DESTIN CITY COUNCIL MEETING
JULY 7, 2025
ANNEX COUNCIL CHAMBERS
6:00 PM

*****Core Value of the Month - Professionalism*****

CALL TO ORDER

*** INVOCATION (Pastor David J. Butler, Faith Assembly Christian Church)**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

1. **PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
   A. Proclamation - Parks and Recreation Month
   B. National Civics Bee Florida State Finals - Noah Finkler from Destin Middle School, winner
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. 506 & 508 Harbor Blvd, Commercial Marine Construction, HWB-001589-2025
   B. 742 & 744 Harbor Blvd, Residential Marine Construction, HWB-001616-2025
   C. Atkins Amendment 7 - Post Design Services
   D. FY 2024 Edward Byrne Grant Funding 51% Letters of Support
   E. Destin Rodeo Run 5k Run/Walk - October 5, 2025
   F. Destin Fishing Museum Foundation, Inc. - 5k Mullet Run/Walk September 28, 2025
   G. Approval of minutes of June 16, 2025, Council Executive Session
   H. Approval of minutes of June 2, 2025, Regular City Council Meeting
   I. Approval of minutes of May 19, 2025, Regular City Council Meeting
4. **CITY MANAGER REPORTS** Announcements
   A. RFB 25-07-CM Crosstown Phase 1 Construction Contract
   B. Community Rating System Update - upgrading to a Class 5
   C. RFQ 25-06-CD Crosstown CEI Presentations
   D. Undergrounding Update with Parking Lot Light Discussion
   E. Public Beach Vending RFP Discussion
   F. Transient Boat Slips Signage Discussion
   G. Appointment of Council Representatives to Various Local and Regional Committees and Boards
   H. Minutes from Standing Board & Committees - **Informational Only**
   I. Absentee Report - Volunteer Committees and Boards - **Informational Only**

J. Announcements

5. PUBLIC HEARINGS

A. Allowing Beach Bonfires on Destin Beaches

B. A public hearing regarding the submittal of a Major Development Order for the construction of an Alvin's Island retail store at 1073 East Highway 98 (Parcel ID: 00-2S-22-0000-0024-0020).

C. First reading of proposed Ordinance 25-13-PC - Making transportation-related amendments to Chapter 1 - Future Land Use Element, Chapter 2 - Transportation Element, Chapter 9 - Capital Improvements Element, Chapter 12 - Administration, and Chapter 13 - Glossary, of the city's comprehensive plan; deleting the Multimodal Transportation District; providing for goals, objectives, and policies relating to the city mobility plan city mobility fees.

D. First reading of proposed Ordinance 25-15-CC - Amending Chapter 14 *"Offenses and Miscellaneous Provisions"* of the Code of Ordinances, establishing that solicitation canvassing and/or vending on the beach without a permit is a misdemeanor offense; and providing for penalties consistent with state law.

E. Second reading of proposed 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).

F. Second reading of Proposed Ordinances 25-04-LC – Amending the official zoning map as referenced in the LDC, Section 7.12.01 (A)2, 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, consisting of approximately 8.53 acres, from Medium Density Residential - Village (MDR-V) to Recreation (REC).

G. Second reading of proposed Ordinance 25-10-LC - Permitting decks to encroach up to five feet into rear setbacks for town homes that are not waterfront within the High Density Residential zoning district.

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

A. Councilmember Braden

B. Councilmember Trammell

C. Councilmember Destin

D. Councilmember Bagby

E. Councilmember Hebert

1) Bad Roosters

F. Councilmember Geile

1) Projects Status/Updates

G. Councilmember Schmidt

H. Mayor Wagner

I. City Attorney

7. PUBLIC COMMENTS

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.

City of Destin

Proclamation

Parks and Recreation Month

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Destin; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July 2025 as ***Parks and Recreation Month***; and

WHEREAS, the City of Destin recognizes the benefits derived from parks and recreation resources;

NOW, THEREFORE, ***BE IT PROCLAIMED THAT*** I, Mayor Bobby Wagner, on behalf of the Destin City Council, do hereby designate the month of July 2025 as ***Parks and Recreation Month*** in the City of Destin. We call upon park and recreation supporters to join us in recognizing the importance of our nation's parks and recreation.

SO DONE THIS 7TH DAY OF JULY 2025
By:

_____

Bobby Wagner, Mayor

ITEM # 2025-815

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 1.B.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Tamara Leigh Young, Public Information Director

DATE: July 1, 2025

SUBJECT: National Civics Bee Florida State Finals - Noah Finkler from Destin Middle School, winner

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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 # 2025-716

CITY OF DESTIN – COMMUNITY DEVELOPMENT

AGENDA ITEM

MEETING DATE: July 7, 2025
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: David Prichard, Community Development Director
Daniel Butler, Principal Planner

DATE: June 27, 2025

SUBJECT: 506 & 508 Harbor Blvd, Commercial Marine Construction, HWB-001589-2025

I. BACKGROUND: What's Up Docks LLC, on behalf of Stephen Abbott of Stephen Abbott Trust and Jonathan Taylor of Destin Harbor Place Condo Association, has applied for Harbor and Waterways Board review for the construction of a new shared seawall varying from zero feet (0') to three feet (3') waterward of the MHWL, measuring approximately 210 linear feet.

The applicant seeks a recommendation of approval from the City Council for a Commercial Marine Construction project proposing a new seawall with:

Total Square Feet:	840 (210 LF x 4' cap)
Total Number of Piers or Docks:	N/A
Total Length:	210 LF
Total Slip Density:	N/A
Located in the Destin Harbor:	Yes

II. DISCUSSION: The applicant requests City Council approval for Commercial Marine Construction located at 506 & 508 Harbor Blvd within Destin Harbor.

The City Council is being asked to review the proposed Marine project per Land Development Code ***Section 11.05.01 - General regulations; prohibitions*** and ***Section 11.05.02 – Permitting procedures.*** Below are Staff's findings with respect to ***Section 11.05.01*** and ***Section 11.05.02;*** items not applicable to this project are marked "Not Applicable."

11.05.01. General regulations; prohibitions*.This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:*

A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

Staff response: *The applicant has submitted for authorization from all appropriate agencies.*

B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

Staff response: *Not applicable.*

C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

F. No new or existing dock shall be constructed or modified such that the length of any

pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.

Staff response: *Proposed construction will only include the construction of a new seawall varying between 0 ft to 3 ft seaward of the MHWL. Existing docks will not be modified.*

G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.

Staff response: *Proposed construction will only include the construction of a new seawall varying between 0 ft to 3 ft seaward of the MHWL. Existing docks will not be modified.*

H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless such the dock is equipped with a sewage pump-out.

Staff response: *Not applicable.*

J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

L. No dock shall be constructed such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

M. Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.

Staff response: *Not applicable.*

1. For those docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the

property at the mean high-water line, provided the length of the dock does not exceed the maximum length established by paragraphs F and G above.

Staff response: *Not applicable.*

2. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.

Staff response: *Not applicable.*

N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

Staff response:*. Not applicable, as there are no modifications proposed to the existing docks.*

O. No boat or vessel, entering into, exiting or operating within the Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other persons within the Destin Harbor, or would contribute to any adjacent land erosion.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Q. No pier shall extend more than six feet into a canal right-of-way.

Staff response: *Not applicable.*

R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

S. No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

Staff response: *Staff sent the provided Adjacent Property Notification to the neighboring properties on June 3, 2025.*

T. No dock shall unreasonably interfere with the riparian rights of others.

Staff response: *Staff sent the provided Adjacent Property Notification to the neighboring properties on June 3, 2025. As proposed, the riparian rights of others are not interfered with.*

U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

Staff response: *Not applicable.*

V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

Staff response: *Not applicable.*

W. No construction shall be allowed which violates any provision of the Standard Building Code, as adopted by the City.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection ***11.05.01.M.2***.

Staff response: *Not applicable.*

Pursuant to ***Section 11.05.03, Land Development Code (LDC),*** all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

PUBLIC COMMENT:
Staff have received no comments from the public to date.

A. Link to Strategic Goals / Objectives: IV. 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 applicant requests the City Council approval for a Commercial Marine Construction Project located at 506 & 508 Harbor Blvd. Additionally, the applicant provided the authorization from the Florida Department of Environmental Protection (FDEP), Permit No.: 429234-001-EI/46, as well as Army Corps of Engineers authorization (ACOE), Permit No.: SAJ-2016-00979 (NW-HMM).

City Staff reviewed the application and determined that the plans comply with ***LDC Section 11.05.00, Marina Siting***, and the Coastal Management Element of the City's Comprehensive Plan ***(Coastal Management Element Policy 6-1.1.6)***.

The Harbor & Waterways Board met at their regularly scheduled meeting on June 26, 2025 and voted unanimously to recommend approval.

IV. RECOMMENDED MOTION: I move that the City Council approve the Proposed Commercial Marine Construction Project at 506 & 508 Harbor Blvd, for the construction of a new seawall with the following conditions:

1. **All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and**

2. **All regulations of the City's Marina Siting *LDC Section 11.05.00* shall be adhered to and followed at all times.**

Attachments:

1. 1. Scaled and Dimensioned Site Plan
2. 2. Boundary Survey
3. 3. FDEP authorization
4. 4. Proof of Ownership
5. 5.Army Corps authorization
6. 6. Existing Conditions - Images
7. 7. Agent Affidavit
8. 8. Adjacent Property

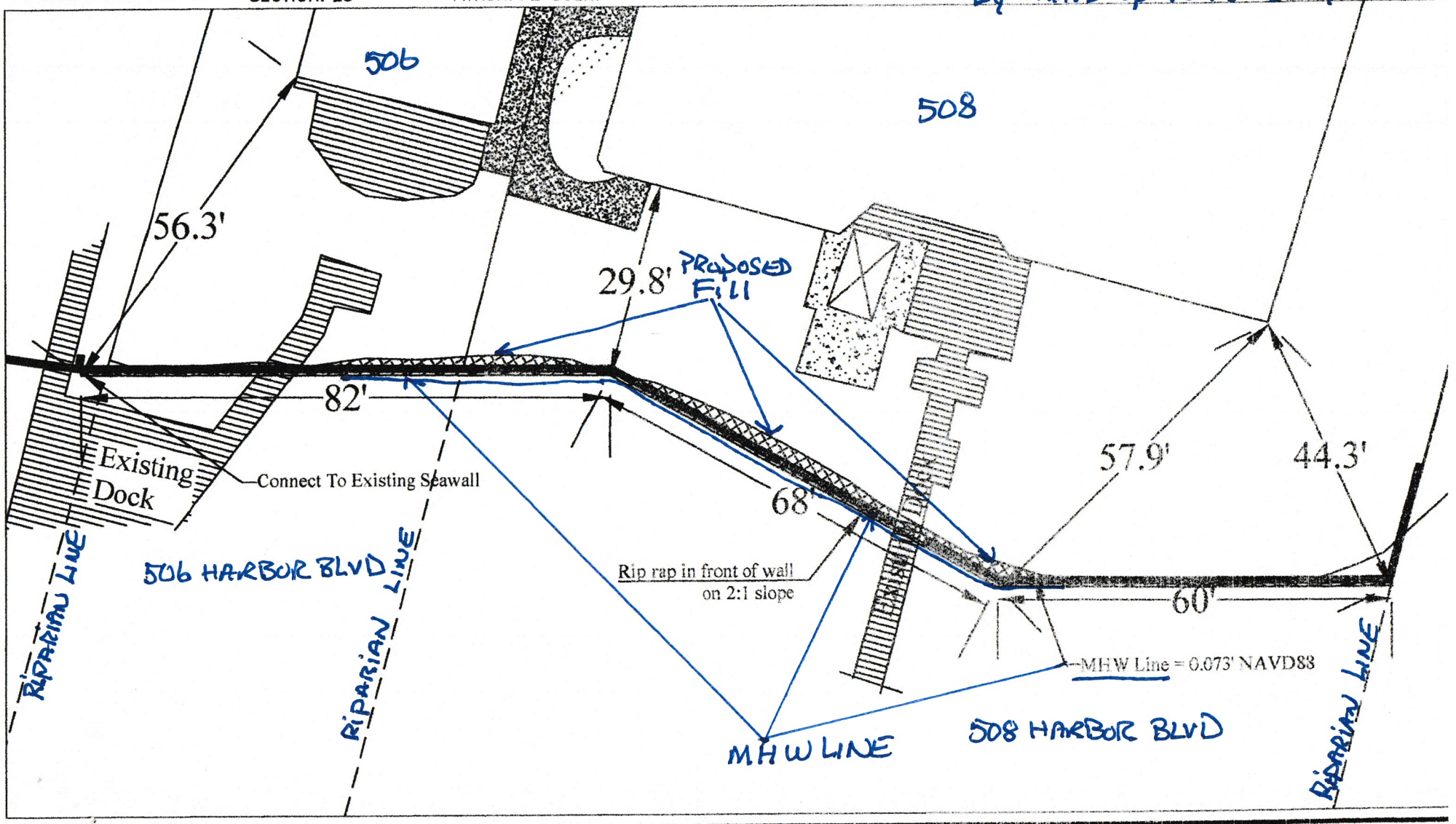
ITEM # 2025-716

Notification

PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott
WATERBODY/CLASS: Destin Harbor / Class III
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: 506/508 Harbor Blvd / Destin
LATITUDE: N30° 23' 31.8"
LONGITUDE: W86° 29' 55.7"
SECTION: 25 TWNSHP: 2 South RNG: 23 West

JOB: 697.31
DEP/WMD:
COE:
OTHER: Multiple Parcels
DATE: May 8, 2024 (revised)
SHEET: UPDATED SITE PLAN
By WHAT'S UP Docks 18 MAY 2025



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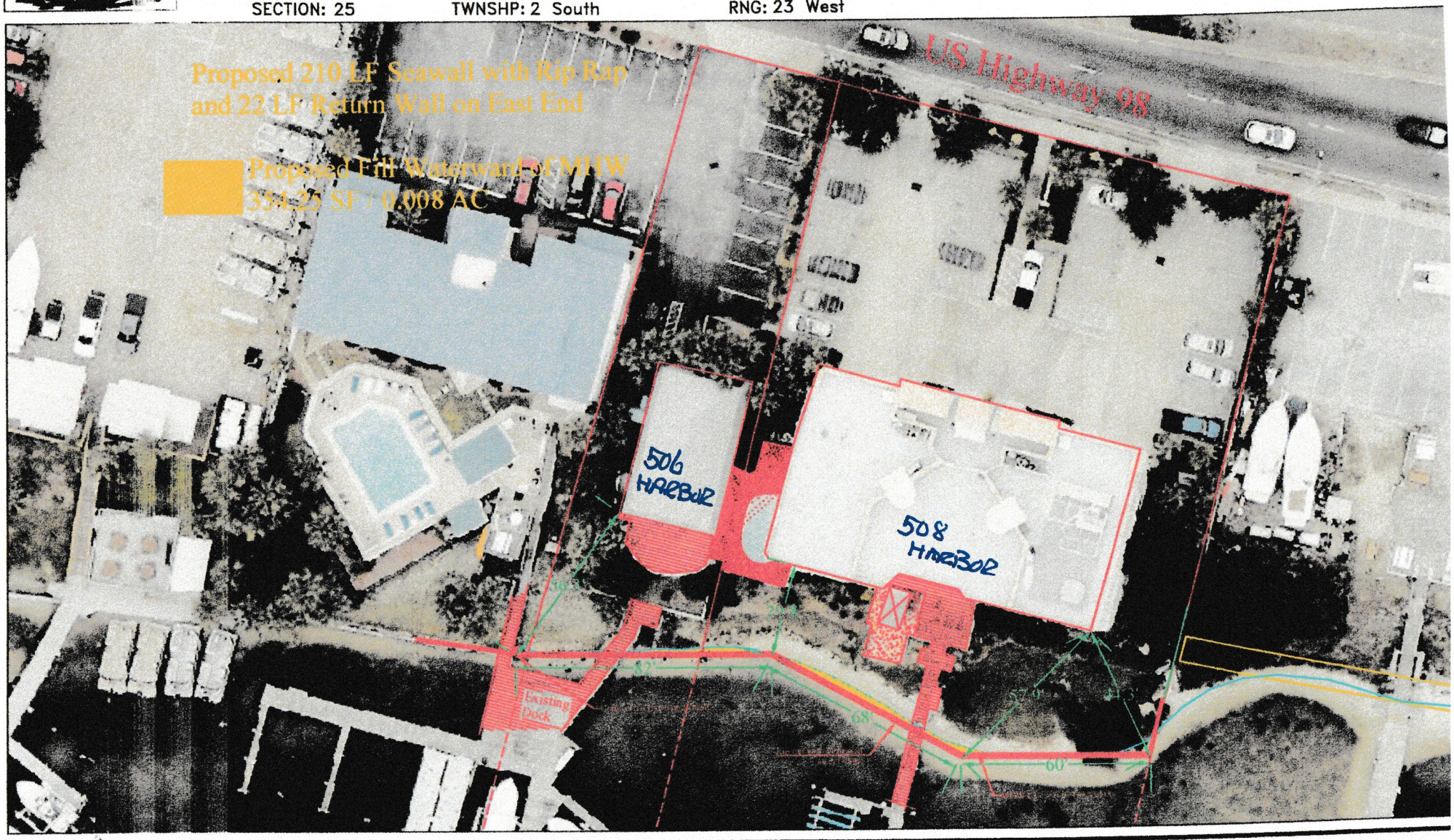
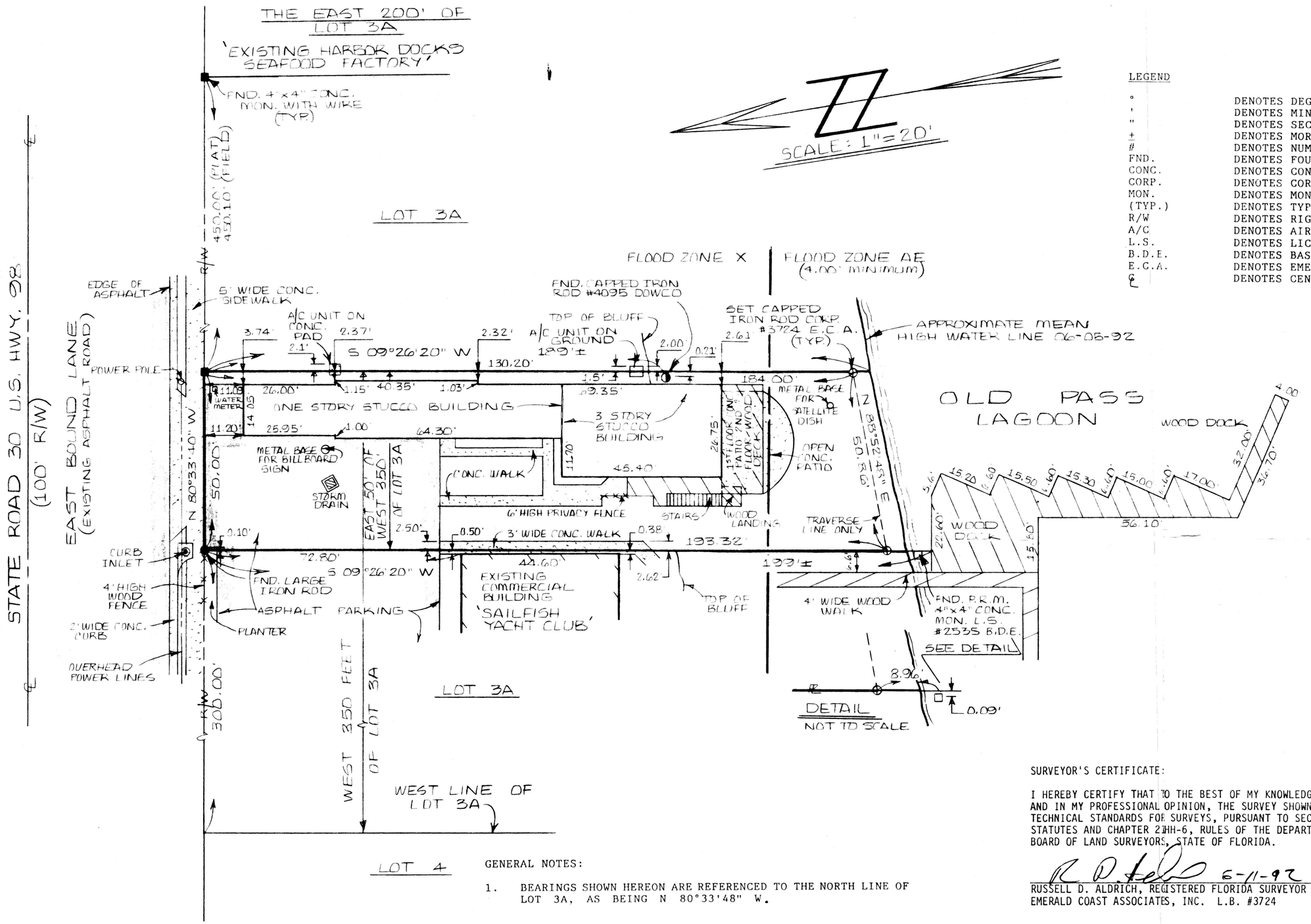
JOB: 697.31
DEP/WMD:
COE:
OTHER: Multiple Parcels
DATE: May 8, 2024 (revised)
SHEET:





LEGEND

°	DENOTES DEGREES
'	DENOTES MINUTES OR FEET
"	DENOTES SECONDS OR INCHES
±	DENOTES MORE OR LESS
#	DENOTES NUMBER
FND.	DENOTES FOUND
CONC.	DENOTES CONCRETE
CORP.	DENOTES CORPORATION
MON.	DENOTES MONUMENT
(TYP.)	DENOTES TYPICAL
R/W	DENOTES RIGHT-OF-WAY
A/C	DENOTES AIR CONDITIONER
L.S.	DENOTES LICENSED SURVEYOR
B.D.E.	DENOTES BASKERVILLE-DONONVAN ENGINEERS
E.C.A.	DENOTES EMERALD COAST ASSOCIATES, INC.
℄	DENOTES CENTERLINE

DESCRIPTION: (AS FURNISHED)

THE EAST 50 FEET OF WEST 350 FEET OF LOT 3-A, MORENO POINT MILITARY RESERVATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK 25, AT PAGE 571, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF LOT 3A, AS BEING N 80°33'48" W.
2. THIS PARCEL IS LOCATED IN FLOOD ZONE X, NO MINIMUM FLOOR ELEVATION REQUIRED, AND FLOOD ZONE AE, 4.00' MINIMUM FLOOR ELEVATION REQUIRED, AS DETERMINED BY SCALE FROM F.E.M.A. PANEL NUMBER 125158 0005E, PANEL 5 OF 10, DATED JANUARY 2, 1992, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.
3. VISIBLE ENCROACHMENTS ARE AS SHOWN; WOOD FENCE, CONCRETE WALK, AIR CONDITIONER UNITS, AND WOOD DOCK.
4. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY EMERALD COAST ASSOCIATES, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS DO NOT EXIST.
5. NO ENVIRONMENTAL JURISDICTION LINES HAVE BEEN DETERMINED BY EMERALD COAST ASSOCIATES, INC.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AND IN MY PROFESSIONAL OPINION, THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND CHAPTER 21HH-6, RULES OF THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, STATE OF FLORIDA.

6-11-92

RUSSELL D. ALDRICH, REGISTERED FLORIDA SURVEYOR NO. 4694
EMERALD COAST ASSOCIATES, INC. L.B. #3724

NOT VALID WITHOUT EMBOSSED SURVEYORS SEAL

BOUNDARY AND AS-BUILT SURVEY OF A PORTION OF LOT 3A, MORENO POINT MILITARY RESERVATION, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.

SCALE 1"=20' | APPROVED BY: | DRAWN BY: PEREGOY
DATE 06-05-92 | FB. 474 PG. 57-61 (RCD) | REVISED

EMERALD COAST ASSOCIATES, INC.
40888 EMERALD COAST PARKWAY
DESTIN, FLORIDA 32541 (904) 837-8242

SURVEY FOR: ABBOTT REALTY
REQUESTED BY: STEVE ABBOTT

DRAWING NUMBER 92-290

321951

FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5794

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Permittee/Authorized Entity:
Destin Harbor Place Owners Association, Inc.
c/o Randy Taylor, President
508 Harbor Blvd
Destin, FL 32541, Okaloosa County
randytaylor@cox.net

Co-Permittee/Authorized Entity:
Steven Abbott
506 E Highway 98
Destin, FL 32451, Okaloosa County
wwabbottjr@gmail.com

Taylor Seawall

Authorized Agent:
Bethany Womack
PO Box 16062
Panama City, Florida 32406
bethany@cypressenvironmental.com

Environmental Resource Permit
State-owned Submerged Lands Authorization – Granted

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Okaloosa County
Permit No.: 429234-001-EI/46

Permit Issuance Date: November 13, 2023
Permit Construction Phase Expiration Date: November 13, 2028

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittees: Randy Taylor, Steven Abbott
Permit No: 429234-001-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 508 Harbor Blvd and 506 E Highway 98 Destin, Florida 32541, in Section 00, Township 2 South, Range 22 West in Okaloosa County, at 30° 23' 31.8"/86° 29' 55.9".

PROJECT DESCRIPTION

The permittee is authorized to construct a 210 linear foot seawall with riprap and a 22 linear foot return wall within Destin Harbor, a Class III Florida Waterbody and Prohibited Shellfish Harvesting Area. Those activities include the proposed fill of 354.25 square feet/.008 acre/13.1 cubic yards waterward of the mean high water line. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Taylor Seawall

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., and Chapter 258, F.S.

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization
Your proposed activity as outlined in your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit VI-R1. **SEPARATE permit(s)** or authorization **may be required** from the U.S. Army Corps of Engineers.

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/SOVEREIGNTY SUBMERGED LANDS CONDITIONS
The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The Special Consent Conditions**
- **General Conditions for Sovereignty Submerged Lands Authorization**
- **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 – AMINISTRATIVE/EMERGENCIES

1. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.

2. 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.

3. 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 W Government Street, Suite 308, Pensacola, Florida 32502.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

4. 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.

5. Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

6. 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.

7. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

8. Any damage to wetlands outside of the authorized impact areas as a result of construction shall be immediately reported to the Department at (850)595-8300 and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density

as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30-day period.

9. The following measures shall be taken immediately by the permittee when turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:

a. Immediately cease work contributing to the water quality violation.

b. Stabilize exposed soils contributing to the violation. Modify the work procedures responsible for the violation, install additional turbidity containment devices and repair 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.

10. 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.

11. The seawall shall be fully constructed prior to the placement of any backfill material.

12. All material used as backfill for construction of the of the seawall shall be clean material and shall not be contaminated with vegetation, garbage, trash, tires, hazardous, toxic waste or other materials that are not suitable construction within waters of the State as so determined by the department.

13. Dredging within waters of the State for the purpose of providing backfill is prohibited.

SPECIFIC CONDITIONS - MANATEE

14. The Standard Manatee Conditions for In-water Work (2011) shall be followed for all in-water activity.

SPECIFIC CONDITIONS - OTHER LISTED SPECIES

15. While performing backfilling, it is important to ensure that manatees or sea turtles do not become entrapped during sheet pile installation or gain access after the sheet pile has been installed and before filling work has been completed. To prevent trapping, backfilling shall be filled from the terminus, landward end, outward. If a manatee or sea turtle becomes entrapped, the area shall be opened to allow the manatee or turtle to leave of its own volition. It shall not be herded or harassed into leaving the area.

16. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite,

FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

17. If new information (e.g. listing of new species, new critical habitat, etc.) shows that the magnitude of impacts to federally listed species has the potential for adverse effects, the U.S. Fish and Wildlife Service (USFWS) will notify the Department. The Department will initiate coordination with the permittee and with the USFWS to determine what adverse impacts are likely and if additional minimization measures, reporting, or monitoring are required in order to be consistent with the Endangered Species Act, as deemed necessary by USFWS.

18. The Permittee shall report any injured, sick, or dead federally or state listed animal(s) discovered onsite to the Florida Fish and Wildlife Conservation Commission Wildlife Alert number at 888-404-FWCC (3922).

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS
The following general conditions are binding on all individual permits issued under this chapter, 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), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, 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., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

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 Operation 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 12.3.4 of Volume I) as filed with the Florida 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 and Maintenance 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 prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities 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 the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

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.

19. In addition to those general conditions in subsection (1), above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SPECIAL CONSENT CONDITIONS

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty

(30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

7. Structures or activities will not create a navigational hazard.

8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

10. Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

11. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

12. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

13. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

14. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

15. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

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, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; 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 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. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been

duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

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. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

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.

Permit Expiration: November 13, 2028

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Kimberly R. Allen
Permitting Program Administrator

KRA/jh

Attachments:
Standard Manatee Conditions – 1 Page
Project Drawings – 4 Pages

Copies furnished to:
FDEP – James.Hynes@FloridaDEP.gov, Russell.Sullivan@FloridaDEP.gov, Blake.A.Chapman@FloridaDEP.gov, Kim.Allen@FloridaDEP.gov
Destin Harbor Place Owners Association Inc, Applicant, randytaylor@cox.net
Steven Abbott, Co-applicant, wwabbottjr@gmail.com
Cypress Environmental, Consultants, brian@cypressenvironmental.com, bethany@cypressenvironmental.com
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us, sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com, planning@cityofdestin.com

File

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit and authorization to use sovereignty submerged lands, including all copies, were mailed before the close of business on **November 13, 2023,** to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk

November 13, 2023
Date

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

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.

PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

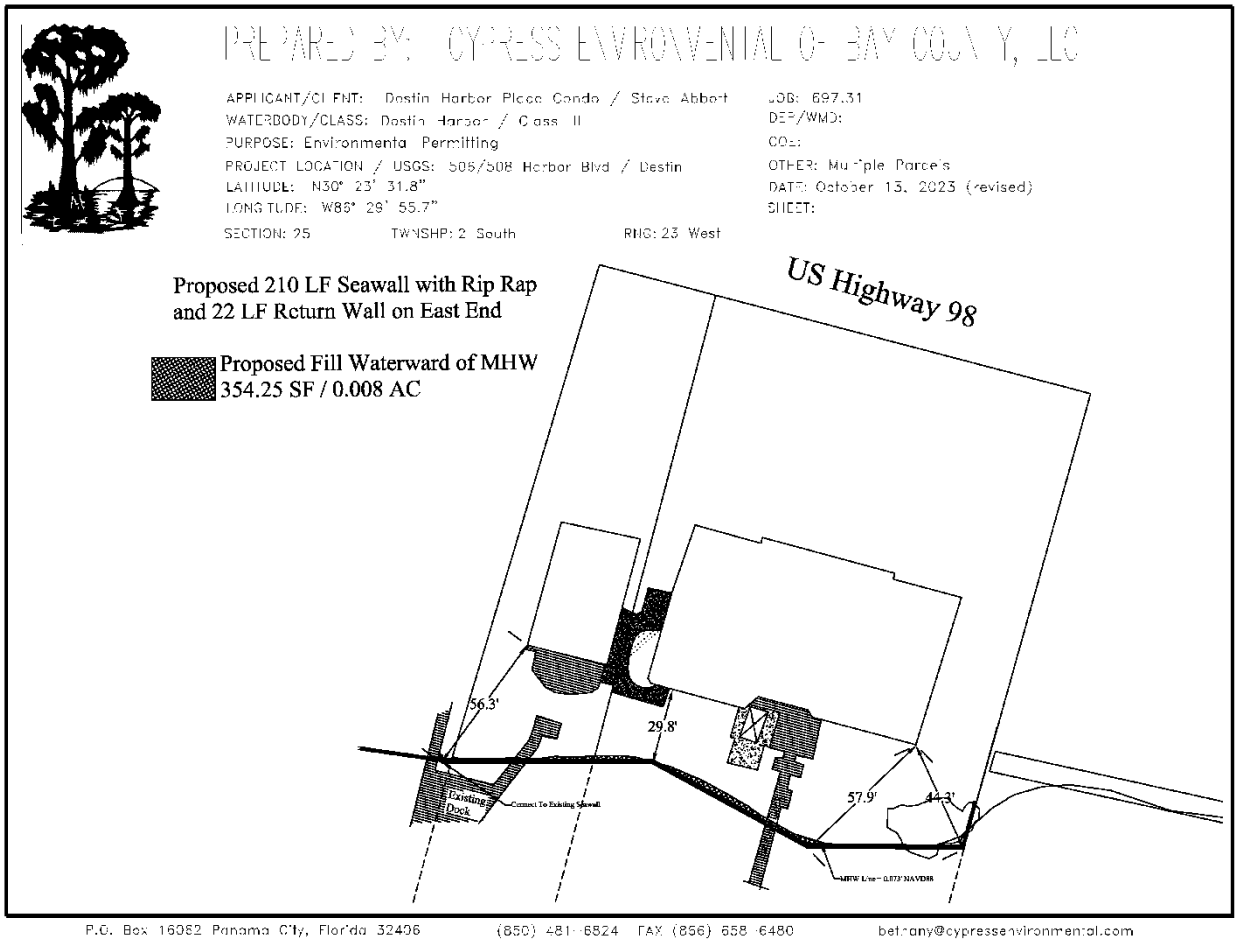
APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott
WATERBODY/CLASS: Destin Harbor / Class III
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: 506/508 Harbor Blvd / Destin
LATITUDE: N30° 23' 31.8"
LONGITUDE: W86° 29' 55.7"
SECTION: 25 TWNSHP: 2 South RNG: 23 West

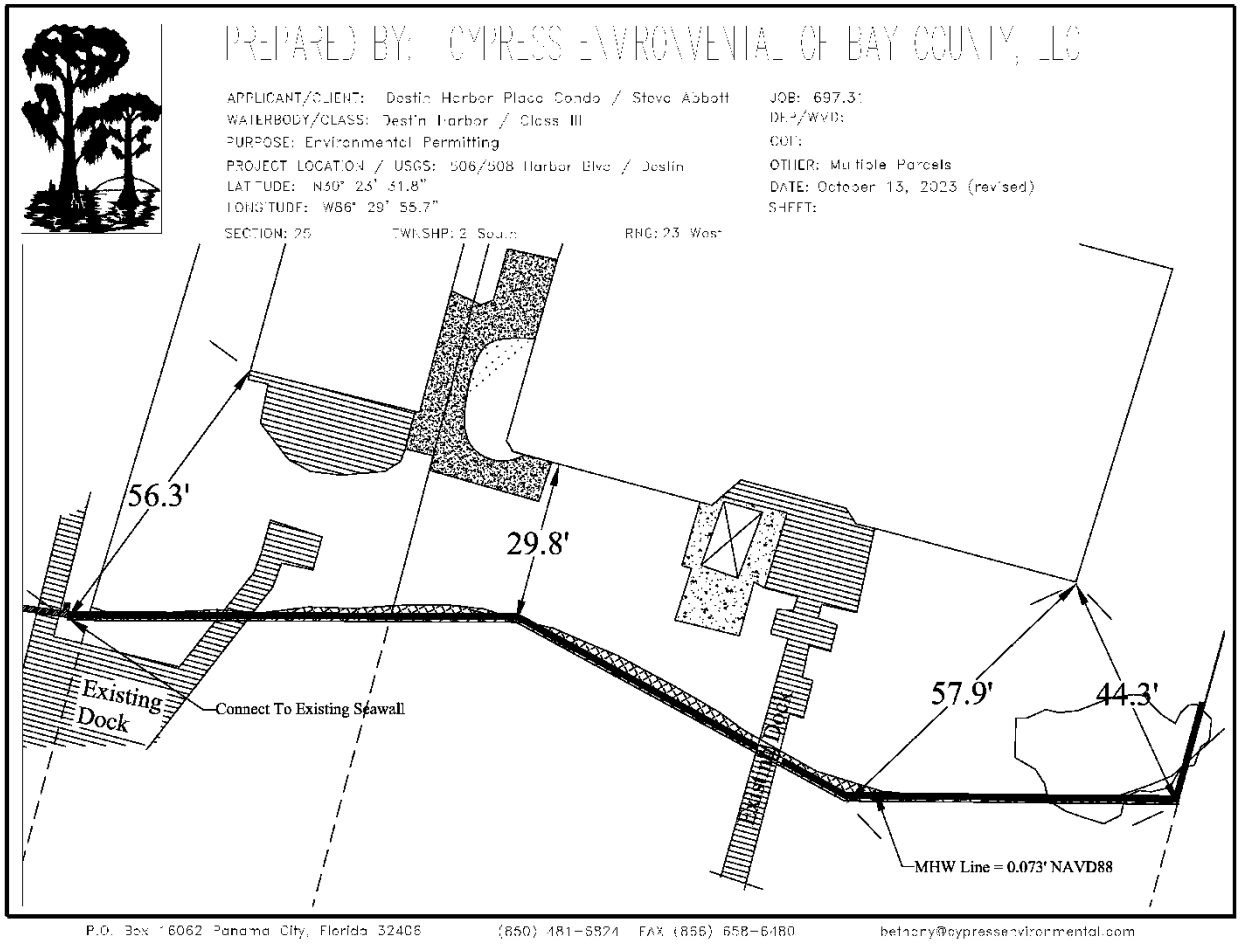
JOB: 697.51
DEP/WMD:
COE:
OTHER: Multiple Parcels
DATE: October 13, 2023 (revised)
SHEET:



P.O. Box 16062 Panama City, Florida 32406 (850) 481-6824 FAX (866) 658-6480 bethany@cypressenvironmental.com

Permit Expiration: November 13, 2028




PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC
APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott
WATERBODY/CLASS: Destin Harbor / Class III
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: 506/508 Harbor Blvd / Destin
LATITUDE: N30° 23' 51.8"
LONGITUDE: W86° 29' 55.7"
SECTION: 25
JOB: 697.31
DEP/WMD:
COE:
OTHER: Multiple Parcels
DATE: October 13, 2023 (revised)
SHEET:
56.3'
29.8'
57.9'
44.3'
Existing Dock
Connect To Existing Seawall
Existing Dock
MHW Line = 0.073' NAVD88
P.O. Box 16062 Panama City, Florida 32406
(850) 481-8824 FAX (866) 658-6480
bethany@cypressenvironmental.com

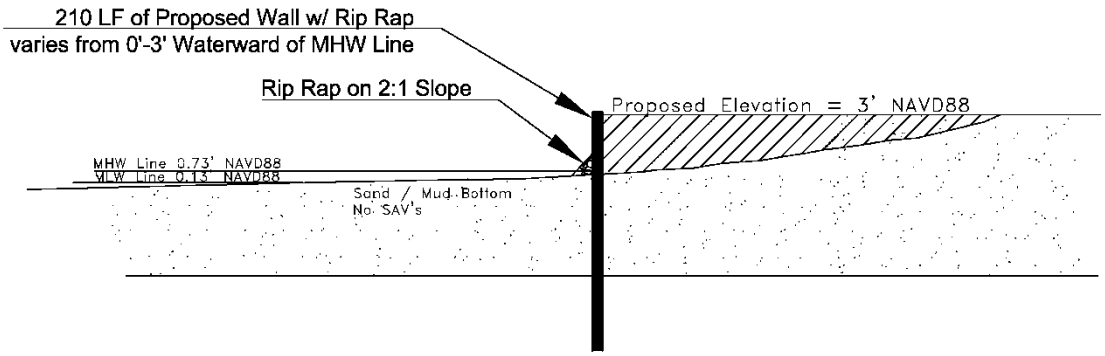
Permit Expiration: November 13, 2028

PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott
WATERBODY/CLASS: Destin Harbor / Class III
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: 506/508 Harbor Blvd / Destin
LATITUDE: N30° 23' 51.8"
LONGITUDE: W86° 29' 55.7"
SECTION: 25 TWNSHP: 2 South RNG: 23 West

JOB: 697.3
DEP/WVD:
COE:
OTHER: Multiple Parcels
DATE: October 13, 2023 (revised)
SHEET:

Typical Cross-Section
Dimensioned As Shown



Proposed Impacts = 354.25 SF / 0.008 AC / 13.1 CY

P.O. Box 16062 Panama City, Florida 32406 (850) 481-6824 FAX (865) 658-5480 bethany@cypressenvironmental.com

$10.50 RECORDING ARTICLE V: $8.00 DEED DOCSTAMPS $0.70 DEPUTY CLERK
ABUSBEE DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

506 HARBOR BLVD
DESTIN, FL 32541

Prepared by and return to:
J. Mark Fisher, Esq., 148 Miracle Strip Pkwy,
SE, Suite 2, Ft. Walton Beach, FL 32548
(850) 244-8989 or Toll Free 1-800-977-9733

The preparer hereof has not been requested
to provide the accuracy of the legal
description and assumes no liability for the same.

Property Appraiser's Parcel
Identification No.: 00-2S-22-0630-0000-03A5
#3-506 Harbor Blvd

WARRANTY DEED

This Warranty Deed, executed APR 0 6 2009, between **WILLIAM W. ABBOTT, JR.**, a married man, of the County of Okaloosa, State of Florida, (GRANTOR), whose post office address is 231 Yacht Club Drive, Fort Walton Beach, Florida, 32548, and **WILLIAM W. ABBOTT, JR.**, TRUSTEE, or his successor in trust under the **REVOCABLE TRUST AGREEMENT OF WILLIAM W. ABBOTT, JR., DATED JANUARY 6, 1999**, and any amendments thereto, (GRANTEE), of the State of Florida, county of Okaloosa, whose post office address is 231 Yacht Club Drive, Fort Walton Beach, Florida, 32548.

THE GRANTOR, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, to said GRANTOR in hand paid by said GRANTEE, the receipt of which is hereby acknowledged, has granted, conveyed, bargained and sold to said GRANTEE and GRANTEE'S successors, and assigns forever the following described land situate in **Okaloosa** County, Florida, to wit:

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN THE FOLLOWING:

The East 50 feet of the West 350 feet of Lot 3-A, Moreno Military Reservation according to the plat thereof as recorded in Deed Book 25 at page 571, Public Records of Okaloosa County, Florida.

and said GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms GRANTOR, GRANTEE and TRUSTEE shall be construed as singular or plural as the context requires.

This property is being transferred without consideration as a result of Grantors estate planning decisions, into GRANTOR'S Living Revocable Trust. An examination was not made of the title before transfer.

WILLIAM W. ABBOTT, JR., shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed.

If **WILLIAM W. ABBOTT, JR.**, cannot continue to serve as TRUSTEE, then the Successor CO-TRUSTEES shall be **CATHY L. ABBOTT and CHRISTOPHER A. ABBOTT**. If **CATHY L. ABBOTT** cannot serve or continue to serve as TRUSTEE, then **CHRISTOPHER A. ABBOTT** shall continue as the sole Trustee. If **CHRISTOPHER A. ABBOTT** cannot serve or continue to serve as TRUSTEE, then the Successor TRUSTEE shall be **JESSICA A. MULLER.**

All Successor TRUSTEES are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the TRUSTEE and all Successor TRUSTEES shall extend to any and all rights which the Trustor possesses in the above described real property;

any deed, mortgage, or other instrument executed by the TRUSTEE shall convey all rights or interests of the Trustor including homestead; and the TRUSTEE is appointed as the attorney-in-fact for the Trustor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Trustor.

Any person dealing with the TRUSTEE shall deal with said TRUSTEE in the order as set forth above. However, no person shall deal with a Successor TRUSTEE until one or more of the following have been received by said person or placed of record in the aforementioned county:

A. The written resignation of the prior TRUSTEE sworn to and acknowledged before a notary public.

B. A certified death certificate of the prior TRUSTEE.

C. The order of a court of competent jurisdiction adjudicating the prior TRUSTEE incompetent, or removing said TRUSTEE for any reason.

D. The written certificates of two physicians currently practicing medicine that the TRUSTEE is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of TRUSTEE.

E. The written removal of a successor TRUSTEE and/or the appointment of an additional Successor TRUSTEE by the Trustor sworn to and acknowledged before a notary public; this right being reserved to GRANTOR, **WILLIAM W. ABBOTT, JR.**

This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the current year and subsequent years, and all mortgages of record which the GRANTEE herein assumes and agree to pay.

EXECUTED APR 0 6 2009.

Signed, sealed, and delivered
in the presence of:

Print Name

Print Name

WILLIAM W. ABBOTT, JR.

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this APR 0 6 2009 by **WILLIAM W. ABBOTT, JR.**, who is personally known to me or who has produced _____ as identification and who did not take an oath.

J. Mark Fisher, NOTARY PUBLIC

Notary Seal and commission
expiration stamp:

Notary Public State of Florida
J Mark Fisher
My Commission DD633817
Expires 01/28/2011

$10.50 RECORDING ARTICLE V: $8.00 DEED DOCSTAMPS $0.70 DEPUTY CLERK
PDUNN DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

10.70
2.00
3.50
21.20

506 HARBOR BLVD
DESTIN, FL. 32541

Prepared by and return to:
J. Mark Fisher, Esq., 148 Miracle Strip Pkwy,
SE, Suite 2, Ft. Walton Beach, FL 32548
(850) 244-8989 or Toll Free 1-800-977-9733

The preparer hereof has not been requested
to provide the accuracy of the legal
description and assumes no liability for the same.

Property Appraiser's Parcel
Identification No.: 00-2S-22-0630-0000-03A5
#2 - 506 Harbor Blvd

WARRANTY DEED

This Warranty Deed, executed JUL 08 2009, between **STEPHEN J. ABBOTT**, a married man, of the County of Walton, State of Florida, (GRANTOR), whose post office address is 506 Harbor Blvd., Destin, Fl 32541, and **STEPHEN J. ABBOTT, TRUSTEE**, or his successor in trust under the **STEPHEN J. ABBOTT REVOCABLE TRUST AGREEMENT DATED JUNE 9, 1999**, and any amendments thereto, (GRANTEE), of the State of Florida, county of Walton, whose post office address is 506 Harbor Blvd., Destin, Fl 32541.

THE GRANTOR, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, to said GRANTOR in hand paid by said GRANTEE, the receipt of which is hereby acknowledged, has granted, conveyed, bargained and sold to said GRANTEE and GRANTEE'S successors, and assigns forever the following described land situate in **Okaloosa** County, Florida, to wit:

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN THE FOLLOWING:

The East 50 feet of the West 350 feet of Lot 3-A, Moreno Military Reservation according to the plat thereof as recorded in Deed Book 25 at page 571, Public Records of Okaloosa County, Florida.

and said GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms GRANTOR, GRANTEE and TRUSTEE shall be construed as singular or plural as the context requires.

This property is being transferred without consideration as a result of Grantors estate planning decisions, into GRANTOR'S Living Revocable Trust. An examination was not made of the title before transfer.

STEPHEN J. ABBOTT shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed.

If **STEPHEN J. ABBOTT** cannot continue to serve as TRUSTEE, then the Successor TRUSTEE shall be **CYNTHIA L. ABBOTT**. If **CYNTHIA L. ABBOTT** cannot serve or continue to serve as TRUSTEE, then the Successor TRUSTEE shall be **WILLIAM W. ABBOTT, JR.** If **WILLIAM W. ABBOTT, JR.**, cannot serve or continue to serve as TRUSTEE, then the Successor TRUSTEE shall be **NATHAN J. ABBOTT**.

All Successor TRUSTEES are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the TRUSTEE and all Successor TRUSTEES shall extend to any and all rights which the Trustor possesses in the above described real property; any deed, mortgage, or other instrument executed by the TRUSTEE shall convey all rights or interests of the Trustor including homestead; and the TRUSTEE is

appointed as the attorney-in-fact for the Trustor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Trustor.

Any person dealing with the TRUSTEE shall deal with said TRUSTEE in the order as set forth above. However, no person shall deal with a Successor TRUSTEE until one or more of the following have been received by said person or placed of record in the aforementioned county:

A. The written resignation of the prior TRUSTEE sworn to and acknowledged before a notary public.

B. A certified death certificate of the prior TRUSTEE.

C. The order of a court of competent jurisdiction adjudicating the prior TRUSTEE incompetent, or removing said TRUSTEE for any reason.

D. The written certificates of two physicians currently practicing medicine that the TRUSTEE is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of TRUSTEE.

E. The written removal of a successor TRUSTEE and/or the appointment of an additional Successor TRUSTEE by the GRANTOR sworn to and acknowledged before a notary public; this right being reserved to GRANTOR, **STEPHEN J. ABBOTT**.

This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the current year and subsequent years, and all mortgages of record which the GRANTEE herein assumes and agree to pay.

EXECUTED JUL 08 2009.

Signed, sealed, and delivered
in the presence of:

Tammy L. Quinlin

Print Name Tammy L. Quinlin

Blaire Fisher

Print Name Blaire Fisher

STEPHEN J. ABBOTT

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this JUL 08 2009 by **STEPHEN J. ABBOTT**, who is personally known to me or who has produced _____ as identification and who did not take an oath.

J. Mark Fisher, NOTARY PUBLIC

Notary Seal and commission
expiration stamp:

Notary Public State of Florida
J Mark Fisher
My Commission DD633817
Expires 01/28/2011

** OFFICIAL RECORDS **
BK 2223 PG 4757

EXHIBIT "C"

ARTICLES OF INCORPORATION

** OFFICIAL RECORDS **
BK 2223 PG 4758

State of Florida

Department of State

I certify from the records of this office that DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on September 2, 1999.

The document number of this corporation is N99000005334.

I further certify that said corporation has paid all fees due this office through December 31, 1999, and 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 Capitol, this the Eighth day of September, 1999

Katherine Harris

Katherine Harris
Secretary of State

CR2EO22 (1-99)

** OFFICIAL RECORDS **
BK 2223 PG 4759

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

99 SEP -2 AM 9:50

ARTICLES OF INCORPORATION
OF
DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT FOR PROFIT

The undersigned incorporators by these articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and adopt the following Articles of Incorporation:

ARTICLE I. NAME

The name of this corporation is DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these articles of incorporation as the "Articles", and the bylaws of the Association as the "Bylaws".

ARTICLE II. TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE III. PURPOSE

This Association is organized for the purpose of providing an entity under the Florida Condominium Act (the Act) for the operation of a condominium located in Okaloosa County, Florida, and known as Destin Harbor Place, a Condominium (the "Condominium"), created pursuant to the Declaration of Condominium (the "Declaration").

ARTICLE IV. MEMBERS

The qualification of members and the manner in which the directors shall be elected or appointed shall be contained in the Bylaws.

ARTICLE V. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of this corporation is Suite 6-A, 151 Regions Way, Destin, Florida 32541, and the name of the initial registered agent of this corporation at that address is W. Christopher Hart.

The corporate principal address is: 508 Highway 98 East, Destin, FL 32541.

1

** OFFICIAL RECORDS **
BK 2223 PG 4760

ARTICLE VI. FIRST BOARD OF DIRECTORS

The number of persons constituting the first board of directors shall be three and their names and addresses are as follows:

NAME	ADDRESS
FRANK L. FLAUTT, JR.	**1000 Ridgeway Loop Road, Suite #320 Memphis, Tennessee 38120**
RICHARD M. JORDAN	**302 Alabama Street Montgomery, Alabama 36104**
W. CHRISTOPHER HART	**151 Regions Way, Suite 6-A Destin, Florida 32541**

ARTICLE VII. INCORPORATORS

NAME	ADDRESS
FRANK L. FLAUTT, JR.	**1000 Ridgeway Loop Road, Suite #320 Memphis, Tennessee 38120**
RICHARD M. JORDAN	**302 Alabama Street Montgomery, Alabama 36104**

IN WITNESS WHEREOF the undersigned incorporators have executed these *Articles of Incorporation* on this 31st day of August, 1999.

FRANK L. FLAUTT, JR., Incorporator

** OFFICIAL RECORDS **
BK 2223 PG 4761

IN WITNESS WHEREOF the undersigned incorporators have executed these *Articles of Incorporation* on this 31st day of Aug., 1999.

Richard M. Jordan
RICHARD M. JORDAN, Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been named as *registered agent* to accept service of process for DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC., at the place designated in these Articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Signature:
W. CHRISTOPHER HART
Registered Agent

3

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 SEP -2 AM 9:50

** OFFICIAL RECORDS **
BK 2223 PG 4762

EXHIBIT "D"

BYLAWS

** OFFICIAL RECORDS **
BK 2223 PG 4763

EXHIBIT "D"

BYLAWS
OF
DESTIN HARBOR PLACE
OWNERS ASSOCIATION, INC.

I. IDENTITY

These are the Bylaws of DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (the "Association"), organized for the purpose of operating that certain condominium located in Okaloosa County, Florida, and known as *Destin Harbor Place, a Condominium* (the "Condominium").

1.1 Principal Office. The principal office of the Association shall be at 508 Highway 98 East, Destin, Florida 32541, or at such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "*Florida*", the words "*Corporation Not for Profit*", and the year of incorporation.

1.4 Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws"; the Articles of Incorporation of the Association as the "Articles"; and the Declaration of Condominium for the Condominium as the "Declaration." "Division" shall mean the Division of Land Sales, Condominiums, and Mobile Homes. "Board" shall mean the Board of Directors for the Association. The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in *F.S. Chapter 718, The Condominium Act* (the "Act"), as well as those set forth in the Declaration and the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires.

II. MEETINGS OF UNIT OWNERS AND VOTING

2.1 Membership-Designation of Unit Owners. Persons or entities shall become members of the Association on the acquisition of a fee simple interest to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration, and shall thereafter be Unit Owners. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person, or a corporation, partnership or other artificial entity, then the voting interest of that Unit shall be exercised only by such natural person as shall be named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Association among its official records.

2.2 Annual Meeting. The annual meeting of the Unit Owners shall be held on the date and at the place and time as determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Unit Owners.

2.3 Special Meetings. Except as modified by the specific requirements for special kinds of Unit Owner meetings as set out in these Bylaws, notice of special meetings shall be delivered to each Unit Owner not less than 14 or more than 60 days before the date of the meeting. Unit Owner special meetings shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board, and must be called by the President or Secretary on receipt of a written request from at least 10% of the voting interests of the Association. Requests for a meeting by the Unit Owners shall state the purpose for the meeting, and business conducted at any special meeting shall be limited to the matters stated in the notice for it.

2.4 Notice of Annual Meeting. Written notice of the annual meeting shall be mailed to each Unit Owner at least 14 days and not more than 60 days before the annual meeting. Notice of an annual meeting at which Directors will be elected shall be delivered pursuant to Provisions 2.9 and 3.3

2.5 Notice of Budget Meeting. The Board shall mail a notice and a copy of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the Board will consider the budget. Notice shall be delivered pursuant to Provision 2.9. Evidence of Compliance with this fourteen (14) day notice must be made by an affidavit executed by an officer of the Association or the Condominium Manager and filed among the official records of the Association.

2.6 Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board requires assessment against the Unit Owners for the calendar year exceeding 115% of assessment for the preceding year (less any lawfully excluded items), the Board, on written application of 10% of the voting interests to the Board, shall call a special meeting of the Unit Owners within 30 days upon not less that 10 days written notice of the meeting to each unit owner. Notice shall be delivered pursuant to Provision 2.9.

** OFFICIAL RECORDS **
BK 2223 PG 4764

2.7 Notice of Meeting to Consider Recall of Directors. A special meeting of the Unit Owners to recall a Director or Directors may be called by 10% of the voting interests giving notice of the meeting as required for a special meeting of Unit Owners. The notice must be accompanied by a dated copy of a signature list of at least 10% of the Unit Owners. The meeting shall be held not less than 10 days nor more than 60 days from the date the notice of the meeting is given. Recalls shall be held in accordance with Provision 3.7.

2.8 Notice of Meeting to Elect Non-developer Directors. Notice of a meeting to elect a Director or Directors from Unit Owners other than the Developer shall be given as described in Section 3.2 (D) below. The meeting may be called and notice given by any Unit Owner if the Association fails to do so.

2.9 Delivery of Notice; Content; Posting; Waiver. Notice for all meetings, and all other purposes, shall be addressed to the address that the Developer initially identified for that purpose unless one or more of the Unit Owners advises the Association of a different address. If no address is given or the Unit Owners do not agree, the notice shall be delivered to the address provided on the deed of record. Notice for budget meetings shall be mailed or hand delivered to each Unit Owner at the address last furnished to the Association. For all other meetings, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, a copy of the notice. An officer of the Association shall provide an Affidavit, to be included in the official records of the Association affirming that notices of the Association meeting were mailed or otherwise delivered to each Unit Owner at the address last furnished to the Association. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Unit Owner at the address as it appears in the records of the Association, with postage prepaid. Payment of postage for notice of any meeting, by whomever called, shall be an obligation of the Association. The notice shall include the date, time and location of the meeting. The notice shall also include an identification of agenda items. A copy of the notice shall also be posted in a conspicuous place on the condominium property at least 14 continuous days before the meeting. A Unit Owner may waive their right to receive notice of any meeting by a writing signed by them and filed with the Secretary of the Association either before, at or after the meeting for which the waiver is given.

2.10 Quorum. A quorum at Unit Owner meetings shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership. Absentee ballots, alone, may not be counted in determining a quorum.

2.11 Participation. Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. The Association may, however, adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation. Any such rules must first be adopted in written form. The rules may limit a Unit Owner's presentation time to not less than 3 minutes and may require that a Unit Owner file with the Association, at or a reasonable time before the meeting, a written request to speak at a meeting.

2.12 Voting; Number of Votes; Majority Vote. In any Unit Owner meeting, each Unit shall have one vote. The vote of a Unit is not divisible. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

2.13 Proxies; Powers of Attorney. Voting interests may be exercised in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxy substantially conforming to a limited proxy form provided by the Association. Limited proxies and general proxies may be used to establish a quorum. No proxy, limited or general, shall be used in the election of Directors. Limited proxies shall be used for votes taken to waive or reduce association reserves, for votes taken to waive the requirement of the Association to deliver to the Unit Owners a complete set of financial statements for each preceding fiscal year, for votes taken to amend the Declaration of Condominium, for votes taken to amend the Articles of Incorporation or Bylaws, or for any other matter for which a Unit Owner is required or permitted to vote. General proxies may be used for other matters for which limited proxies are not required. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than 90 days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in 2.1, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting such authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. If no such provision is made, substitution is not authorized. Nothing contained herein shall prevent Unit Owners from voting in person.

** OFFICIAL RECORDS **
BK 2223 PG 4765

2.14. Adjourned Meetings. If any meeting of Unit Owners cannot be organized because a quorum is not present, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that in the cases where meetings have been called to consider the enactment of a budget to replace a proposed budget which exceeds 115% of the assessments for the preceding year, or to determine to provide no reserves or reserves less adequate than required, they may not be adjourned for lack of a quorum and if a quorum is not present the excessive budget, or the reserves as the case may be, shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice and a copy of the meeting agenda shall be posted in a conspicuous place on the condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.15 Action by Unit Owners Without a Meeting. Unit Owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the Unit Owners, and responses received after that shall not be considered.

2.16 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection by any Unit Owner or the authorized representative of such Owner, and Directors at all reasonable times. The minutes shall be retained by the Association for a period of not less than seven (7) years. Unit Owners and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Unit Owner.

2.17 Order of Business. The order of business at annual Unit Owner meeting and as far as practical at other Unit Owner meetings, shall be:

A. Call to order.

B. Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside.

C. Calling of the roll, certifying of proxies, determination of a quorum.

D. Proof of notice of meeting or waiver of notice.

E. Reading and disposal of any unapproved minutes.

F. Reports of Officers.

G. Reports of Committees.

H. Appointment of inspectors of election.

I. Determination of number of Directors.

J. Election of Directors.

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K. Unfinished business.

L. New business.

M. Adjournment.

2.18 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board acting alone:

A. Amendments to the Declaration, except those made by the Developer as otherwise provided specifically in the Declaration.

B. Merger of two or more independent condominiums of a single complex to form a single condominium.

C. Purchase of land or recreation lease.

D. Cancellation of grants or reservations made by the Declaration, a lease or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners that provides for operation, maintenance or management of the Condominium Association or property serving the Unit Owners.

E. Exercise of Option to purchase recreational or other commonly used facilities lease.

F. Providing no Reserves, or less than adequate reserves.

G. Recall of Directors.

H. Other matters contained in the Declaration, the Articles or these Bylaws that specifically require a vote of the Unit Owners.

III. DIRECTORS

3.1 Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Unit Owners other than the Developer

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are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the Unit Owners may decide. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either Unit Owners, tenants residing in the Condominium, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after he ceases to be Unit Owner, a tenant residing in the Condominium, an officer of a corporate Unit Owner, or a partner of a partnership Unit Owner.

3.2 Transfer of Control of Association.

A. One Third. When Unit Owners other than the Developer own 15% or more of the Units in any one Condominium that will be operated ultimately by the Association, they shall be entitled to elect no less than one third of the Directors.

B. Majority. Unit owners other than the Developer are entitled to elect not less than a majority of the Directors at the earliest of:

(i) three years after 50% of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or

(ii) three months after 90% of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or

(iii) when all the Units that ultimately will be operated by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(iv) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(v) seven (7) years after recordation of the Declaration of Condominium, whichever occurs first.

Transfer of Association Control shall be in accordance with *F.S. 718.301*.

C. Developer Member. The Developer is entitled to elect at least one Director as long as the Developer holds for sale in the ordinary course of business at least 5% of the Units that ultimately will be operated by the Association, if that number shall be fewer than 500 Units, and 2% if that number shall be more than 500 Units.

D. Election. Within 75 days after the Unit Owners other than the Developer are entitled to elect a Director or Directors, the Association shall call, and give not less than 60 days notice of a meeting of the Unit Owners to elect a Director or Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. Any eligible person may nominate himself. Nominations must be provided in written form to the Association not less than 40 days before the meeting. Written notice of the meeting at which elections will be held, including an agenda and a ballot, shall be mailed or delivered to each unit owner at least fourteen (14) days prior to the meeting and shall be posted in a conspicuous place on the condominium property at least fourteen (14) days preceding the meeting. Elections shall be held by ballot in accordance with procedures adopted by the Division. Neither general or limited proxies shall be used for the election of Directors. Elections shall be decided by a plurality of the votes cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. Upon election of the first Unit Owner other than the Developer to the Board, the Developer shall forward to the Division the name and mailing address of the Unit Owner Director. Notice of the meeting shall be provided pursuant to Provision 2.9.

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E. Relinquishment of Control. Either before or not more than 60 days after the time that Unit Owners other than the Developer elect a majority of the Directors, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, the Developer shall deliver to the Association at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act. After relinquishing control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other Unit Owner except for purposes of re-acquiring control of the Association or selecting the majority of the Board.

F. Compelling Compliance. In any action brought to compel compliance with *F.S. 718.301* regarding transfer of Association control and election of Directors by Unit Owners other than the Developer, the summary procedure provided for in *F.S. 51.011* may be employed, and the prevailing party shall be entitled to recover reasonable attorneys' fees.

G. Early Transfer. Nothing contained in this 3.2 shall be deemed to prevent the Developer from transferring control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this section.

3.3 Election of Directors after Transfer of Control of Association. After the initial election of Directors by Unit Owners pursuant to Provision 3.2(D.), Directors shall be elected at the annual Unit Owner meeting. Each Unit Owner shall be entitled to cast votes for each of as many nominees as there are vacancies. Neither general or limited proxies shall be used for the election of Directors. There shall be no cumulative voting. Not less than 60 days before an annual meeting at which an election is scheduled, the Association shall mail or deliver to each Unit Owner entitled to vote a first notice of the election. Any eligible person may nominate himself. Nominations must be provided in written form to the Association not less than 40 days before a scheduled election. The Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote, together with a ballot listing all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2" by 11", which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot. The failure of the Association to mail or deliver all information sheets provided shall void the election. The Association shall be responsible for the cost of mailing and copying. The Association shall not be liable for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of votes. There shall be no quorum requirement; however, at least 20% of the eligible voters must vote to have a valid election. No Unit Owner shall permit any other person to vote his ballot, and any such ballots shall be void. A Unit Owner who needs assistance in voting for the reasons stated in *F.S. 101.051* may obtain such assistance. Notwithstanding the provisions of this section, an election is not required unless more candidates are available for election than vacancies exist on the Board. Any Notice required herein shall be provided pursuant to Provision 2.9.

3.4 Election Procedures. Elections shall be held in accordance with the Act and any Division regulations.

3.5 Term. Each Director's term of service shall extend until the next annual Unit Owner meeting and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in Provision 3.7. The Unit Owners, however at any annual meeting after the Developer has relinquished control of the Association and to provide a continuity of experience, may vote to create classes of directorships having a term of one, two, or three years to create a system of staggered terms.

3.6 Vacancies. Except for vacancies resulting from removal of Directors, vacancies occurring between annual Unit Owner meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors, irrespective of the length of the remaining term of the vacating Director.

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3.7 Removal. Any Director, except those selected by the Developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners to recall a Director or Directors may be called by 10% of the voting interests giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the meeting. Any vacancy on the Board thus created shall be filled by the Unit Owners at the same meeting. If more than one Director is subject to recall, there shall be a separate vote on the question to remove each Director. Recalls shall be further governed by the Act and any Division regulations.

3.8 Disqualification and Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently. Any Director elected by the Unit Owners who is absent from more than three consecutive regular meetings of the Board, unless excused by resolution of the Board, shall be deemed to have resigned from the Board automatically, effective when accepted by the Board.

3.9 Organizational Meeting. The organizational meeting of a newly elected Board shall be held within 10 days of their election at a place and time established by the Directors at the meeting at which they were elected. Additional notice to the Directors shall not be required.

3.10 Regular Meetings. The Board may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone or telegraph, at least 3 days before the meeting.

3.11 Special Meetings. Special meetings of the Board may be called by the President and, in his absence, by the Vice President, and must be called by the Secretary at the written request of one third of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place, and purpose of the meeting and shall be delivered to each Director at least 3 days before the meeting.

3.12 Emergency Items. Any item not included on the notice of a regular or special meeting may be taken up on an emergency basis by at least a majority plus one (1) of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

3.13 Posting of Notice to Unit Owners. Upon notice to the Unit Owners, the Board shall by duly adopted rule, designate a specific location on the Condominium property or Association property for the posting of notices for all Board meetings. A copy of the notice of all Director or committee meetings shall be posted conspicuously at the selected location at least 48 continuous hours before the meeting, except in an emergency. The notice shall include a identification of agenda items, and the date, time, and location of the meeting. If no property is so designated, notices of all Board meetings shall be delivered pursuant to Provision 2.9 at least fourteen (14) days before the meeting.

3.14 Written Notice to Unit Owners. Written notice of any meeting at which non-emergency special assessments, the Association budget, or amendments to rules regarding unit use will be considered shall be delivered to the Unit Owners pursuant to Provision 2.9 not less than fourteen (14) days before the meeting. The notice shall include an identification of agenda items, and the date, time, and location of the meeting. Notice of any meeting in which regular assessments are to be considered shall specifically contain a statement that such assessments will be considered and the nature of any such assessments.

3.15 Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

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3.16 Quorum. A quorum at the meetings of the Directors shall consist of a majority of the Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Declaration, the Articles or these Bylaws.

3.17 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.18 No Proxy. There shall be no voting by proxy at any meeting of the Board.

3.19 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting because of an asserted conflict of interest.

3.20 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

3.21 Attendance by Conference Telephone. When a telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board and by any Unit Owners present in an open meeting. Directors utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.22 Meetings Open to Unit Owners. Meetings of the Board, at which a quorum of the members is present, shall be open to all Unit Owners. At such meetings, Unit Owners shall have the right to address agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Any such rules must first be adopted in written form. The rules may limit a Unit Owner's presentation time to not less than 3 minutes and may require that a Unit Owner file with the Association, at or a reasonable time before the meeting, a written request to speak at a meeting. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the unit owners is inapplicable to meetings between the Board or a committee and the Association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.

3.23 Presiding Officer. The presiding officer at Board meetings shall be the President or, in his absence, the Vice President, and in his absence, the Directors present shall designate any one of their number to preside.

3.24 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book open to inspection by any Unit Owner or the authorized representative of such Owner and Directors at all reasonable times. The Association shall retain these minutes for a period of not less than seven years. Unit Owners and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Owner.

3.25 Executive Committee. The Board, by resolution, may appoint an executive committee to consist of three or more Directors. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (a) determine the common expenses required for the operation of the Condominium; (b) determine the assessments payable by the Unit Owners to meet the common expenses of the Condominium; (c) adopt or amend rules and regulations covering the details of the operation and use of the Common Elements; (d) purchase, lease or otherwise acquire Units in the Condominium in the name of the Association; (e) approve any actions or proposals required by the Act, the Declaration, the Articles or these Bylaws to be approved by Unit Owners; or (f) fill vacancies on the Board. Meetings of the executive committee shall be open to Unit Owners.

3.26 Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.27 Order of Business. The order of business at meetings of Directors shall be:

A. Calling of roll.

B. Proof of notice of meeting or waiver of notice.

C. Reading and disposal of any unapproved minutes.

D. Reports of officers and committees.

E. Election of Directors.

F. Unfinished Business.

G. New Business.

H. Adjournment.

3.28 Failure to Elect Director Quorum. If the Association or the Board fails to fill vacancies on the Board sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all the powers and duties of a duly constituted Board and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and these Bylaws shall be exercised exclusively by the Board, or its duly authorized agents, contractors or employees, subject only to the approval by Unit Owners when that approval is specifically required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management and Operation of the Condominium Property.

4.2 Contract, Sue or be Sued. After control of the Association is obtained by Unit Owners other than the Developer, the Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the Association may have shall not begin to run until the Unit Owners have elected a majority of the Directors.

4.3 Right of Access to Units. The Association has the irrevocable right to access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.

4.4 Make and Collect Assessments; Common Elements. The Association has the power to make and collect assessments, and to lease, maintain, repair and replace the common elements. A user fee may not be charged for the use of common elements or Association property unless such fee is provided for in the Declaration, approved by a majority vote of the Unit Owners, or relate to expenses incurred by the Unit Owner having exclusive use of the common element or Association property. Garage or reserved parking spaces are limited common elements, as set forth in paragraph 5.5 of the Declaration of Condominium, and are not subject to assessment by the Association even though such parking spaces are used exclusively by their respective unit owners.

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4.5 Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

4.6 Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.

4.7 Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

4.8 Purchase Land or Recreation Lease. Any land or recreation lease may be purchased by the Association on the approval of two-thirds of the voting interests of the Association.

4.9 Acquire Use Interest in Recreational Facilities. The Association may enter into agreements, acquire fee simple memberships and other possessory or use interest in lands or facilities, such as country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the Condominium property or not if (a) they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners and (b) if they exist or are created at the time the Declaration was recorded, they are fully stated and described in the Declaration.

4.10 Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

4.11 Authorize Certain Amendments. If it appears that through a drafter's error in the Declaration that the common elements, common expenses, or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board or a majority of the voting interests.

4.12 Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the common elements, common areas, and recreational facilities serving the Condominium.

4.13 Maintain Official Records. The Association shall maintain all of the records, where applicable, set forth in Article IX of these Bylaws, which shall constitute the official records of the Association.

4.14 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property and the Condominium property. The Association may also obtain liability insurance for Directors and officers, insurance for the benefit of the Association employees, and flood insurance for common elements, Association property and units. The Association shall make available a copy of each policy for inspection by Unit Owners at reasonable times.

4.15 Furnish Annual Financial Reports to Unit Owners. Within 60 days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the Bylaws, the Board of Directors of the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous 12 months prepared in accordance with generally accepted accounting principles.

4.16 Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.17 Provide Certificate of Unpaid Assessment. Any Unit Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Condominium parcel.

4.18 Pay the Annual Fee to the Division for Each Residential Unit Operated by the Association.

4.19 Contract for Operation, Maintenance, and Management of the Condominium.

4.20 Pay Taxes or Assessments Against the Common Elements or Association Property.

4.21 Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.

4.22 Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium property and may retain those professional services that are required for those purposes.

4.23 Impose Fines. The Board may impose fines on Unit Owners in such reasonable sums as they may deem appropriate, not to exceed the maximum allowed by the Division or Act for violations of the Declaration, these Bylaws, or lawfully adopted rules and regulations by Owners or their guests or tenants. See 7.10.

4.24 Suspend Approval for Delinquent Unit Owner. The Board may disapprove the prospective tenant of any Unit Owner as long as he is delinquent in the payment of assessments for Common Expenses.

4.25 Authorize Private Use of the Common Elements. The Board may authorize Unit Owners or others to use portions of the Common Elements, such as social rooms and meeting rooms for private parties and gatherings. Reasonable charges may be imposed provided a lease is entered into between the Association and the Unit Owner.

4.26 Repair or Reconstruct Improvements After Casualties.

4.27 Lien for Labor and Materials Furnished to the Common Elements. Labor performed on or materials furnished to the Common Elements, if authorized by the Board, may be the basis for the filing of a lien against all Condominium parcels in the proportions for which the Owners are liable for Common Expenses.

4.28 Evidence of Compliance to Fire and Safety Code. The Board may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units to the applicable fire and life safety codes.

4.29 Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums, and Mobile Homes. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide a substantive response to the inquirer. If a legal opinion is requested, the Board shall within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein shall preclude the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may, through its Board, adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

V. OFFICERS

5.1 Executive Officers. The executive officers of the Association shall be a President, who

shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary. The officers shall be elected annually by the Board and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board from time to time shall elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that usually are vested in the office of president of an Association, including but not limited to the power to appoint committees from the Unit Owners to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate. He shall preside at all meetings of the Board.

5.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Unit Owners. He shall attend to the serving of all notices to the Unit Owners and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation. The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Condominium.

VI. FISCAL MANAGEMENT

6.1 Board Adoption of Budget. The Board shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least 45 days before the end of each fiscal year.

6.2 Budget Requirements. The proposed annual budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

A. Administration of the Association.

B. Management fees.

C. Maintenance.

D. Rent for recreational and other commonly used facilities.

E. Taxes on Association property.

F. Taxes on leased areas.

G. Insurance.

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H. Security provisions.

I. Other expenses.

J. Operating capital.

K. Fees payable to the Division.

L. Reserve accounts for capital expenditures and deferred maintenance pursuant to the Act and any Division regulations.

6.3 Notice of Budget Meeting. The Board shall mail or hand deliver to each unit owner at the address last furnished to the Association a meeting notice and copies of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the budget will be considered. Notice shall be provided pursuant to Provision 2.9. Evidence of Compliance with this fourteen (14) day notice must be made by Affidavit executed by an officer of the Association or other manager and filed among the official records of the Association.

6.4 Unit Owner Rejection of Excessive Budget. If a budget adopted by the Board of Directors requires assessment against the Unit Owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board, on written application of 10% of the voting interests, shall call a special meeting of the Unit Owner within 30 days. Each Unit Owner shall receive 10 days notice of the meeting. Notice shall be provided pursuant to Provision 2.9. At the special meeting, Unit Owners shall consider and enact a budget by not less than a majority of all voting interests. If a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium property, nonrecurring expenses and assessments for betterment to the Condominium property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in the previous year.

6.5 Alternative Budget Adoption by Directors. At its option, for any fiscal year, the Board may propose a budget to the Unit Owners at a meeting of Directors or in writing. If the proposed budget is approved by the Unit Owners at the meeting or by a majority of all voting interests in writing, the budget shall be adopted.

6.6 Budget Restraints on Developer. As long as the Developer is in control of the Board, the Board shall not impose an assessment for any year greater than 115% of the previous year's assessment without approval of a majority of all voting interest other than those held by the Developer.

6.7 Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Unit Owner or the authorized representative of such Owner at all reasonable times. The records shall include, but are not limited to:

A. Accurate, itemized, and detailed records of all receipts and expenditures.

B. A current account and a monthly, bi-monthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

C. All audits, review, accounting statements, and financial reports of the Association or Condominium.

D. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year. Within 60 days after the end of each fiscal year, the Board shall mail or furnish by personal

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delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months.

6.8 Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.

6.9 Fidelity Bonding. Each officer and Director of the Association and each employee of the agent under the terms of the Association Management Agreement now in force or in force in the future who controls or disburses its funds shall be bonded by a fidelity bond. If the Association's annual gross receipts do not exceed $100,000, the bond shall be in the principal sum of not less than $10,000 for each person. If the Association's annual gross receipts exceed $100,001, but do not exceed $300,000, the bond shall be in the principal sum of $30,000 for each person. If the Association's annual gross receipts exceed $300,000, the bond shall be in the principal sum of not less than $50,000 for each person. The Association shall bear the cost of bonding.

6.10 Annual Election of Income Reporting Method. The Board shall make a determination annually, based on competent advice, as to whether it shall cause the Association's income to be reported to the Internal Revenue Service by the "regular" method (Federal Tax Form 1120H), according to which method of reporting shall best serve the interest of the Association for the reporting period under consideration.

VII. ASSESSMENTS AND COLLECTION

7.1 Assessments, Generally. Assessments shall be made against the Units not less frequently than quarterly in the discretion of the Board. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

7.2 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for Common Expenses, as determined by the Board, shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within such time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. Upon completion of such specific purpose or purposes, however, any excess funds shall be considered Common Surplus.

7.3 Charges for Other than Common Expenses. Charges by the Association against individual Unit Owners for other than Common Expenses shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than Common Expenses may be made only after approval of a Unit Owner or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium property or recreation area, maintenance services furnished at the expense of a Unit Owner and other services furnished for the benefit of a Unit Owner. The provisions of 7.7 shall not apply to the charges described herein.

7.4 Liability for Assessments. Each Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the Unit Owner. The Unit Owner and his grantee in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the transfer of title. A first mortgagee or other purchaser of a Condominium Unit who obtains title to the Condominium parcel by a purchase at the public sale

resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or who obtains title as a result of a deed given in lieu of foreclosure, together with his successors and assigns, is liable for the share of Common Expenses or assessments attributable to the Condominium parcel or chargeable to the former Unit Owner of the parcel as required by F.S. 718.116. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

7.5 Assessments Against Developer-Owned Units. If a Developer holds units for sale in the ordinary course of business, the Developer may not be assessed as a Unit Owner for capital improvements without written approval by the Developer.

7.6 Assessments, Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.7 Collection: Interest, Administrative Late Fees, and Application of Payment. Assessments and installments on them, if not paid within ten days after the date they become due, shall bear interest at the highest rate allowed by the laws of the State of Florida (currently 18%) from the date when due until paid. In addition to interest, the Association may charge an administrative late fee in an amount not to exceed the greater of $25.00 or 5% of the assessment for each delinquent installment that is late. All payments received by the Association upon account shall be applied first to interest, then to any administrative late fee, then to any costs and reasonable attorneys fees incurred in collection, and then to the delinquent assessment.

7.8 Lien for Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. Except as otherwise provided, the lien is effective from and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the public records in the county in which the Condominium parcel is located.

To be valid, a claim of lien must state the description of the condominium parcel, the name of the record owner, the name and address of the Association, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association. No such lien shall be effective longer than one year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The one-year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The claim of lien shall secure all unpaid assessments, interest, administrative late fees, costs, and attorneys' fees which are due and which may accrue after the recording of the claim of lien and before the entry of a final judgment of foreclosure. The lien is subordinate to any mortgage on the Condominium parcel recorded before it.

Where a unit owner is delinquent in the payment of assessments, and the Association institutes collection procedures by pursuing a claim of lien, for the purpose of that action, the Association may include the assessments due for the remaining budget year. If accelerated, those assessments become due and payable on the date the claim of lien is filed, regardless of the fact they might not have otherwise been billed or payable until a later date. Further, the claim of lien may secure interest owed on assessments and all reasonable costs and attorneys fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to satisfaction of the lien.

7.9 Collection: Suit, Notice. The Association may bring an action in its name to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least 30 days

before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return-receipt requested, addressed to the Unit Owner at the last known address. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

7.10 Fines. The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the Association bylaws, or reasonable rules of the Association. No fine will become a lien against a unit. No fine may exceed $100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed $1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. Before levying a fine, the Board shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The notice shall include:

A. a statement of the date, time and place of the hearing;

B. a statement of the provisions of the Declaration, these Bylaws and lawfully adopted rules and regulations which have allegedly been violated; and

C. a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. Upon the levying of any fine, the Board may collect such fines like assessments in one or more installments. Each day of violation shall be a separate violation. The affected Unit Owner, whether the offending party or not, shall always be given notice of the hearing. No fine shall become a lien against a Unit. No fines may be levied against unoccupied Units.

VIII. ASSOCIATION CONTRACTS

8.1 Fair and Reasonable, Cancellation. Any contracts made by the Association before the Unit Owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance or management of the Association or property serving the Unit Owners, made by the Association, whether before or after assumption of control of the Association by the Unit Owners, must not be in conflict with the powers and duties of the Association or the rights of the Unit Owners. Contracts made by the Association before the Unit Owners assume control may be canceled by the Unit Owners after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Laundry-Related Vending Equipment. The Developer may obligate the Association under lease agreements or other contractual arrangements for laundry-related vending equipment. The leases or agreements for such vending equipment may not be subject to cancellation by Unit Owners other than the Developer if those leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the State of Florida.

8.4 Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

A. Specification of the services, obligations, and responsibilities of the service provider.

B. Specification of costs for services performed.

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C. An indication of frequency of performance of services.

D. Specification of minimum number of personnel to provide the services contracted for.

E. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

IX. ASSOCIATION OFFICIAL RECORDS

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

A. A copy of the plans, permits, warranties and other items provided by the Developer pursuant to F.S. 718.301(4) of the Act.

B. A Photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments.

C. A photocopy of the recorded Bylaws of the Association and all amendments.

D. A certified copy of the Articles of Incorporation of the Association and all amendments.

E. A copy of the current rules of the Association.

F. A book or books containing the minutes of all meetings of the Association, of the Board and of Unit Owners, which minutes shall be retained for a period of not less than seven years.

G. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.

H. All current insurance policies of the Association and Condominiums operated by the Association.

I. A current copy of any management agreement, lease or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.

J. Bills of sale or transfer for all property owned by the Association.

K. The accounting records required in 6.7.

L. Ballots, sign-in sheets, voting proxies and all other papers related to voting, which shall be maintained for a period of one year from the date of the meeting, election or vote to which the document relates.

M. All rental records where the Association is acting as agent for the rental of Condominium Units.

N. A copy of the current question and answer sheet as described in section 718.504, Florida Statutes.

O. All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

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The official records of the Association shall be maintained in the county in which the Condominium is located and shall be open to inspection by any Unit Owner or the authorized representative of such Owner at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Unit Owner. Failure to permit inspection of the Association records entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection.

X. OBLIGATIONS OF OWNERS

10.1 Violations, Notice, Actions.

In the case of a violation (other than the nonpayment of an assessment) by a Unit Owner of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted rules and regulations, the Association by direction of the Board may transmit to the Unit Owner by certified mail, return-receipt requested, a notice of the violation. If the violation shall continue for a period of 30 days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

A. File an action to recover for its damages on behalf of the Association or on behalf of other Unit Owners.

B. File an action for injunctive relief requiring the offending Unit Owner to take or desist from taking certain actions.

C. File an action for both damages and injunctive relief.

A Unit Owner may bring an action against the Association or any Director for damages, injunctive relief, or both, if the Association, or a Director willfully and knowingly, fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws or the rules and regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under Provision 4.25.

10.2 Attorneys' Fees. In any action brought pursuant to Provision 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

10.3 No Waiver of Rights. Neither a Unit Owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Unit Owner or the purposes of the provision, except that Unit Owners or Directors may waive notice of specific meetings in writing.

XI. ARBITRATION OF INTERNAL DISPUTES

Disputes among Unit Owners, the Association, their agents, and assigns may be resolved by mandatory non-binding arbitration pursuant to the Act and any Division regulations.

XII. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Condominium during the period of membership, nor impair any rights or remedies that the Association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

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XIII. LIMITATIONS ON UNIT OWNER LIABILITY FOR USE OF COMMON ELEMENTS

Each Unit Owner may be personally liable for the acts or omissions of the Association relating to the use of the Common Elements. That liability shall be shared with other Unit Owners in the same percentages as their respective interests in the Common Elements. No individual Unit Owner's liability shall exceed the value of his Unit.

XIV. PARLIAMENTARY RULES

ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles, or these Bylaws.

XV. RULES AND REGULATIONS

15.1 Board May Adopt. The Board may adopt and amend, from time to time, reasonable rules and regulations governing the details or the use and operation of the Common Elements, Allocation property, and recreational facilities serving the Condominium.

15.2 Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Condominium property and a copy furnished to each Unit Owner. No rule, regulation, or amendment shall become effective until 30 days after posting, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately on posting.

15.3 Limitations on Authority. The Board may not unreasonably restrict any Unit Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in Common Elements, Association property, common areas, and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

15.4 Reasonableness Test. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of the health, happiness, and peace of mind on the Unit Owners and uniformly applied and enforced.

XVI. RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE AND APPEARANCE OF THE UNITS.

16.1 Where Contained. Restrictions on the use, maintenance, and appearance of the individual Condominium Units shall be as stated in the Declaration and no amendments to such restrictions shall be contained elsewhere than in the Declaration as adopted by a vote of the Unit Owners conducted in the manner prescribed elsewhere in these Bylaws.

16.2 Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Unit Owners shall be valid and in the nature of covenants running with the land, unless it is shown that they: (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional right.

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XVII. BYLAWS DEEMED AMENDED

These Bylaws shall be deemed amended in those particulars as may be required to make them consistent with the provisions of the Act, as it may be amended from time to time.

XVIII. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

A. The Act, and any regulations promulgated by the Division.

B. The Declaration

C. The Articles

D. These Bylaws

E. The Association's rules and regulations

XIX. INDEMNIFICATION

Every officer and Director shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or Director, whether or not he is an officer or Director at the time the expenses are incurred. The officer or Director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the Unit Owner. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or officer may be entitled.

XX. DEFECTIVE CONDOMINIUM DOCUMENTS, CURATIVE PROVISIONS

Pursuant to F.S. 718.110(10) of the Act, the Association or a Unit Owner may petition the circuit court having jurisdiction in the county in which the Condominium property is situated to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act. In any case, after three years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a Condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

XXI. AMENDMENTS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

21.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

21.2 Adoption. An amendment may be proposed either by a majority of the Board or by

not less than one third of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than two-thirds of the voting interests of the Association.

21.3 Limitation. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter or amend the rights of the Developer or mortgagees of Units without their consent.

21.4 Recording. A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration of each Condominium operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the Declaration is recorded.

21.5 Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER _____ FOR PRESENT TEXT".

XXII. CONSTRUCTION

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

The foregoing were adopted as the Bylaws of DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC., on August 31, 1999.

DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC.

BY: _____
Name: Frank L. Plaut
President
[Print/Type Name]

ATTEST:

Its: _____
SECRETARY

[CORPORATE SEAL]

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EXHIBIT "E"

DISCLOSURE STATEMENT

** OFFICIAL RECORDS **
BK 2223 PG 4785

DISCLOSURE STATEMENT

A CONDOMINIUM UNIT IN **DESTIN HARBOR PLACE, A CONDOMINIUM,** A MAJOR (12 unit) DEVELOPMENT, IN THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, SITUATED ON HIGHWAY 98 ON THE EAST 150 FEET OF THE WEST 500 FEET OF LOT 3-A SOUTH OF HIGHWAY 98, MORENO POINT, MILITARY RESERVATION ACCORDING TO THE PLAT RECORDED IN DEED BOOK 25, PAGE 571, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, WHICH IS BEING PURCHASED FROM _____ By _____ IS ADJACENT TO COMMERCIAL USES WHICH MAY PRODUCE INTRUSIVE NOISES. THE PURCHASER, _____, IS HEREBY NOTICED THAT:

"THIS LAND IS ADJACENT TO COMMERCIAL USES WHICH PRODUCE INTRUSIVE NOISES THAT MAY BE OBJECTIONABLE".

THE UNDERSIGNED PURCHASER OF SAID LAND HEREBY CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS THE ABOVE DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE SUBJECT PROPERTY IS LOCATED IN A COMMERCIAL AREA.

PURCHASER(S):

_____
Name: _____

_____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 199___, by _____ and _____, who are personally known to me or have produced _____ as identification.

_____
_____
[Print/Type Name]
NOTARY PUBLIC
Commission Number: _____
My Commission Expires: _____

[NOTARIAL SEAL]

** OFFICIAL RECORDS **
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EXHIBIT "F"

SUBMERGED LAND LEASE

51.00

** OFFICIAL RECORDS **
BK 2218 PG 1065

FILE # 1715447 RCD: Jul 27 1999 @ 02:50PM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

** OFFICIAL RECORDS **
BK 2223 PG 4787

This Instrument Prepared By:
Diane C. Rogowski
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE

No. 462590141

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to DESTIN HARBOR PLACE, L.C., a Florida limited liability company, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land being a portion of Lot 3A, Moreno Point Military Reservation, Township 02 South, Range 22 West, in Old Pass Lagoon, Okaloosa County, containing 5,993 square feet, more or less, as is more particularly described and shown on Attachment A, dated November 24, 1998.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from May 10, 1999, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follow:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate an ownership oriented docking facility exclusively to be used for recreational vessels in conjunction with an upland condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveaboards, as shown and conditioned in Attachment A, and the Department of Environmental Protection, Environmental Resource Permit Exemption No. 46-0136013-001-DF, dated May 10, 1999, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, with any right of renewal.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of $ 692.79 and 25 percent surcharge, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

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3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including wet slip rental information, if applicable. In addition, if the wet slip rental rates change during the year, the Lessee shall submit a revised rate schedule within 30 days following the effective date of the rate change. The Lessor reserves the right to assess retroactively additional payments when the actual rental rates or total number of linear feet for rent used to determine the annual payment differs from the rental rates or total number of linear feet for rent supplied by the Lessee.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall secure, maintain, and keep all records for the entire term of this lease, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease payment verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the Department of Environmental Protection, Environmental Resource Permit . The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wetslips, from rental of wetslips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

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11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, it successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Destin Harbor Place, L.C.
1000 Ridgeway Loop Road, Suite 320
Memphis, Tennessee 38120

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

15. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

Page 3 of 11 Pages
Sovereignty Submerged Lands Lease No. 462590141

** OFFICIAL RECORDS **
BK 2218 PG 1068

** OFFICIAL RECORDS **
BK 2223 PG 4790

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by Law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

** OFFICIAL RECORDS **
BK 2218 PG 1069

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

27. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

28. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

29. SPECIAL LEASE CONDITIONS:

(a) The Lessee shall prohibit any mooring, on either a temporary or permanent basis, to the eastern and western faces of the main access dock for a distance of 58 feet from the MHW line. To ensure compliance, the Lessee agrees to place and maintain signs advising boaters that mooring either on a temporary or permanent basis is prohibited.

(b) During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships. In the event that Lessor adopts a provision prohibiting "cruises to nowhere" from operation on or entry onto the leased premises which is different from the above language, Lessee agrees that this lease shall forthwith be modified to include the revised language.

** OFFICIAL RECORDS **
BK 2223 PG 4791

** OFFICIAL RECORDS **
BK 2218 PG 1070

WITNESSES:

Martha L Wilson
Original Signature

MARTHA L WILSON
Typed/Printed Name of Witness

Terry Wheat
Original Signature

Terry Wheat
Typed/Printed Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY for W. Richard Fancher
Bobby A. Cooley, Director of District Management, Northwest District, Department of Environmental Protection, as agent for the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 16th day of July, 1999, by Bobby A. Cooley, Director of District Management, Northwest District, Department of Environmental Protection, who is personally known to me.

W. Richard Fancher for
APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Susan P. Brice
Notary Public, State of Florida

SUSAN P. BRICE
MY COMMISSION # CC 789635
EXPIRES: November 9, 2002
Bonded Thru Notary Public Underwriters

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Original Signature

GRIFFIN MEGEATH BETTENCOURT
Typed/Printed Name of Witness

Original Signature

Leigh F. Moran
Typed/Printed Name of Witness

DESTIN HARBOR PLACE, L.C., a Florida limited liability company (SEAL)

BY
Original Signature of Executing Authority

Frank L. Flautt
Typed/Printed Name of Executing Authority

Managing Member
Title of Executing Authority

"LESSEE"

** OFFICIAL RECORDS **
BK 2223 PG 4792

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 9TH day of JULY, 19 99, by Frank L. Flautt as Managing Member of Destin Harbor Place, L.C., a Florida limited liability company, for and on behalf of the company. He is personally known to me or who has produced Drivers License, as identification.

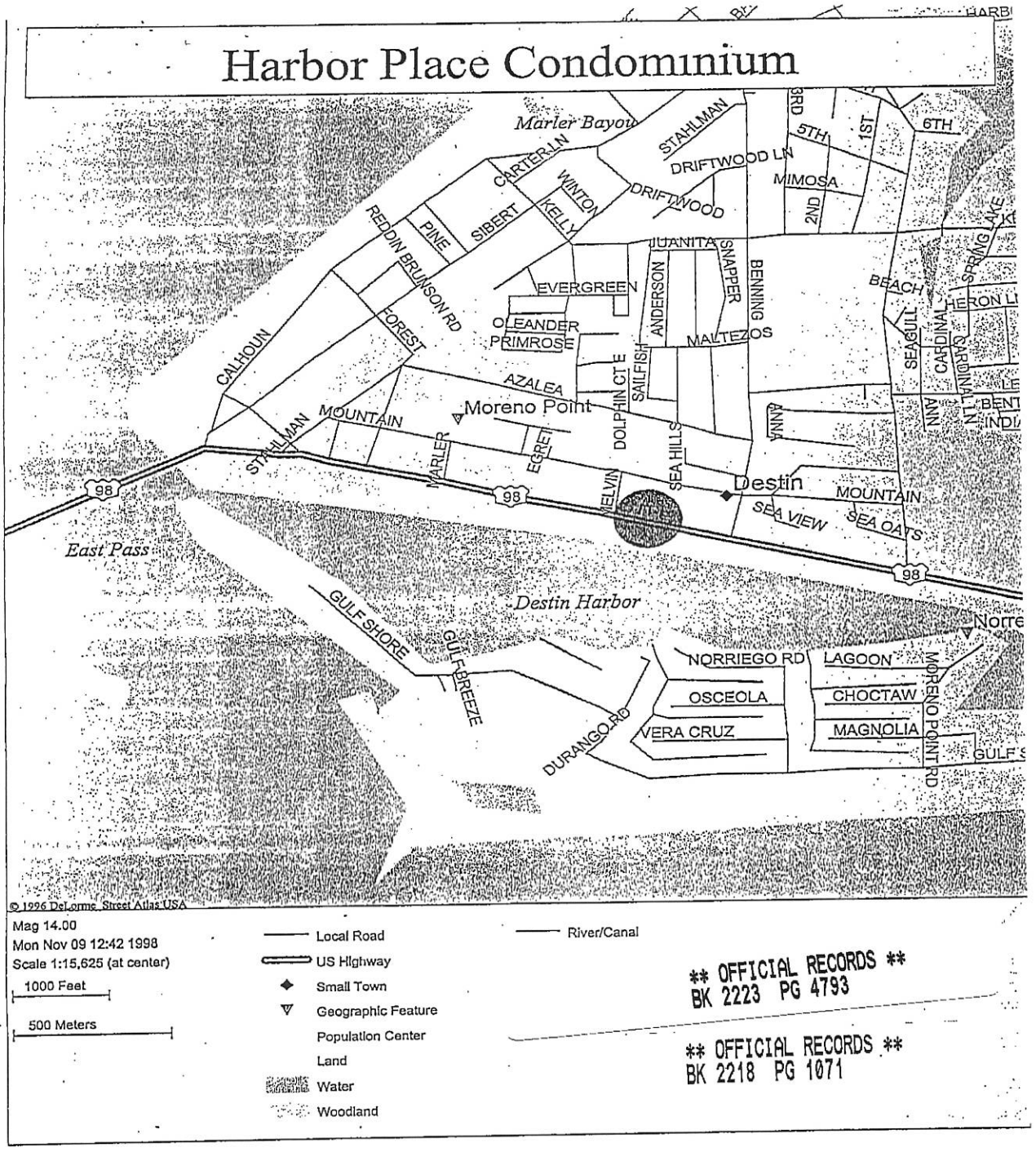
JUSTINE J. SHULFORD NOTARY PUBLIC MECKLENBURG COUNTY, NORTH CAROLINA

My Commission Expires: My Commission Expires March 4, 2004

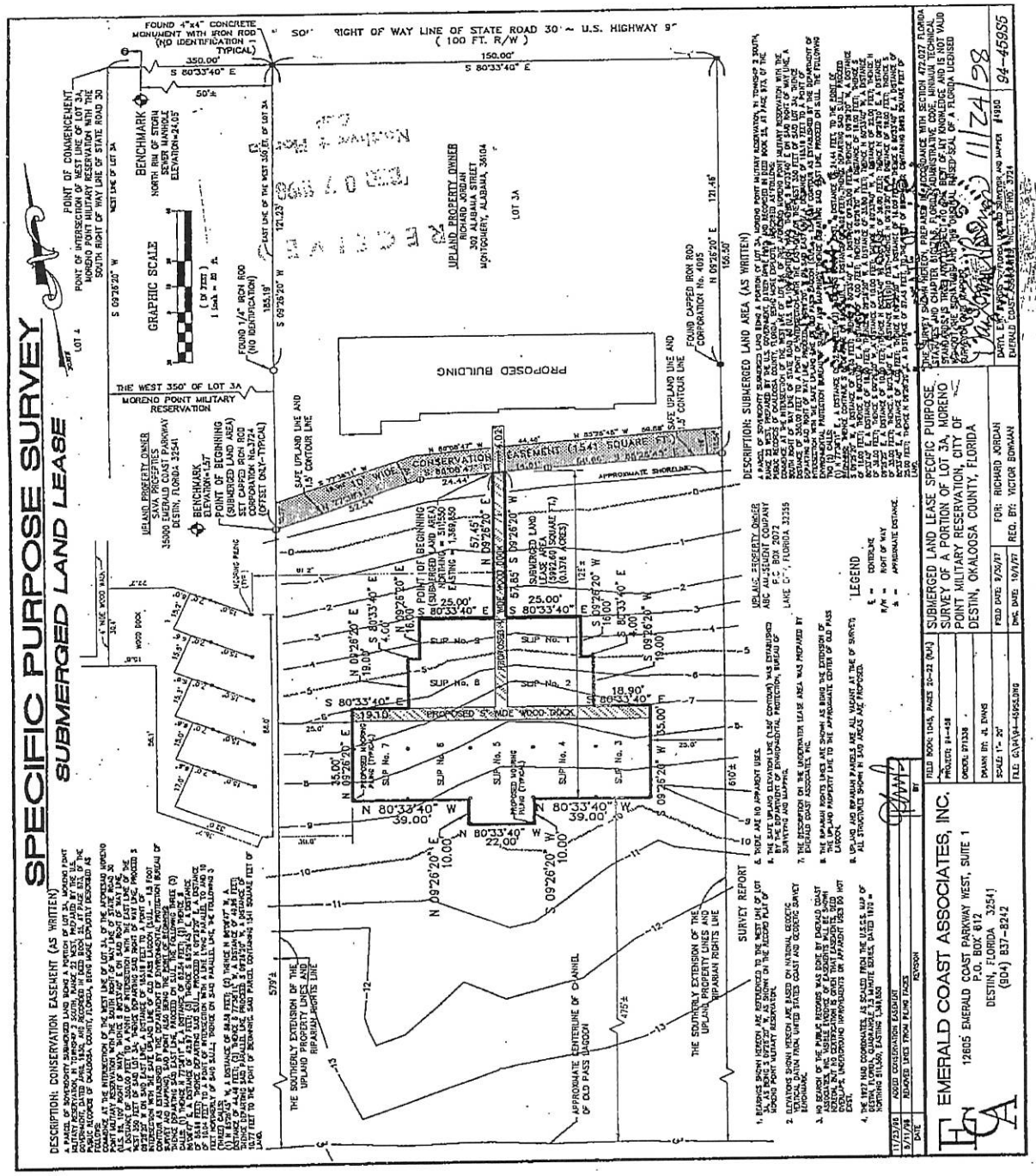
Commission/Serial No.

Justine J. Shulford
Notary Public, State of North Carolina

JUSTINE J SHULFORD
Printed, Typed or Stamped Name



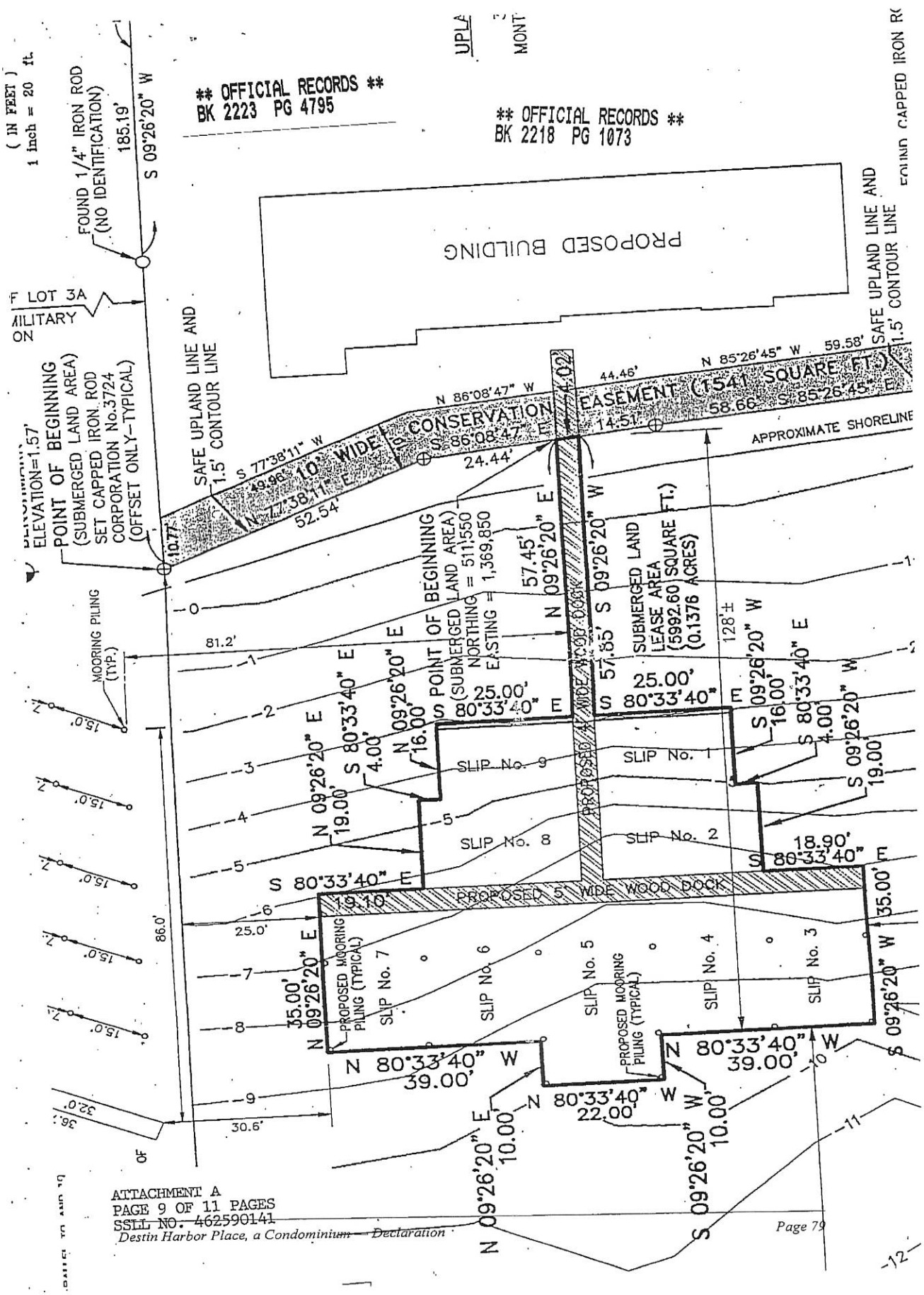
ATTACHMENT A
PAGE 7 OF 11 PAGES
SSLL NO. 462590141



** OFFICIAL RECORDS **
BK 2218 PG 1072

ATTACHMENT A
PAGE 8 OF 11 PAGES
SSLL NO. 462590141

** OFFICIAL RECORDS **
BK 2223 PG 4794



ATTACHMENT A
PAGE 9 OF 11 PAGES
SSLL NO. 462590141
Destin Harbor Place, a Condominium — Declaration

** OFFICIAL RECORDS **
BK 2223 PG 4796

FABRE ENGINEERING INC.
ENGINEERS ◆ PLANNERS ◆ SURVEYORS

119 GREGORY SQUARE ◆ PENSACOLA, FLORIDA 32501-4915 ◆ TEL: (850) 433-6438 ◆ FAX: (850) 434-7842

** OFFICIAL RECORDS **
BK 2218 PG 1074

DESCRIPTION: (AS WRITTEN)

A PARCEL OF SOVEREIGNTY SUBMERGED LAND BEING A PORTION OF LOT 3A, MORENO POINT MILITARY RESERVATION, IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, PREPARED BY THE U.S. GOVERNMENT, DATED APRIL 1930, AND RECORDED IN DEED BOOK 25, AT PAGE 573, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 3A, OF THE AFORESAID MORENO POINT MILITARY RESERVATION WITH THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 30 (U.S. 98, 100' RIGHT OF WAY); THENCE S 80°33'40" E ON SAID RIGHT OF WAY LINE, A DISTANCE OF 350.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 350 FEET OF SAID LOT 3A; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED S 09°26'20" W ON SAID EAST LINE, A DISTANCE OF 185.19 FEET TO A POINT OF INTERSECTION WITH THE SAFE UPLAND LINE OF OLD PASS LAGOON (S.U.L. – 1.5 FOOT CONTOUR AS ESTABLISHED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF SURVEY AND MAPPING); THENCE DEPARTING SAID EAST LINE, PROCEED ON S.U.L. THE FOLLOWING TWO (2) CALLS:
(1) N -77°38'11" E , A DISTANCE OF 52.54 FEET; (2) THENCE S 86°08'47" EAST, A DISTANCE OF 24.44 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S 86°08'47" E ON SAID S.U.L., A DISTANCE OF 4.02 FEET; THENCE DEPARTING SAID S.U.L., PROCEED S 09°26'20" W, A DISTANCE OF 57.85 FEET; THENCE S 80°33'40" E, A DISTANCE OF 25.00 FEET; THENCE S 09°26'20" W, A DISTANCE OF 16.00 FEET; THENCE S 80°33'40" E, A DISTANCE OF 4.00 FEET; THENCE S 09°26'20" W, A DISTANCE OF 19.00 FEET; THENCE S 80°33'40" E, A DISTANCE OF 18.90 FEET; THENCE S 09°26'20" W, A DISTANCE OF 35.00 FEET; THENCE N 80°33'40" W, A DISTANCE OF 39.00 FEET; THENCE S 09°26'20" W, A DISTANCE OF 10.00 FEET; THENCE N 80°33'40" W, A DISTANCE OF 22.00 FEET; THENCE N 09°26'20" E, A DISTANCE OF 10.00 FEET; THENCE N 80°33'40" W, A DISTANCE OF 39.00 FEET; THENCE N 09°26'20" E, A DISTANCE OF 35.00 FEET; THENCE S 80°33'40" E, A DISTANCE OF 19.10 FEET; THENCE N 09°26'20" E, A DISTANCE OF 19.00 FEET; THENCE S 80°33'40" E, A DISTANCE OF 4.00 FEET; THENCE N 09°26'20" E, A DISTANCE OF 16.00 FEET; THENCE S 80°33'40" E, A DISTANCE OF 25.00 FEET; THENCE N 09°26'20" E, A DISTANCE OF 57.45 FEET, TO THE POINT OF BEGINNING. CONTAINING 5993 SQUARE FEET OF LAND.

(NOT A SURVEY)

I CERTIFY THAT THE INFORMATION SHOWN ON THESE DRAWINGS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

5.13.98
FLORIDA REG. NO. 47084

RECEIVED
MAY 18 1998
NORTHWEST FLORIDA
DEP

PURPOSE: PROPOSED PRIVATE MARINA
DATUM: NATIONAL GEODETIC VERT. DATUM (1929) FROM USC&GS BM C-174. EL.22.75
PROPERTY OWNER: RICHARD JORDAN, 902 ALABAMA ST., MONTGOMERY, AL 36104
ADJACENT PROPERTY OWNERS: ABC AMUSEMENT CO., P.O. BOX 2072, LAKE CITY, FL 32056
BAYA PROPERTIES, 35000 EMERALD COAST PKWY., DESTIN, FL 32541

IN: OLD PASS LAGOON
AT: DESTIN
COUNTY OF OKALOOSA STATE OF FLORIDA
APPLICATION BY: MR. RICHARD JORDAN
SHEET 1 of 7 DATE 12/31/97
441525I.DWG

DER Form 17-1.203 1 Effective November 30, 1982

ATTACHMENT A
PAGE 10 OF 11 PAGES
SSLL NO. 462590141

** OFFICIAL RECORDS **
BK 2243 PG 4156

FILE # 1759323 RCD: Mar 17 2000 @ 03:52PM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

This Instrument Prepared By:
MELISSA E. JOHNSON
Clark, Partington, Hart, Larry, Bond, Stackhouse & Stone
151 Regions Way, Suite 6-A
Destin, Florida 32541
(850) 650-3304

6-02

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF DESTIN HARBOR PLACE, A CONDOMINIUM

WHEREAS, on September 9, 1999, DESTIN HARBOR PLACE, L.C., a Florida Limited Liability Company (the "Developer"), executed a *Declaration of Condominium* (herein called the "Declaration") submitting the property known as Destin Harbor Place, a Condominium, to condominium use, which Declaration was recorded on September 13, 1999 in Official Records Book 2223, at Page 4716, of the Public Records of Okaloosa County, Florida; and

WHEREAS, the Destin Harbor Place Owners Association, Inc. (the "Association"), acting through its duly authorized President, and various owners of units in Destin Harbor Place, a Condominium (the "Condominium"), desire to amend Article 11, Section 11.1 of said Declaration to prohibit the short term rental of units in the Condominium and impose additional restrictions on the rental of units in general.

NOW, THEREFORE, the Association and its Members, by and through their duly elected President, and pursuant to the authority and in the manner provided by Article 19 of the Declaration, including proper notice of the proposed amendments and approval by the Members and Directors, hereby make the following amendments:

1. Article 11, Paragraph 11.1 of the Declaration is hereby amended to read as follows:

11 USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions:

11.1 Residential and Rental Use of Units.

Each unit is hereby restricted to residential or residential-rental use with the exception of short term rentals which are hereby prohibited. A "short term rental" is defined as any rental for a period of less than thirty (30) days. Long term rentals (defined as any rental for a period of thirty (30) days or more) shall be permitted; provided, however, that any such long term rental must first be submitted to and approved in writing by a majority vote of the Board of Directors of the Association."

IN WITNESS WHEREOF, the duly authorized President and Secretary, acting for and on behalf of the Association, having obtained the affirmative vote of ten of the twelve Members of said Association at a duly called and noticed meeting of the Membership held on the 4th day of March, 2000, and in accordance with the requirements and provisions of Article 19 of the Declaration, have executed this First Amendment to the Declaration effective the 15th day of March, 2000.

Signed, sealed and delivered in the presence of:

Margaret O'B. Warner
Print Name: Margaret O'B. Warner

Nan B. Bradley
Print Name: Nan B. Bradley

DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC., a Florida non -profit corporation

By: Richard M. Jordan
RICHARD M. JORDAN, President

[CORPORATE SEAL]

ATTESTED BY:

STEPHEN J. ABBOTT, Secretary

STATE OF FLORIDA
COUNTY OF OKALOOSA

Okaloosa County Property Appraiser

Parcel Summary

Parcel ID	00-2S-22-0615-0000-0000
Location Address	508 HARBOR BLVD DESTIN 0
Neighborhood	414517.02
Brief Tax Description	DESTIN HARBOR PLACE PARENT # (Note: The Description above is not to be used on legal documents.)
Property Use Code	HEADER RECORD
Sec-Twp-Rng	00-2S-22
Tax District	10-City of Destin
Millage Rate	11.8466
Acreage	
Homestead	False (Note: True=Yes, False=No)
Acreage (GIS)	0.6

View Map

Owner Information

DESTIN HARBOR PLACE
HEADER RECORD
DESTIN FL 32541

Address Change Form

Address Change Form

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
Building Value	$0	$0	$0	$0	$0
Extra Features Value	$0	$0	$0	$0	$0
Land Value	$0	$0	$0	$0	$0
Land Agricultural Value	$0	$0	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0	$0	$0
Just (Market) Value	**$0**	**$0**	**$0**	**$0**	**$0**
Assessed Value	$0	$0	$0	$0	$0
Exempt Value	$0	$0	$0	$0	$0
Taxable Value	$0	$0	$0	$0	$0
Maximum Save Our Homes Portability	$0	$0	$0	$0	$0

Permits

Permit Number	Type	Description	Issued	Amount
9902158	0000180	MISC	8/5/1999	$75,000
9902229	0000190	XFOB	8/13/1999	$1,000
9902425	0000140	MAINTEN	9/9/1999	$28,000
9902534	0000180	MISC	9/23/1999	$5,345
0000824	0000190	XFOB	3/23/2000	$1,300
0001656	0000190	XFOB	6/15/2000	$15,000
0002749	0000190	XFOB	10/17/2000	$900

2024 Property Record Card

Click Here to view the 2024 Property Record Card (PDF)

Tax Collector

Click here to view the Tax Collector website.

Generate Owner List by Radius

Distance:

100 Fee

Use Address From:

(•) **Owner** ( ) **Property**

Select export file format:

Address labels (5160)

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xlsx, csv or tab download formats.

Download

[x] Show All Owners

[ ] Show Parcel ID on Label

Skip Labels 0

No data available for the following modules: 2024 TRIM Notice, Land Information, Building Information, Extra Features, Building Area Types, Sales, Sketches.

The Okaloosa County Property Appraiser's Office (OCPA) makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Current year assessments are as of January 1st and are based on previous year sales activity. All website information is subject to change

| User Privacy Policy | GDPR Privacy Notice

Last Data Upload: 4/16/2025, 8:42:33 AM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

DESTIN HARBOR PLACE
PARENT #
00-2S-22-0630-0000-03A4

DESTIN HARBOR PLACE
HEADER RECORD
DESTIN, FL 32541

2024

00-2S-22-0615-0000-0000

BUILDING CHARACTERISTICS

ELEMENT	CD	CONSTRUCTION

MARKET ADJUSTMENTS

TYPE	MDL	EFF. AREA	TOT ADJ PTS	EFF. BASE RATE	REPL. COST NEW	AYB	EYB	ECON	FNCT		NORM	% COND

OKALOOSA COUNTY PROPERTY PAGE 1 of 1 10

VALUATION SUMMARY

VALUATION BY	STANDARD
Tax Group: 10	Tax Dist:
BUILDING MARKET VALUE	0
TOTAL MARKET OB/XF VALUE	0
TOTAL LAND VALUE - MARKET	0
TOTAL MARKET VALUE	0
SOH/AGL Deduction	0
ASSESSED VALUE	0
TOTAL EXEMPTION VALUE	0
BASE TAXABLE VALUE	0
TOTAL JUST VALUE	0
NCON VALUE	0
INCOME VALUE	
PREVIOUS YEAR MKT VALUE	0

DOR CODE	H. HEADER RECORD
MAP NUM	MKT AREA 04
NEIGHBORHOOD/LOC	414517.02 1.00/

AREA TYPE	TOTAL GROSS AREA	PCT OF BASE	TOT ADJ AREA	SUBAREA MARKET VALUE
TOTALS				

508 HARBOR, DESTIN

BLD DATE	
XF DATE	
INC DATE	
LGL DATE	
LAND DATE	
AG DATE	

PERMIT NUM	DESCRIPTION	AMT	ISSUED
0002749	XFOB	900	10/17/2000
0001656	XFOB	15,000	06/15/2000
0000824	XFOB	1,300	03/23/2000
9902534	MISC	5,345	09/23/1999
9902425	MAINTEN	28,000	09/09/1999
9902229	XFOB	1,000	08/13/1999

SALES DATA

OFF RECORD Number	DATE	TYPE INST	Q / U	V / I	RSN CD	SALE PRICE

BUILDING NOTES

BUILDING DIMENSIONS

EXTRA FEATURES

LN	OB/XF CODE	DESCRIPTION	BLD	CAP	L	W	UNITS	UT	Adj R	ADJ UNIT PRICE	ORIG COND	YEAR ON	YEAR ACTUAL	Q	% COND	OB/XF MKT VALUE	NOTES

LAND DESCRIPTION

TOTAL OB/XF 0

LN	USE CODE	CLS	LAND USE DESCRIPTION	CAP	RD	LOC ZONE	FRONT	DEPTH	TOT LND UTS	UNIT TYPE	DT	DPTH FACT	% COND	TOT ADJ	UNIT PRICE	ADJ UNIT PRICE	LAND VALUE	OTHER ADJUSTMENTS AND NOTES	YEAR	DENSITY	DECL	FRZ	YR	CONSRV

REVIEW DATE 03/16/2021 BY BA Total Acres: 0.00 Total Land Value: 0 Market: 0 Agricultural: 0 Common: 0 PRINTED 08/13/2024 BY SYS

File # 3710675
09/12/2024 10:50:21 AM Total Pages: 14
Fees: $120.50

JD Peacock II, Clerk of Circuit Court & Comptroller
Okaloosa County, FL

This Instrument Prepared By:
Makenna Patton
Action No. 49002
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 462590141

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Destin Harbor Place Owners Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

> A parcel of sovereignty submerged land in Lot 3A Moreno Point Military Reservation, Township 02 South, Range 22 West, in Destin Harbor (a/k/a Old Pass Lagoon), Okaloosa County, Florida, containing 11,398 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 21, 2017.

TO HAVE THE USE OF the hereinabove described premises from May 10, 2024, the effective date of this lease renewal, through May 10, 2034, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 9-slip private residential multi-family docking facility with boat lifts to be used exclusively for mooring of recreational vessels in conjunction with an upland residential condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 46-0136013-005-EI, dated July 25, 2017, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of $0.00, which includes the discounts authorized pursuant to Section 253.0347(2)(f), Florida Statutes, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the use of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 2223, Page 4716, Public Records of Okaloosa County, Florida, as amended from time to time, without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 2223, Page 4716, Public Records of Okaloosa County, Florida, as amended from time to time, together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Destin Harbor Place Owners Association, Inc.
C/O RDF Associates, INC.
PO Box 2613
Ft. Walton Beach, Florida 32549

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 2223, Page 4716, Public Records of Okaloosa County, Florida, as amended from time to time, which shall run with the title to said common elements and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 2223, Page 4716, Public Records of Okaloosa County, Florida, as amended from time to time. This lien on the common elements shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

29. SPECIAL LEASE CONDITION(S):

A. The Lessee shall prohibit any mooring, on either a temporary or permanent basis, along the eastern and western sides of the main access dock for a distance of approximately 21 feet from the mean high water line of Destin Harbor (a//k/a Old Pass Lagoon). To ensure compliance, the Lessee shall place and maintain: (1) a 3-foot high railing along the east and west face of the structures; and (2) signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

B. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

C. Vessels that either do not possess a current vessel registration and title as required by Chapters 327 and 328, Florida Statutes, or do not have a current vessel registration and title as required in another state or country are prohibited within the leased premises.

D. All vessels that moor, dock, or otherwise use the leased premises shall be maintained in a fully operational condition.

E. The Deed of Conservation Easement recorded in Official Records Book 2216, Page 1260, Public Records of Okaloosa County, Florida, is hereby amended to read as follows: "Grantor is authorized to construct, operate, repair and maintain the docking facility described in Lease No. 462590141 and depicted in Attachment A to said lease rather than the docking facility depicted in the exhibit(s) attached to the Deed of Conservation Easement."

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: Celeda A. Wallace

Printed Name: Celeda A. Wallace

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature Mckenna Patton

Printed Name: Makenna Patton

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: Michele Stevens
for Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 21st day of August 2024, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Katie Slattery Digitally signed by Katie Slattery Date: 2024.06.26 15:08:31 -04'00'

DEP Attorney Date

Celeda A. Wallace

Notary Public, State of Florida

CELEDA A. WALLACE
Commission # HH 504171
Expires March 13, 2028

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Signature: Jessica Moore

Printed Name: Jessica Moore

Address: 344 Woodham Ct. Fort Walton

32547, FL.

Signature: Kristen Smith

Printed Name: Kristen Smith

Address: 906 Nutmeg Ave

Niceville, FL 32578

Destin Harbor Place Owners Association, Inc.
a Florida nonprofit corporation (SEAL)

BY: Randy Taylor
Original Signature of Executing Authority

Randy Taylor
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

"LESSEE"

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this 12th day of August, 20 24, by Randy Taylor as President of Destin Harbor Place Owners Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He/she is personally known to me or who has produced _____, as identification.

My Commission Expires: 7/17/2025

Deborah Jane Fowner
Signature of Notary Public

Notary Public, State of Florida

Deborah Jane Fowner
Printed, Typed or Stamped Name

Commission/Serial No. HH 112184

Notary Public State of Florida
Deborah Jane Fowner
My Commission HH 112184
Expires 07/17/2025


Captain Leonard Destin Park
Destin Seafood
Shoreline Church
McGuire's Irish Pub of Destin
Destin History & Fishing Museum
HarborWalk Village
Destin Harbor Boardwalk
Brutulas Seafood House & Steamer
Norriego Point
East Pass
SNORKEL beach
Destin Water Park
Norriego Point Beach Access and Park
Destin Harbor
Destin Pointe by Vacasa
West Jetty
Layers
Google
Maltezos St
Destin Housekeeping Services
Azalea Dr
Mountain Dr
Legion Dr
Sea View Dr
Beach Dr
Harbor Blvd
Destin Auto Repair
Emerald Coast Home Elevators
Indian Hills
Buck Destin Park
First Baptist Church of Destin
Destin United Methodist Church
Donut Hole Bakery and Cafe
Boshamps Seafood and Oyster House
Shrimp Basket
Goodwill Retail Store & Donation Center
Crab Island Pontoons
Krispy Kreme
Sandpiper Cove
Lagoon Dr
Oscenia Dr
Choctaw Dr
Bent Arrow Dr
Sea Vista Dr
Benning Dr
Sailfish Dr
Snapper Dr
Melvin St
Destin Pub Ln
Sandpiper Cove
Map data ©2024
United States
Terms
Privacy
Send Product Feedback
500 ft

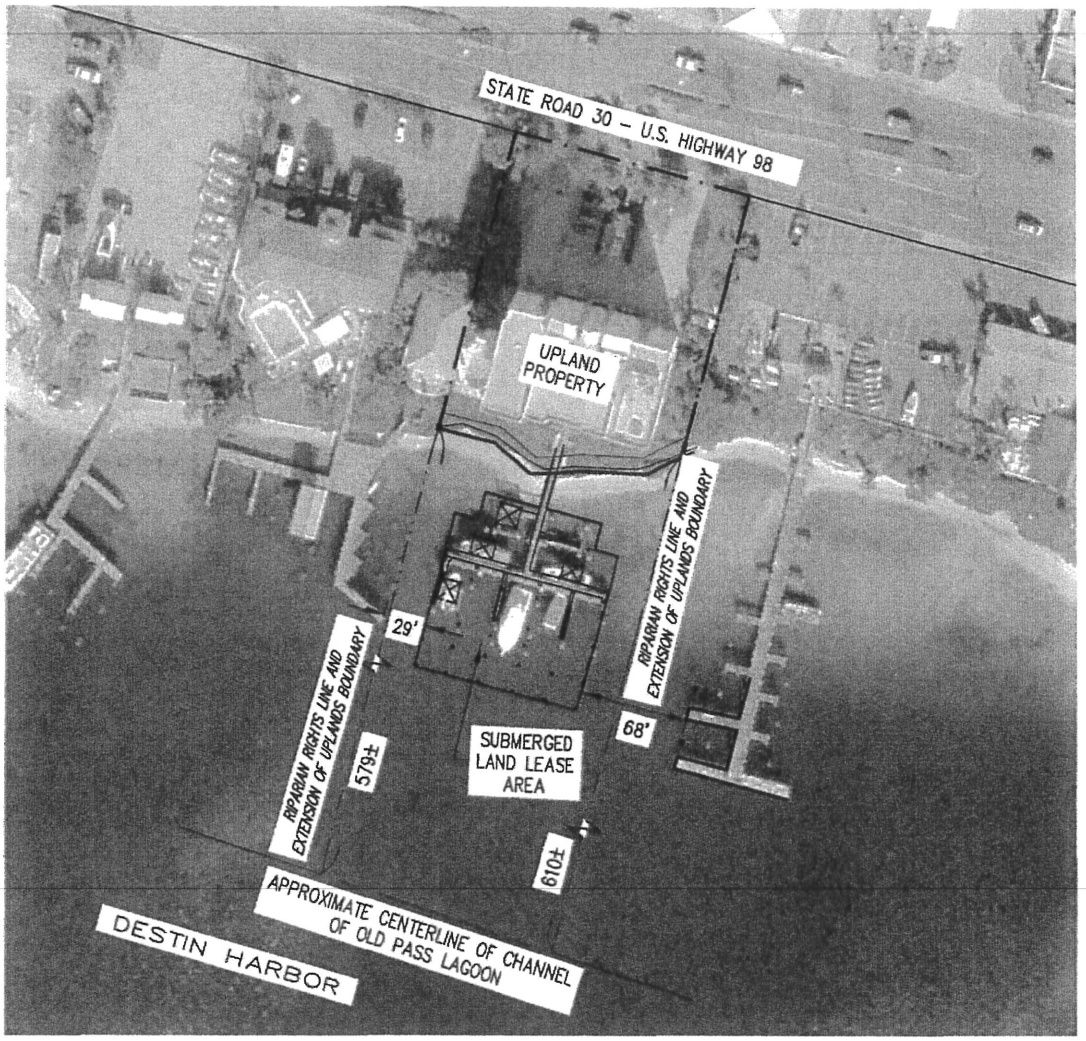
SPECIFIC PURPOSE SURVEY

GRAPHIC SCALE

0 50 100 200

(IN FEET)

1 inch = 100 ft.



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Land Planning • Engineering • Surveying
Since 1979

UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 23 WEST

VICINITY MAP

SHEET 1 OF 5

SCALE: 1"= 100'	FILE: 14-109SLL3.dwg
DRAWN BY: JAG	FIELD DATE: 3-3-17
DWG. DATE: 3-20-17	FIELD BOOK(S):
PROJECT: 14-109	1998, PAGES 40-43 AND 65-66(RL)
ORDER: 17-0215	2125, PAGES 6-7 (RL)
REQUESTED BY: MICHAEL DOMBROWSKI	
COMPANY: MRD ASSOCIATES, INC.	

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.

3/21/2017

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER #4980
EMERALD COAST ASSOCIATES, INC., L.B. #3724

14-109SSL3

J:\2014\14-109\17-0215-SUR-Resurvey_Destin Harbor Place\Drawing\14-109SLL3.dwg, SHEET 1, Jennifer, Mar 20, 2017 - 11:38:09am

SPECIFIC PURPOSE SURVEY

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH LAMBERT ZONE (No. 0903) NORTH AMERICAN DATUM, 1983/90 ADJUSTMENT, PURSUANT TO F.D.E.P. (D.N.R.) CCCL MONUMENTATION SHOWN HEREON.
2. THIS PARCEL IS LOCATED IN FLOOD ZONE VE 9, 9' MINIMUM FLOOR ELEVATION REQUIRED AND FLOOD ZONE VE 11, 11' MINIMUM FLOOR ELEVATION REQUIRED, AS DETERMINED BY SCALE FROM F.E.M.A. MAP NUMBER 12091C0488 H, PANEL 488 OF 494, DATED DECEMBER 6, 2002, OKALOOSA COUNTY, FLORIDA.
3. NO ENVIRONMENTAL JURISDICTION LINES HAVE BEEN DETERMINED BY EMERALD COAST ASSOCIATES, INC.
4. 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.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
6. APPARENT USES ARE AS SHOWN.
7. NO STRUCTURAL FOUNDATIONS BELOW THE SURFACE OF THE GROUND WERE LOCATED.
8. 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.
9. NO UNDERGROUND UTILITIES OR UTILITY LINES WERE LOCATED.
10. THE MEAN HIGH WATER LINE ELEVATION OF 0.73' NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WAS OBTAINED FROM THE F.D.E.P. LAND BOUNDARY INFORMATION SYSTEM INTERNET WEB SITE (WWW.LABINS.ORG). (DATE: 4-14-14)
11. STATE PLANE COORDINATES FOR P.O.B. SHOWN HEREON COMPUTED BY DIRECT MEASUREMENT TO FDEP PUBLISHED MONUMENTATION.
12. THIS IS A FIELD SURVEY.
13. THIS SURVEY CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

LEGEND:

No.	= NUMBER
#	= NUMBER
L.B.	= LICENSED BUSINESS
L.S.	= LICENSED SURVEYOR
O.R.	= OFFICIAL RECORDS
±	= MORE OR LESS
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
(TYP.)	= TYPICAL
INC.	= INCORPORATED
DWG	= DRAWING
NTS	= NOT TO SCALE
APPROX.	= APPROXIMATE
NAVD88	= NORTH AMERICAN VERTICAL DATUM OF 1988
PWP	= PERSONAL WATERCRAFT PLATFORM

⊗ = FOUND 1/2" CAPPED IRON ROD L.B. # 3724

⊕ = SET 1/2" CAPPED IRON ROD L.B. #3724 (WITNESS)

⊠ = FOUND 4" BY 4" CONCRETE MONUMENT NO I.D.

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SANTA ROSA BEACH, FLORIDA 32459
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SHEET 2 OF 5

SCALE: N/A	FILE: 14-109SLL3.dwg
DRAWN BY: JAG	FIELD DATE: 3-3-17
DWG. DATE: 3-20-17	FIELD BOOK(S):
PROJECT: 14-109	1998, PAGES 40-43 AND 65-66(RL)
ORDER: 17-0215	2125, PAGES 6-7 (RL)
REQUESTED BY: MICHAEL DOMBROWSKI	
COMPANY: MRD ASSOCIATES, INC.	

SEE SHEET 1 OF 5
FOR CERTIFICATIONS;
SHEETS 4 AND 5 FOR DETAILS

EMERALD COAST ASSOCIATES, INC., L.B. #3724

14-109SSL3

J:\2014\14-109\17-0215-SUR-Resurvey_Destin Harbor Place\Drawing\14-109SLL3.dwg, SHEET 2, Jennifer, Mar 20, 2017 - 11:38:11am

SPECIFIC PURPOSE SURVEY

DESCRIPTION:

(AS SURVEYED AND WRITTEN)

A PORTION OF SOVEREIGNTY SUBMERGED LAND BEING ADJACENT TO LOT 3A, MORENO POINT MILITARY RESERVATION, IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 3A, MORENO POINT MILITARY RESERVATION AND THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 30 (U.S. HIGHWAY 98); THENCE PROCEED ON SAID RIGHT OF WAY LINE SOUTH 75 DEGREES 08 MINUTES 53 SECONDS EAST, A DISTANCE OF 350.00 FEET TO A FOUND 4"X4" CONCRETE MONUMENT (NO I.D.) MARKING THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 350 FEET OF SAID LOT 3A; THENCE DEPARTING SAID RIGHT OF WAY LINE PROCEED ON SAID EAST LINE SOUTH 14 DEGREES 51 MINUTES 07 SECONDS WEST, A DISTANCE OF 185.19 FEET TO A FOUND 1/2" CAPPED IRON ROD STAMPED "ECA INC. CORP. 3724"; THENCE CONTINUE SOUTH 14 DEGREES 51 MINUTES 07 SECONDS WEST, A DISTANCE OF 2.27 FEET TO A SET 1/2" CAPPED IRON ROD STAMPED "WT. MON. L.B. 3724" MARKING A POINT ON THE MEAN HIGH WATER LINE OF DESTIN HARBOR/OLD PASS LAGOON AND THE 0.73' CONTOUR, NAVD88; THENCE ON SAID MEAN HIGH WATER LINE AND 0.73' CONTOUR PROCEED THE FOLLOWING THREE (3) CALLS: (1)SOUTH 76 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 35.85 FEET;(2) THENCE SOUTH 49 DEGREES 54 MINUTES 56 SECONDS EAST, A DISTANCE OF 29.41 FEET; (3) THENCE NORTH 88 DEGREES 05 MINUTES 36 SECONDS EAST, A DISTANCE OF 11.16 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID MEAN HIGH WATER LINE AND 0.73' CONTOUR, PROCEED SOUTH 14 DEGREES 53 MINUTES 39 SECONDS WEST, A DISTANCE OF 21.32 FEET; THENCE NORTH 75 DEGREES 06 MINUTES 26 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 14 DEGREES 53 MINUTES 34 SECONDS WEST, A DISTANCE OF 17.02 FEET; THENCE NORTH 75 DEGREES 08 MINUTES 37 SECONDS WEST, A DISTANCE OF 14.77 FEET; THENCE SOUTH 14 DEGREES 54 MINUTES 12 SECONDS WEST, A DISTANCE OF 96.97 FEET; THENCE SOUTH 75 DEGREES 06 MINUTES 26 SECONDS EAST, A DISTANCE OF 103.33 FEET; THENCE NORTH 15 DEGREES 09 MINUTES 41 SECONDS EAST, A DISTANCE OF 97.54 FEET; THENCE NORTH 75 DEGREES 08 MINUTES 37 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 14 DEGREES 53 MINUTES 34 SECONDS EAST, A DISTANCE OF 16.48 FEET; THENCE NORTH 75 DEGREES 06 MINUTES 26 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 14 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 22.53 FEET TO A POINT ON THE AFOREMENTIONED MEAN HIGH WATER LINE; THENCE ON SAID MEAN HIGH WATER LINE, PROCEED SOUTH 88 DEGREES 05 MINUTES 36 SECONDS WEST, A DISTANCE OF 4.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.26 ACRES. [11397.7 SQUARE FEET]

BSM APPROVED
By: SK
Date: 1.07.2016

www.eca-fl.com
327 COUNTY HIGHWAY 393 SOUTH
SANTA ROSA BEACH, FLORIDA 32459
PH: (850) 267-0473 , FAX: (850) 267-0979
Emerald Coast Associates Inc.
Land Planning • Engineering • Surveying
Since 1979

SHEET 3 OF 5

SCALE: N/A	FILE: 14-109SLL2.dwg
DRAWN BY: JAG	FIELD DATE: 4-29-14
DWG. DATE: 10-26-15	FIELD BOOK(S): 1998, PAGES 40-43 AND 65-66(RL)
PROJECT: 14-109	
ORDER: 15-1075	

SEE SHEET 1 OF 5
FOR CERTIFICATIONS;
SHEETS 4 AND 5 FOR DETAILS

REQUESTED BY: MICHAEL DOMBROWSKI
COMPANY: MRD ASSOCIATES, INC.

EMERALD COAST ASSOCIATES, INC., L.B. #3724

14-109SLL2

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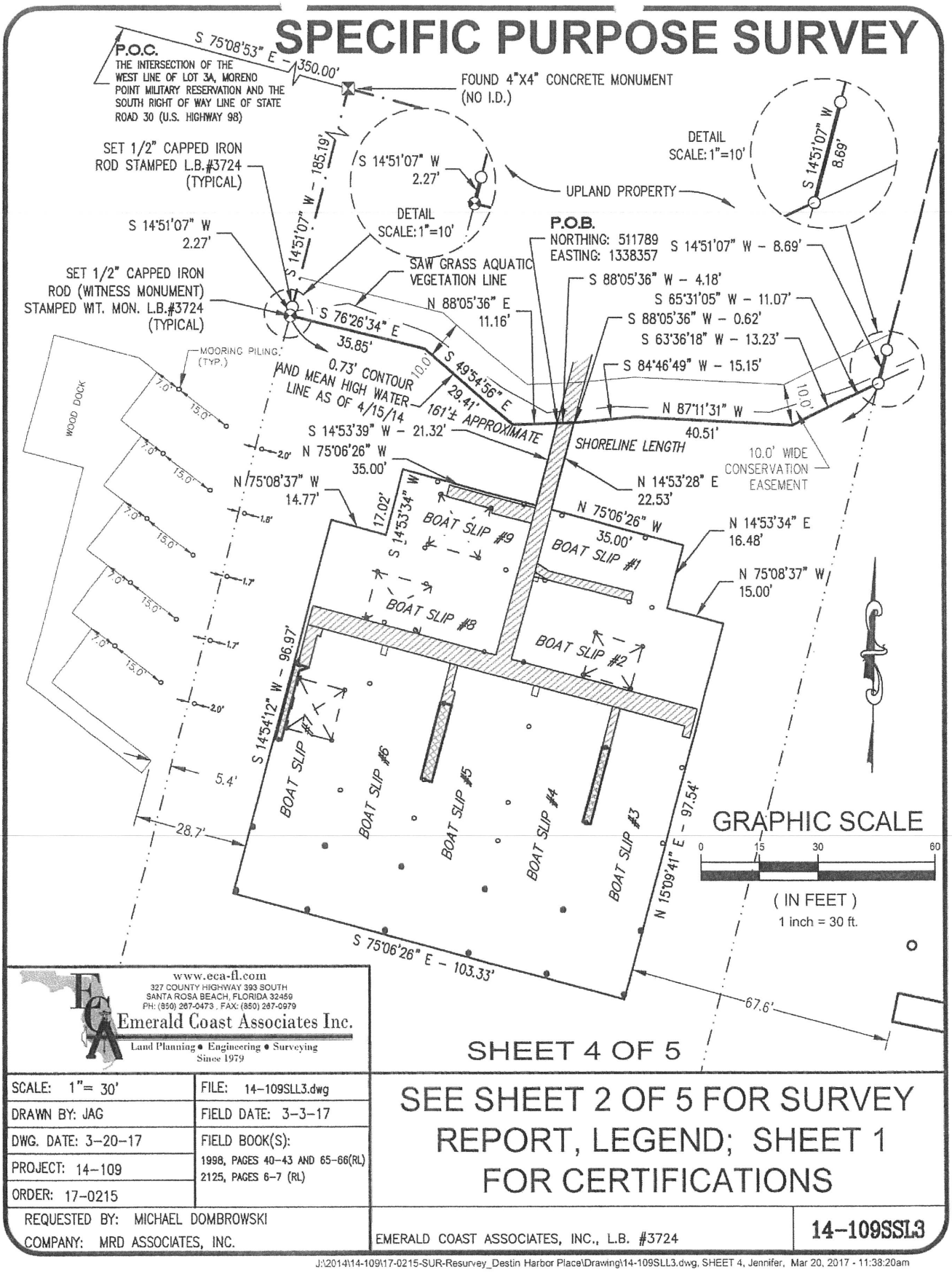

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PH: (850) 267-0473 . FAX: (850) 267-0979
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Land Planning • Engineering • Surveying
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SHEET 4 OF 5

SCALE: 1"= 30'	FILE: 14-109SLL3.dwg
DRAWN BY: JAG	FIELD DATE: 3-3-17
DWG. DATE: 3-20-17	FIELD BOOK(S):
PROJECT: 14-109	1998, PAGES 40-43 AND 65-66(RL)
ORDER: 17-0215	2125, PAGES 6-7 (RL)
REQUESTED BY: MICHAEL DOMBROWSKI	
COMPANY: MRD ASSOCIATES, INC.	

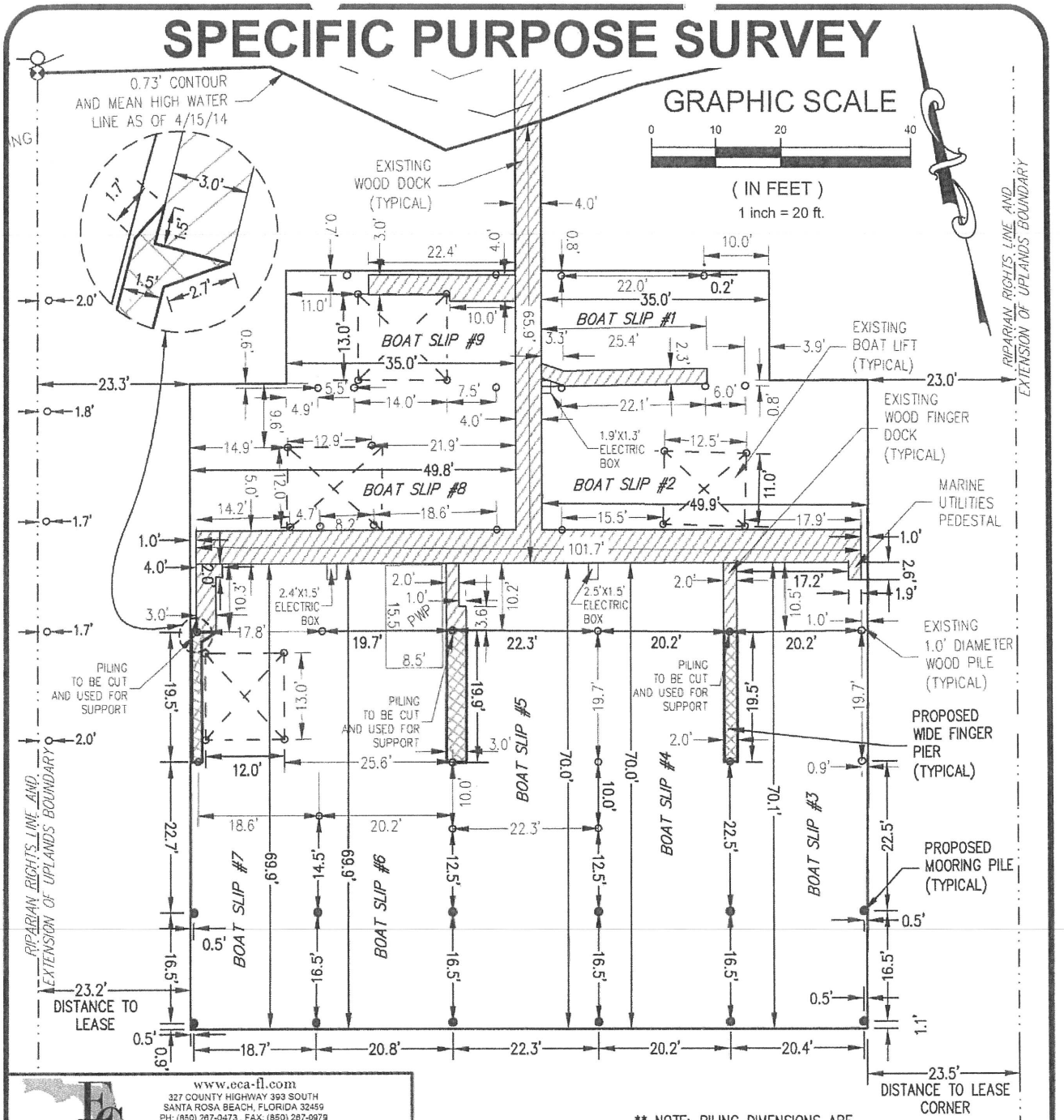
SEE SHEET 2 OF 5 FOR SURVEY REPORT, LEGEND; SHEET 1 FOR CERTIFICATIONS

EMERALD COAST ASSOCIATES, INC., L.B. #3724

14-109SSL3

J:\2014\14-109\17-0215-SUR-Resurvey_Destin Harbor Place\Drawing\14-109SLL3.dwg, SHEET 4, Jennifer, Mar 20, 2017 - 11:38:20am

SPECIFIC PURPOSE SURVEY



** NOTE: PILING DIMENSIONS ARE SHOWN FROM CENTER OF PILINGS. **

www.eca-fl.com
327 COUNTY HIGHWAY 393 SOUTH
SANTA ROSA BEACH, FLORIDA 32459
PH: (850) 267-0473 , FAX: (850) 267-0979
Emerald Coast Associates Inc.
Land Planning • Engineering • Surveying
Since 1979

SHEET 5 OF 5

SCALE: 1"= 20'	FILE: 14-109SLL3.dwg
DRAWN BY: JAG	FIELD DATE: 3-3-17
DWG. DATE: 3-20-17	FIELD BOOK(S):
PROJECT: 14-109	1998, PAGES 40-43 AND 65-66(RL)
ORDER: 17-0215	2125, PAGES 6-7 (RL)
REQUESTED BY: MICHAEL DOMBROWSKI	
COMPANY: MRD ASSOCIATES, INC.	

SEE SHEET 2 OF 5 FOR SURVEY REPORT, LEGEND; SHEET 1 FOR CERTIFICATIONS

EMERALD COAST ASSOCIATES, INC., L.B. #3724

14-109SSL3

J:\2014\14-109\17-0215-SUR-Resurvey_Destin Harbor Place\Drawing\14-109SLL3.dwg, SHEET 5, Jennifer, Mar 20, 2017 - 11:38:26am

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

September 19, 2024

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2016-00979 (NW-HMM)

Destin Harbor Place Owners Association, Inc.
c/o Randy Taylor, President
c/o Steven Abbott
508 Harbor Boulevard
Destin, FL 32541

Dear Mr. Taylor and Mr. Abbott:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit. Your application was assigned file number SAJ-2016-00979 (NW-HMM). A review of the information and drawings provided shows the proposed work is to construct a 210-linear foot seawall with a 22-linear foot return wall (and 13.1 cubic yards of backfill) to extend no more than 3-feet waterward of the mean high water line (due to the irregularly eroded shoreline) and install 11.6 cubic yards of riprap in a 315 square feet area immediately waterward of the seawall. The project is located at 506 and 508 Harbor Boulevard, on Destin Harbor, Latitude 30.392159° North, Longitude 86.498818° West, in Destin, in Section 25, Township 02 South, Range 23 West, in Okaloosa County, Florida.

The aspect of your project involving replacement of the boat ramp, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 13, Shoreline Stabilization. **This verification is valid until March 14, 2026**. In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. Alternatively, you can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book web page for links to view NWP information at: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to select “Source Book” and then select “Nationwide Permits.” These files contain the description of the NWP authorization, the NWP general conditions, and the regional conditions, which apply specifically to this NWP verification.

You must comply with all of the special and general conditions for the NWP, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

General Conditions (33 CFR PART 320-330):

1. The time limit for completing the work authorized ends on **March 14, 2026**.

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 of 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 of the new owner on the transfer form attached to this letter and forward a copy 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.

6. You must allow a representative 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.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

   a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

   b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

   The Permittee shall reference this permit number, SAJ-2016-00979 (NW - HMM), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (Attached).

3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

4. **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.

5. **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 within define distance desired or use 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 daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

6. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.

7. **Agency Changes/Approvals:** 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.

8. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

9. **Manatee Conditions:** The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2011".). The most recent version of the Manatee Conditions must be utilized.

10. **Eastern Indigo Snake Protection Measures and Inspection:** Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated March 23, 2021, as provided in Attachment X. of this permit. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at http://myfwc.com/gophertortoise. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

11. **Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx

    JAXBO may be subject to revision at any time. The most recent version of these JAXBO must be utilized during the design and construction of the permitted work.

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.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

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 https://regulatory.ops.usace.army.mil/customer-service-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.

Should you have any questions related to this verification letter or have issues accessing the documents reference in this letter, please contact Holly Millsap at the letterhead address above, via telephone at 850-470-9823, or via e-mail at Holly.M.Millsap@usace.army.mil.

Sincerely,



Holly Millsap
Project Manager

Enclosures:

CC: Bethany Womack, Cypress Environmental of Bay County, LLC., Agent

PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY CO., LLC

Client / Applicant: **Destin Harbor Place Owners Association, Inc and Steven Abbott**
Job: **697.31**

Waterbody / Class: **unnamed wetlands**
DEP:

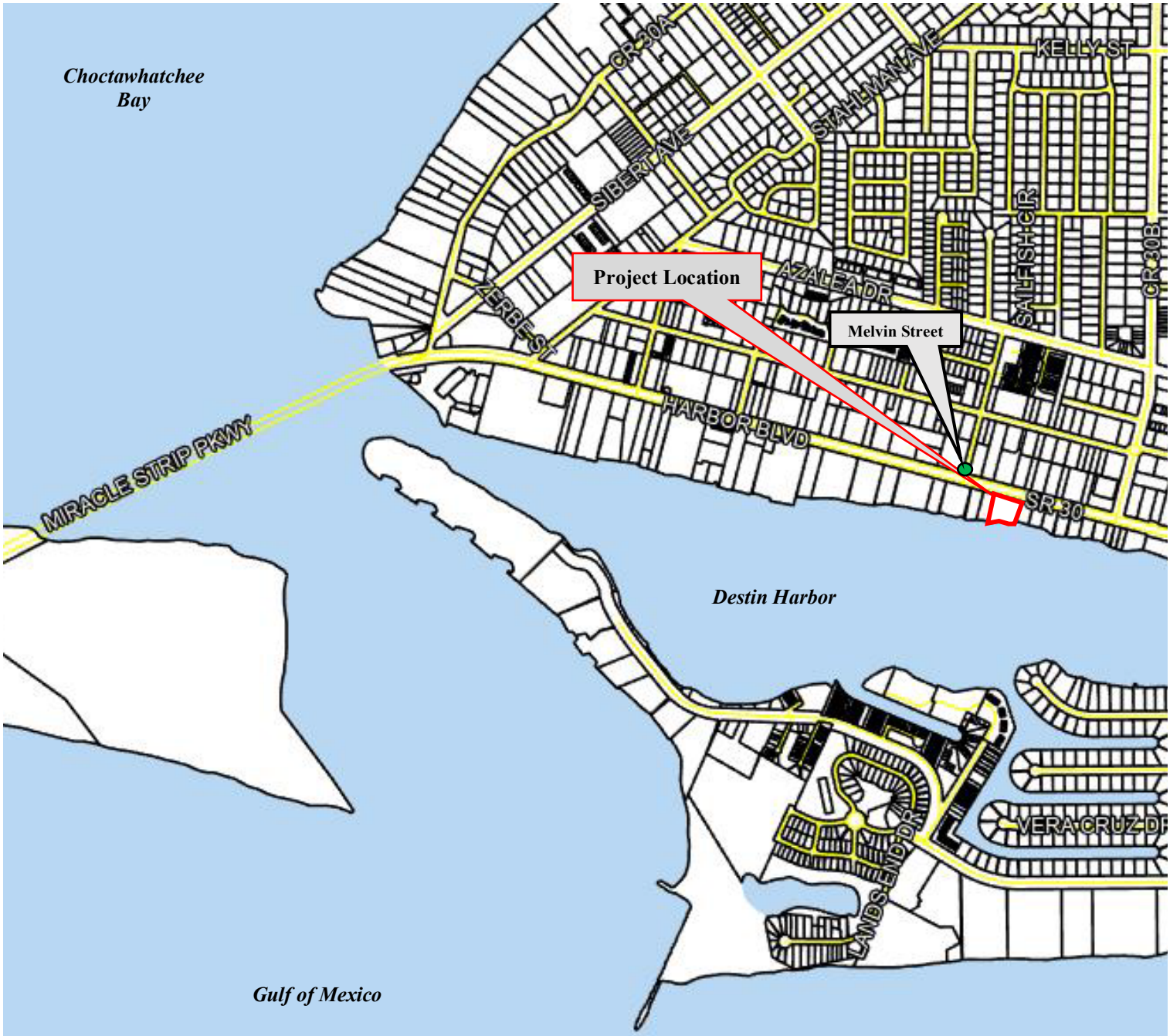
Purpose: **Environmental Permitting**
COE:

Project Location / USGS: **508 & 506 US Hwy 98 / Destin**
Other: **PIDs: 00-2S-22-0615-0000-0000 and 00-2S-22-0630-0000-03A5**

Latitude: **N30º 23' 31.8"**
Longitude: **W86º 29' 55.9"**
Date: **December 9, 2022**

Section: **00** Township: **2 South** Range: **22 West**

VICINITY MAP



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Other: **PIDs: 00-2S-22-0615-0000-0000 and 00-2S-22-0630-0000-03A5**
Date: **December 9, 2022**

AERIAL MAP



PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott
WATERBODY/CLASS: Destin Harbor / Class III
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: 506/508 Harbor Blvd / Destin
LATITUDE: N30° 23' 31.8"
LONGITUDE: W86° 29' 55.7"
SECTION: 25 TWNSHP: 2 South RNG: 23 West

JOB: 697.31
DEP/WMD:
COE:
OTHER: Multiple Parcels
DATE: May 8, 2024 (revised)
SHEET:



P.O. Box 16062 Panama City, Florida 32406 (850) 481-6824 FAX (866) 658-6480 bethany@cypressenvironmental.com

PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott
WATERBODY/CLASS: Destin Harbor / Class III
PURPOSE: Environmental Permitting
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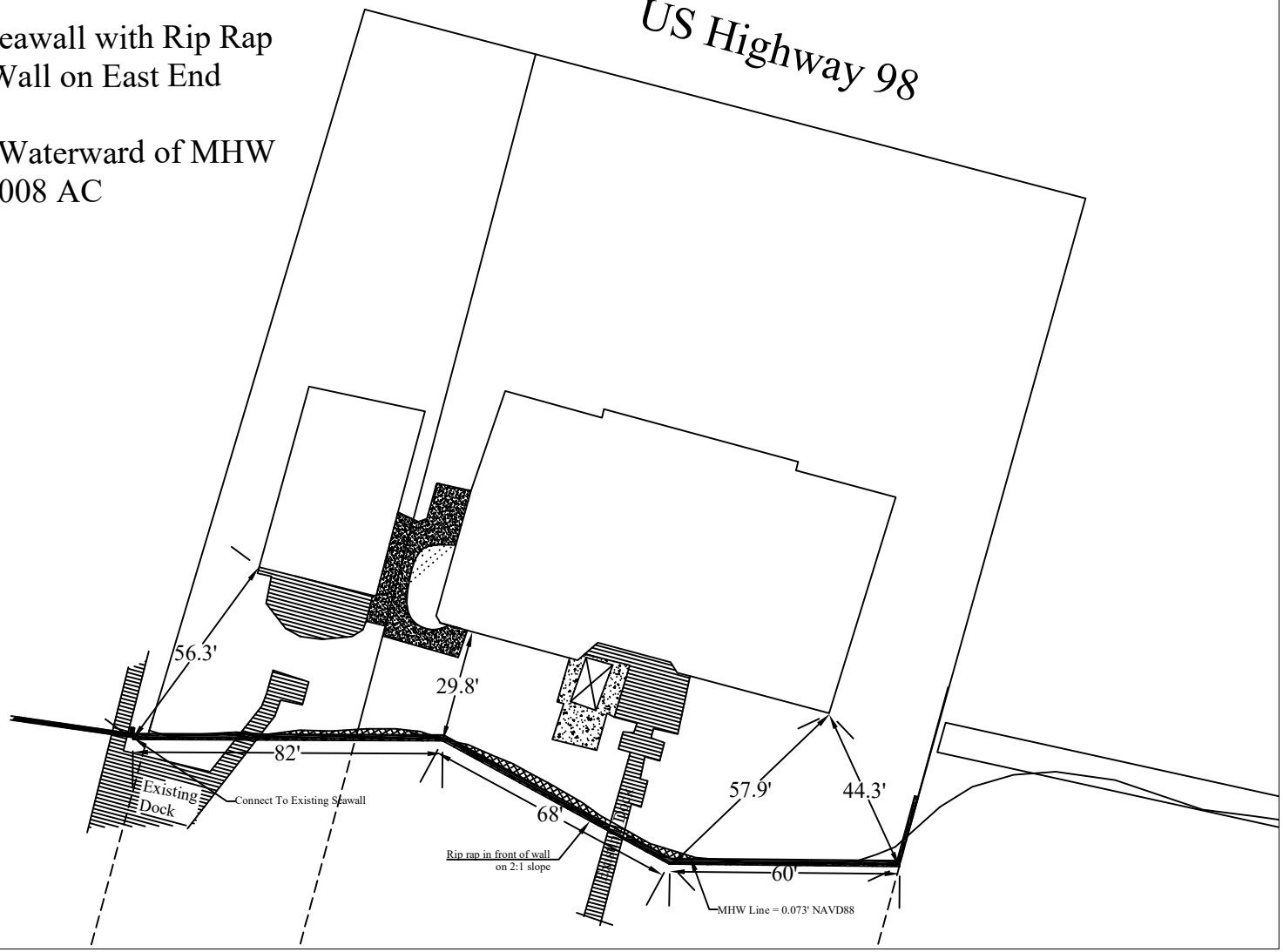
JOB: 697.31
DEP/WMD:
COE:
OTHER: Multiple Parcels
DATE: May 8, 2024 (revised)
SHEET:

Proposed 210 LF Seawall with Rip Rap and 22 LF Return Wall on East End

Proposed Fill Waterward of MHW
354.25 SF / 0.008 AC



P.O. Box 16062 Panama City, Florida 32406 (850) 481-6824 FAX (866) 658-6480 bethany@cypressenvironmental.com

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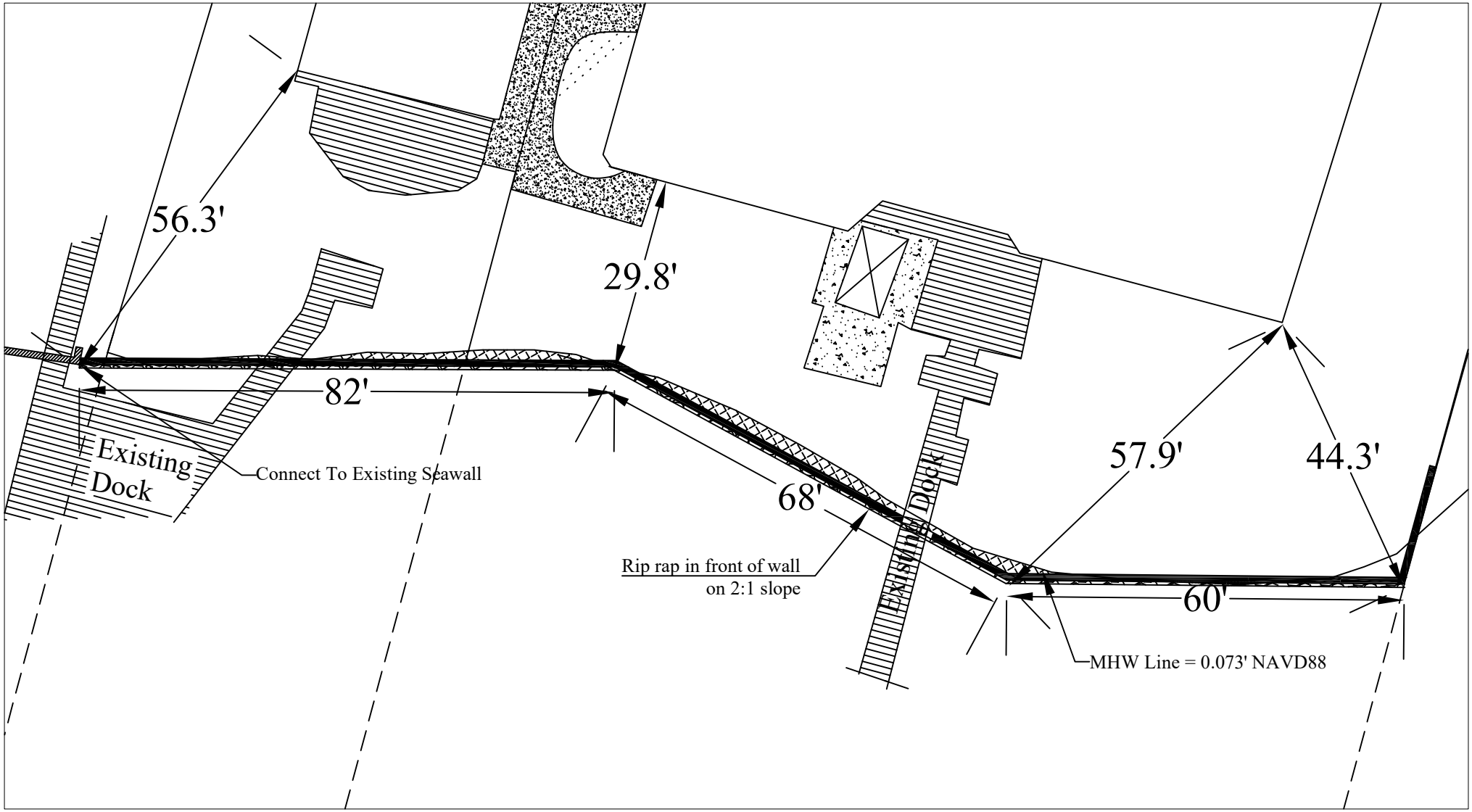

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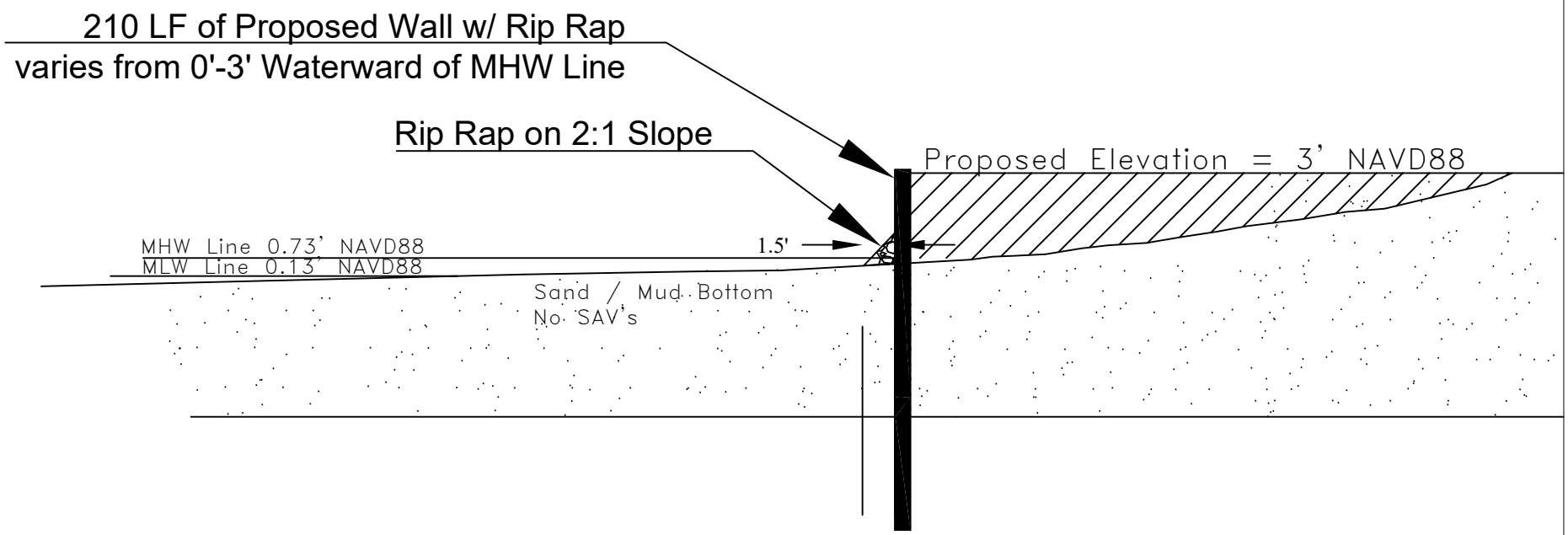
COE:
OTHER: Multiple Parcels
DATE: May 8, 2024 (revised)
SHEET:

Typical Cross-Section
Dimensioned As Shown



Proposed Fill Impacts = 354.25 SF / 0.008 AC / 13.1 CY
Proposed Rip Rap Impacts = 315 SF / 0.007 AC / 11.6 CY

P.O. Box 16062 Panama City, Florida 32406 (850) 481-6824 FAX (866) 658-6480 bethany@cypressenvironmental.com

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

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. [Omitted]

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 emailed to FWC at ImperiledSpecies@myFWC.com.

f. [Omitted]

[Conditions “c” and “f” have been omitted as they are not applicable in this location.]

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or "approval" from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or "approval" from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11" x 17" or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A <u>LIVE</u> EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A <u>DEAD</u> EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336
Panama City Field Office – (850) 769-0552
South Florida Field Office – (772) 562-3909

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.

2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.

3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).

2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.

3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



ATTENTION:

THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

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- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
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PROTECTION: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses, if convicted.

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August 12, 2013

ATTENTION:

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Please read the following information provided by the U.S. Fish and Wildlife Service to become familiar with standard protection measures for the eastern indigo snake.

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

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The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

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Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11" x 17" or larger paper and laminated, is attached):

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IF YOU SEE A <u>LIVE</u> EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
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- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

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PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.

2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.

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1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).

2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.

3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



ATTENTION:

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SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

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August 12, 2013

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Please read the following information provided by the U.S. Fish and Wildlife Service to become familiar with standard protection measures for the eastern indigo snake.

COMMENCEMENT NOTIFICATION

Within ten (10) days of initiating the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) ***or*** *by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number**: SAJ-2016-00979 (NW-HMM)

2. **Permittee Information**:

   Name: _____

   Email: _____

   Address: _____

   _____

   Phone: _____

3. **Construction Start Date**: _____

4. **Contact to Schedule Inspection**:

   Name: _____

   Email: _____

   Phone: _____

_____
Signature of Permittee

_____
Printed Name of Permittee

_____
Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2016-00979 (NW-HMM)

Permittee's Name & Address (please print or type): _____

_____

_____

Telephone Number: _____

Location of the Work: _____

_____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO_____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____ AT _____

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 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

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

Permit Number: SAJ-2016-00979 (NW-HMM)

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. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

_____ _____

(TRANSFEREE-SIGNATURE) **(SUBDIVISION)**

_____ _____ _____

(DATE) **(LOT)** **(BLOCK)**

_____ _____

(NAME-PRINTED) **(STREET ADDRESS)**

_____

(MAILING ADDRESS)

_____

_____

(CITY, STATE, ZIP CODE)









AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, THAT I, STEPHEN J. ABBOTT am presently the owner and/or leaseholder at 506 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 WHATSUP DOCKS whose address is 6062 STEWART ST, MILTON, County of SANTA ROSA, State of FL, 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: SEAWALL @ 506 HARBOR BLVD

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

X _____
Signature

STEPHEN J ABBOTT
Printed Name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence ___ or online notarization ___, this 29th day of April, 2025, by
(name of person acknowledging)
_____.

_____
Signature of Notary

Norma S Calhoun
Printed Name of Notary or Seal

Personally known X OR Produced Identification ____

Type of Identification Produced _____

NOTARY PUBLIC STATE OF FLORIDA
NORMA J. CALHOUN
Commission # HH 605441
Expires December 27, 2028

AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, THAT I, JONATHAN R. TAYLOR, PRES, am presently the owner and/or leaseholder at 508 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 WHATSUPDOCKS whose address is 6062 STEWART ST, MILTON, County of ~~SANTA ROSA~~, State of FL, 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: SEAWALL @ 508 HARBOR BLVD.

DESTIN HARBOR PLACE CONDO

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

Jonathan R. Taylor

Signature

JONATHAN R. TAYLOR, PRES.

Printed Name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence ___ or online notarization ___, this 29th day of April, 2025, by

(name of person acknowledging)

Norma J Calhoun

Signature of Notary

Norma J Calhoun

Printed Name of Notary or Seal

Personally known X OR Produced Identification ___

Type of Identification Produced ___

NOTARY PUBLIC STATE OF FLORIDA

NORMA J. CALHOUN
Commission # HH 605441
Expires December 27, 2028

Community Development
Planning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

June 3, 2025

SUBJECT: Notification of Harbor & Waterways Board Application (HWB- 001589-2025) – Commercial Marine Construction – 506 & 508 Harbor Blvd

Dear Property Owner:

This letter is to notify you of a Proposed Marine Construction Project at **506 & 508 Harbor Blvd.** The Marine Construction application requires Harbor & Waterways Board review and recommendation. **The application will be heard by the Harbor & Waterways Board at 5:30 p.m. at the Destin City Hall Annex, 4100 Indian Bayou Trail on June 26, 2025 (tentative).**

As an owner of property located near this project, ***Destin Land Development Code (LDC) Sections 2.17.00 & 11.05.01.S*** require a written notice providing you with the following information. This project proposes new marine construction in proximity to your property line; therefore, the City is requesting your input on the matter. If you would like to provide any comments you may respond by sending an email to the email address listed below, or by appearing before the Harbor & Waterways Board at the meeting.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to the email address provided below.

1. Name of Owner: Stephen J Abbott & Jonathan R. Taylor
2. Name of Agent: What's Up Docks LLC
3. Address of Project: 506 & 508 Harbor Blvd
4. Parcel ID Number: 00-2S-22-0630-0000-03A5; 00-2S-22-0615-0000-0000
5. Project Description: Construction of a new shared 210 linear foot seawall
6. Location of Application Package: To request that 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 (PRR) online: http://www.cityofdestin.com/forms.aspx?fid=121

If you have any questions or concerns regarding this letter, please do not hesitate to contact me at (850) 842-4669 or via email at planning@cityofdestin.com.

Sincerely,

Ashley Dominguez
Planner

CC: David Prichard, Community Development Director
Planning Project File

ITEM # 2025-763

CITY OF DESTIN – COMMUNITY DEVELOPMENT

AGENDA ITEM

MEETING DATE: July 7, 2025
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 3.B.

TO: City Council

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

FROM: David Prichard, Community Development Director
Daniel Butler, Principal Planner

DATE: June 27, 2025

SUBJECT: 742 & 744 Harbor Blvd, Residential Marine Construction, HWB-001616-2025

I. BACKGROUND: What's Up Docks LLC, on behalf of both Jennifer Aden and James Morris, has applied for Harbor and Waterways Board review for the construction of a new shared 15-foot by 4-foot access pier leading to a 30-foot by 3-foot T-access walk, two 30-foot by 2-foot finger piers, and two 30-foot by 13-foot covered boat slips with lifts under a 33-foot by 30-foot roof.

The applicant is seeking approval from City Council for a Residential Marine Construction project proposing a new seawall with:

Total Square Feet:	1,050
Total Number of Piers or Docks:	1
Total Length:	48 LF
Total Slip Density:	2 (1 per property)
Located in the Destin Harbor:	Yes

II. DISCUSSION: The applicant requests City Council approval for a Residential Marine Construction project located at 742 & 744 Harbor Blvd within Destin Harbor.

The City Council is being asked to review the proposed Marine project per Land Development Code ***Section 11.05.01 - General regulations; prohibitions*** and ***Section 11.05.02 – Permitting procedures.*** Below are Staff's findings with respect to ***Section 11.05.01*** and ***Section 11.05.02;*** items not applicable to this project are marked "Not Applicable."

11.05.01. General regulations; prohibitions*.This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:*

A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

Staff response: *The applicant has submitted for authorization from all appropriate agencies.*

B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

Staff response: *Not applicable.*

C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to. Additionally, this is a proposed residential dock; therefore, no fuel/oil shall be sold here.*

F. No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.

Staff response: *Proposed construction will be 48 LF total. The Width of the Harbor at this location is approximately 300 LF. 20% of 300 LF is 60 LF. Therefore, the proposed dock is below the allowable 60 LF.*

G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.

Staff response: *Proposed construction will be 48 LF total. The Width of the Harbor at this location is approximately 300 LF. 20% of 300 LF is 60 LF. Therefore, the proposed dock is below the allowable 60 LF.*

H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless such the dock is equipped with a sewage pump-out.

Staff response: *Not applicable.*

J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

L. No dock shall be constructed such that it constitutes a hazard to navigation.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

M. Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.

Staff response: *Not applicable.*

1. For those docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the property at the mean high-water line, provided the length of the dock does not exceed the maximum length established by paragraphs F and G above.

Staff response: *Not applicable.*

2. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.

Staff response: *The proposed scope is a shared dock between two properties, which have a total waterfront footage of approximately 100 LF. The shared dock is proposed to be 48 LF, therefore compliant with this subsection.*

N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

Staff response:*. The total waterfront footage of both lots combined is approximately 100 LF. The proposed shared dock construction will only have 2 slips (1 slip per property), which will not exceed the one slip per eight lineal feet maximum requirement.*

O. No boat or vessel, entering into, exiting or operating within the Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other persons within the Destin Harbor, or would contribute to any adjacent land erosion.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Q. No pier shall extend more than six feet into a canal right-of-way.

Staff response: *Not applicable.*

R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

S. No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

Staff response: Although no construction is proposed within the 25-foot setback of the property line, *Staff sent the provided Adjacent Property Notification to the neighboring properties on June 3, 2025. As proposed, the riparian rights of others are not interfered with.*

T. No dock shall unreasonably interfere with the riparian rights of others.

Staff response: *Although no construction is proposed within the 25-foot setback of the property line, Staff sent the provided Adjacent Property Notification to the neighboring properties on June 3, 2025. As proposed, the riparian rights of others are not interfered with.*

U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

Staff response: *Not applicable.*

V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

Staff response: *Not applicable.*

W. No construction shall be allowed which violates any provision of the Standard Building Code, as adopted by the City.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection ***11.05.01.M.2***.

> ***Staff response:*** *The proposed scope is a shared dock between two properties, which have a total waterfront footage of approximately 100 LF. The shared dock is proposed to be 48 LF, therefore compliant with this subsection.*

Pursuant to ***Section 11.05.03, Land Development Code (LDC)***, all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

PUBLIC COMMENT:
Staff have received no comments from the public to date.

A. Link to Strategic Goals / Objectives: IV. 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 applicant requests the City Council approval for a Residential Marine Construction Project located at 742 & 744 Harbor Blvd. Additionally, the applicant provided the authorization from the Florida Department of Environmental Protection (FDEP), Permit No.: 0447038-002-EG/46, as well as Army Corps of Engineers authorization (ACOE), Permit No.: SAJ-29025-00892 (GP-TCP).

City Staff reviewed the application and determined that the plans comply with ***LDC Section 11.05.00, Marina Siting***, and the Coastal Management Element of the City's Comprehensive Plan ***(Coastal Management Element Policy 6-1.1.6)***.

The Harbor & Waterways Board met at their regularly scheduled meeting on June 26, 2025 and voted unanimously to recommend approval.

IV. RECOMMENDED MOTION: I move that the City Council approve the Proposed Residential Marine Construction Project at 742 & 744 Harbor Blvd, for the construction of a new shared dock with the following conditions:

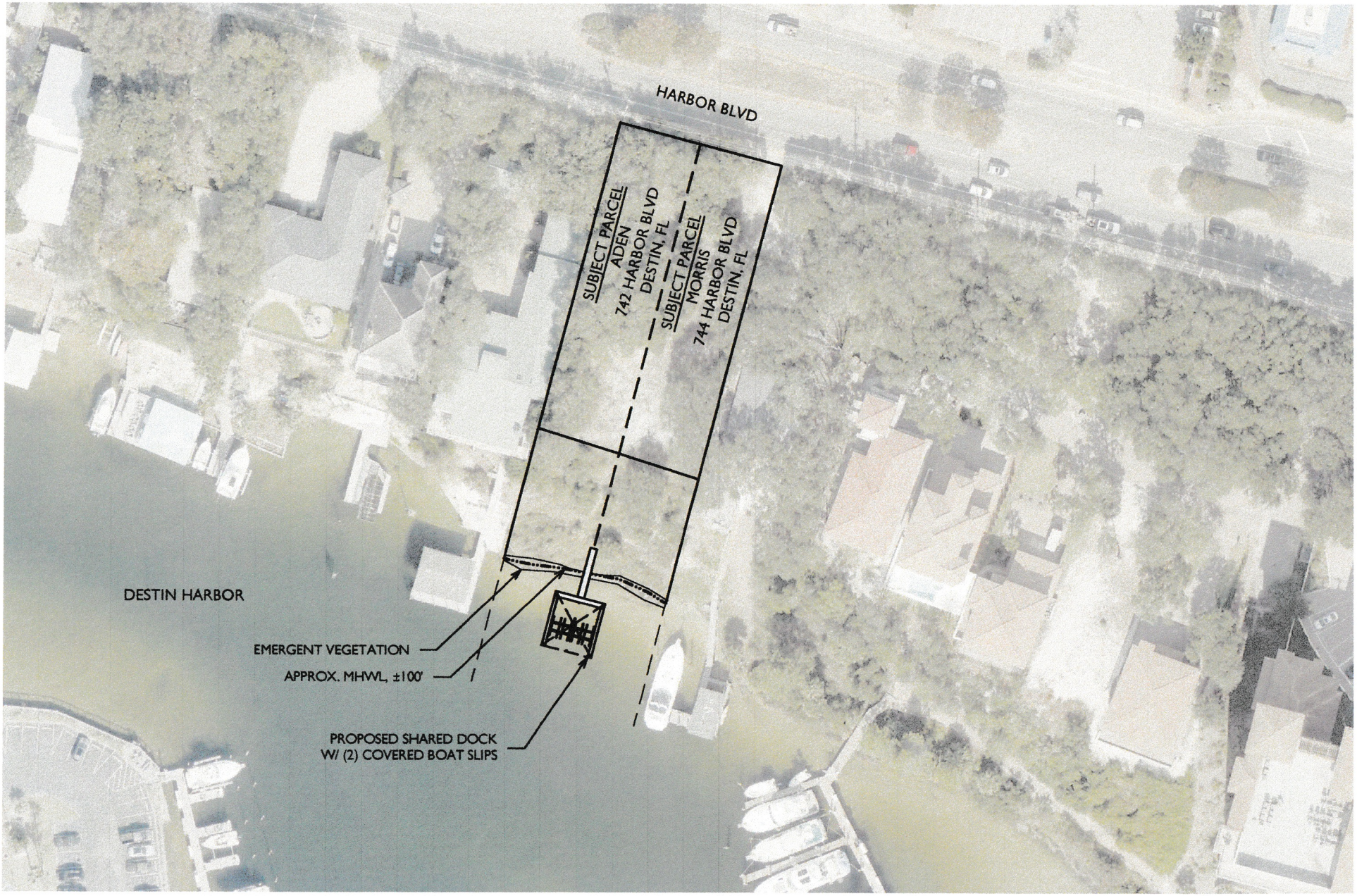
1. **All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and**

2. **All regulations of the City's Marina Siting *LDC Section 11.05.00* shall be followed at all times.**

Attachments:

ITEM # 2025-763

1. 1. Scaled and Dimensioned Site Plan
2. 2. Boundary Survey
3. 3. FDEP Proof of Authorization
4. 4. Proof of Ownership
5. 5. Army Corps Authorization
6. 6. Existing conditions-Images
7. 7. Agent Affidavits
8. 8. Adjacent Property Notification



742–744 HARBOR BLVD, ADEN/MORRIS DOCK

PLAN VIEW DEPICTED ONTO AERIAL

JOB NO.: 2025.009

DRAWN BY: JAT DRAWING DATE: 03.10.2025

SHEET: 2 OF 4

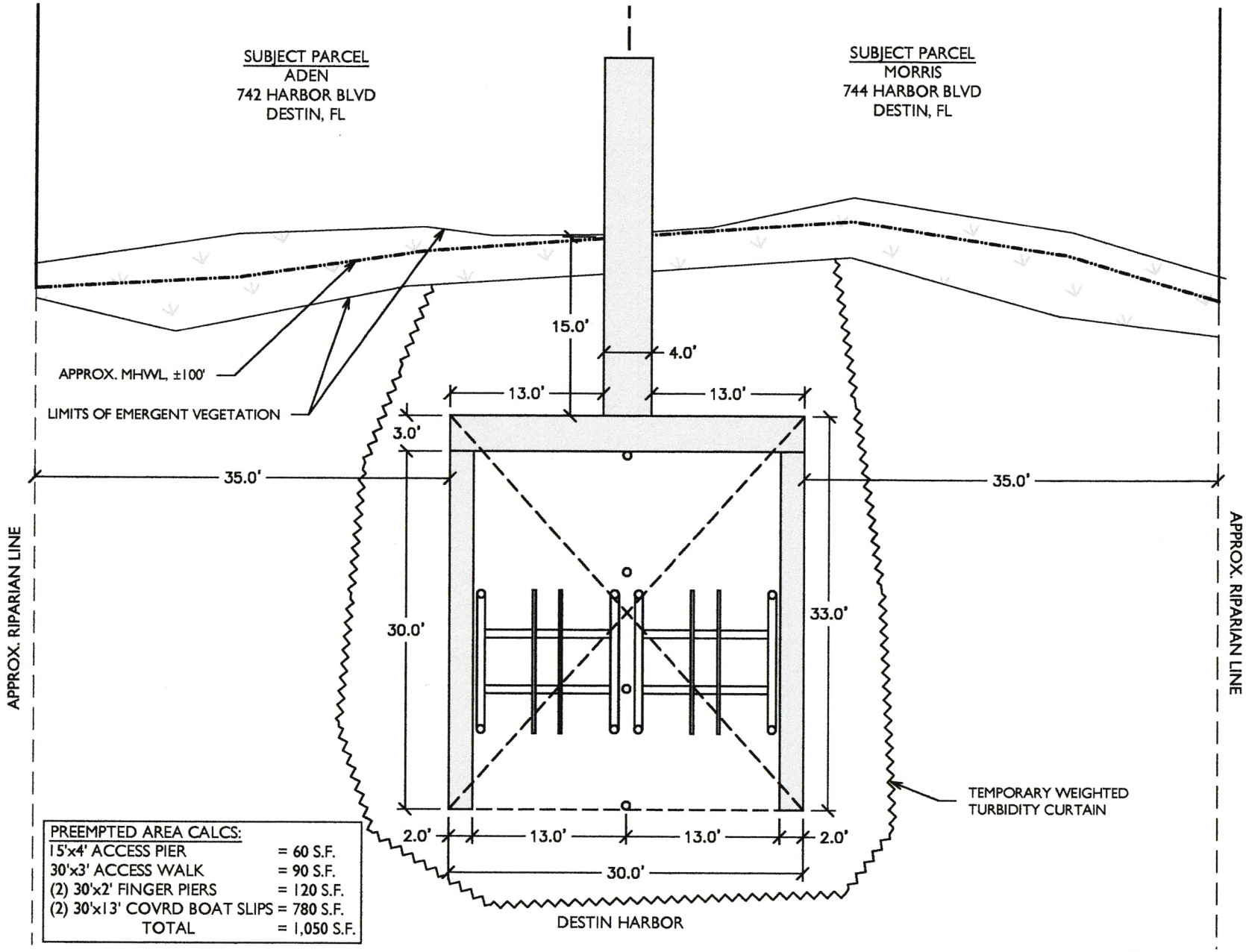
OAKHURST CONSULTING

JASON@OAKHURSTCONSULT.COM

SITE PLAN
Pg 1 of 2

80 0 40 80

(IN FEET)



PREEMPTED AREA CALCS:	
15'x4' ACCESS PIER	= 60 S.F.
30'x3' ACCESS WALK	= 90 S.F.
(2) 30'x2' FINGER PIERS	= 120 S.F.
(2) 30'x13' COVRD BOAT SLIPS	= 780 S.F.
TOTAL	= 1,050 S.F.

12 0 6 12

(IN FEET)

742–744 HARBOR BLVD, ADEN/MORRIS DOCK

PLAN VIEW

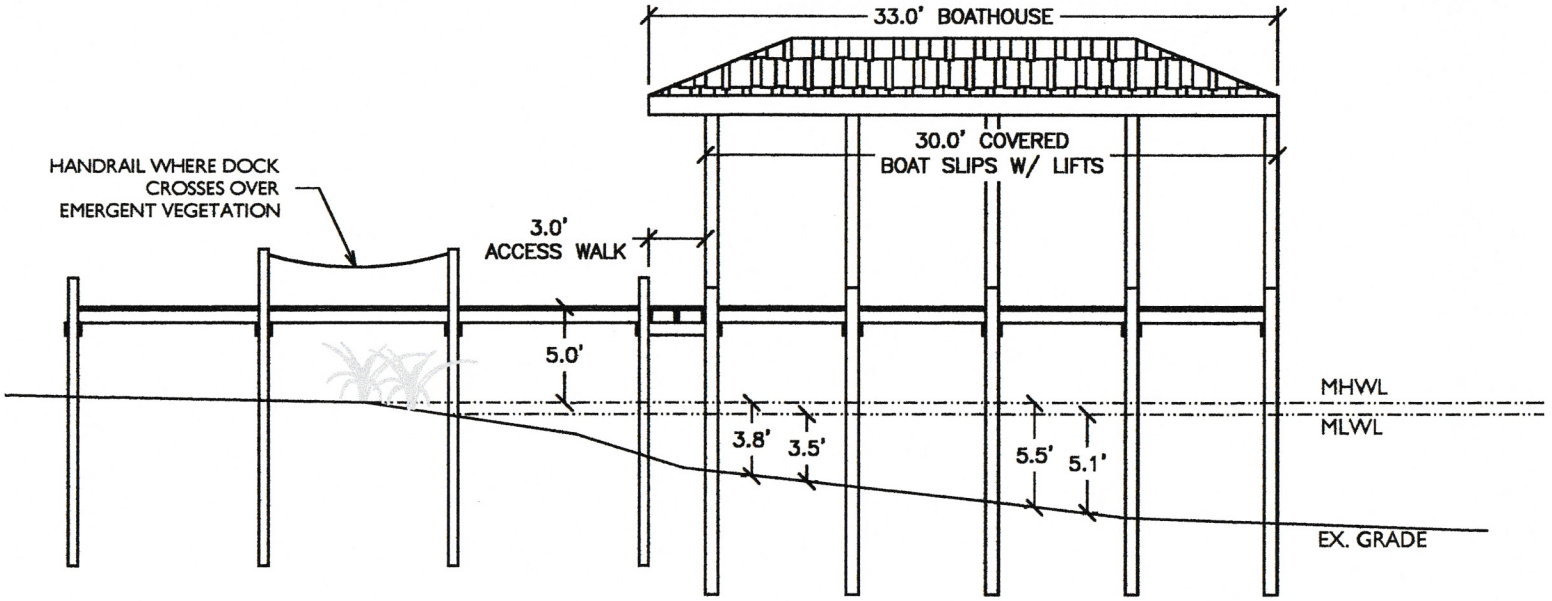
JOB NO.: 2025.009

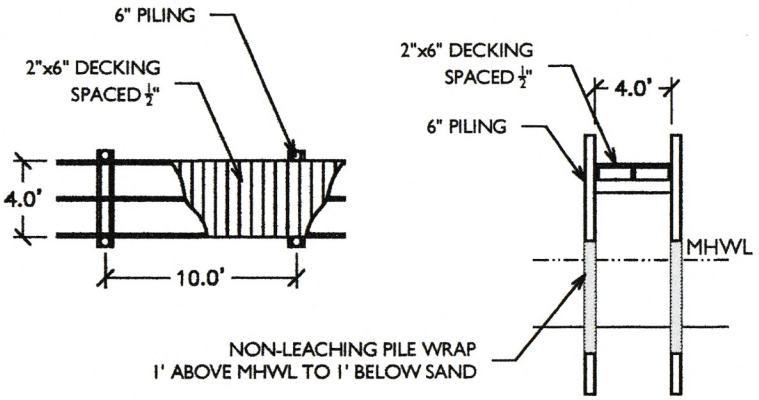
DRAWN BY: JAT DRAWING DATE: 03.10.2025

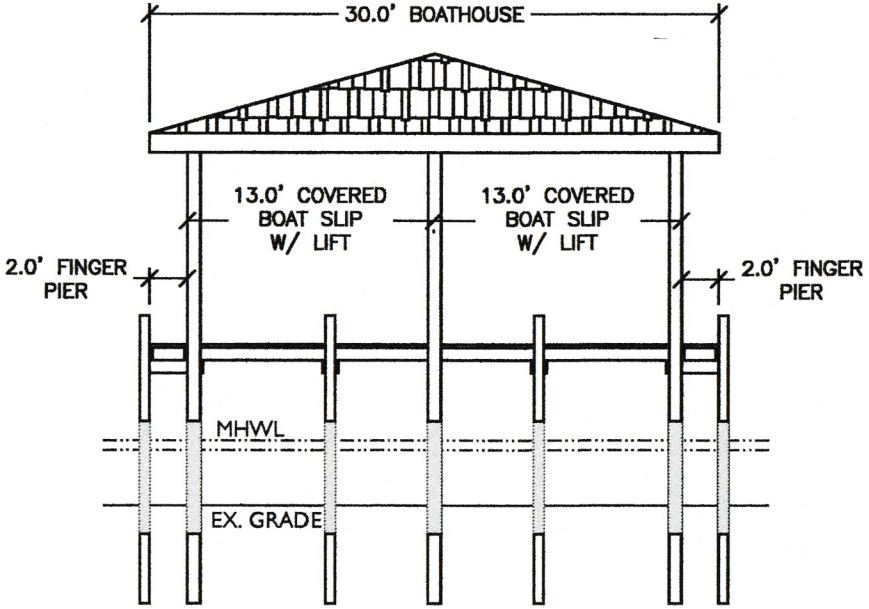
SHEET: 3 OF 4

OAKHURST CONSULTING

JASON@OAKHURSTCONSULT.COM







742–744 HARBOR BLVD, ADEN/MORRIS DOCK

PROFILE TYP.

JOB NO.: 2025.009

DRAWN BY: JAT DRAWING DATE: 03.10.2025

SHEET: 4 OF 4

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM

10 0 5 10

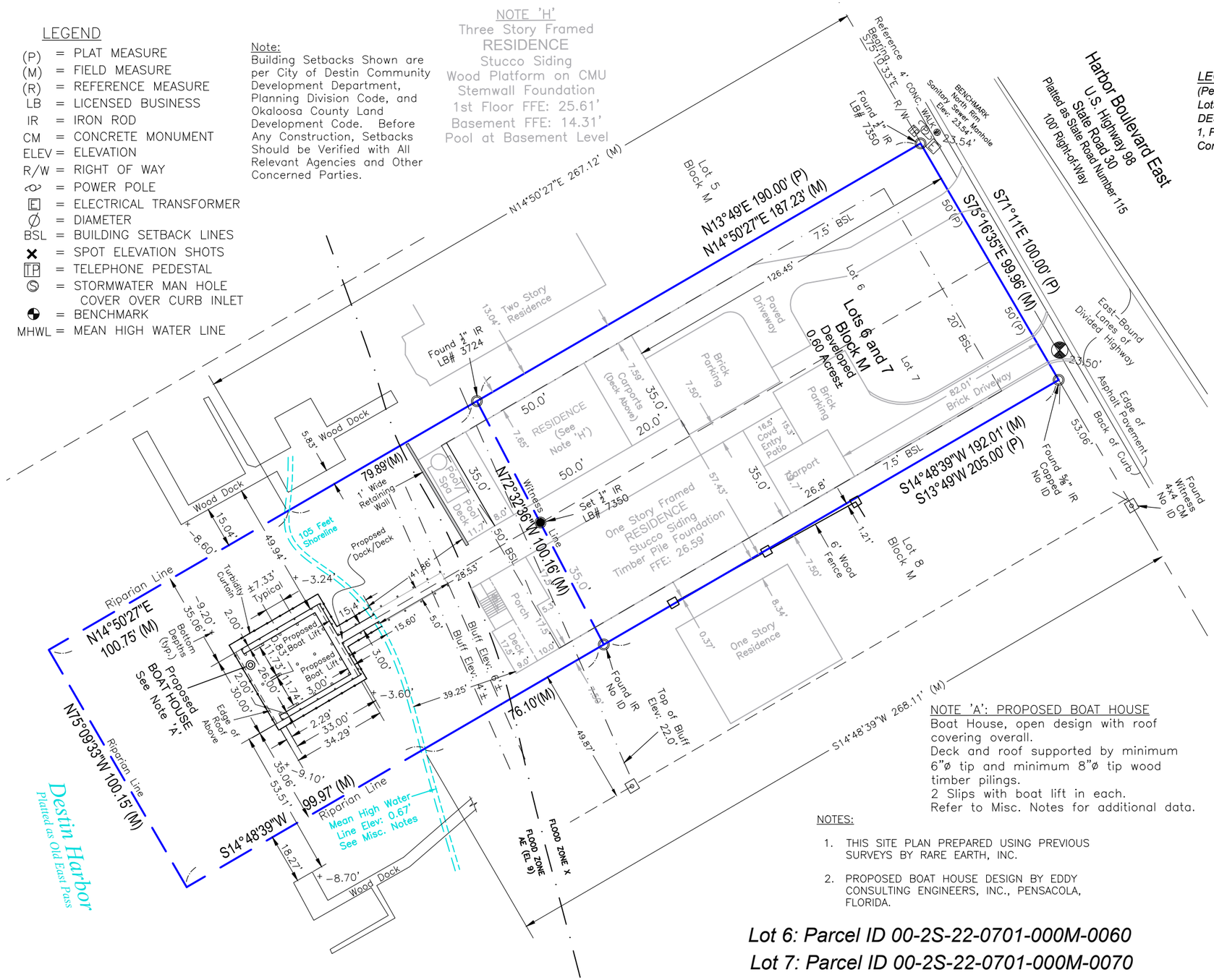
(IN FEET)

LEGEND

(P) = PLAT MEASURE
(M) = FIELD MEASURE
(R) = REFERENCE MEASURE
LB = LICENSED BUSINESS
IR = IRON ROD
CM = CONCRETE MONUMENT
ELEV = ELEVATION
R/W = RIGHT OF WAY
= POWER POLE
E = ELECTRICAL TRANSFORMER
Ø = DIAMETER
BSL = BUILDING SETBACK LINES
= SPOT ELEVATION SHOTS
TP = TELEPHONE PEDESTAL
S = STORMWATER MAN HOLE COVER OVER CURB INLET
= BENCHMARK
MHWL = MEAN HIGH WATER LINE

Note:
Building Setbacks Shown are per City of Destin Community Development Department, Planning Division Code, and Okaloosa County Land Development Code. Before Any Construction, Setbacks Should be Verified with All Relevant Agencies and Other Concerned Parties.

NOTE 'H'
Three Story Framed
RESIDENCE
Stucco Siding
Wood Platform on CMU
Stemwall Foundation
1st Floor FFE: 25.61'
Basement FFE: 14.31'
Pool at Basement Level



0 20 1:40 80
1:480 Feet

SCALE: 1" = 40'

LEGAL DESCRIPTION:

(Per Official Records Book: 3239, at Page: 4611)
Lots 6 and 7, Block M, REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, according to the plat thereof recorded in Plat Book 1, Page 19A, of the Public Records of Okaloosa County, Florida.
Contains 0.60 acres or 26,413.38 Sq. Ft. more or less.

MISCELLANEOUS (Misc.) NOTES:

- The Mean High Water Line (MHWL) as shown is 0.67 feet.
- Water depth at mooring sites shown.
- Boat House roof measures 34.29 feet x 30.00 feet = 1,105.17 square feet.
- Refer to map for decking/dock configuration and location. Decking over water = 256.47 square feet, decking over land = 139.01 square feet.
- Over water area of boat house roof and deck/dock, 1,105.17 square feet.

SURVEYOR'S NOTES:

1. CERTIFICATION STATEMENT: THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.008 AND SECTION 472.027 OF THE FLORIDA STATUTES.
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED.
4. BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FIRM" MAP COMMUNITY – PANEL NUMBER 12091C0488J, DATED MARCH 9, 2021, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE X, AND ZONE AE (EL 9).
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY OF HARBOR BOULEVARD EAST (U.S. HIGHWAY 98), HAVING AN ASSUMED BEARING OF S 75°10'33" E.
6. EXPECTED USE OF THE SITE IS FOR RESIDENTIAL AND THE ACCURACIES FOR CLOSURE WERE EXCEEDED FOR A SUBURBAN SURVEY. THIS SURVEY TRUE AND CORRECT AS PER 5J-17.051 AND 5J-7.052, FLORIDA ADMINISTRATIVE CODE. NO ADDITIONS OR DELETIONS FROM THIS SURVEY WITHOUT CONSENT FROM SIGNING PARTY.
7. ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988. CONTOUR INTERVALS ARE ONE FOOT WHEN SHOWN.
8. THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BUILDING ENVELOPE AS STAKED OUT. THIS SURVEY IS NOT INTENDED TO REPRESENT A PROPOSED FOOTPRINT OR BUILDING LAYOUT.

NOTE 'A': PROPOSED BOAT HOUSE
Boat House, open design with roof covering overall.
Deck and roof supported by minimum 6"ø tip and minimum 8"ø tip wood timber pilings.
2 Slips with boat lift in each.
Refer to Misc. Notes for additional data.

NOTES:

1. THIS SITE PLAN PREPARED USING PREVIOUS SURVEYS BY RARE EARTH, INC.
2. PROPOSED BOAT HOUSE DESIGN BY EDDY CONSULTING ENGINEERS, INC., PENSACOLA, FLORIDA.

Lot 6: Parcel ID 00-2S-22-0701-000M-0060
Lot 7: Parcel ID 00-2S-22-0701-000M-0070

Job Number: 19-0013
Cadd File: 19-0013 SP-BH
Drawn By: SC/PM/RLC
Field Date: 05-19-2024
Field By: SDC/TS/DD
Field Bk/Pg: 222/49

Rev. Mod Prop Boat House Date: 12/11/2024
Rev. rev per hassel Date: 08/28/24
Rev. General Update Date: 08-18-2024

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SITE PLAN - PROPOSED BOAT HOUSE & DOCK

Lots 6 and 7, Block M
Revised Second East Pass Addition to Destin
742 and 744 Harbor Boulevard, Destin, Florida 32541
Parcel ID as Noted Above

Rare Earth, Inc.
Professional Land Surveying & Land Planning
Office: 850.729.2722
Fax: 850.729.2797
www.rareearthfl.com
P.O.Box 42
Niceville, FL 32578
30°28'34.83" N, 86°24'28.23"W

Shannon Clatchey
Digitally signed by Shannon Clatchey
Date: 2025.01.10 16:17:30 -06'00'

Shannon D. Clatchey
Professional Surveyor and Mapper Florida
Registration #6178
Business #7350

FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5794

April 16, 2025

James Morris
744 Harbor Blvd
Destin, FL 32541
james.morris.w@gmail.com

Jennifer Aden
742 Harbor Blvd
Destin, FL 32541
jraden76@gmail.com

File No. 0447038-002-EG/46, Okaloosa County

Dear Mr. Morris and Ms. Aden:

On April 7, 2025, we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to construct a shared private single-family dock with two covered boatlifts within Destin Harbor, a Class II Florida waterbody, Prohibited Shellfish Harvesting Area. The project is located at 742 and 744 Harbor Blvd, Destin, Florida 32541, Section 30, Township 2 South, Range 22 West, Okaloosa County; 30° 23' 22.5496" North Latitude, 86° 29' 13.898" West Longitude.

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project did not qualify for the federal authorization, therefore, additional authorization must be obtained prior to commencement of the proposed activity. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review – Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached), and the specific conditions of Rule 62-330.427, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review - Chapter 253 F.S., and Chapter 18-21, F.A.C., and Section 62-330.075, F.A.C. as required.

3. Federal Review- SPGP Not Approved
Your proposed activity as outlined in your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit VI-R1. **SEPARATE permit(s)** or authorization **will be required** from the U.S. Army Corps of Engineers.

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.

3.2 Coastal Zone Management Consistent
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.

3.3 Water Quality Certification Granted With Conditions
This permit also constitutes a *granted with conditions* water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. State Water Quality Certification is granted when an activity meets all the terms and conditions of a general permit under Rule 62-330.052, F.A.C., and the applicable Rules 62-330.401 through 62-330.635, F.A.C.

Additional Information
Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

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, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; 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 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 21 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 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

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. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

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.

EXECUTION AND CLERKING

Executed in Pensacola, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Gregory Leenig

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Gregory Leenig
Environmental Specialist

Enclosures:
Chapter 62-330.427, F.A.C., 2 pages
General Conditions for All General Permits, Ch. 62-330.405, F.A.C., 3 pages
Special Consent Conditions, 1 page
General Conditions for Authorizations for Activities on State-Owned Submerged Lands, 1 page
Project Drawings, 4 pages

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:
James Morris, Co-Applicant, james.morris.w@gmail.com
Jennifer Aden, Co-Applicant, jraden76@gmail.com
Jason Taylor, Agent, jason@oakhurstconsult.com
Gregory Leenig, FDEP, gregory.leenig@floridadep.gov
Russell Sullivan, FDEP, russell.sullivan@floridadep.gov
Blake Chapman, FDEP, blake.a.chapman@floridadep.gov
USACE, Terry.S.Hayes@usace.army.mil
Okaloosa County, mmartinez@myokaloosa.com, jautrey@myokaloosa.com, sbitterman@myokaloosa.com, propertyappraiser@okaloosapa.com, planning@cityofdestin.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.

Michelle Goldsmith — April 16, 2025

Clerk **Date**

62-330.427 General Permit for Docks, Piers and Associated Structures.

(1) A general permit is granted to any person to construct, extend, or remove a dock or pier and associated structures as described below:

(a) A private, single-family pier or dock with up to two boat lifts that, together with all existing structures on the shoreline of the property, does not exceed a total area of 2,000 square feet over surface waters. Such a structure:

1. Shall not accommodate the mooring of more than two vessels, either in the water or on a boat lift. Solely for purposes of this general permit, up to two personal watercraft as defined in section 327.02(33), F.S., may be moored in lieu of either or both allowable vessels of another type. These limits shall not apply to the mooring, storage or other use of the dock or pier by:

a. Non-motor-powered vessels less than 16 feet in length that are stored on or under the dock or pier, or within an authorized mooring area; or

b. Personal watercraft, dinghies or similar small vessels that are stowed out of the water, upon a larger parent vessel that is moored at the dock in compliance with this general permit.

2. Shall be located such that all areas used for vessel mooring and navigational access already provide a minimum depth of two feet below the mean low water level for tidal waters, or two feet below the expected average low water depth for non-tidal waters as determined based on best available information for the water body at the project location; and

3. May include a roof over the vessel mooring areas, boat lifts, and terminal platform, or any portions thereof, subject to the applicable provisions of chapters 253 and 258, F.S., and the rules adopted thereunder. Portions of such roofs that overhang beyond the edge of decked portions of the pier or dock shall be included in the calculation of the total square footage of over-water structure allowed under paragraph (1)(a), above.

(b) A public fishing pier that does not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state “No Boat Mooring Allowed.”

(2) This general permit shall be subject to the following specific conditions:

(a) Construction or extension of the boat lift, boat mooring locations, or terminal platform, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aquatic Preserves;

(b) There shall be no structures enclosed by walls, screens, or doors on any side;

(c) The dock or pier will not facilitate vessel rentals, charters, or serve any other commercial purpose;

(d) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit;

(e) This general permit shall not authorize the construction or extension of more than one dock or pier per parcel of land or individual lot. For the purposes of this general permit, multi-family living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property; and

(f) Notwithstanding any other provisions of this general permit, the design, construction and operation of the dock or pier and associated vessels shall not conflict with any manatee protection plan approved and adopted under section 379.2431(2)(t), F.S.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.426, 403.814(1) FS. History–New 10-3-95, Formerly 62-341.427, Amended 10-1-13, 6-1-18.

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

(2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).

(3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.

(7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

(10) A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) 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 implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained 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)*, available at https://www.flrules.org/Gateway/reference.asp?No=Ref-04227, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

(a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;

(b) The maximum width of the construction access area shall be limited to 15 feet;

(c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and

(d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in the general permit, activities must not:

(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or

(b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that

could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities 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 the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History–New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands:

All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

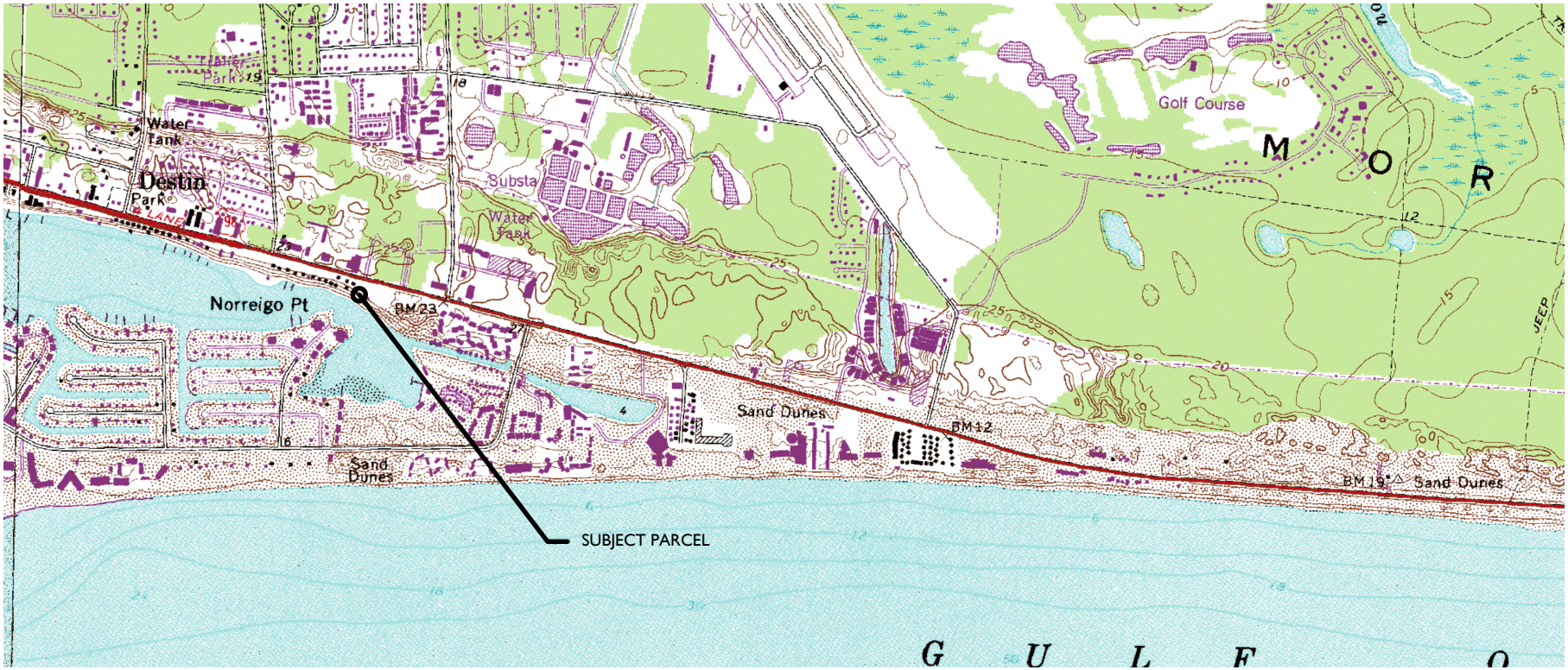
(h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

(i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History–New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



PROPERTY INFO
PID: 00-2S-22-0701-000M-0060
SITUS: 742 HARBOR BLVD
DESTIN, FL 32541
LAT: 30.3896376
LONG: -86.4872814

RECORD OWNER
ADEN SHANE & JENNIFER
742 HARBOR BLVD
DESTIN FL 32541

PROPERTY INFO
PID: 00-2S-22-0701-000M-0070
SITUS: 744 HARBOR BLVD
DESTIN, FL 32541
LAT: 30.3896430
LONG: -86.4871125

RECORD OWNER
MORRIS JAMES & JAN
981 HWY 98 E STE 3-411
DESTIN FL 32541

DRAWING INDEX
1- SITE LOCATION & SHEET INDEX
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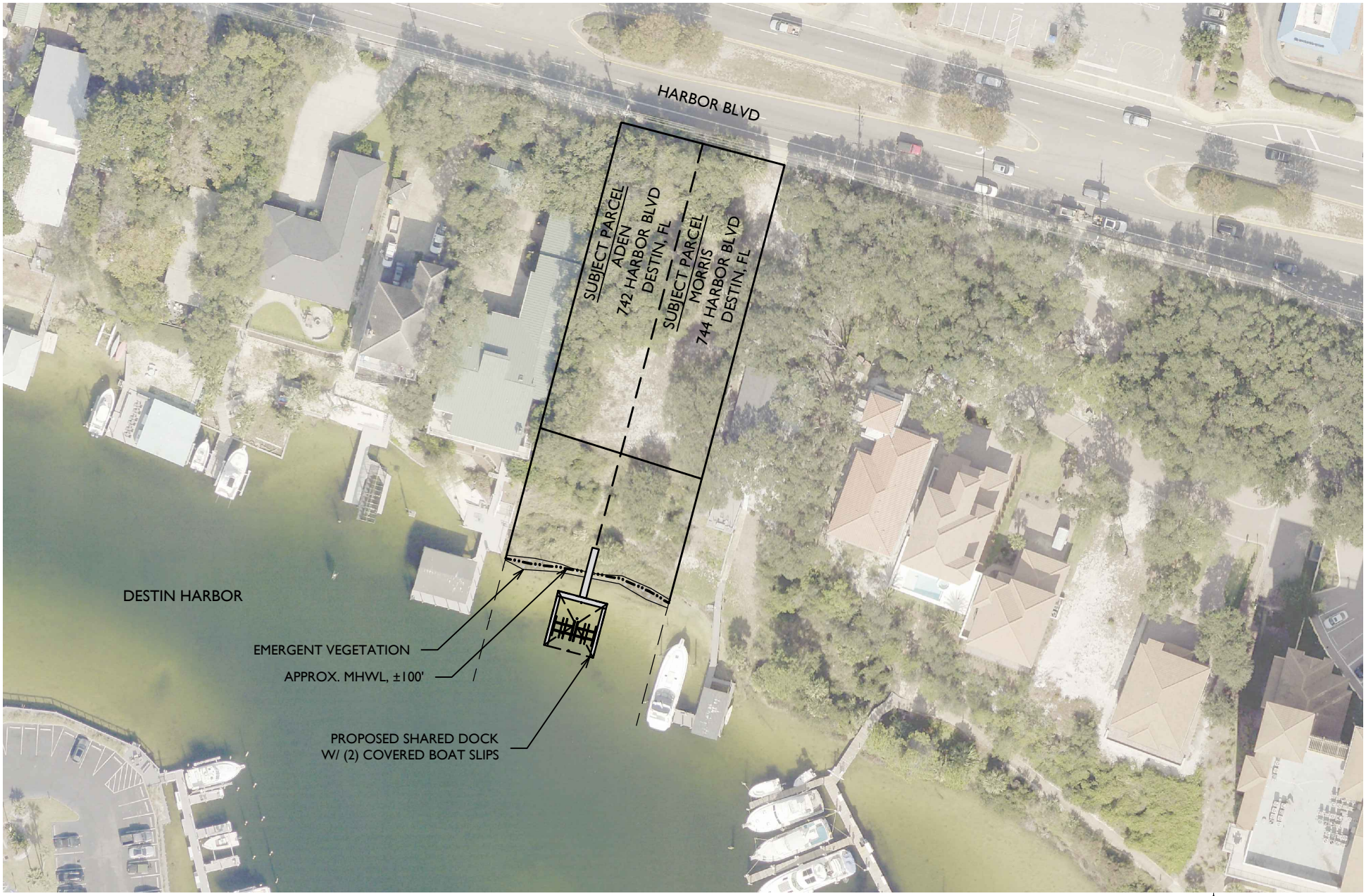
742–744 HARBOR BLVD, ADEN/MORRIS DOCK
SITE LOCATION & DRAWING INDEX
JOB NO.: 2025.009
DRAWN BY: JAT DRAWING DATE: 03.10.2025
SHEET: 1 OF 4

OAKHURST CONSULTING
JASON@OAKHURSTCONSULT.COM

2000 0 1000 2000
(IN FEET)

RELEASED FOR ENVIRONMENTAL PERMITTING PURPOSES ONLY. NOT INTENDED FOR CONSTRUCTION PERMIT REVIEW.



742–744 HARBOR BLVD, ADEN/MORRIS DOCK

PLAN VIEW DEPICTED ONTO AERIAL

JOB NO.: 2025.009

DRAWN BY: JAT DRAWING DATE: 03.10.2025

SHEET: 2 OF 4

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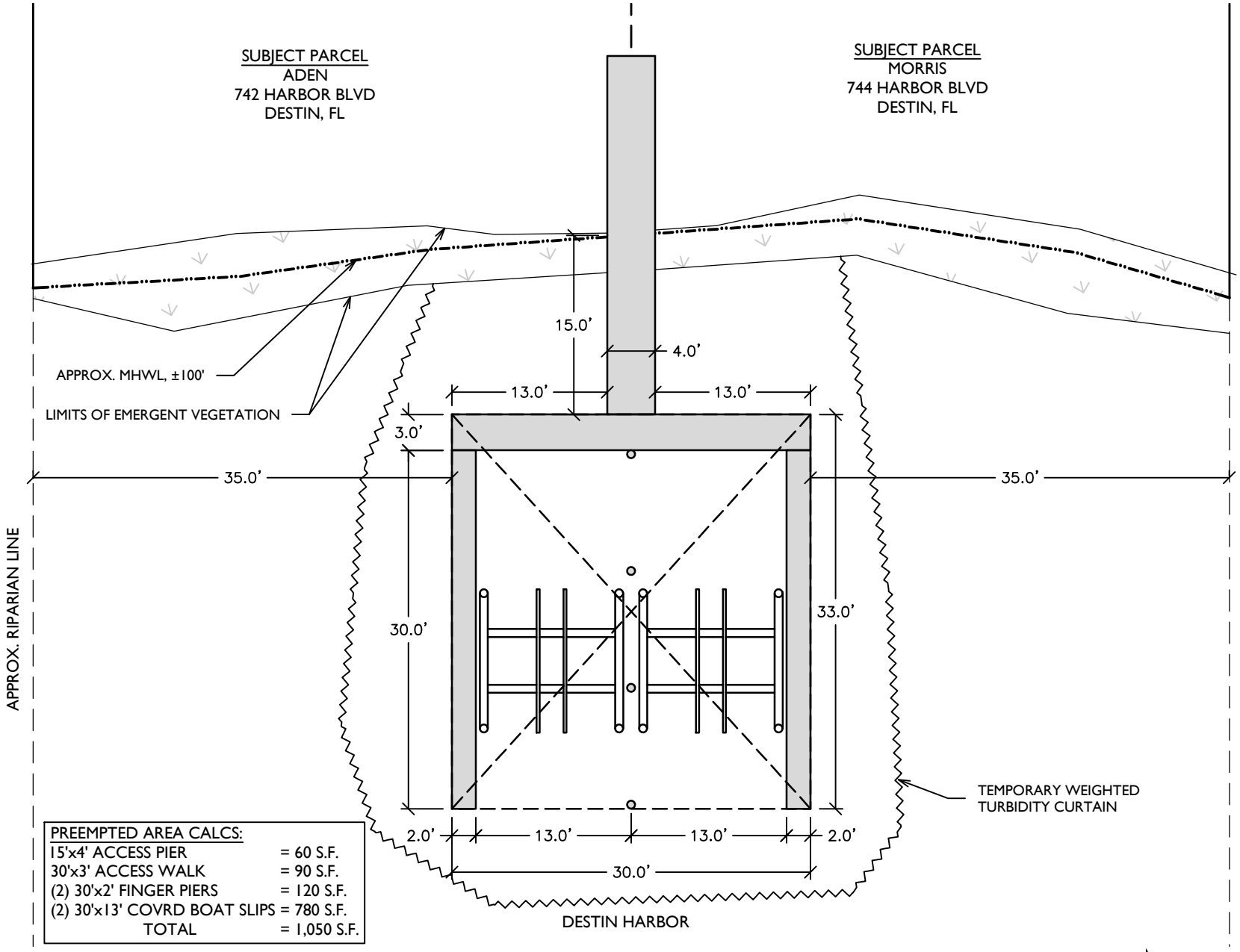

PREEMPTED AREA CALCS:

15'x4' ACCESS PIER	= 60 S.F.
30'x3' ACCESS WALK	= 90 S.F.
(2) 30'x2' FINGER PIERS	= 120 S.F.
(2) 30'x13' COVRD BOAT SLIPS	= 780 S.F.
TOTAL	= 1,050 S.F.

12 0 6 12

(IN FEET)

742–744 HARBOR BLVD, ADEN/MORRIS DOCK

PLAN VIEW

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SHEET: 3 OF 4

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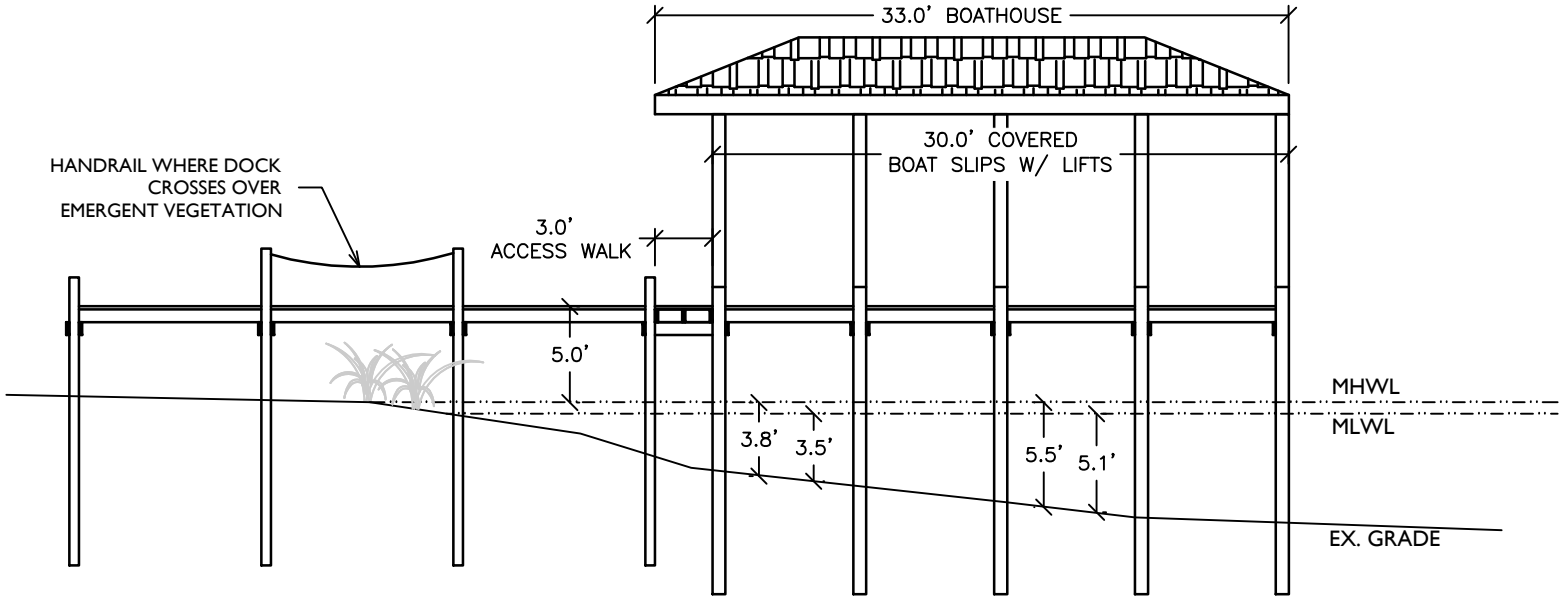

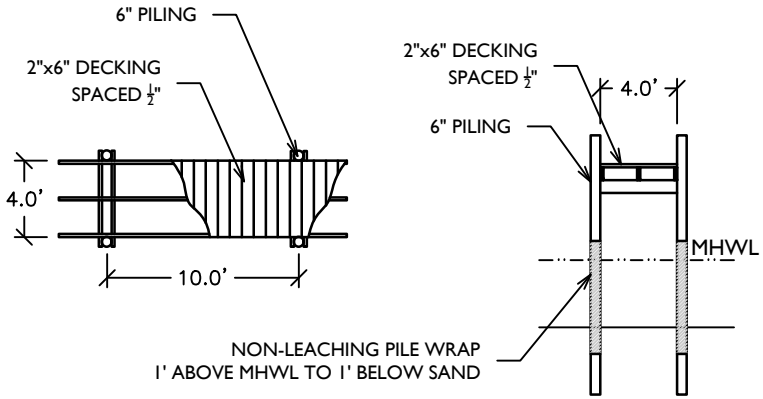

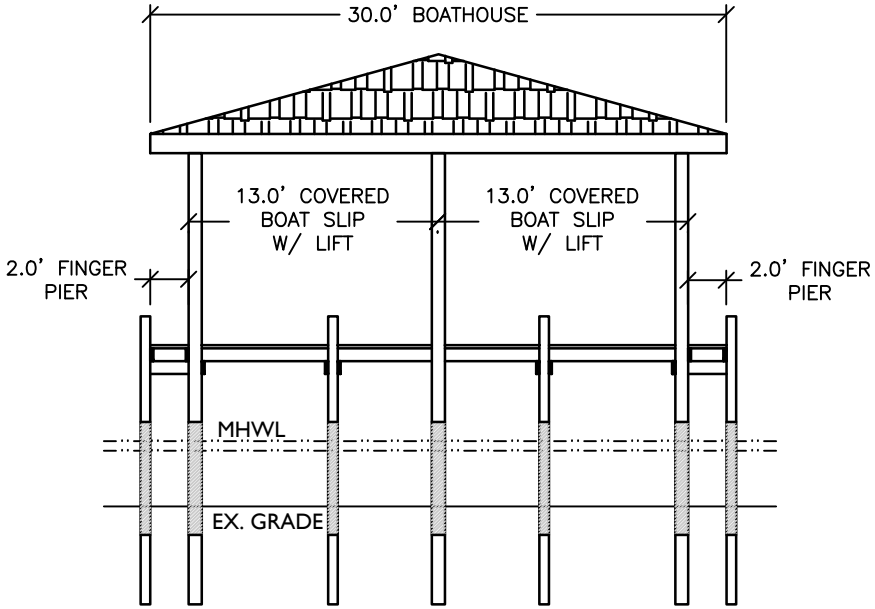

742–744 HARBOR BLVD, ADEN/MORRIS DOCK

PROFILE TYP.

JOB NO.: 2025.009

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SHEET: 4 OF 4

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM

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(IN FEET)

FILE #3499095 RCD: 10/25/2021 9:01 AM, BK: 3582 PG: 1433, RECORDING: $10.50 RECORDING ARTICLE V: $8.00
D Doc Stmp: $4,375.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Prepared By and Return to:
Lori Ellen Ward, Esq.
Priority Title
4471 Legendary Drive
Destin, FL 32541
File Number: PT21-00099A
Parcel ID Number: 00-2S-22-0701-000M-0070

Warranty Deed

THIS WARRANTY DEED is made this 20th day of October, 2021 between **NOLA, LLC, a Tennessee limited liability company**, whose post office address is 405 Irwin Way, Spring Hill, TN 37174 ("Grantor") and **James W. Morris and Jan D. Morris, husband and wife, as tenants in common**, whose post office address is 981 Hwy. 98 East, Suite 3-411, Destin, FL 32541 ("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:

> Lot 7, Block M, REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, according to the Plat thereof as recorded in Plat Book 1, Page 19A, of the Public Records of OKALOOSA County, Florida.

Subject to easements, restrictions, reservations and limitations recorded, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple and 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, 2020.

SELLER:

Signed, sealed and delivered in presence of:

NOLA, LLC

BY: ①
Edward Collier, III, Authorized Member

② Diane Falcon
Witness Signature

③ Diane Falcon
Printed Name of First Witness

④
Witness Signature

⑤ Ashley Thomas
Printed Name of Second Witness

Grantor Address:
405 Irwin Way
Sprin Hill, TN 37174

STATE OF ⑥ TN
COUNTY OF ⑦ Maury

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this ⑧ 21 day of October, 2021 by Edward Collier, III, Authorized Member of NOLA, LLC who is/are personally known to me or who produced drivers license as identification.

⑨ Cassie Cannady
NOTARY PUBLIC
Printed Name: ⑩ Cassie Cannady
My Commission Expires: ⑪ 5.21.25

CASSIE CANNADY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF MAURY

FILE #3499096 RCD: 10/25/2021 9:01 AM, BK: 3582 PG: 1435, RECORDING: $10.50 RECORDING ARTICLE V: $8.00
D Doc Stmp: $4,375.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Prepared By and Return to:
Lori Ellen Ward, Esq.
Priority Title
4471 Legendary Drive
Destin, FL 32541
File Number: PT21-00099A
Parcel ID Number: 00-2S-22-0701-000M-0060

Warranty Deed

THIS WARRANTY DEED is made this 20th day of October, 2021 between **NOLA, LLC, a Tennessee limited liability company**, whose post office address is 405 Irwin Way, Spring Hill, TN 37174 ("Grantor") and **Shane Aden and Jennifer Aden, husband and wife**, whose post office address is 1603 Carmie Lane, Marion, IL 62959 ("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:

Lot 6, Block M, REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, according to the Plat thereof as recorded in Plat Book 1, Page 19A, of the Public Records of OKALOOSA County, Florida.

Subject to easements, restrictions, reservations and limitations recorded, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple and 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, 2020.

SELLER:

Signed, sealed and delivered in presence of:

NOLA, LLC
BY: ①
Edward Collier, III, Authorized Member

Grantor Address:
405 Irwin Way
Spring Hill, TN 37174

② Witness Signature

③ Diane Falcon
Printed Name of First Witness

④ Witness Signature

⑤ Ashley Thomas
Printed Name of Second Witness

STATE OF ⑥ TN
COUNTY OF ⑦ Maury

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this ⑧ ____ day of October, 2021 by Edward Collier, III, Authorized Member of NOLA, LLC who is/are personally known to me or who produced _____ as identification.

⑨ Cassie Cannady
NOTARY PUBLIC
Printed Name: ⑩ Cassie Cannady
My Commission Expires: ⑪ 5.21.25

CASSIE CANNADY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF MAURY

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
PENSACOLA PERMITS SECTION
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA FLORIDA 32502

April 28, 2025

South Atlantic Division
Regulatory Technical Regional
Execution Center

Jennifer Aden
742 Harbor Boulevard
Destin, Florida 32541
Via Email: jraden76@gmail.com

James Morris
744 Harbor Boulevard
Destin, Florida 32541
Via Email: james.morris.w@gmail.com

Dear Ms. Aden and Mr. Morris:

This letter is in response to the application you submitted to the Jacksonville District, Pensacola Permits Section on March 25, 2025 for a Department of the Army general permit verification. This project has been assigned the file number SAJ-2025-00892 and is known as Aden/Morris Dock. This file number should be referenced in all correspondence with this office.

A review of the information provided indicates that the proposed work would include the construction of a private shared dock consisting of a 15-foot by 4-foot access pier leading to a 30-foot by 3-foot T-access walk, two 30-foot by 2-foot finger piers, and two 30-foot by 13-foot covered boat slips with lifts under a 33-foot by 30-foot roof. The project is located in Destin Harbor; at 742 and 744 Harbor Boulevard, within Section 00, Township 2S, Range 22W; at Latitude 30.389780 and Longitude -86.487130; in Destin, Okaloosa County, Florida.

We have determined that the proposed work is authorized by Regional General Permit SAJ-20 Docks and Associated Minor Structure in Florida pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403). The proposed work must be accomplished in strict accordance with the enclosed general permit conditions, any regional conditions, the special conditions listed in this letter, the application materials, and the enclosed plans labelled “Aden, Jennifer & Morris, James SAJ-2025-00892.” If the extent of the project area and/or nature of the authorized impacts to waters are modified, a revised application must be submitted to this office for

written approval before work is initiated. Any deviation from the terms and conditions of the permit, or your submitted plans, may subject the permittee to enforcement action.

This verification is valid until March 28, 2028, unless the subject general permit(s) is suspended, revoked, or is modified prior to that date such that the activity no longer complies with the terms and conditions of the general permit.
Please access the Corps' Jacksonville District Regulatory Division Source Book web page to view the special and general conditions for Regional General Permit SAJ-20 Docks and Associated Minor Structure in Florida, which apply specifically to this authorization. The Internet URL address is: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/. Please be aware this Internet address is case sensitive, and you will need to enter it exactly as it appears above. Once there, select “General Permits” to view a list of current permits.

Project Specific 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 either (not both) of the following addresses:

   a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

   b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

   The Permittee shall reference this permit number, SAJ-2025-00892 (GP–TCP), on all submittals.

2. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the ENG Form 6285, “Certification of Compliance with Department of Army Permit” (located at https://www.publications.usace.army.mil/Portals/76/Eng_Form_6285_2024%20Dec%20FINAL.pdf) and submit it to the Corps.

4. **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 permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent

to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

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 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 Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. 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 SHPO and from the Corps.

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 U.S. Army 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. **Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable project design criteria's (PDCs) contained in the JAXBO, based on the permitted activity. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx

   JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

7. **Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (attached). The most recent version of the Manatee Conditions must be utilized.

8. **Dock Construction Guidelines:** The Permittee shall comply with the Marsh section of the *Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat*, U.S. Army Corps of Engineers/National Marine Fisheries Service – November 2017 (attached).

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This general permit verification and any associated authorizations does not preclude the necessity to obtain any other Federal, State, or local permits, licenses, and/or certifications, which may be required.

If you have any questions related to this verification or have issues accessing documents referenced in this letter, please contact Taylor Parks of the Technical Regional Execution Center on behalf of the Pensacola Permits Section at (904) 676-0634 or by email at taylor.c.parks@usace.army.mil. Please take a moment to complete our customer satisfaction survey located at https://regulatory.ops.usace.army.mil/customer-service-survey/.

Sincerely,



Taylor Parks
Biologist

Enclosures

Cc (w/enclosures):
Jason Taylor, Oakhurst Consulting (via jason@oakhurstconsult.com)

General Conditions (33 CFR PART 320-330):

1. The time limit for completing the work authorized ends on **March 28, 2028.**

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 of 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 of the new owner on the transfer form attached to this letter and forward a copy to this office to validate the transfer of this authorization.

5. You must allow a representative 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.

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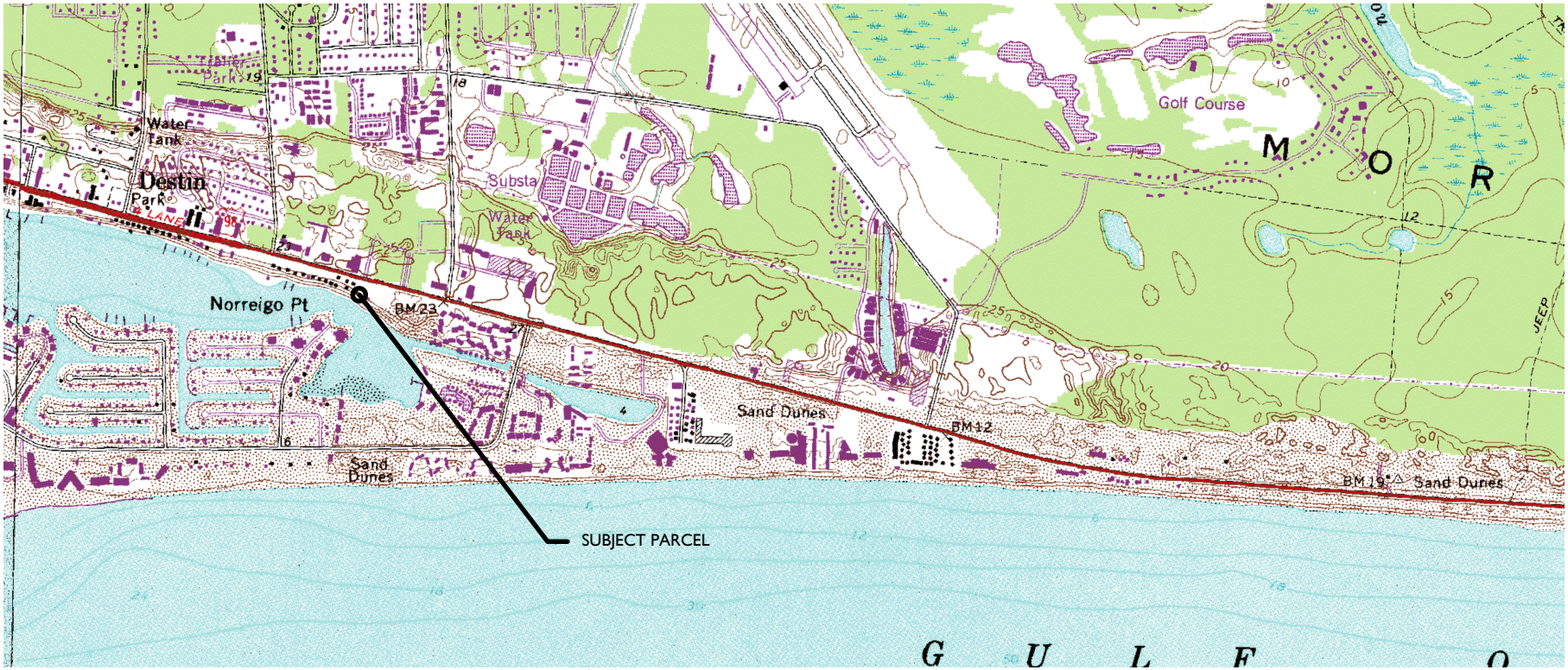

PROPERTY INFO
PID: 00-2S-22-0701-000M-0060
SITUS: 742 HARBOR BLVD
DESTIN, FL 32541
LAT: 30.3896376
LONG: -86.4872814

RECORD OWNER
ADEN SHANE & JENNIFER
742 HARBOR BLVD
DESTIN FL 32541

PROPERTY INFO
PID: 00-2S-22-0701-000M-0070
SITUS: 744 HARBOR BLVD
DESTIN, FL 32541
LAT: 30.3896430
LONG: -86.4871125

RECORD OWNER
MORRIS JAMES & JAN
981 HWY 98 E STE 3-411
DESTIN FL 32541

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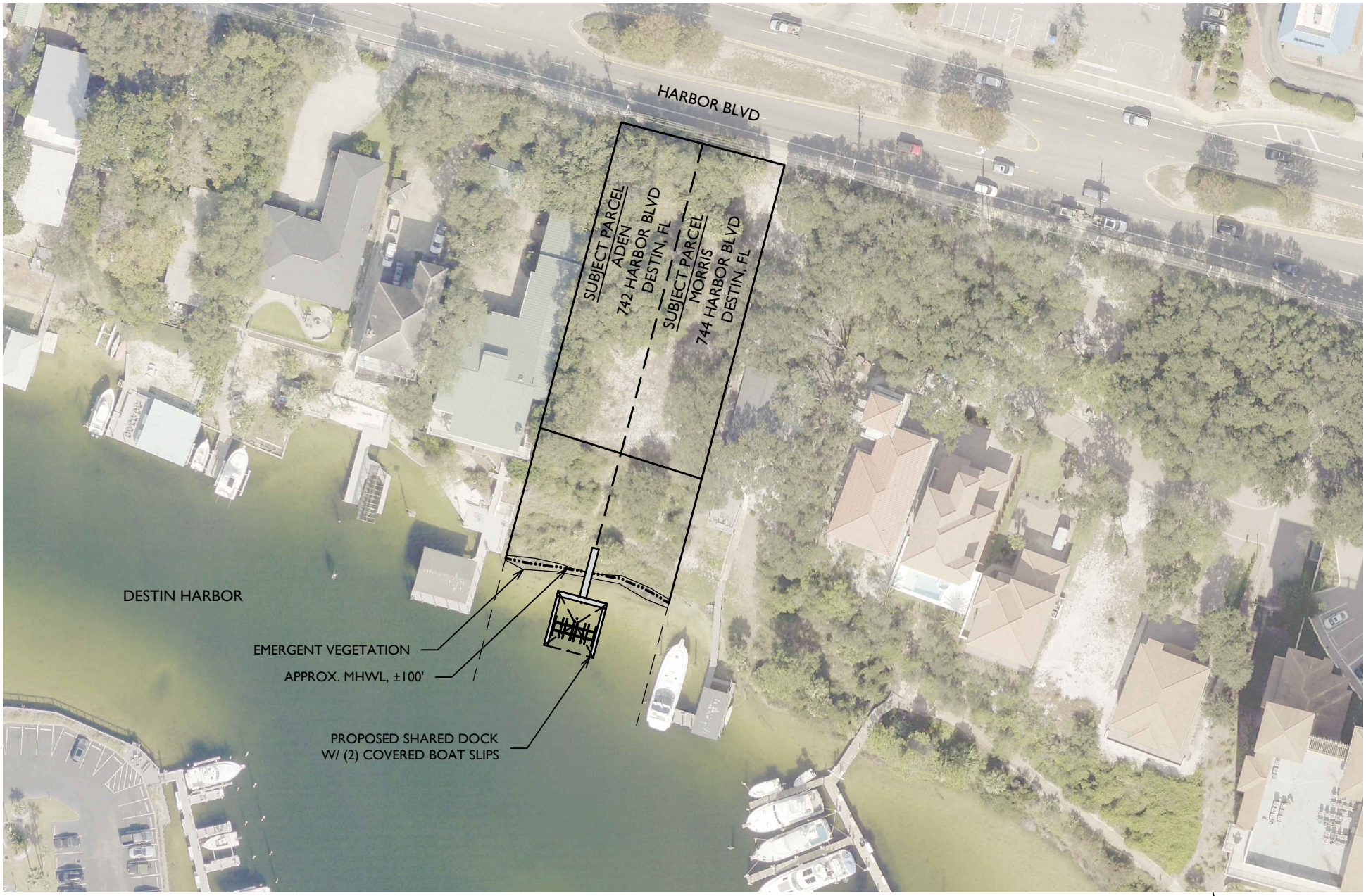

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PLAN VIEW DEPICTED ONTO AERIAL

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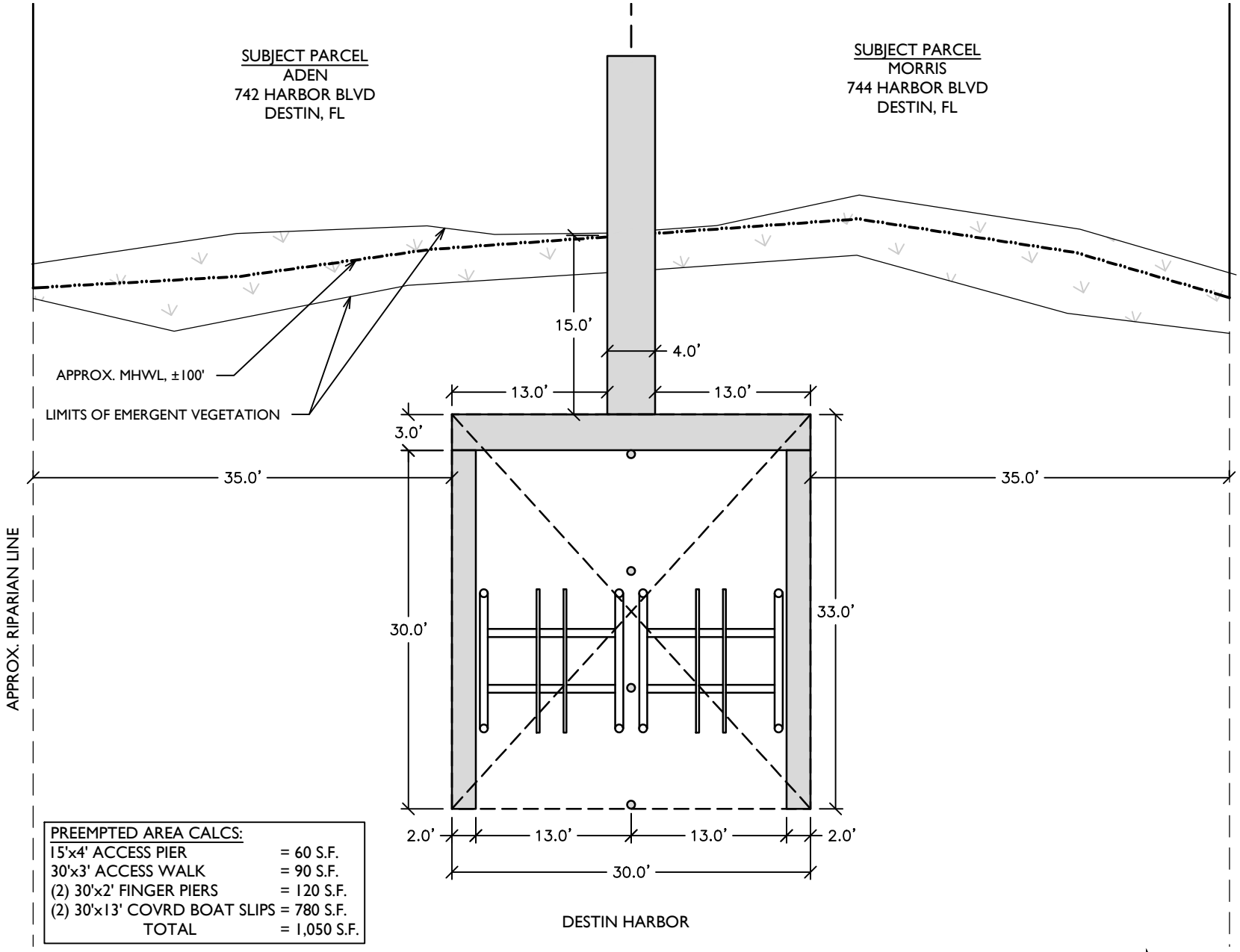

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TOTAL	= 1,050 S.F.

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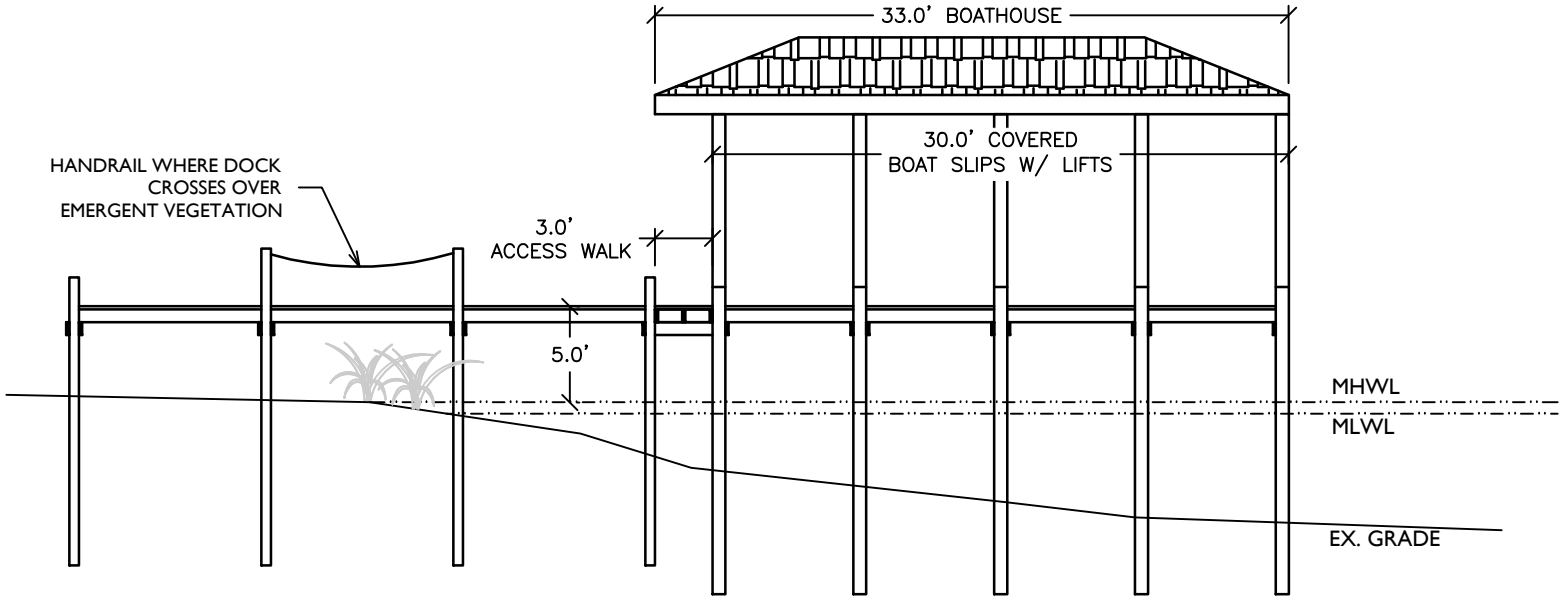

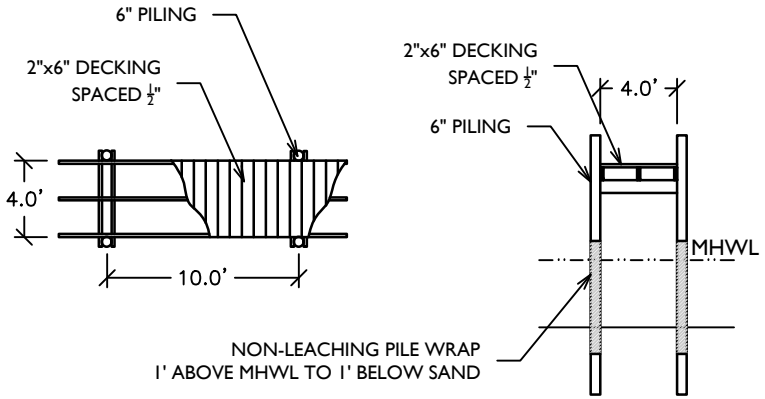

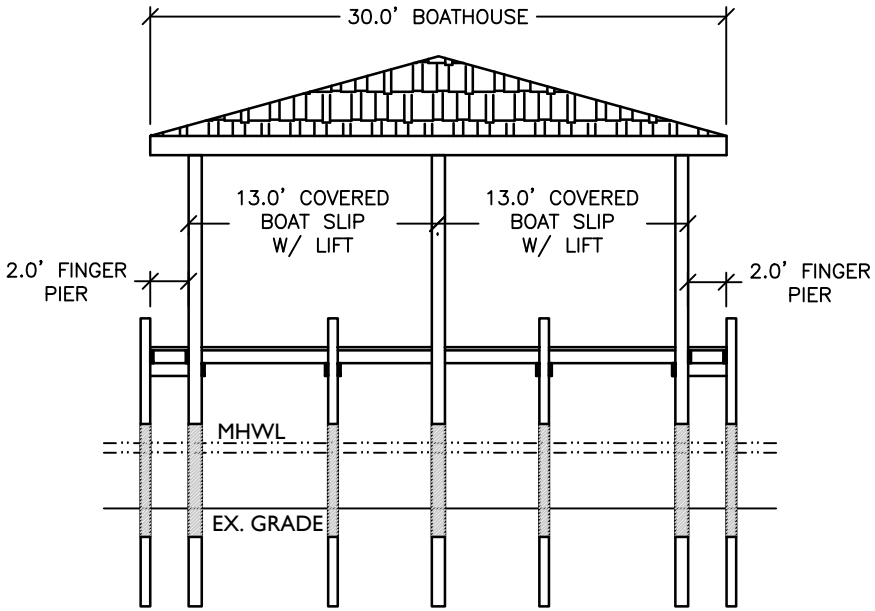

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OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM

10 0 5 10

(IN FEET)

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2025-00892

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. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

_____
(TRANSFEREE-SIGNATURE)

_____
(DATE)

_____
(NAME-PRINTED)

_____

_____
(MAILING ADDRESS)

_____
(CITY, STATE, ZIP CODE)

_____
(SUBDIVISION)

_____ _____
(LOT) **(BLOCK)**

_____
(STREET ADDRESS)

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

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.

CAUTION: MANATEE HABITAT

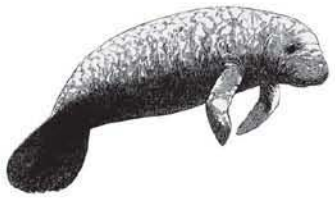
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

US Army Corps of Engineers

Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service
November 2017

Submerged Aquatic Vegetation:

1. Avoidance. The piling-supported structure shall be aligned so as to minimize the size of the footprint over SAV beds.

2. The height of piling-supported structure shall be a minimum of 5 feet above MHW/OHW as measured from the top surface of the decking.

3. The width of the piling-supported structure is limited to a maximum of 4 feet. A turnaround area is allowed for piling-supported structures greater than 200 feet in length. The turnaround is limited to a section of the piling-supported structure no more than 10 feet in length and no more than 6 feet in width. The turnaround shall be located at the midpoint of the piling-supported structure.

4. Over-SAV bed portions of the piling-supported structure shall be oriented in a north-south orientation to the maximum extent that is practicable.

5. a. If possible, terminal platforms shall be placed in deep water, waterward of SAV beds or in an area devoid of SAV beds.

b. If a terminal platform is placed over SAV areas and constructed of grated decking, the total size of the platform shall be limited to 160 square feet. The grated deck material shall conform to the specifications stipulated below. The configuration of the platform shall be a maximum of 8 feet by 20 feet. A minimum of 5 feet by 20 feet shall conform to the 5-foot height requirement; a 3 feet by 20 feet section may be placed 3 feet above MHW to facilitate boat access. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable.

c. If the terminal platform is placed over SAV areas and constructed of planks, the total size of the platform shall be limited to 120 square feet. The configuration of the platform shall be a maximum of 6 feet by 20 feet of which a minimum 4-foot wide by 20-foot long section shall conform to the 5-foot height requirement. A section may be placed 3 feet above MHW to facilitate boat access. The 3 feet above MHW section shall be cantilevered. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable. If the 3feet above MHW section is constructed with grating material, it may be 3 feet wide.

6. One uncovered boat lift area is allowed. A narrow catwalk (2 feet wide if planks are used, 3 feet wide if grating is used) may be added to facilitate boat maintenance along the outboard side of the boat lift and a 4-foot wide walkway may be added along the stern end of the boat lift, provided all such walkways are elevated 5 feet above MHW. The catwalk shall be cantilevered from the outboard mooring pilings (spaced no closer than 10 feet apart).

7. Pilings shall be installed in a manner which will not result in the formation of sedimentary deposits("donuts" or "halos") around the newly installed pilings. Pile driving is the preferred method of installation, but jetting with a low pressure pump may be used.

8. The spacing of pilings through SAV beds shall be a minimum of 10 feet on center.

9. The gaps between deckboards shall be a minimum of ½ inch.

October 2002 - Grid Specifications and Suppliers Section modified to add an additional vendor of materials.
February 2003 – Manufacturer name changed from ChemGrate to FiberGrate
May 2003 - The terms dock and pier were removed and replaced by the term piling-supported structure, to clarify our intent.
March 2008 – Added requirement for 43% open space in grids; added additional manufacturer of grating.
November 2017 – Manufacturer of grated material updated to include Voyager Industries.

Marsh:

1. The piling-supported structure shall be aligned so as to have the smallest over-marsh footprint as practicable.

2. The over-marsh portion of the piling-supported shall be elevated to at least 4 feet above the marsh floor.

3. The width of the piling-supported is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.

Mangroves.

1. The width of the piling-supported structure is limited to a maximum of 4 feet.

2. Mangrove clearing is restricted to the width of the piling-supported structure.

3. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.

Grid Specifications and Suppliers

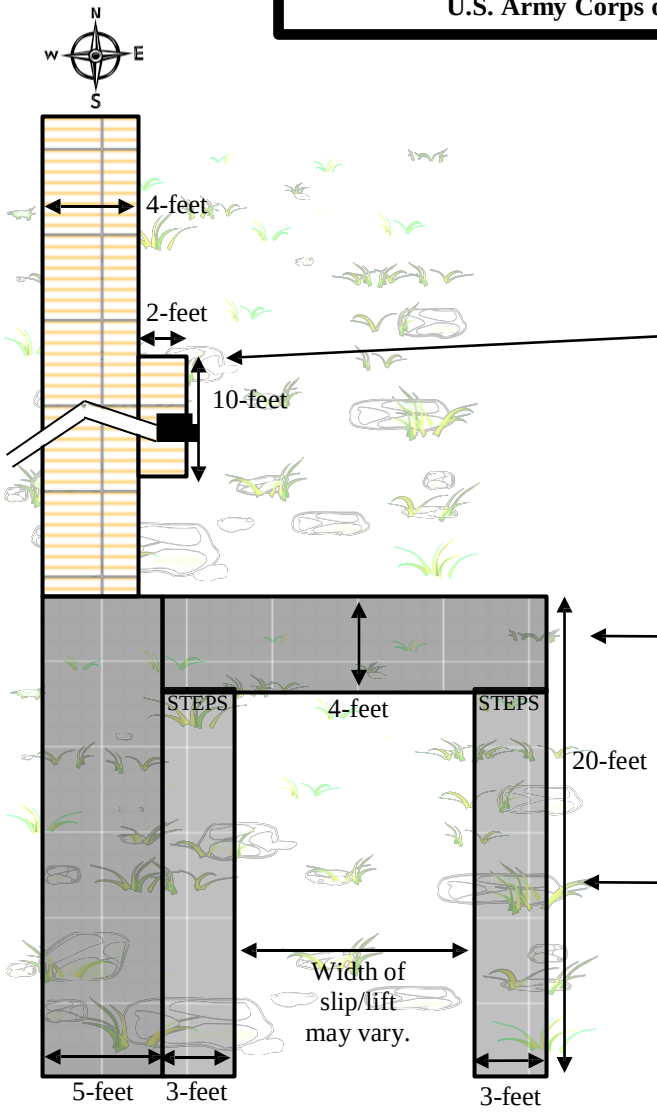
The following information does not constitute a U.S. Army Corps of Engineers endorsement or advertisement for any particular provider and is provided only as an example for those interested in obtaining these materials for piling-supported structure construction. Light-transmitting materials are made of various materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. **All light-transmitting materials used in construction for minor piling-supported structures shall have a minimum of forty-three (43) percent open space.**

A type of fiberglass grate panel is manufactured by SeaSafe (Lafayette, LA; phone: 1-800-326-8842) and FiberGrate (1-800-527-4043). A type of plastic grating is manufactured by ThruFlow Interlocking Panels (1-888-478-3569). Plastic grate panels are also distributed by Southern Pine Lumber Company (Stuart, FL; 772-692-2300). Grated panels can be obtained from Titan Deck/Voyager Industries (Brandon, MN; 877-207-4136; www.titandeck.net). Panels are available in a variety of sizes and thicknesses. For safety, the grate should contain an anti-slip texture which is integrally molded into the top surface. The manufacturer or local distributor should be consulted to ensure that the load-bearing capacity of the selected product is sufficient to support the intended purpose. Contact the manufacturer(s) for product specifications and a list of regional distributors.

October 2002 - Grid Specifications and Suppliers Section modified to add an additional vendor of materials.
February 2003 – Manufacturer name changed from ChemGrate to FiberGrate
May 2003 - The terms dock and pier were removed and replaced by the term piling-supported structure, to clarify our intent.
March 2008 – Added requirement for 43% open space in grids; added additional manufacturer of grating.
November 2017 – Manufacturer of grated material updated to include Voyager Industries.

DOCK EXAMPLE — GRATED TERMINAL PLATFORM

Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service—August 2001



OVERHEAD PLAN VIEW

"GRATED DECKING"
Means manufactured with a minimum of 43% open space.

Spacing of pilings through SAV beds shall be a minimum of 10-feet on center.

MIDPOINT TURNAROUND
Only for docks over 200-feet long.

LIFT ONLY
No roof.
Vessel should be stored as high above MHW as possible .

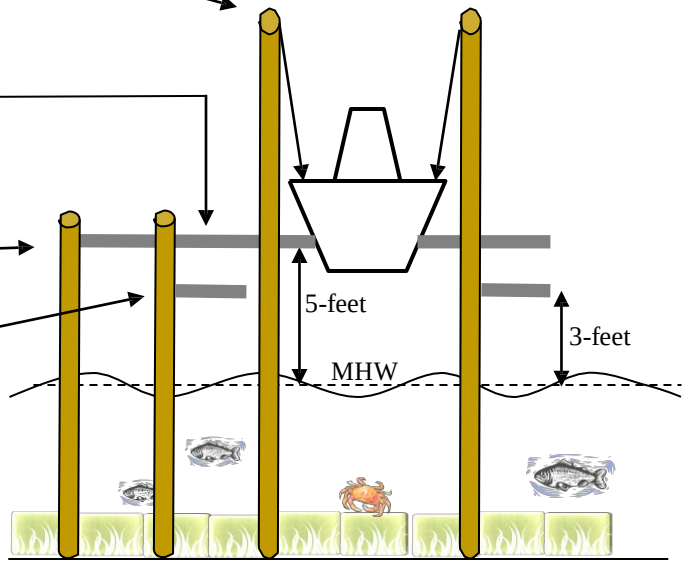
STERN WALKWAY
Allowed if lift constructed.
May be less than 4-feet wide if longer slip is needed.

MINIMUM HEIGHT
No less than 5-feet above MHW

ACCESS CATWALKS
3-feet wide if grated decking.
3-feet above MHW to facilitate boat access.
Cantilevered off main structures; no additional pilings.

NOTES:

- Not to scale.
- All widths are maximum dimension.
- All heights are minimum dimension.
- Piling supported structures over SAV should be oriented north-south to the extent practicable.
- MHW = mean high water

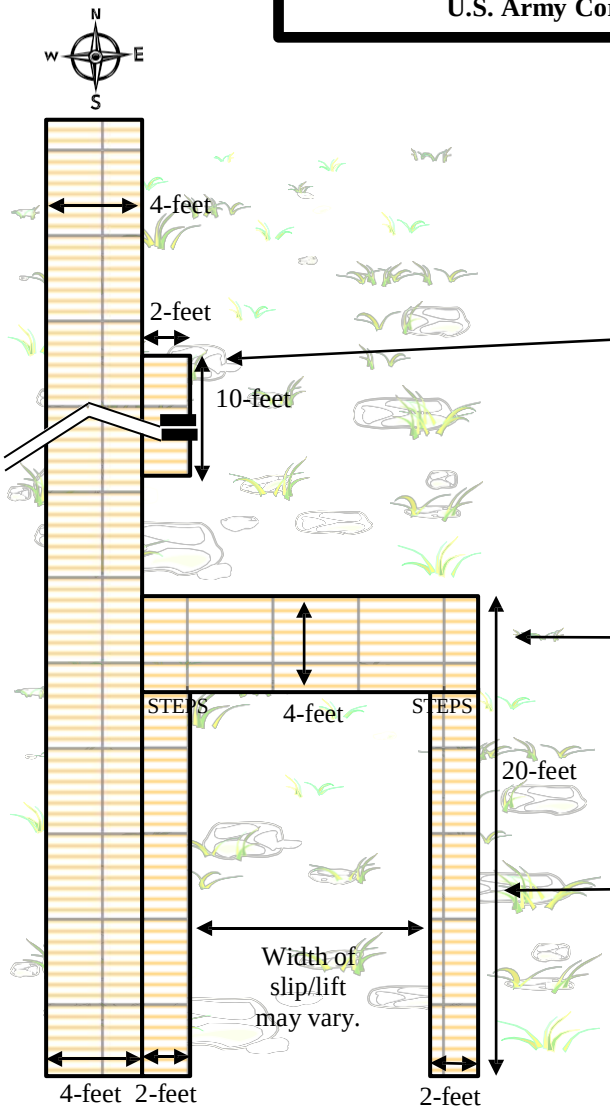


FRONT PLAN VIEW

VER: 201407

DOCK EXAMPLE — WOOD PLANK TERMINAL PLATFORM

Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service—August 2001



OVERHEAD PLAN VIEW

The gaps between deckboards shall be a minimum of 1/2 inch.

Spacing of pilings through SAV beds shall be a minimum of 10-feet on center.

MIDPOINT TURNAROUND
Only for docks over 200-feet long.

LIFT ONLY
No roof.
Vessel should be stored as high above MHW as possible .

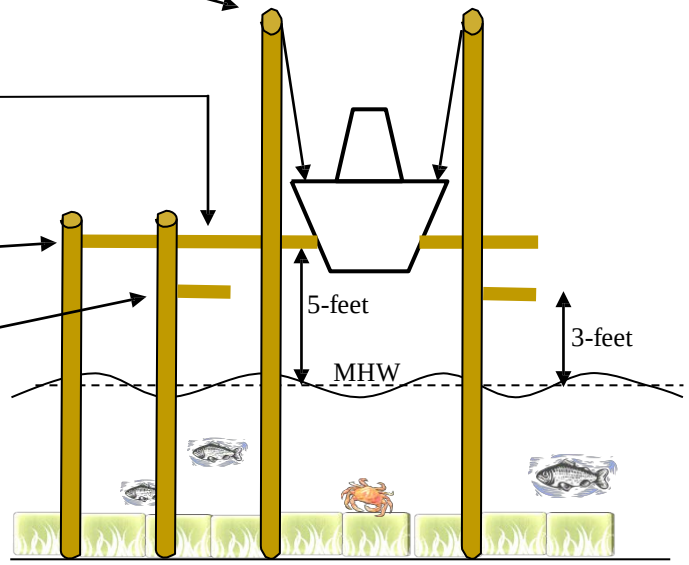
STERN WALKWAY
Allowed if lift constructed.
May be less than 4-feet wide if longer slip is needed.

MINIMUM HEIGHT
No less than 5-feet above MHW

ACCESS CATWALKS
2-feet wide if wood decking.
3-feet above MHW to facilitate boat access.
Cantilevered off main structures; no additional pilings.

NOTES:

- Not to scale.
- All widths are maximum dimension.
- All heights are minimum dimension.
- Piling supported structures over SAV should be oriented north-south to the extent practicable.
- MHW = mean high water



FRONT PLAN VIEW

VER: 201407





AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, THAT I, JAMES W. MORRIS am presently the owner and/or leaseholder at 744 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 WHAT'S up Docks whose address is 6062 STEWART ST. MILTON, County of SANTA ROSA State of FL, 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: SHARED Dock/BOATHOUSE @ 742 + 744 HARBOR BLVD

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

JAMES W. MORRIS

Printed Name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence X or online notarization ___, this 22 day of May, 2025, by (name of person acknowledging) James Morris.

Signature of Notary

Ashley Logsdon

Printed Name of Notary or Seal

Personally known _____ OR Produced Identification X

Type of Identification Produced DriversLicense

ASHLEY LOGSDON
MY COMMISSION EXPIRES 08-18-2028
NOTARY PUBLIC
COMM. # HH 519...
STATE OF FLORIDA

Sent from my iPhone

AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Jennifer Aden am presently the owner and/or leaseholder at 742 Harbor Blvd Destin, FL 32541, and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do make, constitute and appoint WHAT'S up Docks whose address is 6062 STEWART ST. MILTON, County of SANTA ROSA State of FL, 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: SHARED DOCK/BOATHOUSE @ 742 + 744 HARBOR BLVD

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

Jennifer Aden
Printed Name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence X or online notarization ___, this 22 day of May, 20 25 by (name of person acknowledging) Jennifer Aden.

Signature of Notary

Ashley Logsdon
Printed Name of Notary or Seal

Personally known _____ OR Produced Identification X

Type of Identification Produced Driverslicense

ASHLEY LOGSDON MY COMMISSION EXPIRES 08-18-2028 NOTARY PUBLIC COMM# HH 519659 STATE OF FLORIDA

Community Development
Planning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

June 3, 2025

SUBJECT: Notification of Harbor & Waterways Board Application (HWB- 001616-2025) – Residential Marine Construction – 742 & 744 Harbor Blvd

Dear Property Owner:

This letter is to notify you of a Proposed Marine Construction Project at **742 & 744 Harbor Blvd.** The Marine Construction application requires Harbor & Waterways Board review and recommendation. **The application will be heard by the Harbor & Waterways Board at 5:30 p.m. at the Destin City Hall Annex, 4100 Indian Bayou Trail on June 26, 2025 (tentative).**

As an owner of property located near this project, ***Destin Land Development Code (LDC) Sections 2.17.00 & 11.05.01.S*** require a written notice providing you with the following information. This project proposes new marine construction in proximity to your property line; therefore, the City is requesting your input on the matter. If you would like to provide any comments you may respond by sending an email to the email address listed below, or by appearing before the Harbor & Waterways Board at the meeting.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to the email address provided below.

1. Name of Owner: James W & Jan D Morris, Shane & Jennnifer Aden
2. Name of Agent: What's Up Docks LLC
3. Address of Project: 742 & 744 Harbor Blvd
4. Parcel ID Number: 00-2S-22-0701-000M-0060; 00-2S-22-0701-000M-0070
5. Project Description: Construction of a new shared access pier, access walk, two finger piers, and two covered boat slips with lifts.
6. Location of Application Package: To request that 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 (PRR) online: http://www.cityofdestin.com/forms.aspx?fid=121

If you have any questions or concerns regarding this letter, please do not hesitate to contact me at (850) 842-4669 or via email at planning@cityofdestin.com.

Sincerely,

Ashley Dominguez
Planner

CC: David Prichard, Community Development Director
Planning Project File

ITEM # 2025-147

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Joe Bodi, Deputy Director, Public Works
Krystal Strickland, Finance Director

DATE: February 13, 2025

SUBJECT: Atkins Amendment 7 - Post Design Services

I. BACKGROUND: Atkins is the design engineer for the Crosstown Connector Project. As the project moves closer to construction there may be services that are needed that are outside the scope of work from the original design contract and following amendments.

II. DISCUSSION: There may be activities the city desires for Atkins to perform as the project moves through the construction phase. These activities can be described as Post Design Services.

Post Design Services would include the following activities:

- Shop drawings provided by the contractor will be reviewed for approval based on project

construction specifications and design standards

- RFI Support – Requests for Information by the contractor will be reviewed and responses

will be provided to ensure that the intent is met

- Field Visits & Meetings – AtkinsRéalis staff will attend field visits and client meetings, as

requested by the City, and prepare meeting minutes. Three (3) site visit/meetings are anticipated.

- Review as-built plans
- Coordination with stakeholders as requested by the City
- Misc. minor plan revisions upon request by the City.

The fee schedule rates are included in the amendment.

This amendment allows the city to request any of these services from Atkins. Atkins will only invoice the city for services requested and completed. This is not a lump sum proposal.

A. Link to Strategic Goals / Objectives: 4.18 Crosstown Connector

B. Effect on Budget (EOB): This amendment is for post design services and Atkins will only invoice the city for services requested and performed. This is not a lump sum proposal. The amendment has a not to exceed amount of $49,773.92.

Budget Impact

	BOCC Construction Grant 305.5410.565000 Grant 500028	Gas Tax#2 306.5410.565000 Proj 100018	Transportation Impact Fees 311.5410.565000 Proj 100018	2024 Construction Loan 324.5410.565000 Proj 100018	TOTAL
FY 25 Adopted Budget*	3,300,000	717,351	1,634,068	4,475,441	10,126,860
Previous Expenses/Encumbrances	-	(17,351)	(13,068)	-	(30,418)
Available Program Budget	3,300,000	700,000	1,621,000	4,475,441	10,096,441
This Agreement +(-)			(49,774)		(49,774)
FY 25 Remaining Program Budget	$ 3,300,000	$ 700,000	$ 1,571,226	$ 4,475,441	$ 10,046,667

**FY 2025 ADOPTED BUDGET includes encumbrance balances rolled forward from previous years, amendments and transfers*

Atkins Amendment#7		
Post Design Services	$ 49,773.92	311.5410.565000 Proj 100018

C. Level of Service (LOS): LOS will increase

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff believes that many of the post design activities identified will be necessary and request that the amendment be approved.

IV. RECOMMENDED MOTION: I move that the Council approve Amendment 7 to the Atkins contract for the Crosstown Connector Project and authorize the city manager to execute it.

Attachments:

1. DCTC Amendment No7 (Post Design Svcs) proposal 021025
2. Atkins_Contract_10.19.20

3. Amendment 1 and NTP
4. Amendment 2
5. Amendment 3
6. Amendment 4
7. Amendment 5
8. DCTC Amendment No6 (SunTrail) proposal 020625

AMENDMENT NO. 7 TO

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF DESTIN AND ATKINS NORTH AMERICA, INC

THIS AMENDMENT is made and entered into this _____ day of February, 2025, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC. (ATKINSREALIS USA INC), (**hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020, for professional consulting engineering services; and

NOW, THEREFORE, the **CITY** and the **CONSULTANT** further amend the agreement as follows:

1) Post Design Services:

   The Consultant shall support the City of Destin with limited post design services and construction input during the bidding and construction phases of the project. Additional details are provided in the Scope of Services (Attachment A).

2) Compensation and Schedule:

   The City shall pay a fee not to exceed $49,773.92 for the additional services. Invoicing will be monthly on a time and materials basis. Labor categories and hours will be in accordance with the Summary of Labor Rates and Fee Schedule (Attachment B)

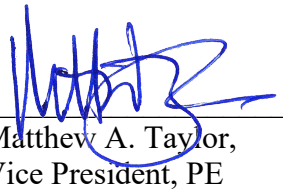
IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

_____
Larry Jones
City Manager

ATKINS NORTH AMERICA, INC

(ATKINSREALIS USA INC)



_____
Matthew A. Taylor,
Vice President, PE

Attest to Signature:

_____

Rey Bailey, City Clerk

ATTACHMENT A

SCOPE OF SERVICES

AtkinsRéalis

Scope of Services

Amendment 7 – Post Design Services

PROJECT BACKGROUND

This is a supplemental agreement to provide post-design services for the Destin Cross Town Connector project. AtkinsRéalis shall support the City with limited post design services and construction input required during the construction phase of the project, as detailed below.

TASK 1: Post Design Services

Post-design activities will be performed as requested by the City and may include the following:

- Shop drawings provided by the contractor will be reviewed for approval based on project construction specifications and design standards
- RFI Support – Requests for Information by the contractor will be reviewed and responses will be provided to ensure that the intent is met
- Field Visits & Meetings – AtkinsRéalis staff will attend field visits and client meetings, as requested by the City, and prepare meeting minutes. Three (3) site visit/meetings are anticipated.
- Review as-built plans
- Coordination with stakeholders as requested by the City
- Misc. minor plan revisions upon request by the City.

ATTACHMENT B

FEE SCHEDULE

AtkinsRéalis

Amendment 7 – Post Design Services

Proposed Labor Categories and Rates

The proposed rates below will be used for invoicing for post design during the bidding and construction phases of the project. Expenses will be invoiced at the actual amount incurred.

Labor Category	Proposed Billing Rate
Chief Engineer	$259.35
Project Manager	$210.21
Sr Engineer	$185.64
Engineer	$106.47
Designer	$131.04

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Destin Cross Town Connector
County:
FPN:
FAP No.:

Consultant Name: AtkinsRéalis
Consultant No.:
Date: 2/6/2025
Estimator: JBP

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer	Project Manager	Sr. Engineer	Engineer	Designer								SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$95.00	$77.00	$68.00	$39.00	$48.00										
3. Project Common and Project General Tasks	296	12	59	104	62	59	0	0	0	0	0	0	0	296	$18,005	$60.83
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	296	12	59	104	62	59	0	0	0	0	0	0	0	296		
Total Staff Cost		$1,140.00	$4,543.00	$7,072.00	$2,418.00	$2,832.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$18,005.00**	**$60.83**

Check = $18,005.00

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:					$18,005.00
OVERHEAD:		158%			$28,492.91
OPERATING MARGIN:		15%			$2,700.75
FCCM (Facilities Capital Cost Money):		0.195%			$35.11
EXPENSES:		3.00%			$540.15
Survey (Field - if by Prime)	0	4-person crew days @	$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					**$49,773.92**
Subconsultant: Enter Name Sub 1					$0.00
SUBTOTAL ESTIMATED FEE:					**$49,773.92**
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$49,773.92**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$49,773.92**

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (hereinafter referred to as the "Agreement") made and entered into this 19th day of October, 2020, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and ATKINS NORTH AMERICA, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional consulting engineering services; and

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 Consultant's General Services Provided

In accordance with the REVISED PROPOSAL dated June 4, 2020 to the Request for Proposals (RFP) NO. 14-02-PS, Roadway and Civil Engineering Design Services for the Cross Town Connector – Beach Drive to Benning Drive, 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 and the general public; right-of-way identification, appraisal and assistance in acquisition; 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, and the entirety of the Scope of Work as outlined in Section 2.2 of this Agreement (hereinafter referred to as "Consultant's Services").

2.2 Scope of Work

The Scope of work is created based on the last Atkins Progress Report submitted October 1, 2018, which is attached hereto as Exhibit "B".
The project shall include the redesign from the current four -lane road design to a two-lane road design within a 71' wide right-of-way in accordance with the policies and procedures outlined in the City's Land Development Code and the current FDOT policies, standards and specifications, including the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways, the Standard Specifications for Road and Bridge Construction and the book of FDOT Design Standards.
The Consultant shall develop the road alignment in compliance with the ***National Environmental Policy Act (NEPA).*** The standard used for document development and processing will be the ***Project Development and Environment (PD&E) Manual.***
The proposed alignment is approximately 0.3 mi. in length and development of the connector will require right-of-way acquisition.
Professional services shall have the following components:

- Redesign current plan to a two-lane road design within a 71' wide right-of-way
- Complete PD&E Study
- Environmental permitting
- NPDES & NWFWMD compliance
- Public Meeting support
- Finalize any outstanding Traffic Studies
- Plans for Sequence of Construction, Maintenance of Traffic and Transportation
- Preliminary Design Documents
- Final Design Documents and construction estimates
- Construction Documents
- Grant Assistance
- Right-of-Way & Easement Plats
- Assistance in right-of-way acquisition
- Bidding and Construction Services
- Complete Development Review processes
    a. The following applications will be needed as a part of this project:
        i. Major Development Order
        ii. Major Subdivision

2.3 Project Meetings and Documentation Deliverables

Project progress meetings will be required and shall be bi-weekly or monthly at the City's discretion. Project documentation shall be provided to the City outlined above shall be required.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 CONSULTANT shall be compensated in accordance with the Scope and Fee Proposal attached hereto as Exhibit "C".

3.2 All payments upon Agreement are contingent upon the CONSULTANT'S Services being acceptable to the CITY, which shall be determined by the CITY in its sole discretion, but shall not be unreasonably withheld. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.

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 Services.

ARTICLE 5
OWNERSHIP AND USE OF DOCUMENTS

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 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.

6.2 This Agreement may be terminated by either party for any reason or no reason whatsoever upon not less than sixty (60) days written notice.

6.3 The CITY may suspend an open task order upon not less than ten (10) days written notice.

6.4 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.

6.6 ***In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.***

ARTICLE 7
NOTICES

7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by certified 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

Lance Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

CONSULTANT

Matthew A. Taylor, P.E.
Atkins North America, Inc.
2114 Airport Blvd, Suite 1450,
Pensacola, FL 32504
(850) 236-8675

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 the statutory limits. 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, and Business Automobile 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 RFP number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "D" 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 of Destin's (including its employee's, elected officials, and any other person who may be entitled to such rights and immunities)rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.

ARTICLE 10
INDEMNIFICATION

10.1 CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the contract.

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.

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 The CONSULTANT'S Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services.

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 Venue and Choice of Law.. The exclusive venue for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in state courts of Okaloosa County, Florida and nowhere else. The parties intend that

this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida.

11.13 **JURY TRIAL WAIVER. CONSULTANT AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.**

11.14 In any dispute relating to this Agreement each party shall be responsible for its own respective attorney's fees and costs.

11.15 Notices. All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

11.16 Public records. If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, the CONSULTANT's duty to provide public records relating to this Agreement, the Consultant must contact the Custodian of Public Records, City Clerk, Rey Bailey, at (850) 837-4242, City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541

Contractor must comply with Florida Public Records Laws, Chapter 119, Florida Statutes. Specifically, CONTRACTOR must:

11.16.1 Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

11.16.2 Provide the public with access to public records on the same terms and conditions that the CITY 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.

11.16.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

11.16.4 Meet all requirements for retaining public records and transfer, at no cost, to the CITY 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 from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

11.17 This project and contract is subject to all applicable provisions for FDOT Local Agency Program Manual #525-010-300.

11.18 CONSULTANT shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of the City in a non-discriminatory environment. Consultant shall not discriminate on the basis of race, color, national origin, and sex in the award and performance of its contracts. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the Disadvantaged Business Enterprise Program Plan, Chapters **337** and **339**, Florida Statutes, and **Rule Chapter 14-78, Florida Administrative Code**.

11.19 This Agreement is binding on the parties, their successors and assigns.

11.20 PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ATKINS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

11.21 Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the Parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, excess construction costs, alternative construction means or methods, or losses of funding.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:

Lance Johnson
Its: City Manager

10-16-20
Date

CONSULTANT:

By: MATTHEW TAYLOR
Its: VICE PRESIDENT

10/14/2020
Date

Attest to Signature:

Rey Bailey
City Clerk

SEAL

Witness to Signature:

Charles S. Carswell
Print Name: CHARLES S. CARSWELL

Witness to Signature:

Print Name: LONIE BROWN

Approved as to Legal Form:

Kyle Bauman, City Attorney

EXHIBITS

A. Cross Town Connector revised SOW 6-4-2020
B. Destin Schedule July 2020
C. Destin Connector Scope Fee Redesign Reevaluation
D. Certificates of Insurance

EXHIBIT A

Cross Town Connector Revised Scope of Work 6/4/20

2.2 Scope of Work

The Scope of work is created based on the last Atkins Progress Report submitted October 1, 2018 (attached).

The project shall include the redesign from the current four -lane road design to a two-lane road design within a 71' wide right-of-way in accordance with the policies and procedures outlined in the City's Land Development Code and the current FDOT policies, standards and specifications, including the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways, the Standard Specifications for Road and Bridge Construction and the book of FDOT Design Standards.

The Consultant shall develop the road alignment in compliance with the ***National Environmental Policy Act (NEPA).*** The standard used for document development and processing will be the ***Project Development and Environment (PD&E) Manual.***

The proposed alignment is approximately 0.3 mi. in length and development of the connector will require right-of-way acquisition.

Professional Services shall have the following components:

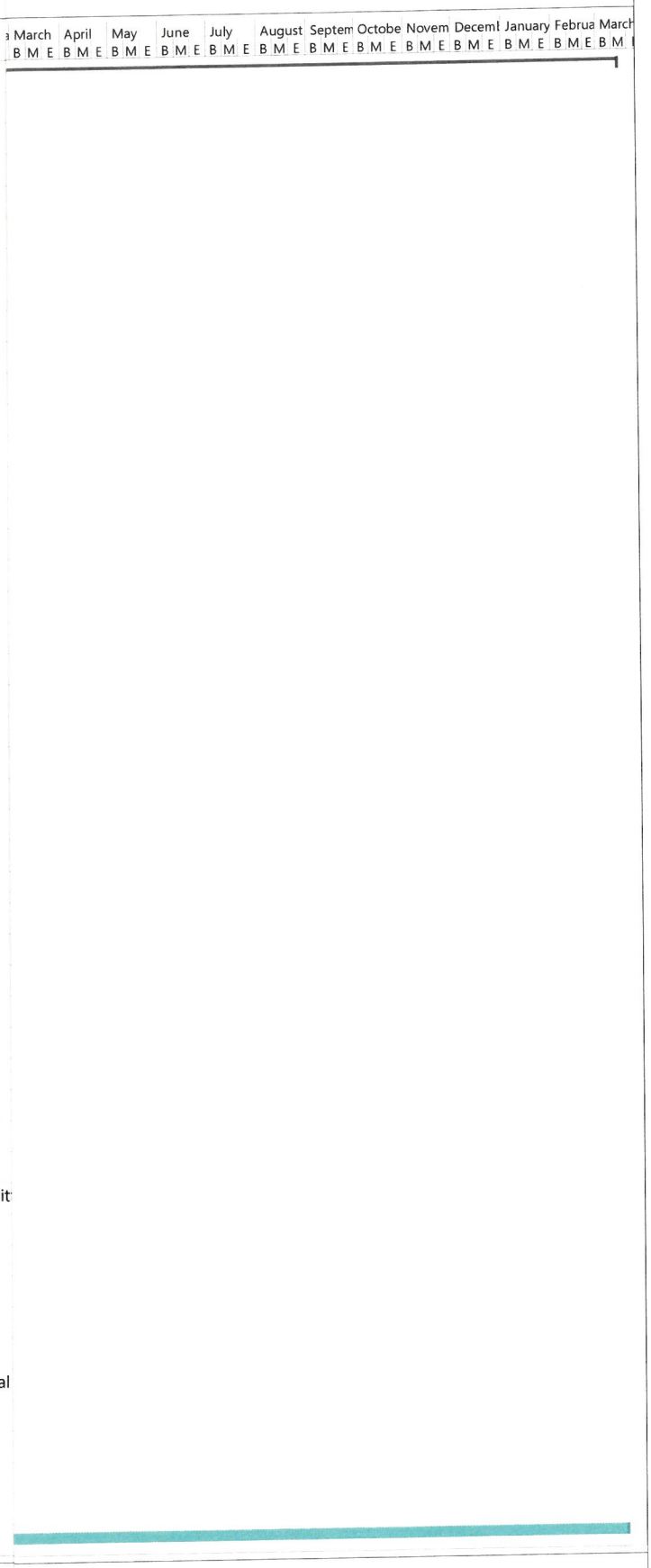
- Redesign current plan to a two-lane road design within a 71' wide right-of-way
- Complete PD&E Study
- Environmental permitting
- NPDES & NWFWMD compliance
- Public Meeting support
- Finalize any outstanding Traffic Studies
- Plans for Sequence of Construction, Maintenance of Traffic and Transportation
- Preliminary Design Documents
- Final Design Documents and construction estimates
- Construction Documents
- Grant Assistance
- Right-of-Way & Easement Plats
- Assistance in right-of-way acquisition
- Bidding and Construction Services
- Complete Development Review processes
    a. The following applications will be needed as a part of this project:
        i. Major Development Order
        ii. Major Subdivision

<u>Project Meetings and Documentation Deliverables</u>

Project progress meetings will be required and shall be bi-weekly or monthly at the City's discretion. Project documentation shall be provided to the City outlined above shall be required.

EXHIBIT B

ID	Task Name
1	**Overall Project Timeline**
2	City Council Approval
3	Contract Execution
4	Kickoff Meeting / Site Review
5	Meet with FDOT to Discuss Design and Re-Evaluation
6	**Surveying**
7	**Phase I (30%) Construction Plans**
8	Typical Section Analysis
9	Typical Section submittal to City
10	30% Construction Plan Development
11	Utility Coordination (Information Gathering)
12	30% Construction Plan Submittal (City & Utilities)
13	30% Construciton Plan Review by City
14	30% Construction Plans Approval
15	**Engineering Design Phase**
16	60% Construction Plan Development
17	60% Construction Plans / Utilities / Cost Estimate Submittal
18	City Review
19	Utility Meeting
20	Geotechnical Plan Review
21	Subsurface Utility Engineering
22	Permit Preparation
23	Permit Submittal to City
24	City Permit Review
25	Permit Submittal to NWFWMD
26	90% Construction Plan Development
27	90% Construction Plans / Utilities / Cost Estimate Submittal
28	City Review
29	Utility Meeting
30	Establish Right-of-Way Requirements
31	Submit Final Right-of-Way Requirements to City
32	City Review of Final Right-of-Way Requirements
33	Update Legal Descriptions & Sketches
34	Submit Legals & Sketches to City
35	Design / Re-Evaluation Public Meeting
36	100% Construction Plans Development
37	100% Construction Plan / Utilities / Bid Tab and Cost Estimate submit
38	City Review
39	Utility Coordination
40	Permit Agency Review (Time Depends on Impacts)
41	Receive Permit Approval
42	Final Construction Plan Development
43	Final Construction Specifications Bid Tab and Cost Estimate Submittal
44	**Design Re-Evaluation**
45	Re-Evaluation Traffic Study Review
46	Design Re-Evaluation Submittal to City/FDOT
47	Final Re-Evaluation Submittal to City/FDOT
48	**Right-of-Way Acquistion Process**



Project: Destin Schedule July 20
Date: Thu 7/23/20

Task — Summary
Split — Project Summary
Milestone — Inactive Task

EXHIBIT C

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
ROADWAY DESIGN SERVICES AND DESIGN CHANGE REEVALUATION

This Exhibit forms an integral part of the agreement between the City of Destin, Florida (hereinafter referred to as the CITY) and Atkins North America, Inc. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

Location:	***City of Destin, Okaloosa County, Florida***
Description:	***Destin Cross Town Connector, from Benning Drive to Beach Drive***

This Exhibit contains the requirements and provisions for conducting the work specified in this scope of services (Part I) and a description of the services to be provided for Roadway Design Services (Part II) and preparation of a Design Change Reevaluation (Part III).

PART I REQUIREMENTS AND PROVISION FOR WORK

1.0 GOVERNING REGULATIONS

The services performed by the CONSULTANT shall comply with all applicable CITY Manuals and Guidelines and FDOT's Manuals and Guidelines. These Manuals and Guidelines incorporate, by requirement or reference, all applicable State and Federal regulations. The current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy.

- Florida Statutes
- Florida Administrative Codes
- Applicable Federal Regulations, U.S. Codes and Technical Advisories
- Project Development and Environment Manual
- ETDM Planning and Programming Manual
- Sociocultural Effects Evaluation Handbook
- Public Involvement Handbook
- Florida Development Manual
- Interchange Handbook
- Design Standards
- Highway Capacity Manual
- Manual on Uniform Traffic Studies (MUTS)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook)
- Guide for the Development of Bicycle Facilities (AASHTO)
- Right-of-Way Mapping Handbook
- Right-of-Way Procedures Manual
- Location Survey Manual
- EFB User Handbook
- Drainage Manual
- FDOT's Stormwater Facilities Handbook
- Aerial Surveying Standards for Transportation
- Structures Manual
- CADD Manual
- CADD Production Criteria Handbook
- FDOT Quality/Level of Service Standards Handbook Software & Tables
- FDOT Standard K-Factor

- Project Traffic Forecasting Procedure
- FDOT Highway Landscape Guide
- Basis of Estimates Manual

2.0 PROJECT MANAGEMENT

2.1 Liaison Office

The CITY will designate a Project Manager who shall be the representative of the CITY for the Project. While it is expected the CONSULTANT shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the Project Manager.

2.2 Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified in the proposal by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by the CITY.

2.3 Meetings

The CONSULTANT shall attend a Notice to Proceed Meeting with CITY representatives, where relevant project information will be provided by the CITY, along with procedures for administering the contract. The CONSULTANT and staff shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the CITY. Such meetings and presentations may be held at any hour between 8:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

2.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CITY for their records within one (1) week of the receipt of said correspondence.

2.5 Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CITY / FDOT standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

Prior to submittal of the first invoice, the CONSULTANT shall submit to the CITY'S Project Manager for approval the proposed method or process of providing Quality Control for all work products. The Quality Control Plan shall identify the products to be reviewed, the personnel who will perform the reviews, and the method of documentation.

2.6 Submittals

The CONSULTANT shall provide electronic and hard copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

Engineering Items:	Copies:
Design Roadway Plan Sets (30%, 60%, 90% & Final)	3
Typical Section	3
Design Variations and Exceptions Package (if applicable)	3

Environmental Items:	Copies:
Design Change Reevaluation	3
Revised Conceptual Stage Relocation Plan	3
Revised Endangered Species Biological Assessment	3
Revised Cultural Resource Assessment	3

Upon completion of the study, the CONSULTANT shall deliver to the CITY, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

2.7 Coordination with Other CONSULTANTs and Entities

The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study.

The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right-of-way activities.

The CONSULTANT is to coordinate with any agencies and/or entities that require further coordination.

2.8 Optional Services

At the CITY's option, the CONSULTANT may be requested to provide additional services related to the scope of the project, which are not covered under this scope of services. The fee for these additional services shall be negotiated in accordance with the terms outlined in the CITY's contract with the CONSULTANT for a fair, competitive and reasonable cost, considering the scope and complexity of the task(s). A supplemental agreement for the additional services shall be executed in accordance with the CITY'S protocol.

3.0 ADMINISTRATIVE

3.1 Contract and Project Files

Project Management efforts for complete setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute SUB-CONSULTANT agreements etc. Progress reports shall be delivered to the CITY in a format as prescribed by the CITY and no less than 10 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines.

3.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with the CITY as needed throughout the life of the project. It is anticipated twelve (12) meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with the CITY.

4.0 METHOD OF COMPENSATION

Payment for the work accomplished will be in accordance with Exhibit B of this contract. The CITY's Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY. The project will be lump sum.

PART II - ROADWAY DESIGN SERVICES

1.0 PURPOSE

The purpose of this portion of the Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with CITY policy, procedures and requirements. These Contract documents will be used by the contractor to build the project and test the project components. These Contract documents will be used by the CITY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The revision of the existing design is to provide a two-lane roadway with a median within a 71-foot right-of-way to connect Azalea Drive (at Benning Drive) with Legion Drive (at Beach Drive) and develop new intersections at each project terminus.

The Scope of Services establishes which items are specifically prescribed to accomplish the work included in this contract, and also indicates which items of work will be the responsibility of the CONSULTANT and/or the CITY.

The CITY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The CITY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The CITY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2.0 ROADWAY DESIGN SCOPE OF SERVICES

2.1 Survey

Southeastern Surveying will update the original survey which will include the following:

1. Recover/re-establish horizontal control in State Plane Coordinates.
2. Recover/re-establish vertical control points including setting benchmarks.
3. Recover/re-establish alignment.
4. Provide digital terrain model.
5. Locate utilities as marked by utilities

2.2 Subsurface Utility Engineering (SUE)

Due to the significant number of underground utilities on and adjacent to the proposed intersections at Benning Drive and Beach Drive, Atkins SUB-CONSULTANT, Southeastern Surveying, will provide limited ASCE Quality Level "A" Locating using Non-Destructive Vacuum Excavations to verify the vertical and horizontal (VVH) location of subsurface utilities at selected potential conflict areas (approved by the City of Destin) within the limits of the projects. Three (3) days of SUE is estimated which will supplement the information already obtained.

2.3 Geotechnical

Tierra will review the revised plans and original geotechnical reports for the project to verify adequate data collection/coverage and that the recommendations rendered previously remain applicable. No additional field/lab test data is included in this proposal.

2.4 Traffic Analysis Update

CONSULTANT shall review and update the previous traffic analysis study. This effort includes generating an updated traffic growth rate from the regional model, comparison to FDOT traffic planning capacity thresholds, update turning movements for base and design year, determine if recommended intersection improvements work at acceptable LOS or need modification, and document the analysis and results.

If revised intersection controls are needed, HCS analysis will be conducted as part of a revised operational analysis. The operational analysis of revised intersection controls will be documented. The use of SIDRA for intersection analysis is not proposed and would be an extra cost, if required. No traffic counts will be taken because of variability in traffic due to Covid-19 virus.

2.5 Engineering Design/Analysis

The CONSULTANT shall use the approved concepts from the PD&E Study (Part III) as a basis for the design unless otherwise directed by the CITY. The proposed alignment is approximately 0.3 miles in length and will require right-of-way acquisition.

Roadway Design - The roadway design will include the horizontal and vertical roadway geometry, pavement design, establishing roadway right of way, and further development of the roadway typical sections as per the typical sections selected and approved in the Part III Design Change Reevaluation.

Design will include traffic control analysis necessary to construct the new roadway and intersection improvements at Benning Drive and a round-a-bout intersection improvement at Beach Drive.

CONSULTANT will prepare a detailed breakout of quantities for unit cost bidding and prepare cost estimates to accompany the 60% and 100% construction plans.

Roadway horizontal and vertical design calculations, design criteria, and traffic control analysis will be included in the Final Design Report.

Structural Design - Only structural light pole foundation analysis will be included for this project. If other structural design and analysis is required, those services will be negotiated with the City as an additional service.

Drainage Design - The CONSULTANT will design the proposed drainage system for the roadway improvements within the project limits. The drainage design will include a closed stormwater system, side drains, culverts, and stormwater ponds at locations developed and selected during the original design. It is anticipated that two stormwater ponds will be required. The stormwater ponds treat and attenuate the roadway runoff per City and NWFWMD design standards. Temporary drainage measures may be required during construction of the proposed round-a-bout to ensure positive stormwater runoff at the intersection locations. The detailed drainage analysis and calculations will be included in a Drainage Documentation Report.

Landscape Architecture Design - The CONSULTANT will provide appropriate landscape and hardscape design consistent with City of Destin landscape and hardscape design guidelines. The CONSULTANT will coordinate landscape and hardscape plans with existing and/or proposed underground utilities. Irrigation design requirements will be provided through a performance specification in the plans.

Lighting Design - Bagwell Engineering, Inc. will furnish the required electrical design (drawings and specifications) for the work to be performed for the new City of Destin Cross Town Connector, which shall include installation of new LED lighting along the connector to include lighting of the roadway and sidewalk areas. Lighting shall be designed in accordance with the City of Destin requirements and design guidelines. Photometric analysis shall be performed to ensure lighting is in accordance with recommended levels. Structural foundation analysis will be performed on light pole configurations in order to meet local codes. Electrical distribution will be designed to operate all the lighting along the new connector.

Signing and Pavement Marking Design - The CONSULTANT will prepare Signing and Pavement Markings analysis for the roadway. Special striping and signage needed for the round-a-about design at the Beach Drive intersection will also be evaluated. This task will include field reviews of existing signage, remove conflicting signs, and prepare signing and pavement marking plans as part of the construction documentation.

Utilities – The CONSULTANT will coordinate with all utility companies within the project limits to ensure that necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with CITY personnel to coordinate transmittals to Utility Companies and meet production schedules. The CONSULTANT shall ensure City standards, policies, procedures, practices, and design criteria are followed concerning utility coordination. For each design phase the CONSULTANT shall review existing utilities within the project limits and determine if there are any potential impacts with drainage and roadway improvements. The CONSULTANT shall coordinate and attend utility coordination meetings to explain the proposed design and resolve potential utility conflicts.

2.6 Construction Documents

For each design phase, the CONSULTANT will prepare three sets of 11" x 17" construction plans for the project. The plans shall include a key sheet, roadway typical sections, general notes, project layout, plan-profile, drainage structures, roadway cross sections, stormwater pond plan and cross sections, stormwater pond cross sections, signing and pavement markings, landscape and hardscape plans, lighting plans, and other miscellaneous sheets as required. The construction plans shall be submitted at 30%, 60%, 90% and Final plans. Utility plans sets will also be submitted to each impacted utility owner prior to each utility coordination meeting. A construction cost estimate will be prepared for each design phase submittal. A review meeting in conjunction with a regularly scheduled monthly meeting with the City of Destin will be held after each submittal to discuss the construction plans and cost estimate.

2.7 Signing and Pavement Marking Plans

For each design phase, the CONSULTANT will prepare Signing and Pavement Markings for the roadway. Special striping and signage needed for the round-a-bout design at the Beach Drive intersection will also be included. This task will include field reviews of existing signage, remove conflicting signs, and prepare signing and pavement marking plans as part of the construction documentation.

2.8 Permitting (Stormwater & Development Review Process)

The CONSULTANT shall complete the Development Review Process including completion of the Major Development Order and Major Subdivision.

The proposed roadway improvements will require stormwater permits. The stormwater ponds will be designed to treat and attenuate the stormwater runoff based on the City and Northwest Florida Water Management District (NWFWMD) regulations. The CONSULTANT shall attend pre-application meeting with the NWFWMD. An Environmental Resource Permit will be prepared and submitted to the NWFWMD. The CONSULTANT will respond to all stormwater permitting comments during the permitting process. The CITY will pay all permit fees.

2.9 Public Involvement

The CONSULTANT will update the original Community Awareness Plan at the start of the design phase of the project. Only one design phase public meeting is anticipated. The CITY will decide the appropriate design phase in which to conduct the Design public meeting. The meeting is anticipated to occur after the 90% construction plans have been produced and reviewed by the City.

The CONSULTANT shall provide all support necessary for the CITY to hold the Design public meeting/Re-evaluation at the same location. The CONSULTANT shall prepare all public notification materials (Legal and/or Display advertisements, letters to elected and appointed officials, interested parties, and the public); meeting materials (including agenda, sign-in sheets, comment sheets, project brochure, etc.); presentation graphics; and power point presentation, if required. The CITY will review and approve all notification and meeting materials. CONSULTANT shall be responsible for the distribution of public notification materials (including publication and mailing costs), meeting equipment set-up and tear-down, preparation of a meeting summary, and preparation of responses to comments.

2.10 Design Change Re-evaluation

A Design Change Re-evaluation will be prepared consistent with Part 1, Chapter 13 of the FDOT PD&E Manual to verify that the project design changes do not impact the validity of the Project Environmental Impact Report prepared for this project. The scope of services for the preparation of a Design Change Re-evaluation is provided below as Phase III Design Change Re-evaluation.

2.11 Bidding

The CONSULTANT will coordinate with CITY Purchasing and Engineering regarding provisions of the contract documents including a bid tabulation sheet for bid purchases to assure that the contract front-end documents are the latest and complete. CONSULTANT will attend the pre–bid meetings during this phase. Additionally, the CONSULTANT will respond to contractor-initiated requests for information during the bidding phase. These requests and responses will be coordinated through City Engineering and any necessary Addenda will be coordinated with Purchasing. CONSULTANT will attend the bid opening. This task also includes bid tabulations, bid reviews and recommendation of award, as required.

2.12 Grant Assistance

The CONSULTANT shall provide limited grant assistance to the CITY.

3.0 ADDITIONAL SERVICES

Services authorized by the City other than those specifically listed above shall be considered additional services and the CONSULTANT shall be compensated as described in the Fee Summary. Additional services may include, but are not limited to the following:

1. Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to circumstances beyond the control of the CONSULTANT.

2. Once the revised right-of-way requirements for the project are approved by the City, real estate acquisition services will be added through a supplemental agreement when the exact extent of the required services is known.

3. Full-time or part-time Construction Engineering and Inspection Services for the project while under construction. Once the construction plans, permits and right-of-way acquisition is complete, a supplemental agreement will be executed to handle full-time or part-time Construction Engineering and Inspection Services for the project if desired by the City.

4. Limited Construction Administration for the project while under construction. Once the construction plans, permits and right-of-way acquisition is complete, a supplemental agreement will be executed to handle limited construction administration for the project if desired by the City.

5. As-built record drawings and/or as-built surveys

6. Providing services of professional CONSULTANTs (real estate acquisition agents, environmental professionals for unknown contamination assessments, etc.) other than as is specifically provided for under this scope of services.

7. Preparing supporting data and other services in connection with agency approvals if extensive studies and/or analysis are required beyond that which is incidental to this scope of services.

8. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.

9. Providing extensive assistance or preparation of additional documentation required for legal transactions, including sale of property or preparation of lease agreements.

4.0 CLIENT RESPONSIBILITIES

1. Designate in writing a person to act as the City representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and make decisions.

2. The City shall pay all filing and permit fees.

PART III - DESIGN CHANGE REEVALUATION

1.0 PURPOSE

The purpose of this portion of the Exhibit is to describe the scope of work in connection with the evaluation of design changes to the proposed transportation facility and preparation of a Design Change Reevaluation to document that conclusions of the original Project Environmental Impact Report remain valid.

The proposed work shall follow the FDOT's most recent version of the publication titled *Project Development and Environment Manual* (PD&E). Throughout this Scope of Services portion of this CONSULTANT Contract, the publication will be referred to as the "PD&E Manual". All tasks associated with the preparation of a Design Change Reevaluation will be done in accordance with Part 1, Chapter 13 of FDOT's PD&E Manual, unless otherwise stated. Project documentation prepared in accordance with the PD&E Manual will be in compliance with all applicable State laws and regulations.

2.0 OBJECTIVE

The CONSULTANT is to evaluate the impacts of design changes for the proposed project on the environment, impacts to the project that may result from changes in applicable requirements, and changes to commitments or mitigation measures as a result of the change in typical section for the Destin Cross Town Connector from Benning Drive to Beach Drive, in Destin, Florida. Documentation of the impacts of the design changes and the project's continued compliance with the National Environmental Policy Act (NEPA) will be done in accordance with the Part I, Chapter 13 of the FDOT PD&E Manual (2020).

The revision of the existing design is to provide a two-lane roadway with a median within a 71-foot right-of-way to connect Azalea Drive (at Benning Drive) with Legion Drive (at Beach Drive) and develop new intersections at each project terminus (the scope of services for these design changes are addressed in Phase II of this document). The impacts of these design changes are expected to minimize the project impacts to the natural, physical, and social environments.

3.0 RE-EVALUATION SCOPE OF WORK

In addition to evaluating and documenting the design change impacts to the environment, the CONSULTANT shall determine if there have been any changes in requirements or regulations that affect the project and assess the effect changes in law or regulations would have on the project or the environment, including the need for agency coordination and mitigation, and shall document the effect of the changes in the Design Change Re-evaluation.

The Design Change Re-evaluation will be prepared in the format provided by FDOT for re-evaluations of FDOT sponsored projects and will include the following topics: general information related to the project; description of the project; identification of any changes in law or regulations pertinent to the project; description of engineering design changes; summary of public involvement; documentation of planning consistency; analysis of cultural resource, social, natural, or physical environment impacts; identification of any changes in commitments, including new commitments or completion of commitments; and status of permits. Documentation supporting the findings will be attached to the Re-evaluation Form or included in the project file.

3.1 Planning Consistency

The CONSULTANT shall verify and document the project's planning consistency in the Design Change Re-evaluation.

3.2 Public Involvement

The CONSULTANT shall summarize the public involvement activities that have occurred since approval of the Project Environmental Impact Report (PEIR) in the Design Change Re-evaluation.

3.3 Changes in Law or Regulations

The CONSULTANT shall review and evaluate the latest design criteria and standards and regulatory laws or regulations for changes related to the proposed project. Changes that affect the project design or the project's impact on the environment will be evaluated and, if required coordination with regulatory agencies will be conducted. The impacts of the project resulting from changes in law or regulations, including, if required, the results of agency coordination, will be documented in the Design Change Re-evaluation.

3.4 Design Changes

The CONSULTANT will describe the design changes that have occurred since the completion of the Project Environmental Impact Report and adoption of a preferred alternative. This will include any changes to the typical section and roadway geometric and horizontal alignment and drainage design. The basis for the design changes and the continued ability of the project to meet purpose and need will be described in the Design Change Re-evaluation.

Utilities
Any changes in utility impacts will be documented in the Design Change Re-evaluation.

Access Management
Any change in Access Management will be documented in the Design Change Re-evaluation

Drainage
Changes in stormwater treatment requirements and the size of the proposed detention and/or retention facilities for storm water treatment or attenuation will be addressed in the Design Change Re-evaluation.

Typical Section Package
The CONSULTANT will revise the Typical Section Package in accordance with the FDOT'S FDM Manual (excluding pavement design) and document the changes in the typical section in the Design Change Re-evaluation.

Design Exceptions and Variations
The CONSULTANT will identify exception and variations for approval in accordance with the FDOT'S Design Manual where applicable.

The CONSULTANT will prepare exception and variations package(s) for approval in accordance with the FDOT's Design Manual, where applicable.

3.5 Environmental Impacts

The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for this project as outlined in Part 1, Chapter 13 of the PD&E Manual and the following references.

Database information shall be compatible for use on base maps for reports, analysis of impacts, and for public presentations.

The level of effort for the following work activities shall be commensurate with the level of involvement with the environmental issues covered in this section.

Social Environment

The CONSULTANT shall evaluate and document any change in impacts to the following social features: land use, social environment, economic environment, mobility, aesthetics (Part 2, Chapter 5 of the PD&E Manual), prime and unique farmlands (Part 2, Chapter 6 of the PD&E Manual), and right-of-way acquisition and relocations in accordance with Part 2, Chapter 9 of the PD&E Manual. Changes in project impacts to these features shall be documented in the Design Change Re-evaluation.

Cultural Resources

The CONSULTANT shall evaluate and document any change in impacts to archaeological and/or historical resources, and/or to recreation and park resources.

Archaeological and Historic Resources

The CONSULTANT shall determine whether there have been any changes in cultural resources eligible for or included on the National Register of Historic Places (NRHP) and whether the proposed design changes would impact resources not originally assessed.

The archaeological Area of Potential Effect was previously surveyed in 2009 and 2015, therefore, no additional archaeological field survey is anticipated. It is expected that field survey will be required to identify the characteristics of three unrecorded potential historical resources, and the preparation and submittal of updates of Florida Master Site File (FMSF) forms for each potential historical resource to the State Historic Preservation Officer (SHPO) for a determination of eligibility to the included on the NRHP.

The project changes will be evaluated for potential impacts to eligible cultural resources. Preparation of an addendum to the original Cultural Resources Survey Assessment (CRAS) Report will discuss the background research, methodology employed, results and conclusions. The CRAS Addendum will be coordinated with the SHPO in accordance with Part 2, Chapter 8 of the PD&E Manual, and the FDOT'S Cultural Resource Management Handbook. In addition, any impacts to cultural resources from the project changes and the coordination with SHPO will be documented in the design change re-evaluation

All work shall be conducted by a professional qualified under the provisions of 36 CFR 61, and be done in compliance with the National Historic Preservation Act of 1966 (Public Law 89-665, as amended) and the implementing regulations (36 CFR 800) as well as with the provisions contained in Chapter 267, Florida Statutes.

Recreation and Parks

The CONSULTANT shall evaluate and document any change in impacts to parks and recreation resources or to lands purchased under Section 6(f) of the Land and Water Conservation Fund in the Design Change Re-evaluation.

Natural Resources

The CONSULTANT shall evaluate and document any change in impacts to the following natural environment features, as appropriate: wetlands (Part 2, Chapter 9 of the PD&E Manual); water quality (Part 2, Chapter 11 of the PD&E Manual); special designations (Part 2, Chapters 11, 12, and 15 of the PD&E Manual); wildlife and habitat (Part 2, Chapter 16 of the PD&E Manual); essential fish habitat (Part 2, Chapter 17 of the PD&E Manual); and floodplains (Part 2, Chapter 13 of the PD&E Manual).

Physical Environment
The CONSULTANT shall evaluate and document any change in impacts to the following physical environment features, as appropriate: traffic noise (Part 2, Chapter 18 of the PD&E Manual); air quality (Part 2, Chapter 19 of the PD&E Manual); contamination (Part 2, Chapter 20 of the PD&E Manual); and utilities (Part 2, Chapter 21 of the PD&E Manual).

Traffic Noise
The CONSULTANT shall provide a status update of traffic noise effects.

Contamination Screening Evaluation
The CONSULTANT shall perform the necessary analysis to update the status of contamination assessment sites rated "high" or "medium" and document any changes in involvement with potential contamination sites in the Design Change Re-evaluation.

Status of Commitments
The CONSULTANT shall document the status of commitments in the Design Change Re-evaluation.

Status of Permits
The CONSULTANT shall document the status of permit acquisition in the Design Change Re-evaluation.

4.0 ENVIRONMENTAL REPORT

The CONSULTANT shall prepare a Design Change Re-evaluation consistent with the procedures listed in the PD&E Manual, Part 1, Chapter 13. The task of documentation includes the preparation of draft reports prepared by the CONSULTANT for review and comment upon by the CITY prior to producing final documents.

4.1 Design Change Reevaluation

A Design Change Reevaluation will be prepared consistent with Part 1, Chapter 13 of the FDOT PD&E Manual. The purpose of preparing the Design Change Reevaluation is to preserve the City's ability to request state or federal funds in the future by documenting the CITY's compliance with NEPA and the PD&E Manual in the development of this project.

For State sponsored projects, **the Design Change Reevaluation is reviewed and approved by the FDOT Office of Environmental Management; however, since FDOT did not** sign **the previous Environmental Impact Report, it is anticipated that FDOT will not** sign **the Design Change Reevaluation.** The project schedule will allow for review and comment by FDOT, including any revisions required to address FDOT comments.

4.2 Quality Assurance / Quality Control

The CONSULTANT shall perform Quality Assurance/Quality Control reviews on all applicable Environmental tasks and deliverables.

EXHIBIT B

Re-Design Manhour and Fee Estimate

Name of Consultant

Project Information Sheet

Financial Project Identification Number: N/A **Federal Aid Project Identification Number:** N/A

Name of Prime / Subconsultant: Atkins **County:** Okaloosa

Project Description: Destin Connector from Beach Dr to Bennington Dr Redesign

Begin Milepost: _____ **End Milepost:** _____ **Project Length:** 0.31 **Miles**

Number of Lanes: 2 **Typical Section:** Urban (Urban / Rural / Int.:) **Lane Configuration:** Divided (Divided / Undivided)

Project Type: Minor (Minor / Major) **Access Management Classification:** _____ **Roadway Classification:** Off Sys. (NHS/FIHS/Off Sys.):

CAP Level: 1 **TCP Level:** II **Survey Level:** _____

Design Variations:

1. _____
2. _____
3. _____
4. _____
5. _____

Design Exceptions:

1. _____
2. _____
3. _____
4. _____
5. _____

Proposed Design Contract Time: 14 months/days

Project Preliminary Design Specifics:

Roadway	Plan with Separate Profiles	**<===Roadway Plan Type (Plan/Profile, Plan Only, etc.)**
Drainage	73	**<===Number of Drainage Structures**
Utility Coordination	Y	**<===Number of Effected Utilities**
Structures - Bridges	N	**<=== Bridge Structures? (Y/N, number)**
Structures - Retaining Walls	N	**<=== Retaining Walls? (Y/N, number)**
Structures - Misc. Structures	Y	**<=== Miscellaneous Structures? (Y/N, number)**
Permits	Y	**<===Permits Required (WMD, ACOE, Local Permits, etc.)**
Signing and Pavement Marking	Y	**<===Signing & Pavement Marking Plans Required? (Y / N)**
Signalization Intersections	N	**<===Number of Intersections Requiring Signals:**
Non-Signalized Intersections	Y	**<===Number of Non-Signalized Intersections**
Traffic Control	Y	**<===Number of phases requiring detailed phase drawings**
Landscaping	Y	**<===Landscaping Plans Required? (Y / N)**
Right of Way	Y	**<===Right Of Way Plans Required? (Y / N)**
Lighting	Y	**<===Lighting Plans Required? (Y / N)**
Architecture	N	**<===Architectural Plans Required? (Y / N)**
Geotech	N	**<===Geotechnical Consultant Services Required? (Y / N)**
Survey	Y	**<===Survey Consultant Services Required? (Y / N)**
JPAs	N	**<===JPAs Prepared by Consultant? (Y / N, if so how many?)**
Mitigation Plan	N	**<===Mitigation Plans Required? (Y / N)**
Noise Barriers	N	**<===Noise Walls Plans Required? (Y / N)**
Specifications Package	Y	**<===Specifications Package to be Prepared by Consultant? (Y / N)**

Project Staff Hour Summary

Name of Consultant: Atkins

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Activity No.	Activity	Project Staff Hours													
		Atkins	Southeastern	Bagwell	Tierra	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
3	Project Common and General Tasks	218													218
4	Roadway Analysis	333													333
5	Roadway Plans	696													696
6	Drainage Analysis	402													402
7	Utilities	68													68
8	Env. Permits, Compliance & Clearances	61													61
9	Structures - Summary, Misc. Tasks, Dwgs.	0													0
10	BDR	0													0
11	Temporary Bridge	0													0
12	Short Span Concrete Bridge	0													0
13	Medium Span Concrete Bridge	0													0
14	Structural Steel Bridge	0													0
15	Segmental Concrete Bridge	0													0
16	Movable Span	0													0
17	Retaining Walls	0													0
18	Miscellaneous Structures	0													0
19	Signing & Pavement Marking Analysis	29													29
20	Signing & Pavement Marking Plans	91													91
21	Signalization Analysis	0													0
22	Signalization Plans	0													0
23	Lighting Analysis	0													0
24	Lighting Plans	0													0
25	Landscape Architecture Analysis	92													92
26	Landscape Architecture Plans	155													155
27	Survey - Field and Office Support	0													0
28	Photogrammetry	0													0
29	Mapping	0													0
30	Terrestrial Mobile LiDAR	0													0
31	Architecture Development	0													0
32	Noise Barriers Impact Design Assessment	0													0
33	ITS Analysis	0													0
34	ITS Plans	0													0
35	Geotechnical	0													0
	Project Total	**2,145**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2,145**
27	Survey Field Crew Days	0													0

Notes: 1. Staff hours for prime consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: N/A

Project Name: Destin Connector from Beach Dr to Bennington Dr Redesign

FAP Number: N/A

Date: 7/9/2020

Name of Consultant: Atkins

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total Hours	Project Manager Hours	Sr. Planner/ Sr. Scientist Hours	Sr. Engineer Hours	Sr. Landscape Architect Hours	Project Engineer Hours	Engineer Intern Hours	Env. Specialist Hours	Sr. Designer Hours	Inspector Hours	Secretary / Clerical Hours	Staff Classification 11 Hours	Staff Classification 12 Hours			PERCENT
3. Project General and Project Common Tasks	218	11	0	65	0	48	44	0	33	0	17	0	0	218	240	
4. Roadway Analysis	333	20	0	67	0	83	73	0	83	0	7	0	0	333	366	
5. Roadway Plans	696	35	0	139	0	167	167	0	174	0	14	0	0	696	766	
6. Drainage Analysis	402	24	0	88	0	101	129	0	60	0	0	0	0	402	442	
7. Utilities	68	4	0	17	0	15	17	0	15	0	0	0	0	68	75	
8. Environmental Permits, Compliance & Clearances	61	3	6	9	0	10	12	9	9	0	3	0	0	61	67	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
19. Signing & Pavement Marking Analysis	29	1	0	6	0	7	7	0	7	0	1	0	0	29	32	
20. Signing & Pavement Marking Plans	91	5	0	18	0	24	20	0	24	0	0	0	0	91	100	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
25. Landscape Architecture Analysis	92	5	0	0	37	6	7	0	37	0	0	0	0	92	101	
26. Landscape Architecture Plans	155	8	0	0	62	9	14	0	62	0	0	0	0	155	171	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	2,145	116	6	409	99	470	490	9	504	0	42	0	0	**2,145**	**2,360**	
														FIRM TOTAL	**2,145**	**2,360**

Field Survey Estimate:
0 4-man crew days

Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 62 to 94 of this sheet.
3. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.
4. Formulas under "Total Staff Hours Range" (columns P &Q) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: N/A

FAP Number: N/A

Project Name: Destin Connector from Beach Dr to Bennington Dr Redesign

Date: 7/9/2020

Name of Consultant: Atkins

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Inspector	Secretary / Clerical	Staff Classification 11	Staff Classification 12	Total
3. Project General and Project Common Tasks	218	5.0%	0.0%	30.0%	0.0%	22.0%	20.0%	0.0%	15.0%	0.0%	8.0%	0.0%	0.0%	100.00%
4. Roadway Analysis	333	6.0%	0.0%	20.0%	0.0%	25.0%	22.0%	0.0%	25.0%	0.0%	2.0%	0.0%	0.0%	100.00%
5. Roadway Plans	696	5.0%	0.0%	20.0%	0.0%	24.0%	24.0%	0.0%	25.0%	0.0%	2.0%	0.0%	0.0%	100.00%
6. Drainage Analysis	402	6.0%	0.0%	22.0%	0.0%	25.0%	32.0%	0.0%	15.0%	0.0%	0.0%	0.0%	0.0%	100.00%
7. Utilities	68	6.0%	0.0%	25.0%	0.0%	22.0%	25.0%	0.0%	22.0%	0.0%	0.0%	0.0%	0.0%	100.00%
8. Environmental Permits, Compliance & Clearances	61	5.0%	10.0%	15.0%	0.0%	16.0%	20.0%	15.0%	14.0%	0.0%	5.0%	0.0%	0.0%	100.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
10. Structures - Bridge Development Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
14. Structures - Structural Steel Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
18. Structures - Miscellaneous	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
19. Signing & Pavement Marking Analysis	29	5.0%	0.0%	20.0%	0.0%	24.0%	24.0%	0.0%	25.0%	0.0%	2.0%	0.0%	0.0%	100.00%
20. Signing & Pavement Marking Plans	91	6.0%	0.0%	20.0%	0.0%	26.0%	22.0%	0.0%	26.0%	0.0%	0.0%	0.0%	0.0%	100.00%
21. Signalization Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
22. Signalization Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
23. Lighting Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
24. Lighting Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
25. Landscape Architecture Analysis	92	5.0%	0.0%	0.0%	40.0%	7.0%	8.0%	0.0%	40.0%	0.0%	0.0%	0.0%	0.0%	100.00%
26. Landscape Architecture Plans	155	5.0%	0.0%	0.0%	40.0%	6.0%	9.0%	0.0%	40.0%	0.0%	0.0%	0.0%	0.0%	100.00%
27. Survey (Field & Office Support)	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Destin Connector from Beach Dr to Bennington Dr Redesign
County: Okaloosa
FPN: N/A
FAP No.: N/A

Consultant Name: Atkins
Consultant No.: enter consultants proj. number
Date: 7/9/2020
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Inspector	Secretary / Clerical	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$69.97	$46.34	$51.31	$52.03	$42.75	$27.29	$32.21	$39.13	$22.04	$19.90	$0.00	$0.00			
3. Project General and Project Common Tasks	218	11	0	65	0	48	44	0	33	0	17	0	0	218	$8,987	$41.23
4. Roadway Analysis	333	20	0	67	0	83	73	0	83	0	7	0	0	333	$13,765	$41.34
5. Roadway Plans	696	35	0	139	0	167	167	0	174	0	14	0	0	696	$28,365	$40.75
6. Drainage Analysis	402	24	0	88	0	101	129	0	60	0	0	0	0	402	$16,381	$40.75
7. Utilities	68	4	0	17	0	15	17	0	15	0	0	0	0	68	$2,844	$41.83
8. Environmental Permits, Compliance & Clearances	61	3	6	9	0	10	12	9	9	0	3	0	0	61	$2,406	$39.45
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	29	1	0	6	0	7	7	0	7	0	1	0	0	29	$1,162	$40.07
20. Signing & Pavement Marking Plans	91	5	0	18	0	24	20	0	24	0	0	0	0	91	$3,784	$41.59
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	92	5	0	0	37	6	7	0	37	0	0	0	0	92	$4,170	$45.33
26. Landscape Architecture Plans	155	8	0	0	62	9	14	0	62	0	0	0	0	155	$6,978	$45.02
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	2,145	116	6	409	99	470	490	9	504	0	42	0	0	2,145		
Total Staff Cost		$8,116.52	$278.04	$20,985.79	$5,150.97	$20,092.50	$13,372.10	$289.89	$19,721.52	$0.00	$835.80	$0.00	$0.00		**$88,843.13**	**$41.42**

Check = $88,843.13

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:				$88,843.13
OVERHEAD:	158.25%			$140,594.25
OPERATING MARGIN:	15.00%			$13,326.47
FCCM (Facilities Capital Cost Money):	0.19500%			$173.24
EXPENSES:	14.88%			$13,219.86
Survey (Field - if by Prime)	0	4-man crew days @	$ -	/ day $0.00
SUBTOTAL ESTIMATED FEE:				**$256,156.95**
Subconsultant: Southeastern				$23,804.00
Subconsultant: Bagwell				$15,500.00
Subconsultant: Tierra				$2,000.00
Subconsultant: Sub 4				$0.00
Subconsultant: Sub 5				$0.00
Subconsultant: Sub 6				$0.00
Subconsultant: Sub 7				$0.00
Subconsultant: Sub 8				$0.00
Subconsultant: Sub 9				$0.00
Subconsultant: Sub 10				$0.00
Subconsultant: Sub 11				$0.00
Subconsultant: Sub 12				$0.00
SUBTOTAL ESTIMATED FEE:				**$297,260.95**
Geotechnical Field and Lab Testing				$0.00
SUBTOTAL ESTIMATED FEE:				**$297,260.95**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$297,260.95**

Project Activity 3: General Tasks

Estimator: John Fielding

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	Included in Reevaluaiton effort
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	Assume one meeting in conjuction with Reevaluation at 90% plans. Preparations included in reevaluation effort
3.1.10	Public Meeting Attendance/Followup	LS	1	18	18	3 design staff * 6 hours (attendance, travel, preparation)
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					18	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	32	32	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	64	64	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	To be negoiated at a later date.
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	104	104	Major Subdivison Application/ Major/Minor Development Application (40 Hours) Grant Assistance (40 Hours), Biding Assistance (24 hours)
3. Project Common and Project General Tasks Total					**218**	

3.6 - List of Project Manager Meetings

Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	4	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	12	4	48	With City of Destin
Phase Reviews	EA	2	4	8	With City of Destin - PM time only
Field Reviews	EA	2	4	8	Project Manager * 4 hours each
Total Project Manager Meetings		16		64	

Project Activity 4: Roadway Analysis

Estimator: John Fielding

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	Update on plans - Non-FDOT job. Formal TSP not required.
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	0	0	No pavement design change
4.4	Cross-Slope Correction	LS	1	0	0	
4.5.1	Horizontal /Vertical Master Design Files	LS	1	40	40	Revise horizontal and vertical design files
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	1	0	0	
4.6	Access Management	LS	1	16	16	Reworking existing road connections to private property.
4.7	Cross Section Design Files	LS	1	40	40	Xsections @ 50ft with detailed tie-ins
4.8	Traffic Control Analysis	LS	1	28	28	Revise Typical sections and detail layouts.
4.9	Master TCP Design Files	LS	1	32	32	TCP design of intersection and reconnections, detour signage, etc.
4.10	Design Variations and Exceptions	LS	1	0	0	None anticipated for roadway.
4.11	Design Report	LS	1	16	16	Update design criteria.
4.12	Quantities	LS	1	40	40	Update all quantities
4.13	Cost Estimate	LS	1	24	24	Cost tracking estimates at three major phases of completion - 60% & 90%, & Final
4.14	Technical Special Provisions	LS	1	0	0	None anticipated for roadway.
4.15	Other Roadway Analysis	LS	1	0	0	
Roadway Analysis Technical Subtotal					**236**	
4.16	Field Reviews	LS	1	16	16	16 hrs for field reviews of corridor (4 hrs / person, 2 people, 2 reviews)
4.17	Technical Meetings	LS	1	52	52	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	12	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	3%	7	
	Roadway Analysis Nontechnical Subtotal				**87**	
4.21	Coordination	LS	%	3%	10	
	4. Roadway Analysis Total				**333**	

Technical Meetings

Typical Section	EA	1	4	4	
Pavement	EA	1	0	0	
Access Management	EA	1	0	0	
15% Line and Grade	EA	1	0	0	
Driveways	EA	1	0	0	
Local Governments (cities, counties, MPO)	EA	1	0	0	
Work Zone Traffic Control	EA	1	0	0	
60/90 Comment Review Meetings	EA	2	6	12	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				**16**	
Progress Meetings	EA	6	4	24	Assume half of PM meeting have another staff member present
Phase Review Meetings	EA	2	6	12	design staff only
Total Meetings				**52**	

Carries to 4.17

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 5: Roadway Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	1	1	1	update
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	6	1	6	update
5.3	Drainage Map (Including Interchanges)		Sheet	1	16	1	16	update
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	4	6		24	update 4 typical sections
5.4.2	Typical Section Details		EA	2	4		8	update
5.5	General Notes/Pay Item Notes		Sheet	1	6	1	6	update
5.6	Summary of Quantities		Sheet	2	12	2	24	update
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	N/A
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	N/A
5.9	Summary of Drainage Structures		Sheet	3	16	3	48	update
5.10	Optional Pipe/Culvert Material		Sheet	1	0	1	0	N/A
5.11	Project Layout		Sheet	1	6	1	6	Update
5.12	Plan/Profile Sheet		Sheet	10	12	10	120	Update plan/profile sheets
5.13	Profile Sheet		Sheet	0	0	0	0	N/A
5.14	Plan Sheet		Sheet	0	0	0	0	N/A
5.15	Special Profile		Sheet	0	0	0	0	N/A
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	N/A
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	N/A
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	N/A

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.19	Intersection Layout Details		Sheet	1	24	1	24	Update intersection layout for Roundabout
5.20	Special Details		EA	0	0		0	N/A
5.21	Drainage Structure Sheet (Per Structure)		EA	73	1		73	Update
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	N/A
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	N/A
5.24	Lateral Ditch Cross Sections		EA	0	0		0	N/A
5.25	Retention/Detention Ponds Detail Sheet		Sheet	3	12	3	36	Update
5.26	Retention Pond Cross Sections		EA	24	0.5		12	Update
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	N/A
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	No need to update
5.29	Cross Sections		EA	118	0.7		83	Update cross sections
5.30	Temporary Traffic Control Plan Sheets		Sheet	46	2	46	92	Update MOT Plans Sheets
5.31	Temporary Traffic Control Cross Section Sheets		EA	12	1		12	Update
5.32	Temporary Traffic Control Detail Sheets		Sheet	4	7	4	28	Update - includes typicals and notes
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	N/A
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	N/A
5.35	Erosion Control Plan		Sheet	10	2	10	20	Update
5.36	SWPPP		Sheet	2	3	2	6	Update
5.37	Project Network Control Sheet		Sheet	0	0	0	0	N/A
5.38	Environmental Detail Sheets		LS	0	0		0	N/A
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	N/A
Roadway Plans Technical Subtotal						**87**	**645**	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.40	Quality Assurance/Quality Control		LS	%	5%		32	
5.41	Supervision		LS	%	3%		19	
5. Roadway Plans Total						**87**	**696**	

Project Activity 6: Drainage Analysis

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	N/A
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	N/A - Included in Drainage Documentation
6.3	Design of Cross Drains	EA	0	0	0	N/A
6.4	Design of Ditches	Per Ditch Mile	0	0	0	N/A
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	3	40	120	Update Pond Designs
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	N/A
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	N/A
6.8	Design of Storm Drains	EA	73	2	146	Update
6.9	Optional Culvert Material	LS	0	0	0	N/A
6.10	French Drain Systems	Per Cell	0	0	0	N/A
6.11	Drainage Wells	EA	0	0	0	N/A
6.12	Drainage Design Documentation Report	LS	1	30	30	Update
6.13	Bridge Hydraulic Report	EA	0	0	0	N/A
6.14	Temporary Drainage Analysis	LS	1	16	16	MOT drainage analysis
6.15	Cost Estimate	LS	1	12	12	update
6.16	Technical Special Provisions	LS	1	0	0	N/A
6.17	Other Drainage Analysis	LS	1	0	0	N/A

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
			Drainage Analysis Technical Subtotal		**324**	
6.18	Field Reviews	LS	1	12	12	
6.19	Technical Meetings	LS	1	28	28	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	16	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	3%	10	
			Drainage Analysis Nontechnical Subtotal		**66**	
6.23	Coordination	LS	%	3%	12	
				6. Drainage Analysis Total	**402**	

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	0	0	0	
Agency	EA	1	4	4	
Local Governments (cities, counties)	EA	0	0	0	
FDOT Drainage	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				**4**	
Progress Meetings (if required by FDOT)	EA	2	12	24	Drainage staff attend 2 progress meetings
Phase Review Meetings	EA	0	0	0	
Total Meetings				**28**	

Carries to 6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 7: Utilities

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign

N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing UAO(s)	LS	1	0	0	
7.3	Make Utility Contacts	LS	1	4	4	Update utilities via phone
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	0	0	
7.6	Individual/Field Meetings	LS	1	16	16	Meet with Utilities
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	8	8	Update utility information
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	8	8	Meet with Utilities after 60% resubmittal
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	16	16	Add notes/information to the plans based on coordination.
7.11	Utility Coordination/Followup	LS	1	16	16	Coordinate
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
				7. Utilities Total	**68**	

Project Activity 8: Environmental Permits

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	1	0	0	N/A
	Permits					
8.2	Complete Permit Involvement Form	LS	1	0	0	N/A
8.3	**Field Work**					
8.3.1	Pond Site Alternatives	LS	1	0	0	Updating existing ponds
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	N/A
8.3.3	Species Surveys	LS	1	0	0	Included in PD&E re-evaluation effort
8.3.4	Archeological	LS	1	0	0	N/A
8.4	Agency Verification of Wetland Data	LS	1	0	0	N/A
8.5	**Complete And Submit All Required Permit Applications**					
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	N/A
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	Not included, if required, an amendment will be required
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	N/A
8.7	Prepare USCG Permit Sketches	LS	1	0	0	N/A
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	N/A
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	N/A
8.10	Prepare Tree Permit Information	LS	1	0	0	N/A
8.11	Mitigation Design	LS	1	0	0	N/A
8.12	Mitigation Coordination and Meetings	LS	1	0	0	N/A

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.13	Other Environmental Permits	LS	1	48	48	NWFWMD Stormwater Permit
	Environmental Clearances/Reevaluations					
8.14	**Technical support to Department for Environmental Clearances and Reevaluations**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	See separate PD&E Re-evaluaiton effort
8.14.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.14.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.14.4	Essential Fish Habitat	LS	1	0	0	N/A
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.15	**Preparation of Environmental Clearances and Reevaluations**					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	N/A
8.15.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.15.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.16	Contamination Impact Analysis	LS	1	0	0	N/A
8.17	Asbestos Survey	LS	1	0	0	N/A
Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal					**48**	
8.18	Technical Meetings	LS	1	8	8	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	2	
8.20	Supervision	LS	%	3%	1	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					**11**	
8.21	Coordination	LS	%	3%	2	
8. Environmental Permits, Compliance and Clearances Total					**61**	

Technical Meetings

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	WMD	EA	1	8	8	
	NMFS	EA	0	0	0	
	ACOE	EA	0	0	0	
	USCG	EA	0	0	0	
	USFWS	EA	0	0	0	
	FFWCC	EA	0	0	0	
	FDOT	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				**8**	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				**8**	
					Carries to 8.18	

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	14	14	update
19.8	Cost Estimate	LS	1	12	12	update
19.9	Technical Special Provisions	LS	1	0	0	N/A
19.10	Other Signing and Pavement Marking	LS	1	0	0	N/A
Signing and Pavement Marking Analysis Technical Subtotal					**26**	
19.11	Field Reviews	LS	1	0	0	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	1	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	3%	1	
Signing and Pavement Marking Analysis Nontechnical Subtotal					**2**	
19.16	Coordination	LS	%	3%	1	
19. Signing and Pavement Marking Analysis Total					**29**	

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	8	1	8	
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0	
20.3	Tabulation of Quantities		Sheet	1	12	1	12	
20.4	General Notes/Pay Item Notes		Sheet	1	4	1	4	
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	5	12	5	60	
20.7	Typical Details		EA	0	0		0	
20.8	Guide Sign Worksheet(s)		EA	0	0		0	
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	0	0		0	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	0		0	
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						**8**	**84**	
20.14	Quality Assurance/Quality Control		LS	%	5%		4	
20.15	Supervision		LS	%	3%		3	
20. Signing and Pavement Marking Plans Total						**8**	**91**	

Project Activity 25: Landscape Architecture Analysis

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	1	4	4	
25.2	Site Inventory and Analysis	LS	1	4	4	
25.3	Planting Design	LS	1	24	24	
25.4	Irrigation Design	LS	1	4	4	Review/modify existing performance specification
25.5	Hardscape Design	LS	1	0	0	N/A
25.6	Plan Summary Boxes	LS	1	12	12	
25.7	Cost Estimates	LS	1	8	8	
25.8	Technical Specification Provisions	LS	1	0	0	N/A
25.9	Other Landscape Architecture	LS	1	0	0	N/A
Landscape Architecture Analysis Technical Subtotal					**56**	
25.10	Outdoor Advertising	LS	1	0	0	N/A
25.11	Field Reviews	LS	1	16	16	1 field review * 2 staff
25.12	Technical Meetings	LS	1	12	12	
25.13	Quality Assurance/Quality Control	LS	%	5%	3	
25.14	Independent Peer Review	LS	%	0%	0	
25.15	Supervision	LS	%	3%	2	
Landscape Architecture Analysis Nontechnical Subtotal					**33**	
25.16	Coordination	LS	%	3%	3	
25. Landscape Analysis Total					**92**	

Project Activity 26: Landscape Architecture Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign

N/A

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
26.1	Key Sheet		Sheet	1	8	1	8	Update
26.2	Tabulation of Quantities		Sheet	1	16	1	16	Update
26.3	General Notes		Sheet	1	8	1	8	Update
26.4	Tree and Vegetation Inventory, Protection and Relocation Plans		Sheet	0	0	0	0	N/A
26.5	Planting Plans For Linear Roadway Projects		Sheet	7	12	7	84	Update
26.6	Planting Plans (Interchanges and Toll Plazas)		Sheet	0	0	0	0	N/A
26.7	Planting Details and Notes		Sheet	1	12	1	12	Update
26.8	Irrigation Plans for Linear Roadway Project		Sheet	0	0	0	0	N/A
26.9	Irrigation Plans for Interchange and Toll Plazas		Sheet	0	0	0	0	N/A
26.10	Irrigation Details and Notes		Sheet	0	0	0	0	N/A
26.11	Hardscape Plans		Sheet	0	0	0	0	*N/A*
26.12	Hardscape Details and Notes		Sheet	0	0	0	0	*N/A*
26.13	Maintenance Plan		Sheet	1	8	1	8	*Update*
26.14	Cost Estimate		LS	1	8		8	*Update*
Landscape Architecture Plans Technical Hours Subtotal						**12**	**144**	
26.15	Quality Assurance/Quality Control		LS	%	5%		7	
26.16	Supervision		LS	%	3%		4	
26. Landscape Architecture Plans Total						**12**	**155**	

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June 30, 2020

Mr. Greg Allen, P.E.,
Project Manager
Atkins
2114 Airport Boulevard
Pensacola, FL 32504

RE: City of Destin RFP# 14-02 P.S.
Cross Town Connector- Beach Drive to Benning Drive Design

Basis of Estimate Survey:

- Horizontal Control
- Recover and establish horizontal control in State Plane Coordinates. Estimate ten (10) control points needed.

Vertical Project Network Control:

- Recover and establish vertical control on control points and set fourteen (14) additional benchmarks for this project.

Alignment and Existing Right-of-Way Lines:

- Recover and establish the existing alignment for the new alignment at primary positions along with beginning and end of project.

Aerial Targets:

- N/A

Reference Points:

- Recover or reference Alignment at seven (7) primary positions.

Digital Terrain Model DTM/3D:

- Provide full location and DTM update for the full project limits as surveyed in 2015 for the proposed roadway as depicted on aerial (approximately1,800 L.F.).
- Time included to provide survey services to add new improvements. Provide additional time for two (2) potential pond redesigns and linear connecting swale. Additional time to provide survey services to support new design efforts. All deliverables will be in hard copy and electronic MicroStation format.

Planimetric (2D):

- N/A

Roadway Cross-Sections/Profiles:

- N/A

Side Street Surveys:

- N/A

Underground Utilities:

- Locate utilities as marked by SSOCOF during survey phase and add new utilities as marked. Provide supplemental designation services for the purpose of setup and support of providing SUE test holes as instructed by client for the purpose of conflict resolution. Provide reports detailing horizontal and vertical information on all subject utilities. Provide project management throughout all aspects of SUE services.

Outfall Survey:

- N/A

Drainage Survey:

- Detail all newly created drainage structures since 2015 to include size, type, condition, and invert flow lines. This will include tie in for structures outside project limits.

Bridge Survey:

- N/A

Channel Survey:

- N/A

Pond Site Survey:

- Time included for full DTM and location of two (2) potential ponds.

Mitigation Survey:

- N/A

Jurisdiction Line Survey:

- Locate wetlands as flagged by Environmental Consultant if reflagged.

Geotechnical Support:

- N/A

Section/Grant Survey:

- N/A

Subdivision Location:

- N/A

Maintained R/W:

- N/A

Boundary Survey:

- Locate five (5) potential parcels effected depending on final alignment and redesign requirements.

Water Boundary Survey:

- N/A

R/W Monumentation:

- N/A

R/W Mapping:

- Provide mapping and documents to include new descriptions for acquisition.

Line Cutting:

- N/A

Work Zone Safety:

- As per MUTCD Standards

Miscellaneous Surveys:

- N/A

Supplemental Surveys:

- N/A

Document Research:

- N/A

Field Reviews:

- Provide field review for two (2) SSMC personnel.

Technical Meetings:

- Two (2) SSMC personnel.

Quality Assurance/Quality Control:

- Provide QA/QC for plans review.

Supervision:

- N/A

Coordination:

- N/A

PROJECT TIMELINE

We anticipate the completion of the above-described work within two (2) weeks after receipt of a written notice to proceed.

EXPENSES AND FEES

Our fee for the above-referenced work will be as follows:

Office Support Hours:	
• Senior Surveyor & Mapping 10 Hours @$143.00	$1,430.00
• Surveyor & Mapper 20 Hours @ $125.00	$2,500.00
• Utility Project Manager 6 Hours @ $139.00	$834.00
• CAD Technician 8 Hours @ $95.00	$760.00
Field Support Hours:	
• Survey Technician 25 Hours @ $94.00	$2,350.00
• 2 Man Field Crew Days (8 Hour Days) 10 Days @ $1,144.00	$11,440.00
• 2 Man Utility Crew Days (10 Hour Days) 3 Days @ $1,430.00	$4,290.00
Grand Total:	**$23,604.00**

The above described tasks of crew days include M.O.T. as required.

Credit Language

Payment is expected within thirty (30) days from the date of the invoice.
Please contact me with questions or if you should require additional information.

Sincerely,

Thomas K. Mead, PSM
President | Project Manager

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature _____ Date _____

Printed Name _____ Title (if any) _____

TIERRA

SHORT FORM PROPOSAL

July 7, 2020
Project No. 4511-14-030

Client: Mr. Greg Allen, PE
Atkins
2114 Airport Blvd., Suite 1450
Pensacola, FL 32504

Project: Destin Cross Town Connector
Destin, FL

Scope of Service: Review revised plans and Geotechnical reports rendered by Tierra for the project to verify adequate data collection/coverage and that the recommendations rendered previously remain applicable. No additional field/lab test data is included in this proposal.

Method of Contract: Lump Sum

Budget: $2,000

Tierra appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,
TIERRA, INC.

Mitchell L. Smith, PE
Principal Geotechnical Engineer

TIERRA
GEOTECHNICAL • MATERIALS • ENVIRONMENTAL • ENGINEERING
1300 West Main Street • Pensacola, FL 32502
Phone (850) 462-8774 • Fax (850) 462-8784
Florida Certificate No. 6486

Bagwell Engineering, Inc.

216 E. Government St.
Pensacola, Fl. 32502
Phone: (850) 462-8040 Fax: (850) 502-4210
E-mail Address: doug@bagwellengineering.com

June 8, 2020

Mr. Gregory S. Allen
Atkins Global
2114 Airport Blvd, Suite 1450
Pensacola, FL 32504

Re: City of Destin Cross Town Connector Revised – Electrical Fee

Mr. Allen,

- We propose to furnish the required electrical design (drawings and specifications) for the work to be performed for to revise the new City of Destin Cross Town Connector. This fee is based on the scope of providing a new LED lighting along the connector to include lighting of the roadway and sidewalk areas. Lighting shall be designed in accordance with the City of Destin and FDOT requirements. Photometric analysis shall be performed to ensure lighting is in accordance with recommended levels. Structural foundation analysis will be performed on light pole configurations in order to meet local codes. Electrical distribution will be designed to operate all the lighting along the new connector.

- Construction administration includes reviewing shop drawings and responding to RFIs, but no construction meetings or inspections is included in the proposal. Any work not in the scope that should be requested by the user shall be negotiated in a separate fee.

- The engineers will attend up to two review meetings/workshops as required. All review meetings shall be via conference call. No construction site visits or inspections are included in the design.

- The design team will keep to the design schedule as (to be) determined by the contractor and Bagwell Engineering, Inc. The design team cannot be responsible for any government delays in review or scheduling. Also, the design team cannot be responsible for time loss of elements outside of its control ie: pandemic, act of God.

- Construction administration services include reviewing shop drawings and answering RFI's. Construction inspections are excluded from this proposal. All other administration shall be performed by others.

- Any design work, services, or materials not in the SOW that should be requested by the government or contractor shall be negotiated in a separate fee.

- All construction contract mod/change orders given to after award shall have design fees submitted with them.

- All required construction permits shall be the responsibility of the contractor.

- The following services are excluded from design services:
  1. Private Qualified Person (PQP)
  2. CxA Commissioning Agent
  3. Environmental Engineering
  4. Geotech
  5. GPR
  6. LEED
  7. Construction type services
  8. DQC During construction
  9. Coordination & Arc Flash Study

Electrical Design Fee: $15,500

Atkins Global will be the prime engineer on the project and shall provide all necessary information to BEI for us to provide a complete design. BEI will provide engineering support for the electrical portion of the project only. Please do not hesitate to contact me with any questions or concerns.

We appreciate it!

Doug Miller, PE
Senior Engineer

Exhibit B

Reevaluation Manhour and Fee Estimate

Financial Project Identification Number: N/A

Federal Aid Project Identification Number: N/A

Project Description: Destin Cross Town Connector Re-evaluation

County: Okaloosa

Begin Milepost: | **End Milepost:** | **Project Length:** 0.3 **Miles**

City of Destin Project Manager: Joe Bodi

Prepared By: [ ] FDOT [X] Consultant [ ] Final

Consultant Name: Atkins North America

SUMMARY

PUBLIC INVOLVEMENT	181
ENGINEERING ANALYSIS AND REPORTS	169
ENVIRONMENTAL ANALYSIS AND REPORTS	332
MISCELLANEOUS	60
PROJECT TOTAL HOURS	**742**

Project Staff Hour Summary

Name of Consultant: Atkins North America

tin Cross Town Connector Re-evaluation

N/A

		Project Staff Hours													
Activity No.	Activity	Atkins North America	Enter Name Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
1	Public Involvement	181													181
2	Engineering Analysis & Report	169													169
3	Environmental Analysis & Repor	332													332
4	Miscellaneous	60													60
Project Total		**742**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**742**

Notes: 1. Staff hours for consultant come directly from each discipline's worksheet.

2. Staff hours for subconsultants are to be entered manually into columns D through O.

3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: N/A

Project Name: Destin Cross Town Connector Re-evaluation

FAP Number: N/A

Date: 7/9/2020

Name of Consultant: Atkins North America

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS RANGE		ON CADD
	Firm Total	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Secretary / Admin	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi-fication 12			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			PERCENT
Public Involvement	181	18	27	25	0	36	22	31	13	9	0	0	0	181	199	
Engineering Analysis & Report	169	17	7	27	0	49	29	5	25	10	0	0	0	169	186	
Environmental Analysis & Reports	332	33	106	20	0	23	20	96	17	17	0	0	0	332	365	
Miscellaneous	60	6	12	9	0	10	9	6	5	3	0	0	0	60	66	
TOTALS	742	74	152	81	0	118	80	138	60	39	0	0	0	**742**	**816**	
												FIRM TOTAL		**742**	**816**	

Notes:
1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.
3. Formulas under "Total Staff Hours Range" (columns P &O) may be adjusted to provide desired range.

Field Survey Estimate:

_____ 4-man crew days

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: N/A

Project Name: Destin Cross Town Connector Re-evaluation

FAP Number: N/A

Date: 7/9/2020

Name of Consultant: Atkins North America

Staff Hour Distribution Percentages - Firm Total

	Hours from "Summary" sheet Firm Total	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Secretary / Admin	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi-fication 12	Total
Public Involvement	181	10.0%	15.0%	14.0%	0.0%	20.0%	12.0%	17.0%	7.0%	5.0%	0.0%	0.0%	0.0%	100.00%
Engineering Analysis & Report	169	10.0%	4.0%	16.0%	0.0%	29.0%	17.0%	3.0%	15.0%	6.0%	0.0%	0.0%	0.0%	100.00%
Environmental Analysis & Reports	332	10.0%	32.0%	6.0%	0.0%	7.0%	6.0%	29.0%	5.0%	5.0%	0.0%	0.0%	0.0%	100.00%
Miscellaneous	60	10.0%	20.0%	15.0%	0.0%	16.0%	15.0%	10.0%	9.0%	5.0%	0.0%	0.0%	0.0%	100.00%

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Destin Cross Town Connector Re-evaluation
County: Okaloosa
FPN: N/A
FAP No.: N/A

Consult. Name: Atkins North America
Consult. No: enter consultants proj. number
Date: 7/9/2020
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Secretary / Admin.	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$69.97	$46.34	$51.31	$52.03	$42.75	$27.29	$32.21	$39.13	$19.00	$0.00	$10.00	$0.00			
Public Involvement	181	18	27	25	0	36	22	31	13	9	0	0	0	181	$7,611	$42.05
Engineering Analysis & Report	169	17	7	27	0	49	29	5	25	10	0	0	0	169	$7,115	$42.10
Environmental Analysis & Reports	332	33	106	20	0	23	20	96	17	17	0	0	0	332	$13,857	$41.74
Miscellaneous	60	6	12	9	0	10	9	6	5	3	0	0	0	60	$2,557	$42.61
Total Staff Hours	742	74	152	81	0	118	80	138	60	39	0	0	0	742		
Total Staff Cost		$5,177.78	$7,043.68	$4,156.11	$0.00	$5,044.50	$2,183.20	$4,444.98	$2,347.80	$741.00	$0.00	$0.00	$0.00		**$31,139.05**	**$41.97**

Check = $31,139.05

Survey Field Days by Subconsultant	
4 - Person Crew:	

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:			$31,139.05
OVERHEAD:	158.25%		$49,277.55
OPERATING MARGIN:	15.00%		$4,670.86
FCCM (Facilities Capital Cost Money):	0.19500%		$60.72
EXPENSES:	14.88%		$4,633.49
SALARY RELATED SUBTOTAL:			**$89,781.67**
Survey (Field - if by Prime)	0.00	4-man crew day: $ - / day	$0.00
SUBTOTAL - PRIME			**$89,781.67**
Subconsultant: Enter Name Sub 1			$0.00
Subconsultant: Sub 2			$0.00
Subconsultant: Sub 3			$0.00
Subconsultant: Sub 4			$0.00
Subconsultant: Sub 5			$0.00
Subconsultant: Sub 6			$0.00
Subconsultant: Sub 7			$0.00
Subconsultant: Sub 8			$0.00
Subconsultant: Sub 9			$0.00
Subconsultant: Sub 10			$0.00
Subconsultant: Sub 11			$0.00
Subconsultant: Sub 12			$0.00
SUBTOTAL ESTIMATED FEE:			**$89,781.67**
Optional Services			$0.00
GRAND TOTAL ESTIMATED FEE:			**$89,781.67**

Estimator:	Cathie Cash					Destin Cross Town Connector Re-evaluation
						N/A
Task No.	**Task**	**Units**	**# of Units**	**Hours / Unit**	**Hours**	**Comments**
1.1	**Public Involvement Program ***	LS	1	8	8	Update PIP (Community Awareness Plan)
1.2	**Public Involvement Data Collection**	LS	1	8	8	Pull property owner information for 2 public mailings
1.3	**Notice of Intent (EIS only) ***	LS	1	0	0	
1.4	**Advance Notification ***	LS	1	0	0	
1.5	**Scheduled Public Meetings**	LS	Task Total ---->		156	
	Scoping Meeting					
	*Set Up/Scoping Package **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	Elected Officials/Agency Kickoff Meeting					
	*Set Up **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	Public Kickoff Meeting					
	*Set up **	*LS*	*1*	*116*	*116*	*Assumes one public meeting. Preparation of graphics for meeting (40 hours), preparation of PowerPoint (40 hours); preparation and revision of notification materials (20 hours); preparation of responses to comments (12 hours); and meeting summary (4 hours).*
	Participation and notes	*LS*	*1*	*40*	*40*	*4 staff x meeting time (1 hr. set up + 2 hr. meeting + 1 hr. take down = 4 hrs) x travel (6 hr)*
	Corridor or Other Public Meeting					
	*Set up **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	Alternatives Public Meeting					
	*Set up **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
1.6	**Other (Unscheduled) Public and Agency Meetings**	LS	0	0	0	
1.7	**Public Hearing**	LS	Task Total ---->		0	
	*Invitation / notification / setup / follow-up **	*LS*	*1*	*0*	*0*	
	Participation	*LS*	*1*	*0*	*0*	
1.8	**Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA**	LS	1	0	0	
1.9	**Special Public Involvement Requirements**	LS	Task Total ---->		0	
	*General Public Correspondence **	*LS*	*1*	*0*	*0*	
	*News Letters, Preparation / Distribution **	*LS*	*1*	*0*	*0*	
	*Web Site Development **	*LS*	*1*	*0*	*0*	
	*Web Site Maintenance **	*LS*	*0*	*0*	*0*	
	*Videos, Renderings, etc. **	*LS*	*1*	*0*	*0*	
				Public Involvement Subtotal	**172**	
1.10	**Quality Assurance / Quality Control**	LS	%	7%	9	
				PUBLIC INVOLVEMENT TOTAL HOURS	**181**	

NOTE: * subject to QC

Estimator:	Cathie Cash					Destin Cross Town Connector Re-evaluation
						N/A
Task No.	**Task**	**Units**	**# of Units**	**Hours / Unit**	**Hours**	**Comments**
1.1	**Public Involvement Program ***	LS	1	8	8	Update PIP (Community Awareness Plan)
1.2	**Public Involvement Data Collection**	LS	1	8	8	Pull property owner information for 2 public mailings
1.3	**Notice of Intent (EIS only) ***	LS	1	0	0	
1.4	**Advance Notification ***	LS	1	0	0	
1.5	**Scheduled Public Meetings**	LS	Task Total ---->		156	
	Scoping Meeting					
	*Set Up/Scoping Package **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	Elected Officials/Agency Kickoff Meeting					
	*Set Up **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	Public Kickoff Meeting					
	*Set up **	*LS*	*1*	*116*	*116*	*Assumes one public meeting. Preparation of graphics for meeting (40 hours), preparation of PowerPoint (40 hours); preparation and revision of notification materials (20 hours); preparation of responses to comments (12 hours); and meeting summary (4 hours).*
	Participation and notes	*LS*	*1*	*40*	*40*	*4 staff x meeting time (I hr. set up + 2 hr. meeting + 1 hr. take down = 4 hrs) x travel (6 hr)*
	Corridor or Other Public Meeting					
	*Set up **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	
	Alternatives Public Meeting					
	*Set up **	*LS*	*1*	*0*	*0*	
	Participation and notes	*LS*	*1*	*0*	*0*	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
1.6	**Other (Unscheduled) Public and Agency Meetings**	LS	0	0	0	
1.7	**Public Hearing**	LS	Task Total ---->		0	
	*Invitation / notification / setup / follow-up **	*LS*	*1*	*0*	*0*	
	Participation	*LS*	*1*	*0*	*0*	
1.8	**Location and Design Concept Acceptance Notice/Notification of Approved Environmental Document from FHWA**	LS	1	0	0	
1.9	**Special Public Involvement Requirements**	LS	Task Total ---->		0	
	*General Public Correspondence **	*LS*	*1*	*0*	*0*	
	*News Letters, Preparation / Distribution **	*LS*	*1*	*0*	*0*	
	*Web Site Development **	*LS*	*1*	*0*	*0*	
	*Web Site Maintenance **	*LS*	*0*	*0*	*0*	
	*Videos, Renderings, etc. **	*LS*	*1*	*0*	*0*	
				Public Involvement Subtotal	**172**	
1.10	**Quality Assurance / Quality Control**	LS	%	7%	9	
				PUBLIC INVOLVEMENT TOTAL HOURS	**181**	

NOTE: * subject to QC

Estimator: Cathie Cash

Destin Cross Town Connector Re-evaluation
N/A

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Data Collection					
2.1	**Field Review**	LS	1	0	0	included redesign
2.2	**Survey Coordination**	LS	Task Total ---->		0	
	Aerial Photography	*LS*	*1*	*0*	*0*	
	Survey Coordination	*LS*	*1*	*0*	*0*	*included redesign*
2.3	**Geotechnical**	LS	Task Total ---->		0	
	Soils	*LS*	*1*	*0*	*0*	
	Geotechnical Coordination	*LS*	*1*	*0*	*0*	
2.4	**Traffic**	LS	Task Total ---->		94	
	Traffic Data	*LS*	*1*	*2*	*2*	*Review previous traffic study*
	Traffic Analysis	*Traffic Analysis Total ------>*			*92*	
	*- Design Traffic **	*LS*	*1*	*16*	*16*	*Determine if recommended intersection improvements meet LOS or need revisision*
	*- Traffic Operational Analysis **	*LS*	*1*	*60*	*60*	*Conduct analysis of revised intersection controls*
	*- Design Traffic Documentation **	*LS*	*1*	*16*	*16*	*Prepare Tech Memo to document intersection analysis*
2.5	**Safety**	LS	Task Total ---->		0	
	Crash Data	*LS*	*1*	*0*	*0*	
	*Safety Analysis **	*LS*	*1*	*0*	*0*	
2.6	**Utilities and Railroads**	LS	Task Total ---->		0	
	Data Collection	*EA*	*1*	*0*	*0*	
	*Analysis and Report **	*LS*	*1*	*0*	*0*	
2.7	**Needs**	LS	Task Total ---->		20	
	Transportation Plans	*LS*	*1*	*8*	*8*	*Review of transportation plans (including bicycle and transit plans) as they relate to the project*
	*Planning Consistency Form **	*LS*	*1*	*8*	*8*	*Assumes the project is consistent with the most current transportation plans; however, if the project is not this will be brought to the attention of the City to coordinate with the TPO to incorporate the project into the transportation planning documents.*
	*Analysis of Existing Conditions **	*LS*	*1*	*0*	*0*	
	*Purpose and Need **	*LS*	*1*	*4*	*4*	*Verification project changes meet the Purpose and Need (assumes review of traffic analysis confirms a two-lane roadway provides sufficient capacity in the design year)*

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
2.8	**Corridor Analysis ***	LS	1	0	0	
2.9	**Roadway**	LS	Task Total ---->		0	
	Existing Roadway Characteristics	*LS*	*1*	*0*	*0*	
	*Typical Section Analysis **	*EA*	*1*	*0*	*0*	*included in redesign*
	*Roadway Design Alternatives **	*LS*	*1*	*0*	*0*	*included in redesign*
	*Access Management **	*LS*	*1*	*0*	*0*	
	*Identify Construction Segments **	*LS*	*1*	*0*	*0*	
2.10	**Structures**	LS	Task Total ---->		0	
	Existing Structure Characteristics	*EA*	*0*	*0*	*0*	
	*Structures Typical Section Analysis **	*EA*	*0*	*0*	*0*	
	*Structures Design Alternatives **	*EA*	*0*	*0*	*0*	
2.11	**Drainage**	LS	Task Total ---->		0	
	*Drainage and Floodplain Analyses and Pond Siting Report **	*Per Mile*	*0*	*0*	*0*	
	*Location Hydraulics Report **	*LS*	*1*	*0*	*0*	
2.12	**Concept Plans**	LS	Task Total ---->		0	
	*Base Map **	*Sheet*	*0*	*0*	*0*	
	*Alternative Concept Plan **	*Sheet*	*0*	*0*	*0*	
	*Preferred Alternative **	*Sheet*	*0*	*0*	*0*	
2.13	**Typical Section Package ***	LS	1	0	0	Handled in redesign
2.14	**Design Exception and Variation**	LS	Task Total ---->		0	
	Identify Design Exceptions and Variations	*LS*	*1*	*0*	*0*	
	*Prepare Design Exception and Variation Package(s) **	*EA*	*0*	*0*	*0*	
2.15	**Multi-modal Accommodations ***	EA	0	0	0	
2.16	**Park and Ride Lots**	EA	0	0	0	
2.17	**Maintenance of Traffic ***	LS	1	0	0	
2.18	**Comparative Analysis and Evaluation Matrix ***	LS	1	0	0	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
2.19	**Selection of Preferred Alternative(s) ***	LS	1	0	0	
2.20	**Value Engineering Study**	EA	0	0	0	
2.21	**Risk Management**	LS	1	0	0	
2.22	**Construction Cost Estimates ***	**LS**	**1**	**0**	**0**	
2.23	**Right of Way Cost Estimates**	LS	Task Total ---->		44	
	*Notes and Maps for Estimate **	*LS*	*1*	*20*	*20*	*Revise r/w cost estimates*
	*Preparation Cost Estimate **	*LS*	*1*	*24*	*24*	
2.24	**Preliminary Engineering Report (PER)**	**LS**	**Task Total ---->**		**0**	
	*Draft **	*LS*	*1*	*0*	*0*	
	*Final **	*LS*	*1*	*0*	*0*	
2.25	**Other Engineering Services**	LS	Task Total ---->		0	
	*IMR/IJR Reports **	*LS*	*1*	*0*	*0*	
	*Intelligent Transportation Systems **	*LS*	*1*	*0*	*0*	
	*Obtain Project Permits**					
	*Existing Signage Inventory **	*LS*	*1*	*0*	*0*	
	Engineering Analysis and Report Subtotal				**158**	
2.26	**Quality Assurance / Quality Control**	LS	%	7%	11	
	ENGINEERING ANALYSIS AND REPORT TOTAL HOURS				**169**	
NOTE: * subject to QC						

ENVIRONMENTAL ANALYSIS AND REPORTS

Estimator: Cathie Cash — Destin Cross Town Connector Re-evaluation — N/A

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Sociocultural Effects					
3.1	**Land Use Changes ***	LS	1	0	0	
3.2	**Social ***	LS	1	12	12	Identification of community services within the project area. Determine any change in effects on community facilities or community cohesion. Verify no adverse impacts to disadvantaged populations.
3.3	**Economic ***	LS	1	0	0	No change in impacts anticipated.
3.4	**Mobility ***	LS	1	8	8	Identify whether project changes impact other transportation modes. This requires the review of bicycle and transit plans for the project area to determine how changes in the project affect these transportation modes.
3.5	**Aesthetics ***	LS	1	0	0	It is expected that project changes will not impacts the aesthetics on adjacent neighborhoods beyond that already assessed.
3.6	**Relocation Potential**	LS	Task Total ---->		32	
	*Conceptual Stage Relocation Plan **	*LS*	1	16	16	*Update conceptual stage relocation plan*
	*Review and Impact Determination **	*LS*	1	16	16	*prepare relocation figure, determine changes in impacts*
	Cultural Resources					
	Archaeological and Historical Resources	LS	Task Total ---->		72	
	Research Design Methodology As Required	*LS*	*1*	*0*	*0*	
	*Cultural Resource Assessment Survey (CRAS) **	*LS*	*1*	*60*	*60*	*Master Site File will be checked for any new resources. Field work will be conducted to determine the characteristics of any potentially-eligible resources. Project changes will be assessed for imacts to NRHP eligible historic resources. Assumes no impacts to NRHP-eligible resources. Impacts to historic resources eligible for the NRHP would require coordination with SHPO. Documentation of changes in cultural resources involvement will be in an addendum to the previous Cultural Resources Assessment Report.*
	Pond Site Technical Memorandum	*LS*	*1*	*0*	*0*	
	Determiniation of Eligibility (DOE) As Required	*LS*	*1*	*12*	*12*	*Includes preparation and submittal of documentation for eligibility determination by SHPO of three unrecorded historic resources and coordination with SHPO, as required.*
	*Case Study Report **	*LS*	*1*	*0*	*0*	*Assumes two new historic resources are not eligible for NRHP*
	*Memorandum of Agreement (MOA) **	*LS*	*1*	*0*	*0*	*Assumes two new historic resources are not eligible for NRHP*
	Historic Resources, Section 4(f) Evaluation	*LS*	*1*	*0*	*0*	*Assumes two new historic resources are not eligible for NRHP*
	Section 106 Consultation Meetings	*LS*	*1*	*0*	*0*	*Assumes two new historic resources are not eligible for NRHP*
	Native American Coordination Meeting	*LS*	*1*	*0*	*0*	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
	Section 106 Public Involvement	*LS*	*1*	*0*	*0*	*Assumes two new historic resources are not eligible for NRHP*
	Cultural Resource Committee Meetings	*LS*	*1*	*0*	*0*	*Assumes two new historic resources are not eligible for NRHP*
3.8	**Recreational, Section 4(f)**	LS	Task Total ---->		0	
	*Section 4 (f) Applicability "de minimus" **	*EA*	*0*	*0*	*0*	
	*Section 4 (f) Applicability **	*EA*	*0*	*0*	*0*	
	*Section 4 (f) Evaluation **	*EA*	*0*	*0*	*0*	
	Natural Resources					
3.9	**Wetlands and Essential Fish Habitat**	LS	Task Total ---->		0	
	Data Collection - Wetlands	*LS*	*1*	*0*	*0*	*No wetlands on project*
	Data Collection - Essential Fish Habitat Assessment	*LS*	*1*	*0*	*0*	*No EFH present*
	*Conceptual Mitigation Plan **	*LS*	*1*	*0*	*0*	
	*Analysis & Report - Essential Fish Habitat **	*LS*	*1*	*0*	*0*	
	*Evaluation & Report - Wetlands **	*LS*	*1*	*0*	*0*	
3.10	**Water Quality ***	LS	1	4	4	The effects of project changes on water quality will be identified and stormwater treatment requirements discussed.
3.11	**Special Designations ***	LS	1	0	0	
3.12	**Wildlife and Habitat**	LS	Task Total ---->		28	
	Data collection	*LS*	*1*	*20*	*20*	*Verify changes in laws or regulations do not affect the project (4 hours). Conduct field reivew to identify presence or absence of protected species (8 hrs.) and conduct desktop analysis of potential impacts (6 hrs).*
	*Analysis and report **	*LS*	*1*	*8*	*8*	*Prepare tech memo*
	*Conservation Measures and Mitigation Plan **	*LS*	*1*	*0*	*0*	*Assumes no impacts to protected species*
3.13	**Identify Permit Conditions ***	LS	1	2	2	*Status of permit acquisition will be reported*
3.14	**Farmlands ***	LS	1	0	0	
	Physical Effects					

ENVIRONMENTAL ANALYSIS AND REPORTS

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
3.15	**Noise**	LS	Task Total ---->		24	
	Data collection, and field work	*LS*	*1*	*8*	*8*	*Assume no new receptors closer to project. Field review to verify (requires 8 hrs for travel and to take ambient measurements during peak hour).*
	*Analysis **	*LS*	*1*	*0*	*0*	
	*Report **	*LS*	*1*	*16*	*16*	*Addendum to prior Noise Report*
3.16	**Air Quality**	LS	Task Total ---->		0	
	*Sceening Analysis **	*LS*	*1*	*0*	*0*	
	*Air Quality Modeling * As Required*	*LS*	*1*	*0*	*0*	
3.17	**Construction Impact Analysis ***	LS	1	0	0	
3.18	**Contamination**	LS	Task Total ---->		32	
	Field Data	*LS*	*1*	*12*	*12*	*Desk top collection and review of data on potential contamination sites*
	*Analysis/Report **	*LS*	*1*	*20*	*20*	*Analysis and documentation within the re-evaluation*
	Environmental Reports					
3.19	**Class of Action Determination ***	LS	1	0	0	
3.20	**CATEX Type II * (if not part of 3.19 - Class of Action Determination)**	LS	1	0	0	
3.21	**PEIR (Complete Re-evaluation Form)**	LS	1	96	96	Prepare Memo for front of original PEIR documenting that the two-lane typical section meets the project's purpose and need for the design year (12 hours). Prepare Re-evaluation Form (60 Hrs). Prepare report graphics, including a location map and revised relocation figure, (12 hrs) and changes to the Re-evaluation based on City reivew of the document (12 hrs).
3.22	**Environmental Assessment ***	LS	1	0	0	
3.23	**FONSI ***	LS	1	0	0	
3.24	**Draft EIS ***	LS	1	0	0	
3.25	**Final EIS ***	LS	1	0	0	
	Environmental Analysis and Report Subtotal				**310**	

Task No.	Task	Units	# of Units	Hours / Unit	Hours	Comments
3.26	Quality Assurance / Quality Control	LS	%	7%	22	
	ENVIRONMENTAL ANALYSIS AND REPORT TOTAL HOURS				**332**	
NOTE: * subject to QC						

Estimator:	Cathie Cash					Destin Cross Town Connector Re-evaluation
						N/A
Task No.	**Task**	**Units**	**# of Units**	**Hours / Unit**	**Hours**	**Comments**
4.1	**Contract and Project Files**	LS	1	4	4	Initial contract and project file structure on internal server
4.2	**Project Management Meetings and Coordination**	LS	1	56	56	Assumes 3 coordination meetings with City of Destin PM throughout the reevaluation project, attended by 2 Atkins staff members (1 from environmental and 1 from engineering). Also includes other coordination efforts between the environmental and engineering staffs. Meetings with client = 2 staff * 3 meetings * 6 hours (preparation, travel time, minutes.) 20 hours internal coordiation.
4.3	**Additional Services**	LS	Task Total ---->		0	
	4. Roadway Analysis	*LS*	*1*	*0*	*0*	
	5. Roadway Plans	*LS*	*1*	*0*	*0*	
	6. Drainage Analysis	*LS*	*1*	*0*	*0*	
	8. Environmental Permits	*LS*	*1*	*0*	*0*	
	27. Survey	*LS*	*1*	*0*	*0*	
	28. Photogrammetry	*LS*	*1*	*0*	*0*	
	29. Mapping	*LS*	*1*	*0*	*0*	
	30. Geotechnical	*LS*	*1*	*0*	*0*	
MISCELLANEOUS TOTAL HOURS					**60**	

EXHIBIT D

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2020

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
MARSH USA, INC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326

CN102421774-Atkin-GAWE-19-20 NOC

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Guarantee & Liability Ins Co	26247
INSURER C : National Union Fire Ins Co. of Pittsburgh PA	19445
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Atkins North America, Inc.
4030 West Boy Scout Blvd. Ste. 700
Tampa, FL 33607-5713

COVERAGES **CERTIFICATE NUMBER:** ATL-005155666-01 **REVISION NUMBER:** 10

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			GLO 0137576-05	10/15/2019	10/15/2020	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$	50,000
	X POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$	2,000,000
	OTHER:						GENERAL AGGREGATE	$	4,000,000
							PRODUCTS - COMP/OP AGG	$	4,000,000
								$	
A	AUTOMOBILE LIABILITY			BAP013757505	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR			AUC 9304209-17	10/15/2019	10/15/2020	EACH OCCURRENCE	$	2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	2,000,000
	DED RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC013757705	10/15/2019	10/15/2020	X PER STATUTE OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Professional Liability			15808715	04/30/2020	04/30/2021	Limit: Per Claim		4,000,000
	(claims made policy)			(See additional page)			Annual Aggregate:		4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Destin Cross Town Connector (Benning Drive to Beach Drive) Design Services

City of Destin, Florida is included as additional insured where required by written contract with respect to general liability and auto liability coverages. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Destin
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 of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: CN102421774
LOC #: Atlanta

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, INC.	Atkins North America, Inc. 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713
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

Professional Liability:

Professional Liability placement was made by Marsh Canada. Marsh USA has only acted in the role of a consultant to the client with respect to the placement, which is indicated here for your convenience.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0137576-05	10/15/2019	10/15/2020	10/15/2019	28235000	$-	$-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Atkins North America, Inc.

Address (including ZIP Code):

4030 West Boy Scot Blvd., Ste 700

Tampa, FL 33607

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-0137575-05	10/15/2019	10/15/2020	10/15/2019	28235000	$-	$-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

   (1) Overdue lease or loan payments at the time of the "loss";

   (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

   (3) Security deposits not returned by the lessor;

   (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

   (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. **Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. **Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, to whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law.	**Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION OR SCHEDULED AND PREMIUM CHARGE.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/15/2019 Policy No. WC 0137577-05 Endorsement No. -

Insured: SNC Lavalin Engineers & Constructors, Inc. Premium $ -

Insurance Company : Zurich American Insurance Company Countersigned by _____

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0137575-05	10/15/2019	10/15/2020	10/15/2019	28235000	$-	$-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0137576-05	10/15/2019	10/15/2020	10/15/2019	28235000	$-	$-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT	**30**

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/15/2019 Policy No.: WC-0137577-05 Endorsement No.
Insured: Atkins North America, Inc. Premium $

Insurance Company: Zurich American Insurance Company

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Office of the City Manager

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | www.cityofdestin.com

NOTICE TO PROCEED

Sent Via Email

DATE: June 16, 2021

TO: Matthew Taylor, PE, Vice President
Jessica Golema, PE, Senior Engineer
Atkins North America, Inc.

FROM: Lance Johnson, City Manager

SUBJECT: **City of Destin Cross Town – Beach Drive to Benning Drive**

On June 16, 2021, Amendment No. 1 (the "Amendment"), incorporated herein by reference, regarding the above-referenced project was executed by and between the City of Destin, Florida and Atkins North America, Inc. in an amount not to exceed $343,170,67.

Attn: Matthew Taylor; Matthew.taylor@atkinsglobal.com
Jessica Golema; Jessica.golema@atkinsglobal.com

Atkins North America, Inc is hereby notified to commence work as described in the Scope of Work set forth in the Amendment. All work is to be done in accordance with the Amendment and executed by and between the City of Destin, Florida and Atkins North America, Inc.

The date of completion will remain February 2, 2023.

Please acknowledge receipt of this Notice to Proceed by completing and signing the space below and returning a copy to this office. Please advise if there are any questions.

Sincerely,

_____ 06/16/2021
Lance A. Johnson, City Manager Date

Acceptance of Notice/Receipt of the above Notice to Proceed is hereby acknowledged by:

Printed Name:_____

this_____ day of _____ , 2020.

by:_____
Signature

Title:_____

AMENDMENT NO. 2

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF DESTIN AND ATKINS NORTH AMERICA, INC

THIS AMENDMENT is made and entered into this 17th day of August 2021, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC.** (hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020 for professional consulting engineering services; and

NOW, THEREFORE, the **CITY** and the **CONSULTANT** further amend the agreement as follows:

1) **Addition of Services:**

   The Consultant shall re-design the existing pre-60% design plans for the Cross Town Connector project to reflect the improvements directed by City Council at the July 19th, 2021 meeting and as described in the attached Scope of Services.

2) **Compensation and Schedule:**

   The City shall pay $147,100.00 for the additional services as outlined in the Fee Schedule (Exhibit B). Payment for the additional design services will be based on the Fee Schedule.

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

LJohnson

Lance Johnson, City Manager

ATKINS NORTH AMERICA, INC

Matthew Taylor, PE, Vice President

Attest to Signature:

Rey Bailey, City Clerk

SEAL

AMENDMENT NO. 3 TO

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF DESTIN AND ATKINS NORTH AMERICA, INC

THIS AMENDMENT is made and entered into this ____13___ day of May, 2022, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC.** (hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020, for professional consulting engineering services; and

NOW, THEREFORE, the **CITY** and the **CONSULTANT** further amend the agreement as follows:

1) Addition of Services:

   The Consultant shall provide additional appraisal services for the Cross-Town Connector project. Services shall include additional appraisals for parcels 1 and 8. Additional details described in the Scope of Services (Attachment A).

   The Consultant shall provide architectural renderings as requested by City Council. Renderings shall focus on depicting available greenspace throughout the corridor and within the Pond 2 footprint. Additional details described in the Scope of Services (Attachment A)

2) Compensation and Schedule:

   The City shall pay $27,629.57 for the additional services as outlined in the Fee Schedule (Attachment B).

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

Lance Johnson, City Manager
City Manager

Attest to Signature:

Rey Bailey, City Clerk

ATKINS NORTH AMERICA, INC

Matthew A. Taylor,
Vice President, PE

ATTACHMENT A

SCOPE OF SERVICES

DEAL CONSULTING, P.A.

March 3, 2022

Mrs. Marsha Hayes, SR/WA
Hayes Consulting Services, LLC
Post Office Box 796
Chipley, Florida 32428

Re: Destin Bypass Road Phase I
Parcels 1 and 8 (Winton and Lowe) Whole Acquisitions
Appraisal Bid/Scope

Dear Mrs. Hayes:

I appreciate the opportunity to work with you on this matter. The following pages contain the provisions of this agreement. If you need anything else, please let me know.

925 Falling Waters Road Chipley, Florida 32428 Phone (850) 544-2524 sdeal@dealconsulting.net

INTENDED USERS
Marsha Hayes and City of Destin and Their Assigns (Referred to Herein as "The Client")

Note: No other users are intended by the appraiser. The appraiser shall consider the intended users when determining the level of detail to be provided in the appraisal report.

INTENDED USE
This appraisal is intended to assist the client in determining the market value of the property for a potential purchase and/or eminent domain action.

Note: No other use is intended by the appraiser. The intended use as stated shall be used by the appraiser in determining the appropriate scope of work for the assignment. The appraiser is not liable for any use, other than the intended use.

PROPERTY IDENTIFICATION
Parcel 1 – Winton Parcel - Okaloosa County PA 00-2S-22-5555-0000-0020 (Whole Take)
Parcel 8 – Lowe Parcel - Okaloosa County PA 00-2S-22-2335-0000-0130 (Whole Take)

PROPERTY TYPE
Parcel 1 – Vacant 1.1-Acre Property
Parcel 8 - Improved with a Triplex

INTEREST VALUED
The rights being appraised are those associated with a fee simple estate. Fee simple estate is defined in the Appraisal Institute's *The Appraisal of Real Estate, 12th Edition*, page 68 as:

> *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.*

TYPE OF VALUE
The following definition of market value is taken from **Florida State Road Department v. Stack, 231 So.2d 859 Fla., 1st DCA 1969** as cited in the Florida Department of Transportation's Supplemental Standards of Appraisal.

> *"Value" as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied.*

The market value opinion in this report is in terms of cash or terms equivalent to cash.
The intended user's attention should be directed to the fact that the market value estimated in this report is relevant as of the date of value. The market value estimated is also contingent on a reasonable exposure time in a competitive market. The reasonable exposure time will be estimated and defined in the following section of this report. It should be noted that any change in the date of value or exposure time identified in this report could significantly change the estimate of market value.

DATE OF VALUE
Current

ADDITIONAL PROPERTY TO BE VALUED
None

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS
Parcel 1 – N/A

Parcel 8 - It is my understanding that an interior inspection was not possible for the first appraiser. Therefore, I anticipate, for purposes of this bid/scope, to perform an exterior-only inspection of Parcel 8. The interior specifications will be based on the public record. Condition will be based on exterior condition and photos available on the local MLS, if any are available.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

- The Code of Professional Ethics of the Appraisal Institute
- The Uniform Standards of Professional Appraisal Practice of the Appraisal Institute
- Chapter 475, Part II, Florida Statutes

ANTICIPATED SCOPE OF WORK

Site Visit:
Parcel 1 – Typical, Vacant Inspection

Parcel 8 - It is my understanding that an interior inspection was not possible for the first appraiser. Therefore, I anticipate, for purposes of this bid/scope, to perform an exterior-only inspection of Parcel 8.

Valuation Approaches:
Parcel 1 - The appraisal will employ the sales comparison approach as vacant.

Parcel 8 – I will employ the sales comparison approach and income approach as improved.

Note: Depending on further inspection and research, the conclusion as to the approaches to be used could change. I will use all approaches necessary to develop a credible opinion of value.

APPRAISAL REPORT

Report Option:
This is an assignment involving one appraisal report in accordance with the Uniform Standards of Professional Appraisal Practice (consistent with the former "summary appraisal report" in Standards Rule 2-2(b) of (USPAP). As such, the report presents sufficient information to enable the client and other intended users, as identified, to understand it properly. Supporting documentation is contained in my work file and will be made available at the client's request.

I will deliver one appraisal report per parcel.

Format
Narrative

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

TBD

PROPOSED IMPROVEMENTS

N/A

PROPERTIES UNDER CONTRACT FOR SALE

N/A

ADDITIONAL DOCUMENTATION
Absent any title work being provided I will appraise the property assuming clear title with no defects that would alter the market value. I will appraise the undivided, fee simple interest only with no apportionment of interests.

DELIVERY DATE
I will deliver the report will be within 60 days of the notice to proceed assuming I receive the notice to proceed on or before April 3, 2022.

DELIVERY METHOD
Signed PDF

NUMBER OF COPIES
ONE

PAYMENT TO APPRAISER

Parcel 1	$ 6,500
Parcel 8	$ 9,500
Total	$16,000

Invoice will be submitted to the client by Hayes Consulting at the time of their next billing date following receipt of appraisal. Payment is due to Deal Consulting, PA within 30 days of Hayes Consulting receiving payment from the client.

WHEN APPRAISER'S OBLIGATIONS ARE COMPLETE
The appraiser's obligations pursuant to this agreement are complete when the appraisal report in the form specified in this agreement is delivered to the client pursuant to this agreement. The appraiser agrees to be responsive to the client's/reviewer's legitimate inquiries regarding the contents of the report after delivery.

It is my understanding G. Daniel Green, MAI/SRA will review these reports. This bid is null and void if the reviewer is changed or another reviewer is added.

CONFIDENTIALITY
The appraiser shall not provide a copy of the written appraisal reports, nor disclose the results of the appraisals, to any party other than the client unless the client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS
The appraiser may use employees or independent contractors to complete the assignment at the appraiser's discretion, unless otherwise agreed by the parties. Notwithstanding, the appraiser shall sign the written appraisal report and take full responsibility for the services provided as a result of this agreement.

SERVICES NOT PROVIDED
The fees set forth in this agreement apply to the appraisal services rendered by the appraiser as set forth in this agreement. Unless otherwise specified herein, the appraiser's services for which the fees in this agreement apply shall not include meetings with persons other than the client nor the client's agents or professional advisors; the appraiser's deposition(s) nor testimony before judicial, arbitration or administrative tribunals; nor any preparation associated with such depositions or testimony. Any additional services performed by the appraiser not set forth in this agreement will be performed on terms and conditions set forth in an amendment to this agreement or in a separate agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS
Unless otherwise stated in this agreement, the client agrees that the appraiser's assignment pursuant to this agreement shall not include the appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

CHANGES TO AGREEMENT
Any changes to the assignment as outlined in this agreement shall necessitate a new agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new agreement.

CANCELLATION
The client may not cancel this agreement at any time subsequent to the notice to proceed without full payment of fee.

GOVERNING LAW AND JURISDICTION
This agreement shall be governed by the law of the state in which the appraiser's office is located as specified in this agreement, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party in order to interpret or enforce this agreement, or to enforce an arbitration award entered pursuant to this agreement, shall be brought in a state or federal court having jurisdiction over the location of the appraiser's office as specified in this agreement. The parties hereby waive any objections to the personal jurisdiction of said court.

APPRAISER INDEPENDENCE
The appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. The appraiser cannot guarantee the outcome of the assignment in advance. The appraiser cannot ensure that the opinion of value developed as a result of this assignment will serve to facilitate any specific objective of the client or others or advance any particular cause. The appraiser's opinion of value will be developed competently and with independence, impartiality, and objectivity.

NOTICES
Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b)

overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective on the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

NO THIRD-PARTY BENEFICIARIES

Nothing in this agreement shall create a contractual relationship between the appraiser or the client and any third party, or any cause of action in favor of any third party. This agreement shall not be construed to render any person or entity a third-party beneficiary of this agreement, including, but not limited to, any third parties identified herein.

ASSIGNMENT

Neither party may assign this agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold at its sole discretion. In the event this agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

In the event any provision of this agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this agreement and all such other provisions shall remain in full force and effect.

CLIENT'S REPRESENTATIONS AND WARRANTIES

The client represents and warrants to the appraiser that (1) the client has all right, power and authority to enter into this agreement; (2) the client's duties and obligations under this agreement do not conflict with any other duties or obligations assumed by the client under any agreement between the client and any other party; and (3) the client has not engaged the appraiser, nor will the client use the appraiser's appraisal report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This agreement represents the entire and integrated agreement between the client and the appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by a written instrument signed by both the client and the appraiser.

ATKINS

Member of the SNC-Lavalin Group

PROJECT BACKGOUND

This is a supplemental agreement to create a rendered 3-D model and one (1) PowerPoint of the 60% design submitted dated 12/22/2021 of the Destin Connector from Beach Drive to Bennington Drive redesign and a pond alternative. This is for additional scope not covered in the original scope dated 10/19/2020. From the models, images will be taken and placed into a PowerPoint presentation to be shown to the City of Destin Council.:

SUBMITTALS

The project tasks include the following two (2) submittals:

1. 60% Submittal 3D Rendering PowerPoint

TASK 1: 60% Submittal 3-D Rendering PowerPoint

ATKINS shall prepare a (1) PowerPoint which will show images taken from the rendered 3-D model of the 60% design submitted to the City of Destin Council on 12/22/2021.

Tasks include:

1. 3-D Rendering: Prepare one (1) high quality 3-D rendering using the 60% design submittal.
2. PowerPoint Presentation: Prepare one (1) PowerPoint presentation. The presentation will include the following:
    a. Perspective and birds-eye view images of the rendered 3D model (4 total images)

Deliverables: PowerPoint (1 PowerPoint, 1 PDF)

Project Assumptions and Services Not Included

Services authorized by City of Destin other than those specifically listed in this Scope of Services shall be considered Additional Services, for which the City shall compensate the Consultant based on an additional fee that is mutually agreed upon. Additional Services will include, but not be limited to, the following:

- Revised plan sets or details of the alternative pond design
- Irrigation plans
- Public meetings
- In-person meetings
- Park planning, programming, and design
- Hardscape, pedestrian facilities, and ADA access requirements

ATTACHMENT B

FEE SCHEDULE

ADDITIONAL DOCUMENTATION
Absent any title work being provided I will appraise the property assuming clear title with no defects that would alter the market value. I will appraise the undivided, fee simple interest only with no apportionment of interests.

DELIVERY DATE
I will deliver the report will be within 60 days of the notice to proceed assuming I receive the notice to proceed on or before April 3, 2022.

DELIVERY METHOD
Signed PDF

NUMBER OF COPIES
ONE

PAYMENT TO APPRAISER

Parcel 1	$ 6,500
Parcel 8	$ 9,500
Total	$16,000

Invoice will be submitted to the client by Hayes Consulting at the time of their next billing date following receipt of appraisal. Payment is due to Deal Consulting, PA within 30 days of Hayes Consulting receiving payment from the client.

WHEN APPRAISER'S OBLIGATIONS ARE COMPLETE
The appraiser's obligations pursuant to this agreement are complete when the appraisal report in the form specified in this agreement is delivered to the client pursuant to this agreement. The appraiser agrees to be responsive to the client's/reviewer's legitimate inquiries regarding the contents of the report after delivery.

It is my understanding G. Daniel Green, MAI/SRA will review these reports. This bid is null and void if the reviewer is changed or another reviewer is added.

CONFIDENTIALITY
The appraiser shall not provide a copy of the written appraisal reports, nor disclose the results of the appraisals, to any party other than the client unless the client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS
The appraiser may use employees or independent contractors to complete the assignment at the appraiser's discretion, unless otherwise agreed by the parties. Notwithstanding, the appraiser shall sign the written appraisal report and take full responsibility for the services provided as a result of this agreement.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Destin Connector from Beach Dr to Bennington Dr Redesign
County: Okaloosa
FPN: N/A
FAP No.: N/A

Consultant Name: Atkins
Consultant No.:
Date: 3/2/2022
Estimator: JBP

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Inspector	Secretary / Clerical	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$69.97	$46.34	$51.31	$52.03	$42.75	$27.29	$32.21	$39.13	$22.04	$19.90	$0.00	$0.00			
3. Project General and Project Common Tasks	26	22	0	6	0	0	0	0	0	0	0	0	0	28	$1,847	$65.97
25. Landscape Architecture Analysis	45	5	0	0	36	0	0	0	0	0	0	0	0	41	$2,223	$54.22
Total Staff Hours	73	27	0	6	36	0	0	0	0	0	0	0	0	69		
Total Staff Cost		$1,889.19	$0.00	$307.86	$1,873.08	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$4,070.13	$58.99
														Check =	$4,070.13	

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:				$4,070.13
OVERHEAD:	158.25%			$6,440.98
OPERATING MARGIN:	15.00%			$610.52
FCCM (Facilities Capital Cost Money):	0.19500%			$7.94
EXPENSES:	0.00%			$500.00
Survey (Field - if by Prime)	0	4-man crew days @	$ - / day	$0.00
TOTAL ESTIMATED FEE:				**$11,629.57**

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Project Activity 3: General Tasks

Estimator: John Fielding

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	8	8	Prepare presentation materials for additional council meeting
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	20	20	Meeting attendnace for PM and Drainage engineer. Travel time.
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					28	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					**28**	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.6 - List of Project Manager Meetings						
	Roadway Analysis	EA	0	0	0	
	Drainage	EA	0	2	0	
	Utilities	EA	0	0	0	
	Environmental	EA	0	0	0	
	Structures	EA	0	0	0	
	Signing & Pavement Marking	EA	0	0	0	
	Signalization	EA	0	0	0	
	Lighting	EA	0	4	0	
	Landscape Architecture	EA	0	4	0	
	Survey	EA	0	0	0	
	Photogrammetry	EA	0	0	0	
	ROW & Mapping	EA	0	2	0	
	Terrestrial Mobile LiDAR	EA	0	0	0	
	Architecture	EA	0	0	0	
	Noise Barriers	EA	0	0	0	
	ITS Analysis	EA	0	0	0	
	Geotechnical	EA	0	0	0	
	Re-eval Coordination	EA	0	8	0	
	Progress Meetings	EA	0	3	0	
	Phase Reviews	EA	0	4	0	
	Field Reviews	EA	0	0	0	
Total Project Manager Meetings			0		0	

Carries to 3.6

Notes:

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.**

Project Activity 25: Landscape Architecture Analysis

Estimator: Alyssa Garcia

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	0	0	0	Not included
25.2	Site Inventory and Analysis	LS	0	0	0	Not included
25.3	Planting Design	LS	0	0	0	Not included
25.4	Irrigation Design	LS	0	0	0	Not Included
25.5	Hardscape Design	LS	0	0	0	Not included
25.6	Plan Summary Boxes	LS	0	0	0	Not included
25.7	Cost Estimates	LS	0	0	0	Not included
25.8	Technical Specification Provisions	LS	0	0	0	Not included
25.9	Other Landscape Architecture	LS	1	40	40	3-D Rendering & image creation for the production of a PowerPoint slide deck. (40 hrs for 60% design, 20 hrs for pond alternative)
	Landscape Architecture Analysis Technical Subtota				**40**	
25.10	Outdoor Advertising	LS	0	0	0	Not included
25.11	Field Reviews	LS	0	0	0	Not included
25.12	Technical Meetings	LS	0	0	0	Not included
25.13	Quality Assurance/Quality Control	LS	%	5%	2	
25.14	Independent Peer Review	LS	%	0%	0	
25.15	Supervision	LS	%	3%	1	
	Landscape Architecture Analysis Nontechnical Subtota				**3**	
25.16	Coordination	LS	%	5%	2	
	25. Landscape Analysis Total				**45**	

Technical Meetings				
FDOT (kickoff, concept review)	EA	0	0	0
Maintaining Agency (cities, counties)	EA	0	0	0
Utility Owners	EA	0	0	0
Local Agency for Tree Removal	EA	0	0	0
Local Citizen Group(s)	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				**0**
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				**0**

Carries to 25.12

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

AMENDMENT NO. 4 TO

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF DESTIN AND ATKINS NORTH AMERICA, INC

THIS AMENDMENT is made and entered into this _20th_ day of July, 2022, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC.** (hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020, for professional consulting engineering services; and

NOW, THEREFORE, the **CITY** and the **CONSULTANT** further amend the agreement as follows:

1) Addition of Services:

   The Consultant shall modify the drainage design to accommodate required treatment and attenuation volumes for Pond 2 underground. Updates to Landscaping and Roadway plans are required to reflect the changes to the drainage design. Additional detail described in the Scope of Services (Attachment A).

2) Compensation and Schedule:

   The City shall pay $45,491.58 for the additional services as outlined in the Fee Schedule (Attachment B).

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

Lance Johnson, City Manager
City Manager

Attest to Signature:

Rey Bailey, City Clerk

ATKINS NORTH AMERICA, INC

Matthew A. Taylor,
Vice President, PE

ATTACHMENT A

SCOPE OF SERVICES

Amendment #4 Scope

This is a supplemental agreement, as requested by City Council on July 11th, 2022, to modify the proposed drainage design to accommodate underground treatment and attenuation for Pond 2. An underground chamber system will be used to achieve required treatment and attenuation volumes for Pond 2. Subsequent updates to component plan sets are also included, such as roadway and landscaping plans, in order to reflect the revised drainage design. Additional information as to items included in this effort are shown in the Fee Schedule, Attachment B.

Task Includes:

Drainage design updates
Drainage calculations updates
Drainage design report updates
Additional NWFWMD Pre-app meeting
NWFWMD Permit application updates
Roadway plan updates
Landscape plan updates
Revised quantities and cost estimate

Submittals:

The design submittals following this supplemental will include a resubmittal of the 90% design plans, 100% plans, and final plans. Schedule for these submittals is as follows:

Amendment #4 NTP – Start
90% Resubmittal – 60 Days
100% Plans – 60 days
Final Plans – 30 days
Total – 150 days following NTP

Assumptions and Exclusions

Pond 1 design will remain unchanged, only Pond 2 will be modified to provide underground treatment and attenuation.

Assumes Pond 2 will remain in original location per the Pond Siting Report and will be designed for loads per current design (i.e., open space with some fill, shared use path, loading for maintenance vehicle(s)). However, the chamber system may be able to support future planned park features as designed per the manufacturer's specifications.

Assumes stormsewer design will remain mostly unchanged as currently designed, except for minimal changes to outfalls and any additional inlets or pipes needed for the change to underground retention.

Does not include updating design, calculations, report or permit application for any future additional impervious area associated with the planned use of the area as a park (i.e., parking lot, basketball/tennis court, etc).

Landscape plans will be updated to accommodate the revised drainage design. Additional services that are not included as part of this updated effort are: 3-D modeling, irrigation plans, public meetings, park planning, programming, and design, hardscaping, outdoor advertisement negotiations and permitting.

ATTACHMENT B

FEE SCHEDULE

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Destin Connector from Beach Dr to Bennington Dr Redesign
County: Okaloosa
FPN: N/A
FAP No.: N/A

Consultant Name: Atkins
Consultant No.: enter consultants proj number
Date: 7/20/2022
Estimator: James Fa[illegible]

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Planner/ Sr. Scientist	Sr. Engineer	Sr. Landscape Architect	Project Engineer	Engineer Intern	Env. Specialist	Sr. Designer	Inspector	Secretary / Clerical	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$69.97	$4[illegible].34	$51.31	$52.0[illegible]	[illegible]	$27.20	$32.21	$39.13	$22.04	$19.90	$0.00	$0.00			
3. Project General and Project Common Tasks	44	22	0	13	0	9	0	0	0	0	0	0	0	44	$2,591	$58.89
5. Roadway Plans	96	10	0	49	0	39	0	0	0	0	0	0	0	96	$4,881	$49.81
6. Drainage Analysis	134	8	0	29	0	34	43	0	20	0	0	0	0	134	$5,457	$40.73
8. Environmental Permits, Compliance & Clearances	35	2	4	5	0	6	7	5	5	0	2	0	0	36	$1,426	$39.61
25. Landscape Architecture Analysis	6	0	0	0	2	0	0	0	2	0	0	0	0	4	$182	$45.58
26. Landscape Architecture Plans	28	1	0	0	11	2	3	0	11	0	0	0	0	28	$1,240	$44.29
Total Staff Hours	345	43	4	96	13	90	53	5	38	0	2	0	0	344		
Total Staff Cost		$3,008.71	$185.36	$4,925.76	$676.39	$3,847.50	$1,446.37	$161.05	$1,486.94	$0.00	$39.80	$0.00	$0.00		$15,777.88	$45.87
														Check =	$15,777.88	

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:					$15,777.88
OVERHEAD:		15[illegible]			$24,968.50
OPERATING MARGIN:		15[illegible]			$2,366.68
FCCM (Facilities Capital Cost Money):		[illegible]			$30.77
EXPENSES:		14[illegible]			$2,347.75
Survey (Field - if by Prime)	0	4-man crew days @	$	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					$45,491.58
Subconsultant: Southeastern					[illegible]
Subconsultant: Bagwell					$0.0[illegible]
Subconsultant: Tierra					$0.00
SUBTOTAL ESTIMATED FEE:					$45,491.58
Geotechnical Field and Lab Testing					[illegible]
SUBTOTAL ESTIMATED FEE:Optional Services					$45,491.58
GRAND TOTAL ESTIMATED FEE (FIXED FEE):					[illegible]
					$45,491.58

Project Activity 3: General Tasks

Estimator: James Park

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	8	8	Prepare presentation for new design options
3.1.9	Public Meeting Preparations	LS	1	6	6	Prepare for Council meeting to present design options
3.1.10	Public Meeting Attendance/Followup	LS	2	3	6	attendance at city council. 2 staff
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					20	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1		0	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1		0	
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic/Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	24	24	PM time, coordination. 3 hrs per week
3. Project Common and Project General Tasks Total					**44**	

Project Activity 5: Roadway Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet		0	0	0	update
5.2	Summary of Pay Items Including Quantity Input		Sheet		0	0	0	update
5.3	Drainage Map (Including Interchanges)		Sheet	1	6	1	6	update
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA		0		0	update 4 typical sections
5.4.2	Typical Section Details		EA		0		0	update
5.5	General Notes/Pay Item Notes		Sheet		0	0	0	update
5.6	Summary of Quantities		Sheet	2	6	2	12	update
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	N/A
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	N/A
5.9	Summary of Drainage Structures		Sheet	1	8	1	8	update/new structures & pipes for underground system
5.1	Optional Pipe/Culvert Material		Sheet		0	0	0	N/A
5.1	Project Layout		Sheet		0	0	0	Update
5.1	Plan/Profile Sheet		Sheet	10	2	10	20	Update plan/profile sheets
5.1	Profile Sheet		Sheet	0	0	0	0	N/A
5.14	Plan Sheet		Sheet	0	0	0	0	N/A
5.15	Special Profile		Sheet	0	0	0	0	N/A
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	N/A
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	N/A
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	N/A
5.19	Intersection Layout Details		Sheet		0	0	0	Update intersection layout for Roundabout
5.20	Special Details		EA	0	0		0	N/A
5.21	Drainage Structure Sheet (Per Structure)		EA	12	1		12	Update outfall structures and new structures for underground system
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	N/A
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	N/A
5.24	Lateral Ditch Cross Sections		EA	0	0		0	N/A
5.25	Retention/Detention Ponds Detail Sheet		Sheet	1	12	0	12	Update for underground system
5.26	Retention Pond Cross Sections		EA	12	0.5		6	Update for underground system
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	N/A
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	No need to update
5.29	Cross Sections		EA		0		0	Update cross sections
5.30	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	0	Update MOT Plans Sheets
5.31	Temporary Traffic Control Cross Section Sheets		EA		0		0	Update
5.32	Temporary Traffic Control Detail Sheets		Sheet		0	0	0	Update - includes typicals and notes
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	N/A
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	N/A
5.35	Erosion Control Plan		Sheet	1	5	1	5	Update
5.36	SWPPP		Sheet	2	2	2	4	Update
5.37	Project Network Control Sheet		Sheet	0	0	0	0	N/A
5.38	Environmental Detail Sheets		LS	0	0		0	N/A
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	N/A
	Roadway Plans Technical Subtotal					**17**	**85**	
5.40	Quality Assurance/Quality Control		LS	%	10%		9	
5.41	Supervision		LS	%	5%		4	
	5. Roadway Plans Total					**17**	**98**	

Project Activity 6: Drainage Analysis

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	N/A
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	N/A - Included in Drainage Documentation
6.3	Design of Cross Drains	EA	0	0	0	N/A
6.4	Design of Ditches	Per Ditch Mile	0	0	0	N/A
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	1	60	60	Update Pond 2 Design to underground facility
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	N/A
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	N/A
6.8	Design of Storm Drains	EA	12	2	24	Update/add new structures for underground facility
6.9	Optional Culvert Material	LS	0	0	0	N/A
6.10	French Drain Systems	Per Cell	6	0	0	N/A
6.11	Drainage Wells	EA	0	0	0	N/A
6.12	Drainage Design Documentation Report	LS	1	30	30	Update
6.13	Bridge Hydraulic Report	EA	0	0	0	N/A
6.14	Temporary Drainage Analysis	LS	0	0	0	MOT drainage analysis
6.15	Cost Estimate	LS	1	6	6	update
6.16	Technical Special Provisions	LS	1	0	0	N/A
6.17	Other Drainage Analysis	LS	1	0	0	N/A
	Drainage Analysis Technical Subtotal				**120**	
6.18	Field Reviews	LS	0	0	0	
6.19	Technical Meetings	LS	0	36	0	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	6	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	3%	4	
	Drainage Analysis Nontechnical Subtotal				**10**	
6.23	Coordination	LS	%	3%	4	
	6. Drainage Analysis Total				**134**	

Technical Meetings					
Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	0	0	0	
Agency	EA	0	0	0	
Local Governments (cities, counties)	EA	1	36	36	Destin Council meeting - from Orlando to Destin overnight
FDOT Drainage	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				**36**	
Progress Meetings (if required by FDOT)	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				**36**	

Carries to 6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 8: Environmental Permits

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	1	0	0	N/A
	Permits					
8.2	Complete Permit Involvement Form	LS	1	0	0	N/A
8.3	**Field Work**					
8.3.1	Pond Site Alternatives	LS	1	0	0	Updating existing ponds
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	N/A
8.3.3	Species Surveys	LS	1	0	0	Included in PD&E re-evaluation effort
8.3.4	Archeological	LS	1	0	0	N/A
8.4	Agency Verification of Wetland Data	LS	1	0	0	N/A
8.5	**Complete And Submit All Required Permit Applications**					
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	N/A
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	Not included, if required, an amendment will be required
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	N/A
8.7	Prepare USCG Permit Sketches	LS	1	0	0	N/A
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	N/A
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	N/A
8.10	Prepare Tree Permit Information	LS	1	0	0	N/A
8.11	Mitigation Design	LS	1	0	0	N/A
8.12	Mitigation Coordination and Meetings	LS	1	0	0	N/A
8.13	Other Environmental Permits	LS	1	24	24	update NWFWMD Stormwater Permit application

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Clearances/Reevaluations					
8.14	**Technical support to Department for Environmental Clearances and Reevaluations**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	See separate PD&E Re-evaluaiton effort
8.14.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.14.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.14.4	Essential Fish Habitat	LS	1	0	0	N/A
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.15	**Preparation of Environmental Clearances and Reevaluations**					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	N/A
8.15.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.15.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.16	Contamination Impact Analysis	LS	1	0	0	N/A
8.17	Asbestos Survey	LS	1	0	0	N/A
	Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal				**24**	
8.18	Technical Meetings	LS	1	8	8	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	1	
8.20	Supervision	LS	%	3%	1	
	Environmental Permits, Compliance and Clearances Nontechnical Subtotal				**10**	
8.21	Coordination	LS	%	3%	1	
	8. Environmental Permits, Compliance and Clearances Total				**35**	

Technical Meetings					
WMD	EA	1	8	8	will need another pre-app meeting for changed design concept
NMFS	EA	0	0	0	
ACOE	EA	0	0	0	
USCG	EA	0	0	0	
USFWS	EA	0	0	0	
FFWCC	EA	0	0	0	
FDOT	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				**8**	
Progress Meetings	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				**8**	

Carries to 8.18

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 25: Landscape Architecture Analysis

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign
N/A

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
25.1	Data Collection	LS	1	0	0	
25.2	Site Inventory and Analysis	LS	1	0	0	
25.3	Planting Design	LS	1	2	2	redesign of pond 2 area
25.4	Irrigation Design	LS	1	0	0	
25.5	Hardscape Design	LS	1	0	0	
25.6	Plan Summary Boxes	LS	1	0	0	
25.7	Cost Estimates	LS	1	0	0	
25.8	Technical Specification Provisions	LS	1	0	0	N/A
25.9	Other Landscape Architecture	LS	1	0	0	N/A
Landscape Architecture Analysis Technical Subtotal					**2**	
25.10	Outdoor Advertising	LS	1	0	0	N/A
25.11	Field Reviews	LS	1	0	0	
25.12	Technical Meetings	LS	2	1	2	
25.13	Quality Assurance/Quality Control	LS	%	5%	1	
25.14	Independent Peer Review	LS	%	0%	0	
25.15	Supervision	LS	%	3%	0	
Landscape Architecture Analysis Nontechnical Subtotal					**3**	
25.16	Coordination	LS	%	5%	1	
25. Landscape Analysis Total					**6**	

Project Activity 26: Landscape Architecture Plans

Estimator:

Destin Connector from Beach Dr to Bennington Dr Redesign

N/A

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
26.1	Key Sheet		Sheet	1	0	0	0	
26.2	Tabulation of Quantities		Sheet	1	0	0	0	
26.3	General Notes		Sheet	1	0	0	0	
26.4	Tree and Vegetation Inventory, Protection and Relocation Plans		Sheet	1	0	0	0	
26.5	Planting Plans For Linear Roadway Projects		Sheet	2	12	2	24	2 revised plans for Pond 2 area
26.6	Planting Plans (Interchanges and Toll Plazas)		Sheet	1	0	0	0	
26.7	Planting Details and Notes		Sheet	1	0	0	0	
26.8	Irrigation Plans for Linear Roadway Project		Sheet	1	0	0	0	
26.9	Irrigation Plans for Interchange and Toll Plazas		Sheet	1	0	0	0	
26.10	Irrigation Details and Notes		Sheet	1	0	0	0	
26.11	Hardscape Plans		Sheet	1	0	0	0	
26.12	Hardscape Details and Notes		Sheet	1	0	0	0	
26.13	Maintenance Plan		Sheet	1	0	0	0	
26.14	Cost Estimate		LS	1	2	0	2	
Landscape Architecture Plans Technical Hours Subtotal						**2**	**26**	
26.15	Quality Assurance/Quality Control		LS	%	5%		1	
26.16	Supervision		LS	%	3%		1	
26. Landscape Architecture Plans Total						**2**	**28**	

AMENDMENT NO. 5 TO

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF DESTIN AND ATKINS NORTH AMERICA, INC.

THIS AMENDMENT is made and entered into this the 29th day of APRIL, 2024, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC. (ATKINSREALIS USA INC),** (hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020, for professional consulting engineering services; and

NOW, THEREFORE, the **CITY** and the **CONSULTANT** further amend the agreement as follows:

1. Addition of Services:

   The Consultant shall analyze and document changes that have occurred to the proposed project, the project study area, circumstances, regulations, and/or environmental impacts since the approval of the *Destin Cross Town Connector Environmental Impact Report* (EIR) Signed by the City in September 2020. The analysis of changes shall be in accordance with Part 1, Chapter 13 of the Florida Department of Transportation (FDOT) *Project Development and Environment (PD&E) Manual*. Additional detail is described in the Scope of Services (Attachment A).

2. Compensation and Schedule:

   The City shall pay a fixed fee of $110,370.50 for the additional services as outlined in the Fee Schedule (Attachment B). Invoicing will be monthly on a percent complete basis.

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

4/29/2024

Mr. Louis Zunguze
City Manager

Attest to Signature:

Rey Bailey, City Clerk

ATKINS NORTH AMERICA, INC.

(ATKINS REALIS USA INC.)

4/26/2024

Matthew A. Taylor, PE
Vice President

ATTACHMENT A

SCOPE OF SERVICES

Amendment #5 Scope

This is a supplemental agreement, as requested by City Council on April 15, 2024, to prepare a Design Change and Construction Advertisement Re-evaluation for the changes in impacts that have occurred since the *Destin Cross Town Connector Environmental Impact Report* was signed by the City in September 2020. This task requires identification and analysis of the changes in project design and the impacts on the social, cultural, natural and physical environment located in the project study area.

This task includes:

1. Description of major design changes and their anticipated affects including but not limited to:
    a. A new project description of the project being advanced to construction.
    b. Changes in applicable laws or regulations
    c. Evaluation of major design changes
    d. Public involvement activities conducted since completion of PD&E
    e. Project planning consistency
    f. Changes in right-of-way needs
    g. Assessment of any changes in impacts to the following environmental issues:
        i. Social Environment (social, economic, land use, mobility, aesthetics, relocations)
        ii. Cultural Resources (archeological and historic resources, recreation)
        iii. Natural Resources (wetlands, essential fish habitat, wildlife and habitat, floodplains, water resources)
        iv. Physical Resources (noise environment, air quality, construction impacts, contamination)
    h. Commitment Status
    i. Status of permits

Coordination will occur as needed with the City of Destin, the FDOT District 3, the State Historic Preservation Office, the Northwest Florida Water Management District, the US Fish and Wildlife Service, and the Florida Fish and Wildlife Conservation Commission.

Submittals:

FDOT Reevaluation Form, ***shown in Figure 13-1 of the PD&E Manual, Part 1, Chapter 13,*** with supporting Technical Memoranda Attachments

Cultural Resources Assessment Survey Update

Assumptions:

No additional public involvement is required for this re-evaluation, however, the City will provide summaries of City Council meetings involving the proposed project that occurred since the EIR was approved in September 2020.

Project documentation will be prepared in accordance with the FDOT Re-evaluation form found in the FDOT's PD&E Manual, Part 1, Chapter 13.

No further traffic analysis is required.

The City will review and approve the Design Change and Construction Advertisement Re-evaluation.

ATTACHMENT B

FEE SCHEDULE

PROJECT DEVELOPMENT & ENVIRONMENT
PROJECT DATA

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Enter project name and description
County: Enter name of county
FPN: 123456-7-89-10
FAP No.: 5432)

Consult. Name: Atkins
Consult. No. enter consultants proj. number
Date: 4/23/2024
Estimator: Cathie Cash

Staff Classification	Total Staff Hours From 'SH Summary - Form'	Project Manager	Sr Planner	Sr Scientist	Prj Engineer	Env Specialist	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$69.92	$46.34	$46.34	$40.53	$32.21	$0.00	$0.00	$0.00	$0.00	$0.00	$10.00	$0.00			
Project General & Project Common Tasks	282	106	172	0	0	4	0	0	0	0	0	0	0	282	$15,511	$55.00
Public Involvement	47	0	47	0	0	0	0	0	0	0	0	0	0	47	$2,178	$46.34
Engineering Analysis & Report	57	4	4	0	19	30	0	0	0	0	0	0	0	57	$2,201	$38.62
Environmental Analysis & Reports	400	0	64	91	0	245	0	0	0	0	0	0	0	400	$15,034	$37.69
Environmental Document	81	0	50	0	0	31	0	0	0	0	0	0	0	81	$3,316	$40.93
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	867	110	337	91	19	310	0	0	0	0	0	0	0	867		
Total Staff Cost		$7,691.20	$15,616.58	$4,216.94	$770.07	$9,985.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Check =	$38,279.89	$44.15

Survey Field Days by Subconsultant

4 - Person Crew:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
3. Enter the rate for each classification in Row 9.

SALARY RELATED COSTS:				$38,279.89
OVERHEAD:		158.25%		$60,577.93
OPERATING MARGIN:		15.00%		$5,741.98
FCCM (Facilities Capital Cost Money):		0.20%		$74.65
EXPENSES:		14.88%		$5,696.05
SALARY RELATED SUBTOTAL:				**$110,370.50**
Survey (Field - if by Prime)	0.00	4-man crew days @ $ -	/ day	$0.00
SUBTOTAL - PRIME				**$110,370.50**
Subconsultant: Enter Name Sub 1				$0.00
Subconsultant: Sub 2				$0.00
Subconsultant: Sub 3				$0.00
Subconsultant: Sub 4				$0.00
Subconsultant: Sub 5				$0.00
Subconsultant: Sub 6				$0.00
Subconsultant: Sub 7				$0.00
Subconsultant: Sub 8				$0.00
Subconsultant: Sub 9				$0.00
Subconsultant: Sub 10				$0.00
Subconsultant: Sub 11				$0.00
Subconsultant: Sub 12				$0.00
SUBTOTAL ESTIMATED FEE:				**$110,370.50**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$110,370.50**

AMENDMENT NO. 6 TO

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN CITY OF DESTIN AND ATKINS NORTH AMERICA, INC

THIS AMENDMENT is made and entered into this _____ day of February, 2025, by and between the **CITY OF DESTIN** (hereinafter referred to as "CITY") and **ATKINS NORTH AMERICA, INC. (ATKINSREALIS USA INC), (**hereinafter referred to as "CONSULTANT"), to extend and amend the professional engineering services agreement dated October 19, 2020, for professional consulting engineering services; and

NOW, THEREFORE, the **CITY** and the **CONSULTANT** further amend the agreement as follows:

1) Addition of Services:

   The Consultant shall provide an update to the 100% plans incorporating design changes to make the eastbound sidewalk along the Cross Town Connector SUN Trail compliant. Additional details described in the Scope of Services (Attachment A).

2) Compensation and Schedule:

   The City shall pay a fixed fee of $18,848.56 for the additional services as outlined in the Fee Schedule (Attachment B). Invoicing will be monthly on a percent complete basis.

IN WITNESS WHEREOF, the City and Consultant, through their duly authorized representative, execute this Amendment.

CITY OF DESTIN

_____
Larry Jones
City Manager

ATKINS NORTH AMERICA, INC

(ATKINSREALIS USA INC.)

_____
Matthew A. Taylor,
Vice President, PE

Attest to Signature:

_____

Rey Bailey, City Clerk

ATTACHMENT A

SCOPE OF SERVICES

AtkinsRéalis

Scope of Services

Amendment 6 – SUN Trail

PROJECT BACKGROUND

This is a supplemental agreement to revise the 100% plans of the Destin Connector from Beach Drive to Benning Drive to include changes necessary for SUN Trail compliance.

SUBMITTALS

The tasks included with this amendment are the following:

1. Final Plans Update
2. Cost estimate

TASK 1: Final Plans

AtkinsRéalis will revise the 100% plans to make the sidewalk along the south side of the Destin Connector SUN Trail compliant. Design elements

1. Design Updates: Update design elements for SUN Trail compliance. The master design file will be updated to show a 12’ shared use path instead of the current 10’ shared use path, and design elements from the component sets will also be updated to accommodate the 12’ shared use path.
    a. Roadway Design File
    b. Typical Sections
    c. Signing and Marking Design File
    d. Landscaping
    e. Drainage
    f. Lighting
    g. Quantities

2. Plans Updates: Update the plans based on the design file changes for the 12’ shared use path.
    a. Roadway plan sheets
    b. Special Profiles
    c. Typical section sheets
    d. Cross sections
    e. Drainage cross-sections
    f. Signing and marking plans
    g. Landscaping Plans

h. Lighting
i. Summary of quantities

TASK 2: Cost Estimate

3. AtkinsRéalis will update the construction cost estimate based on the updated quantities and the current unit prices.

Project Assumptions and Services Not Included

- No additional survey will be required.
- No permit modification required for NWFWMD
- No modification to City's Major Subdivision/DO permits

ATTACHMENT B

FEE SCHEDULE

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Destin Cross Town Connector
County:
FPN:
FAP No.:

Consultant Name: AtkinsRéalis
Consultant No.:
Date: 2/6/2025
Estimator: JBP

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Engineer	Engineer	Designer									SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$77.00	$68.00	$39.00	$48.00											
3. Project Common and Project General Tasks	8	8	0	0	0	0	0	0	0	0	0	0	0	8	$616	$77.00
4. Roadway Analysis	43	2	22	10	9	0	0	0	0	0	0	0	0	43	$2,472	$57.49
5. Roadway Plans	20	1	10	5	4	0	0	0	0	0	0	0	0	20	$1,144	$57.20
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	6	0	3	3	0	0	0	0	0	0	0	0	0	6	$321	$53.50
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits,and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	4	0	1	2	1	0	0	0	0	0	0	0	0	4	$194	$48.50
20. Signing & Pavement Marking Plans	6	0	2	2	2	0	0	0	0	0	0	0	0	6	$310	$51.67
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	2	0	2	0	0	0	0	0	0	0	0	0	0	2	$136	$68.00
24. Lighting Plans	6	0	6	0	0	0	0	0	0	0	0	0	0	6	$408	$68.00
25. Landscape Analysis	7	0	7	0	0	0	0	0	0	0	0	0	0	7	$476	$68.00
26. Landscape Plans	12	0	12	0	0	0	0	0	0	0	0	0	0	12	$816	$68.00
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	114	11	65	22	16	0	0	0	0	0	0	0	0	114		
Total Staff Cost		$847.00	$4,420.00	$858.00	$768.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$6,893.00**	**$60.46**

Check = $6,893.00

SALARY RELATED COSTS:					$6,893.00
OVERHEAD:		158%			$10,908.17
OPERATING MARGIN:		15%			$1,033.95
FCCM (Facilities Capital Cost Money):		0.195%			$13.44
EXPENSES:		0.00%			$0.00
Survey (Field - if by Prime)	0	4-person crew days @	$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					**$18,848.56**
Subconsultant: Enter Name Sub 1					$0.00
SUBTOTAL ESTIMATED FEE:					**$18,848.56**
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$18,848.56**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$18,848.56**

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

ITEM # 2025-773

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 6/18/2025

SUBJECT: FY 2024 Edward Byrne Grant Funding 51% Letters of Support

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: This is the standard letter of support we provide each year.

IV. RECOMMENDED MOTION: I move that the City Council authorize the mayor to sign and submit the 2024 Edward Byrne Memorial Letter of Support.

Attachments:

1. Letter of Support

Office of the Mayor

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | Fax: 850-837-3267 | www.cityofdestin.com

July 7, 2025

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Department of Law Enforcement
Post Office Box 1489
Tallahassee, Florida 32302-1489

Dear Mr. Menacof:

In compliance with the State of Florida Rule 11D-9, F.A.C., the City of Destin approves distribution of $70,042 of Federal Fiscal Year 2024 Edward Byrne Memorial JAG Program funds for the following projects within Okaloosa County:

Recipient (City/Town/County)	Project Purpose	Dollar Amount (Federal Funds)
Okaloosa County	Mini Shield Carrier System	$ 4,065.00
Okaloosa County	Body Armor Upgrade	$12,400.00
Okaloosa County	Child Safety Matters	$20,000.00
Okaloosa County	Supervised Visitations and Monitored Exchanges	$20,000.00
City of Valparaiso	Slow It Down	$13,577.00
	Total Allocation	**$70,042.00**

Sincerely,

Bobby Wagner, Mayor
City of Destin

ITEM # 2025-798

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.E.

TO: City Council

THRU: Rey Bailey, City Clerk

FROM: Kimberly Montgomery, Deputy City Clerk

DATE: 06/26/2025

SUBJECT: Destin Rodeo Run 5k Run/Walk - October 5, 2025

I. BACKGROUND: The Roadrunners Club of America & it's members (The Northwest Florida Track Club, Inc.) is requesting use of City ROW for their annual 5k run/walk on October 5, 2025.

II. DISCUSSION: The Northwest Florida Track Club, Inc. is requesting use of city streets (ROW) to hold their Annual Destin 5k Rodeo Run on Sunday, October 5, 2025. The Okaloosa County Sheriff's Office, Okaloosa County EMS, and the Destin Fire Control District have all been notified and have pledged their support for this request.

A. Link to Strategic Goals / Objectives:

- Enhance Quality of Life.
- Enhance the City's Recreational Services.

B. Effect on Budget (EOB): The City of Destin shall not incur any expense or revenue as a result of this request.

C. Level of Service (LOS): There is no staff requirement for this request.
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION: All related and required documentation has been submitted and approved for legal sufficiency by both the City Attorney and the Risk Manager. Staff recommends approval of this request.

IV. RECOMMENDED MOTION: I move to approve the request for use of City Streets for the Annual Destin Rodeo Run 5k Run/Walk on October 5, 2025.

Attachments:

1. 2025 Rodeo Run 5K Package

CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Northwest Florida Track Club

Type of Event: Rodeo Run 5K (run/walk)

Date(s) of Event: Oct 5, 2025

Location of Event: Leonard Destin Park

1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**) provided: Yes: _X__ ***This is required.*** Date on which provided: 4/28/25

2.* Hold Harmless **(Signed Original)** provided: Yes: _X__ ***This is required.*** Date on which provided: 4/28/25

3.** Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes _____ No ____ Date written permission granted: N/A

4.** Local law enforcement services requested: Yes X ***This is required.*** Law enforcement officer contacted: Captain Fulghum

5.** Destin Fire Control District contacted: Yes X ***This is required.*** Person contacted: Matt Taylor

6.** Okaloosa County Emergency Medical Services contacted: Person contacted: Patrick Maddox Yes X ***This is required***

7. Please provide map of race route(s).

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event: The course will be marked with a non-permanent flour type material that will wash off the pavement. The volunteers at the water stop will pick up all cups. Signage will be picked up after the run to reuse at other events.

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: We will park at Clement Taylor Park.
Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense

10. City Park Permit needed: Yes X No___ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? There will not be any excessive noise.

(Requester's or Acting Agent's Signature)

* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**

** **Provide the City a written acknowledgement/concurrence from the agency.**

HOLD HARMLESS AGREEMENT

The Northwest Florida Track Club agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Rodeo Run 5K to be held on Sept 29, 2024.

In addition, the Northwest Florida Track Club agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than $2,000,000.00.

Northwest Florida Track Club
(Corporate Name)

Signature of President

Andrew M. Crete, President
Print name and print President next to name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 23 day of April 2025 by Andrew Crete who is personally known by me _____ or has produced identification ✓ Type of Identification: FLDL.

Signature of Notary Taking Acknowledgement (Seal)

YU-MING BABULA
MY COMMISSION # HH 422246
EXPIRES: Aug. 16, 2027

Yu Ming Babula
Printed name of Notary Taking Acknowledgement

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2025

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 Insurance Management Group 9610 Lima Road, Suite 102 Fort Wayne IN 46818	**CONTACT NAME:** Tabitha Messersmith **PHONE (A/C, No, Ext):** (260) 338-2434 **FAX (A/C, No):** (765) 664-0761 **E-MAIL ADDRESS:** tmessersmith@insmgt.com
INSURED Road Runners Club of America/2025 and Its Member Clubs 100 W Jefferson St., Ste 202 Falls Church VA	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Granite State Insurance Company — 23809 **INSURER B:** National Union Fire Insurance Company of Pittsburgh, PA — 19445 **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 2025 $2M AI Liability **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 [X] Legal Liability Participant $2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per Event Basis			AIL0003450335201	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 Abuse and Molestation	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 5,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AIL0003450335201	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 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Medical Professional Liability			AID0003450335801	12/31/2024	12/31/2025	Medical Expense	$10,000

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

City of Destin, FL IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
DATE OF EVENT(S): 10/05/25 Rodeo Run 5K
INSURED RRCA CLUB/EVENT MEMBER: Northwest Florida Track Club, Att'n: Brian McMahon, PO Box 911, Shalimar FL 32579
Attached: KRGL56

CERTIFICATE HOLDER	CANCELLATION
10/05/25 City of Destin 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** Terry R. Dilley

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ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: 12/31/2024
Forms a part of Policy No.: AIL0003450335201

ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) of the types indicated by an "x" in any boxes shown below, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations; or
2. you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased, rented or loaned to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to an additional insured owner and/or lessor of premises, this insurance does not apply to:

1. An "occurrence" or offense which takes place after you cease to be a tenant in possession of the subject premises.
2. "Bodily injury" or "property damage" arising out of:
   a. Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of premises;
   b. Any design defect or structural maintenance of the premises; or
   c. Any premises defect.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Schedule of Additional Insureds:

- [X] Owners and/or Lessors of the premises leased, rented or loaned to you
- [X] Sponsors
- [X] Co-Promoters
- [X] Any individual person(s) or organization(s) listed below:

  Coaches, Officials and Volunteers are additional insureds but only while acting within the scope of their duties for the insured (others by request and endorsement, subject to underwriting approval).

All other terms and conditions of the policy remain the same.

Scott Lunsford
Authorized Representative

From: Patrick Maddox [mailto:pmaddox@myokaloosa.com]
Sent: Monday, April 21, 2025 10:23 AM
To: 'Brian M.'
Cc: Tamara Adams; Kevin Kirkpatrick; 'Joseph J. Fulghum'; Darrel Welborn
Subject: RE: Upcoming Run in Destin

Good Morning Brian,

Public Safety has no objections, but the S/O will have questions regarding number of runners and the safe crossing or roadways. I have copied them here.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, Fl. 32578
(850) 651-7150
pmaddox@myokaloosa.com

From: Brian M. <btexpress@cox.net>
Sent: Monday, April 21, 2025 10:19 AM
To: Patrick Maddox <pmaddox@myokaloosa.com>
Subject: Upcoming Run in Destin

Mr. Maddox,
The Northwest Florida Track Club (NWFTC) is planning its annual Rodeo Run 5K to be held Sunday Oct 5, 2025 at 0800 hours.
The run will last approximately 1 hour.
As part of the permitting process, we need your approval.
The run will start and finish at Clement Taylor Park on Calhoun Ave, run along Calhoun and Cross streets.
The map is attached.
The roads will not be closed and all participants will be briefed to yield to emergency vehicles.
If we have an emergency, we will call 911.
Please reply to this email with your approval or call me if you have any questions.

Brian McMahon
Race Coordinator, NWFTC
850-582-5273

From: Joseph J. Fulghum [mailto:jfulghum@sheriff-okaloosa.org]
Sent: Thursday, April 24, 2025 3:08 PM
To: Brian M.
Cc: Tamra L. Cokonougher
Subject: Re: Upcoming Run in Destin

Your event is approved by OCSO

Sent from my iPhone

On Apr 21, 2025, at 10:17 AM, Brian M. <btexpress@cox.net> wrote:

Captain Fulghum,

Once again, we are starting to plan for our annual Rodeo Run 5K.
As you know, part of Destin's permitting process is to get approval from the Sheriff's Office.
I worked with you the last few years.
This year, the race date is Sunday, Oct 5, 2025, 8:00 start on Calhoun Ave and finishing at Clement Taylor Park.
We will use the same route as every other year; Calhoun to Cross to Calhoun to a turnaround, then back to the park.
Please reply to this email as your concurrence and I will include it with my permit application.
Thank you in advance,
Brian McMahon
850-582-5273

From: Matt Taylor [mailto:MTaylor@destinfire.com]
Sent: Monday, April 28, 2025 3:01 PM
To: Brian M.
Cc: Mike Landis; Justin Blixt; Jeff Anderson
Subject: FW: Upcoming running event in Destin

Brian,

Thank you for notifying the Destin Fire Control District of the Annual Rodeo Run 5K on Sunday Oct 5, 2025 at 0800am. The appropriate shift has been copied on this e-mail.
Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.
Have a great run and if you need any other assistance, please contact me.
This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413

From: Brian M. [mailto:btexpress@cox.net]
Sent: Monday, April 28, 2025 8:36 AM
To: Matt Taylor
Subject: FW: Upcoming Run in Destin

Matt,
I'm not sure if you saw this original request.
I need your approval to submit my permit request to City of Destin.
Brian

From: Brian M. [mailto:btexpress@cox.net]
Sent: Monday, April 21, 2025 10:21 AM
To: Matt Taylor
Subject: Upcoming Run in Destin

Mr. Taylor,
The Northwest Florida Track Club (NWFTC) is planning its annual Rodeo Run 5K to be held Sunday Oct 5, 2025 at 0800 hours.
The race will last about 1 hour.
As part of the permitting process, we need your approval.
The run will start and finish at Clement Taylor Park on Calhoun Ave, run along Calhoun and Cross streets.
The map is attached.
The roads will not be closed and all participants will be briefed to yield to emergency vehicles.
If we have an emergency, we will call 911.
Please reply to this email with your approval or call me if you have any questions.

Brian McMahon
Race Coordinator, NWFTC
850-582-5273

From: Lisa Firth
To: Kim Montgomery
Cc: Rey Bailey
Subject: Re: 2025 Rodeo Run Request
Date: Thursday, June 26, 2025 1:19:20 PM

Yes if needed is correct

Get Outlook for iOS

From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Thursday, June 26, 2025 10:00:31 AM
To: Lisa Firth <lfirth@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>
Subject: RE: 2025 Rodeo Run Request

Hey Lisa,

Please acknowledge by replying to this email that you are ok with the Rodeo Run starting and stopping at the Leonard Destin Park instead of Clement Taylor if it is under construction on this date. I need to finalize the agenda item for the 7/7 Council Packet. See KK's email below.

-Kim

From: Kimberly Kopp <kkopp@romanokopplaw.com>
Sent: Tuesday, June 24, 2025 11:03 AM
To: Kim Montgomery <kmontgomery@cityofdestin.com>
Cc: Jamie Haynes <jhaynes@cityofdestin.com>; Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>
Subject: Re: 2025 Rodeo Run Request

I agree about the location but will let Lisa weigh in on that
Sent from my iPhone

> On Jun 23, 2025, at 2:53 PM, Kim Montgomery <kmontgomery@cityofdestin.com> wrote:
>
> Good evening ladies,
>
> Please review and respond back with your comments. I am almost positive that the start location will need to change to Leonard Destin Park because of Clement Taylor reconstruction, but I can make the necessary updates to the PDF. The requester is aware.

From: Jamie Haynes
To: Kim Montgomery; Kimberly Kopp
Cc: Rey Bailey; Sharon Gardner; Lisa Firth
Subject: RE: 2025 Rodeo Run Request
Date: Tuesday, June 24, 2025 3:41:59 PM
Attachments: image001.png

Approved from the risk side.

Thanks!

Jamie



From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Monday, June 23, 2025 4:53 PM
To: Kimberly Kopp <kkopp@romanokopplaw.com>; Jamie Haynes <jhaynes@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Lisa Firth <lfirth@cityofdestin.com>
Subject: 2025 Rodeo Run Request
Importance: High

Good evening ladies,

Please review and respond back with your comments. I am almost positive that the start location will need to change to Leonard Destin Park because of Clement Taylor reconstruction, but I can make the necessary updates to the PDF. The requester is aware.

Thanks,
-Kim

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. **Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $21.00 per hour after the first 15-minutes; for time spent on research.**


PEACOCK'S POINT DR
BAY CT
CALHOUN AVE
BAY CT
BAY CT
VINTAGE CIR
FOURTH ST
CROSS CT
CROSS ST
SIBERT AVE
HANNAH CT
Marler Bayou
STAHLMAN AVE
CARTER LN
HICKORY ST
BAY OAKS CT
WINTON CT
DRIFTWOOD LN
PARK CT
BENNING DR
GRAND OAKS WAY
FLETCHER WAY
WILLOW ST
CALHOUN AVE
KELLY
FLAMINGO DR
PINE ST
REDDIN-BRUNSON RD
PRIMROSE LN
JUANITA AVE
FLESHMAN DR
ANDERSON DR
SNAPPER DR
SIBERT AVE
FOREST ST
RIDGE WOOD CIR
EVERGREEN CIR
MALTEZOS ST
LAN ROB LN
PRIMROSE CIR
RUE DE ETRETAT
DOLPHIN ESTATES CT
SAILFISH CIR
SAILFISH DR
SNAPPER DR
STAHLMAN AVE
Capt. Leonard Destin Pier
START FINISH
ZERBE ST
COMMERCE DR
AZALEA DR
PALMETTO ST
SUMMIT DR
MARLER ST
MARLER ST
PELICAN PL
EGRET CT
REDBIRD LOOP
MELVIN ST
SEA HILLS DR
BENNING DR
MOUNTAIN DR
MIRACLE STRIP PKWY
HARBOR BLVD
BENNING DR
HARBOR B
Destin Harbor
GULF SHORE

ITEM # 2025-797

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.F.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Kimberly Montgomery, Deputy City Clerk

DATE: June 26, 2025

SUBJECT: Destin Fishing Museum Foundation, Inc. - 5k Mullet Run/Walk September 28, 2025

I. BACKGROUND: The Destin Fishing Museum Foundation, a.k.a. Destin History & Fishing Museum is requesting use of city streets to hold the Annual 5k Mullet Run/Walk on Sunday, September 28, 2025. The Okaloosa County Sheriff's Office, Okaloosa County EMS, and the Destin Fire Control District have all been notified and have pledged their support for this request.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

- Enhance Quality of Life.
- Enhance the City's Recreational Services.

B. Effect on Budget (EOB): The City of Destin shall not incur any expense or revenue as a result of this request.

C. Level of Service (LOS): There is no staff requirement for this request.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: All related and required documentation has been submitted and approved for legal sufficiency by both the City Attorney and the Risk Manager. Staff recommends approval of this request.

IV. RECOMMENDED MOTION: I move to approve the Destin Fishing Museum Foundation, Inc. request for use of city streets to hold their Annual 5k Mullet Run/Walk on

ITEM # 2025-797

Sunday, September 28, 2025.

Attachments:

1. Destin H&FM 2025 req.

Destin Fishing Museum Foundation, Inc.

CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

a.k.a.

Name of Organization: Destin History and Fishing Museum

Type of Event: 5K Run and Walk

Date(s) of Event: 9/28/25

Location of Event: Destin Brewery - 505 Mountain Dr.

1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**) provided: Yes: ✓ ***This is required.*** Date on which provided: 5/13/25

2.* Hold Harmless **(Signed Original)** provided: Yes: ✓ ***This is required.*** Date on which provided: 5/29/25

3.** Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes ____ No ✓ Date written permission granted: N/A

4.** Local law enforcement services requested: Yes ✓ ***This is required.*** Law enforcement officer contacted: Joseph Fulgham

5.** Destin Fire Control District contacted: Yes ✓ ***This is required.*** Person contacted: Matt Taylor

6.** Okaloosa County Emergency Medical Services contacted: Person contacted: Patrick Maddox Yes ✓ ***This is required***

7. Please provide map of race route(s).

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event: We have a crew to remove all signage, trash, and anything related to the race

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: Destin Brewery

Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense

10. City Park Permit needed: Yes ___ No ✓ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? NO

A Williams

(Requester's or Acting Agent's Signature)

HOLD HARMLESS AGREEMENT

Destin Fishing Museum Foundation Inc. agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the 5K Mullet Run and Walk to be held on 9/28/25.

In addition, the Destin Fishing Museum Foundation Inc. agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than $2,000,000.00.

Destin Fishing Museum Foundation Inc.
(Corporate Name)

Tara Wixom Destin
Signature of President

Tara Wixom Destin President
Print name and print President next to name

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 19th day of June 2025 by Tara Wixom Destin who is personally known by me ~~or has produced identification~~ ~~Type of Identification:~~.

Signature of Notary Taking Acknowledgement

Lydia Gallup
Printed name of Notary Taking Acknowledgement

(Seal)

NOTARY PUBLIC STATE OF FLORIDA
LYDIA GALLUP
MY COMMISSION # HH 563166
EXPIRES: September 5, 2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2025

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 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

Foresite Sports, Inc.
DBA: Eventsured
3553 West Chester Pike #418
Newtown Square, PA 19073

CONTACT NAME: Eventsured Customer Service
PHONE (A/C, No, Ext): 888-882-5902 FAX (A/C, No):
E-MAIL ADDRESS: info@eventsured.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Houston Casualty Company	42374
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Destin Fishing Museum Foundation INC
Vivienne Williams
108 Stahlman Ave
Destin, FL 32541

COVERAGES **CERTIFICATE NUMBER:** TM433903 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		H24SE00172/TM433903	09/28/2025 12:01AM	09/29/2025 2:01AM	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							DEDUCTIBLE	$ 0
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Run/Fun Run/Race to be held on 09/28/2025 - 09/28/2025 with 200 attendees at City of Destin 4100 Indian Bayou Trail Destin, FL 32541. Additional Insureds include: City of Destin 4100 Indian Bayou Trail Destin, FL 32541; City of Destin
4100 Indian Bayou Trail
Destin FL, 32541.

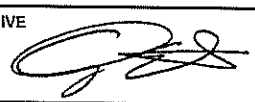
CERTIFICATE HOLDER

City of Destin
4100 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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POLICY NUMBER: H24SE00172/TM433903

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

City of Destin
4100 Indian Bayou Trail
Destin, FL 32541

Section II – Who Is an Insured is amended to include as an additional insured the person or entity shown in the Schedule, but only with respect to liability arising in that part of the

A. designated premises leased, licensed, or otherwise available to you and subject to the following additional exclusions:

1. This insurance does not apply to any loss, claim, "suit," cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from, or in any way related to:

   a. Any "occurrence" which takes place prior to your occupancy or after you cease to be a tenant on those premises or.

   b. Structural conditions, alterations, construction, demolition, maintenance, or other operations performed by or on behalf of the person or entity shown in the Schedule.

2. Coverage (including defense) is provided only to the extent that liability is created for an additional insured by the negligent acts, errors, or omissions of the Named Insured. If liability for injury or damage is imposed or sought to be imposed on any additional Insured because of the acts, errors, or omissions of any additional insured or any person or entity under the direction or control.

of any additional insurance, this insurance does not apply.

Coverage for an additional insured under this endorsement shall be excess. Any other insurance the additional insured has shall be primarily with respect to this insurance.

Except as provided herein, all other terms, conditions, provisions, exclusions, and endorsements of this policy remain the same and applicable.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Tami L. Cokonougher
Captain
Okaloosa County Sheriff's Posse
50 2nd Street
Shalimar, Florida 32579
(850) 259-3081

TCokonougher@sheriff-okaloosa.org
OCSOPosse@sheriff-okaloosa.org



From: Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>
Sent: Wednesday, May 21, 2025 7:19 AM
To: Tamra L. Cokonougher <tcokonougher@sheriff-okaloosa.org>
Cc: Brian M. Parkton <bparkton@sheriff-okaloosa.org>; vivienne@dhfm.org <vivienne@dhfm.org>
Subject: FW: DHFM 5K

[Quoted text hidden]
Please note that Florida has a broad records law. All work-related correspondence sent to or from this email address may be subject to public disclosure.
[Quoted text hidden]

Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org> Wed, May 21, 2025 at 7:42 AM
To: "vivienne@dhfm.org" <vivienne@dhfm.org>
Cc: "Brian M. Parkton" <bparkton@sheriff-okaloosa.org>, "Tamra L. Cokonougher" <tcokonougher@sheriff-okaloosa.org>

Ms. Williams,

Contingent upon your event not closing the roadway and all participants obeying pedestrian traffic laws, your event is approved by the Okaloosa County Sheriff's Office.

Joseph Jason Fulghum

Captain, East District

Okaloosa County Sheriff's Office

4300 E. Legendary Dr. Suite 250

Destin, Fl 32541

(850)613-2208

[Quoted text hidden]
[Quoted text hidden]

Brian M. Parkton <bparkton@sheriff-okaloosa.org> Wed, May 21, 2025 at 8:09 AM
To: "Tamra L. Cokonougher" <tcokonougher@sheriff-okaloosa.org>, "Joseph J. Fulghum" <jfulghum@sheriff-okaloosa.org>
Cc: "vivienne@dhfm.org" <vivienne@dhfm.org>

Copy all.

Joseph Jason Fulghum

Captain, East District

Okaloosa County Sheriff's Office

4300 E. Legendary Dr. Suite 250

Destin, Fl 32541

(850)613-2208

From: Vivienne Williams <vivienne@dhfm.org>
Sent: Thursday, May 15, 2025 7:28 PM
To: Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>; Brian M. Parkton <bparkton@sheriff-okaloosa.org>
Subject: DHFM 5K

WARNING: This E-Mail Originated Outside of the Sheriff's Office.

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]
We are committed to upholding the Constitution of the United States and the laws of Florida with excellence and integrity. We strive to reduce crime while providing fair and equal treatment for all. We are honored to serve and protect.

Vivienne Williams <vivienne@dhfm.org> Tue, May 20, 2025 at 3:48 PM
To: "Joseph J. Fulghum" <jfulghum@sheriff-okaloosa.org>
Cc: "Brian M. Parkton" <bparkton@sheriff-okaloosa.org>

Hello Everyone!

We will be leaving the roads open and the runners will comply with the pedestrian traffic laws. For the intersections along the route we have enough volunteers to cover them all. We were thinking it may be beneficial to have a posse member at the Kelly/Benning intersection and the Stahlman/Azalea intersection. We believe that these are the busiest intersections along the route. We will have directional signs and volunteers along the route to keep the runners on track. Please let me know if you have any questions or concerns.

Thank you!
Vivienne
[Quoted text hidden]

Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org> Wed, May 21, 2025 at 7:19 AM
To: "Tamra L. Cokonougher" <tcokonougher@sheriff-okaloosa.org>
Cc: "Brian M. Parkton" <bparkton@sheriff-okaloosa.org>, "vivienne@dhfm.org" <vivienne@dhfm.org>

Capt. Cokonougher,

Will the Posse be able to assist with Ms. Williams' request?

[Quoted text hidden]
[Quoted text hidden]

Tamra L. Cokonougher <tcokonougher@sheriff-okaloosa.org> Wed, May 21, 2025 at 7:33 AM
To: "Joseph J. Fulghum" <jfulghum@sheriff-okaloosa.org>
Cc: "Brian M. Parkton" <bparkton@sheriff-okaloosa.org>, "vivienne@dhfm.org" <vivienne@dhfm.org>

Yes sir, I will get it scheduled

Lieutenant Brian Parkton

Special Operations

Okaloosa County Sheriff's Office

50 2nd Street

Shalimar, Florida 32579

Office: 850-651-7400

bparkton@sheriff-okaloosa.org



From: Tamra L. Cokonougher <tcokonougher@sheriff-okaloosa.org>
Sent: Wednesday, May 21, 2025 7:34 AM
To: Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>
Cc: Brian M. Parkton <bparkton@sheriff-okaloosa.org>; vivienne@dhfm.org
Subject: Re: DHFM 5K

Yes sir, I will get it scheduled

[Quoted text hidden]
[Quoted text hidden]

Vivienne Williams <vivienne@dhfm.org> Wed, May 21, 2025 at 10:19 AM
To: "Brian M. Parkton" <bparkton@sheriff-okaloosa.org>
Cc: "Tamra L. Cokonougher" <tcokonougher@sheriff-okaloosa.org>, "Joseph J. Fulghum" <jfulghum@sheriff-okaloosa.org>

Hello!

Thank you everyone for your assistance with this process!

Capt. Cokonougher, I look forward to working again with you this year!

Thank you,
Vivienne Williams
[Quoted text hidden]

Gmail Vivienne Williams <vivienne@dhfm.org>

DHFM 5K

2 messages

Vivienne Williams <vivienne@dhfm.org>
To: mtaylor@destinfire.com
Thu, May 15, 2025 at 7:26 PM

Hello!

My name is Vivienne Williams. I am the Executive Director at the Destin History and Fishing Museum. We are planning our third 5K, the Mullet Run, on September 28 at 4pm. Per the city regulations they require that we reach out to you. Please let us know that you have this event on your calendar. If there are any issues please let us know. The route map is attached to this email. The race starts and ends at the Destin Brewery.

Thank you,

Vivienne

--
Vivienne Williams
Executive Director
Cell: 850 797 5560

DESTIN
HISTORY
&
FISHING
MUSEUM



2025 Mullet Run Race Route.jpg
231K

Matt Taylor <MTaylor@destinfire.com>
To: Vivienne Williams <vivienne@dhfm.org>
Cc: Permits and Inspections Division <permits@cityofdestin.com>, Mike Landis <MLandis@destinfire.com>, Justin Blixt <JBlixt@destinfire.com>, Jeff Anderson <JAnderson@destinfire.com>, Robert Anderson <randerson@destinfire.com>, Daniel Mills <dmills@destinfire.com>
Fri, May 16, 2025 at 7:12 AM

Vivienne,

Thank you for notifying the Destin Fire Control District of the **Mullet Run 5k run on September 28 at 4pm.** *The appropriate shift has been copied on this e-mail.*

Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.

Have a great run and if you need any other assistance, please contact me.

This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

Matt Taylor, Fire Marshal

Destin Fire Control District

Cell 850-685-3367

Office 850-837-8413

[Quoted text hidden]

Gmail Vivienne Williams <vivienne@dhfm.org>

DHFM 2025

2 messages

Vivienne Williams <vivienne@dhfm.org> Thu, May 15, 2025 at 7:29 PM
To: pmaddox@myokaloosa.com

Hello!

My name is Vivienne Williams. I am the Executive Director at the Destin History and Fishing Museum. We are planning our third 5K, the Mullet Run, on September 28 at 4pm. Per the city regulations they require that we reach out to you. Please let us know that you have this event on your calendar. If there are any issues please let us know. The route map is attached to this email. The race starts and ends at the Destin Brewery.

Thank you,

Vivienne

--

Vivienne Williams
Executive Director
Cell: 850 797 5560

DESTIN HISTORY & FISHING MUSEUM



2025 Mullet Run Race Route.jpg
231K

Patrick Maddox <pmaddox@myokaloosa.com> Thu, May 15, 2025 at 7:38 PM
To: Vivienne Williams <vivienne@dhfm.org>, Tamara Young Destin PIO <tyoung@cityofdestin.com>, Jason Fulghum <jfulghum@sheriff-okaloosa.org>, Darrel Welborn <dwelborn@myokaloosa.com>

Good Evening,

You will need to supply a traffic safety plan to OCSO (Capt. Fulghum copied here) along with estimated number of runners, hold-harmless agreement to the City, etc. Pending approval of those items, Public Safety will have no objection.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, Fl. 32578
(850) 651-7150

From:	Jamie Haynes
To:	Kim Montgomery; Kimberly Kopp
Cc:	Rey Bailey; Sharon Gardner
Subject:	RE: Destin History & Fishing Museum Mullet 5k Run/Walk
Date:	Tuesday, June 24, 2025 3:40:46 PM
Attachments:	image001.png

Approved from the risk side.

Thanks!

Jamie



From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Tuesday, June 24, 2025 10:38 AM
To: Kimberly Kopp <kkopp@romanokopplaw.com>; Jamie Haynes <jhaynes@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>
Subject: Destin History & Fishing Museum Mullet 5k Run/Walk
Importance: High

Hello ladies,

Here is another request for your review, for use of ROW, to be placed on the 7/7/25 Council agenda.

Thanks,
-Kim

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. **Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $21.00 per hour after the first 15-minutes; for time spent on research.**

To: Kim Montgomery
Subject: RE: Destin History & Fishing Museum Mullet 5k Run/Walk
Date: Thursday, June 26, 2025 10:25:43 AM

From: Kimberly Kopp <kkopp@romanokopplaw.com>
Sent: Thursday, June 26, 2025 10:23 AM
To: Kim Montgomery <kmontgomery@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>
Subject: Re: Destin History & Fishing Museum Mullet 5k Run/Walk

It is good thanks
Sent from my iPhone

> On Jun 26, 2025, at 8:20 AM, Kim Montgomery <kmontgomery@cityofdestin.com> wrote:
>
> Good morning,
>
> I didn't find your response for this one, can you please review this request for use of ROW and let me know it's good for legal sufficiency.
> -Kim
>
> **From:** Kim Montgomery
> **Sent:** Tuesday, June 24, 2025 10:38 AM
> **To:** Kimberly Kopp <kkopp@romanokopplaw.com>; Jamie Haynes <jhaynes@cityofdestin.com>
> **Cc:** Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>
> **Subject:** Destin History & Fishing Museum Mullet 5k Run/Walk
> **Importance:** High
>
> Hello ladies,
>
> Here is another request for your review, for use of ROW, to be placed on the 7/7/25 Council agenda.
>
> Thanks,
> -Kim


START
END
CALHOUN AVE
SIBERT AVE
STAHLMAN AVE
BENNING DR
KELLY ST
HANNAH CT
VINTAGE CT
CROSS CT
CROSS ST
FIRST ST
SECOND ST
THIRD ST
FOURTH ST
FIFTH ST
SIXTH ST
SECOND AVE
THIRD AVE
FIRST AVE
MIMOSA AVE
BEACH DR
BAYVIEW ST
SPRING LAKE DR
DRIFTWOOD LN
PARK CT
BAY CT
PEACOCK'S POINT DR
OAKS CT
CARTER LN
HICKORY ST
WINTON CT
GRAND OAKS WAY
FLETCHER WAY
WILLOW ST
PINE ST
REDDIN-BRUNSON RD
RIDGE WOOD CIR
LAN ROB LN
PRIMROSE LN
PRIMROSE CIR
FLAMINGO DR
EVERGREEN CIR
FLESHMAN DR
ANDERSON DR
SNAPPER DR
JUANITA AVE
MALTEZOS ST
SAILFISH DR
SAILFISH CIR
DOLPHIN ESTATES CT
RUE DE TRETAT
COMMERCE DR
AZALEA DR
SUMMIT DR
ZERBE ST
PALMETTO ST
MARLER ST
PELICAN PL
EGRET CT
MELVIN ST
MOUNTAIN DR
SEA HILLS DR
SEA VIEW DR
SEA VIEW CIR
SEA OATS DR
LOLA CIR
HARBOR BLVD
MIRACLE STRIP PKWY
GULF SHORE DR
SANDALWOOD DR
SANDALWOOD CT
ANNA ST
LEGION DR
LEGION CT
SEAGULL CIR
SEAGULL LN
CARDINAL LN
ELISE LN
KENT LN
LEE LN
SPRING LN
MAIN ST
BEACH CIR
SWAN CIR
SWAN LN
HERON CIR
HERON LN
WHIPPOORWILL LN
EMM LOU LN
WILD OAK AVE
CEDAR ST
CYPRESS ST
HOLLY ST
JUNIPER ST
JUNIPER CT
KELL AIRE DR
KELL AIRE CT
GULF MIST CT
HARBOR WIND CT
MISTY CT
COURT DR
MISTY WAY
SPANISH MOSS TRL
CANNON LN
AIRPORT RD
INDUSTRIAL PARK RD
INDUSTRIAL PARK LN
TWIN LAKES LN
LIRIOPE LOOP
DEFIANCE DR
98 PALMS BLVD
MATTIE M KELLY BLVD
PALMS ST
INDIAN HILLS DR
INDIAN OAKS DR
BENT ARROW DR
PLANET DR
HARBOR LN
BAYOU DR
JUPITER ST
MARS ST
INDIAN TRL
OAK HARBOUR LN
INDIGO CIR
SONORA RD
MESA RD
TRAIL CT
PINE RIDGE TRCE
DAWN LN
KNOTS PL
CORD PL
CREST PL
NORTH LAKESIDE DR
Joes Bayou
Marler Bayou
Destin Harbor
Destin Army Recreation Area
Mattie M Kelly Park
Joes Bayou Boat Launch
Dalton Threadgill Park
Clement Taylor Park
Destin Memorial Cemetery
Destin Sports Fields
Main Street Park
Jewel Melvin Park
Destin Executive Airport
Sunday Townhomes
Big Kahuna's Waterland
Esri, HERE, Garmin, INCREMENT P, NGA, USGS

MINUTES
EXECUTIVE SESSION
CITY COUNCIL
JUNE 16, 2025
5:30 PM
CITY HALL ANNEX COUNCIL CHAMBERS

The Council of the City of Destin met at an executive session with the following members and staff present:

Council Present

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

Staff Present

City Manager Larry Jones
City Clerk Rey Bailey
City Attorney Kimberly Romano Kopp
William G. Warner, Esq.

Others Present

Liz Reyes, Court Reporter

CALL TO ORDER

1. EXECUTIVE ATTORNEY-CLIENT SESSION: Pursuant to Section 286.011(8), Florida Statutes, the City's Special Counsel will be seeking the advice of the City Council regarding settlement negotiations and/or strategy related to litigation expenditures concerning the pending litigation:

   Carissa Harbarger, Rainbow Frost Ice Cream, Inc.; Ronald Ellison; William Ellison v. City of Destin et al Case no.3:25-cv-00550

Mayor Wagner convened the meeting and announced that:

"This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Northwest Florida Daily News, on Wednesday, June 11, 2025.

The City Attorney states as follows:

"Pursuant to §286.011(8), Florida Statutes, at this time, I would like to request that we adjourn to executive session so that I, the attorney of record for the City of Destin in:

Carissa Harbarger, Rainbow Frost Ice Cream, Inc.; Ronald Ellison; William Ellison v. City of Destin et al Case no.3:25-cv-00550

may receive the Council's advice regarding the strategy to be used in this case and the type of expenses to be incurred."

The entire session would be recorded by a court reporter, the transcript would be filed with the City Clerk, and available to the public at the conclusion of the litigation discussed today. A copy of the published notice of this executive session is hereby identified as Exhibit A and will be attached to the transcript of this executive session.

In addition to the Mayor and City Council members in attendance tonight, the following persons will attend the session:

Attorneys for the City: ***William G. Warner, Esq.***
Warner Law Firm, P.A.
519 Grace Avenue
Panama City, Florida 32401

Kimberly Romano Kopp, Esq., LEED AP
Romano Kopp Law, PA.
P.O. Box 445
Destin, Florida 32541-0445

City Manager: ***Larry Jones***

The City Attorney (Cont.)

"At this time will the mayor and council members in attendance please identify yourselves for the record?"

The following members of the city council each announced their presence:

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

The City Attorney (Cont.)

"I estimate that this executive session will take approximately 30 minutes. At the conclusion of the executive session, the Council will reconvene the public hearing, accept any motions if applicable, and the mayor will end the session."

Mayor Wagner states that:

"At this time, we will recess the public portion of tonight's meeting and convene the executive session.

Individuals whose names are not listed in the published notice left the room and the executive session convened.

Once the closed session ended and the City Clerk has returned, Mayor Wagner states:

"We will now reconvene the public portion of this meeting and I will accept any motions from the council."

Councilmember Bagby moved to direct the Warner Law Firm to continue pursuing litigation and to provide ongoing updates to the City Attorney and City Manager. Councilmember Trammell seconded the motion, and it passed unanimously, 7-0.

ADJOURNMENT:

Having no further business at this time, the mayor adjourned the meeting at 5:50 PM.

ADOPTED THIS 7TH DAY OF JULY 2025
By:

_____

Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 2, 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 Kevin Schmidt
Councilmember Terésa Hebert
Councilmember Sandy Trammell
Councilmember Dewey Destin
Councilmember Jim Bagby
Councilmember Rodney Braden

Destin City Staff

City Manager Larry Jones
Human Resources Director Jaime Haynes
Deputy Comm Dev Director Steve O'Connor
Public Information Director Tamara Young
Community Development Director David Pritchard
Projects/Grants/Contract Manager Jeffrey Cozadd
City Attorney Kimberly Kopp
City Clerk Rey Bailey
Finance Director Krystal Strickland
Public Works Director Michael Burgess
City Engineer Robert Tomasek
Parks & Recreation Director Lisa Firth
IT Director Andy Peters
Principal Planner David Butler

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 Schmidt, to approve the agenda passed 6-0. Councilmember Geile was absent from the meeting.

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

A. Rotary Club of Destin - Citizen Above Self Award 2025

Mayor Wagner read the Proclamation honoring Jessica Holzapple as the recipient of the Citizen Above Self Award 2025, and declaring June 2, 2025, as "Jessica Holzapple Day in the City of Destin.

2. PUBLIC COMMENTS

Mr. Riley Tanaka of 606 Harbor Lane described a recent safety incident involving jet skis on the sandbar in front of his residence. While snorkeling with his daughter, multiple jet skis approached at full speed within 10 feet of them, nearly causing a collision. Despite confronting the operators, who claimed to be in control, Mr. Tanaka emphasized the danger and discourtesy of such behavior. He requested city council guidance to address the broader safety implications of jet ski activity near residential areas. Though not on the agenda, he asked that the council treat it as a public safety concern.

Mr. Tadlock of 502 Norriego Point inquired whether boring operations for utility and fiber installations were being suspended. The City Manager responded that all major boring within the US-98 corridor south right-of-way was halted until after Labor Day, except for ongoing ADS undergrounding projects.

Regarding bonfires, Mr. Tadlock voiced strong opposition. He highlighted risks including environmental degradation, personal safety (referencing fire-related fatality statistics), and the disruption bonfires might bring to densely populated beach areas. He cited the West Destin Beaches and Norriego Point Park as inappropriate locations, urging the council to avoid jeopardizing neighborhood safety and tranquility.

Mr. Don Dulles of 442 Snapper Drive referenced a 2017 *Northwest Florida Daily News* article detailing a $3.6 million National Fish and Wildlife Foundation grant intended for stormwater improvements. He expressed frustration that despite multiple visits by city staff and ongoing drainage projects across Destin, his street (Mary Street) remained unaddressed. Mr. Dulles compared this neglect to extensive spending on other projects—including pickleball courts, bridge purchases, and walkway improvements—and called out inequities in how the city prioritizes public funds. He asked the city to expedite stormwater relief in his area, noting his ongoing burden of sandbagging and paying for flood insurance.

Ms. Kerrie Harbarger of 307 Mountain Drive raised renewed complaints about illegal ice cream carts operating on Destin's beaches. She reported that these vendors operate daily, unlicensed and untaxed, often misrepresenting themselves as lifeguard-affiliated to the public. She linked their presence to conflicts with sword fishermen, especially during Pompano season, where vendors are forced onto the sand due to lines cast in the water. She stressed the need to enforce regulations, stating that council directives had not resulted in meaningful action. She also emphasized that legitimate, local businesses were being undercut by transient operators and urged accountability.

Ms. Fay Colbertson of 6 Norriego Road opposed proposed bonfire allowances, citing Destin's limited beach area, environmental risks, and threats to local turtle nesting. She also voiced concern over the frequency of fireworks, particularly in the new Holiday Isle park due to respiratory effects and excessive smoke. She asked whether parks would have dusk-to-dawn closures and expressed her desire to preserve Destin's natural tranquility.

Mr. John McHale of 306 Harbor Blvd questioned the legitimacy and transparency of recent dock approvals near his business location. He observed inconsistencies between city maps and what was designated as "public," noting selective enforcement of slip access. Although supportive of business growth, Mr. McHale urged the city to consider infrastructure pressures such as parking and restroom facilities that affect residents and tourists alike. He warned against creating tension-filled environments, referencing negative tourism experiences in other destinations. He called for responsible harbor growth and revisiting prior project approvals.

The City Attorney commented that the dock-related concerns would be addressed during a quasi-judicial hearing scheduled for June 16th and directed the public and council to engage formally during that session.

Ms. Barbara Coleman, who resides at Destin Pointe, expressed opposition to the bonfire proposal, especially near the East Pass state lands where turtle nesting has occurred successfully in recent years. She associated bonfires with excessive noise, drinking, and party behavior incompatible with a residential setting. She urged the council to reject measures that would disturb peace, wildlife, and community well-being.

3. CONSENT AGENDA

A. Boathouse & Oyster Bar Forrest Day 5k
B. 4144 Belcourt Dr, Residential Marine Construction, HWB-001565-2025
C. 724 Harbor Blvd, Commercial Marine Construction, HWB-001582-2025

Councilmember Hebert moved for the approval of Consent Agenda items 3A through 3C, as printed above, seconded by Councilmember Trammell. Motion passed 6-0.

4. CITY MANAGER REPORTS

A. RFP 25-05-PW, Disaster Debris Management Services, authorization to execute Contracts

The City Manager opened the discussion by explaining that the city had issued a Request for Proposals and received several qualified submissions. These contracts are pre-positioned and would remain inactive unless a disaster occurs that requires emergency debris removal. The City Manager emphasized the importance of having two firms on standby—TFR Enterprises and Southern Disaster Recovery LLC—to ensure adequate capacity and flexibility in response to a disaster.

Councilmember Schmidt moved to approve award of three-year pre-positioned contracts for disaster debris management services to TFR Enterprises, Inc., and Southern Disaster Recovery, LLC, and to authorize the City Manager to execute all necessary agreements related to RFP 25-05-PW. Councilmember Hebert provided a second to the motion.

Councilmember Destin inquired about the historical service provided by Crowder Gulf, noting that the city had received reliable service from the company for over 20 years, possibly dating back to Hurricane Opal. He questioned whether either of the recommended firms had held

the contract previously and why Crowder Gulf, despite submitting a proposal, was not among the top-ranked firms.

In response, the Public Works Director clarified that TFR Enterprises had held the contract for the past five years, while Crowder Gulf had previously served but was not selected in the current round. The evaluation was based on criteria outlined in the RFP, which included price, staff experience, past performance, project approach, and financial capability. While all 12 proposals were well-qualified, pricing played a significant role due to FEMA's reimbursement structure, which covers 75% of disaster recovery costs, with the state and local government splitting the remaining 25%. The Director revealed that Southern Disaster Recovery's estimated cost for the modeled event was $79.3 million, compared to Crowder Gulf's $83.34 million – a difference of about $4 million. This price differential was a determining factor in the final selection, even though Crowder Gulf had a long-standing history with the city.

With no further comments from the council members, the mayor called for a vote on the motion on the floor, which passed 6-0.

B. Bonfires on the Beach Discussion

The City Manager began by reporting on research requested by the Council regarding how neighboring Walton County handles beach bonfires. Walton County allows bonfires on both public and private beaches with a $100 permit plus a $5 administrative fee. Permits are issued by the South Walton Fire District, and revenues are shared between the county and fire district. With approximately 9,500 bonfires annually, the program generates significant income, though the City Manager noted Destin would not reach such numbers. The Destin Fire Control District indicated a willingness to serve as the permitting authority if the council pursued this. However, he cautioned that any change would require amending the city's ordinances. He also emphasized the importance of using vendors to ensure compliance, suggesting that businesses dependent on maintaining permits are more likely to follow regulations.

Councilmember Hebert asked if bonfires would be permitted only on public beaches owned by the city or also on private property. She noted concerns about permanent residents in areas like Holiday Isle.

The City Manager clarified that under the proposed system, permits could be issued for both public and private beaches. He cautioned that city-owned beaches are narrow and may not be suitable for bonfires. Walton County, he noted, limits bonfire flame height to four feet, although enforcement can be tricky. He affirmed that coordination with the fire department for permitting and monitoring would be essential, although Walton County primarily relies on code enforcement due to limited fire personnel availability.

Braden expressed concern about environmental impacts, referencing frequent complaints about fireworks and air shows at the harbor. He claimed the air shows burn large amounts of oil, contributing more pollution than bonfires. He shared his personal experiences with bonfires in Walton County, highlighting that local code enforcement was actively checking permits, something he doubted Destin's staff could realistically replicate.

Councilmember Schmidt, who had also participated in bonfires in Walton County, stressed that the process there was well-regulated. He supported the idea of limiting bonfire frequency (e.g., one per night) and location within the city. He proposed restrictions on months of operation (excluding turtle nesting season) and emphasized the potential revenue if done responsibly.

Councilmember Destin asked how the city code defined "beach" to understand whether fires further inland would be allowed.

The City Attorney read the following definition of "beach", *"The zone of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form or to the line of permanent vegetation, usually the effective limit of storm waves."* She noted that areas above this line would not fall under the beach definition, and fires there would be subject to different rules.

Councilmember Bagby, drawing from his time as tourism director in Walton County, doubted the 9,500-bonfire figure and said he had reached out to Walton officials for confirmation. He warned of enforcement issues, such as unauthorized vendors and unsafe practices like burying fires in the sand—hazardous particularly during turtle nesting season. He opposed unlimited permitting but was open to a tightly controlled pilot program.

Councilmember Schmidt moved for city staff and the attorney to draft an ordinance allowing beach bonfires under strict conditions:

- **Limited to the months October through March.**
- **Only through an approved vendor (initially one).**

Motion seconded by Councilmember Hebert.

He clarified this was to begin the ordinance process, not immediate implementation.

Councilmember Braden raised concerns about allowing private vendors to operate and profit on city-owned beaches, which currently lack designated vendors. The City Attorney clarified the ordinance could specify fire-only vending permissions and limit vendors to private property or permitted areas.

Instead of moving forward with an ordinance, Councilmember Destin proposed holding a public hearing at the first July meeting to gather more input. He noted that, so far, public commentary had been mostly opposed.

Councilmember Destin offered a substitute motion to schedule a public hearing on this matter for the first city council meeting in July, which is set for July 7th. The motion was seconded by Councilmember Braden and passed 6-0.

C. 4481 B Luke Avenue - Proposed Scaglione Agreement

This transcript outlines the discussion regarding a proposed temporary agreement for 4481B Luke Avenue, prompted by a miscommunication between city staff and the property owner, Ms. Barrie Scaglione. The City Attorney explained that due to conflicting guidance provided to the property owner – resulting in construction and expenditures based on incorrect

interpretations – the city was recommending a compromise: a temporary agreement permitting short-term rental use of an attached unit only while the owner resides on the property. The agreement would become null upon the property's sale or the owner's departure.

Councilmember Braden expressed strong opposition, recounting how contractors and builders have long been misinformed by staff only to be contradicted later by code enforcement. He emphasized that, as builders, they are routinely told it's their responsibility to verify ordinances themselves. He questioned why, in this case, the homeowner would be treated differently or receive compensation via a special agreement.

Councilwoman Hebert voiced similar concerns, advocating for clear, written communication from staff rather than informal verbal confirmations. She urged that staff require all clarifications to be sent and confirmed via email to avoid such confusion.

The City Attorney noted that while some email communication had occurred in this instance, the homeowner, Ms. Scaglione, and her spouse were present and could better elaborate. Ms. Scaglione addressed the council, describing the exhausting process and expressing frustration that she had received multiple assurances from city personnel that her plans were permissible—despite later being told otherwise. She underscored her good faith, the existence of supportive emails, and her willingness to comply fully, including living onsite and acting as a responsible neighborhood steward.

Councilmember Destin supported the agreement, highlighting it as a fair solution given the circumstances. He appreciated that the owners would be present on-site and noted that this arrangement would address typical issues associated with short-term rentals.

Councilmember Destin moved to approve the proposed agreement with the property owner, seconded by Councilmember Hebert.

Councilmember Schmidt sought timeline clarification, particularly around when the incorrect guidance was given. The Community Development Director explained that the initial permit was submitted in July 2023, revised in early August after staff identified that the requested design would constitute an impermissible Accessory Dwelling Unit (ADU). A revised plan showing internal connectivity between the structures was approved as an addition, with a condition clearly stating that short-term rental of the unit was not allowed. However, in October, a staff error led to an email mistakenly approving the use of a short-term rental, which was corrected within two weeks.

The discussion turned to the failure of the contractor to communicate permit restrictions to Ms. Scaglione. Staff emphasized that the contractor, not the homeowner, signed the permit application and should have conveyed the use limitations. Several council members expressed concern over the contractor’s performance and questioned whether the homeowner would pursue a complaint through the Florida DBPR.

Councilmember Bagby acknowledged the complexity and requested an amendment to the motion requiring that the agreement not take effect until the homeowner formally relinquishes her homestead exemption status. Ms. Scaglione agreed and pledged to begin that process immediately.

Councilmember Destin offered an amended motion to approve the proposed agreement with the property owner, contingent upon the withdrawal and official confirmation of the property's homestead exemption; and that the agreement shall not be executed until this condition is satisfied. Councilmember Hebert provided a second to the amended motion, which passed 4-2, with Council members Schmidt and Braden dissenting.

D. Engagement Letter with Warner Law Firm for Requested City Litigation re: Beach Vending

The city council considered an engagement letter with the Warner Law Firm to represent the city in litigation against beach vendors who are in violation of the city's code. The City Attorney explained that this item was a follow-up from a previous meeting, where the council directed staff to seek legal representation for enforcing regulations on unauthorized beach vending. The City Attorney stated that the Warner Law Firm was recommended because they are already handling an insurance defense case involving the city, which has given them familiarity with the relevant issues. The firm agreed to offer the same competitive rates they charge to the city's insurance provider, making this engagement cost-effective. She also clarified that engaging Warner would allow the city to file its own lawsuit through the Circuit Court of Okaloosa County, a process that could yield more enforceable outcomes than internal options like code citations or the special magistrate.

Councilmember Bagby raised two concerns. First, he insisted on including a $30,000 spending limit on the engagement, citing opposition to any blank check arrangement. He stated that he would not support the motion without a firm cap.

Councilmember Bagby asked what the Sheriff's Office was doing to help enforce the code on the beach, and whether changes to the ordinance – such as adding arrestable offense – could provide stronger enforcement tools.

In response, Captain Fulghum of the Sheriff's Office explained that deputies currently alert the city's code enforcement staff when they observe violations and may remain on-site for safety if requested. However, under their existing contract, the Sheriff's Office does not enforce the city's Land Development Code. Only provisions codified in the general code. Capt Fulghum noted that if the city wanted the Sheriff's Office to assume a greater enforcement role, particularly to act against unlicensed vendors, this would require an ordinance revision and funding for an additional beach patrol unit. He also clarified that while the Sheriff's Office does not want to regulate the conduct of permitted businesses, they would be willing to act against individuals operating without a permit. Regarding enforcement options, the City Attorney confirmed that the city could amend its code to make violations a misdemeanor offense, punishable by up to $500 in fines and 60 days in jail. Capt Fulghum acknowledged this and confirmed that such enforcement would be possible if the ordinance was updated accordingly.

Councilmember Braden asked how many citations had been issued to date, referring to a public comment suggesting there had been only a few warnings. In response, the Deputy Community Development Director reported that since the last city council meeting, eleven $500 citations had been issued – six to repeat offenders and another four to a different repeat offender. Three verbal or written warnings were also issued, and one additional citation was given to a vendor attempting to take advantage of the Memorial Day weekend.

Councilmember Schmidt expressed strong opposition to the engagement letter. He cited multiple reasons including opposition to open-ended spending, skepticism about bypassing existing processes, and concerns about prioritizing this issue over long-standing complaints from residents about trash, illegal parking, RVs in driveways, and sidewalk blockages. He questioned the urgency behind this issue, noting that complaints appeared to come primarily from a single business owner. He argued that the city had not yet fully exhausted existing enforcement tools, such as the Special Magistrate Hearing process, and urged the council to allow that process to play out before committing to litigation.

The City Attorney elaborated on the Special Magistrate Hearing process, stating that a hearing was scheduled for June 17. She explained that if vendors are found in violation, they will be given a compliance deadline. If they fail to comply, they would be subject to daily fines – initially ranging from $50 to $250, potentially increasing to $500 per day for repeat violations. She explained that the city can place a lien on any real or personal property owned in the county but noted that homesteaded properties are exempt. If the violators cease operations and leave, that would be considered compliance under the current code enforcement framework.

Councilmember Destin raised concerns about enforcement challenges when violations are committed by individuals who do not own lienable property. He emphasized that the Special Magistrate has no enforcement power beyond fines and liens, whereas the circuit court could order compliance under penalty of jail time, regardless of property ownership. He supported the engagement with Warner Law Firm on that basis.

Councilmember Destin moved to authorize the City Manager to engage the Warner Law Firm to represent the City of Destin against mobile vendors that fail to comply with city regulations and proceed with the necessary legal action. The city's Finance Director is to bring back to the council a recommendation on how to fund the litigation. As a temporary measure, the funding will come from general revenue until funds become available—such as the anticipated $20,000 to $30,000 from recent code enforcement actions. The legal expenses shall be capped at $30,000 for the initial year, in accordance with the estimate provided by the Warner Law Firm. Any expenditure beyond the $30,000 cap must receive prior approval from the City Council. Councilmember Hebert provided a second to the motion.

Councilmember Bagby stated that he would support the engagement letter because the magistrate process would take too long to produce meaningful results. He noted that even if violators are found guilty on June 17, they would likely receive 30 to 60 days to comply, meaning enforcement might not occur until the end of summer – by which point the peak season would have already passed. He added that he would propose additional actions following the vote to ensure the city continues to pursue multiple enforcement avenues.

The motion passed 5-1, with Councilmember Schmidt dissenting.

Councilmember Bagby made a motion to direct the city manager and the city attorney to sit down with the sheriff's office and bring back a plan to put this in an enforceable code, not the Land Development Code, to preclude this action, seconded by Councilmember Hebert. Motion passed 5-1, with Councilmember Schmidt dissenting.

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

E. Announcements

1) Due to a recent waterline strike on Holiday Isle, the city met with Gigapower and imposed a $500,000 bond requirement, similar to what was implemented for Live Oak. All work by the company is suspended on Fridays and limited to the hours of 7:00 a.m. to 3:00 p.m., Monday through Thursday. Additionally, no work is allowed on Highway 98 right-of-way or south of it, except for the city's undergrounding contractor ADS and those directly supporting them. Only one permit will be issued at a time for Gigapower's work, and subsequent permits will not be issued until previous work is completed and any damage is repaired. The only exception is boring or digging on private property to install services for end users.

2) The city discussed beach vending enforcement with the Department of Environmental Protection (DEP), who stated they would not enforce vending restrictions unless a permanent or semi-permanent structure was present. DEP also indicated the city could define "beach" however it chooses in its ordinances, and they would not contest that definition.

3) An unexpected issue arose with the animal control services provided through the PAWS contract. At 4:00 p.m., the city was notified that the agreement would be terminated at 5:00 p.m. the same day. Fortunately, Walton County provided backup coverage over Memorial Day weekend, though no calls were reported. The city is now exploring alternative animal control options, both for control and possibly housing. Staff also hope to meet with PAWS representatives to determine if the relationship can be salvaged.

4) A pre-bid meeting for the Crosstown Connector project was recently held, with eight contractors in attendance, which bode well for receiving competitive pricing for the work.

5) The library received a $2,500 nationwide general literacy grant supporting programs across 48 states. Its summer reading program is underway and runs through August 2nd. The kickoff event was held this past Friday, attracting over 200 participants, and over 14,000 minutes of reading have already been logged.

6) On June 9th, the city will host a public workshop to present the SRS (Strategic Redevelopment Study) results for the Town Center and other city improvement areas. The event will begin at 5:00 p.m. at the annex with a visioning board open house, followed by a 5:30 p.m. council meeting to discuss the findings and receive community feedback. A budget workshop will follow the SRS session.

7) The city submitted formal concerns regarding the poor condition of navigational aids at East Pass, an issue long tied to restoration projects. City staff are working with Alex Fogg and Congressman Patronis' office to urge the U.S. Coast Guard to

prioritize this. A call was held with Colonel Fountain, the congressional liaison, who assured the city that action is being taken, and funding efforts are underway.

8) The Children's Park at Morgan Sports Center reopened on May 24th, and the official ribbon-cutting ceremony is scheduled for Monday, June 16th, at 10:00 a.m. Additionally, on Friday, June 20th, from 4:30 to 7:30 p.m., Parks and Recreation will host its first Friday night event at Destin Elementary School, featuring live music, food trucks, and other fun activities.

9) The city is also advancing plans to expand its utility box art wrap program. Two wraps have been identified for 2025: one on the green FPL box at Airport and Main near the white church, and the other on the gray city-owned box kitty-corner to it. Designs have been submitted to FPL, whose process is now more detailed. The corner with greenery will feature a more subtle design, while the box near the American Legion will have a bold American-themed look.

10) It was reported that a 7-year-old boy who went missing while paddleboarding in Bluewater Bay earlier in the day and prompted an Aqua Alert has been found safe.

5. PUBLIC HEARINGS

A. First reading of Ordinance 25-10-LC - High Density Residential Townhomes Setbacks

The City Attorney read proposed Ordinance 25-10-LC by title and then presented it to the city council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, REDUCING CERTAIN SETBACKS FOR TOWNHOMES WITHIN THE HIGH DENSITY RESIDENTIAL ("HDR") ZONING DISTRICT; AMENDING TABLE 7-3 "TABLE OF DIMENSIONAL REGULATIONS"; 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 Bagby moved for the approval of Ordinance 25-10-LC, seconded by Councilmember Trammell.

Councilmember Destin expressed strong opposition to the proposed change, which would reduce the required rear setback for townhouses in the High-Density Residential (HDR) district from 10 feet to 5 feet. He argued that this reduction would effectively expand the allowable building footprint for townhouse projects. He took issue with the rationale behind the ordinance, noting that it seemed to legalize previous noncompliance with the code due to past permitting

inconsistencies. He stated that rather than changing the law to accommodate violations, the city should enforce the existing 10-foot setback requirement.

Councilmember Bagby suggested that a possible compromise could involve grandfathering in existing properties that had received improper permits in the past, thereby avoiding penalization of current homeowners. He raised concerns about the implications of increasing the impervious surface area associated with larger building footprints. He inquired whether the HDR district had any impervious surface or open space requirements.

In response, city staff confirmed that there is a 25% open space requirement in the HDR district, and that this would remain unchanged under the proposed ordinance. Councilmember Bagby emphasized that, although the open space requirement helps mitigate his concerns, the trend toward increasingly larger structures still posed a long-term concern.

The City Attorney explained that a 10-foot separation between buildings is required by fire code. This requirement can still be met if each adjoining property maintains a 5-foot setback, making the proposed reduction compliant with fire safety regulations.

The City Attorney elaborated on the rationale behind the ordinance. She acknowledged that inconsistent permitting practices over the past 15 years had resulted in several properties receiving approvals for deck structures that encroached into the required setback. These issues stemmed from decisions made by former staff who are no longer with the city. In proposing the ordinance, current staff sought to align code requirements with these historical precedents, especially given that there was no clear safety or practical benefit to maintaining the 10-foot setback instead of reducing it to 5 feet. She clarified that the proposed change would apply only to townhouses in HDR districts that do not front the Gulf, harbor, or bay. Since canal-front properties are considered waterfront under the code, they are already exempt from setback requirements.

Councilmember Braden questioned whether all properties benefiting from the ordinance had received proper permits. Staff responded that while some had permits, others had not. The council debated the distinction between formally grandfathering in properties that violated the previous code and retroactively legalizing violations through a code amendment. It was also clarified that the setback requirement applies to all structures, including decks.

Motion <u>failed</u> 3-4. Council members Bagby, Hebert, & Trammell voted "yes"; Council members Schmidt, Braden, & Destin voted "no"; Mayor Wagner cast the tiebreaking vote of "no."

B. Resolution 25-14 Harbor CRA Master Plan

The City Manager stated that at the last meeting, the council reprioritized the objectives outlined in this plan, and that the updated list is now reflected in the current document.

Councilmember Bagby made a motion to approve Resolution 25-14 and the Harbor CRA Master Plan, as presented, seconded by Councilmember Trammell. Motion passed 6-0.

C. Resolution 25-13 Town Center CRA Master Plan

The City Manager noted that the list of prioritized objectives for the Town Center CRA Master Plan had not been readdressed since its original publication and encouraged the council to revisit and codify those priorities during the session.

Councilmember Bagby moved for the approval of the Town Center CRA Master Plan with a proposed re-prioritized project list. His draft prioritization included:

1. **Cross Town Connector (moved from #6 to #1)**
2. **Linear Park (kept at #2)**
3. **Arts District Downtown (moved to #3)**
4. **Park System Enhancements (kept at #4)**
5. **Sidewalk and Bike Lane Improvements (moved to #5)**
6. **Intersection Improvements (moved to #6)**
7. **Street Network Completion (remained at #7)**

Councilmember Hebert provided a second to the motion.

Councilmember Destin expressed concern with elevating the crosstown connector to the top of the list. He noted that planned improvements involved enhancing existing street sections (notably Legion Drive) with sidewalks, bike lanes, buffers, and landscaping. The project had already incurred $13 million in costs for just 800 feet of new road, with the rest of the route already built. He also questioned the financial prudence of committing additional CRA funds to add features such as medians that might not even physically fit along the constrained corridor. He also highlighted concerns about unforeseen costs, noting the expense might climb by another $8–10 million if features like medians and landscaping were pursued.

Mayor Wagner offered a more visionary view, stating that while high costs are a valid concern, design improvements could help address speeding and elevate the road beyond a basic vehicle corridor. He expressed a desire for a tree canopy, safe sidewalks, and a place that would be “worth going to”, possibly comparable to a neighboring park. He also acknowledged that achieving that vision could require purchasing adjacent properties to expand the right-of-way, which poses challenges. However, he admitted the practicality of such enhancements might be limited.

Councilmember Bagby offered an amended motion to approve Resolution 25-13 and the Town Center CRA Master Plan and re-prioritize the project list in the following order:

1. **Linear Park**
2. **Arts District (Downtown)**
3. **Cross Town Connector**
4. **Park System Improvements**
5. **Sidewalk and Bike Lane Improvements**
6. **Intersection Improvements**
7. **Completion of the Street Network**

Councilmember Hebert provided a second to the amended motion, which passed 6-0.

D. Second Reading Ordinance 25-11-CC - Relating to noise regulations; amending Chapter 4 "Offenses and Miscellaneous Provisions"; Article II "Noise" of the City Code of Ordinances; amending definitions; amending provisions relating to the measurement or assessment of noise; and providing for permissible noise levels.

The City Attorney read proposed Ordinance 25-11-CC by title and then presented it to the city council on second reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO NOISE REGULATIONS; AMENDING CHAPTER 14 "OFFENSES AND MISCELLANEOUS PROVISIONS", ARTICLE II "NOISE" OF THE CITY CODE OF ORDINANCES; AMENDING DEFINITIONS; AMENDING PROVISIONS RELATING TO MEASUREMENT OR ASSESSMENT OF NOISE; PROVIDING FOR PERMISSIBLE NOISE LEVELS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR FINDINGS OF FACT; 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.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to adopt Ordinance 25-11-CC passed 6-0.

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

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

Regarding short-term rental renewals, Councilmember Bagby requested that staff provide the number of registered individuals as of May 31st last year and as of May 31st this year for the next council meeting

E. Councilmember Hebert
F. Councilmember Geile
    1) Projects Status/Updates
G. Councilmember Schmidt
    1) Council's List of Priorities

Mayor Wagner:

- Traffic Relief: Emphasized solving traffic issues as the top concern of citizens.
- Support for a Feasibility Study: Advocated pursuing FDOT's four-lane alternatives for West Highway 98 (especially the Stahlman Avenue and West Corridor improvements).

- Update Strategic Priorities List: Requested removal of completed items (e.g., Destin City Center, bridge property acquisition, phase one of underground utilities), and clear updates from staff.

Councilmember Schmidt:

- Clement Taylor Park: Requested the start and completion of the park be added as a critical priority for the city council.

Councilmember Hebert:

- Clement Taylor Park: Strongly supported making it a priority after years of stalling.
- Stahlman Avenue/4-Laning: Supported improvements and traffic relief.

Councilmember Trammell:

- Greenspace Expansion: Echoed the community's desire for more green space.
- Parks Master Plan: Wants the city to prioritize and act on it once finalized, utilizing low-cost opportunities.

Councilmember Bagby:

- Public Waterfront Acquisition: Wants to retain this as a top ongoing priority, not tied to specific parcels.
- Clement Taylor Park: No objection to adding it.
- Underground Utilities: Wants to keep it as a long-term goal with appropriate updates.
- Stahlman/US 98 Underpass: In support, but cautious on specifics of four-lane proposals.
- Parking Improvements: Highlighted past commitments, especially in the Harbor District.
- Annexation: Implied support to keep this active if the Mayor is still pushing it.
- Pocket Parks: Wants small parks in every neighborhood.

Councilmember Destin:

- Clement Taylor Park: Fully supports adding it to the priority list.
- 4-Laning of Highway 98: Willing to explore but wants details and clarification—concerned about possible controversial elements like restricted turns.
- Stahlman Intersection: Supports improvements.

2) Interlocal Agreement - City of Destin and Okaloosa County School Board

Councilmember Schmidt moved to direct the City Manager, in coordination with the Parks and Recreation Director, to work with the Okaloosa County School Board to update the existing interlocal agreement between the City of Destin and the School District, specifically addressing the current and future use of the Destin Elementary School property. This includes clarifying allowable uses, updating facility maps to reflect expansions, and ensuring the agreement reflects present-day operations and expectations. Motion was seconded by Councilmember Hebert and passed 6-0.

H. Mayor Wagner

Mayor Wagner reported that state regulations now restrict the ability to establish no wake zones unless certain infrastructure exists—such as a boat ramp—creating a 500-foot enforceable radius. This change is due to issues in South Florida, leading the state (FWC) to limit municipality's authority over such zones. Currently, Joe's Bayou has two no wake signs at 500 feet from the public launch, but further no wake areas would require additional qualifying infrastructure. The mayor suggested that installing improved kayak launches (e.g., floating docks) could legally justify additional 500-foot no wake zones within the bayou. This approach could offer a cost-effective and creative way to enhance safety and expand wake coverage.

Councilmember Schmidt moved to:

1. **Direct staff to provide the cost of replacing the previously removed no wake sign in the back of Joe's Bayou.**
2. **Add a new no wake sign 500 feet from Joe's Bayou boat launch.**

Motion was seconded by Councilmember Destin and passed 6-0.

I. City Attorney

7. PUBLIC COMMENTS

Mr. Guy Tadlock, a resident of Destin, expressed disappointment over the lack of Memorial Day decorations in the city. He noted that aside from decorations by the Emerald Grande and a few private homes and businesses like Ace Hardware, the city did little to visually honor the holiday. He emphasized that this absence contributed to Memorial Day feeling like just another long weekend, rather than a solemn day of remembrance. He shared concern that the public's awareness of the holiday's purpose is diminishing, citing examples from media coverage. He urged the city to make a more visible and respectful effort in the future to commemorate those who sacrificed their lives for the nation's freedom.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 9:07 PM.

_____

Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

REGULAR MEETING
DESTIN CITY COUNCIL
MAY 19, 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 Rodney Braden

Destin City Staff

City Manager Larry Jones
Finance Director Krystal Strickland
Records Specialist Sharon Gardner
Community Development 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 Works Director Michael Burgess
Public Information Director Tamara Young
Parks & Recreation Director Lisa Firth
IT Director Andy Peters
City Engineer Robert Tomasek

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.

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

A. 2025 National Public Works Week – Proclamation

Mayor Wagner read the proclamation and then presented it to the Public Works Director Michael Burgess.

B. National Safe Boating Week – Proclamation

Mayor Wagner presented the proclamation before representatives of the Okaloosa County Sheriff's Department, the U.S. Coast Guard, the Florida Fish and Wildlife Conservation Commission, and the Destin Fire Control District

2. PUBLIC COMMENTS: None

3. CONSENT AGENDA

A. Request for use of City Streets for Corpus Christi Catholic Church Eucharist Procession.

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to approve Consent Agenda item 3A, as printed above, passed 6-0. Councilmember Schmidt was absent from the meeting.

4. CITY MANAGER REPORTS

A. Final Vulnerability Assessment and Adaptation Plan.

The City Manager introduced Item 4A, a presentation on the final Vulnerability Assessment and Adaptation Plan prepared by Dewberry Engineers. Although originally listed as informational, the City Manager recommended the council formally approve and accept the plan to facilitate the city's pursuit of future funding opportunities.

Representatives from Dewberry Engineers presented the report. They explained that the project, completed in March and fully funded through the Resilient Florida grant program, evaluated flood vulnerability for the City of Destin. The assessment considered current and future conditions, analyzing various flood hazards such as tidal surge, rainfall, and compound events. Assets were ranked based on flood risk, and an adaptation plan was developed to prioritize mitigation projects. The plan integrates with the county's Local Mitigation Strategy (LMS) and positions the city to seek additional state and federal funding. Priority projects identified include the Four Prong Lake project and others, with considerations for shovel-readiness and public support. Funding opportunities include up to 100% match for planning grants and 50% match for design and construction for non-DEP communities, with $20 million available for planning and $200 million for design and construction.

Councilmember Bagby made a motion to approve and accept the plan as presented, seconded by Councilmember Hebert. Motion passed 6-0.

B. RFB 25-02-REC Annex Pickleball Contract with BGN Contractors.

The City Manager presented Item 4B regarding the pickleball contract with BGN Contractors, noting this firm had previously been awarded the contract. The presented contract reflects the terms and conditions established at that time. Approval would allow the city to issue a limited notice to proceed—restricted to preliminary permitting work—while awaiting final confirmation of $300,000 in funding from the county, expected at the county's first meeting in June.

The City Manager emphasized confidence in the funding outcome but advised caution to avoid advancing too far before the vote.

Councilmember Bagby made a motion to approve the contract, which was seconded by Councilmember Hebert.

Councilmember Braden inquired about project oversight, to which it was explained that oversight would be handled either by the City Manager or Grants/Project Manager Jeff Cozadd. Mr. Cozadd added that Matrix had been engaged to oversee day-to-day project operations.

Motion passed 6-0.

C. Update from FDOT Regarding Westbound Right-Turn Lane from Highway 98 to Airport Road – Lane Delineator Installation Status

The City Manager explained that the Florida Department of Transportation (FDOT) responded to the city's request to install delineator posts between the westbound right-turn lane and the bike lane at Highway 98 and Airport Road. FDOT declined the request, stating they do not recommend installing physical delineator posts in that area. The city will follow up with FDOT to request larger and clearer signage indicating that drivers are approaching a right-turn-only lane, with the goal of improving safety and reducing driver confusion.

Councilmember Destin then asked whether FDOT had been provided with data on the number of accidents at this location, noting they had observed several accidents. The City Manager responded that he believed that information had already been included in FDOT's review, but they would double-check and ensure FDOT had all relevant accident data.

Additionally, Councilmember Trammell suggested adding a large sign on Highway 98, similar to an interstate sign, placed before the curve and the intersection leading to City Hall. This sign would warn drivers that the right lane ends in half a mile, giving them advance notice. Councilmember Trammell noted they had previously requested this during the original construction of the four-lane roadway, but the request was not fulfilled at that time. They expressed hope that it would be approved now.

D. Animal Control Services 2025 Contract Update.

The City Manager reported on the ongoing negotiations with PAWS (Panhandle Animal Welfare Society) regarding animal control services. The previous contract with PAWS expired a few months ago. In negotiations, PAWS proposed a significant rate increase—from $5 per capita to $6.50 per capita—raising the city's annual cost from approximately $69,000 to over $90,000. The city countered with a proposal matching the unincorporated county rate of $5.75 per capita, but PAWS declined that offer. Seeking alternatives, he contacted the county and discussed the possibility of joining their upcoming renegotiation with PAWS for unincorporated Okaloosa County later this summer. Both the county and PAWS agreed to this approach, and PAWS agreed to continue service under a month-to-month agreement until the new terms are negotiated.

Councilmember Trammell made a motion that the city partner with the county and participate in their negotiation. The motion was seconded by Councilmember Hebert and passed 6-0.

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

B. Announcements:

1. The mandatory pre-bid meeting for the Cross Town Connector project will take place this Wednesday, May 21st. The closing date for bid submissions is June 9, with an anticipated contractor recommendation to be presented at the second city council meeting in June.
2. Live Oak Fiber has posted a $500,000 bond to ensure the city and utility providers are protected in the event of any issues after their work is completed. Live Oak has been permitted to resume work, but on a very limited basis. They may only conduct work under one active permit at a time, focusing on a single location. Once work is completed, inspected, and verified at that location, the permit is closed out before a new permit is issued.
3. Crown Castle, a new fiber provider, has notified the city of their intention to begin work in Destin. The city will impose the same restrictions on Crown Castle as are now applied to Live Oak Fiber: no citywide permits will be issued, and they will be limited to one active permit and location at a time, with each job needing to be fully closed before issuing the next permit.

Councilmember Trammell raised concerns about utility flags that have been left in residential areas for months. She asked if residents could be fined for pulling up the flags after work appears completed and expressed concern about outdated flags causing confusion. She also questioned how this issue would be managed given the new permit restrictions.

In response, the City Manager stated that limiting the scope of work to one location at a time should reduce the need for widespread flagging, and he hoped this would minimize the issue of old flags remaining in place. He acknowledged no clear penalty is in place under the current code but welcomed follow-up for further clarification.

The City Attorney confirmed that there is no specific penalty in the city code for a resident pulling up utility flags.

The Public Works Director explained that when the city initiates a dig ticket, white flags are used to outline the work area. After a location request is submitted, utility companies have 72 hours to mark their facilities with flags within the designated area. A dig ticket remains valid for 30 days. If work is not completed within this time frame, a new locate ticket must be requested.

The mayor added that the city has received numerous emails from residents asking if they can remove flags once work is done on their street. He suggested that as part of the city's new one-location-at-a-time permit process, removing old flags should be added to the contractors' job checklists.

4. It has been brought to staff's attention that the Welcome to Destin sign at the west foot of the bridge requires maintenance. A new sign face will be installed within the next couple of weeks.
5. County mosquito control spraying for 2025 has commenced. Crystal Beach will be treated on Monday evenings, while West Destin will be treated on Tuesday evenings as part of the county's weekly spraying schedule. More details, including opt-out instructions, can be found on the city's Facebook page.
6. The Morgan Sports Center children's playground will reopen this Saturday. The newly updated playground features new ADA-accessible and inclusive play equipment as well as new shade structures. A ribbon-cutting event will be scheduled later, but the playground is being opened early to the public in time for Memorial Day weekend.
7. On Memorial Day, Monday, May 26, the American Legion will host a public celebration at 11:00 a.m. at the Destin Memorial Cemetery. Afterward, attendees are invited to the Legion for food and refreshments. City offices will be closed in observance of the holiday.
8. With the start of summer, the Destin Community Center is offering half-day camps and over 24 specialty camps, featuring a variety of engaging topics such as Shark Week, music, and mad science. Parents are encouraged to register their children for these fun and educational opportunities.
9. Following recent council requests, the city has investigated options for utility box wraps. Each wrap costs approximately $1,200 to $1,500. The city has identified a potential location for the next wrap — the green utility box near the church at Main and Airport. Florida Power & Light (FPL), which owns this box, will meet with the city to discuss their interest in continuing the wrapping program. Some local businesses have already expressed interest in supporting the project.
10. The City of Destin Leadership Academy officially launched on May 14, with 25 staff members participating in the seven-part series facilitated by Lisa Gunderson from Northwest Florida State College. Human Resources Director Jamie Haynes will contact council members to coordinate their availability to meet with Leadership Academy classes.
11. On June 9, the city will host a public workshop to discuss SRS results and improvements to the Town Center and other city spaces. The workshop will be held at the annex, with doors opening at 5:00 p.m. to allow attendees to review informational boards. The meeting itself will begin at 5:30 p.m., and the public is encouraged to attend.
12. The Destin History and Fishing Museum is currently undergoing renovations. During this time, the museum has offered the city a 13-foot marlin display piece to exhibit at the annex for the next couple of years. Public Works staff will assist with installing this display.

5. PUBLIC HEARINGS

A. First reading of Ordinance 25-05-CC - Relating to livery vessels; amending Article VIII "Registration of Livery Vessels"; amending provisions related to transferability of permits; providing for additional required training and safety measures.

The City Attorney read proposed Ordinance 25-05-CC by title and then presented it to the city council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; AMENDING ARTICLE VIII "REGISTRATION OF LIVERY VESSELS" OF THE CITY CODE OF ORDINANCES; AMENDING PROVISIONS RELATED TO TRANSFERABILITY OF PERMITS; PROVIDING FOR ADDITIONAL REQUIRED TRAINING AND SAFETY MEASURES; PROVIDING FOR FINDINGS OF FACT; 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 no further comments from the public, the mayor closed the public hearing and turned the matter over to the city council for discussion and consideration.

Mr. Chuck Hiers (316 Harbor Boulevard) addressed the council to express concern over his significant investment of approximately $125,000 to purchase 17 livery licenses from another business under the moratorium. He continues to pay the required $100 per vessel annually to maintain these licenses. He argued that under the proposed ordinance, his licenses could be revoked and redistributed after 180 days of non-use, which he believes is unfair. He emphasized that he purchased these licenses in good faith based on existing rules and city approvals, and that taking away his investment and reallocating it would be punitive and unjust.

The City Attorney clarified that the 180-day rule refers to licenses becoming inactive if not registered or operated within that period. She also explained the 490 total cap—this figure represents all currently legally permitted livery vessels, including boat clubs and 11 yachts expected to register under recent ordinance changes. She advised that the council should first decide the policy language and separately handle cases of adversely affected parties through individual agreements, as has been done previously.

Mr. John Stephens commented on the mechanics of medallion transfer, explaining that a registration should remain attached to an operating vessel, to prevent hoarding. The proposed change would allow transfers from one registered vessel to another, even across businesses, but not holding registrations without vessels.

Councilmember Destin suggested that Mr. Hiers licenses should be grandfathered because his purchase was made in good faith during a time when sales were allowed. He also stressed handling the adversely affected cases separately, consistent with past city practices.

Councilmember Bagby proposed reducing the 180-day rule to 60 days to prevent businesses from operating unlicensed during the busy season. He also suggested adding an ordinance provision to clarify what happens to revoked licenses—whether by lottery, list, or first-come-first-serve. He voiced concern about a loophole where businesses might profit excessively by selling licenses attached to old vessels, proposing a two-year minimum operation before resale.

Councilmember Braden asked about the history of the medallion system, originally created to simply track boats operating in the harbor—not intended to become a speculative market. The City Attorney explained that after the moratorium, licenses became valuable, as new operations were frozen, creating a resale market among existing businesses. Once the city learned of this, the council began discussing how to manage the situation.

Councilmember Trammell moved to approve the ordinance on first reading with the understanding that staff would handle individual cases of adverse impact. The motion included reducing the 180-day window to 60 days and establishing the two-year transferability limit. Councilmember Hebert seconded the motion.

Councilmember Geile questioned why licenses (medallions) should be attached to vessels rather than to the business or owner. He argued that no other city licenses (like short-term rentals or business licenses) operate this way, and the current setup risks creating an artificial market.

In the broader discussion, Councilmember Bagby reiterated the need for clarity on revoked license redistribution, stressing this should be part of the revised ordinance. Council members also discussed aligning this approach with other policies (like short-term rentals), enforcing compliance through fines for unlicensed operation, and preventing license hoarding.

Ultimately, it was agreed that the ordinance would be brought back for a new first reading with the discussed changes incorporated: 60-day renewal period, two-year restriction on transferability, and a clear process for handling revoked licenses. Adversely affected parties would be addressed through individual agreements, likely at the same future meeting.

Motion passed 5-1, with Councilmember Geile dissenting. Councilmember Schmidt was absent from the meeting.

B. First Reading Ordinance 25-11-CC - Relating to noise regulations; amending Chapter 14 "Offenses and Miscellaneous Provisions"; Article II "Noise" of the city Code of Ordinances; amending definitions; amending provisions relating to the measurement or assessment of noise; and providing for permissible noise levels.

The City Attorney read proposed Ordinance 25-11-CC by title and then presented it to the city council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO NOISE REGULATIONS; AMENDING CHAPTER 14, “OFFENSES AND MISCELLANEOUS PROVISIONS”, ARTICLE II “NOISE” OF THE CITY CODE OF ORDINANCES; AMENDING DEFINITIONS; AMENDING PROVISIONS RELATING TO MEASUREMENT OR

ASSESSMENT OF NOISE; PROVIDING FOR PERMISSIBLE NOISE LEVELS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR FINDINGS OF FACT; 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 Braden moved to approve Ordinance 25-11-CC on first reading. Councilmember Hebert provided a second to the motion which passed 6-0.

C. Second 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 proposed Ordinance-25-08-LC by title and then presented it to the city council on second 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 Braden moved to adopt Ordinance 25-08-LC on second reading 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 noted that he had recently attended a Planning and Zoning meeting in Walton County, where a large, dense development was under review. The Walton County Planning and Zoning Commission had expressed concerns about transportation concurrency and was prepared to deny the project. However, the developer's attorney argued that because Walton County had adopted mobility fees, state law prohibited denial of the project based on mobility issues, as the fees were intended to address those impacts.

Councilmember Destin expressed concern that a similar situation could occur in Destin. After reviewing the applicable legislation and legal analysis provided by the City Attorney, he believed there was a strong implication that the city could lose its ability to deny or modify future projects based on transportation concurrency once mobility fees were adopted. He stressed that transportation concurrency was one of the city's most effective tools for managing impacts from dense development, particularly at problem intersections such as Stahlman Avenue and many of which were not addressed in the current mobility fee study. He also pointed out a perceived inequity in the proposed fee structure, noting that large single-family homes (e.g.,

4,000 square feet) would be charged fees equivalent to those for high-density multifamily projects, even though their traffic impact would likely be less. He urged caution and requested that the council delay adoption of the ordinance until these issues can be clarified.

Councilmember Destin offered a substitute motion to table the ordinance for one month to allow for further clarification. The motion died for lack of a second.

The mayor called for a vote on the original motion, which passed 5-1, with Councilmember Destin dissenting. Councilmember Schmidt was absent from the meeting.

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

Councilmember Braden expressed gratitude to the Public Works Director and his staff for maintaining the city medians along Highway 98. He emphasized the importance of keeping these areas visually appealing since they serve as the "front door" to the city and are highly visible to residents and visitors. He also noted how well-maintained they appeared and shared appreciation for proactive communication from the director regarding ongoing maintenance.

Councilmember Trammell thanked the organizers of the city's employee appreciation activities, stating that she valued the opportunity to celebrate city staff and noted the importance of such morale-boosting events. She also reported that the Parks Foundation had received a donation from Trees on the Coast and was in the process of finalizing its branding and website to facilitate future donations.

Councilmember Destin raised ongoing concerns about unregulated beach vending, noting persistent violations despite enforcement attempts. He asked how many citations had been issued recently. The Deputy Community Development Director responded that three $500 citations had been issued (May 9, May 14, and one in April), but none had been paid. Two were issued to the same individual and one to a different violator. One citation from March had been downgraded to a warning.

Councilmember Destin made a motion to authorize the City Attorney to file for an injunction in circuit court against the two most frequent violators. The motion was seconded by Councilmember Bagby.

There was discussion about estimated legal expenses, which could reach up to $30,000 depending on the case complexity.

The motion passed unanimously, 6-0.

Councilmember Bagby supported the motion for injunction and recommended that the city not overburden the City Attorney with litigation tasks. Instead, he suggested engaging Special Projects Attorney Kyle Bauman or another external attorney for such special legal projects. The City Attorney confirmed that Attorney Kyle Bauman had already provided a cost estimate.

Councilmember Destin brought up concerns about churches receiving code violations for temporary signage such as banners advertising events like Vacation Bible School. He argued that the original ordinance did not intend to penalize churches for these activities and recommended revising it to allow for temporary, informational signage without penalties.

Councilmember Hebert thanked the Code Compliance team for enforcing parking regulations, specifically citing enforcement at the McGuire's lot where many out-of-state vehicles were ticketed. He appreciated the revenue generated and emphasized its reinvestment in parking infrastructure. He also raised concern about a large piece of machinery left on the grass at Main Street Park, requesting its removal or relocation to paved parking spaces to protect the landscaping.

Councilmember Geile asked for a status update on the harbor dredging project. The City Manager responded that three quotes were being collected to prepare the RFP documents. A recommendation is expected by the next council meeting, with dredging planned after the 2025 turtle nesting and shorebird season.

Councilmember Geile also questioned how often Development Orders (DOs) on the harbor are reviewed. The Deputy Community Development Director explained that livery operators submit affidavits of no change annually, and spot checks are conducted to verify parking, bathroom access, and compliance with vessel registrations. The city is restarting these inspections to catch potential violations, including unregistered or "rogue" operations.

The mayor requested that the city send a formal letter to the U.S. Coast Guard, Congressman Patronis, and Okaloosa County requesting repairs and possible relocation of damaged or misaligned East Pass channel markers.

A motion by Councilmember Destin to proceed with the letter was seconded by Councilmember Bagby and was approved unanimously, 6-0.

The City Attorney announced a closed executive session scheduled for June 16, 2025, at 5:30 p.m. regarding the legal case *Carissa Harbarger, Rainbow Frost Ice Cream, Ronald Ellison, William Ellison vs. City of Destin* (Case No. 3:25CV00550). The meeting will involve all council members, the mayor, city manager, the city's defense counsel William Warner, and a court reporter.

The council members reached a mutual agreement to schedule the executive session.

7. PUBLIC COMMENTS

Mr. Will Ellison criticized the lack of enforcement against illegal beach vending. He reported repeatedly calling in violations with limited response. He challenged the city's claim that only three citations had been issued and raised concerns about vendors operating daily with little accountability. He also mentioned difficulties using the new online help desk to submit complaints and emphasized the importance of documentation for tracking enforcement.

Ms. Carrie Harbarger supported enforcement efforts and offered to help identify illegal vending operations. She emphasized that vendors were staging at multiple beach accesses daily,

using uniforms to blend in with legal operations. She also addressed the city's responsibility, based on prior agreements with the Florida Department of Environmental Protection (DEP), to enforce regulations on state-owned beachfront property. She voiced support for Deputy Community Development Director Steve O'Connor urging the council to provide him with the necessary tools to enforce effectively.

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:54 PM.

_____

Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

ITEM # 2025-769

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.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

DATE: 6/17/2025

SUBJECT: RFB 25-07-CM Crosstown Phase 1 Construction Contract

I. BACKGROUND: On June 16, 2025 Council selected H&T Contractors for the RFB 25-07-CM Crosstown Connector Phase 1 Construction. Staff were instructed to negotiate a contract with H&T.

II. DISCUSSION: The Construction Contract for RFB 25-07-CM has been reviewed and approved by the City Attorney and H&T Contractors.

The total contract is $2,382,818.50

Staff recommend approving the contract and issuing a notice to proceed.

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

B. Effect on Budget (EOB): H&T's construction contract in the amount not to exceed $2,383,819 will be paid by the proceeds of the 2024 Construction loan.

Budget Impact

	BOCC Construction Grant 305.5410.565000 Grant 500028	Gas Tax#2 306.5410.565000 Proj 100018	Transportation Impact Fees 311.5410.565000 Proj 100018	2024 Constructio Loan 324.5410.56500(Proj 100018
FY 25 Adopted Budget*	3,300,000	717,351	1,634,068	4,475,44
Previous Expenses/Encumbrances	-	(17,351)	(62,842)	-
Available Program Budget	3,300,000	700,000	1,571,226	4,475,44
This Agreement +(-)				(2,383,81
FY 25 Remaining Program Budget	$ 3,300,000	$ 700,000	$ 1,571,226	$ 2,091,62

**FY 2025 ADOPTED BUDGET includes encumbrance balances rolled forward from previous years, amendments and tra*

H&T RFB 25-07 $ 2,383,818.50 100% to 2024 Loan

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

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff recommend approval of the contract. The pre-construction meeting is tentatively scheduled for July 9, 2025.

IV. RECOMMENDED MOTION: I move that the City Council approve the contract with H&T for RFB 25-07-CM and direct the city manager to execute the contract and issue a notice to proceed.

Attachments:

1. Contract - H&T executed
2. Exhibit A - 1. RFB 25-07-CM Crosstown Connector Construction, Ph. I bid docs
3. Exhibit A - 2. RFB 25-07-CM Crosstown Connector Construction, Ph. I Add.#1
4. Exhibit B - H & T Contractors 06-09-2025 Scanned - Destin Crosstown Connector
5. Exhibit C - Price Proposal Sheet

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: _____

Contract/Lease Control #: _____

Procurement#: RFB 25-07-CM

Contract/Lease Type: Crosstown Connector Construction - Phase 1

Award To/Lessee: H&T Contractors

Owner/Lessor: CITY OF DESTIN

Effective Date: _____

Expiration Date: Insert Date and # of Renewals

Description of: Crosstown Connector Construction – Phase 1

Department: City Manager

Department Monitor: Jeff Cozadd

Monitor's Telephone #: 850-279-4228

Monitor's FAX # or E-mail: jcozadd@cityofdestin.com

Closed: _____

CC: CITY CLERK
CITY MANAGER
CITY ATTORNEY

CONTRACT #_____

AGREEMENT BETWEEN CITY OF DESTIN, FLORIDA AND H&T CONTRACTORS FOR CONSTRUCTION SERVICES

THIS CONTRACT, made this ____ day of _____ by and between the **City of Destin, Florida**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City", and **H&T Contractors**, with an address at 376 Ben King Rd, Freeport, FL 32439 hereinafter referred to as the "Contractor,"

IN CONSIDERATION of the mutual covenants contained herein, and for other good and valuable consideration, City and Contractor do agree as follows:

SECTION 1. SCOPE OF WORK –

The Contractor shall perform the Work as defined in Request for Bids No. 25-07-CM Crosstown Connector Construction - Phase 1 ("RFB 25-07-CM"), its Exhibits and amendments, if any, to the Invitation to Bid and any addenda thereto being attached hereto as **Attachment "A",** incorporated by reference herein and made a part hereof as fully as if herein set forth.

1.1 **Project**: CONTRACTOR shall perform work that consists of the project, as specified in RFB 25-07-CM. Generally, the work consists of the construction of four Crosstown Connector Construction - Phase 1 - 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.

1.2 **Scope**: Specifically, the Scope of Services will include all items listed and priced in the base bid for RFB 25-07-CM, its Exhibits and addenda, and all terms and conditions listed therein (**Attachment "A"**). At its option, the City may choose to approve all or none of the alternatives described by the Contractor in its bid for RFB 25-07-CM.

1.3 **Terms & Conditions: THE COMPLETE TERMS AND CONDITIONS STATED, REGARDLESS OF WHICH DOCUMENT LISTED IN RFB 25-07-CM, ARE INCORPORATED BY REFERENCE INTO THIS DOCUMENT.**

1.4 **Pricing**: Unless otherwise specified herein, the Contractor is to furnish all tools, equipment, labor and consumables to complete the Work at the unit prices stated in **Attachment "C"**.

1.5 **Work Site Conditions**: The Contractor shall at all times, keep the work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an area or waste site as designated by the City. If the Contractor fails to clean up the work site after 24 hours' notice by the City, the City may complete the clean-up and charge the Contractor for the costs of such clean up.

SECTION 2. PLACE OF WORK

Contractor's work will be rendered within the City of Destin, Okaloosa County, Florida.

SECTION 3. SCHEDULE/TERM –

The Contract Work Schedule/Term is as stated below:

3.1 **Contractor shall order product and materials no later than 30 days of issuance of the date of City's Notice to Proceed,** and Contractor shall proceed with all work in accordance with this Contract, as per Contract Attachments A, B and C. Proof of supplier/manufacture's order acceptance shall be promptly forwarded to the City.

All Work shall be substantially completed within 180 days of the date of City's Notice to Proceed.

3.2 Contractor shall maintain contact with product supplier/manufacturer, obtaining updates on a regular basis, and shall immediately notify the City of manufacturer delays or transit delays.

3.3 **Though lead times may be long, Contractor confirms that product is on hand, and if not available at time of construction, will have alternate solutions to maintain the project deadlines.**

3.3.1 Contractor and City shall continue to make adjustments in work scheduling, and where unavoidable, request in writing for an extension of the Contract's performance time.

3.3.2 Any installation of replacements or additional work required by alternate solutions will be done at no cost to the City, and final completion will be as new product specified in the ITB.

3.4 **Product warranties begin at date of Substantial Completion, as defined by mutual agreement at the pre-construction meeting.**

SECTION 4. PROJECT COORDINATION & SCHEDULING

4.1 During the course of work, the Contractor shall be responsible for keeping the City informed of the proposed work schedule. This includes any scheduled work that could impede the public or traffic at the worksite. The Contractor shall prepare a Construction Schedule to serve as a guide in managing the construction progress.

4.2 The Contractor shall not put workers on the job or perform any work without prior knowledge that such work is to be done, the place of work, and the scheduled starting time. A minimum 48-hour notification to the City is required. The City reserves the right to deny the request without penalty.

SECTION 5. COMPENSATION PLAN –

The Contractor agrees to provide the services and equipment as negotiated on **Attachment C** to the City at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as **Attachment B**, incorporated by reference herein and made a part hereof as fully

as if herein set forth.

The City shall pay the Contractor for the performance of this Contract in an amount not to exceed $2,382,818.50.

- $215,875.00 for grading
- $2,166,943.50 for site improvements

5.1 Any additional work performed under this Contract shall be through the Issuance of a Contract Amendment, and change order of the City Purchase order(s).

SECTION 6. PAYMENT

6.1 The City shall pay the Contractor the contract price(s) at the successful completion of the work**.**

6.2 The City will make progress payments on a monthly basis as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract and as approved by the City Manager or his designee.

6.3 Partial payments under the Contract shall be made at the request with an Application and Certification for Payment (AIA Document G702) by the Contractor not more than once each month, based upon partial estimates agreed to by the Contractor and City and shall be furnished to and approved by the City prior to transmittal to the City payment.

6.4 All invoices received by the City are payable within thirty (30) days from receipt, (unless prompt payment discount is offered), provided they have first been approved by the City, and the City has accepted the invoiced work.

6.5 The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor.

6.6 Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the City Council.

6.7 Retainage. City shall withhold from each payment of the contract price a sum ("retainage") equal to ten percent (10%) of the invoice. Purchases of materials are excluded from retainage calculations. Fifty percent (50%) of the accumulated retainage shall be released by City to Contractor upon the City's acceptance of one-half (50%) of the total Work to be performed pursuant to this Contract. After the City has accepted that 50% of the Work is completed, retainage shall be reduced to five percent (5%) of the invoice. Upon the City's acceptance of all remaining Work (including the final punchlist), the entirety of the remainder of the retainage shall be released by City to Contractor.

6.8 All invoices shall be directed to: accountspayable@cityofdestin.com

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

SECTION 7. TERMS & CONDITIONS

7.1 Independent Contractor Status; Indemnity: At all times the Contractor is an independent contractor and agrees to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and

costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute768.28 as amended from time to time.

7.2 Subcontractors:

7.2.1 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 reply to the Contractor in writing stating whether or not the City, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the City to reply promptly shall constitute notice of no reasonable objection.

7.2.1.1 Should no objection be made the City within five (5) business days, the person or entity selected by the Contractor shall be deemed acceptable. The Contractor shall be entitled to consideration of an EOT (Extension of Time) for the process or delay incurred due to replacing the person or entity that was objected to by the City.

7.2.2 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection. If the City has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the City has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

7.2.3 The Contractor shall not change a Subcontractor, person or entity previously selected without prior approval from the City.

7.2.4 Contractor shall be fully liable and responsible to the City for all acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, to the same degree and extent as he is liable and responsible for the acts and omissions of his own employees and other persons directly employed by him.

7.3 Time is of the Essence

7.3.1 The parties agree that time is of the essence in the completion of the Work

called for in the delivery of services of the character and quality specified in the bid document and that Contractor will conduct all work diligently and as specified by the City.

7.3.2 The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

7.3.3 Upon receipt of a written request and justification for an extension from the Contractor, the City may extend the time for performance of the contract or delivery of goods here in specified at the City's sole discretion for good cause shown.

7.3.3.1 Depending on the specific facts, reasonable cause for a permissible EOT (Extension of Time) may include: Weather Delays, Material Lead Times affect by Force Majeure, Delays by Design Team responses, Delays by City responses, Schedule Impact associated with any approved Change Order, or other items that may be qualified as Excusable Delays. See Section 7.5 for details.

7.4 Liquidated Damages:

7.4.1 In the event these specified supplies, services, or equipment are not delivered by the date specified, there will be deducted from the total contract price, not as a penalty but as liquidated damages, the sum of $500 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the City, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or its supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or its supplier(s), a reasonable extension of time as the City deems appropriate may be granted.

7.4.2 The above amounts per calendar day are fixed and agreed upon by and between the Contractor and City, because of impracticability and difficulty in ascertaining actual damages City would sustain, and said amounts are agreed to as adequate coverage of damages which City would sustain by reason of inconvenience, loss of use of monies, or other additional costs.

7.4.3 Upon receipt of a written request and justification for an extension from the Contractor, the City may extend the time for performance of the contract or delivery of goods herein specified at the City's sole discretion for good cause shown.

7.4.4 In the event that the City should choose to permit the Contractor to continue the work after expiration of the contract time, or as such contract time may be extended, such will not operate as a waiver by the City of its rights to recover liquidated damages. In the event that the City terminates the employment of the Contractor under the contract, the City shall retain the right to assess, collect, and recover liquidated damages from the Contractor and/or the Surety until the work under the contract

is satisfactorily completed. The amount of liquidated damages will be deducted from the remaining balance of funds due the Contractor under the contract. In the event that liquidated damages which accrue prior to completion of the work under the contract should exceed the remaining balance of funds due the Contractor under the contract, the Contractor shall forfeit any rights to claim additional payments under the contract and both the Contractor and his Surety shall be liable for accrued liquidated damages in excess of the contract balance.

7.4.5 **Delays**: **If the Contractor wishes to make a request to increase the Contract Performance Time, a written notice shall be given within seven (7) calendar days from the probable cause of delay on progress of the Work.**

7.4.6 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. This Request for Time shall be made within seven (7) calendar days of the adverse weather.

7.4.7 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the City, or of a separate Contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City pending mediation and arbitration, or by other causes which the City Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine.

7.5 Changes in Scope of Work: The City, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

7.5.1 "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of this Contract, or added work necessary to meet the performance goals of the scope of work.

7.5.2 "Extra work" shall be defined as work not required under the scope of work of this Contract, is something done or furnished beyond the requirements of the Contract, and is entirely outside and independent of the scope of work and not contemplated by it.

7.5.3 "Change Order" shall be defined as a written instrument prepared by and signed by the City and Contractor, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the Contract price,

and the adjustment, if any, to the Contract's completion time.

7.5.4 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 Contractor and authorized by the City as a Change Order.

7.6.5 The City Manager may request and approve change orders to the Contract consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed amounts specified in the City's Purchasing Manual and Policy.

7.6.6 A change order exceeding the City Manager's authority must be approved by the City Council
.

7.6.7 All change orders shall be considered a written addendum to the Contract.

7.6.8 Contractor is not authorized to approve any additional or extra work, grant authority for any work, issue a notice to proceed, recommend progress payments, or otherwise act as an agent of the City unless specifically authorized in writing by the appropriate City officials.

7.6.9 No claim for extra work will be considered valid by the City unless first submitted in writing.

7.6 Correction of Work - The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

7.6.1 Promptly shall be defined as reasonable with consideration to sequence of work. Contractor will track such requests by the City on a Corrective Actions Log or Punchlist to be corrected in sequence with the flow of work that is conducive to maintain the project schedule and predictive workflow.

7.7 Final Inspection

7.7.1 Upon notice from the Contractor that work is completed in accordance with the specifications, the City shall make a final inspection of the Work. The Contractor will be notified of all instances where his Work fails to comply with the specifications.

7.7.1.1 The City shall conduct final inspection within a reasonable amount of time relative to the schedule set forth by the Contractor. This shall include any inspection by Architect or Consultants for the City.

7.7.2 A delay in conducting the inspection within a reasonable amount of time after request is made by the Contractor shall constitute a delay by the City and qualify for consideration for an EOT (Extension of

Time) if submitted in writing by the Contractor. The Contractor shall immediately correct or complete all issues as well as defects that were identified by the City or a City representative.

7.7.2.1 The term immediately shall be defined as reasonably within the Project Schedule set forth by the Contractor and accepted by the City for the close out process and punchlist activities whether prior or post Certificate of Occupancy is applied for or achieved.

7.7.3 Upon completion of the repair work the Contractor shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Contractor of any necessary repair work that is not completed. The Contractor shall immediately complete all incomplete work and arrange for re-inspection.

7.8 Acceptance - The City will be deemed to have accepted the Work after the City notifies the Contractor of its satisfaction that the Work is completed.

In the event the Work completed under this Contract does not conform to the specifications, the City reserves the right to cancel the Contract upon written notice to the Contractor.

7.9 Termination for Convenience

The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Contractor for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Contractor for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

7.9.1 Contractor's associated costs of procuring those reimbursable goods and/or services are considered part of the amount incurred.

7.10 Termination For Default: The City may terminate all or any part of this contract, by giving Notice of Default to the Contractor, if the Contractor:

7.10.1 refuses or fails to deliver the goods or services within the time specified,

7.10.2 fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performance hereunder,

7.10.3 becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors,

7.10.4 fails to supply enough skilled workers or properly operating equipment, to perform the work required under the contract in a timely and proper fashion and to assure prompt completion of the work,

7.10.5 fails to make prompt payment to subcontractors, or payments for or labor;

7.10.6 Persistently disregards law, ordinances or the instructions of the City, or otherwise violates any provision of the contract or contract documents;

7.10.7 Performs the work unsuitably or neglects or refuses to repair work that has been rejected by the City;

7.10.8 Fails to resume work which has been discontinued within a reasonable time after being furnished notification to do so; OR

7.10.9 Fails to secure, replace, and/or maintain the insurance required in this ITB.

In the event of termination for default, the City's liability will be limited to the payment for services delivered and accepted as of the date of termination.

7.12. Indemnification and Insurance

7.12.1 **Indemnification**

The Contractor hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Contract whether by act or omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of this Contract between the parties.

7.12.2 **Insurance**

Contractor shall provide evidence of insurance coverage which is equal or exceeds the minimum standards for this project, listed here, prior to commencing work. Such insurance shall remain in effect for the entire term of the Contract.

During the project, should Contractor fail to provide acceptable evidence of current insurance within seven (7) days before the expiration date of an insurance policy, the City shall have the right to terminate the Contract.

All insurance coverages shall be written by a company licensed to do business in the State of Florida and shall have an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract for the following amounts:

a. **Workers Compensation:**

Coverage A	In conformity with Florida Statues.
Coverage B	$500,000/$500,000/$500,000

b. **Commercial General Liability:**

Each occurrence for:

Bodily Injury/Property Damage	$1,000,000
Personal and Advertising Injury	$1,000,000
Products/Completed Operations	$1,000,000
General Aggregate for:	$2,000,000
Fire Legal Liability	$100,000
Medical Payments	$10,000
Contractual Liability where applicable	

c. Business Automobile Liability

Combined Single Limit	$1,000,000

This coverage shall include the following provisions:

- The City of Destin shall be an additional insured
- The policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

d. Umbrella Liability:

In lieu of providing insurance at the limits required for GL and Auto, Contractors may fulfill the requirements of this section by securing umbrella liability insurance coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Section 3.16 of the bid document.

e. Builders Risk Insurance

- Contractor shall purchase and keep in effect builders "all-risk" extended coverage (including flood and wind storm damage) on a non-reporting completed value with special cause of loss form in an amount based upon complete replacement value of improvements.
- The City of Destin shall be named as additional insured on the policy and the City explicitly reserves the right to review said policy upon request.
- The policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice.

7.13 **Bond Requirements** - Performance Bond equal to one hundred percent (100%) of the Contract price will be required. Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required. Warranty Bond equal to one hundred percent (100%) of the Contract price will be required. Labor & Material Payment Bonds, Performance Bond and Warranty Bond shall accompany the contract within 15 days, be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract, by date. Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled "Surety Companies Acceptable on Federal Bonds" or otherwise acceptable to the City in the City's discretion.

7.14 **Safety Measures** - The Contractor shall take all necessary precautions for the safety of the City's and Contractor's workers on all Work sites and shall erect and properly maintain at all times all necessary safeguards for the protection of the Workers and public. The Contractor shall post signs warning against hazards in and around the Work site.

7.15 **OSHA –** Precautions shall be exercised at all times for the protection of persons and property. Contractor shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for the same.

7.16 **Protection of Resident Workers** - The City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

7.17.1 Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.

7.17.2 The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The Contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

7.17.3 The City reserves the right to request documentation showing compliance with this requirement.

7.17 **Federal E-Verify Compliance** - In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Contractor hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

7.18 **Right to Audit Records -** The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Contract or any sub-contract to this Contract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

7.19 PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK – CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541
850-837-4242
rbaily@cityofdestin.com

7.19.1 Contractor shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Contractor shall 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 costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.

7.19.2 Contractor shall 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 City.

7.19.3 Upon completion of the contract, Contractor shall 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 to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records.

7.19.4 All public 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.

7.19.5 Failure of Contractor to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.

7.19.6 If Contractor fails to provide the public records to the City within a reasonable time Contractor may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Contractor has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

7.20 Familiarity With The Work: The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be

responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Contract.

7.21 **Title and Risk of Loss -** The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

7.22 **Licenses -** The Contractor is responsible for obtaining any necessary state contractor's licenses, and the Contractor must be duly licensed in accordance with the State of Florida's statutory requirements to perform the work identified herein. Proof of licensure shall be submitted with this contract. Required licenses shall be maintained and valid throughout the term of this contract.

7.23 **Permits -** The Contractor is responsible for procuring all work permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.

7.24 **Federal Terms** – N/A.

SECTION 8. OTHER PROVISIONS

8.1 **Florida Law Applies & Venue:** The parties acknowledge and agree that this contract shall be governed by, and construed pursuant to the laws of the State of Florida and that the venue for any action related to this contract lies solely within the state courts of Okaloosa County, Florida.

8.2 **Sovereign Immunity:** Nothing contained herein is intended nor shall it be construed to waive the City's sovereign rights and immunities under the common law or Florida Statute 769.28 as amended from time to time.

8.3 **No Waiver:** No failure of either party to exercise any right or power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of a party's right to demand exact compliance with the terms hereof.

8.4 **Conflicts of Interest:** The Contractor acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this Contract. The undersigned hereby certify that this Contract is made without prior understanding, Contract or connection with any corporation, firm or person who submitted bids for the Work covered by this Contract and is in all respects fair and without collusion or fraud.

As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

8.5 **Assignment** - The Contractor may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

8.6 **Non-Exclusivity** - This Contract is considered a non-exclusive Contract between the parties.

8.7 **Modifications** - No waiver, alterations, consent or modification of any of the

provisions of this Contract shall be binding unless in writing and signed by the City Manager or his designee.

8.8 Conflicts, Severability

The provisions of this Contract are intended to be independent, and in the event any provision hereof shall be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of the Contract. If there is a conflict in the terms or provisions of this Contract and any of the referenced documents, the following shall be the order of precedence from most controlling document to least controlling document: a) this Contract; b) the Request for Bids; and c) Contractor's Bid. If there is a conflict in the terms or provisions, all non-conflicting portions of the terms or provisions of the less controlling documents shall remain enforceable.

8.9 Entire Agreement: This Contract supersedes all other understandings and agreements between the parties and constitutes the sole and entire agreement between Contractor and City. Oral representations not set forth herein cannot be relied upon and are not binding on either Contractor or City. This Contract may not be modified except in writing signed by all parties hereto. Notwithstanding the following, any provision, right or obligation found in ITB 23-004 shall be binding on the parties to the extent that such provision, right or obligation is not specifically contradicted in this Contract.

8.10 Executed on the _____day of _____, 2025.

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 for the
City of Destin, only:

CONTRACTOR:

_____
By: Timothy D. Tindle, Jr
Its: Managing Member

06/20/2025
Date

Witness to Signature:

_____
Print Name: Tony Bailey

_____
Print Name: Tim Tindle

Kimberly Romano Kopp
City Attorney

ATTACHMENT "A"

RFB No. 25-07-CM

ATTACHMENT "B"

CONTRACTOR BID

DATED June 9, 2025

ATTACHMENT "C" –
RFB 25-07-CM
PRICING PAGES

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

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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

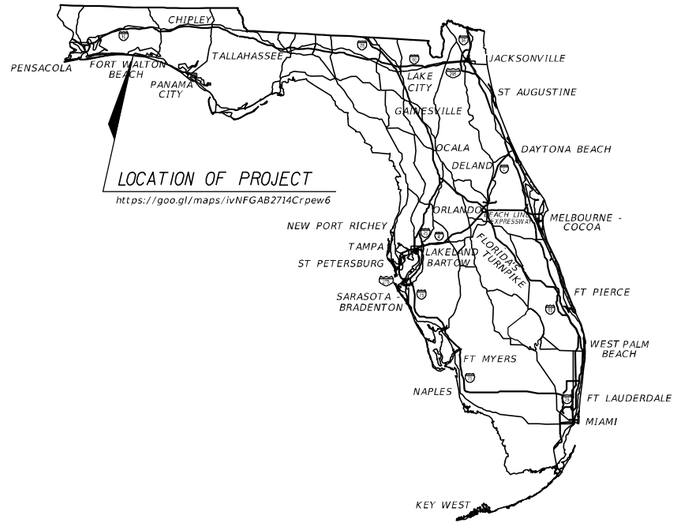
CITY OF DESTIN

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

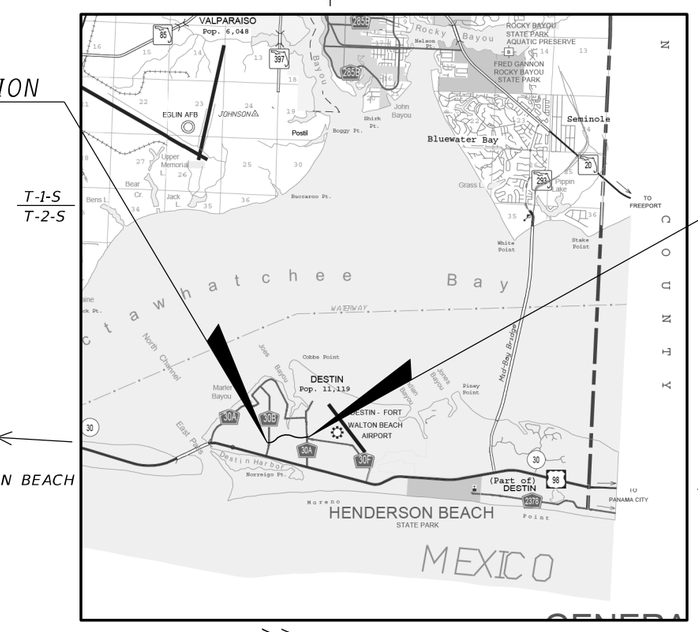
INDEX OF ROADWAY PLANS

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

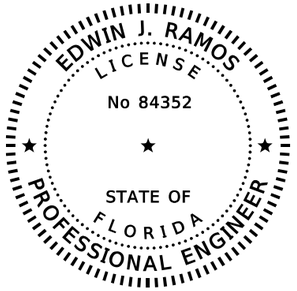
PROJECT MANAGER:

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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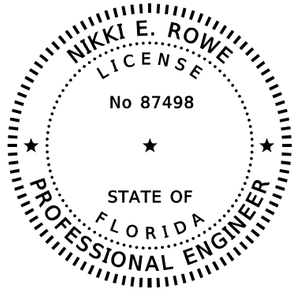
97-122	TEMPORARY TRAFFIC CONTROL PLAN
123-131	UTILITY ADJUSTMENTS
SQ-1 - SQ-3; SQ-6 - SQ-17	SUMMARY OF QUANTITIES



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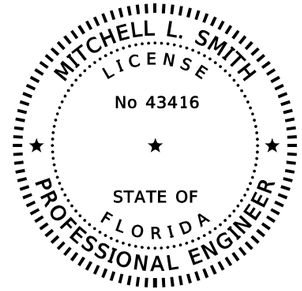
ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
NIKKI E. ROWE, P.E. NO. 87498

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
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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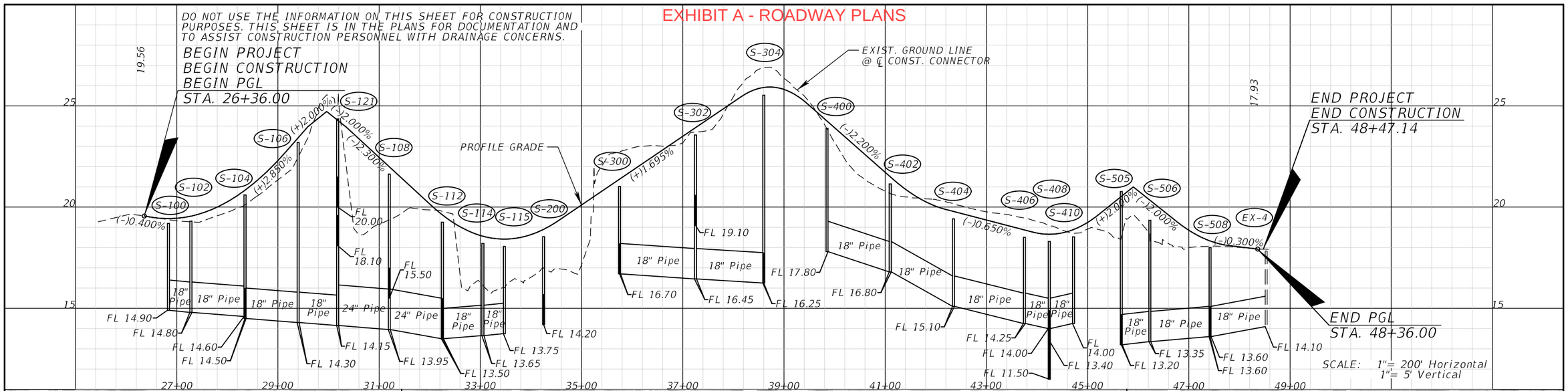
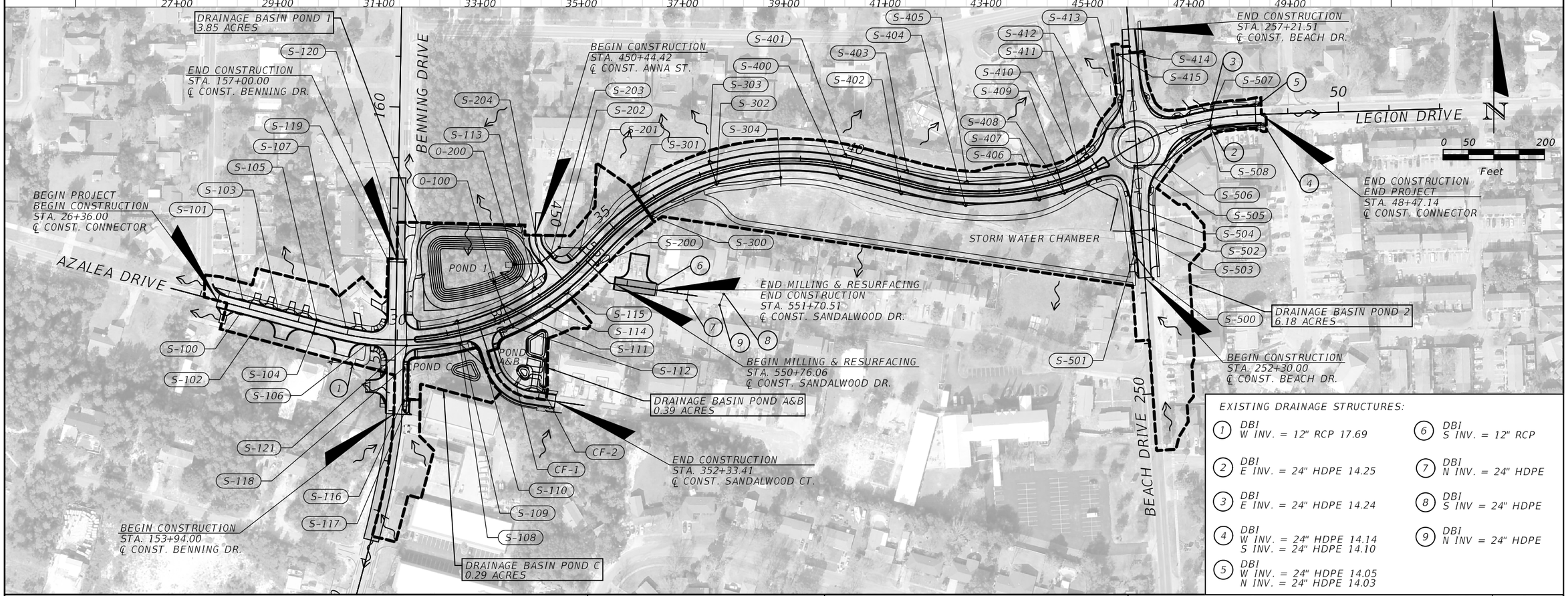
EXHIBIT A - ROADWAY PLANS

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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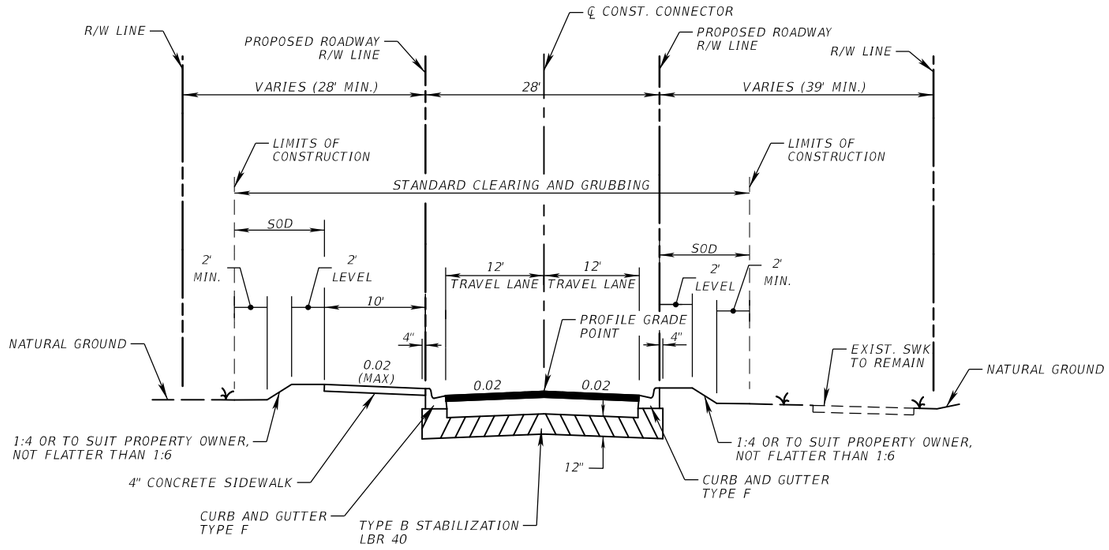
EXHIBIT A - ROADWAY PLANS



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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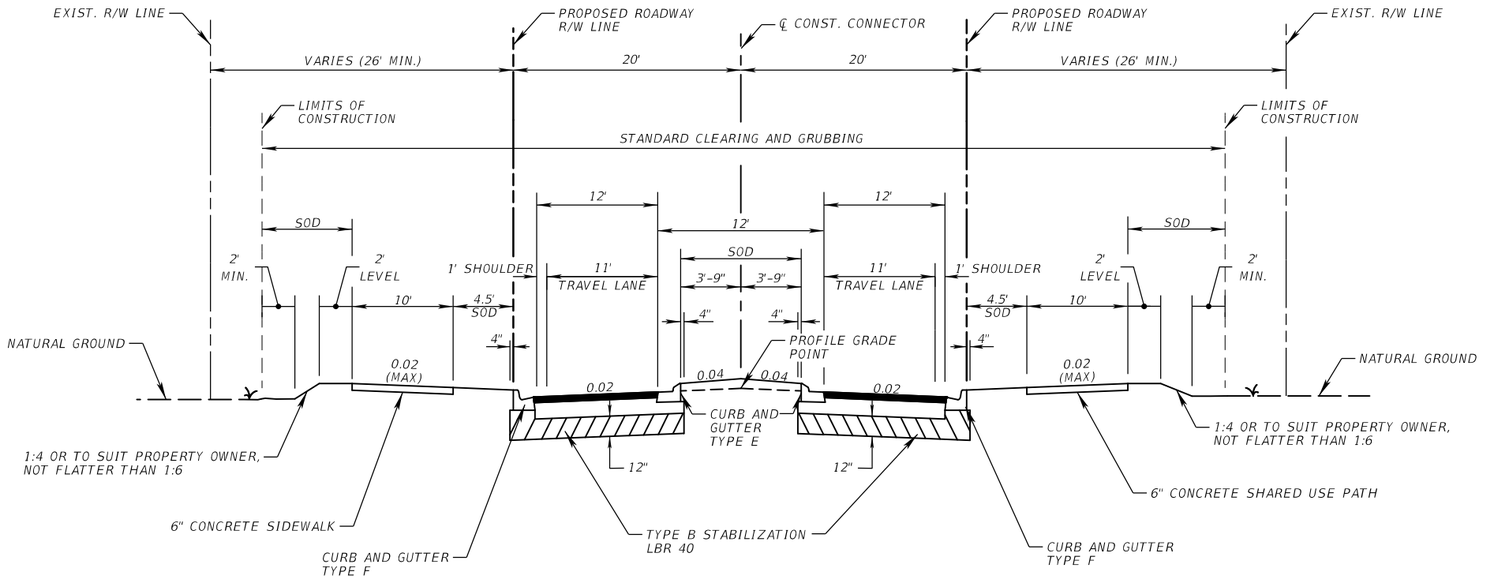
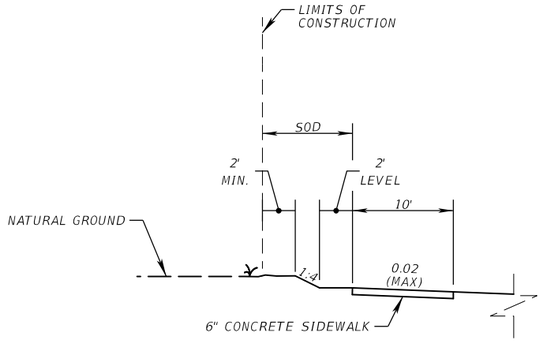


TYPICAL SECTION (2)
NEW AZALEA DR
STA. 30+39.54 TO STA. 35+00.00 (CONNECTOR)



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.
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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. 6

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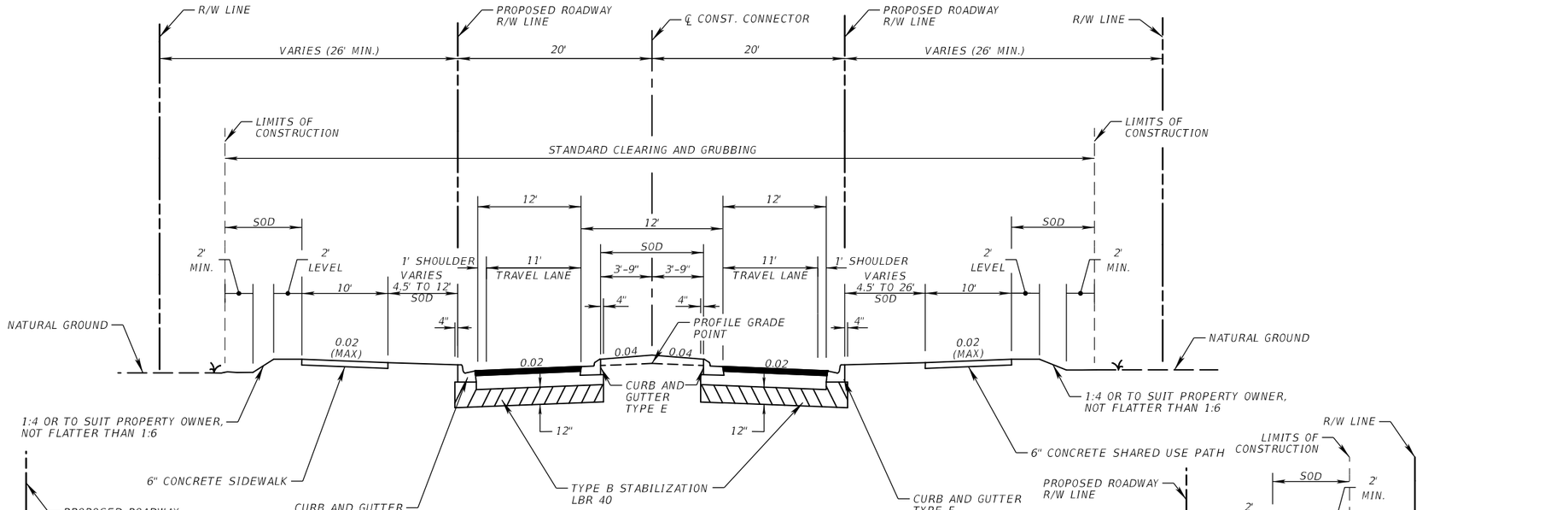
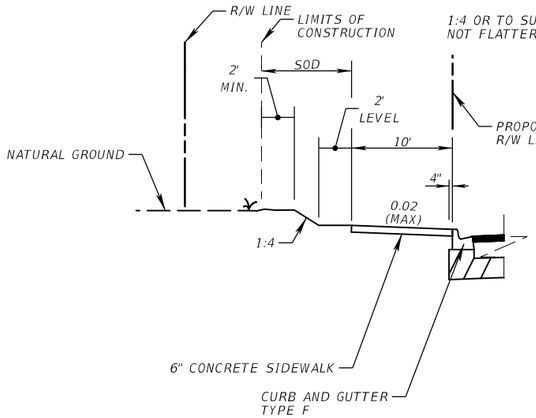
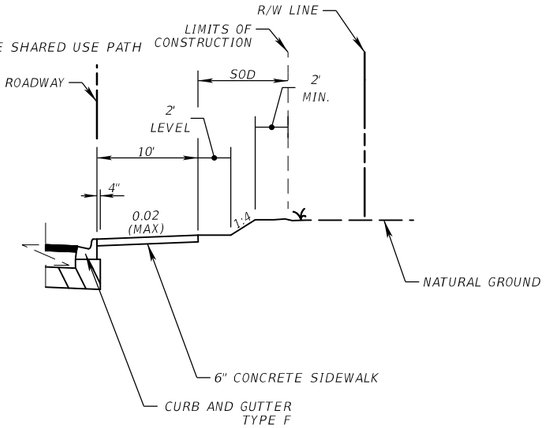
EXHIBIT A - ROADWAY PLANS



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)

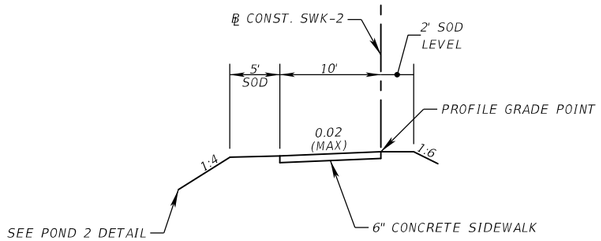


SIDEWALK DETAIL
STA. 35+67.80 TO 36+24.20 (RT)

TRAFFIC DATA

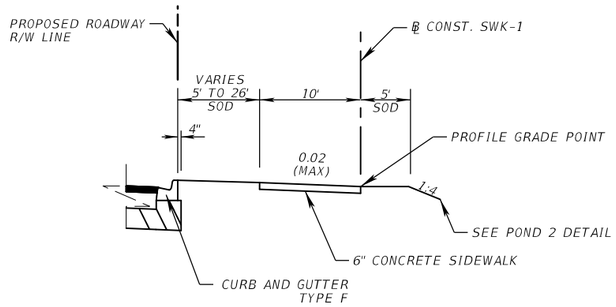
CURRENT YEAR = 2020 AADT = 3,700
ESTIMATED OPENING YEAR = 2023 AADT = 5,700
ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
K = 9% D = 66.8% T = 2.7% (24 HOUR)
DESIGN HOUR T = 1.35%
DESIGN SPEED = 35 MPH

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.
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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. 7

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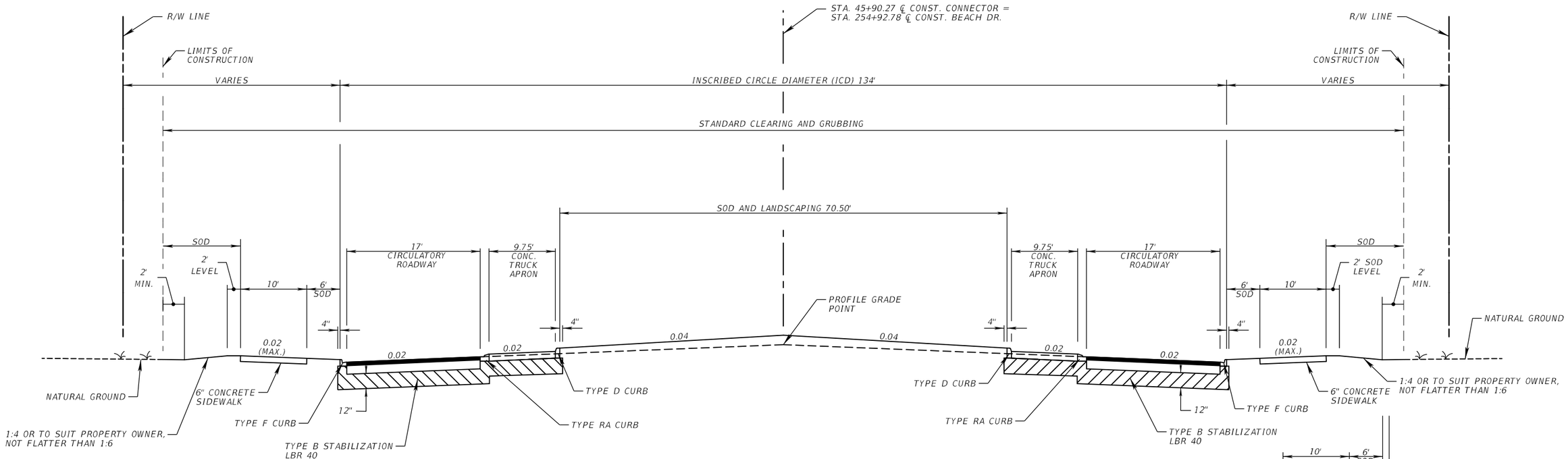


TYPICAL SECTION (4)
STA. 45+90.27 (CONNECTOR)
STA. 254+92.78 (BEACH)

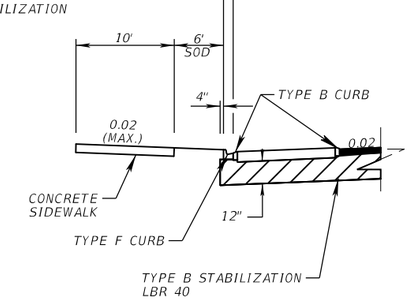
BEACH DR. TRAFFIC DATA

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
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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. 8

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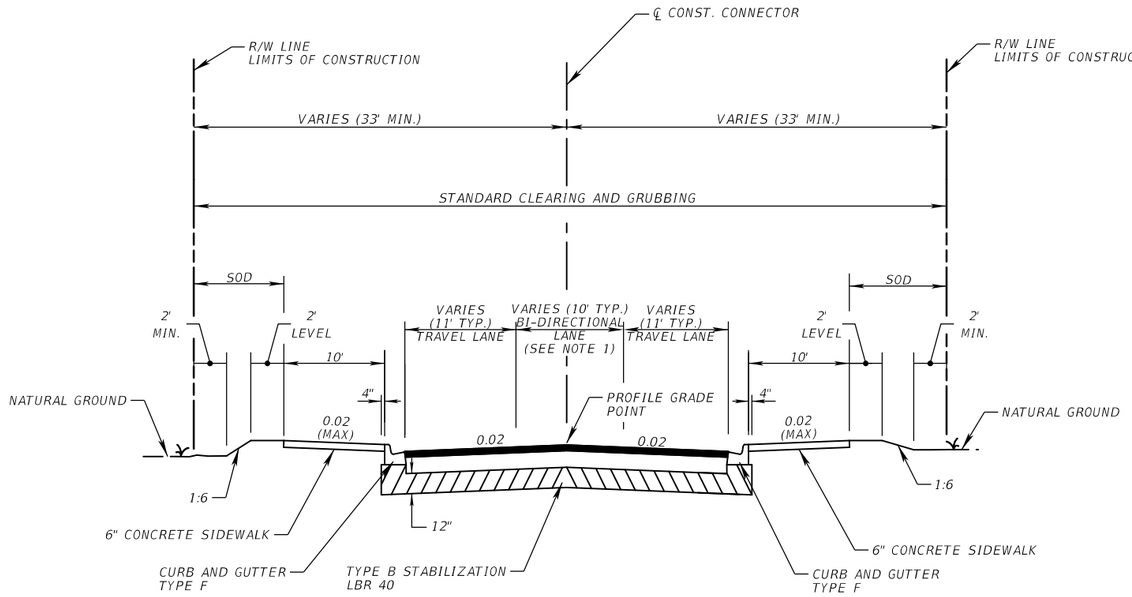


TYPICAL SECTION (5)

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

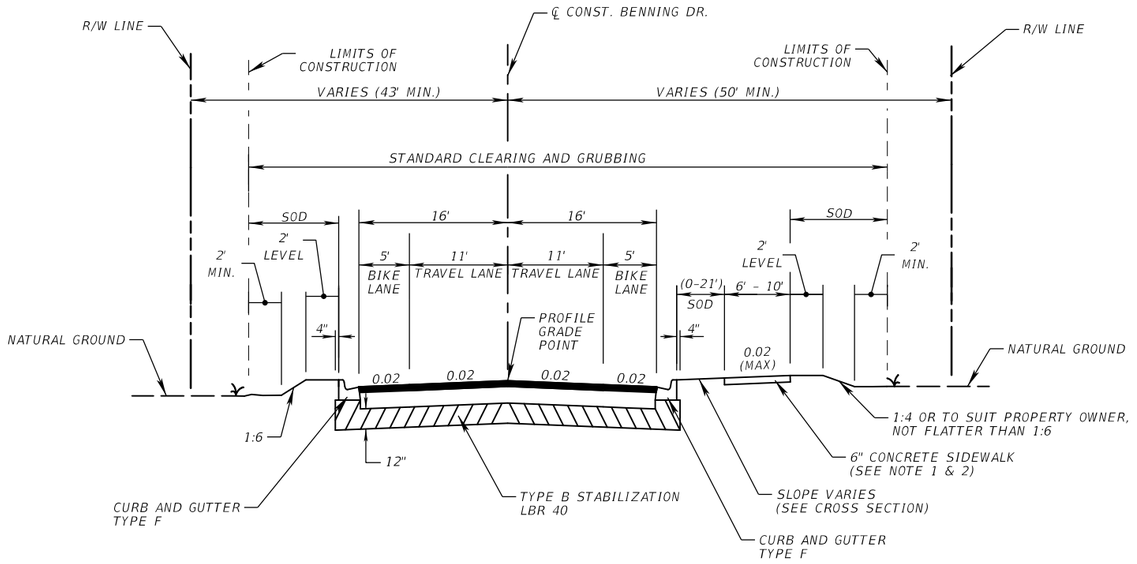
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 9

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

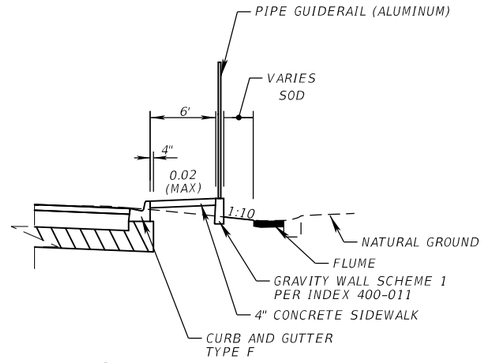


TYPICAL SECTION (6)

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

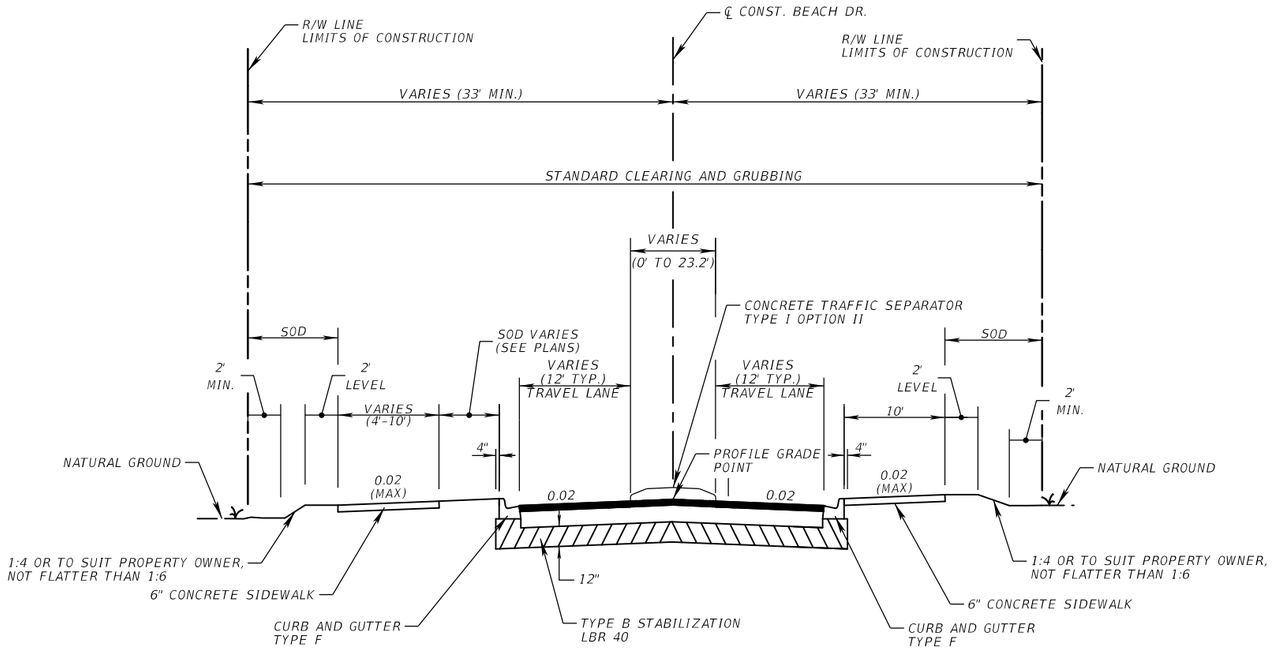
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 10

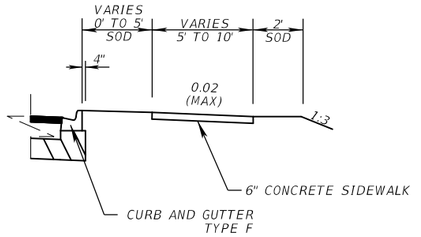
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



TYPICAL SECTION (7)

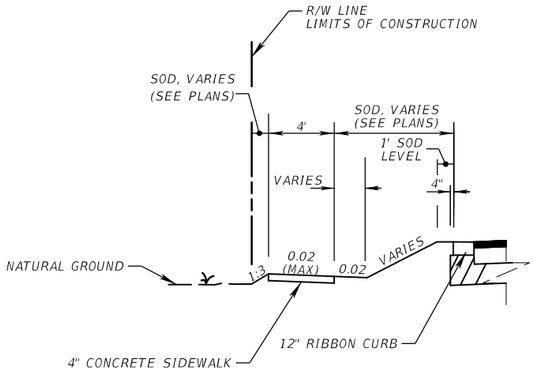
STA. 252+30.00 TO STA. 254+27.11 (BEACH DRIVE)

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

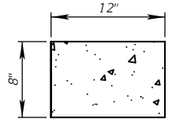
STA. 255+87.61 TO STA. 257+20.00 (LT)

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

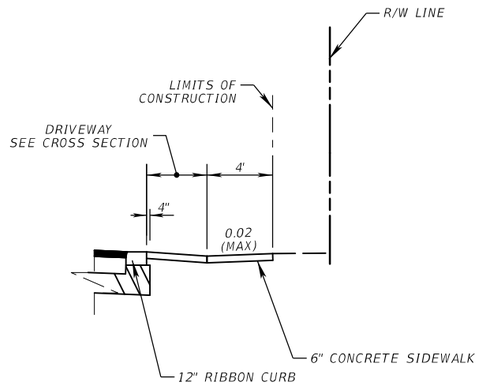
TRAVEL LANES

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)

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

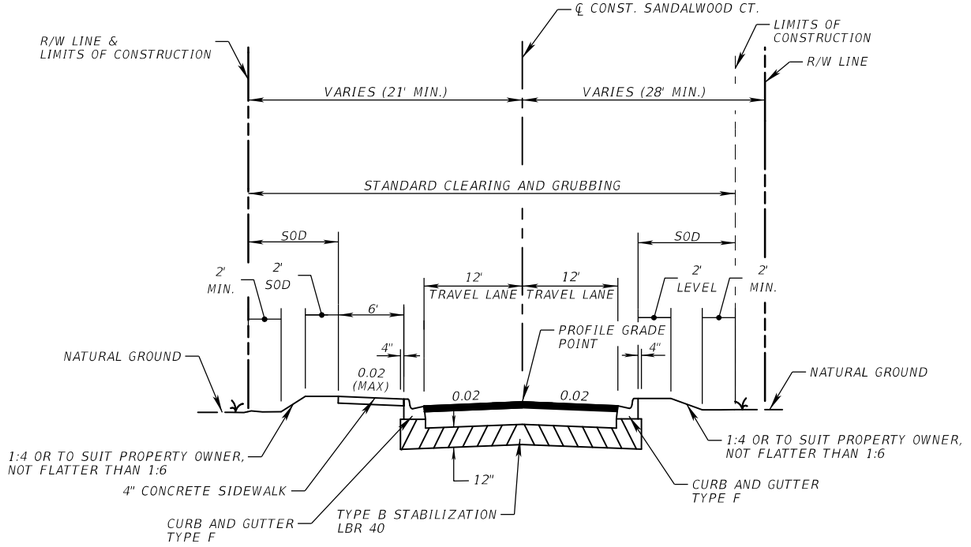
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TYPICAL SECTION

SHEET NO. 11

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



TYPICAL SECTION (8)

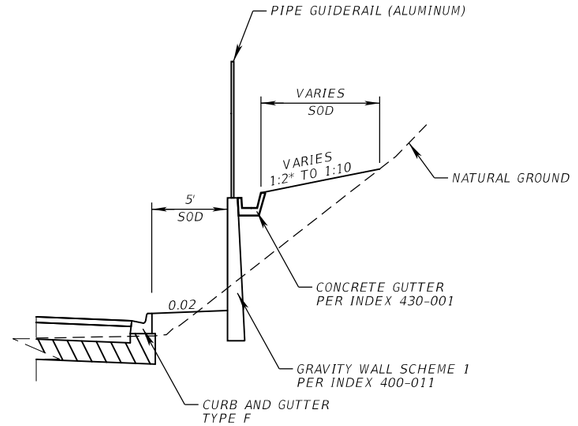
STA. 350+18.00 TO STA. STA. 352+33.41 (SANDALWOOD CT.)

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)

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

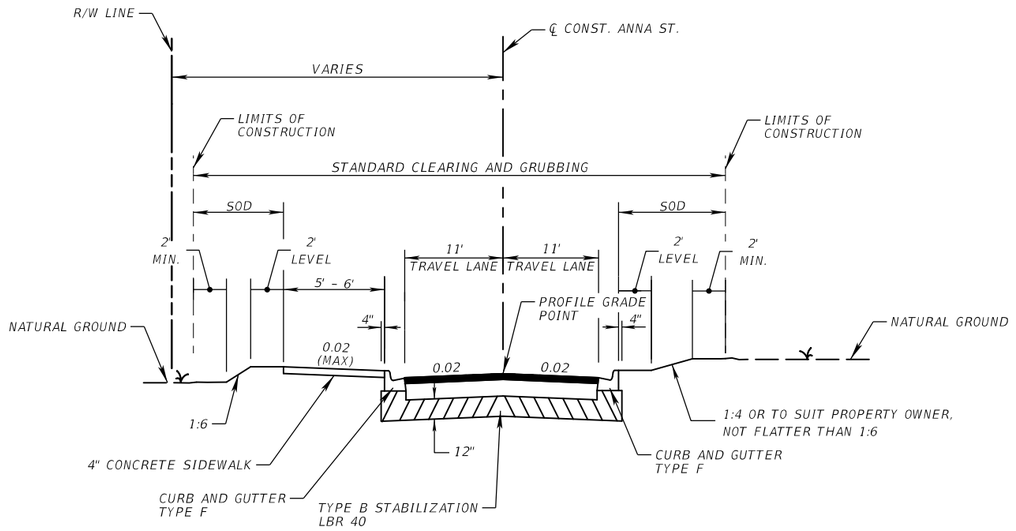
EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

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			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. LICENSE NUMBER 84352
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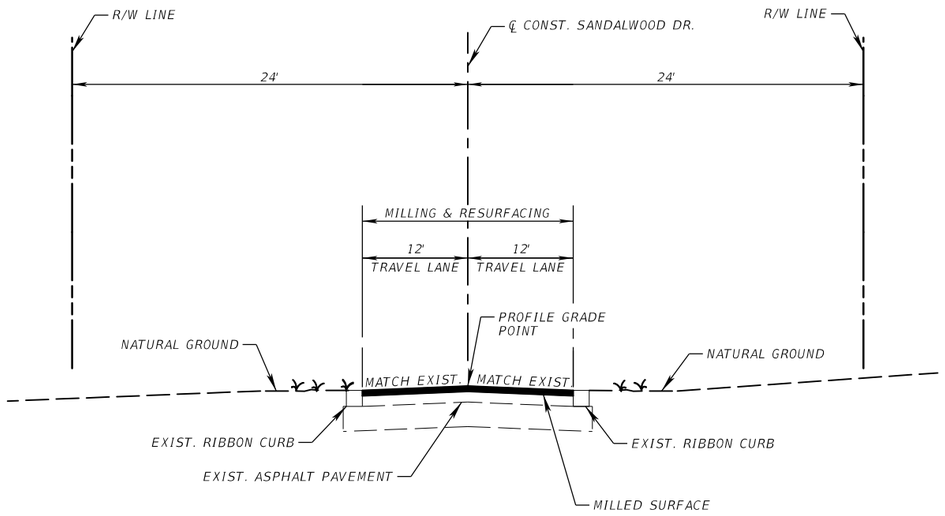
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

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

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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

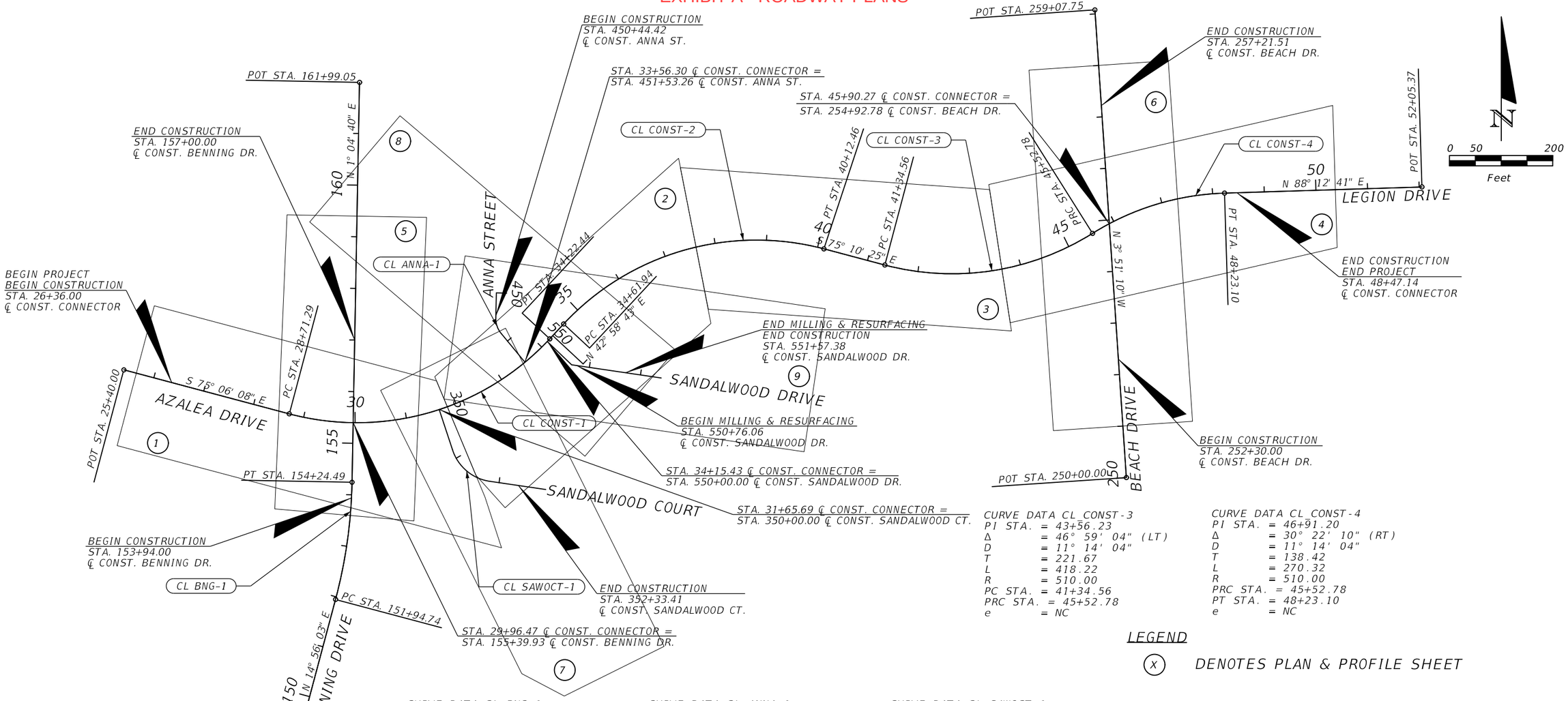
CITY OF DESTIN

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'

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

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

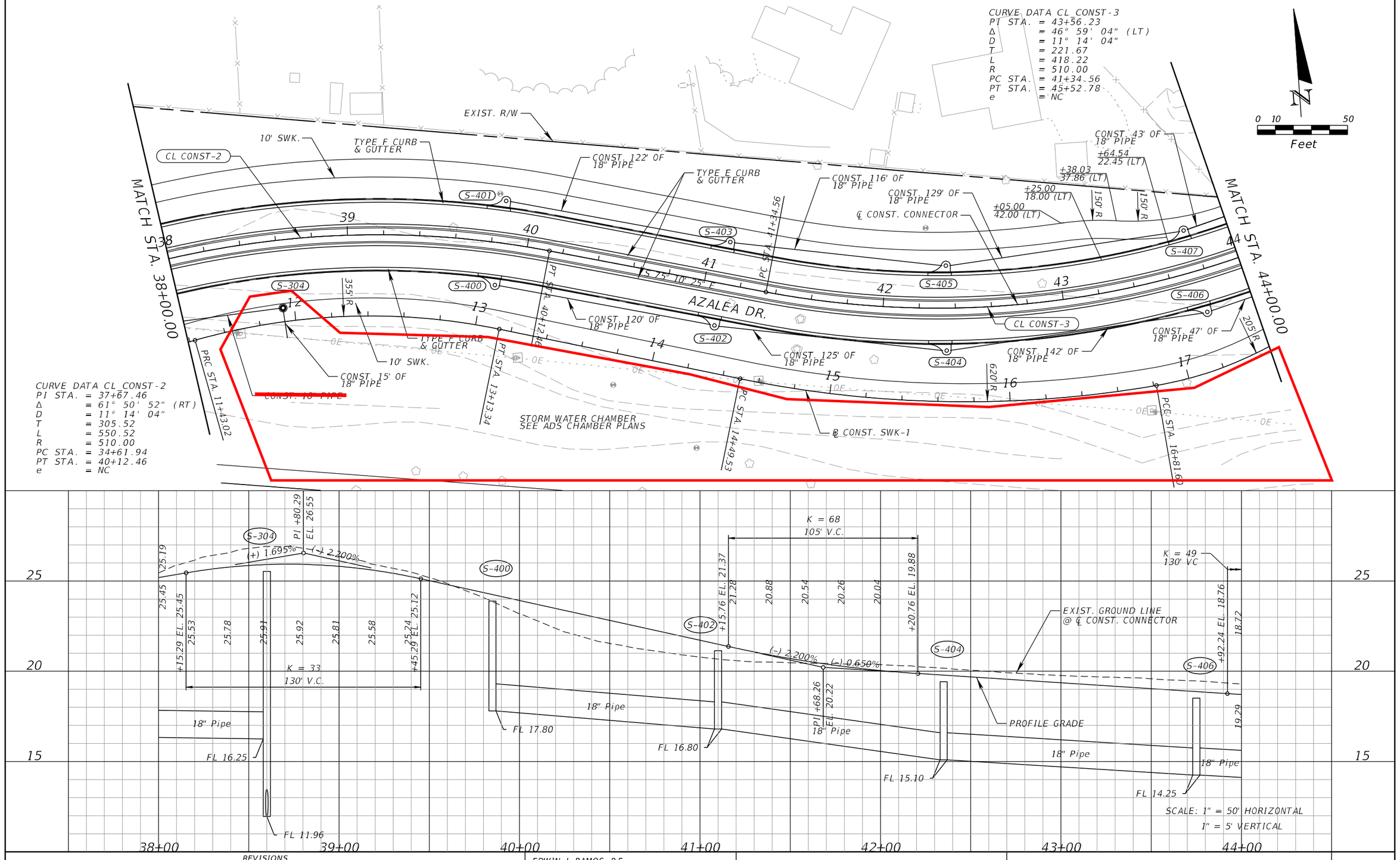
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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

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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

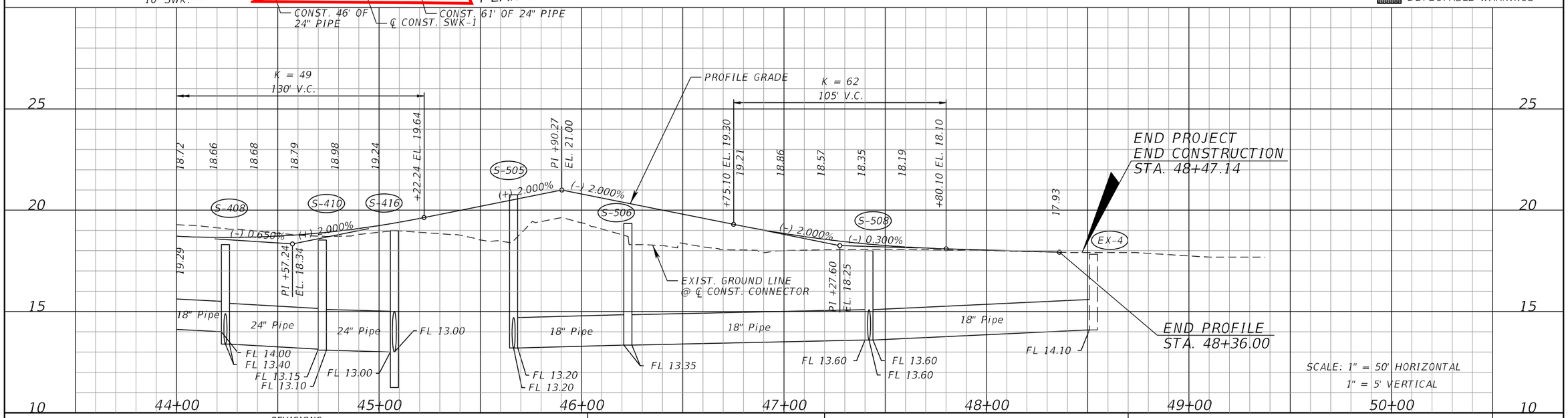
CAUTION: GAS LINE WITHIN R/W

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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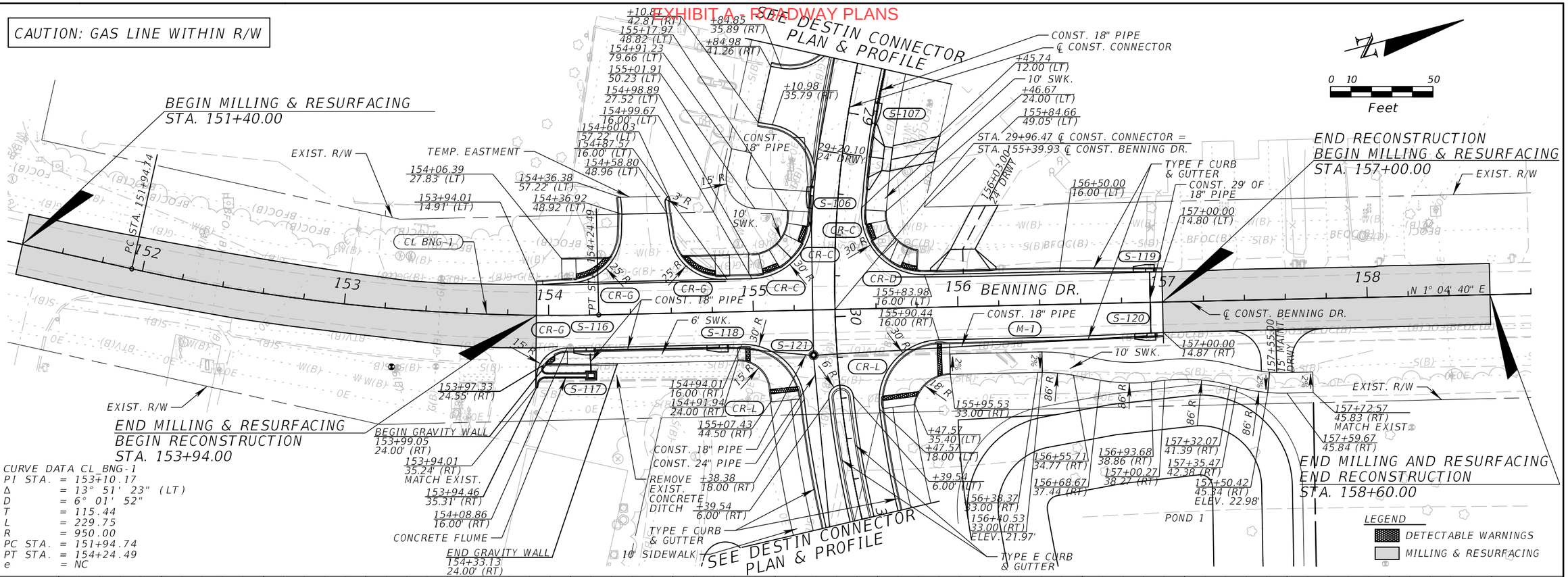
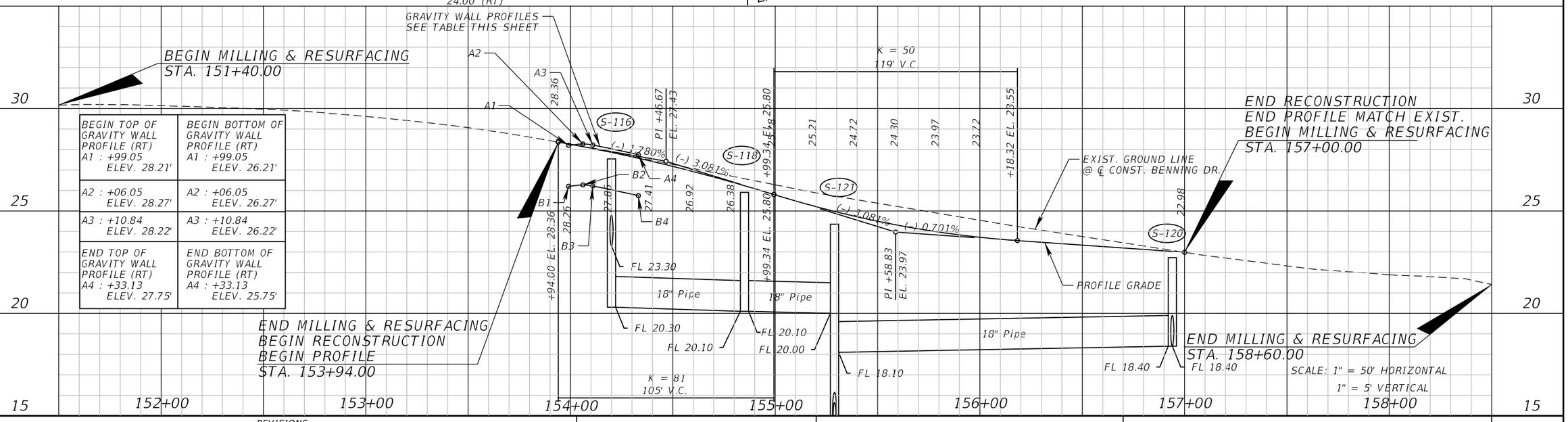
EXHIBIT A - ROADWAY PLANS

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

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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

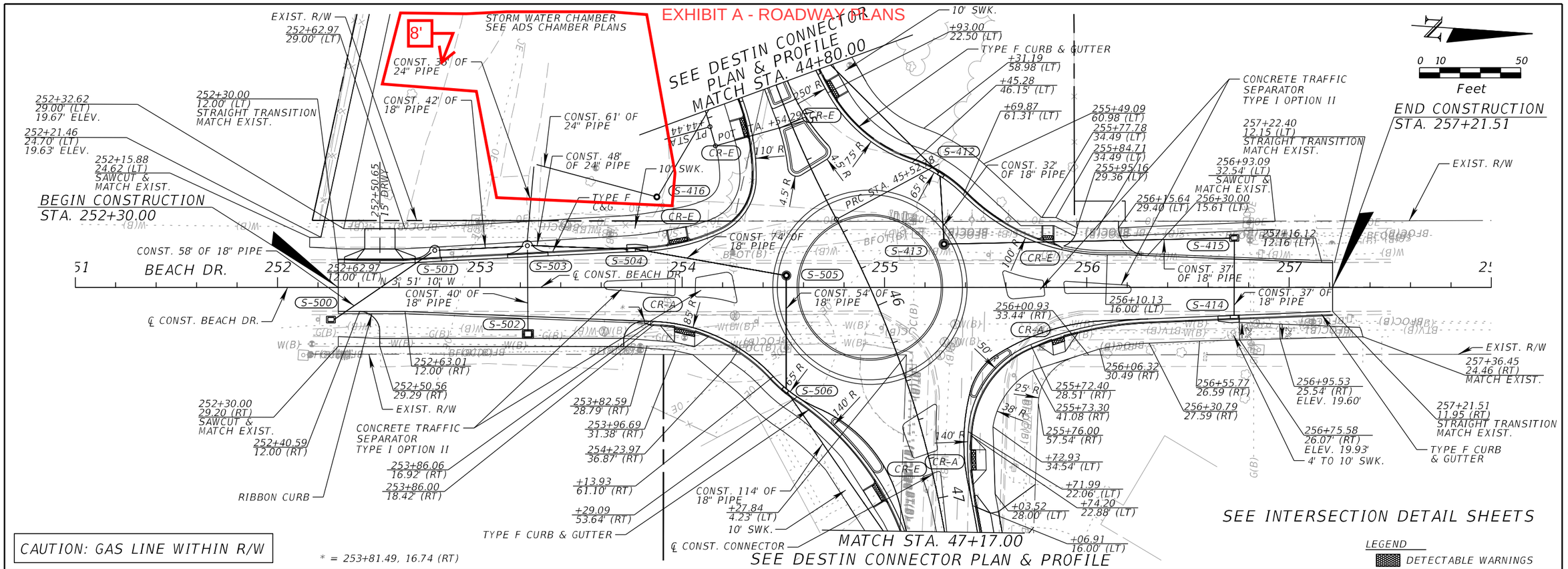
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

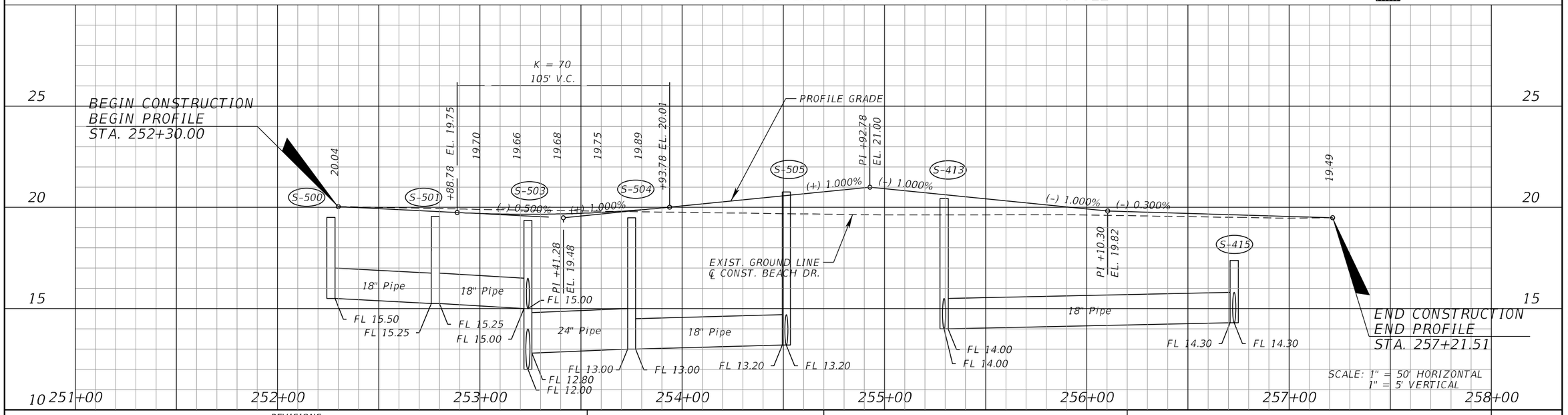
PLAN & PROFILE (5)
BENNING DRIVE

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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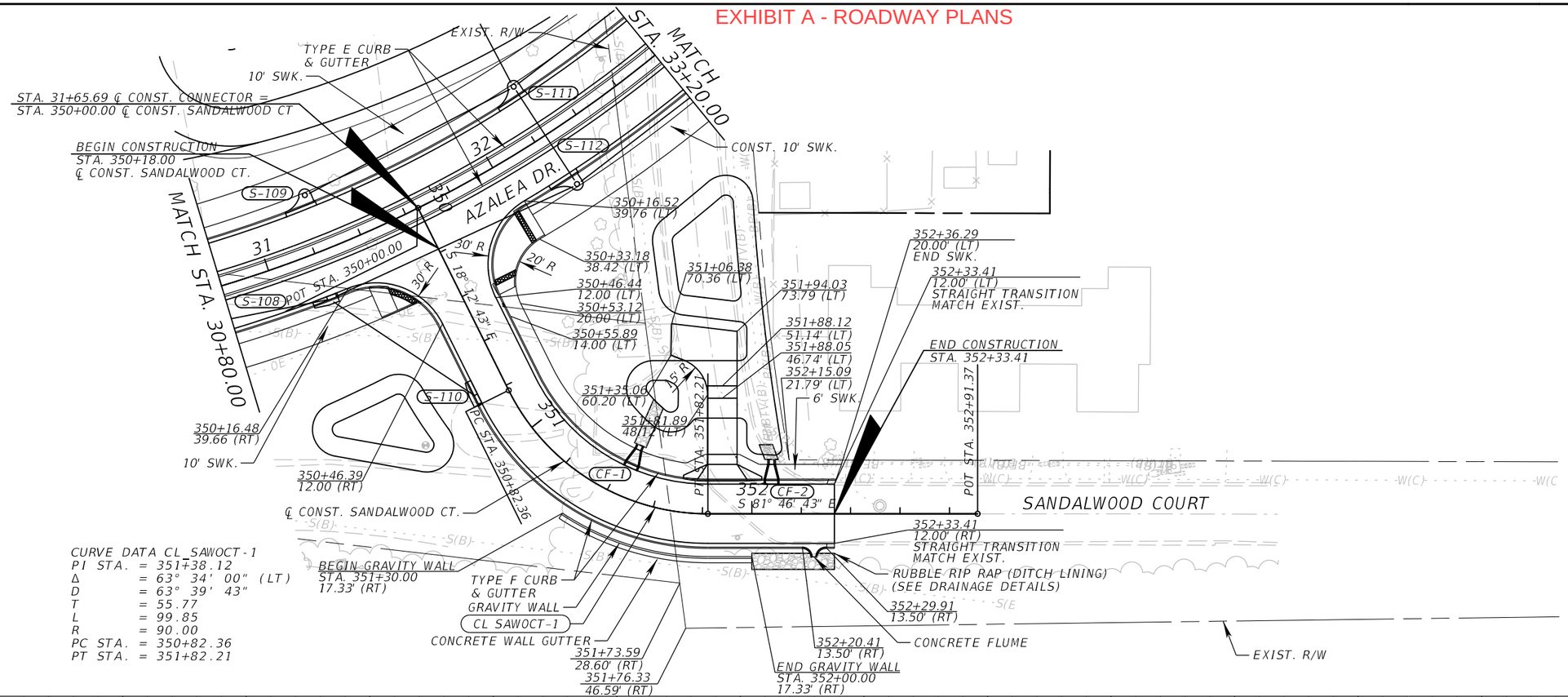
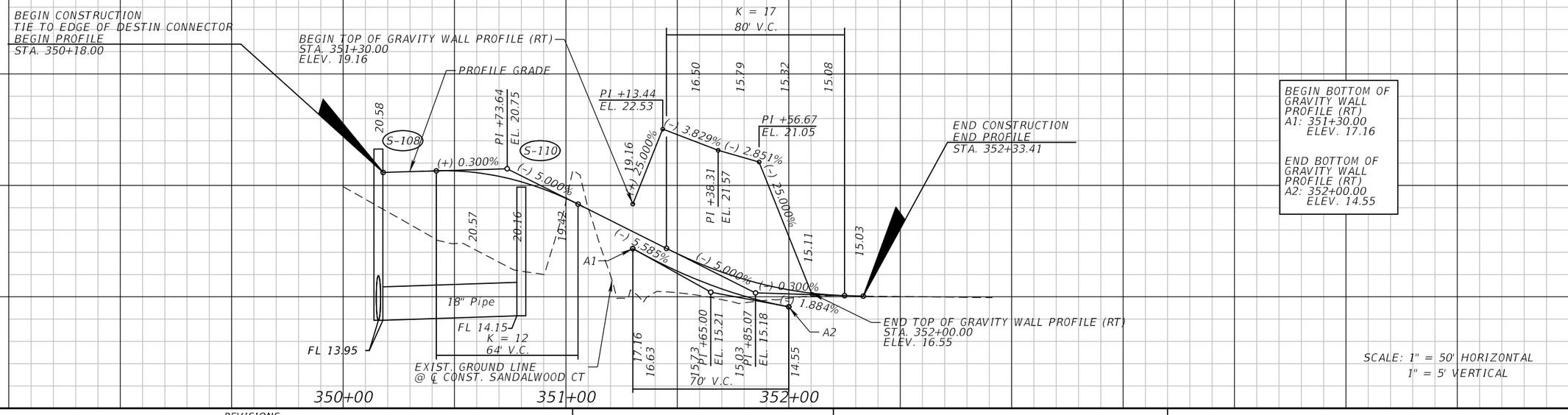
EXHIBIT A - ROADWAY PLANS



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

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ATKINS NORTH AMERICA, INC.
482 SOUTH KELER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

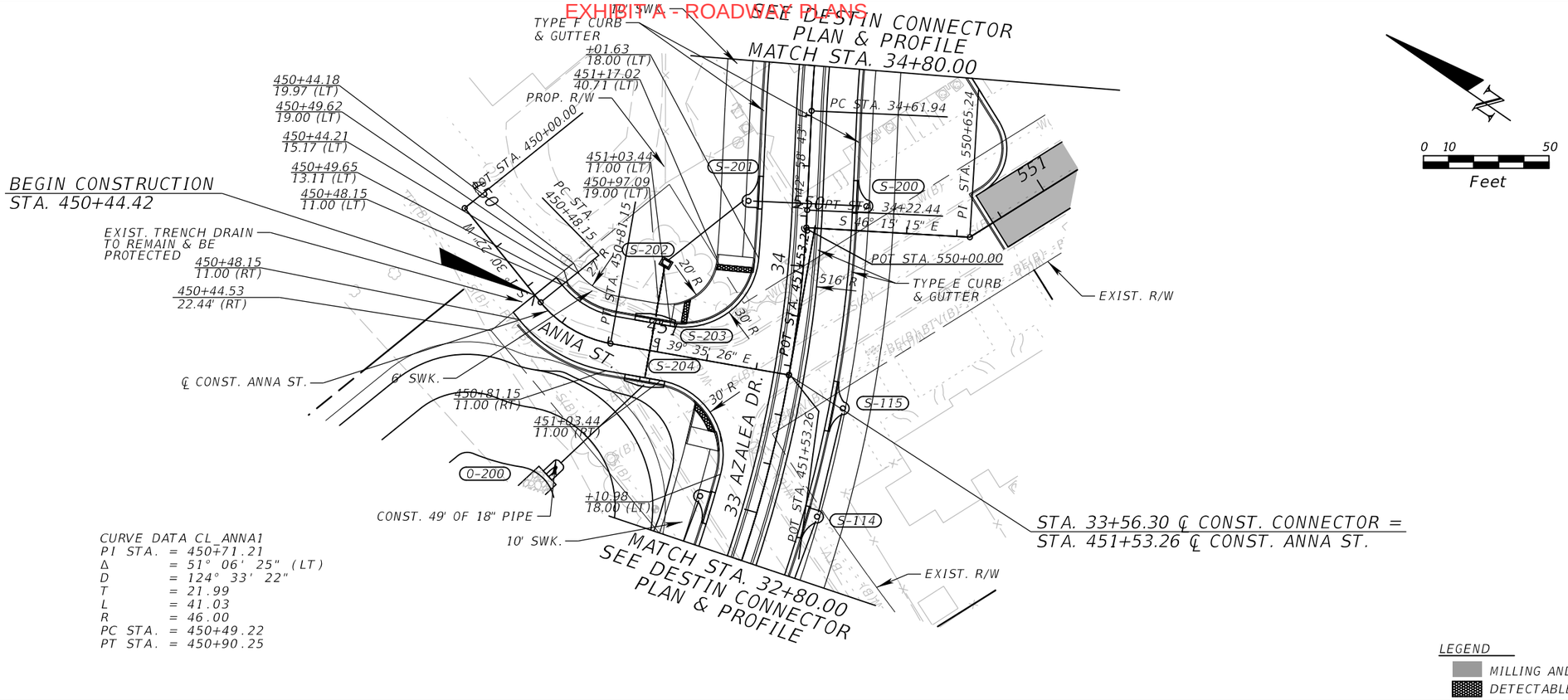
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (7)
SANDALWOOD CT

SHEET NO. 25

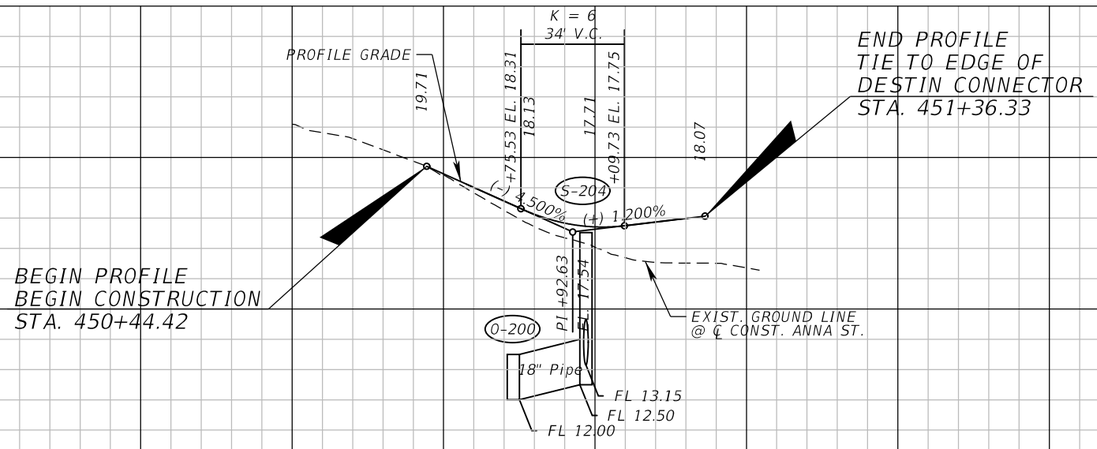
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

EXHIBIT A - ROADWAY PLANS



CURVE DATA CL 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.
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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

PLAN & PROFILE (8)
ANNA STREET

SHEET NO. 26

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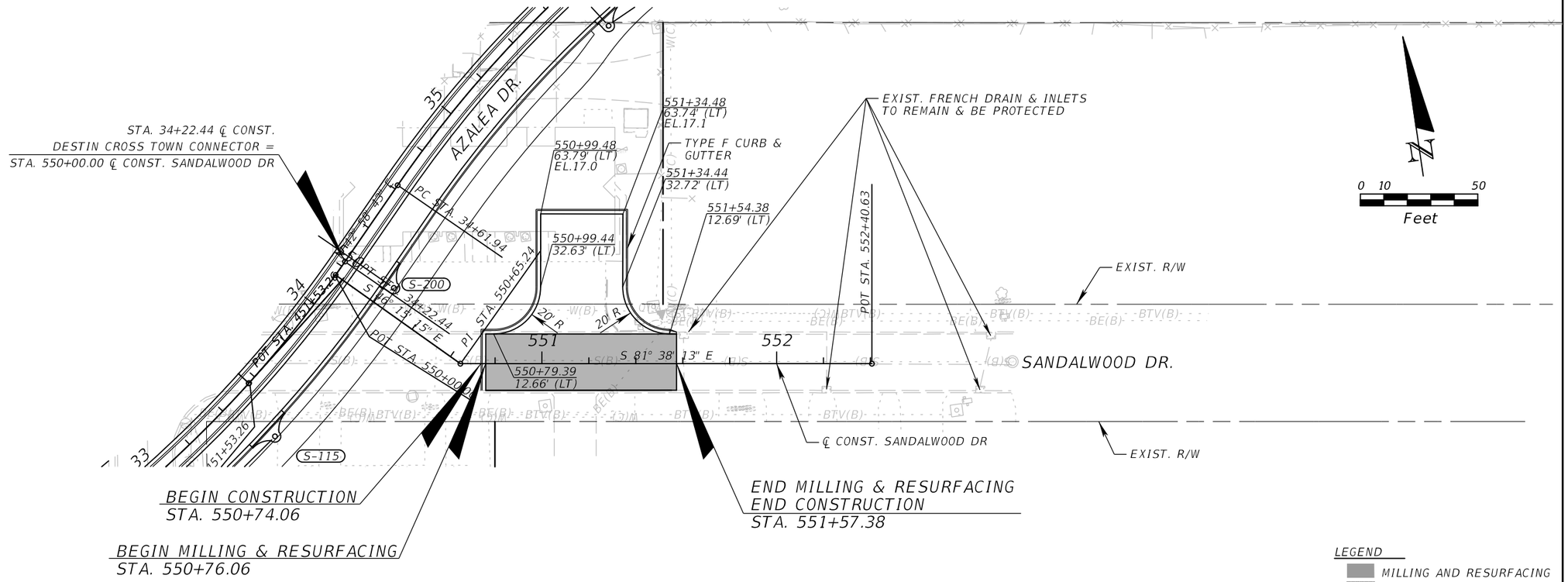
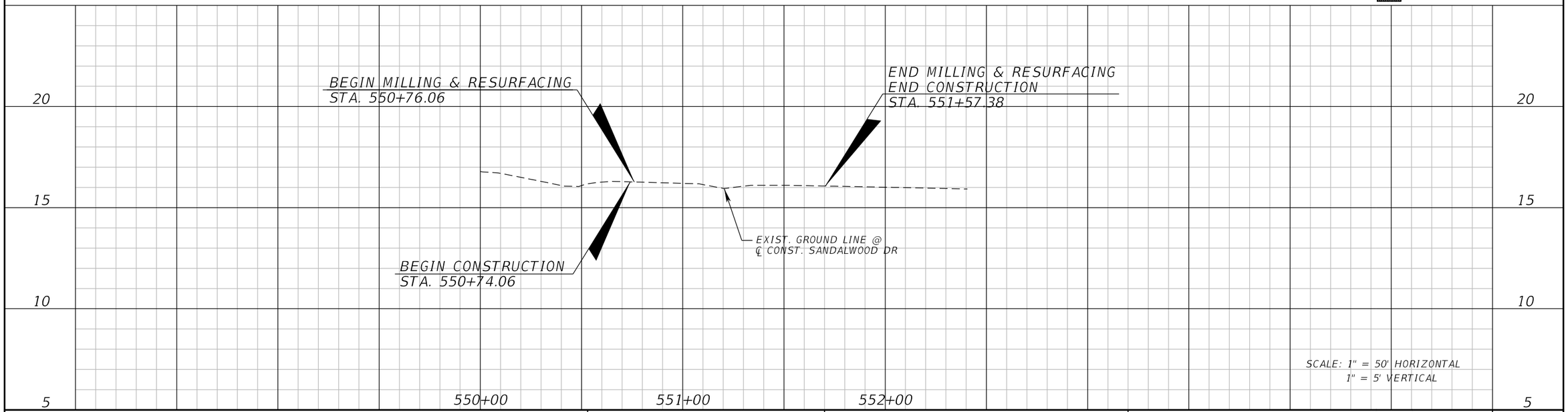
EXHIBIT A - ROADWAY PLANS





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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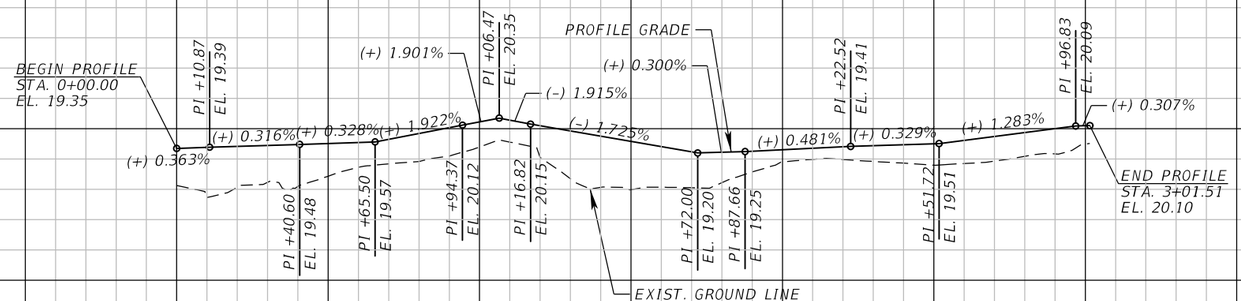
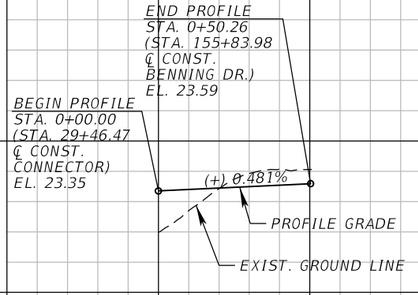
EXHIBIT A - ROADWAY PLANS

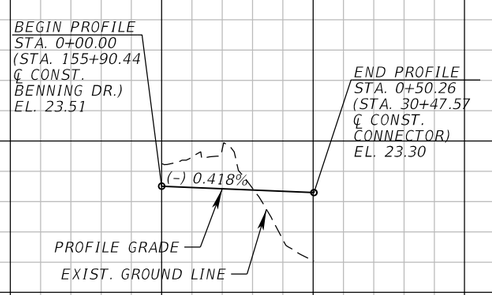
INSCRIBED CIRCLE PROFILE



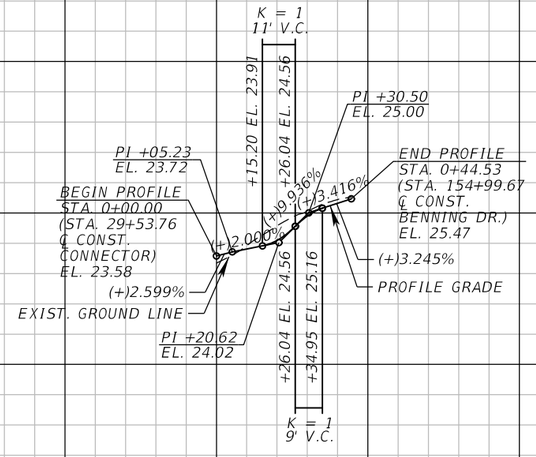
BENNING DR. – NW CORNER CURB RETURN PROFILE



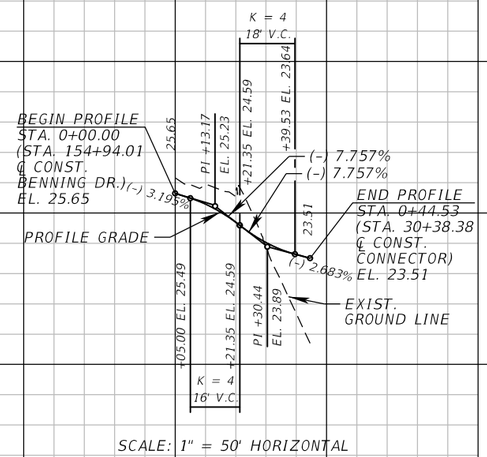
BENNING DR. – NE CORNER CURB RETURN PROFILE



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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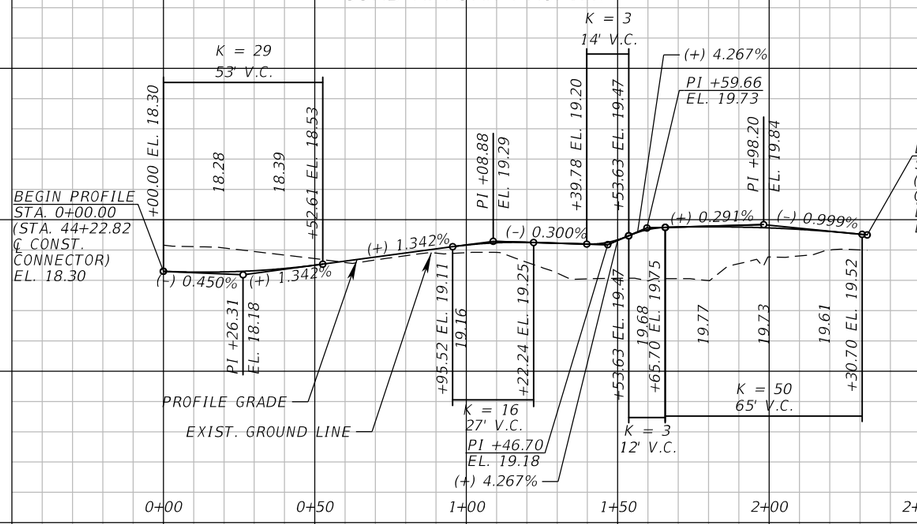
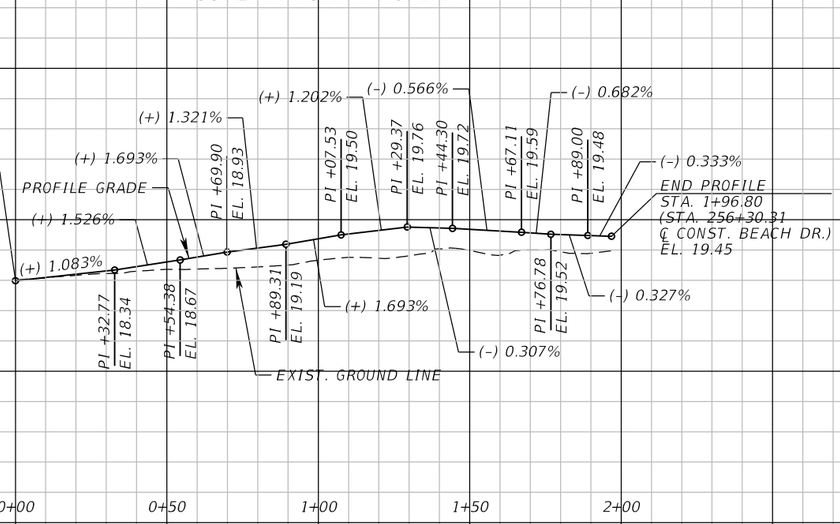
EXHIBIT A - ROADWAY PLANS

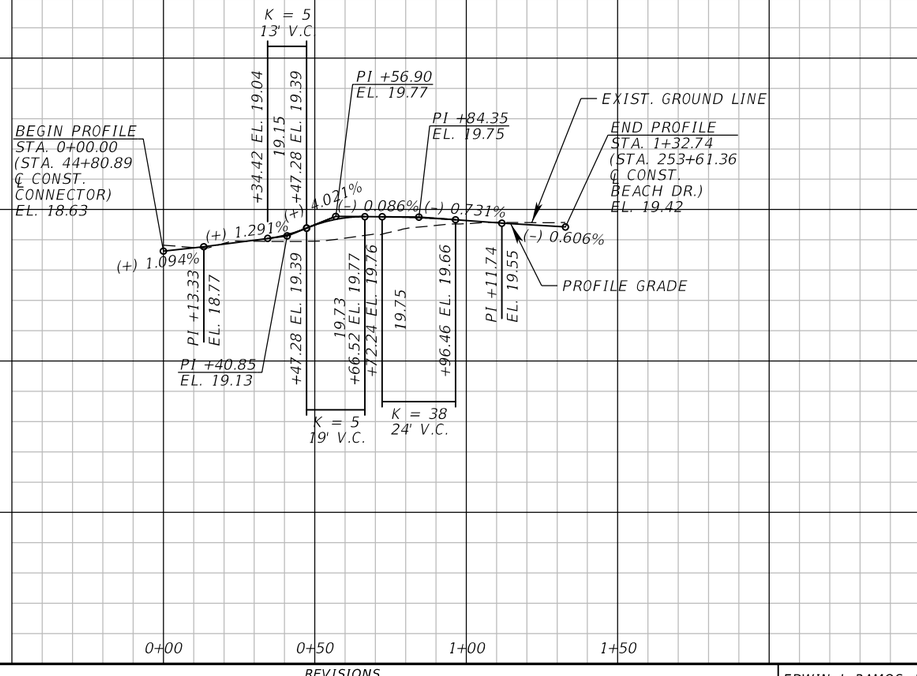
BEACH DR. – NW CORNER CURB RETURN PROFILE



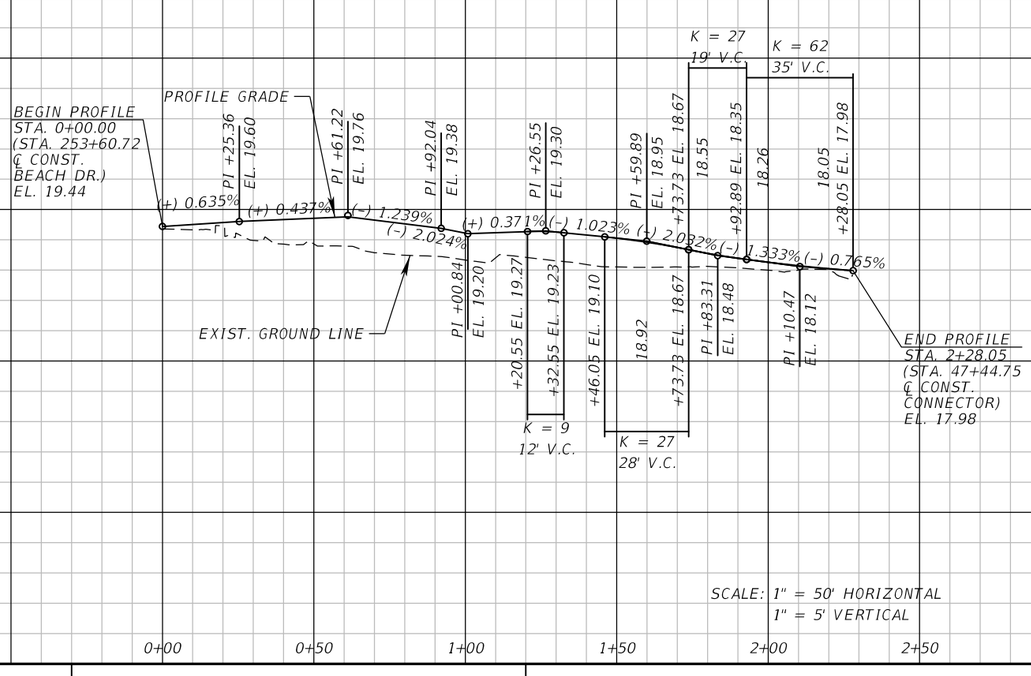
BEACH DR. – NE CORNER CURB RETURN PROFILE



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.
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

SPECIAL PROFILES

SHEET NO. 29

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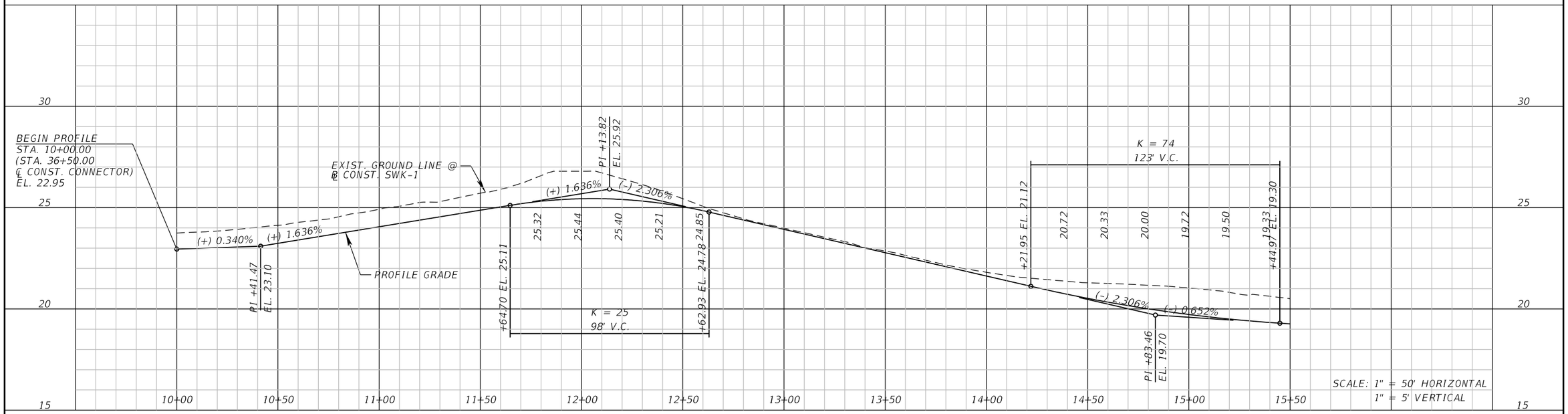
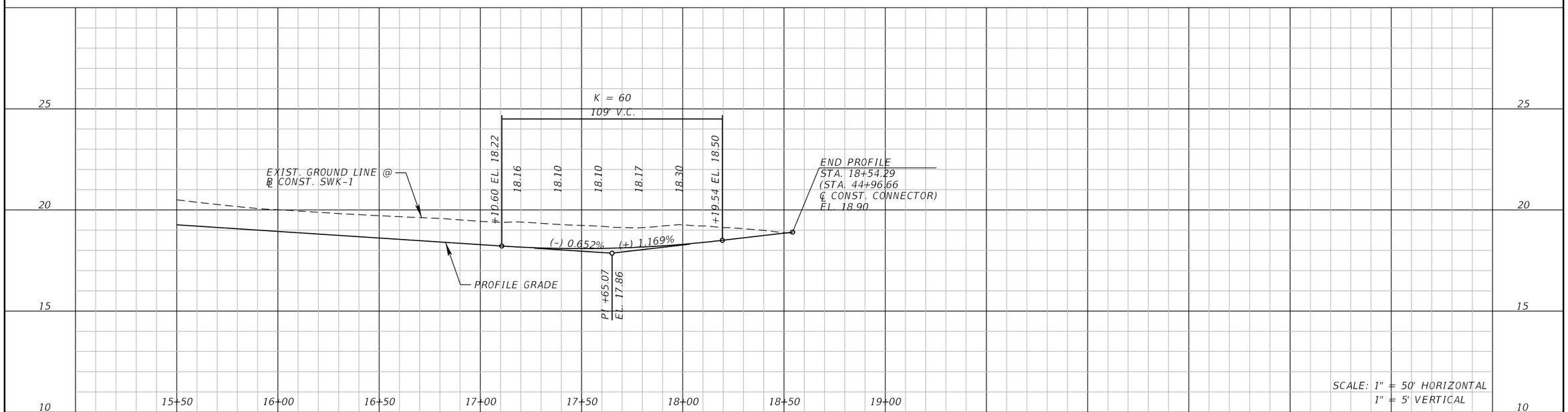
EXHIBIT A - ROADWAY PLANS





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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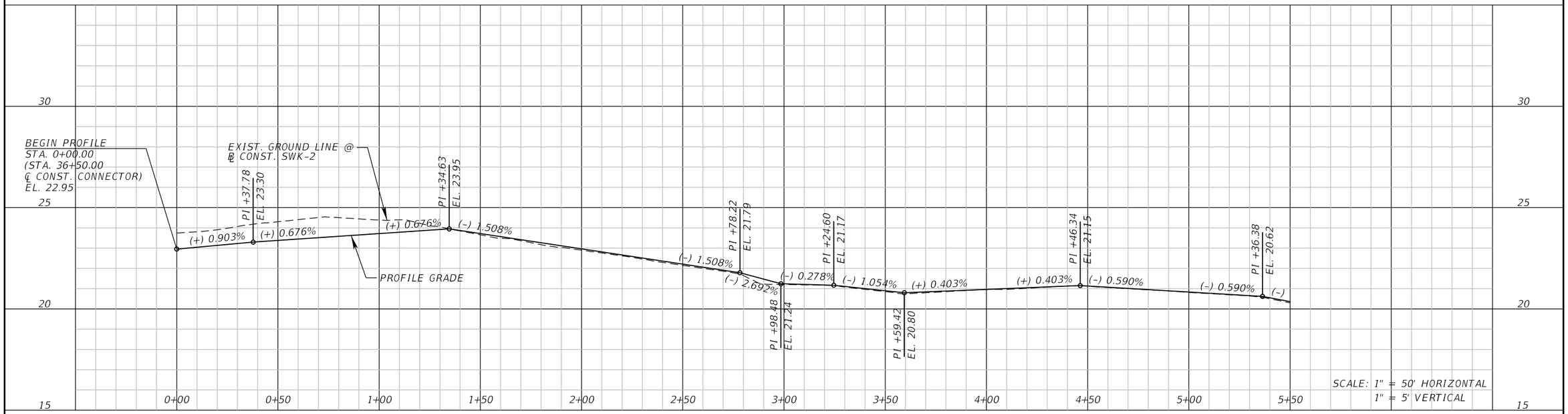
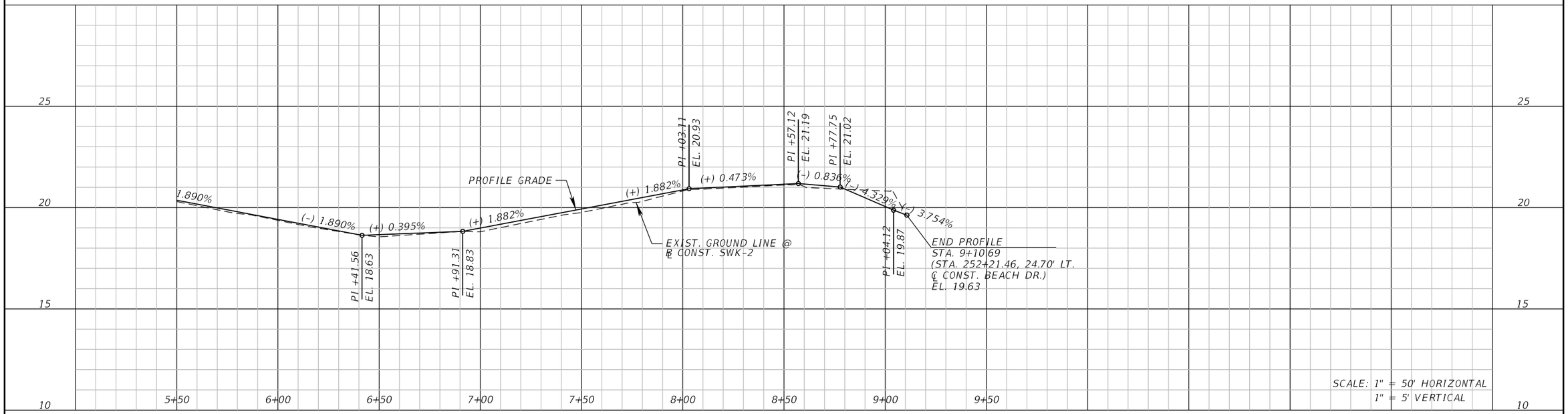


SEE POND 2 DETAIL FOR ℄ CONST. SWK-2 IN PLAN VIEW.



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

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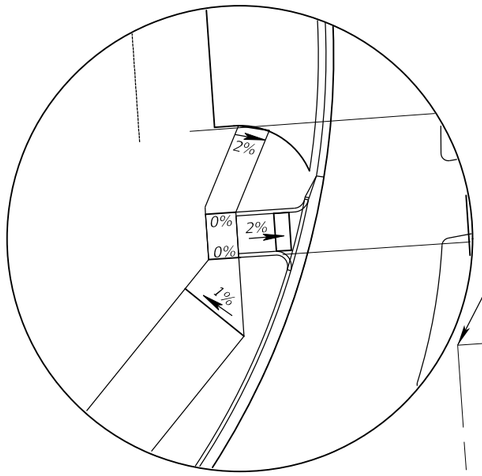
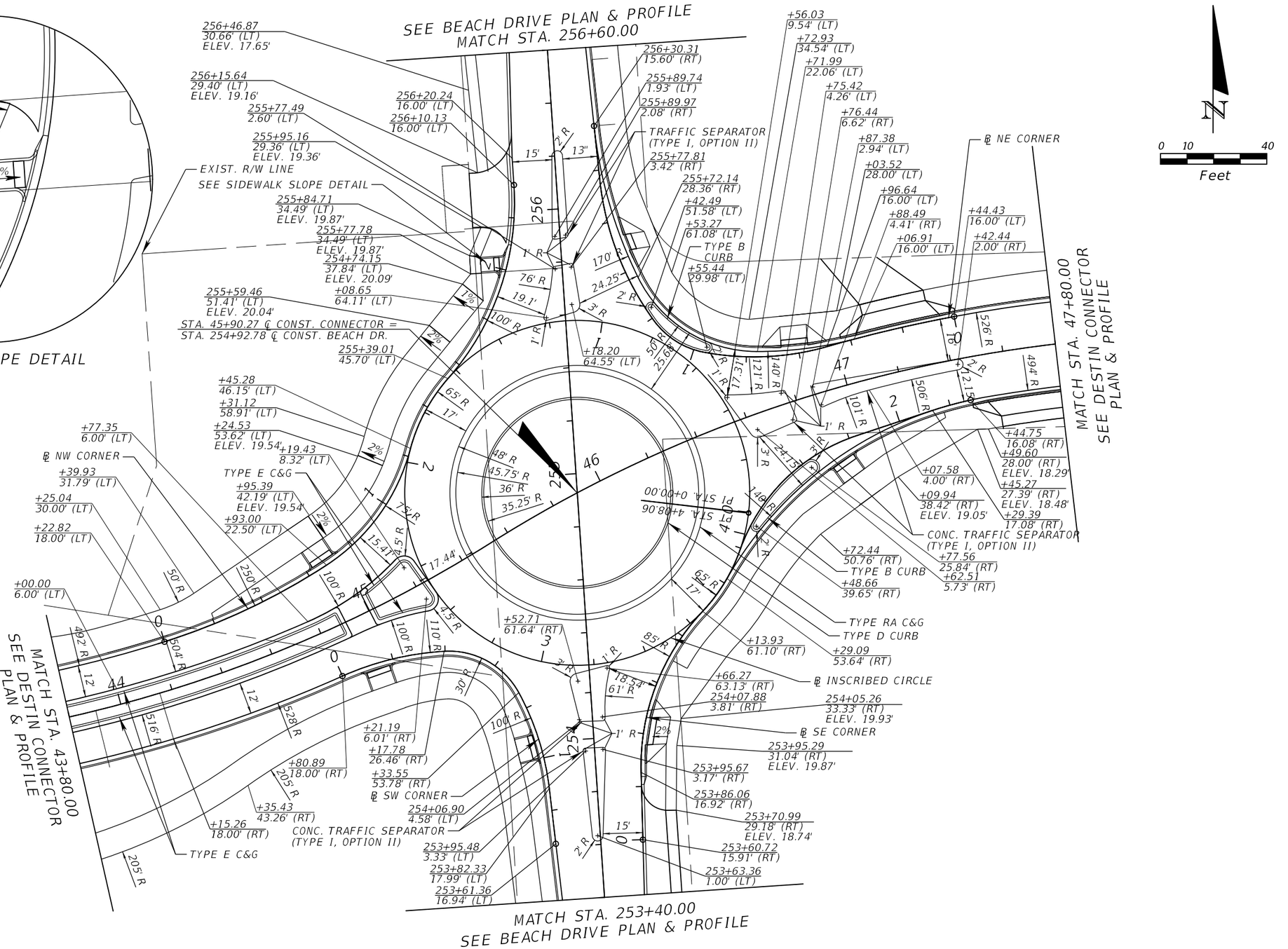
EXHIBIT A - ROADWAY PLANS



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

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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

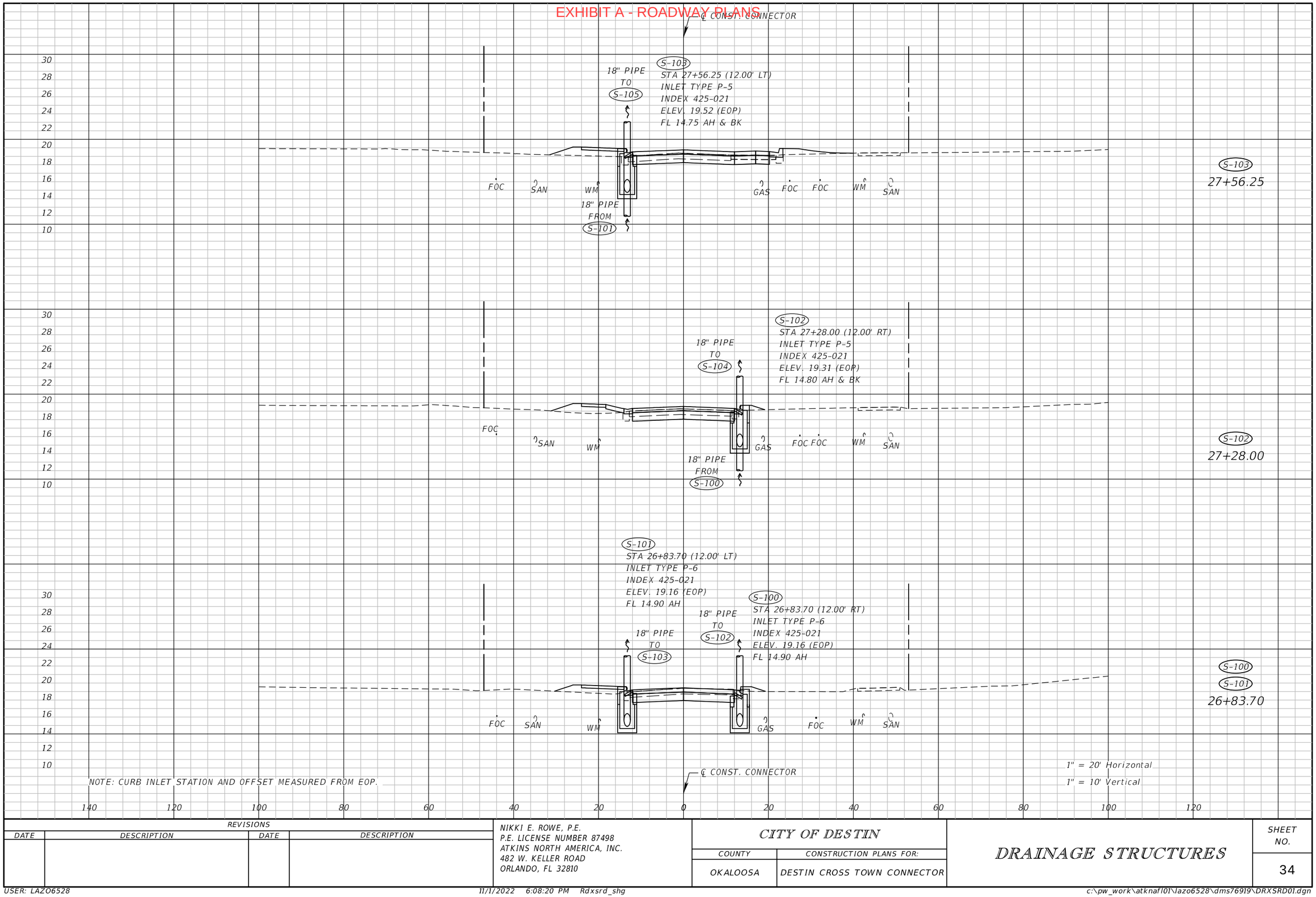
CITY OF DESTIN

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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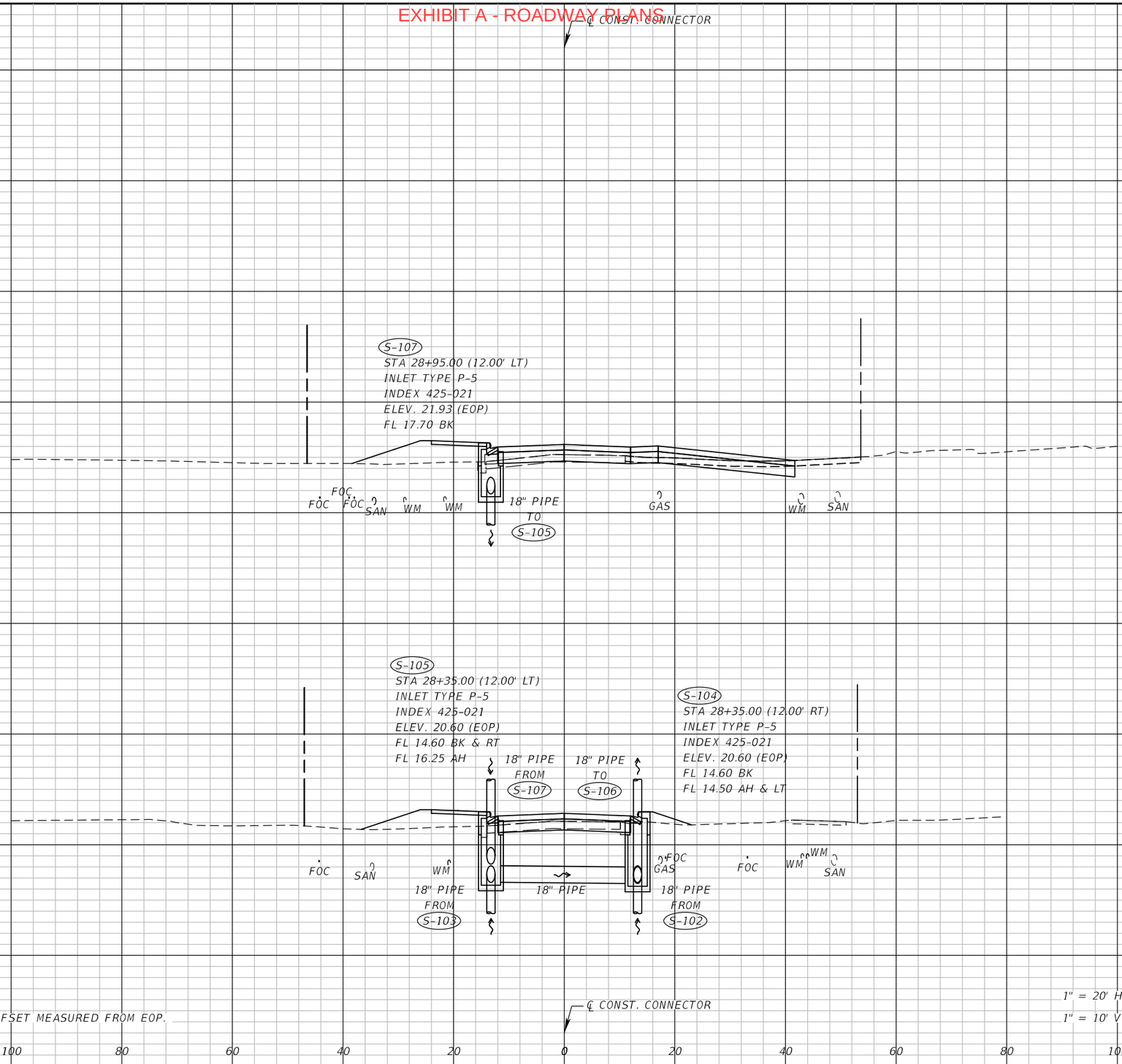
EXHIBIT A - ROADWAY PLANS



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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REVISIONS			
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482 W. KELLER ROAD
ORLANDO, FL 32810

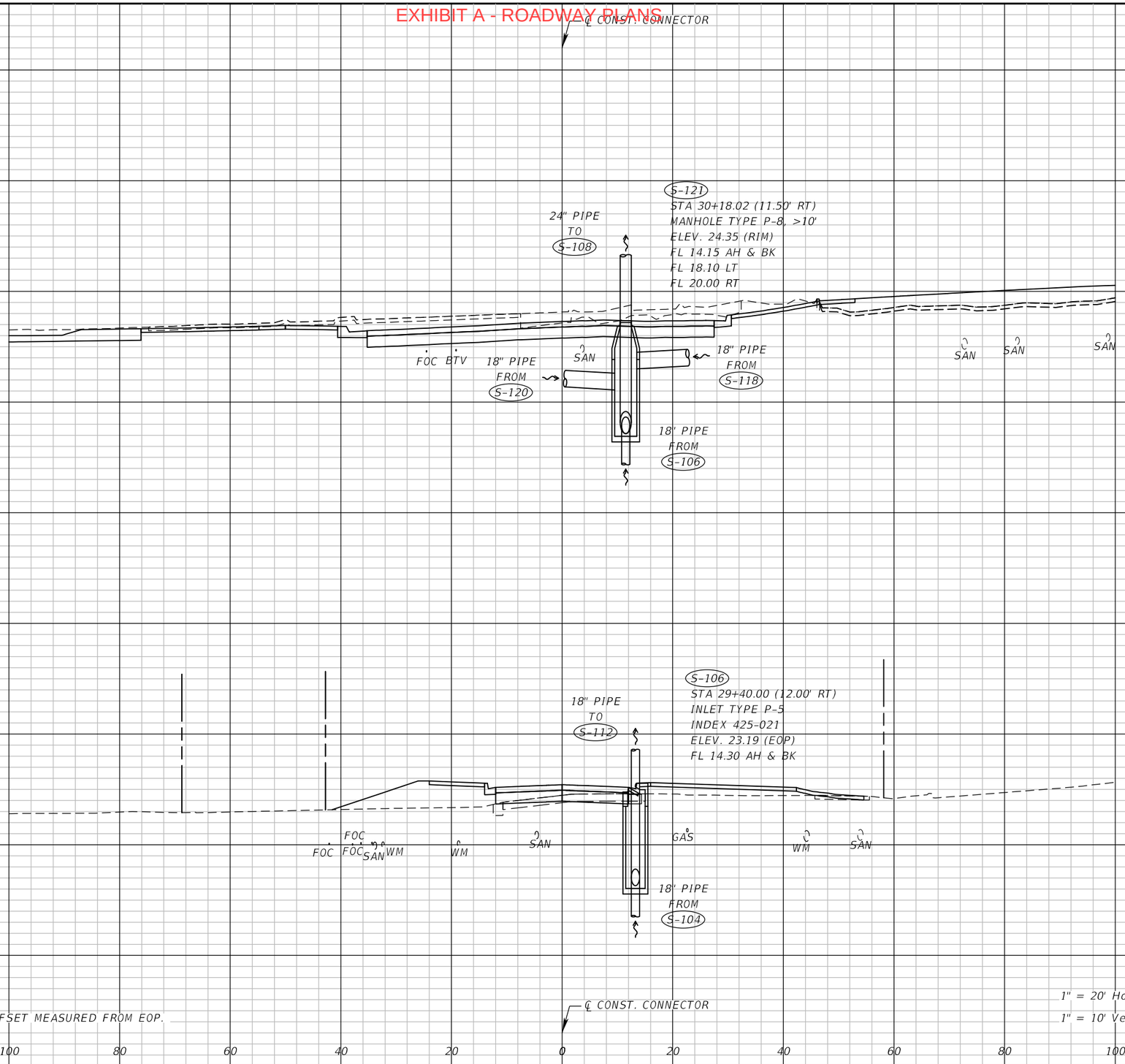
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES

SHEET NO. 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
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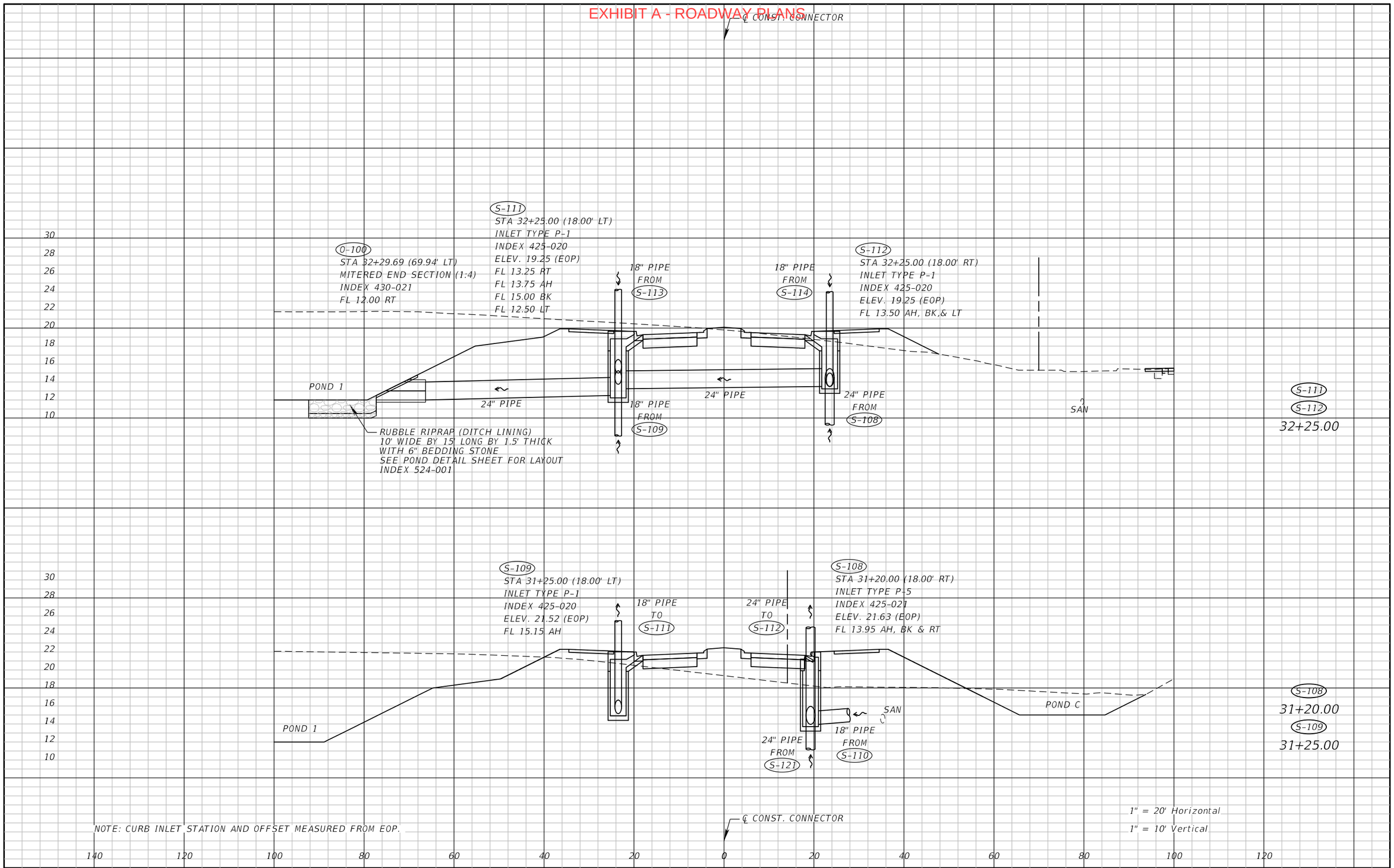
CITY OF DESTIN

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

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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. 37

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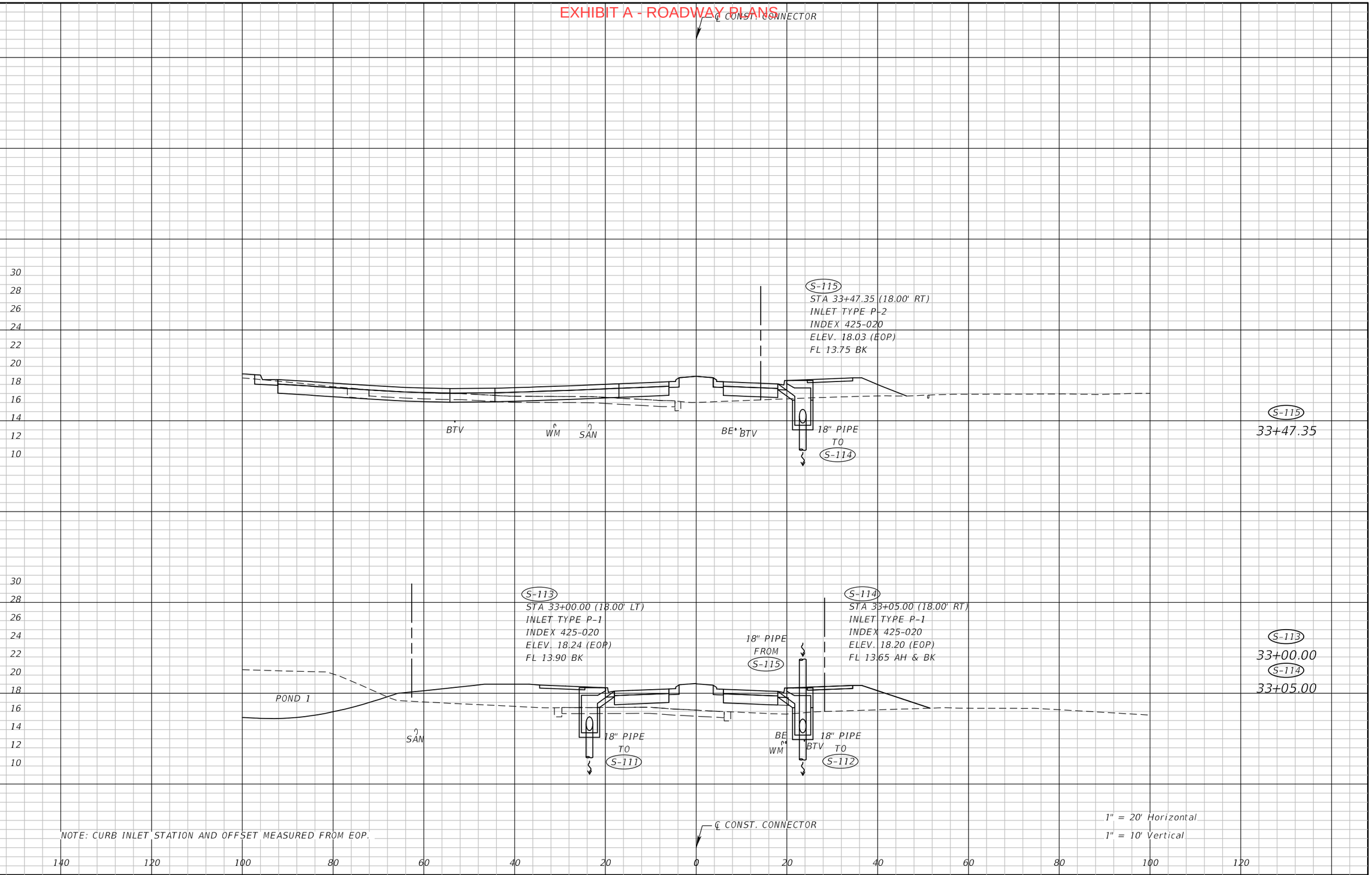
EXHIBIT A - ROADWAY PLANS



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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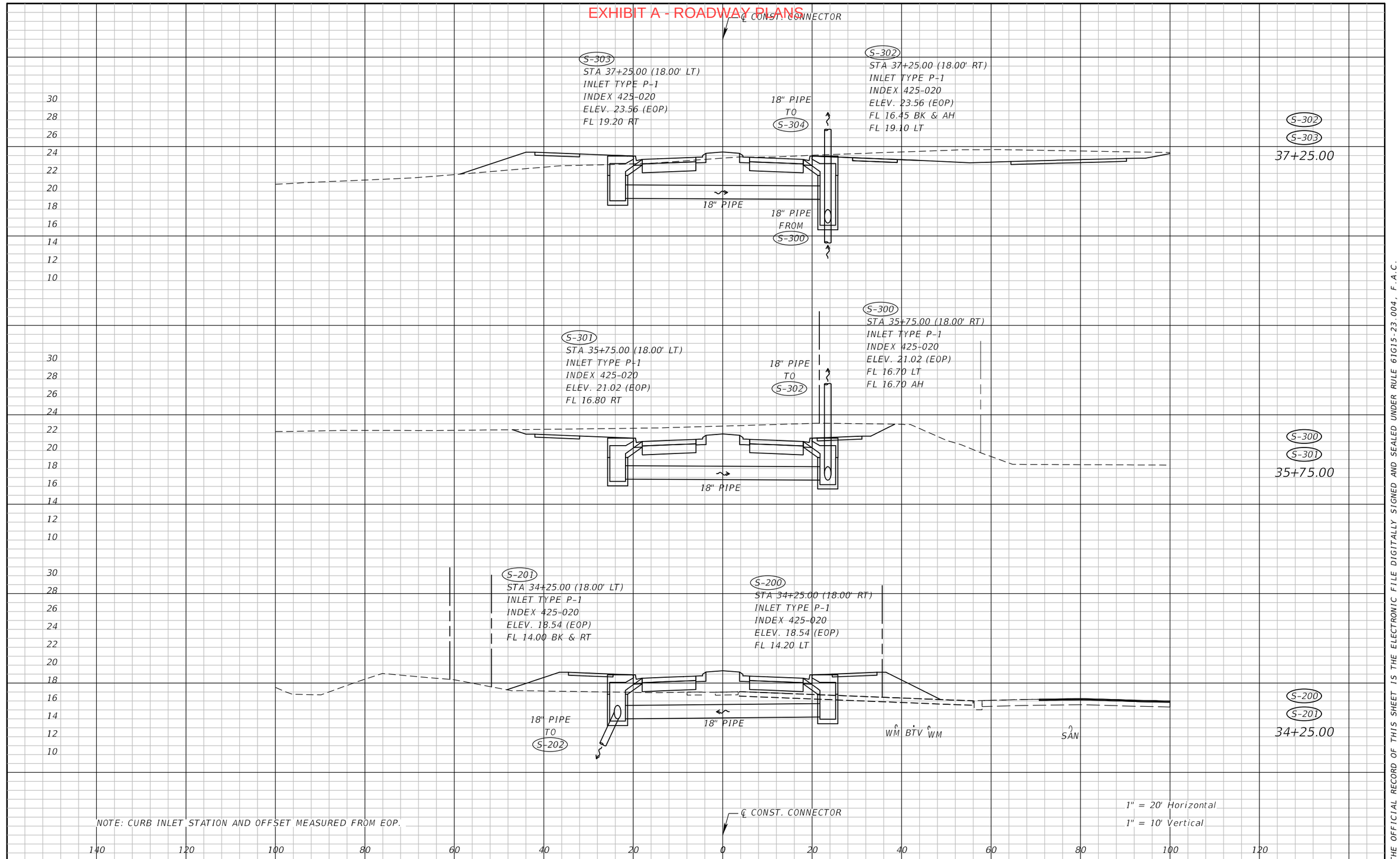
EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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. 39

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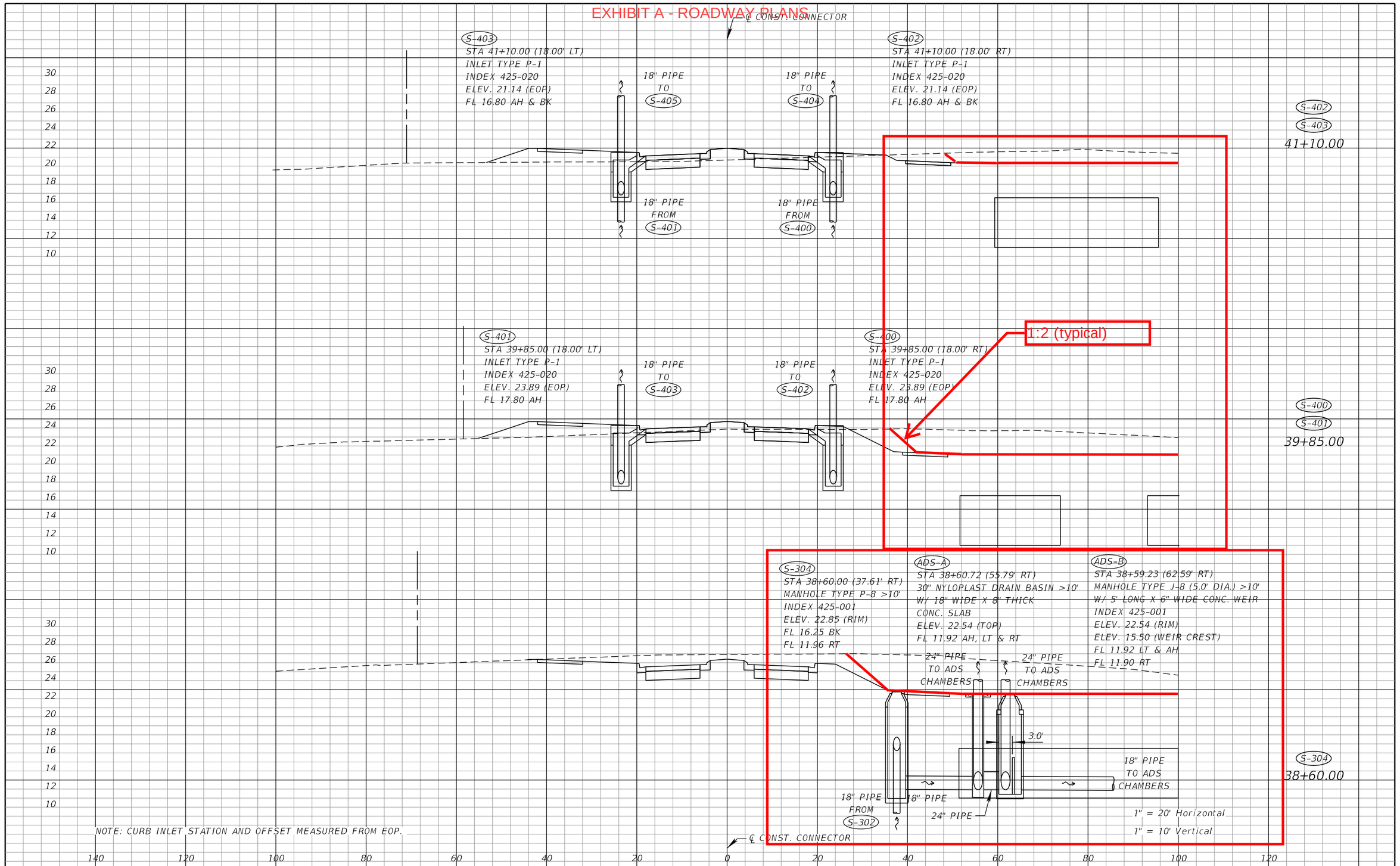
EXHIBIT A - ROADWAY PLANS



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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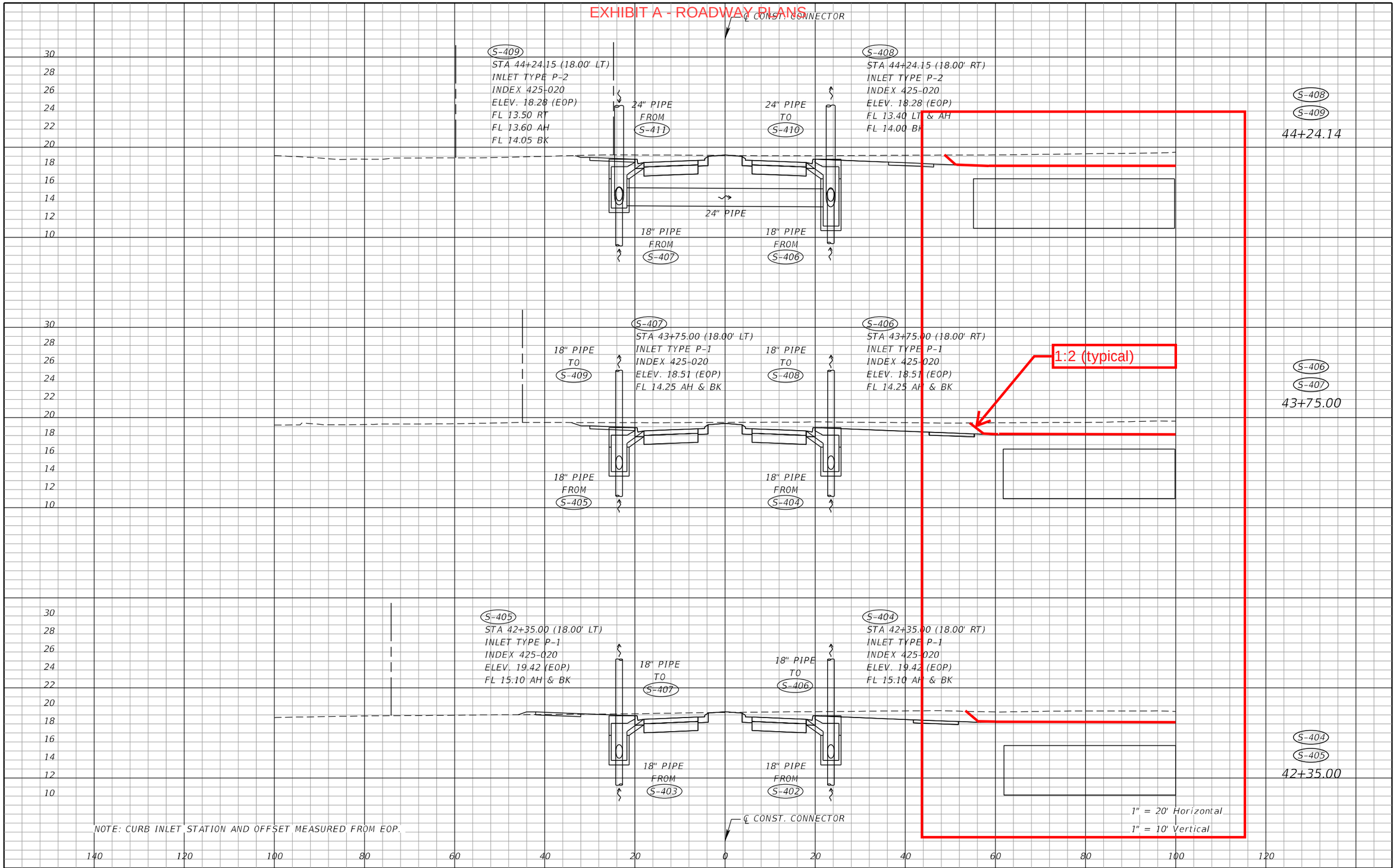
EXHIBIT A - ROADWAY PLANS



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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. 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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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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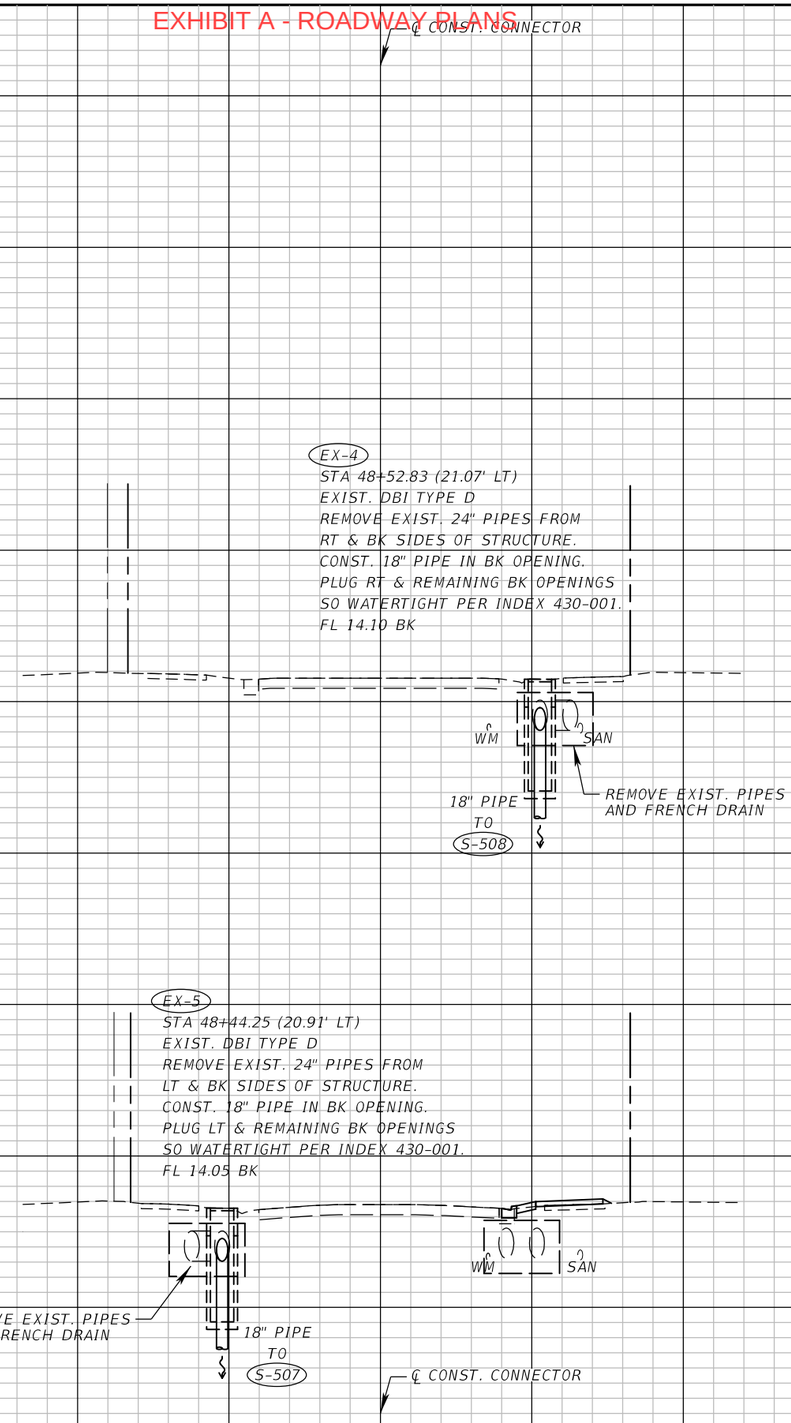
EXHIBIT A - ROADWAY PLANS



EX-4
48+52.83

EX-5
48+44.25

1" = 20' Horizontal
1" = 10' Vertical

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ORLANDO, FL 32810

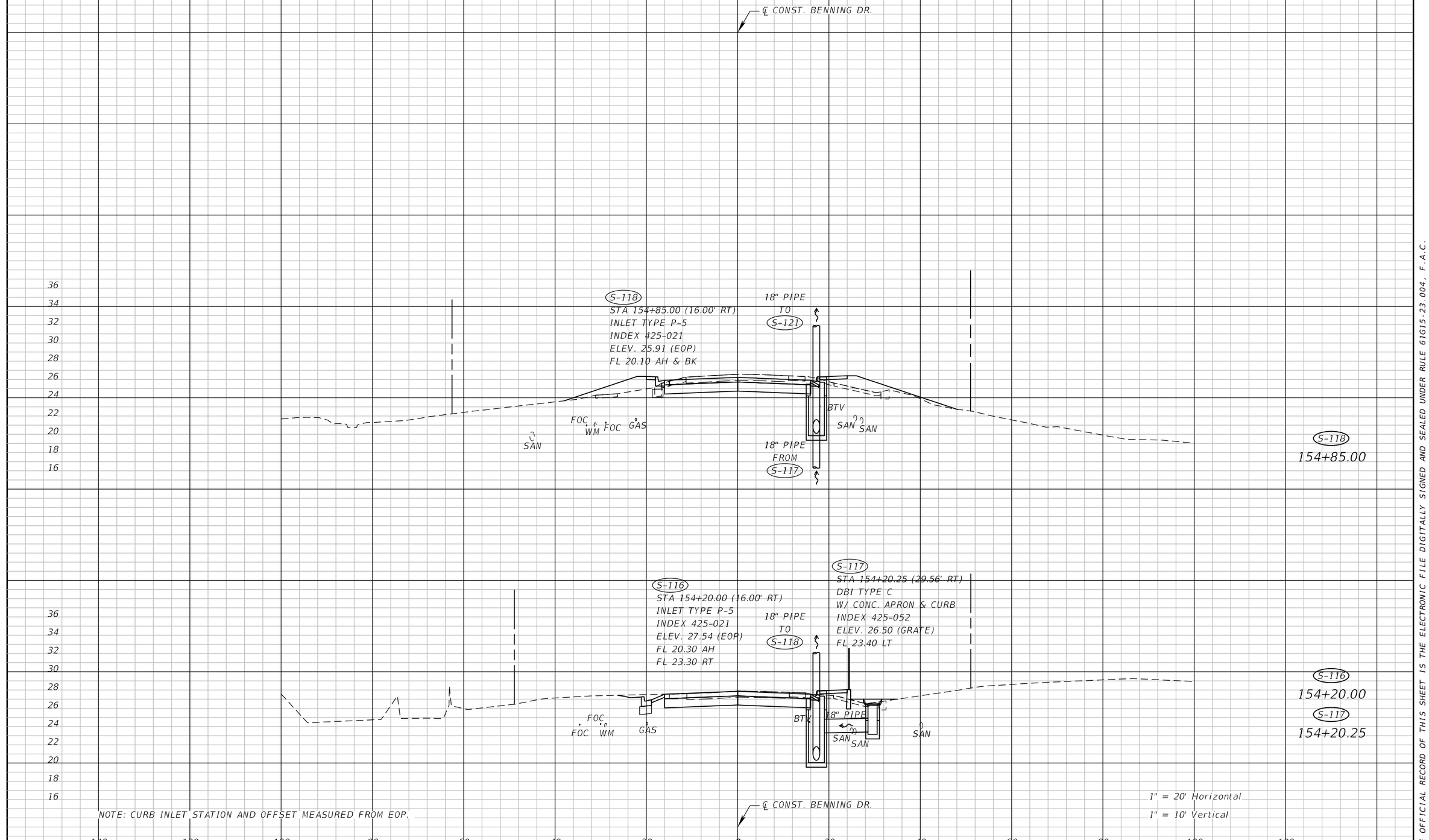
CITY OF DESTIN

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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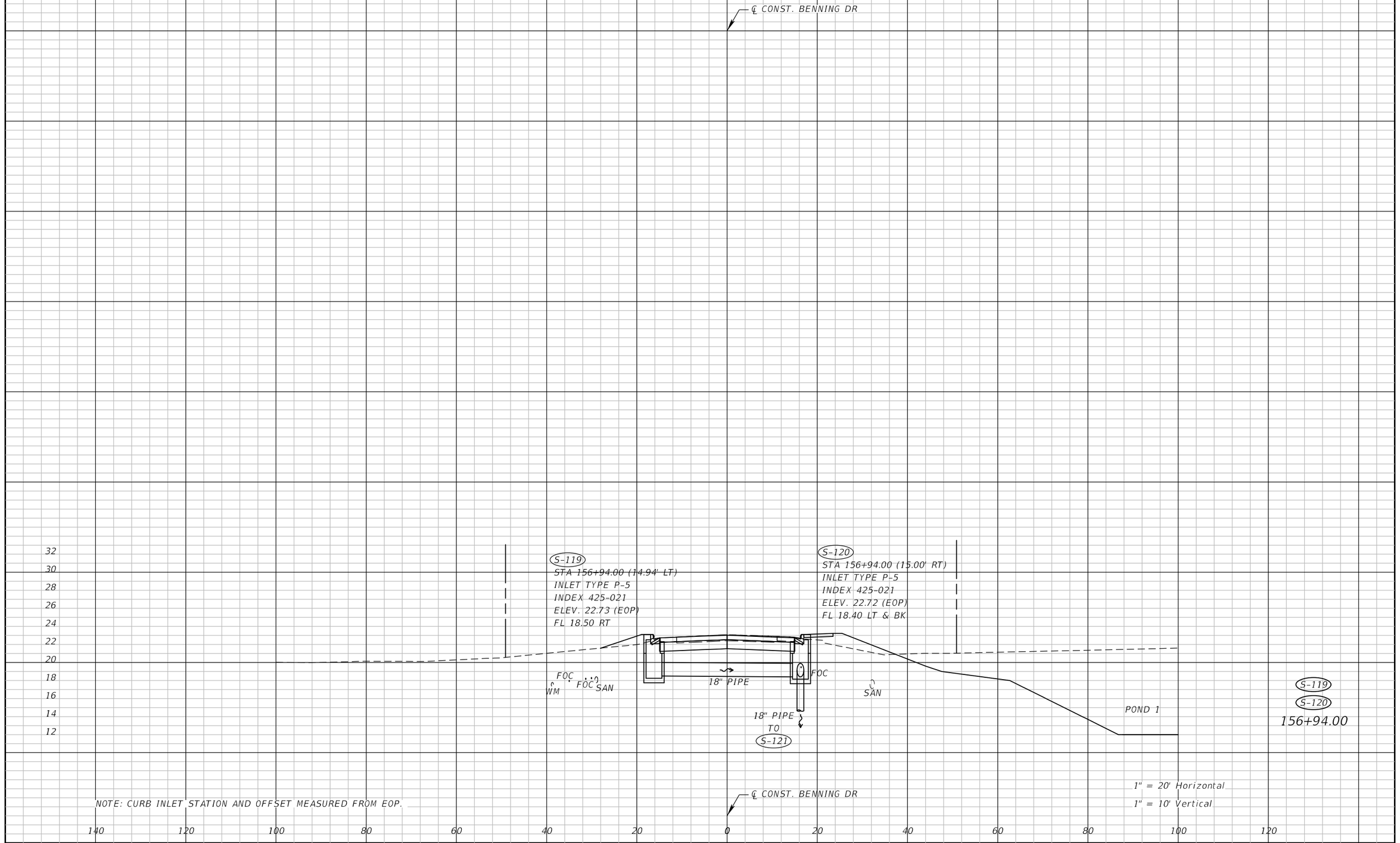
EXHIBIT A - ROADWAY PLANS



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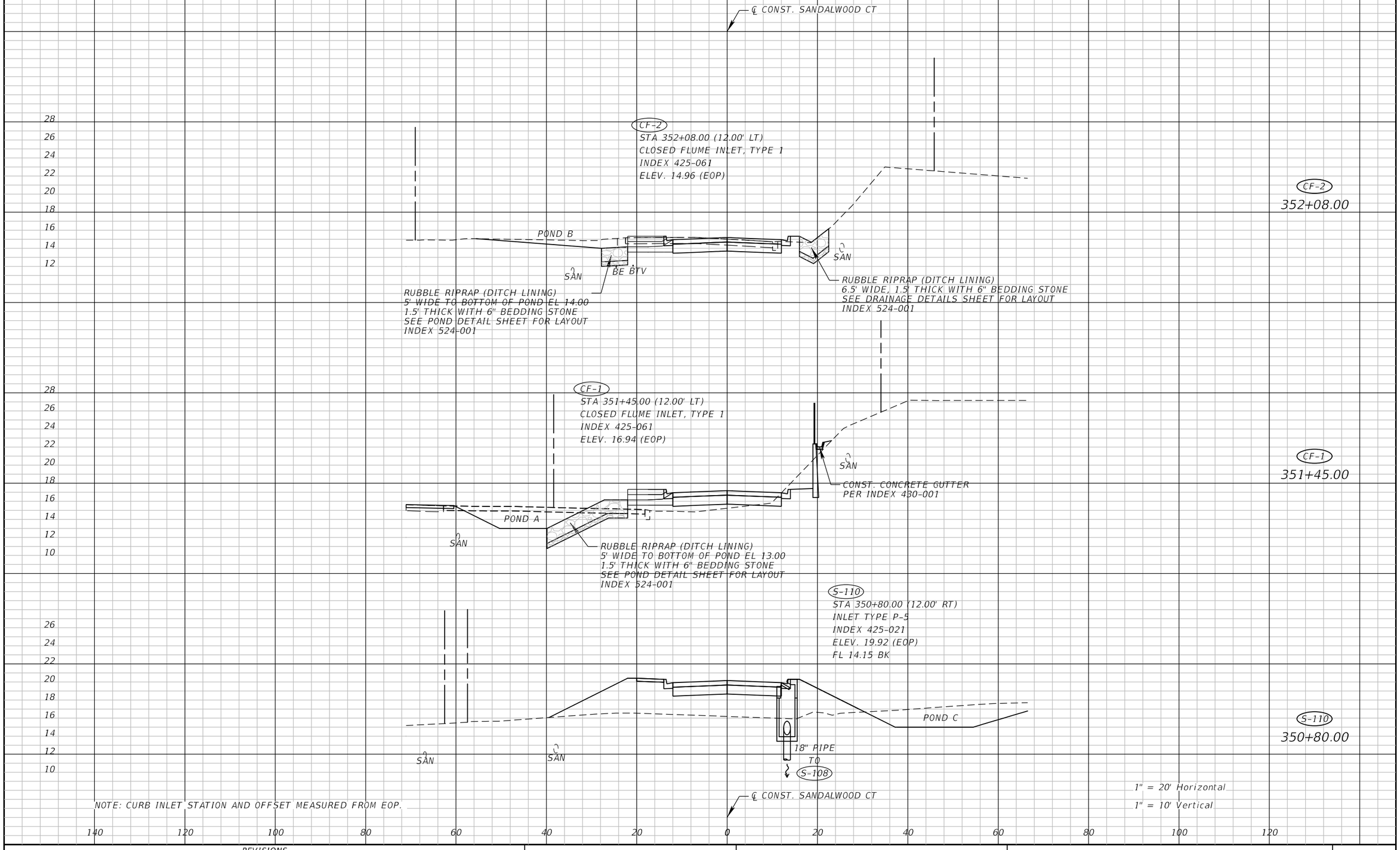
CITY OF DESTIN

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

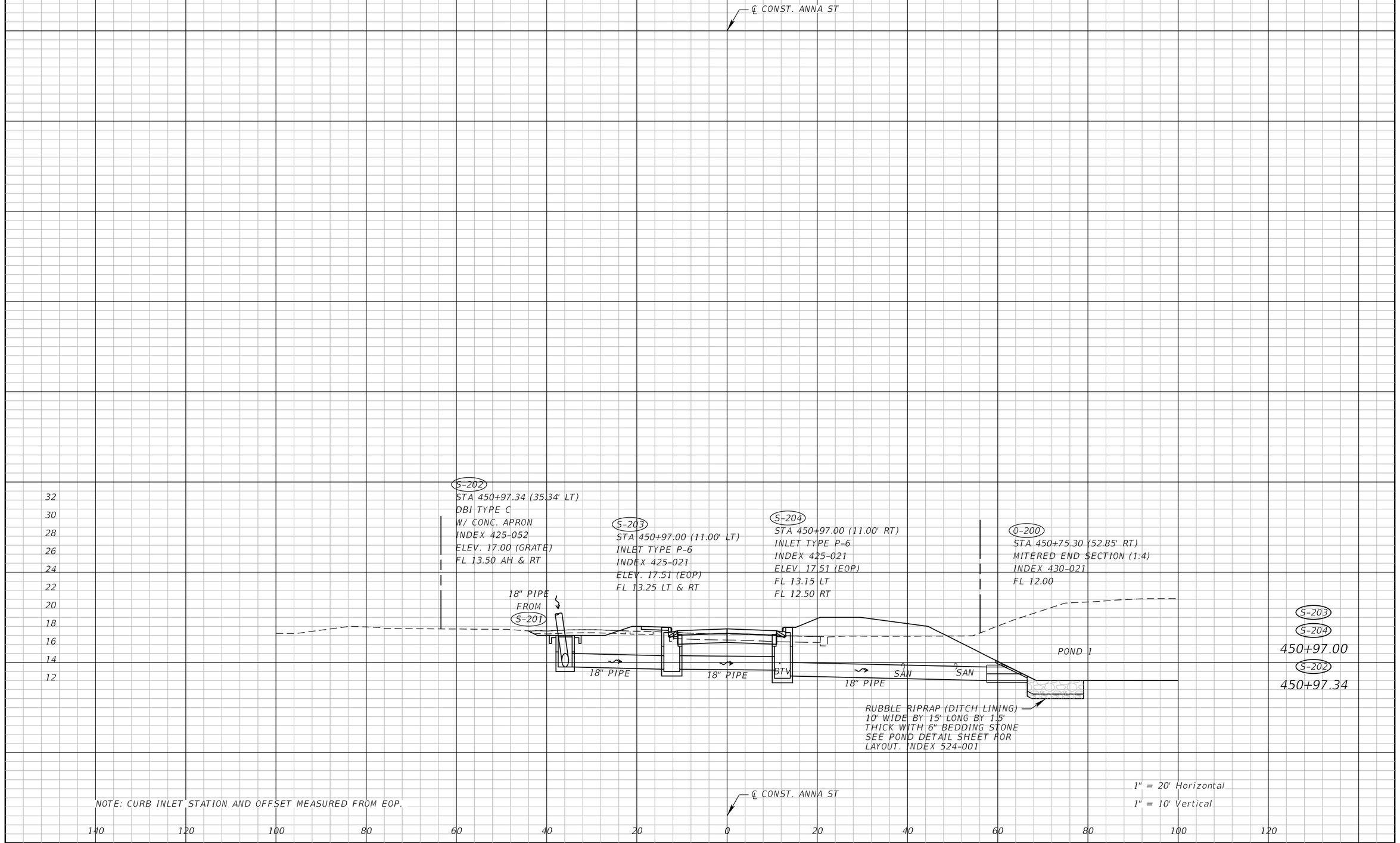
CITY OF DESTIN

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

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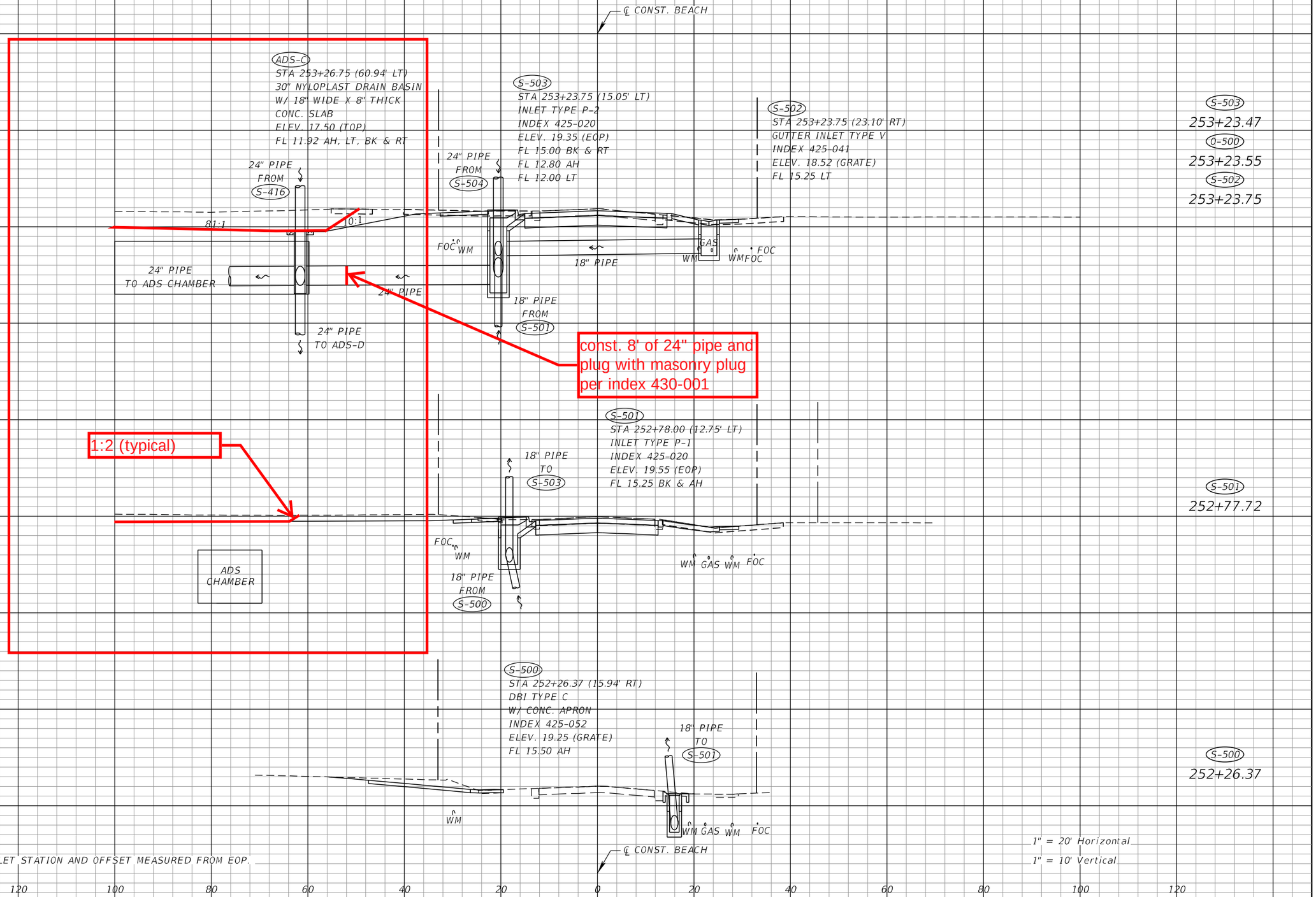
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES
ANNA ST

SHEET NO. 47

EXHIBIT A - ROADWAY PLANS



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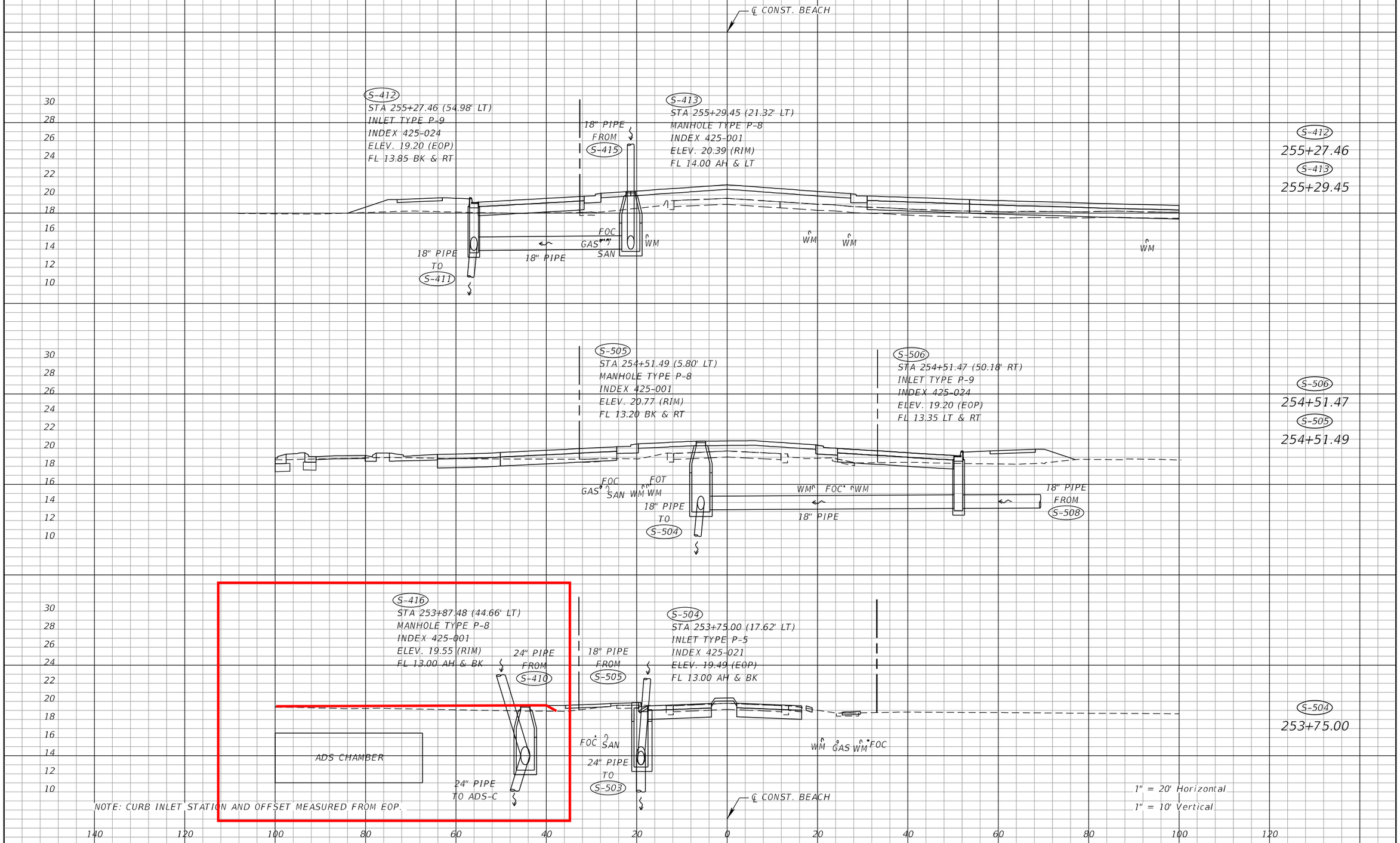
CITY OF DESTIN

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

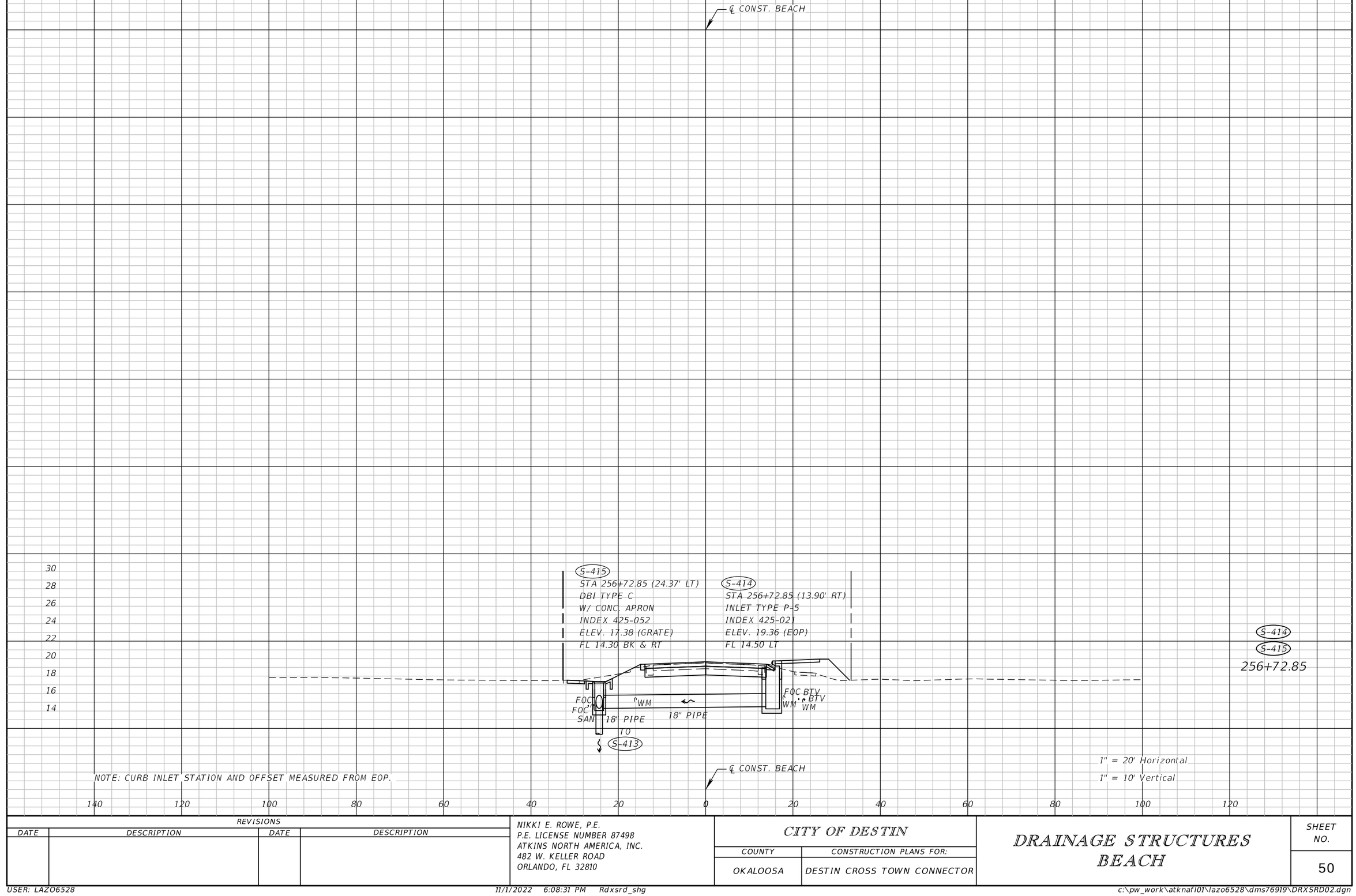
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

DRAINAGE STRUCTURES BEACH

SHEET NO. 49

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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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. 50

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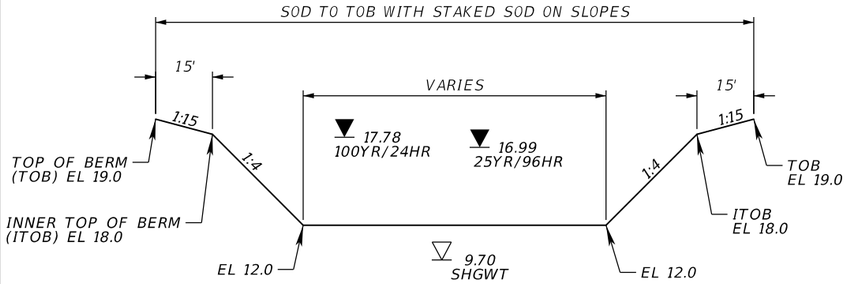
EXHIBIT A - ROADWAY PLANS

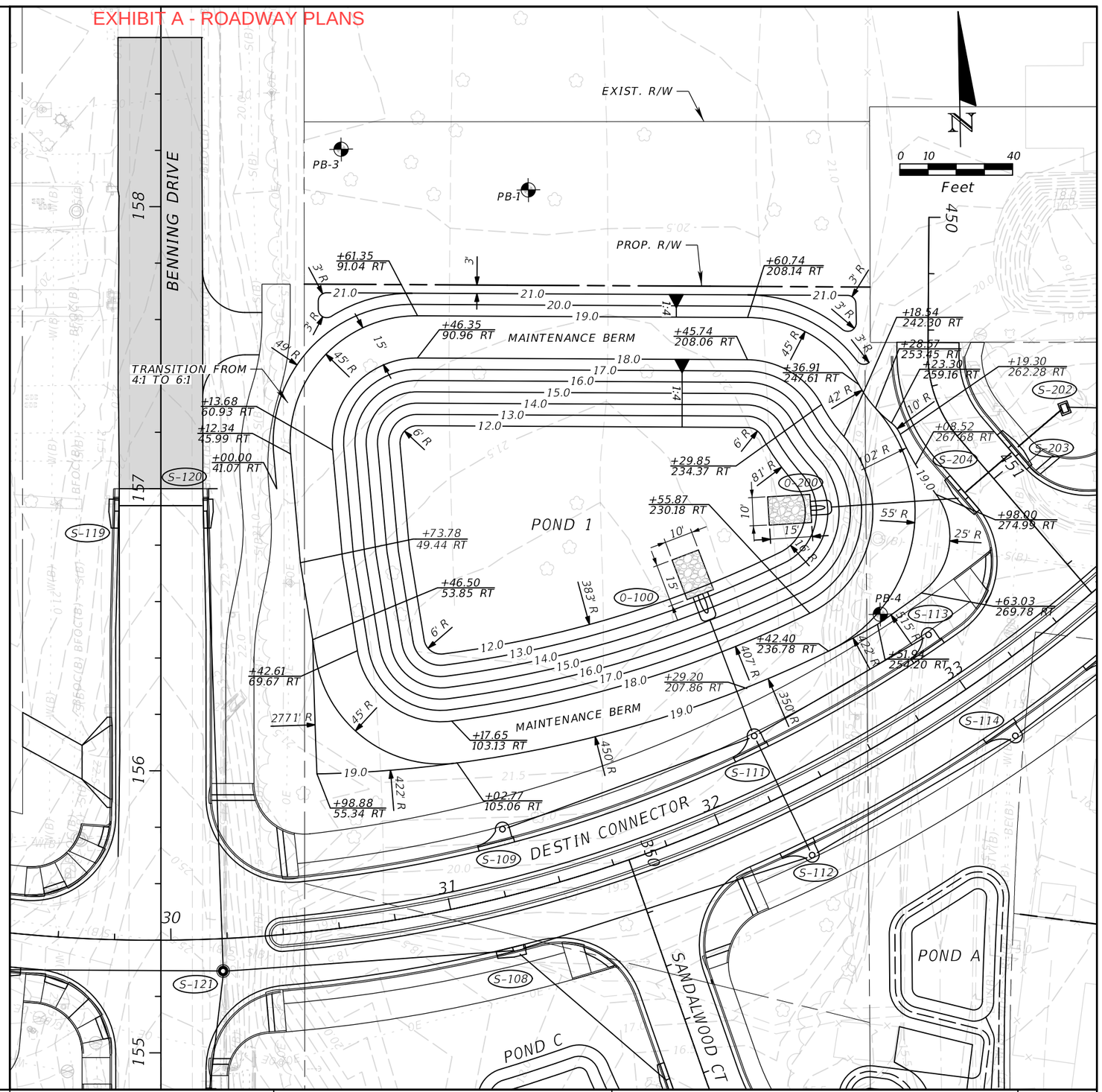


TYPICAL SECTION

NTS

NOTES:

1. STATION AND OFFSET CALLOUTS MEASURED FROM ℄ BENNING DRIVE.



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482 W. KELLER ROAD
ORLANDO, FL 32810

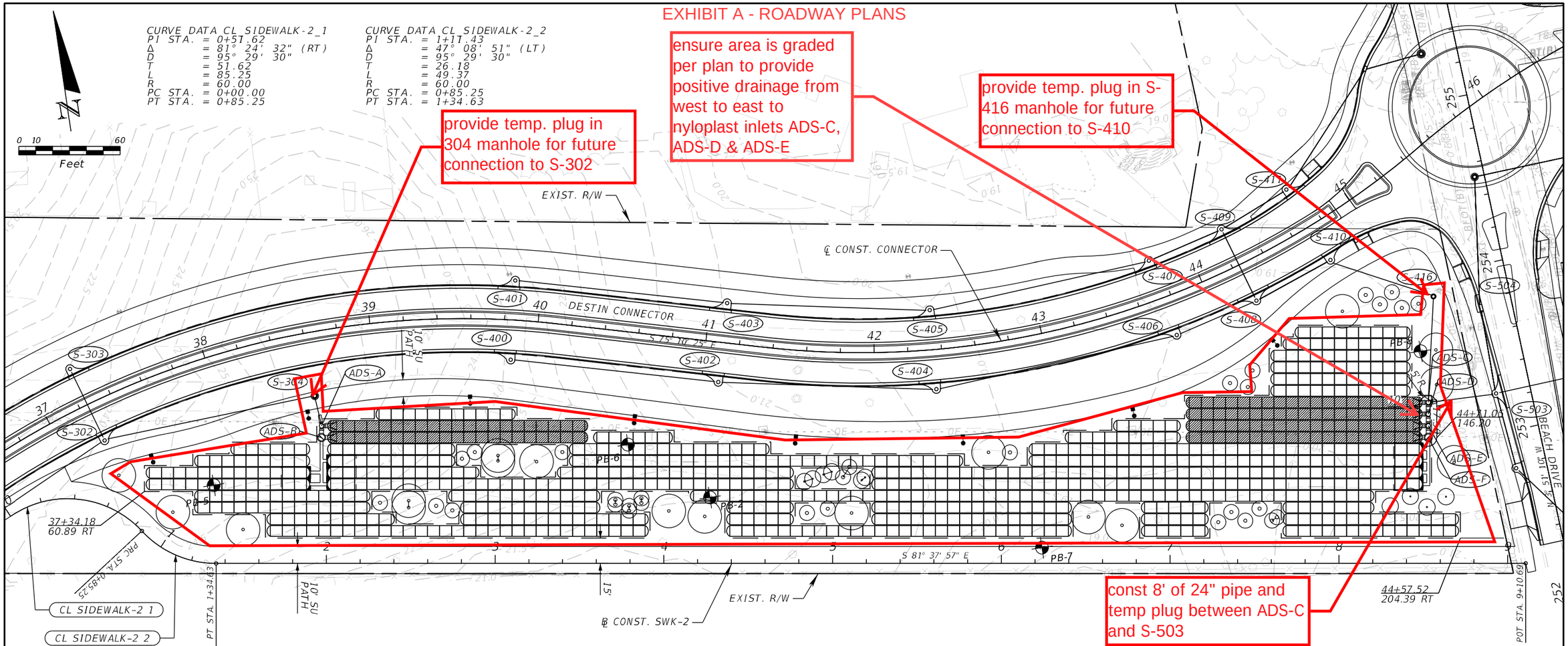
CITY OF DESTIN

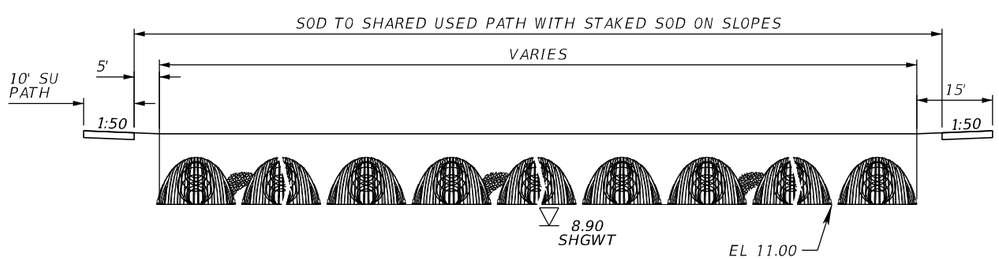
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

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.

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

POND DETAIL - STORMWATER CHAMBER

SHEET NO. 52

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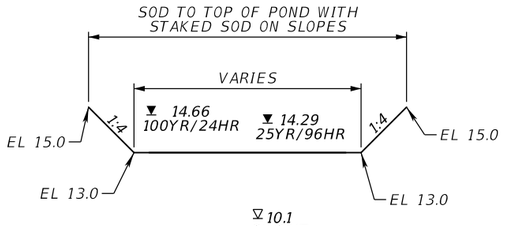
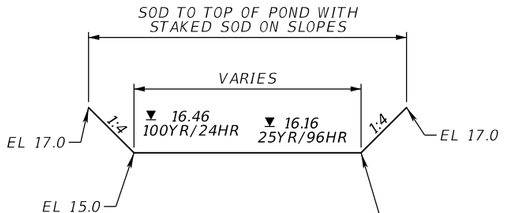
EXHIBIT A - ROADWAY PLANS



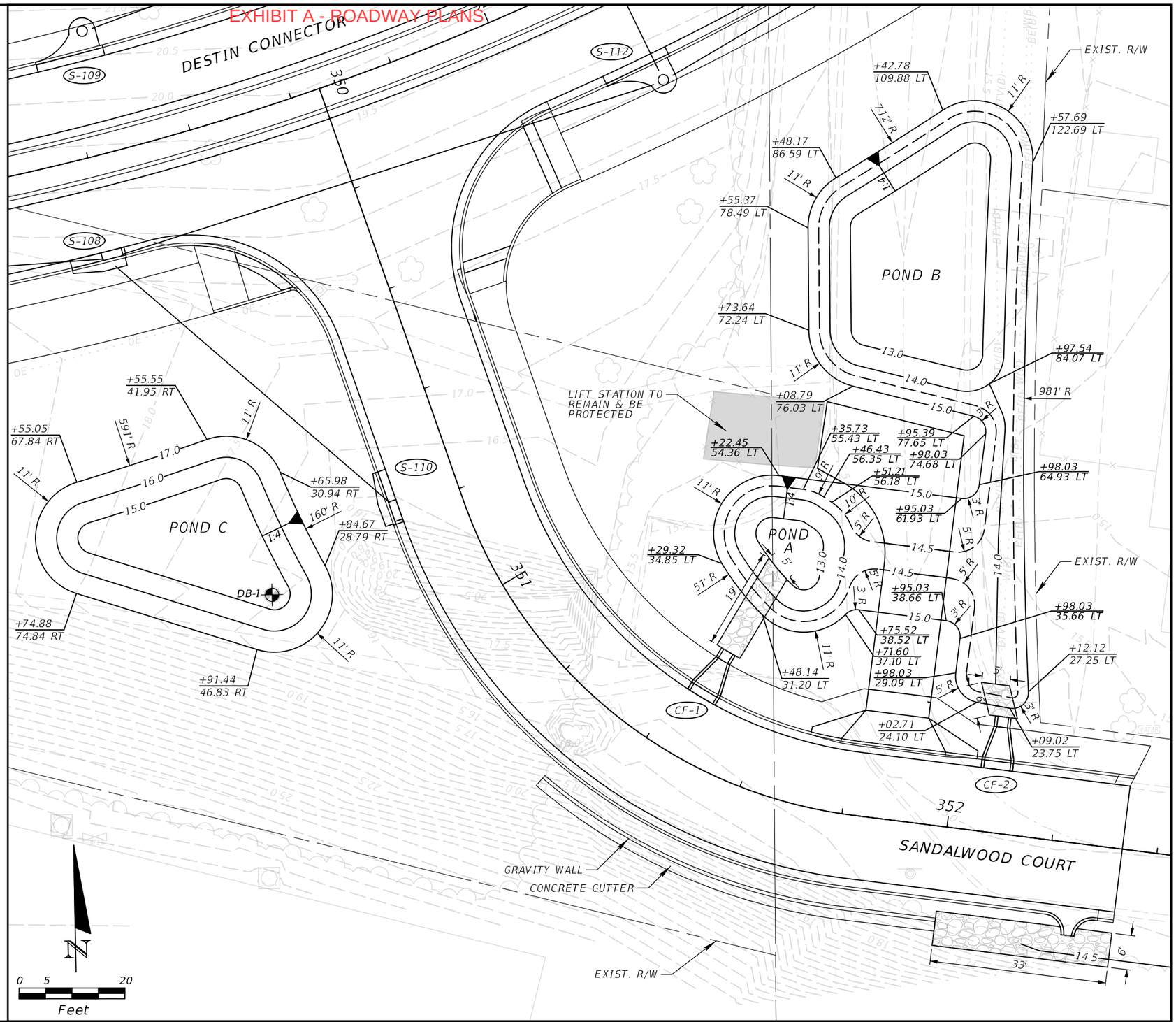
TYPICAL SECTION - PONDS A & B
NTS



TYPICAL SECTION - POND C
NTS

NOTES:

1. STATION AND OFFSET CALLOUTS MEASURED FROM ℄ SANDALWOOD COURT.



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REVISIONS			
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482 W. KELLER ROAD
ORLANDO, FL 32810

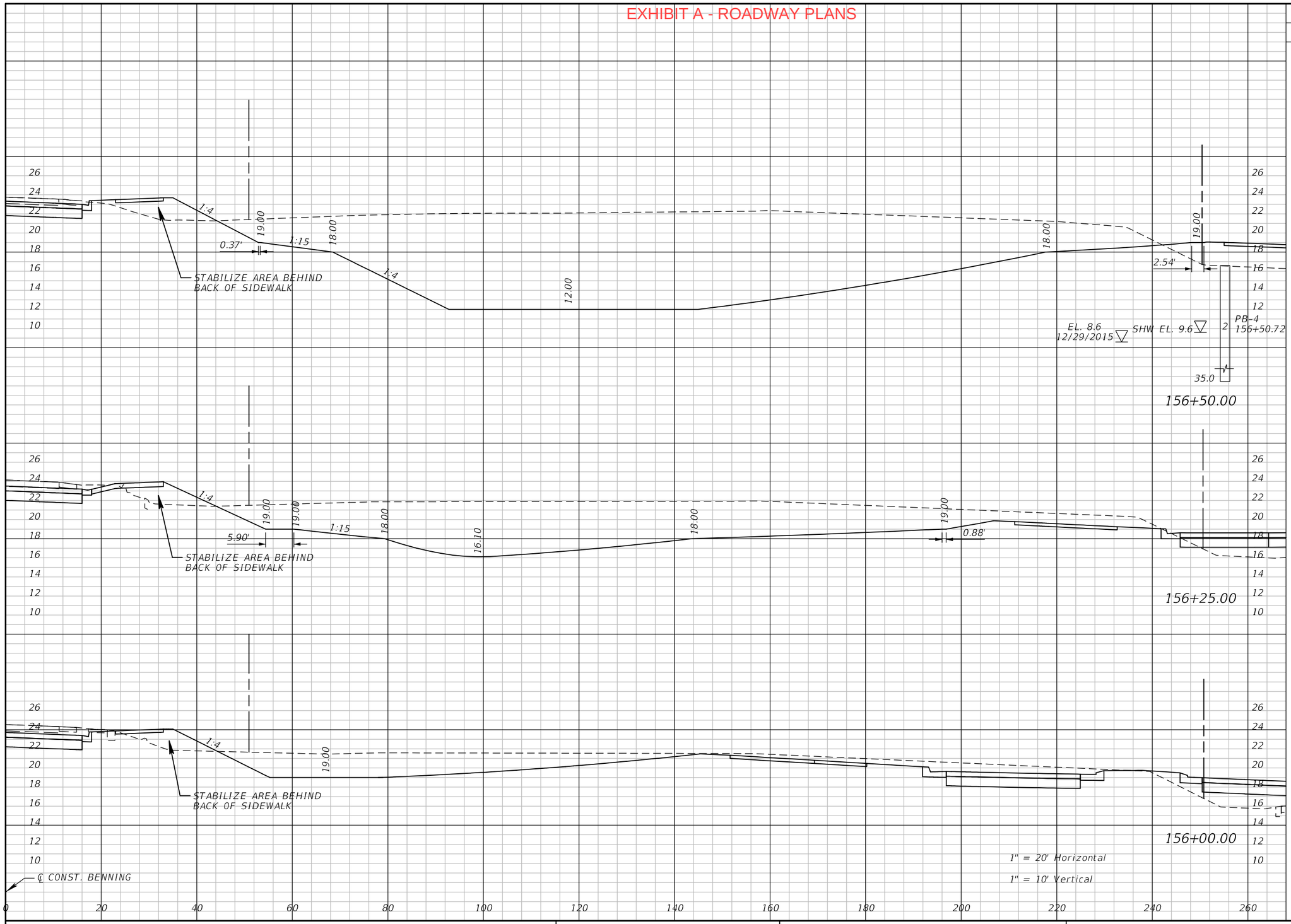
CITY OF DESTIN

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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P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

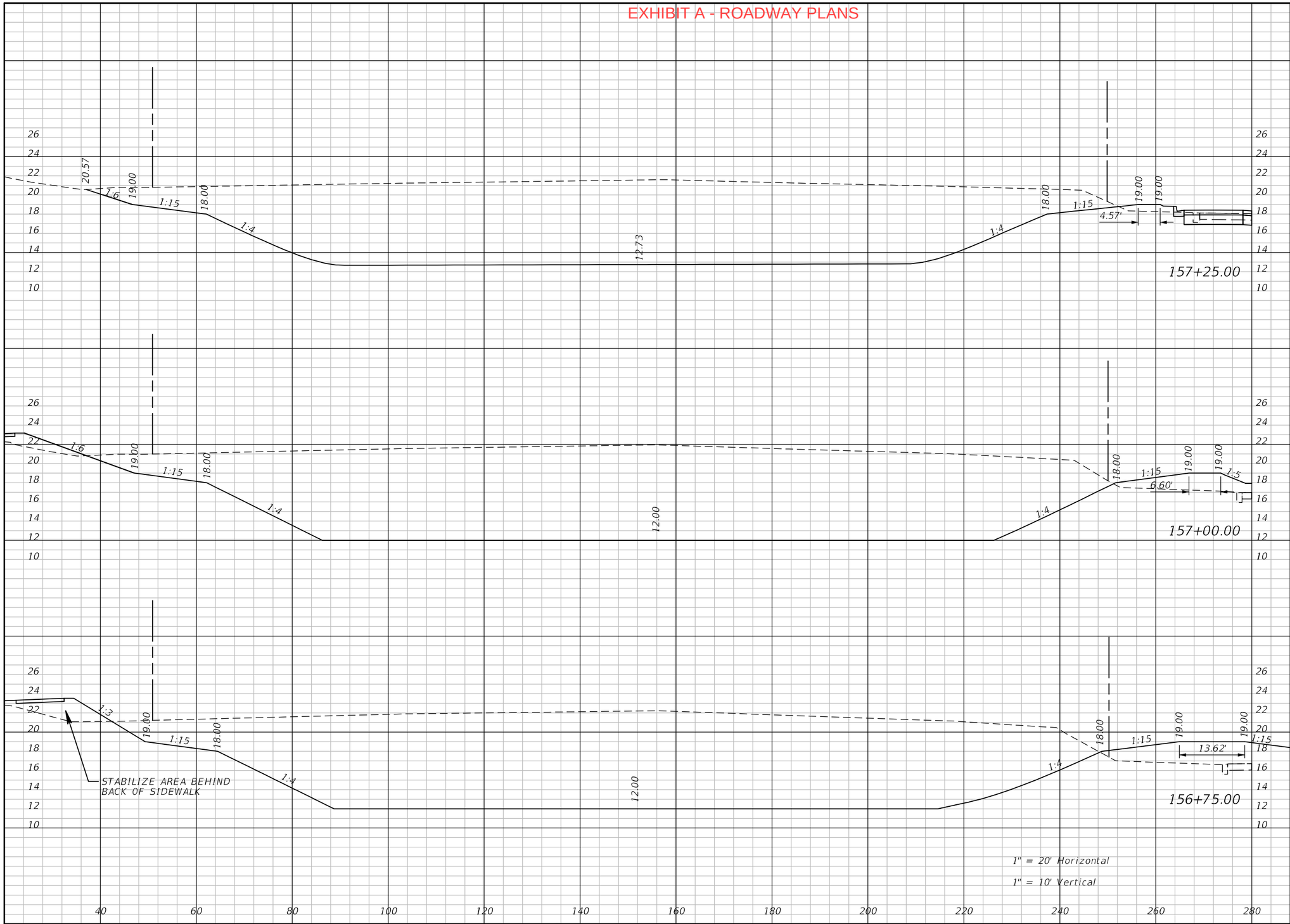
CITY OF DESTIN

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

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482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

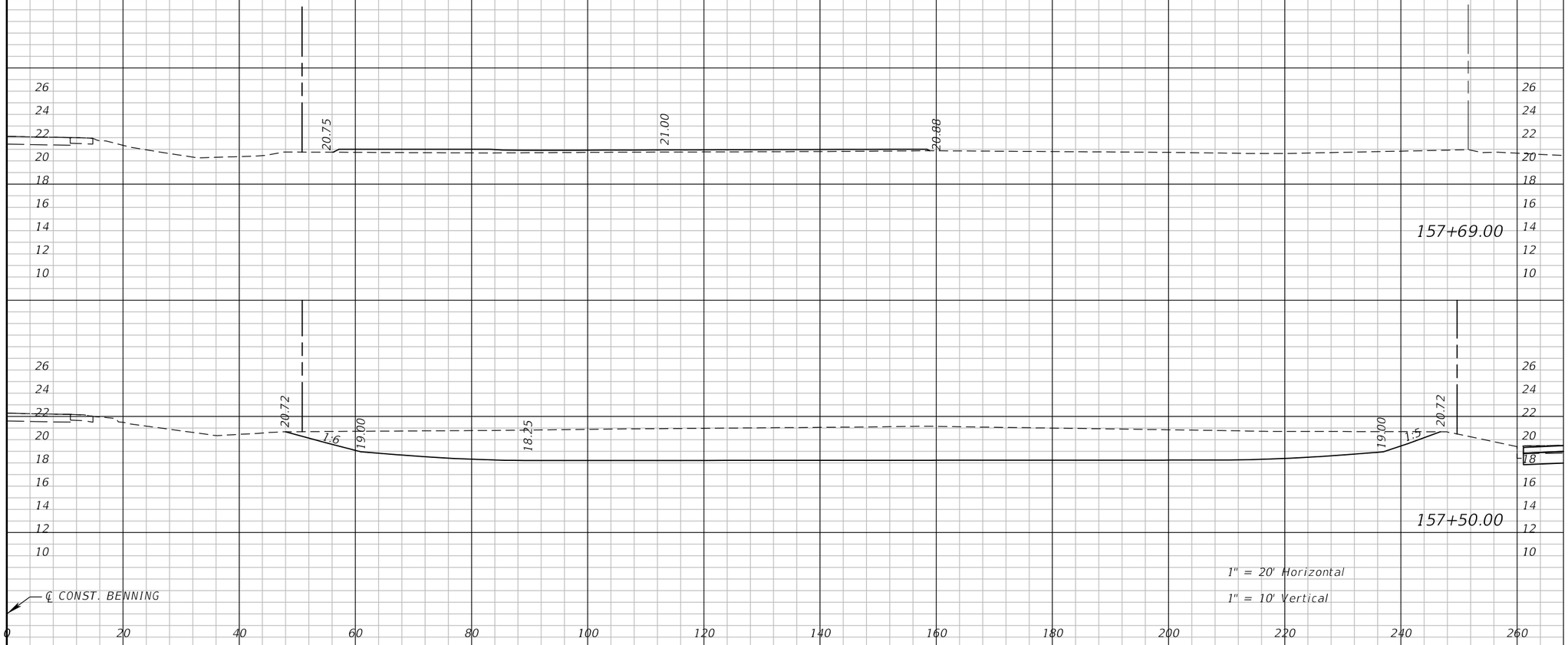
CITY OF DESTIN

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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482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

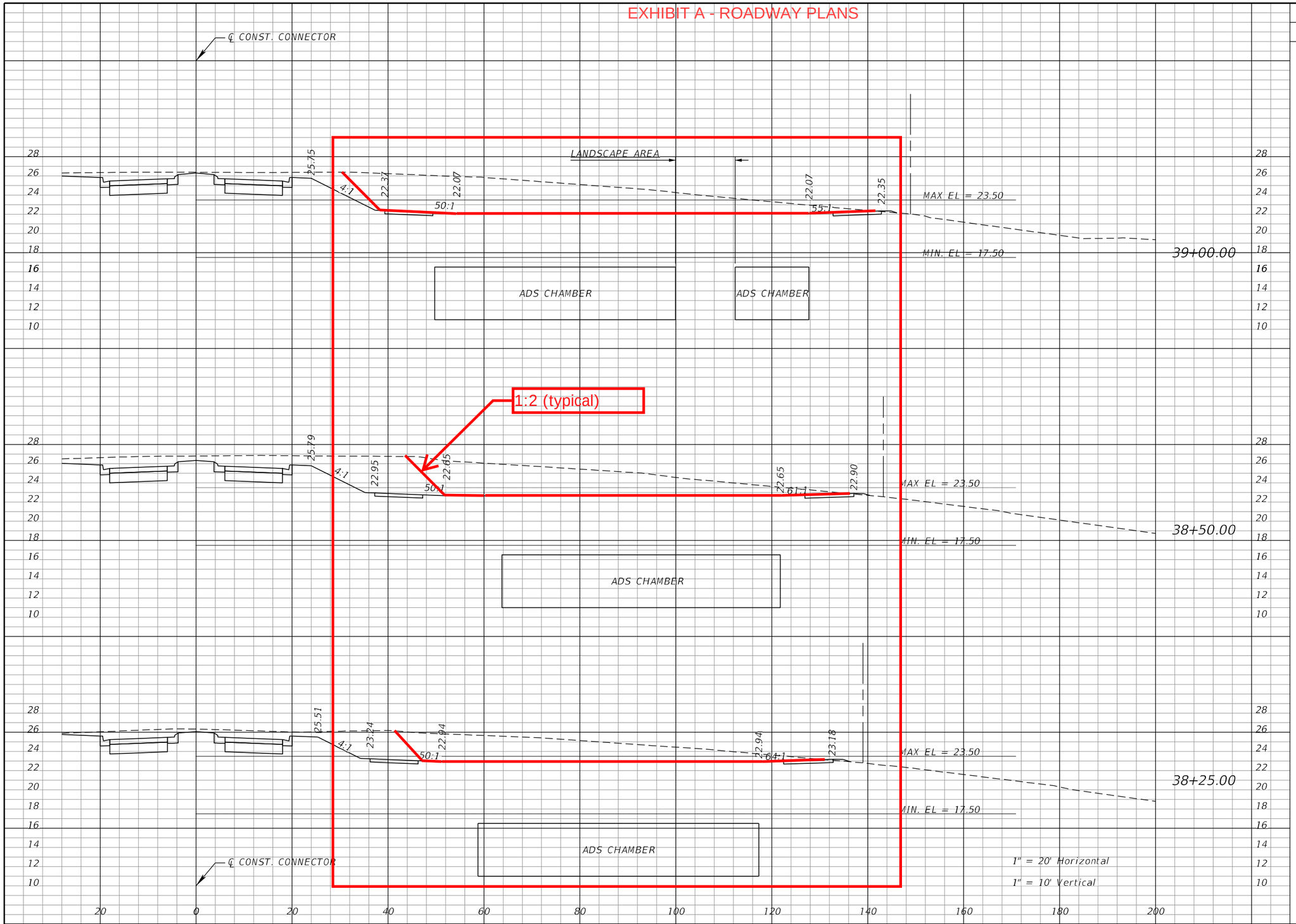
CITY OF DESTIN

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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482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

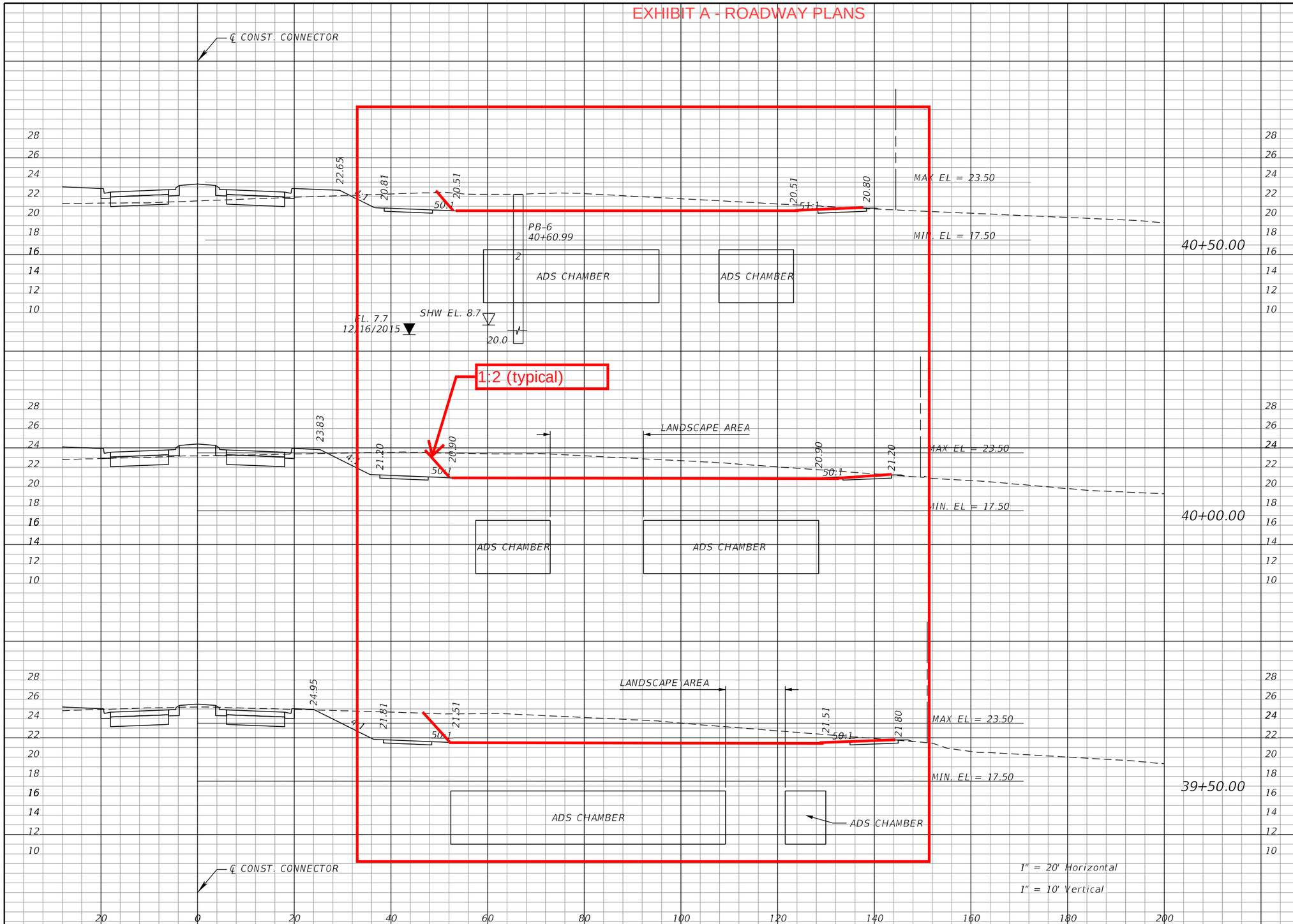
CITY OF DESTIN

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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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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ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

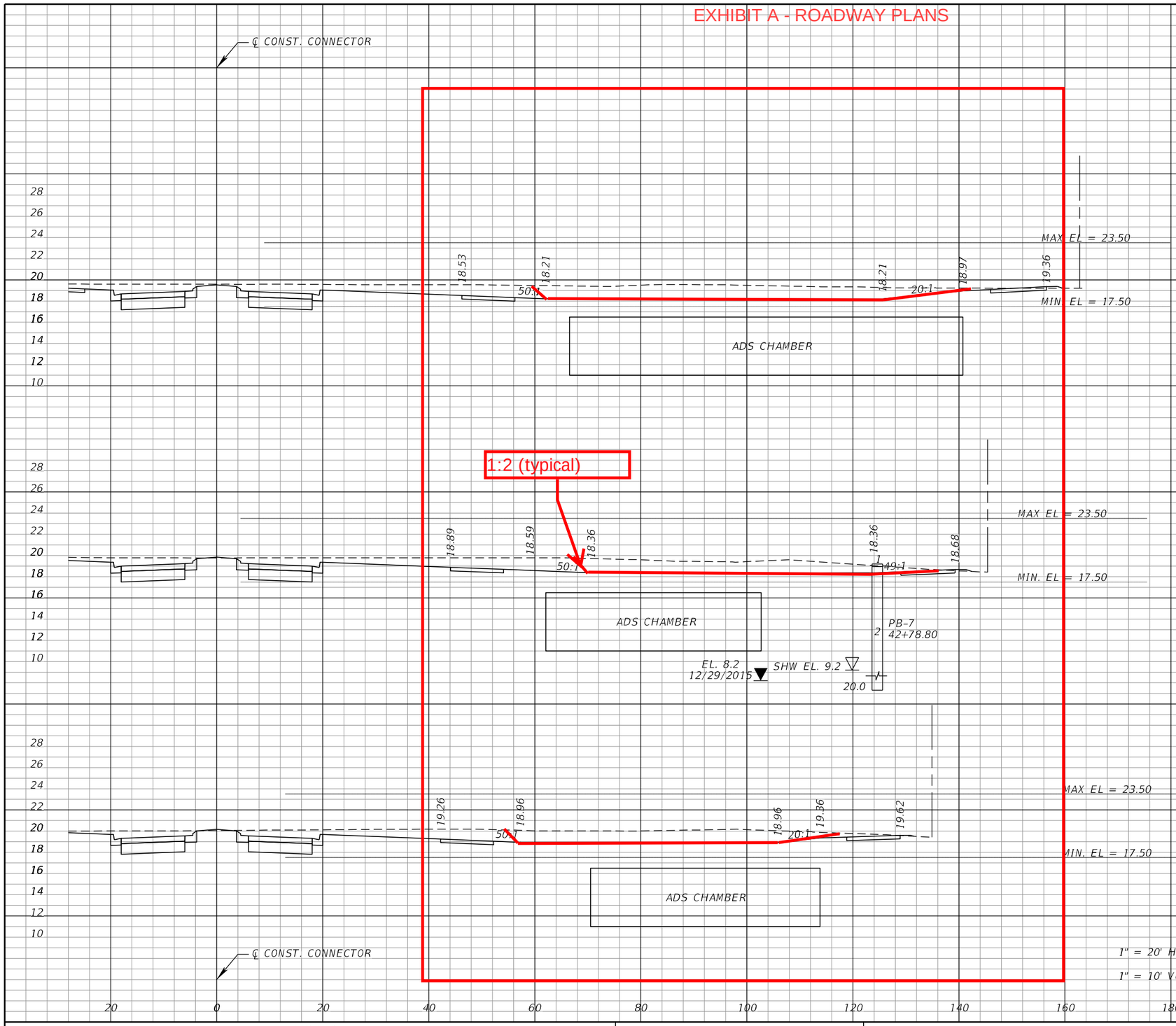
CITY OF DESTIN

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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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

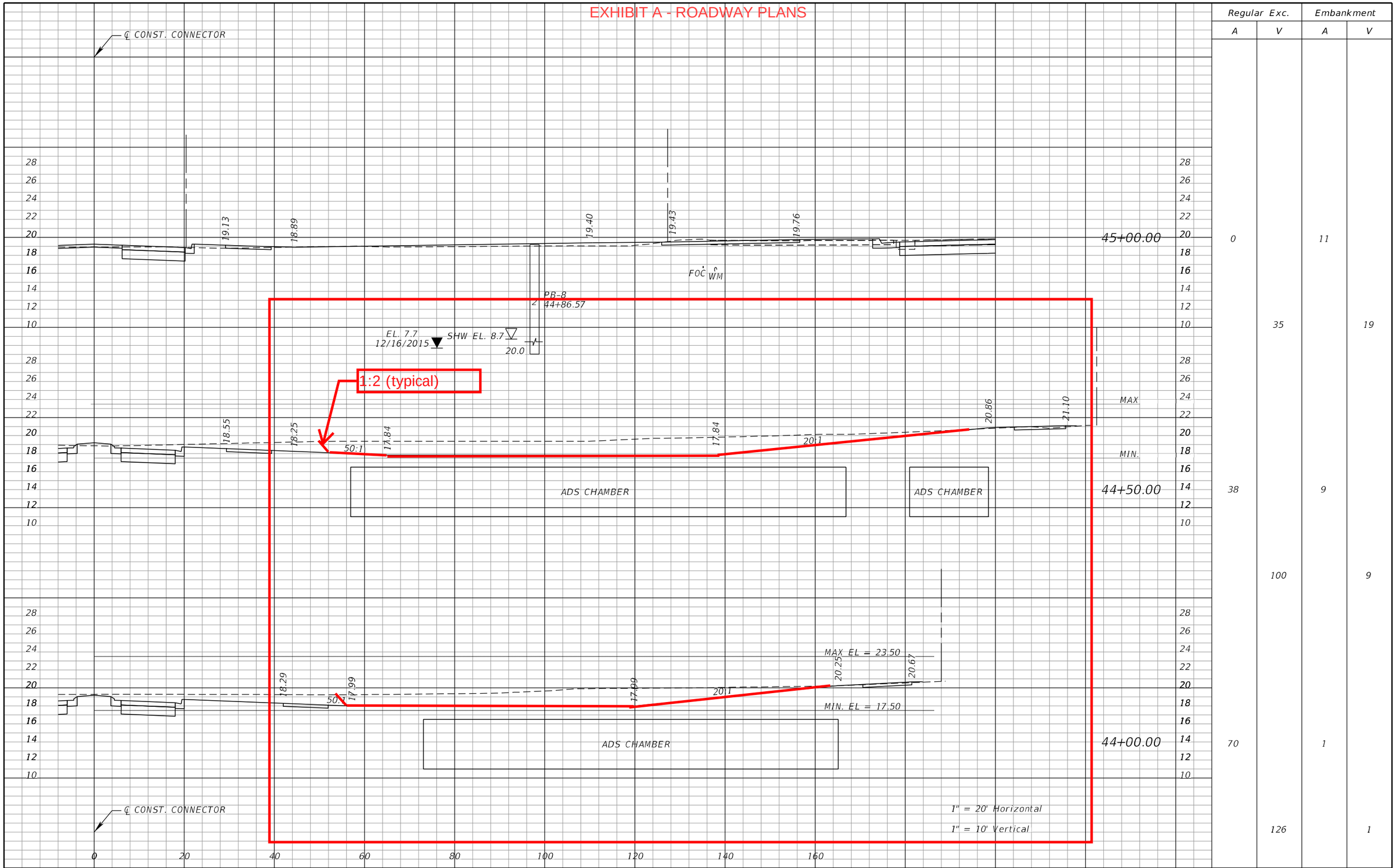
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER CHAMBERS SECTIONS

SHEET NO. 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			
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

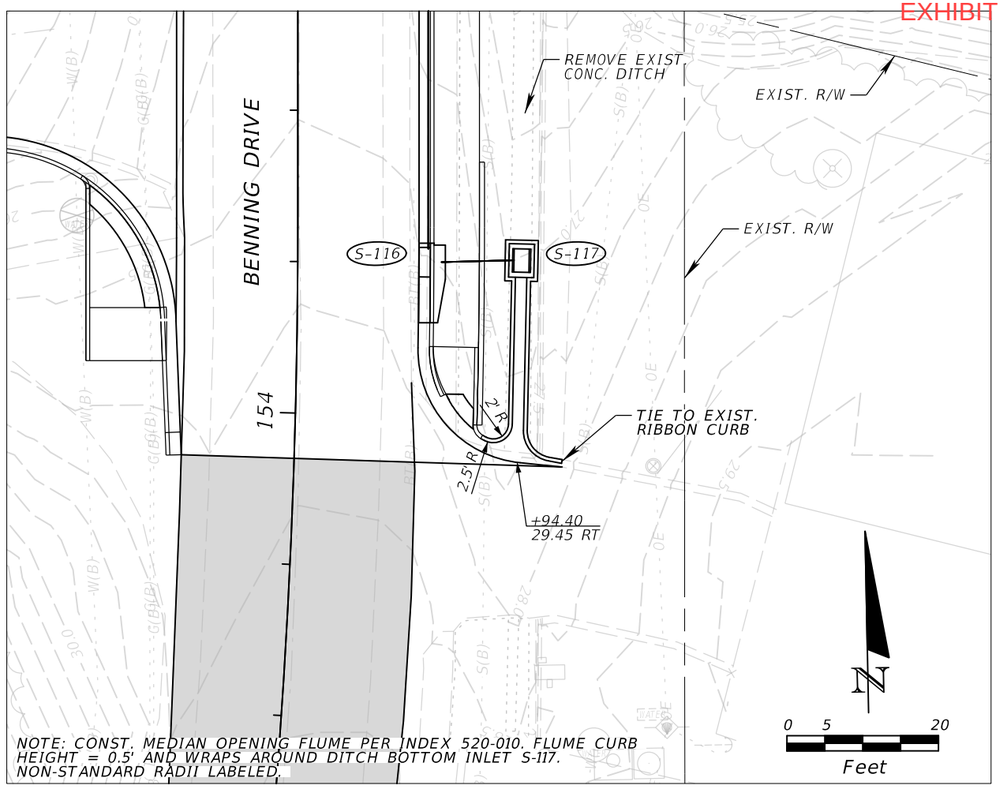
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

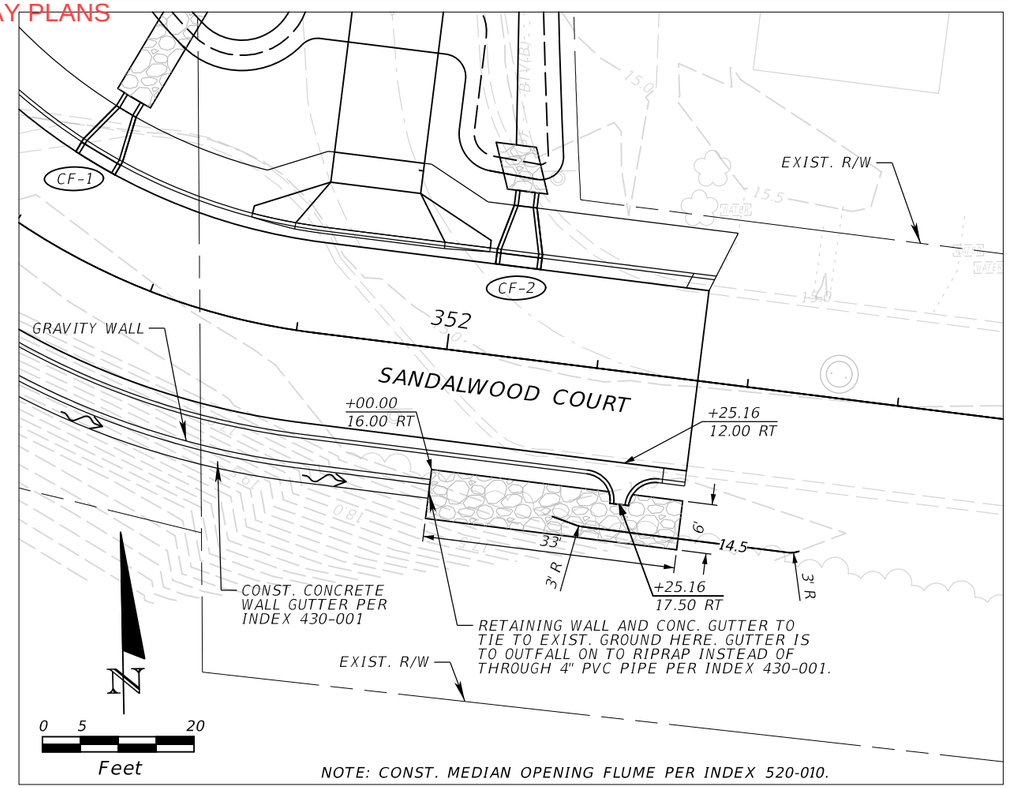
STORMWATER CHAMBERS SECTIONS

SHEET NO. 61

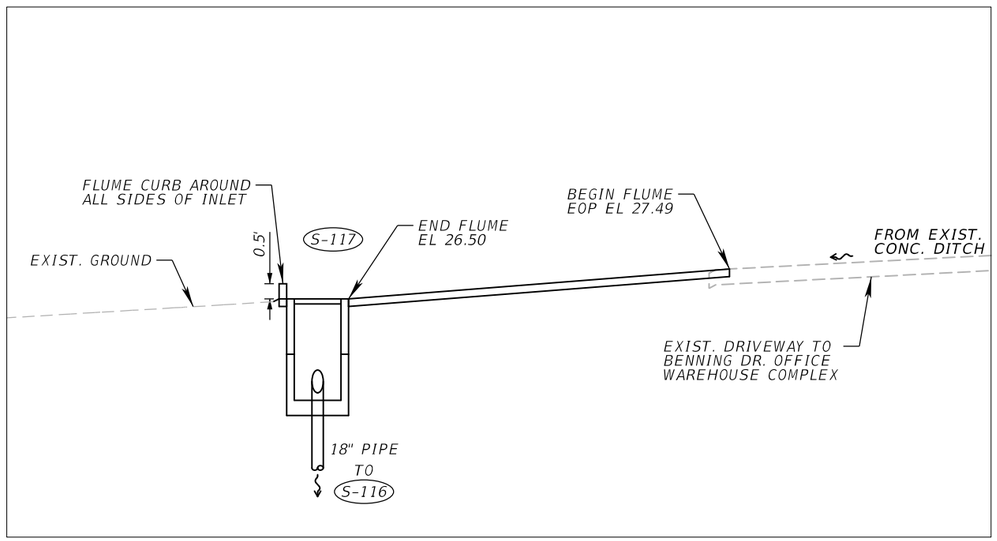
EXHIBIT A - ROADWAY PLANS



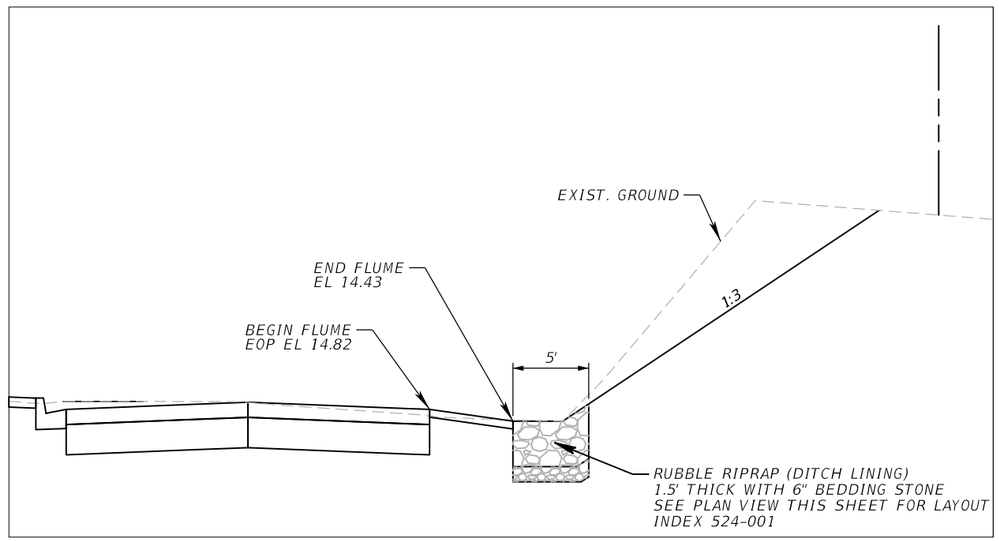
PLAN VIEW - BENNING FLUME



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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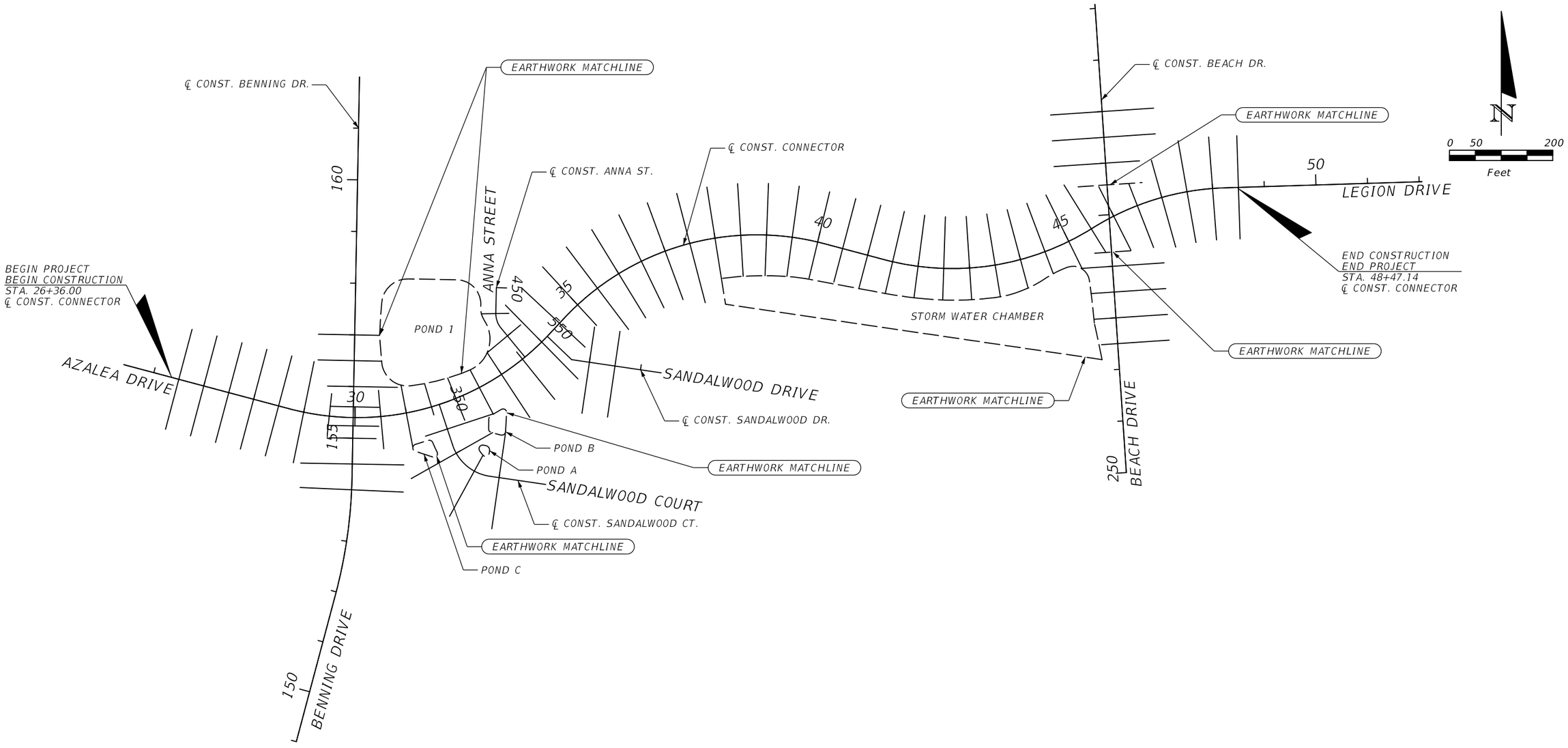
EXHIBIT A - ROADWAY PLANS



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

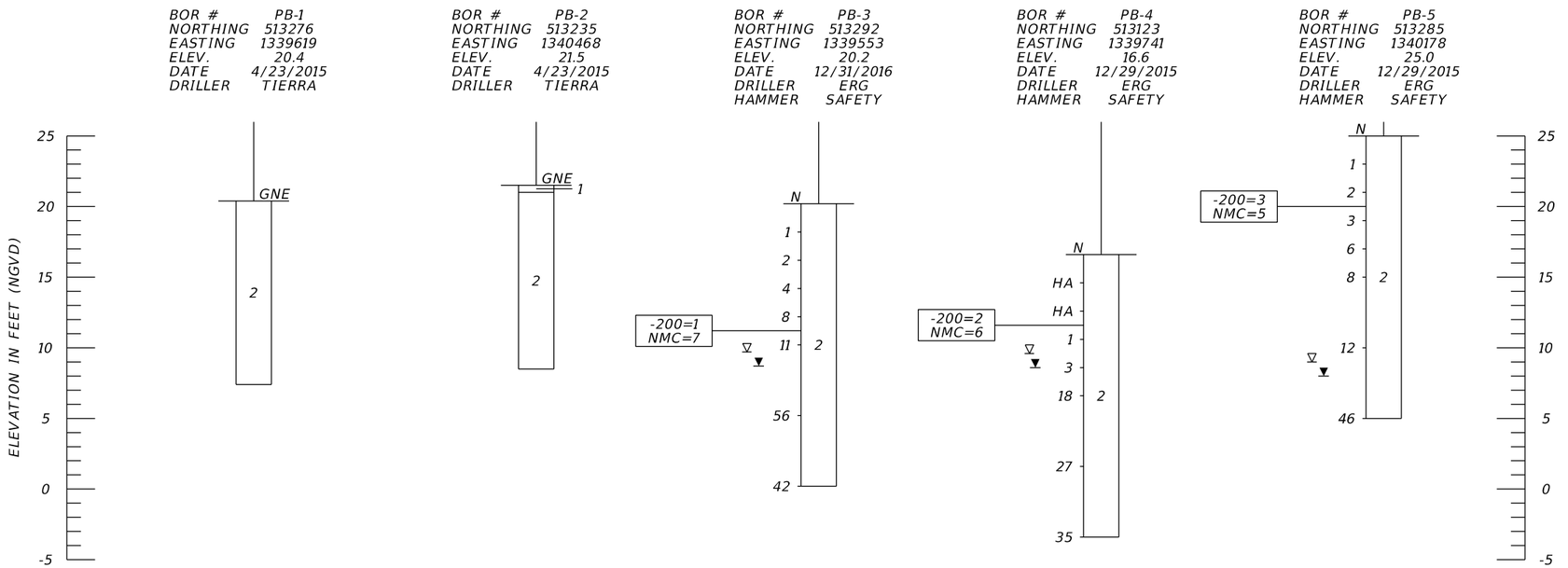
EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

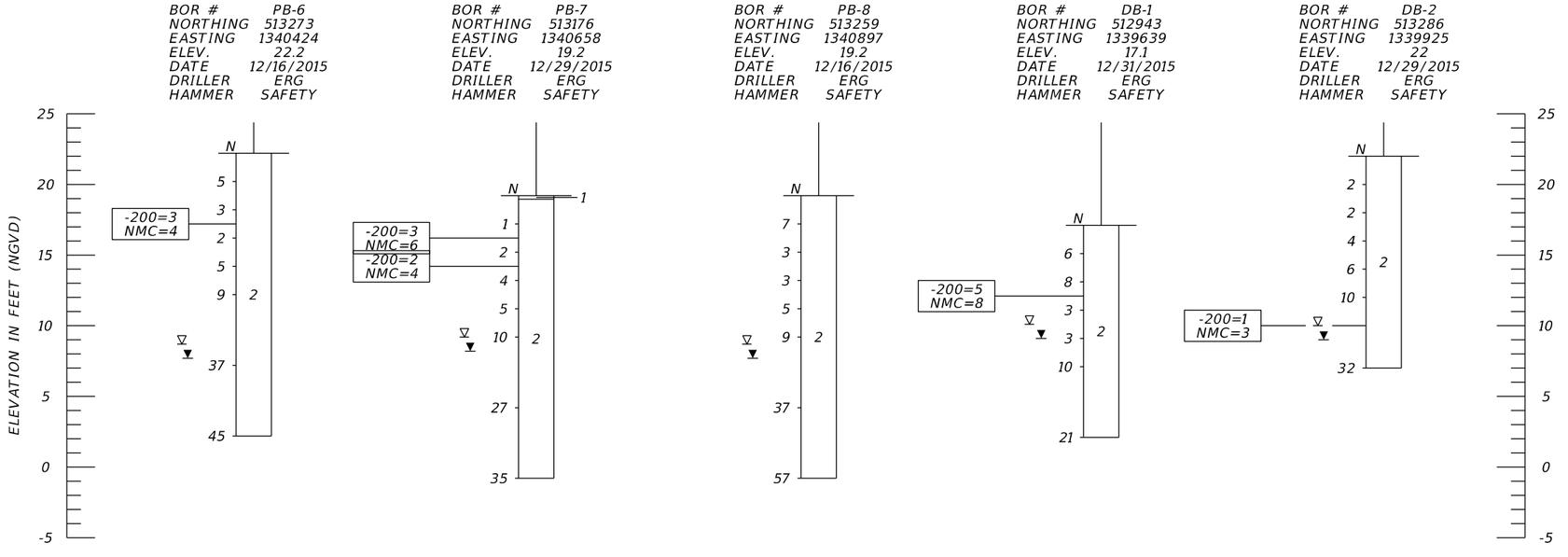
CITY OF DESTIN

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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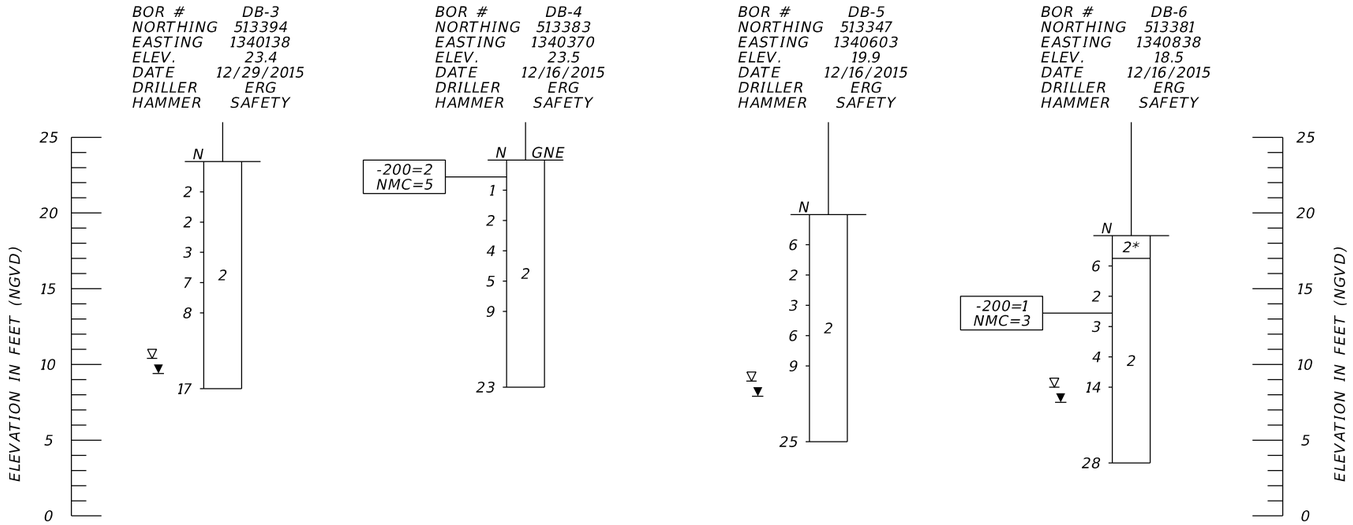

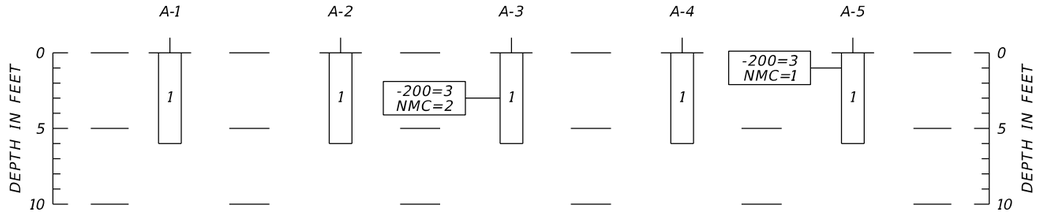

LEGEND

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

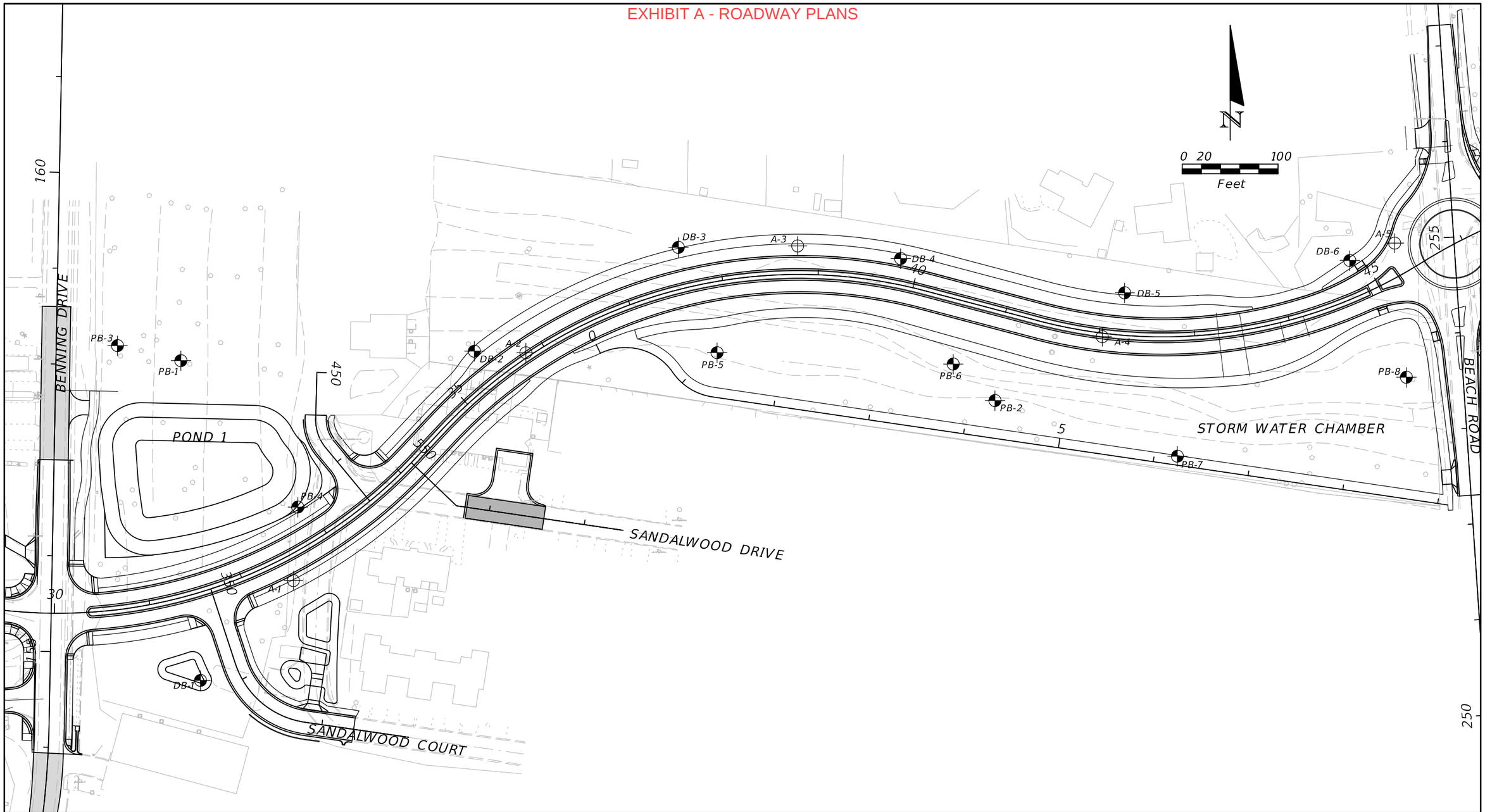
CITY OF DESTIN

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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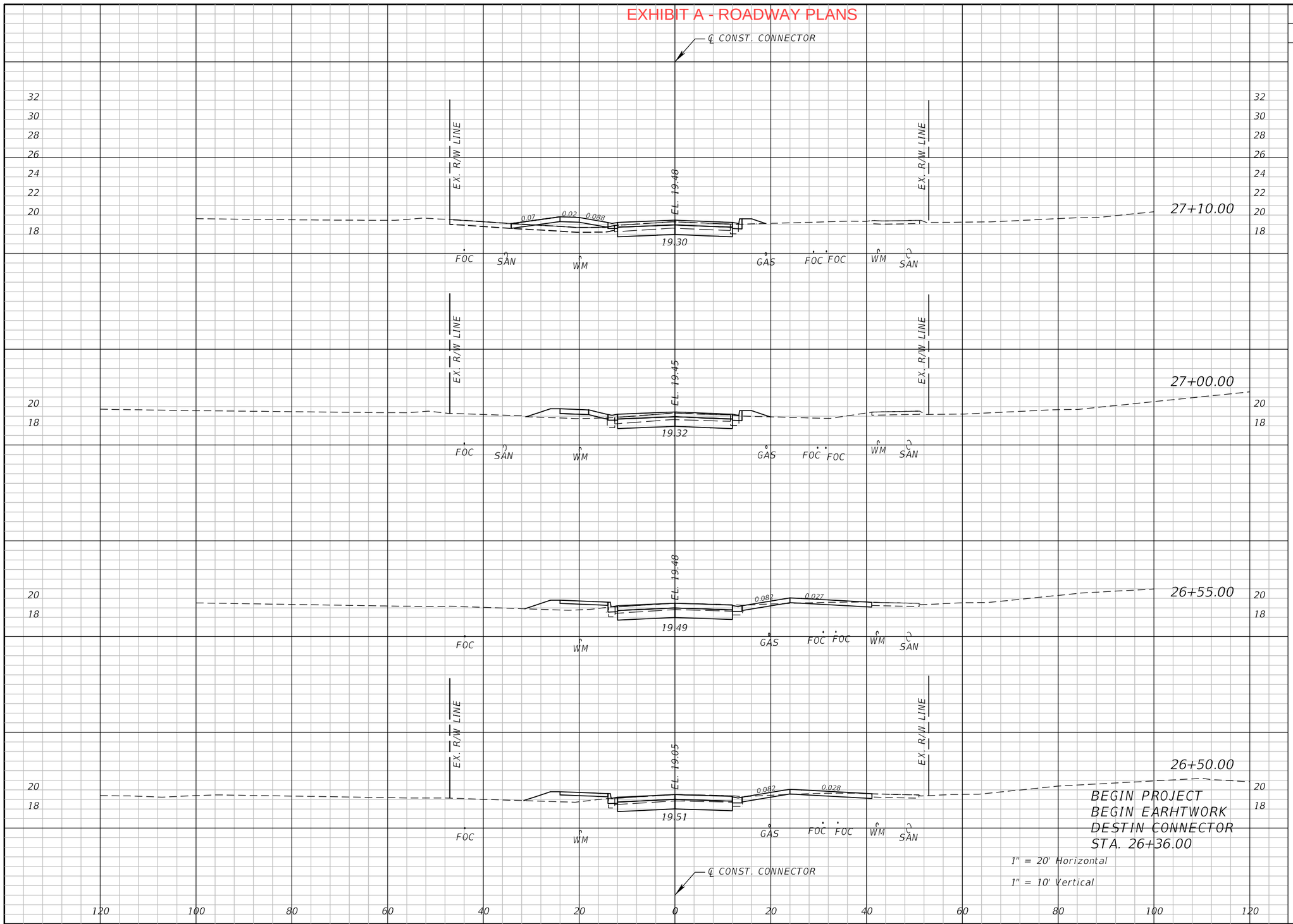
EXHIBIT A - ROADWAY PLANS



	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

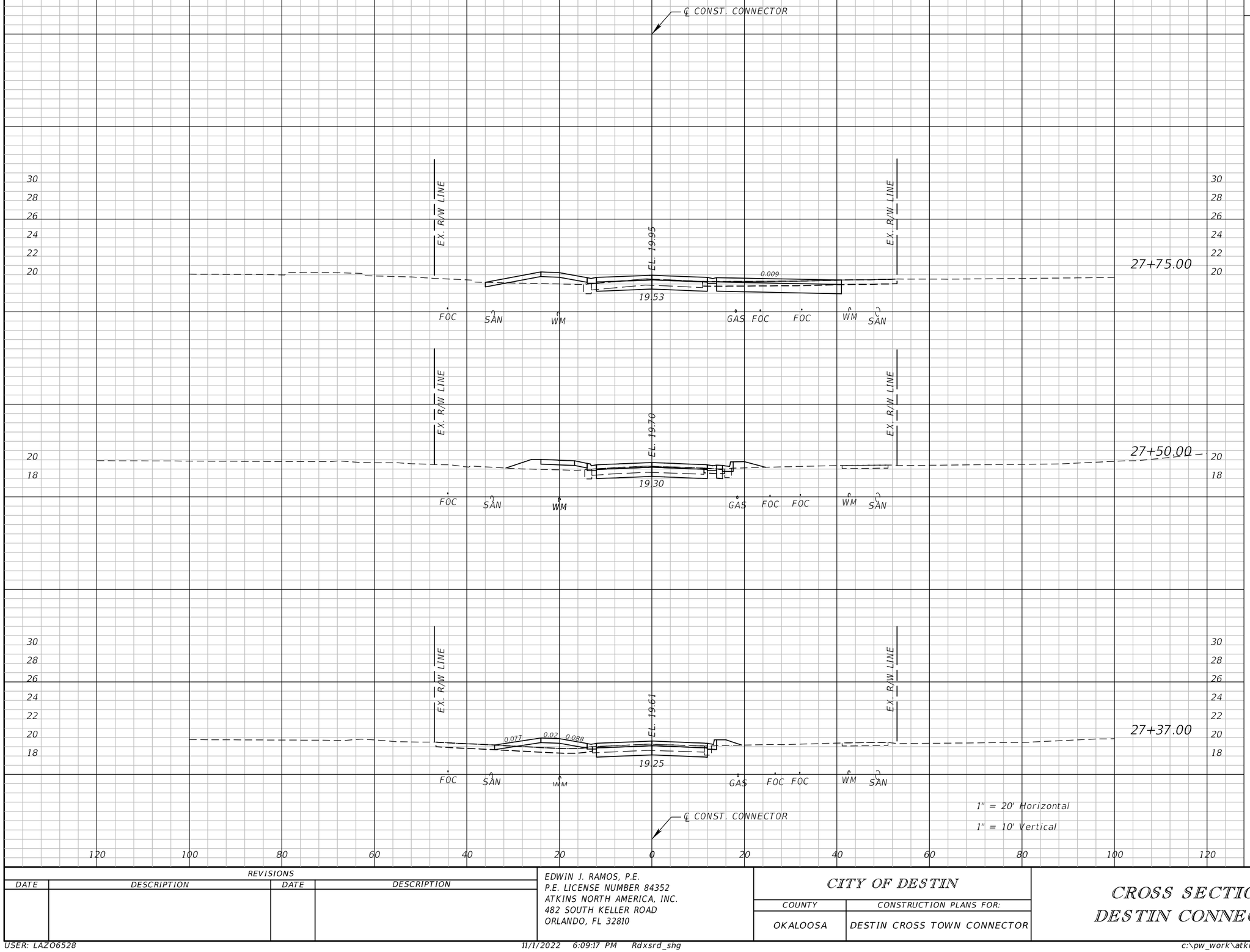
CITY OF DESTIN

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

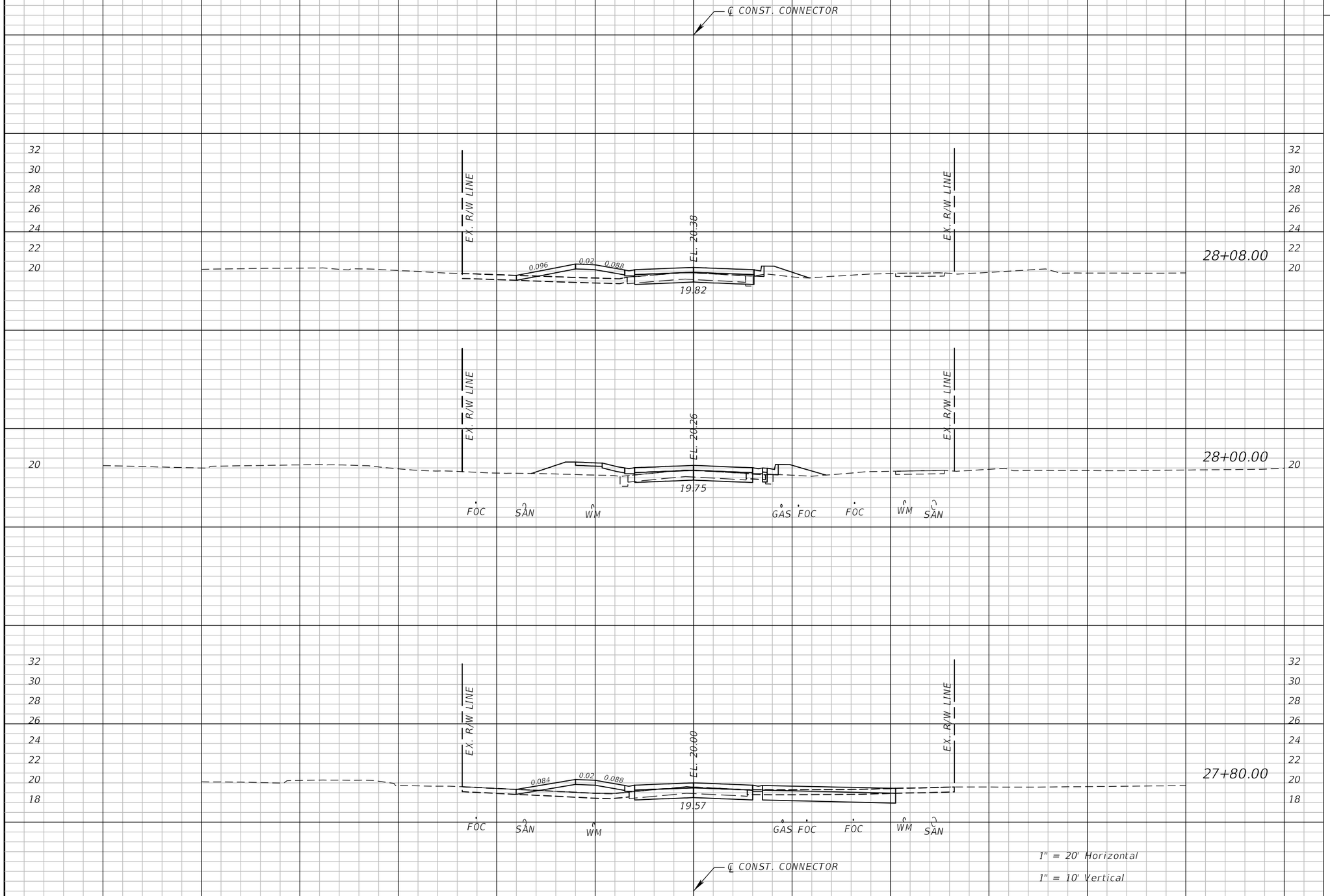
CITY OF DESTIN

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

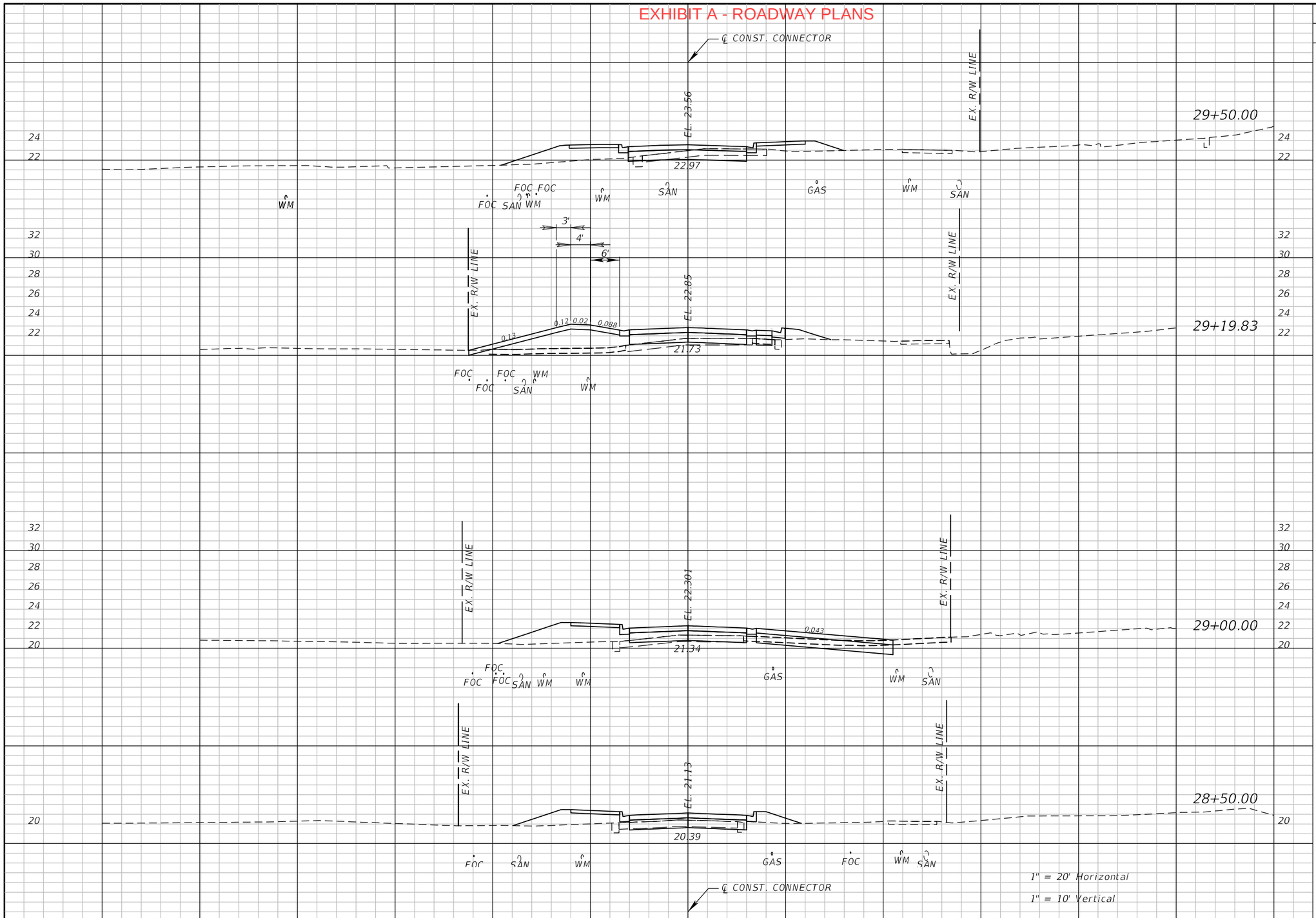
CITY OF DESTIN

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

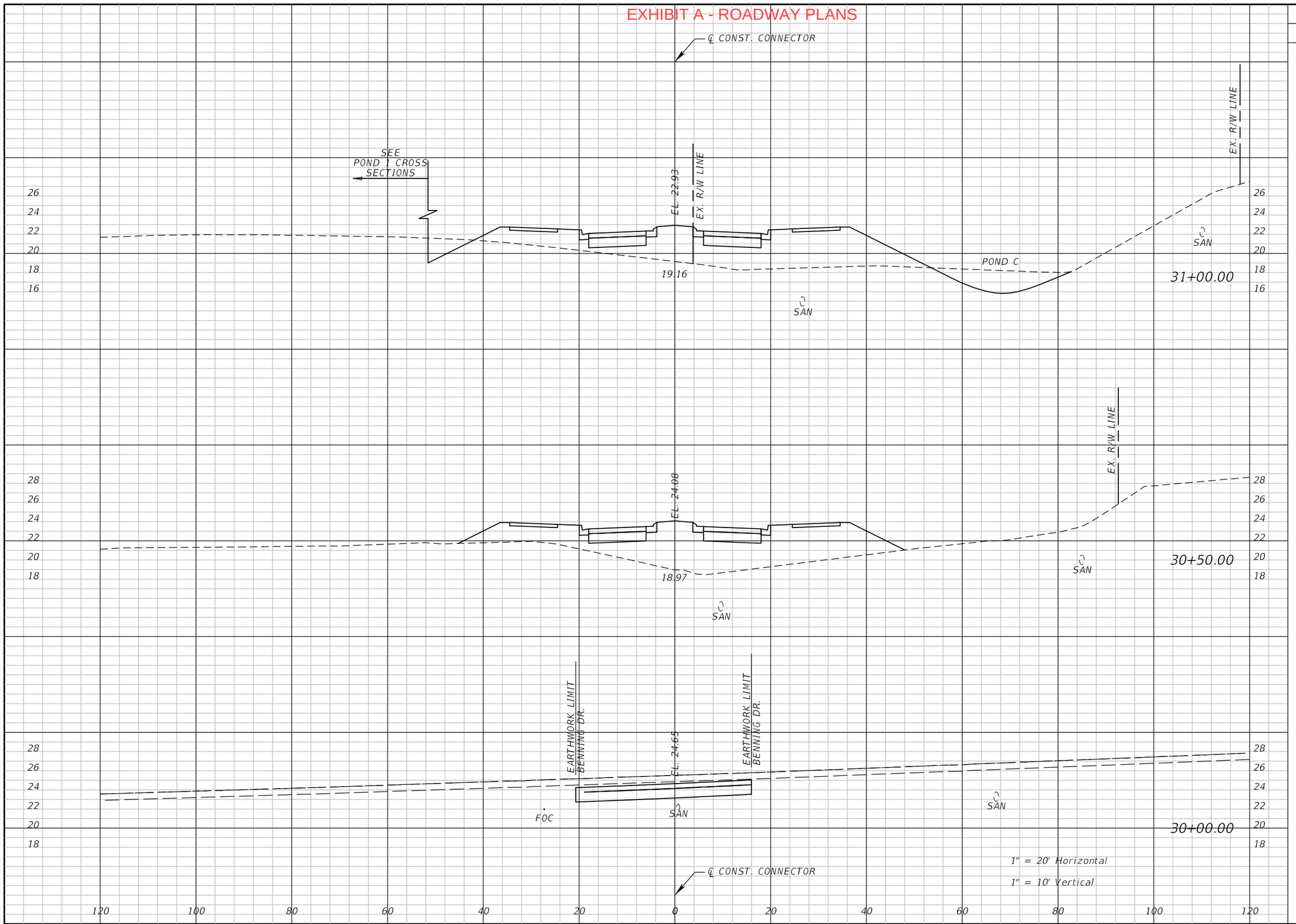
CITY OF DESTIN

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

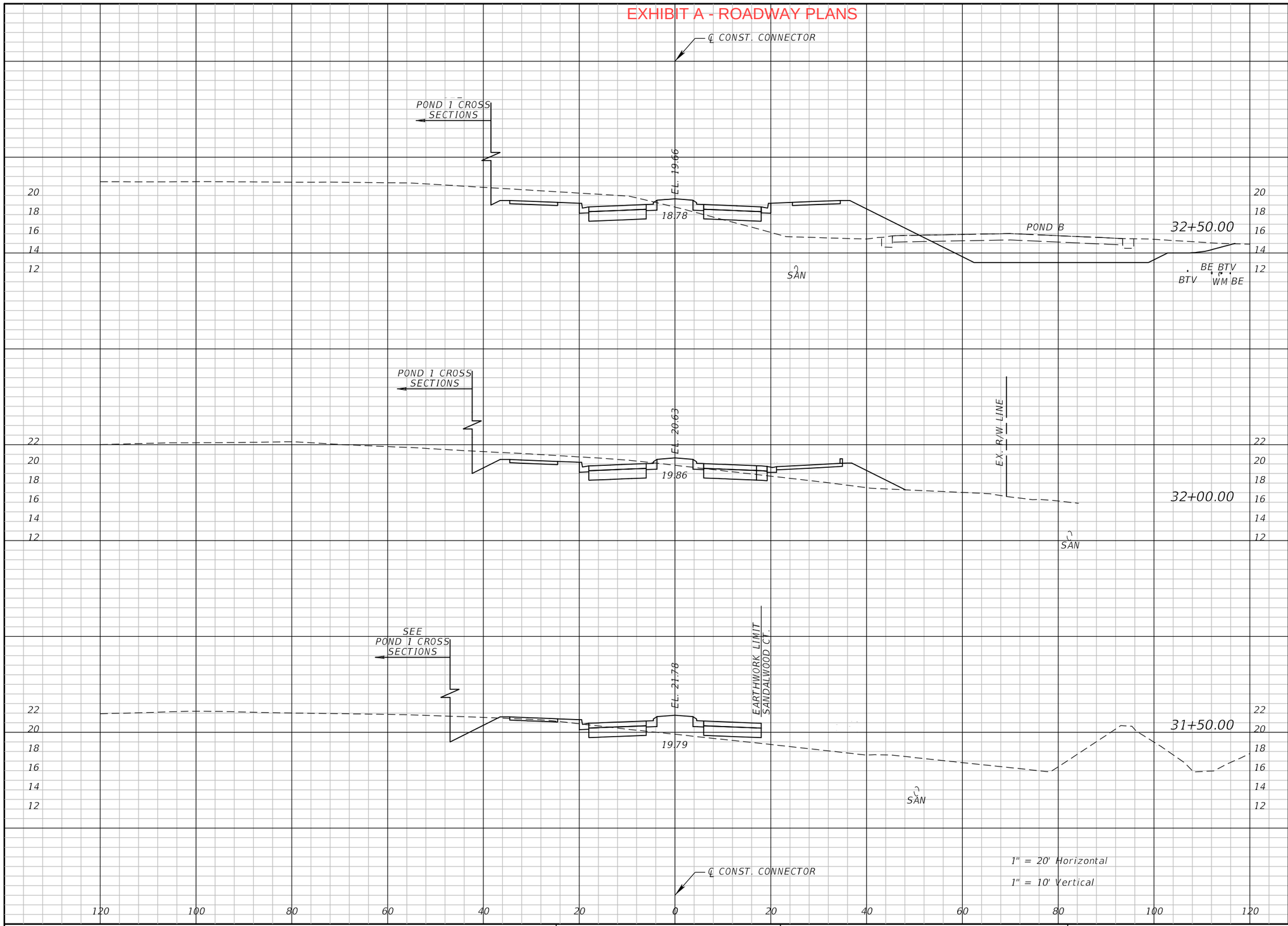
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

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

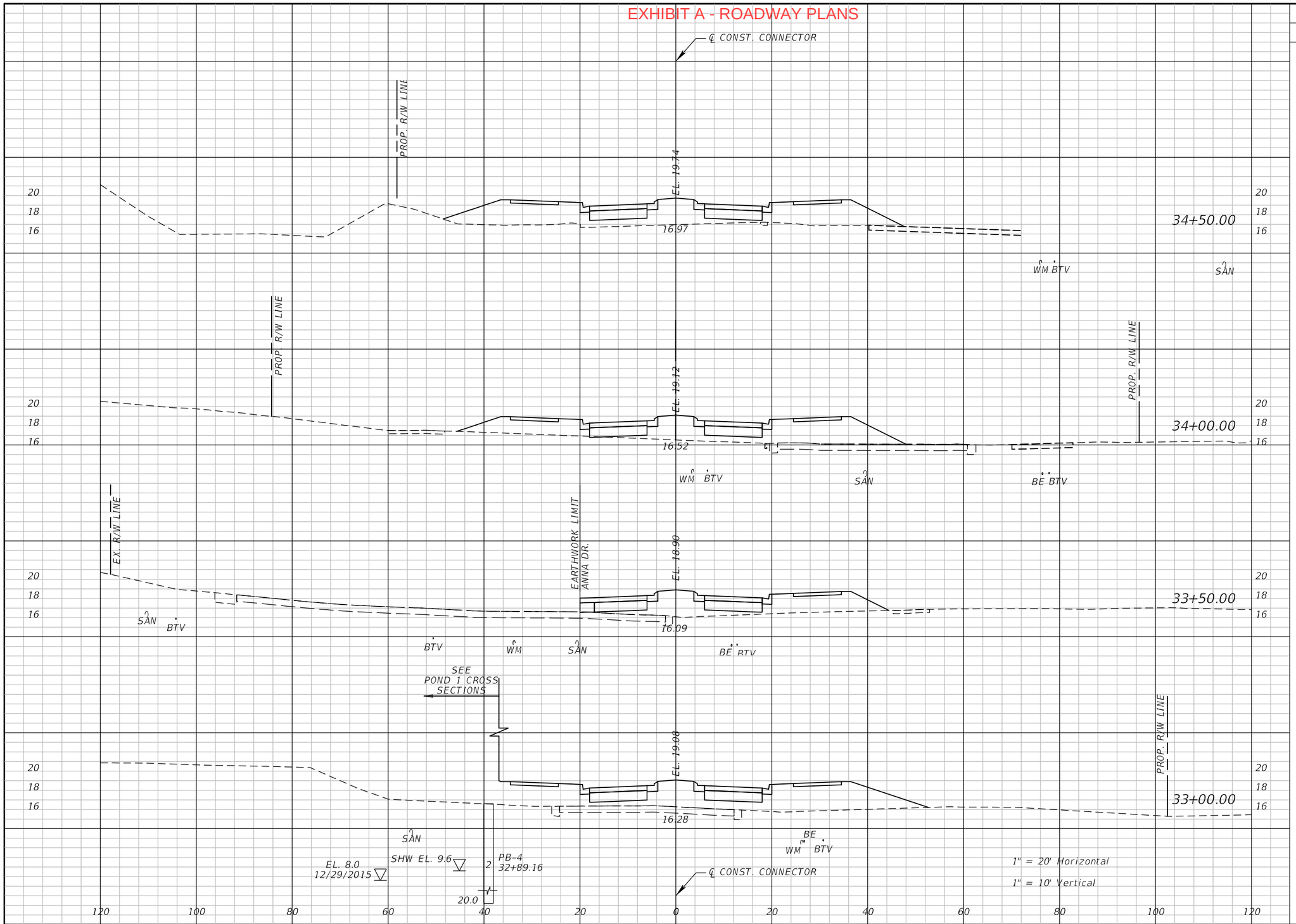
CITY OF DESTIN

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

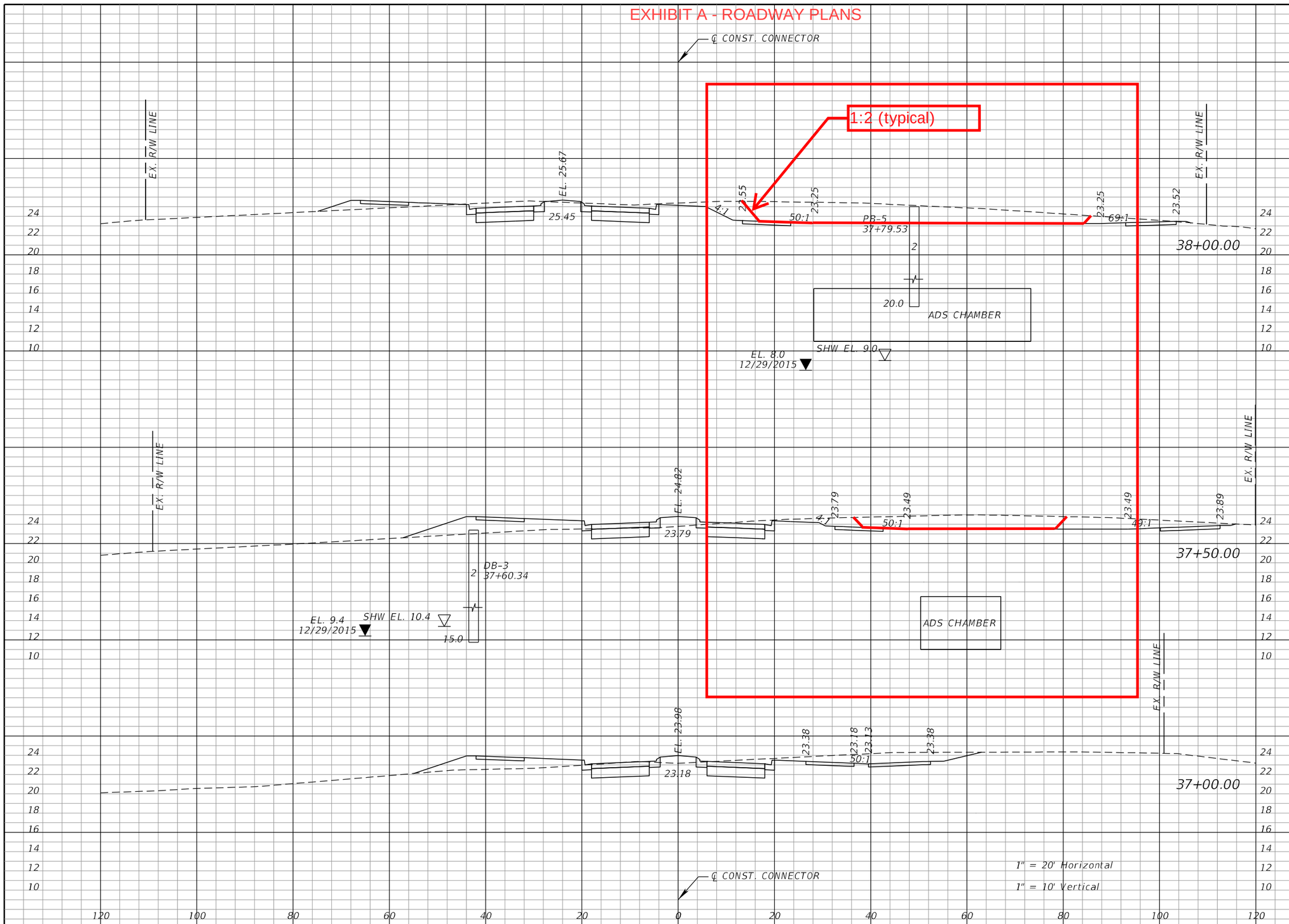
CITY OF DESTIN

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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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

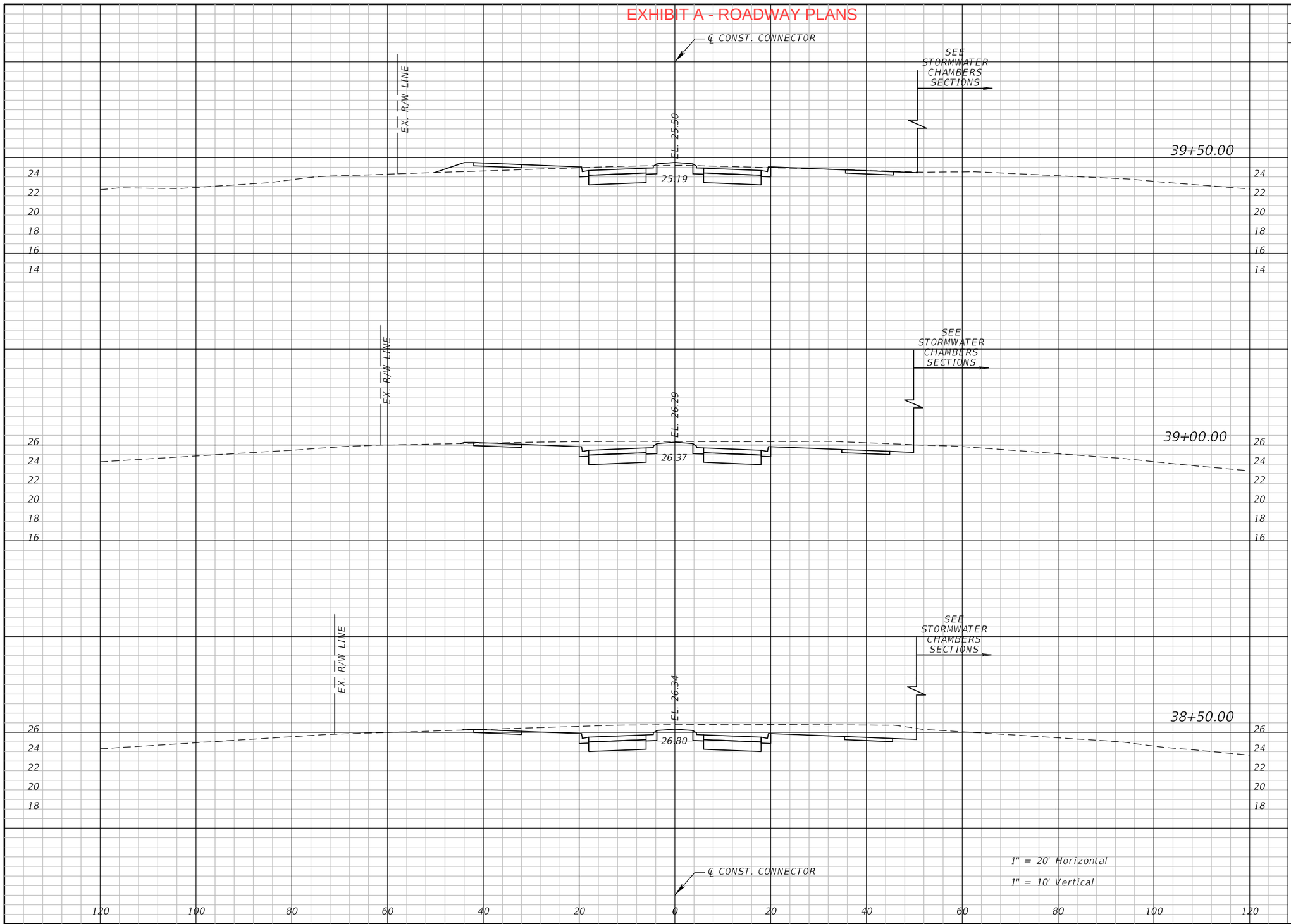
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 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			
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

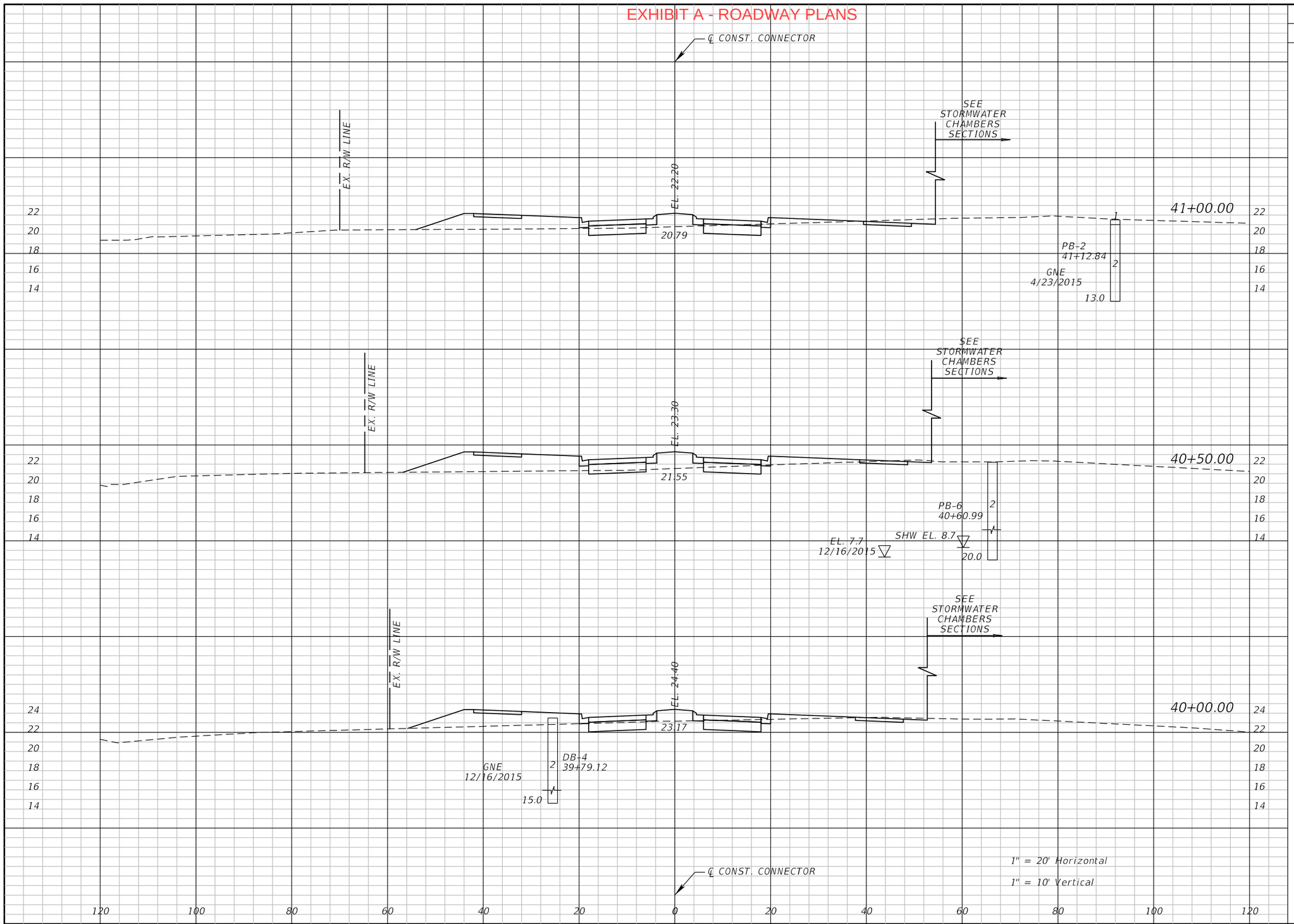
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS
DESTIN CONNECTOR

SHEET NO. 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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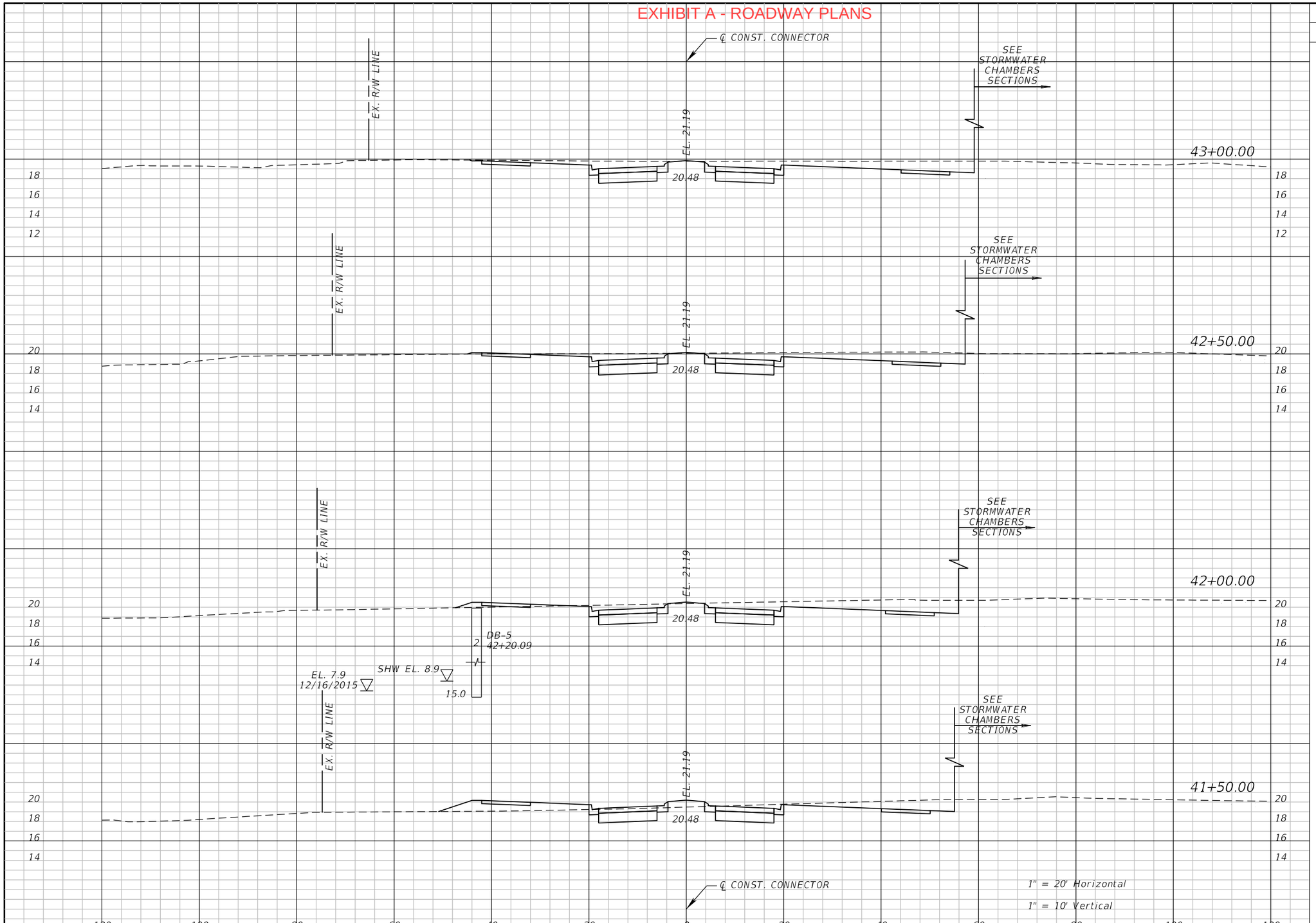
CITY OF DESTIN

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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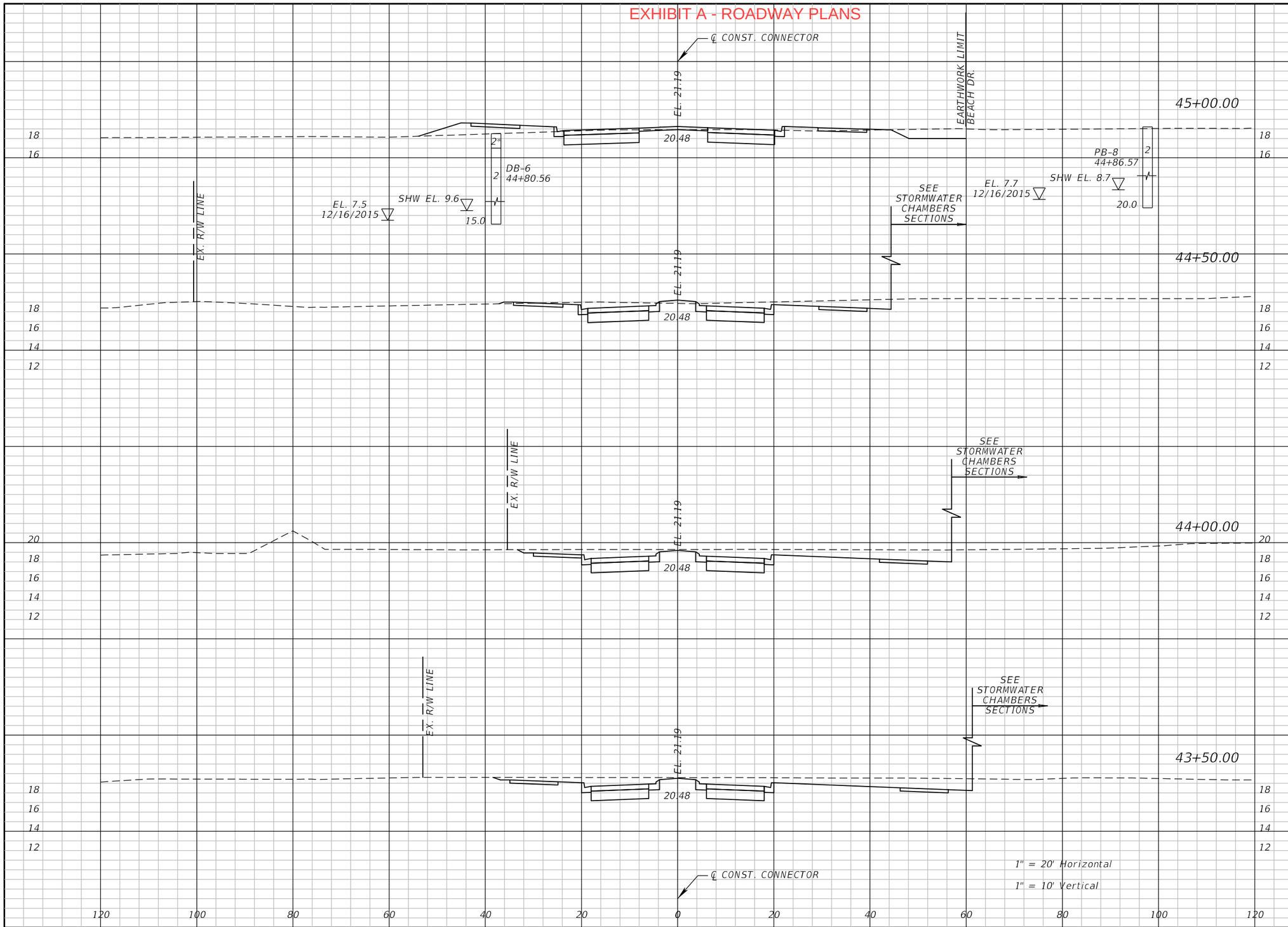
CITY OF DESTIN

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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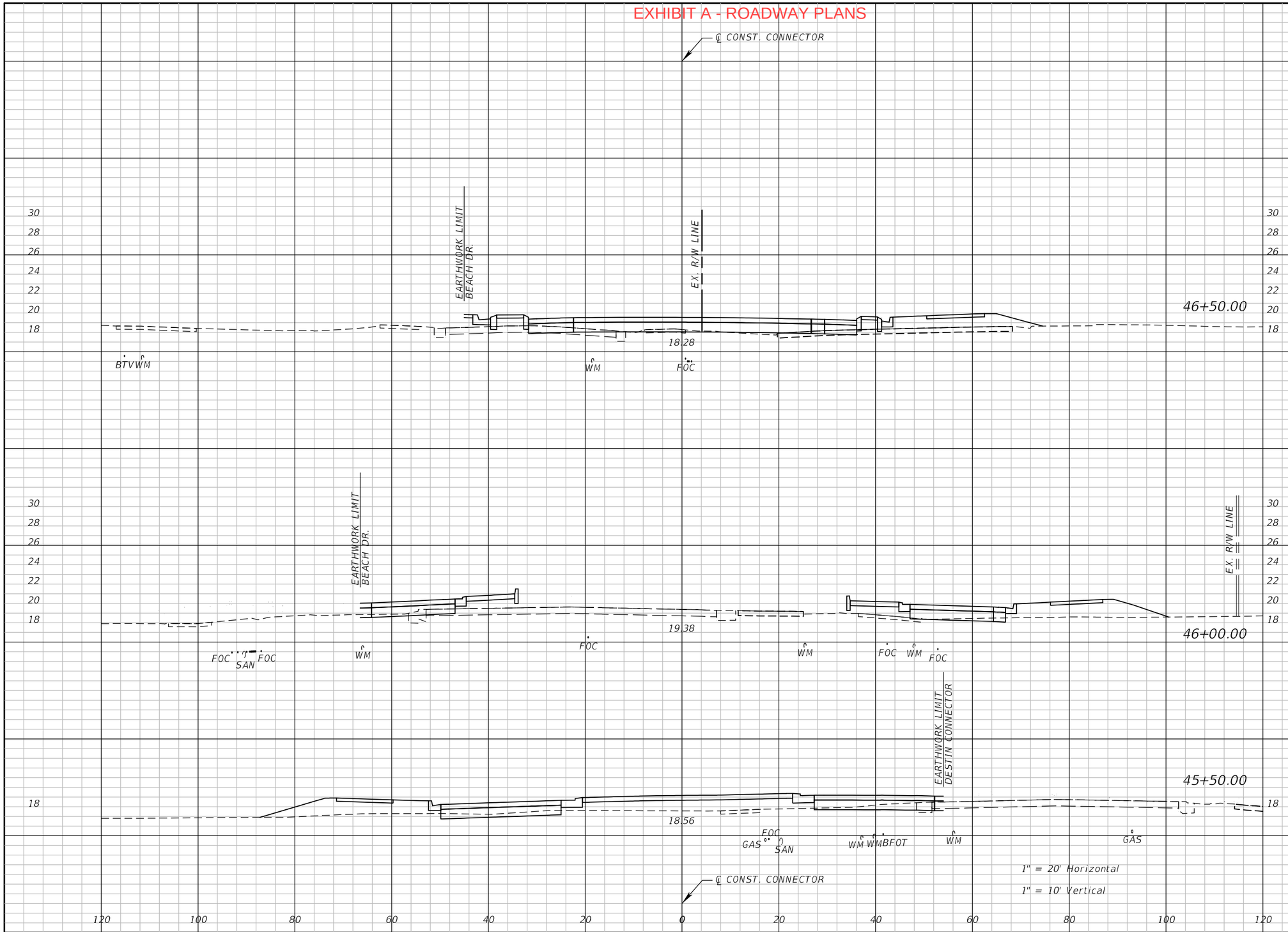
CROSS SECTIONS
DESTIN CONNECTOR

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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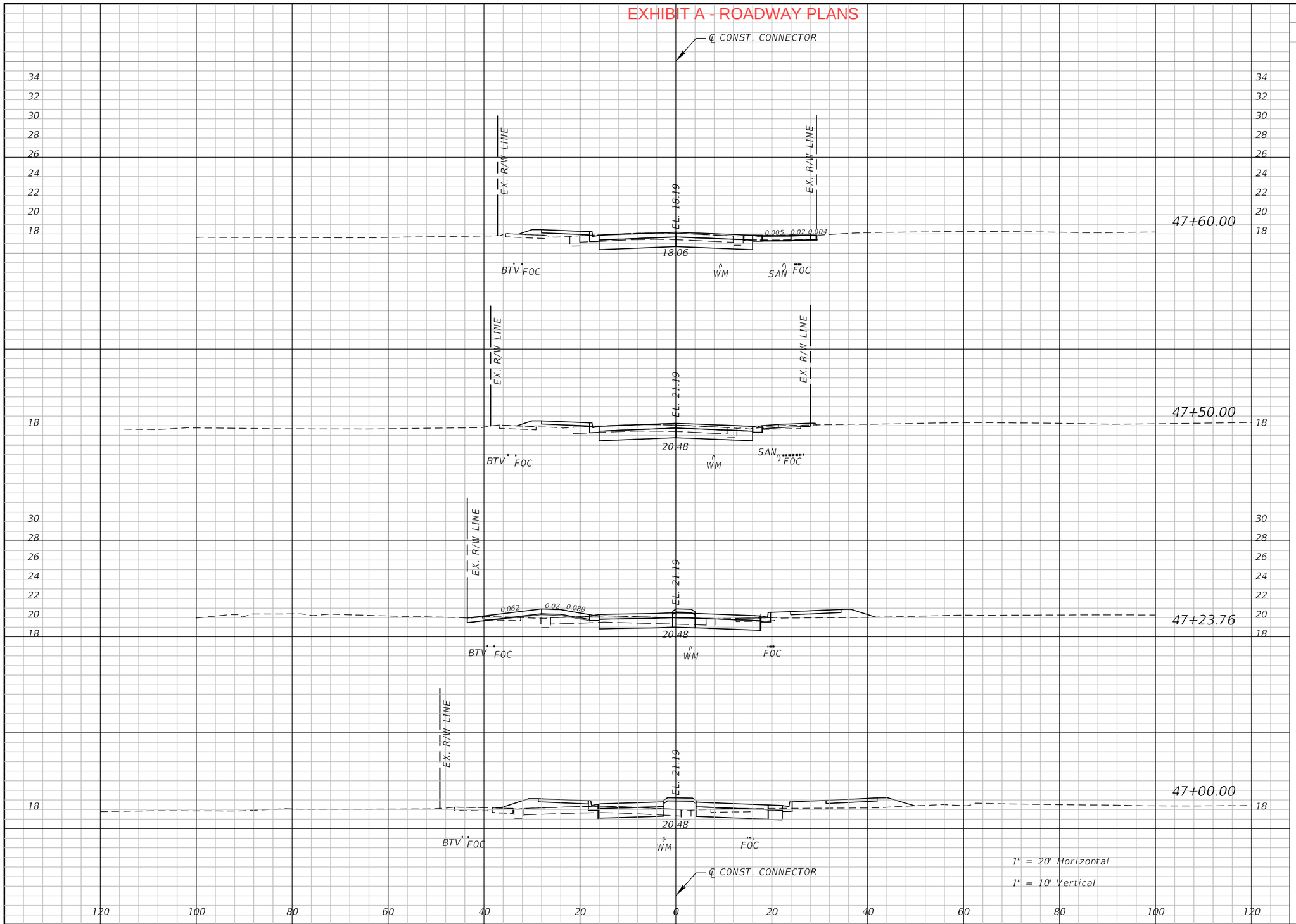
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

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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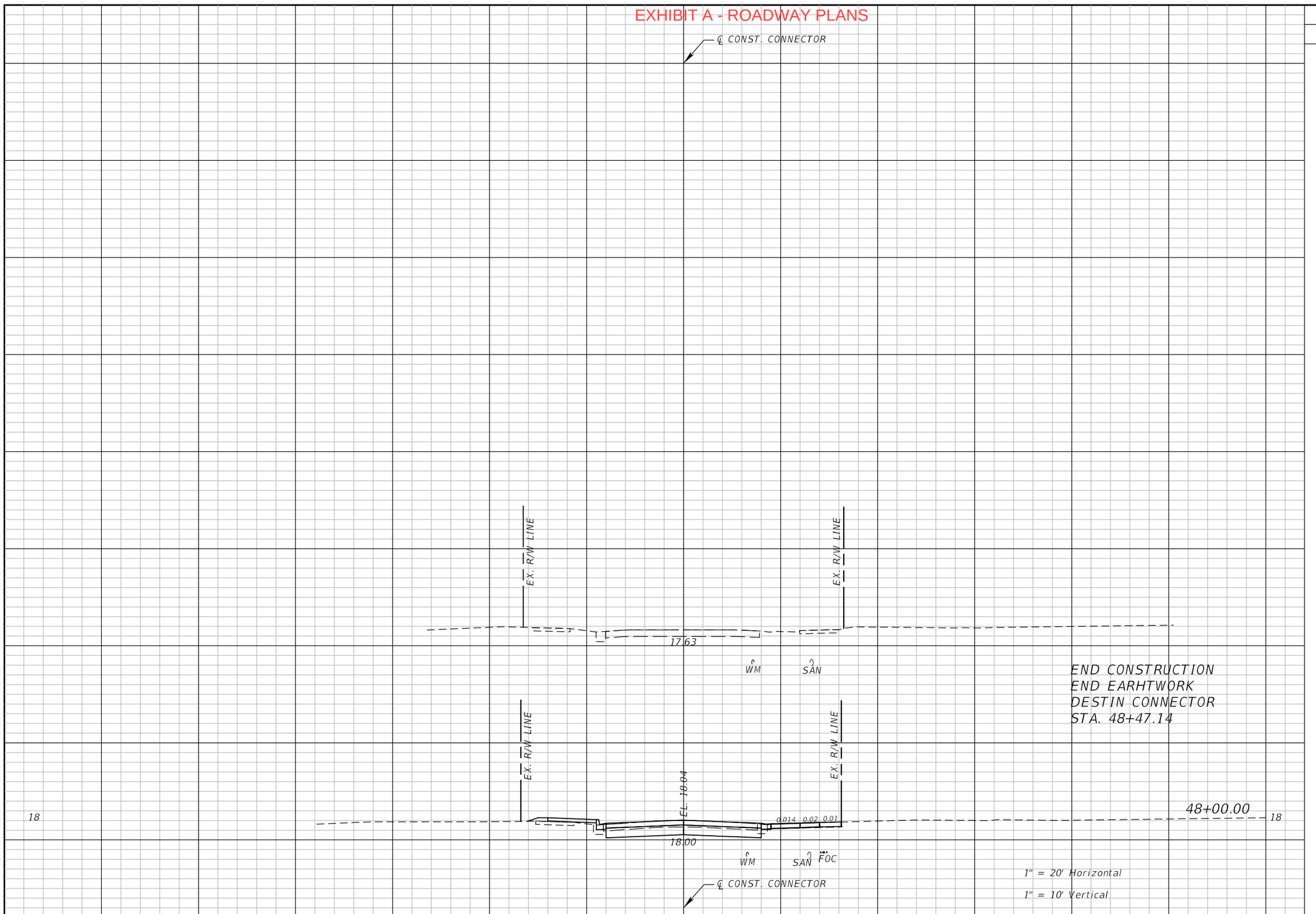
CITY OF DESTIN

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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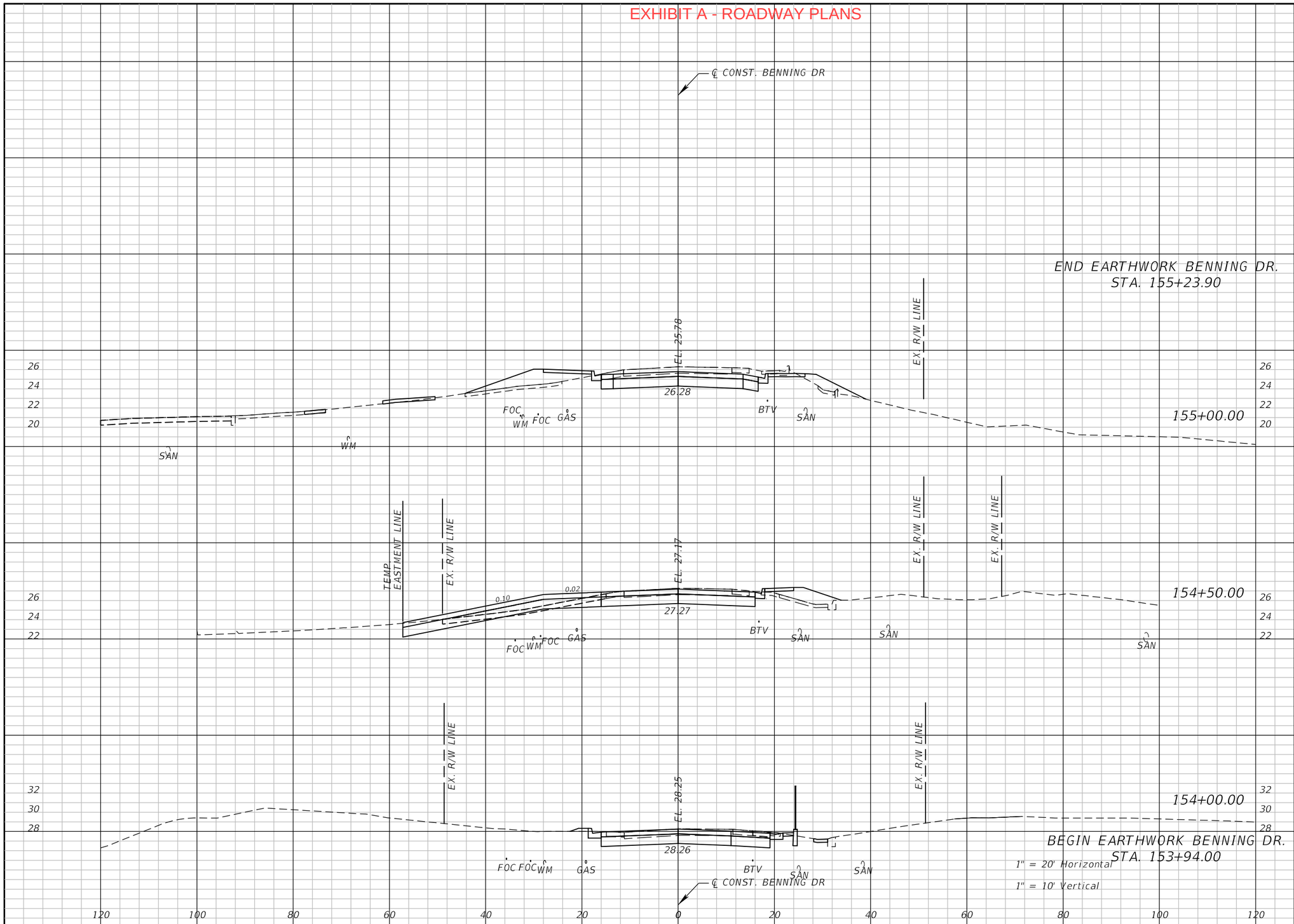
CITY OF DESTIN

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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P.E. LICENSE NUMBER 84352
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

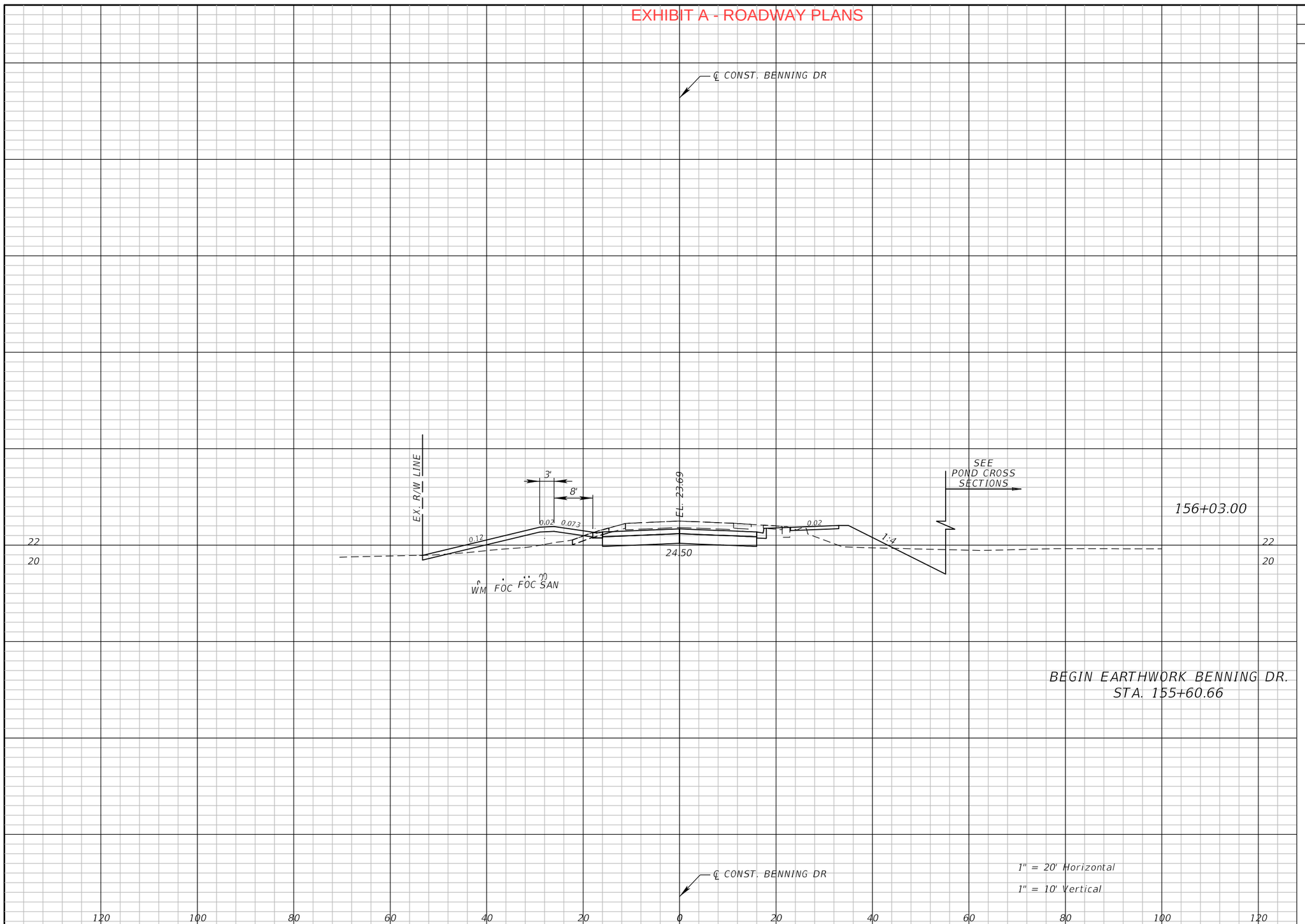
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS 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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REVISIONS			
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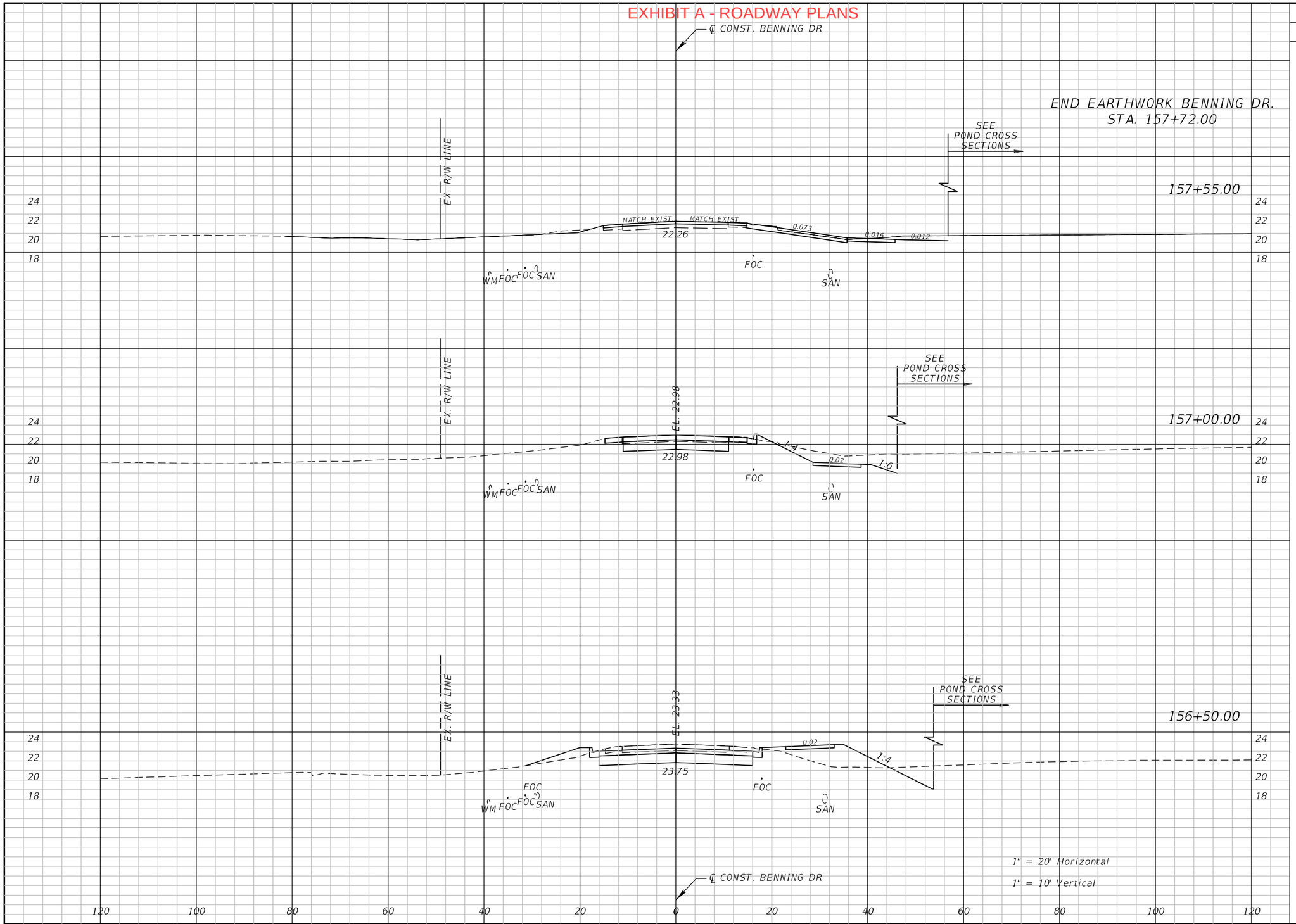
CITY OF DESTIN

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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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

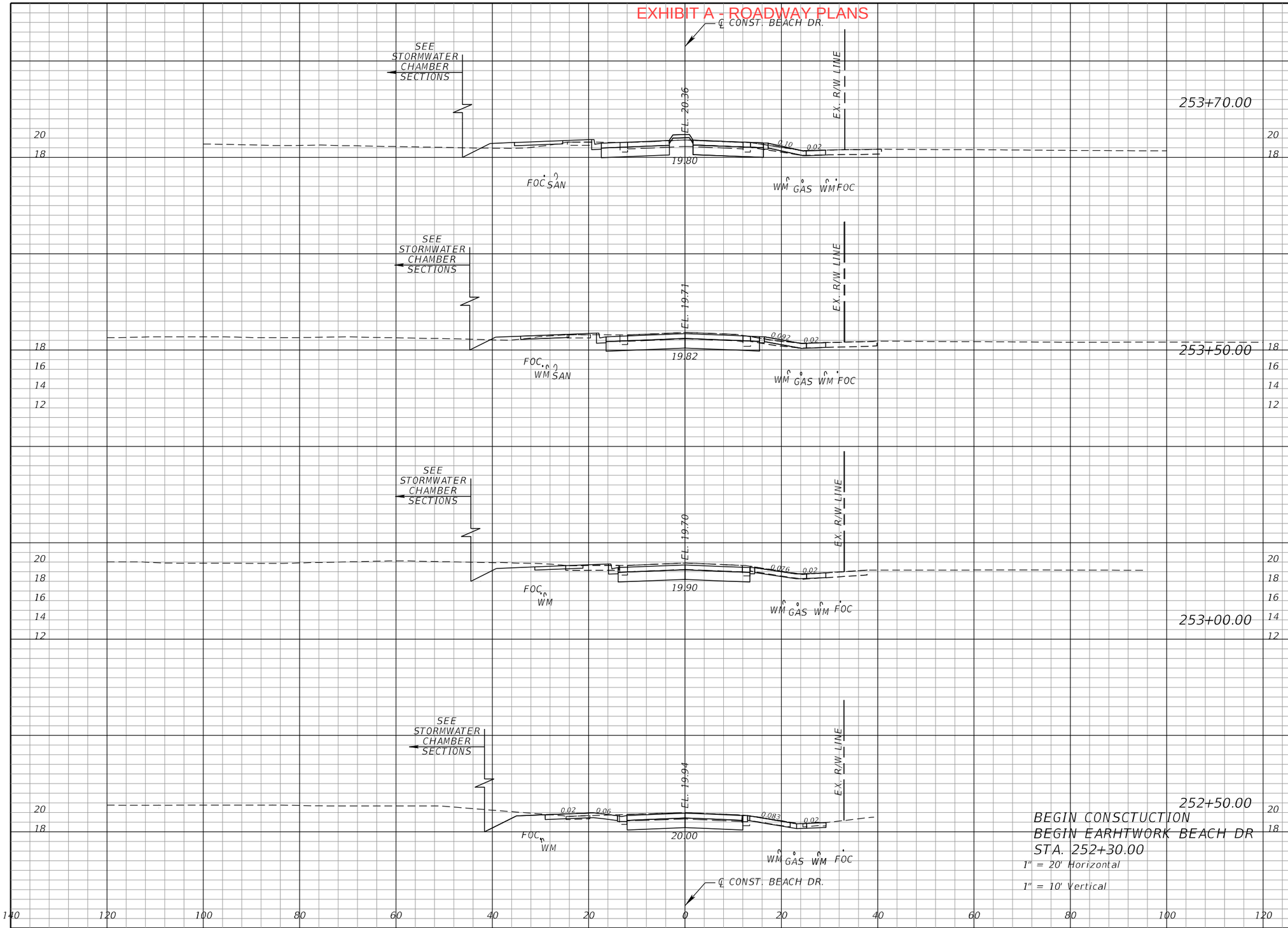
CITY OF DESTIN

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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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

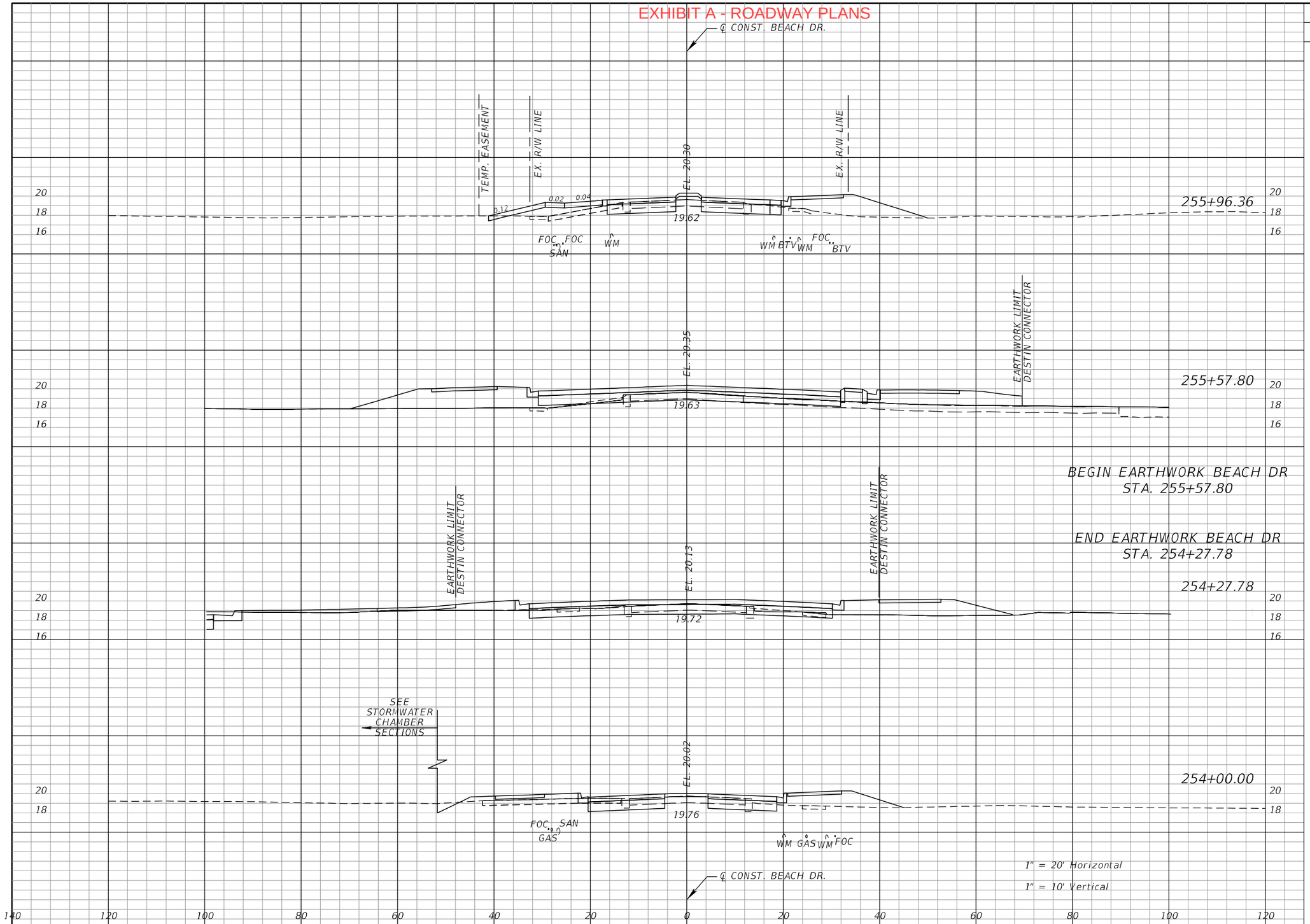
CITY OF DESTIN

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

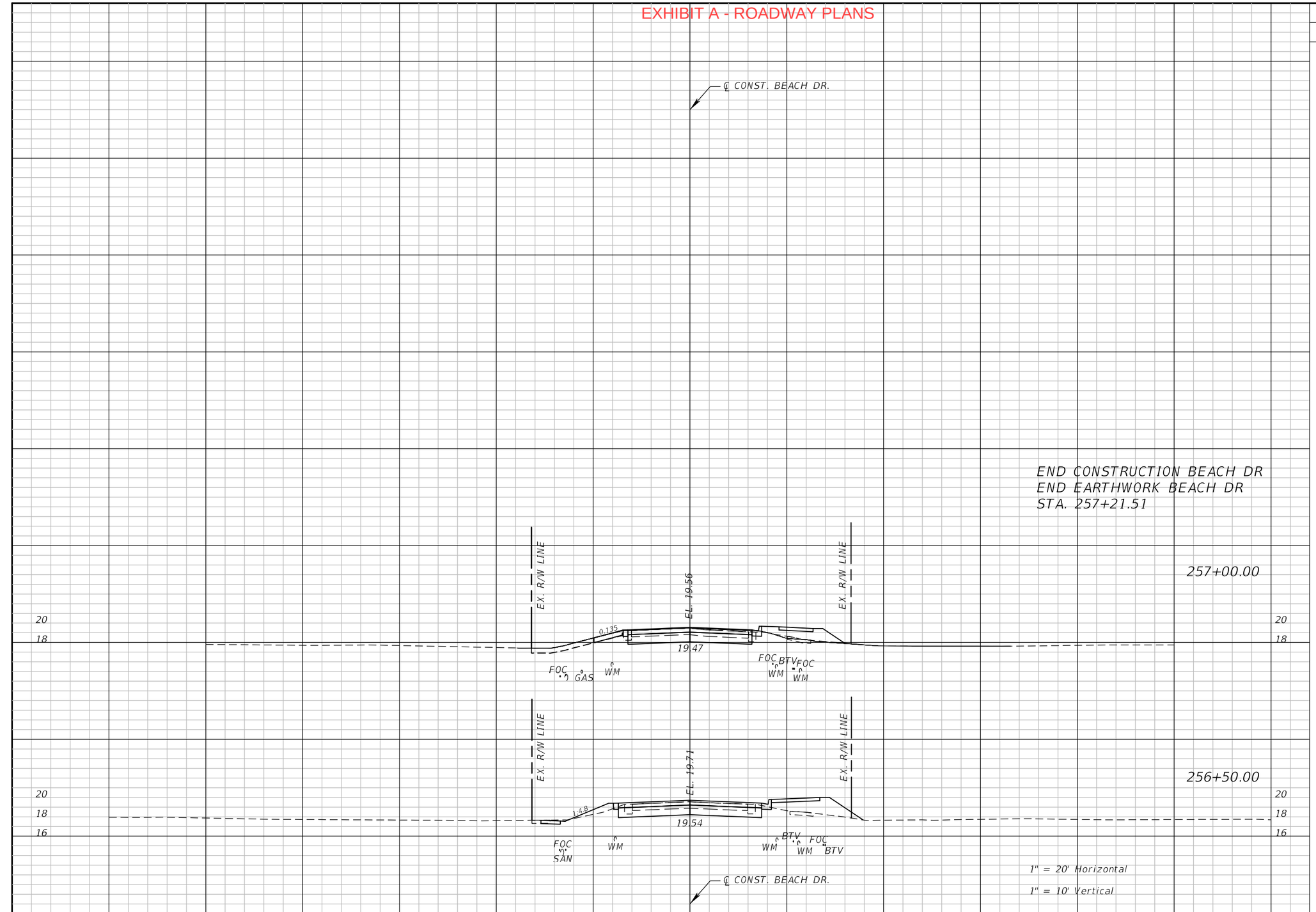
CITY OF DESTIN

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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ORLANDO, FL 32810

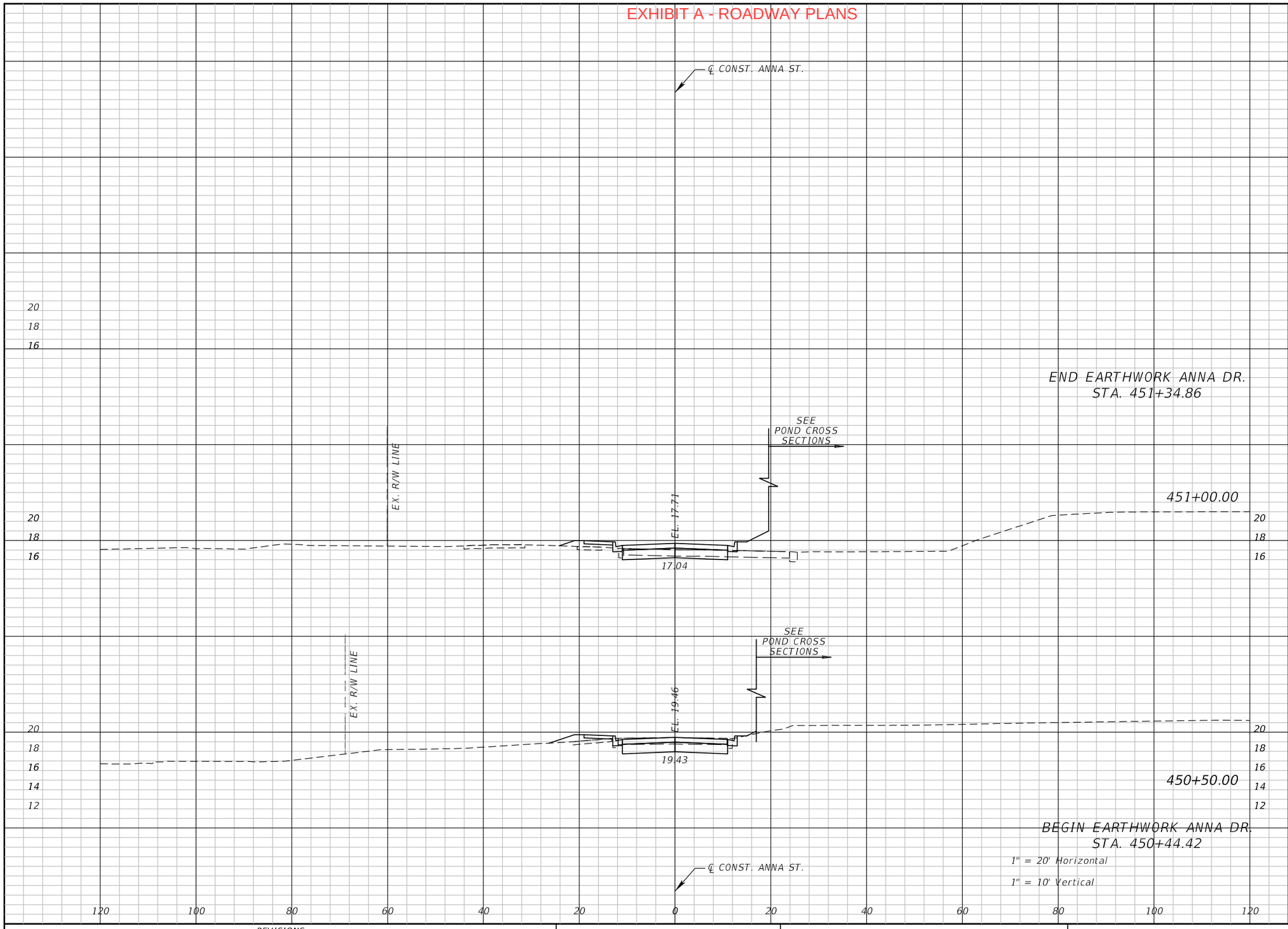
CITY OF DESTIN

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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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

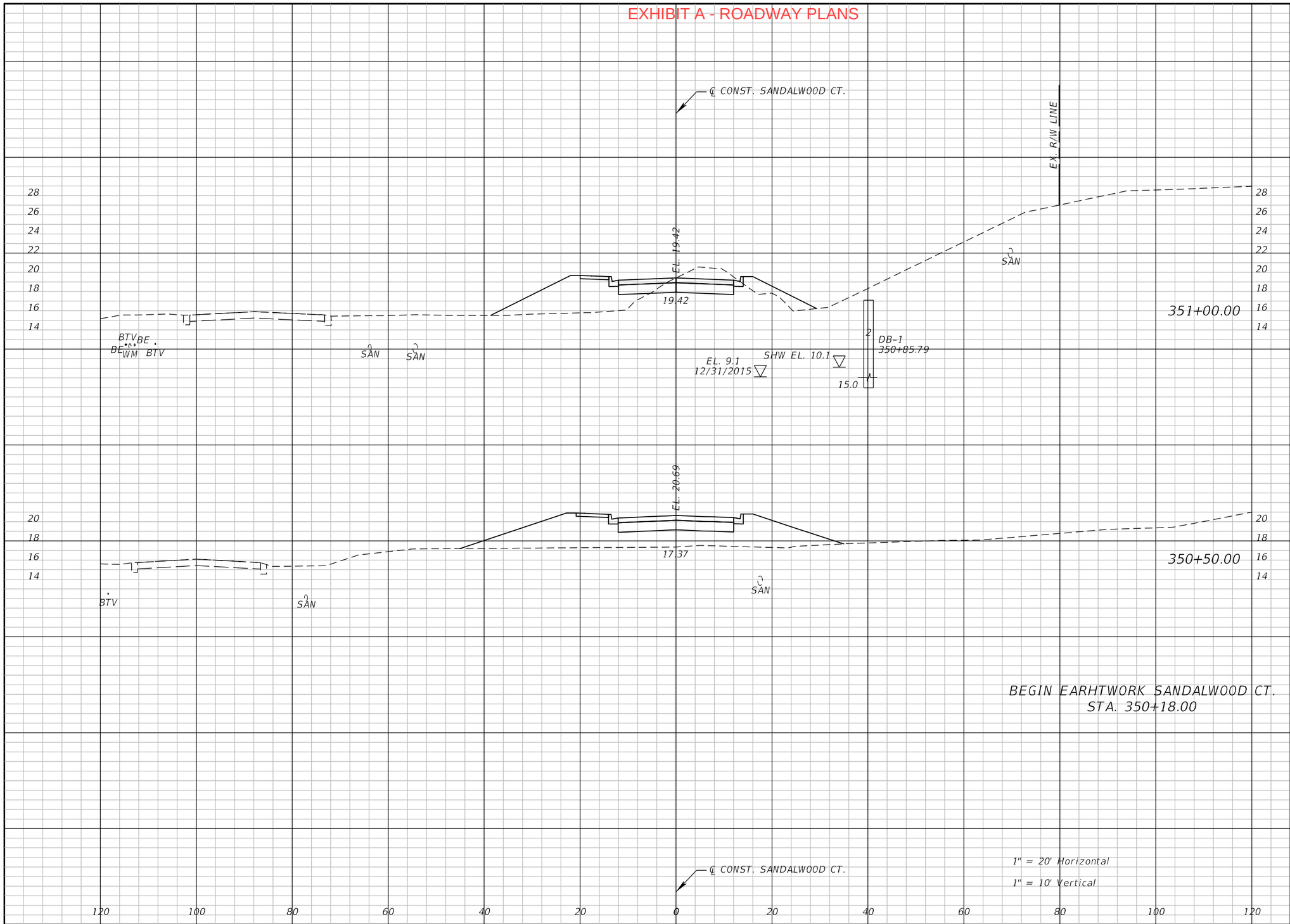
CITY OF DESTIN

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

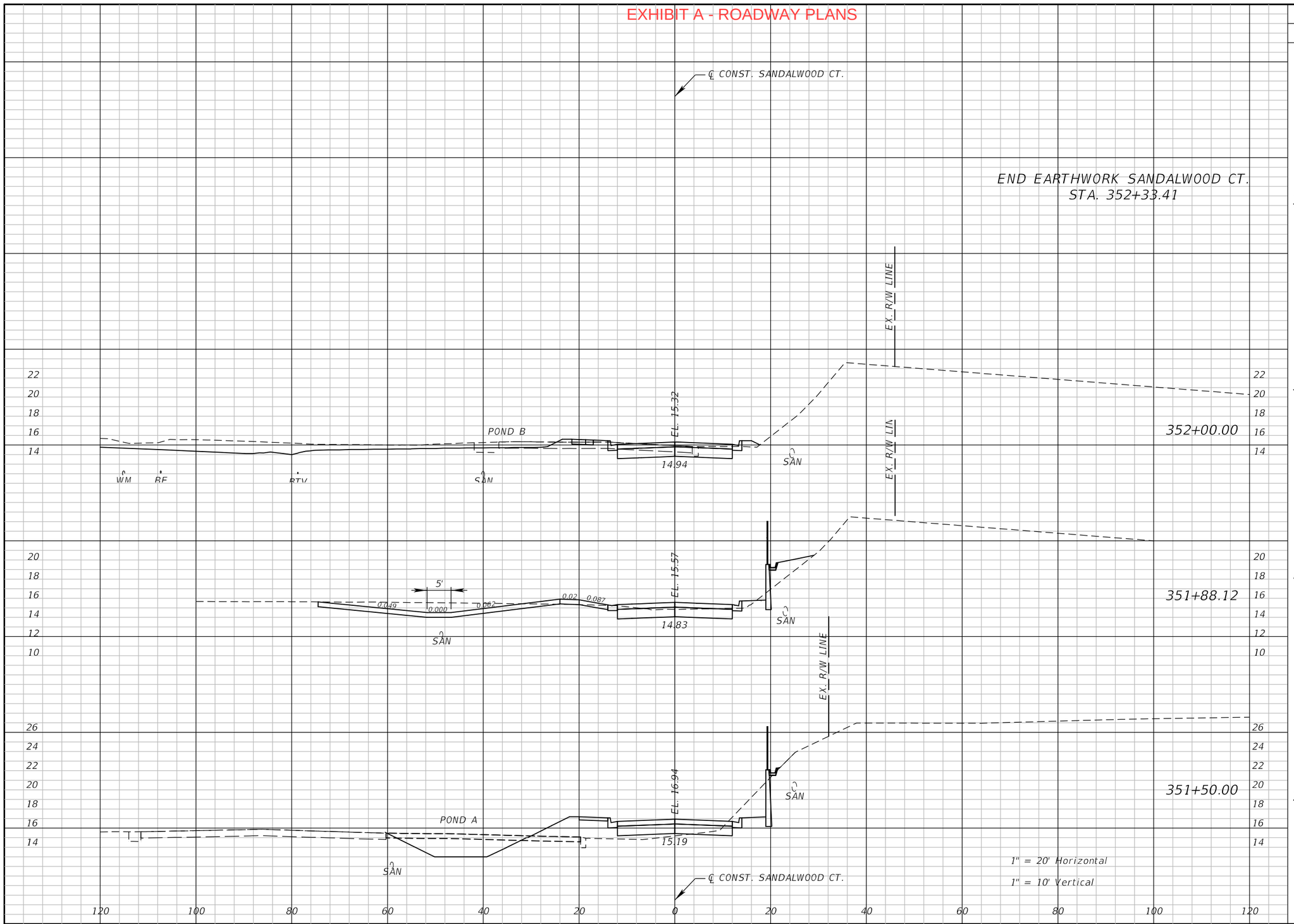
CITY OF DESTIN

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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ORLANDO, FL 32810

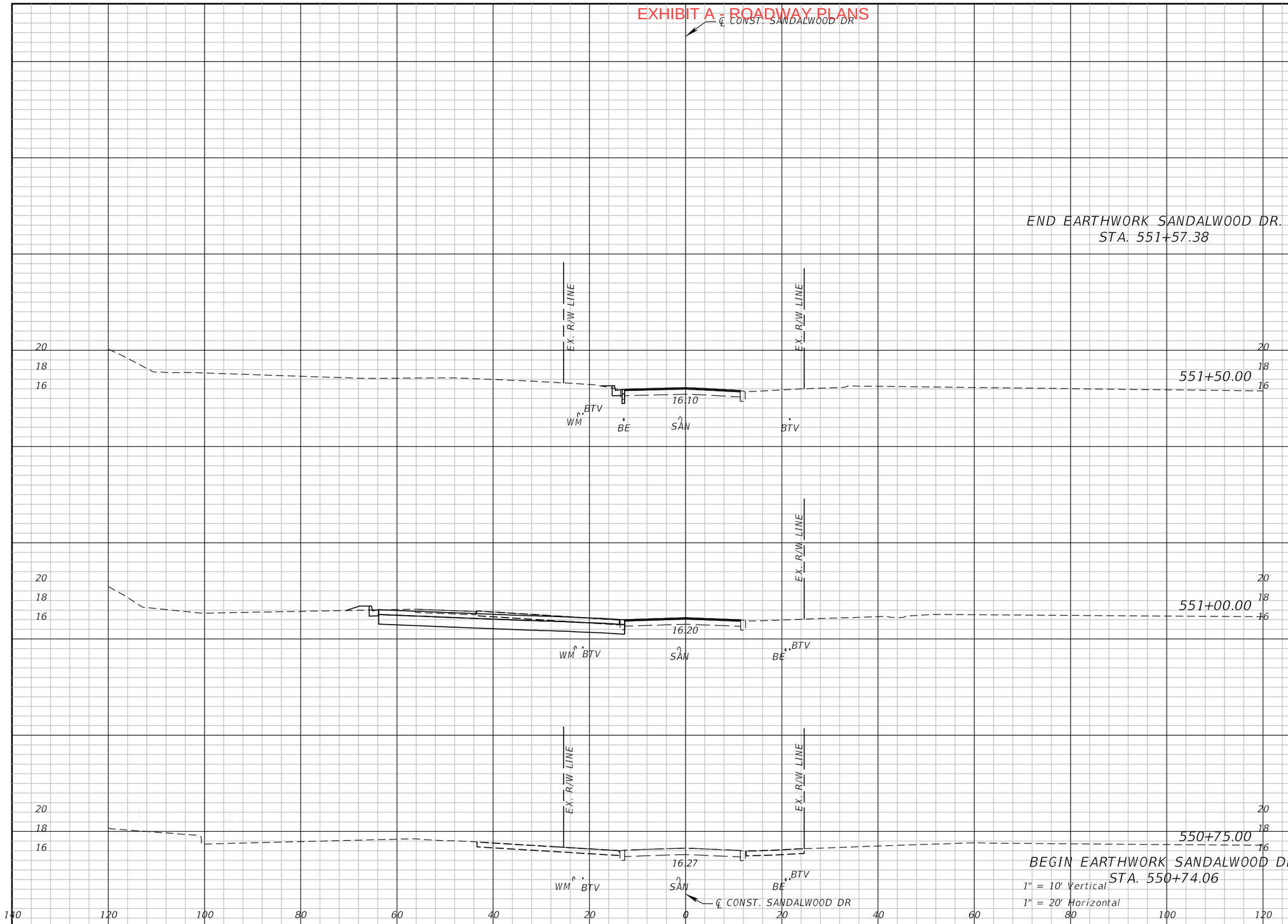
CITY OF DESTIN

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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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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ORLANDO, FL 32810

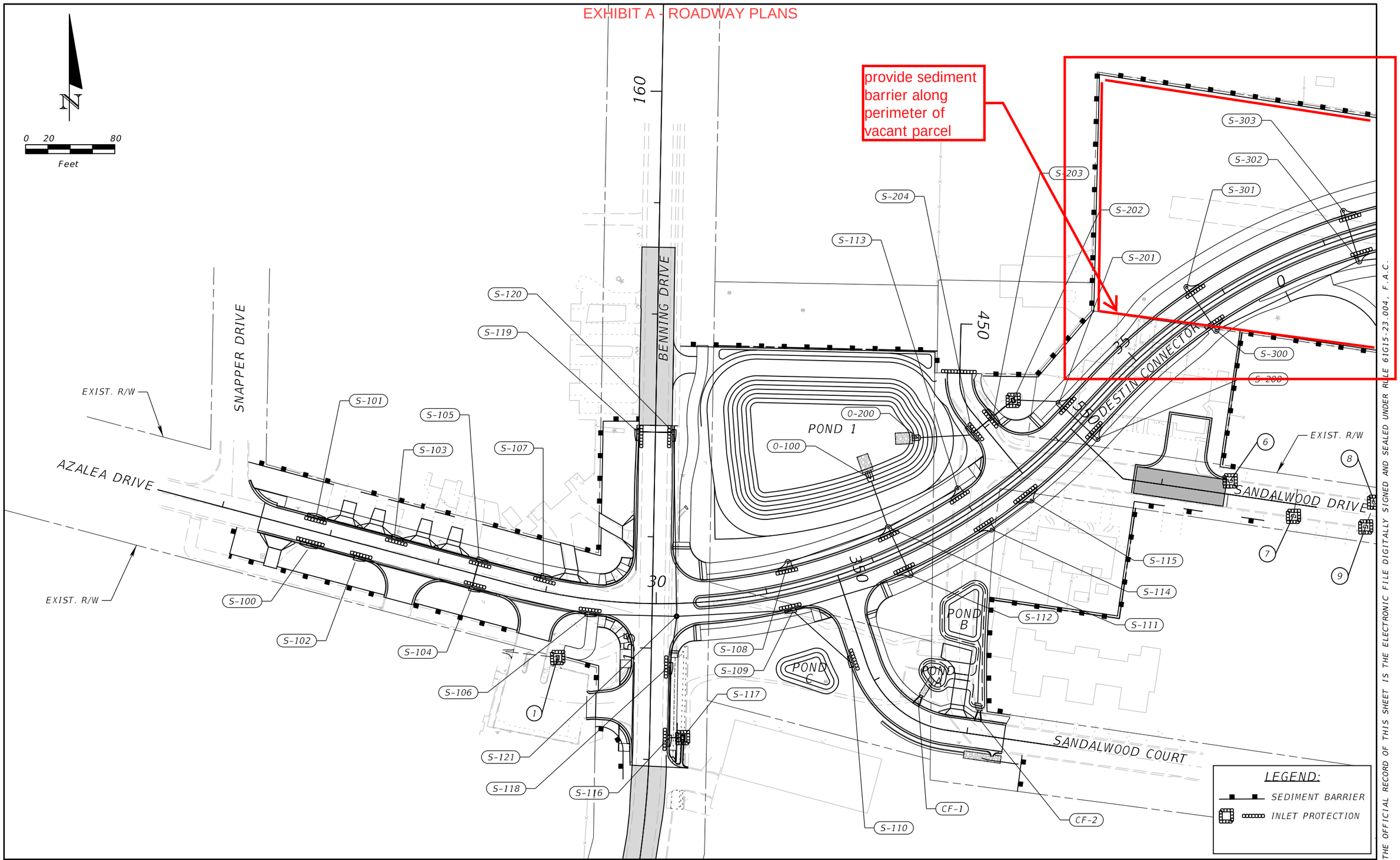
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO. 94

EXHIBIT A - ROADWAY PLANS



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CITY OF DESTIN

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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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

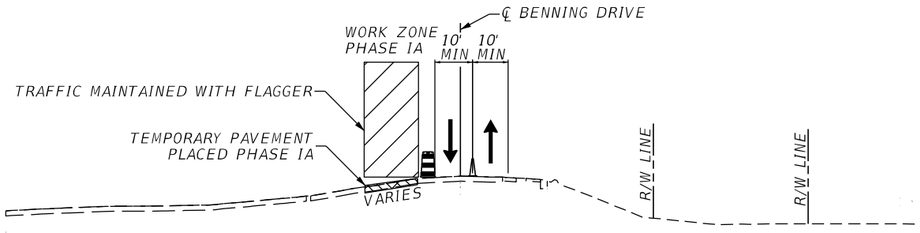
TEMPORARY TRAFFIC CONTROL PLANS

SHEET NO. 97

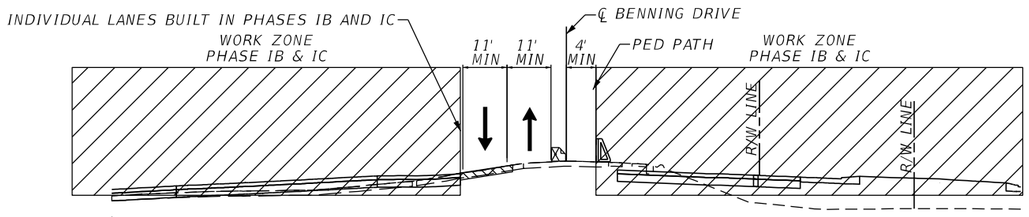
EXHIBIT A - ROADWAY PLANS

CONSTRUCTION PHASING NOTES:

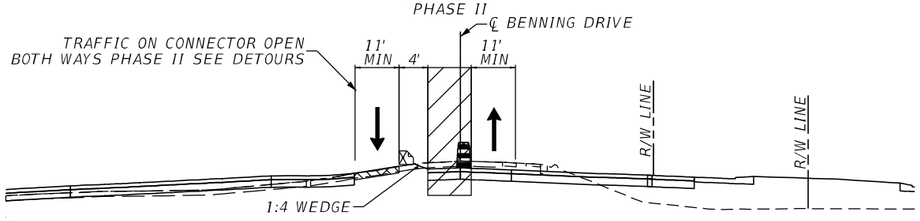
BENNING DRIVE PHASE IA



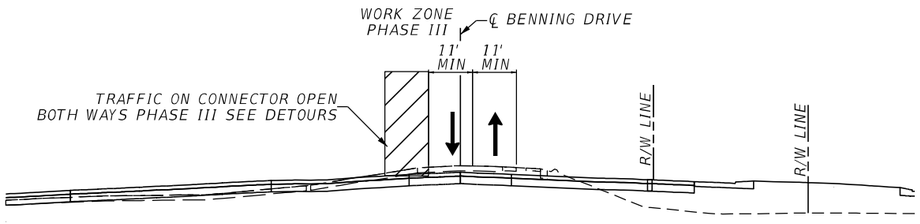
BENNING DRIVE PHASE IB & IC



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

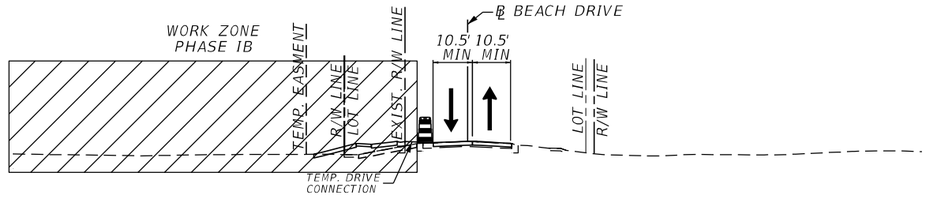
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 98

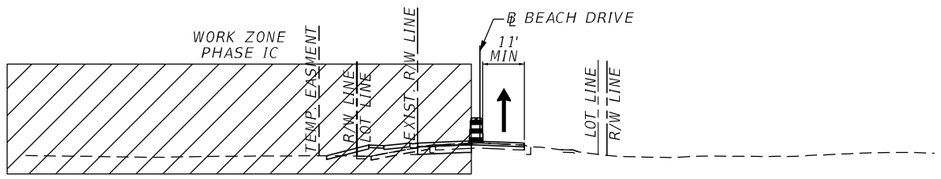
EXHIBIT A - ROADWAY PLANS

CONSTRUCTION PHASING NOTES:

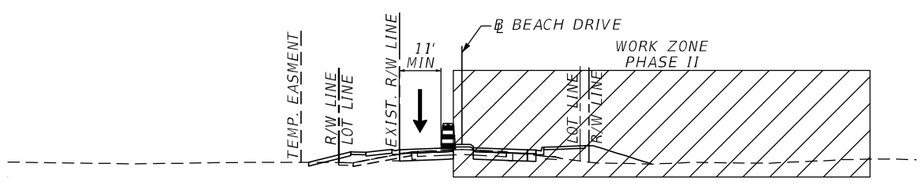
BEACH DRIVE PHASE IB



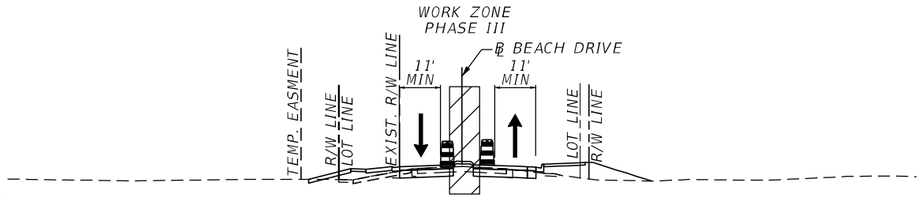
BEACH DRIVE PHASE IC



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

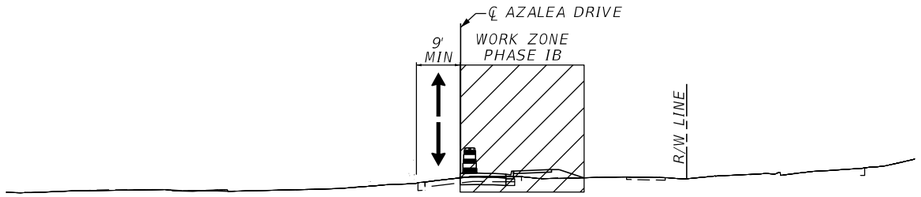
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 99

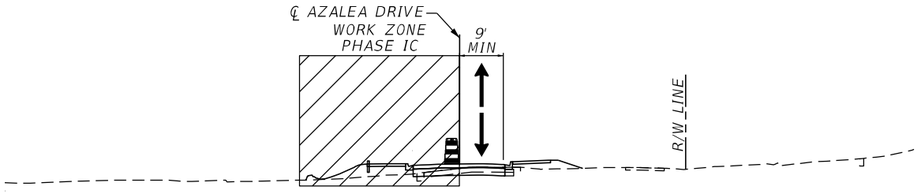
EXHIBIT A - ROADWAY PLANS

CONSTRUCTION PHASING NOTES:

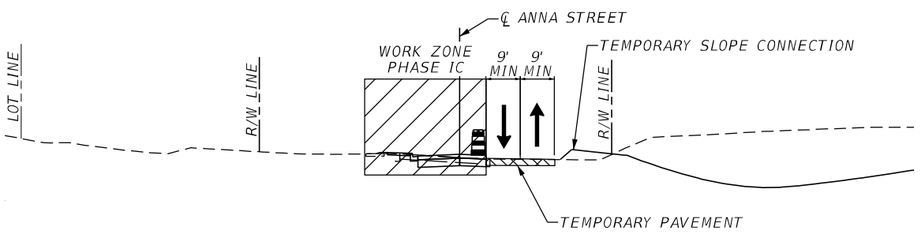
AZALEA DRIVE (DESTIN CONNECTOR) PHASE IB



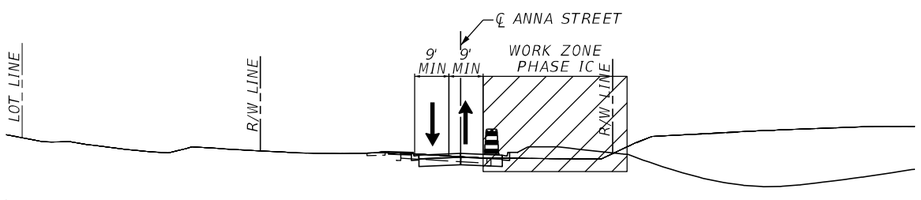
AZALEA DRIVE (DESTIN CONNECTOR) PHASE IC



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

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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

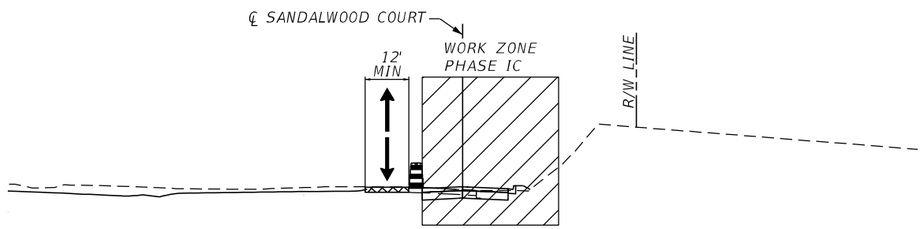
TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 100

EXHIBIT A - ROADWAY PLANS

CONSTRUCTION PHASING NOTES:

SANDALWOOD COURT PHASE IC



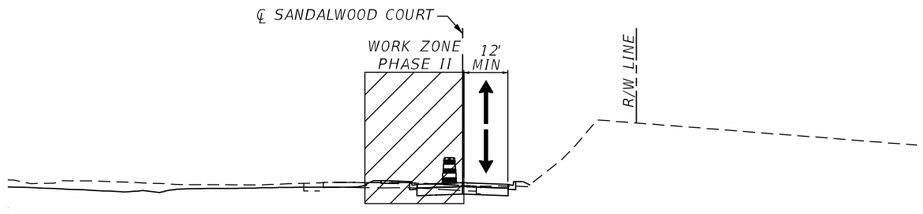
SANDALWOOD COURT PHASE IB

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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DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
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ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

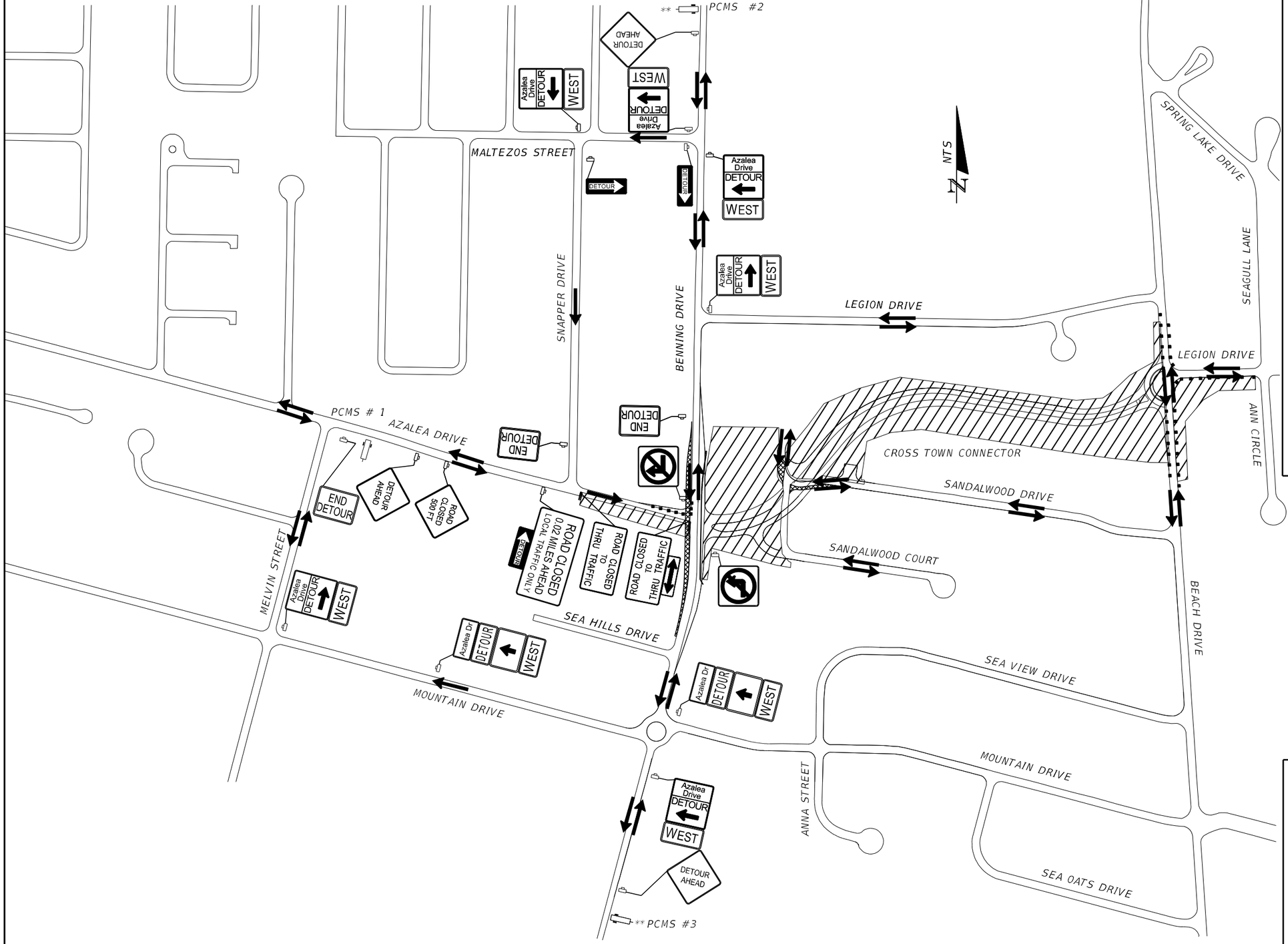
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

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

EDWIN RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

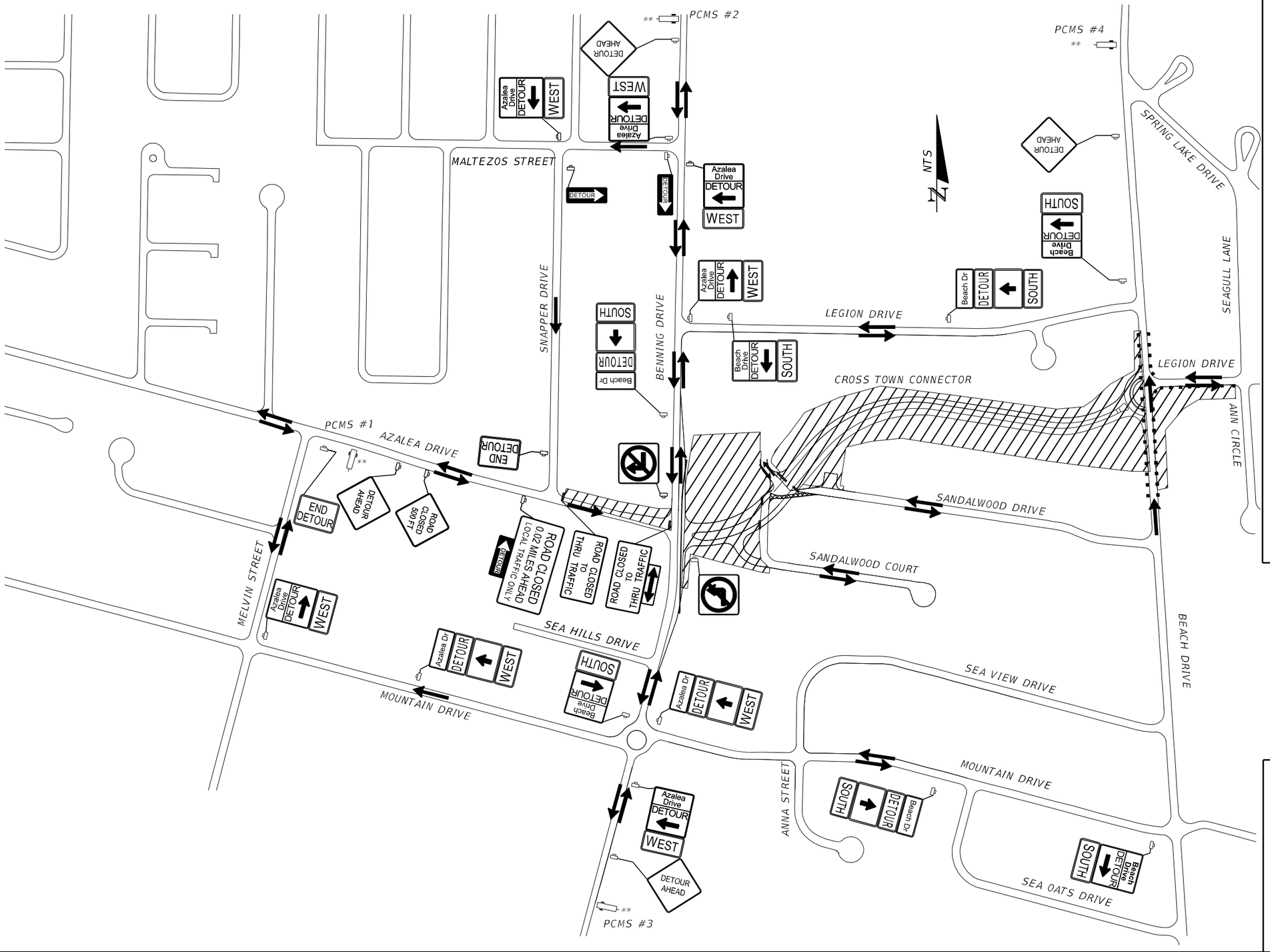
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 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

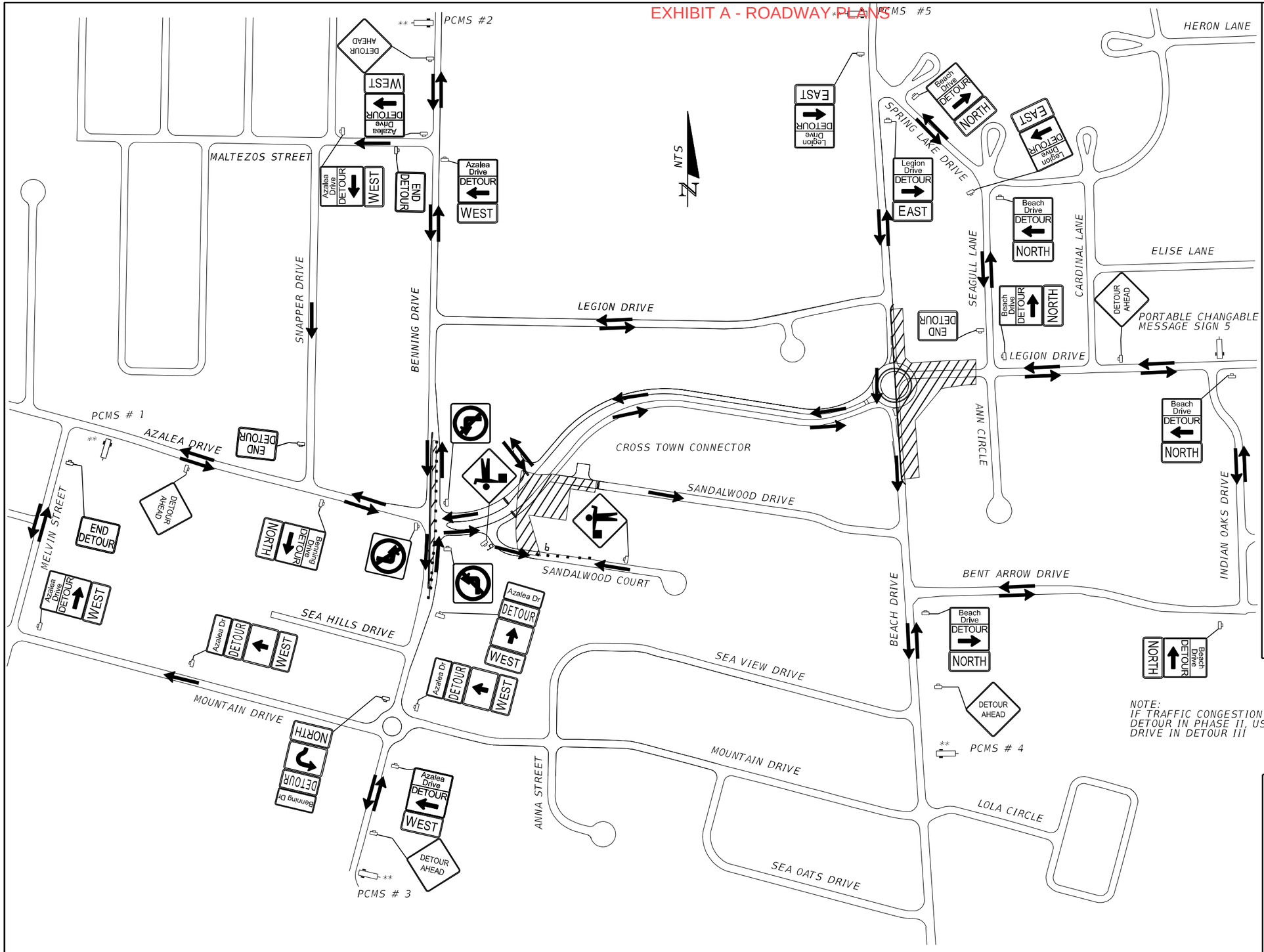
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

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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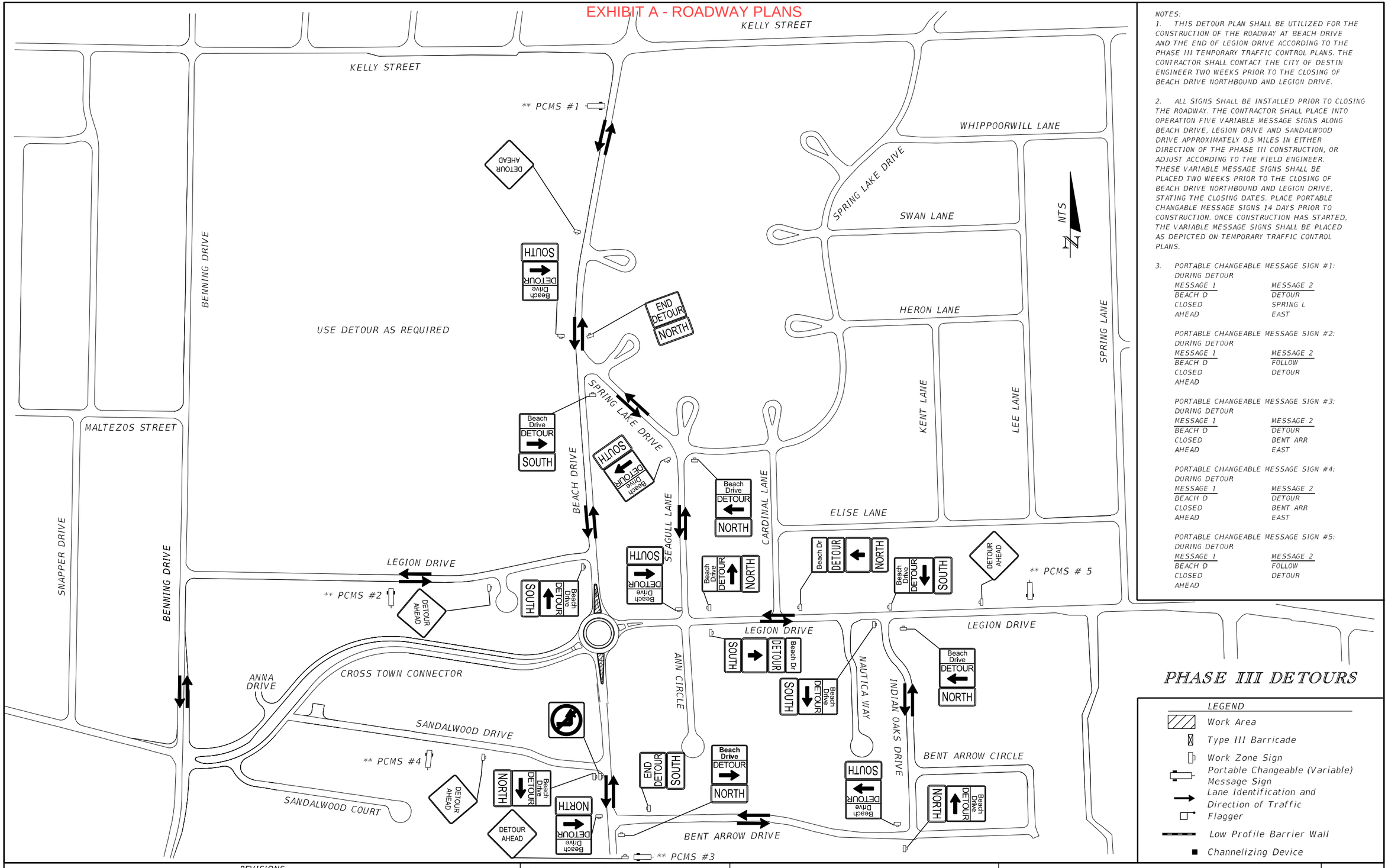
EXHIBIT A - ROADWAY PLANS



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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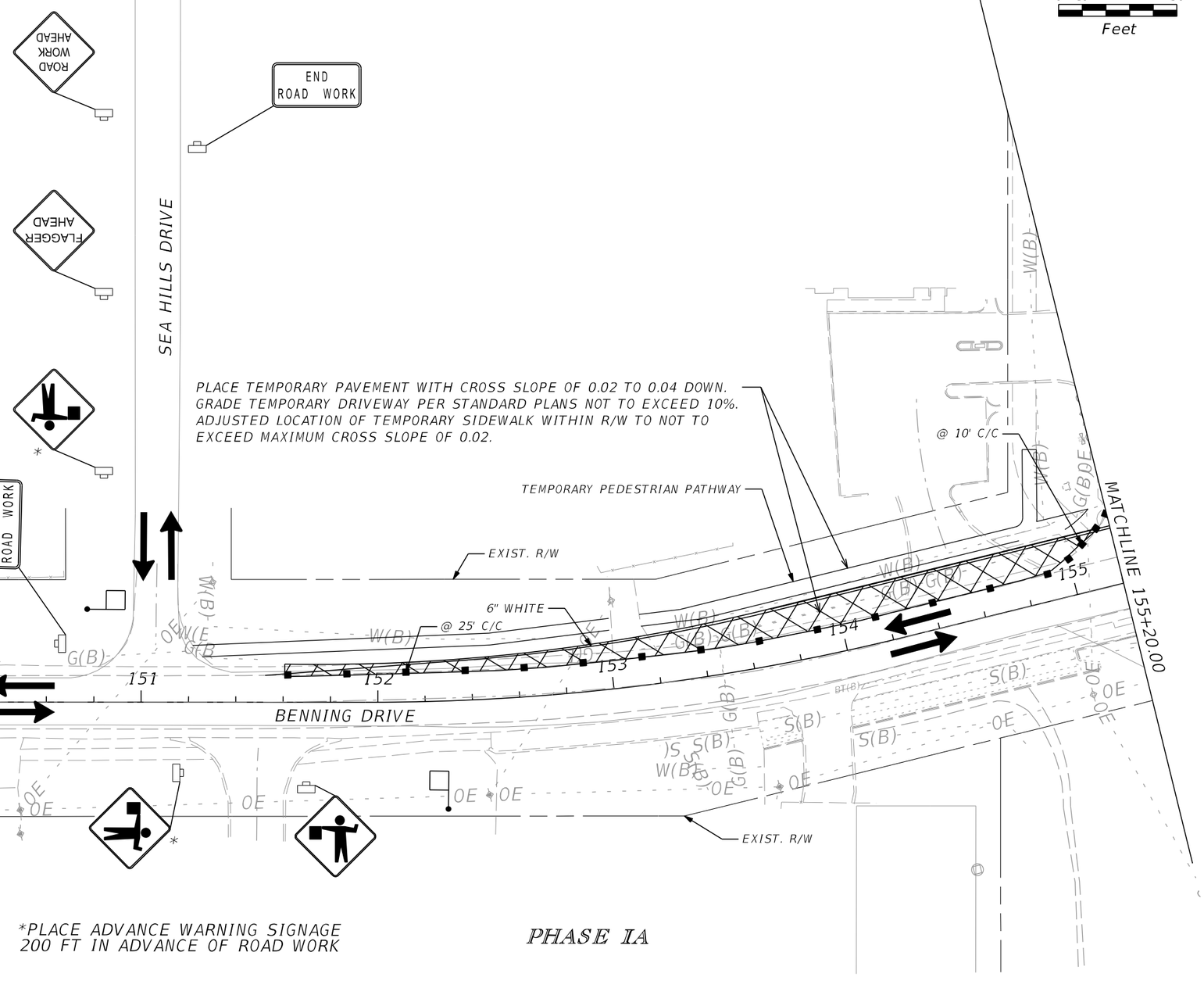
EXHIBIT A - ROADWAY PLANS

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		

RAMO6916 5/5/2025 11:16:51 AM Default c:\pw_work\atknaf101\ramo6916\dms76945\TCPLRDIA01.dgn

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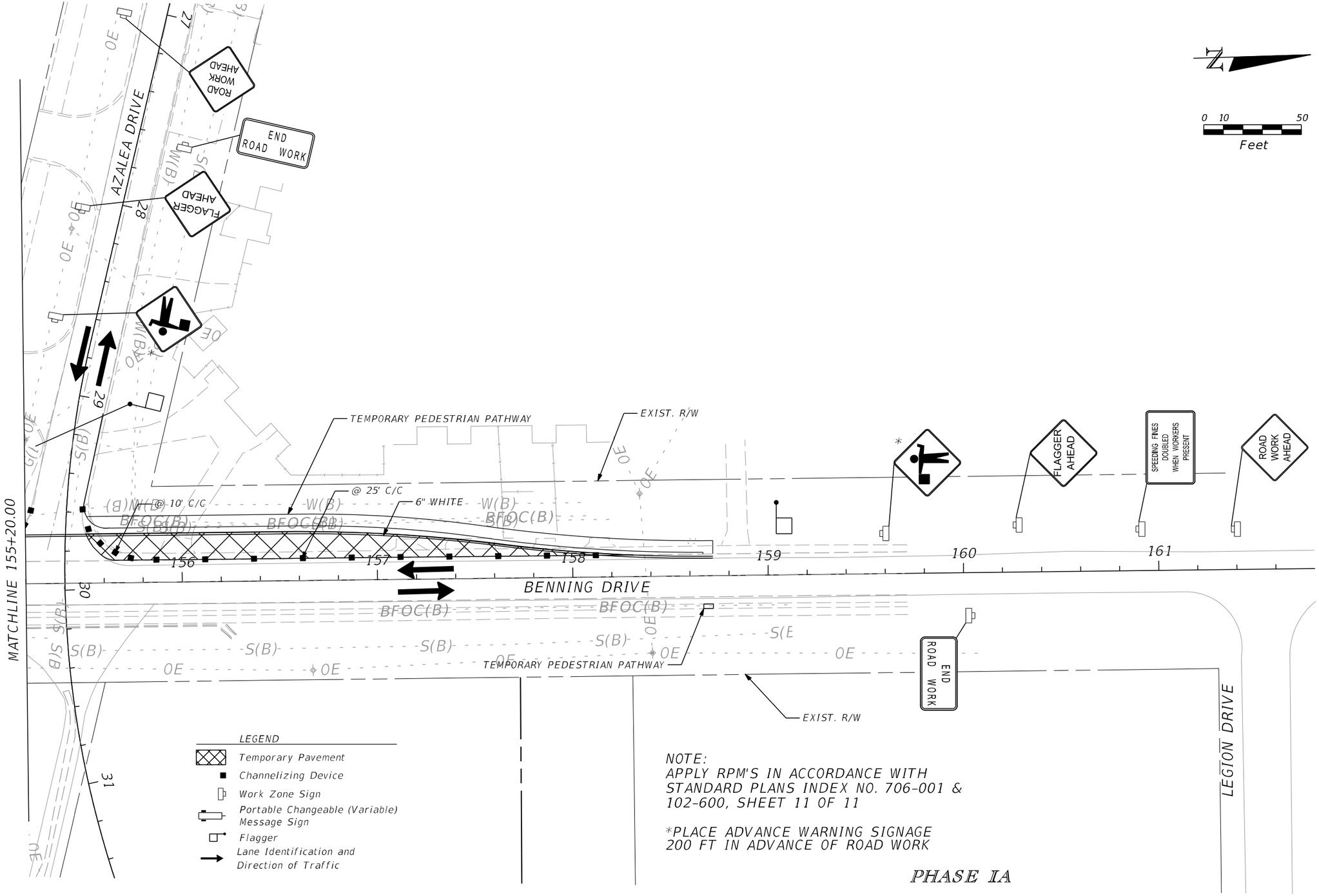
EXHIBIT A - ROADWAY PLANS



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

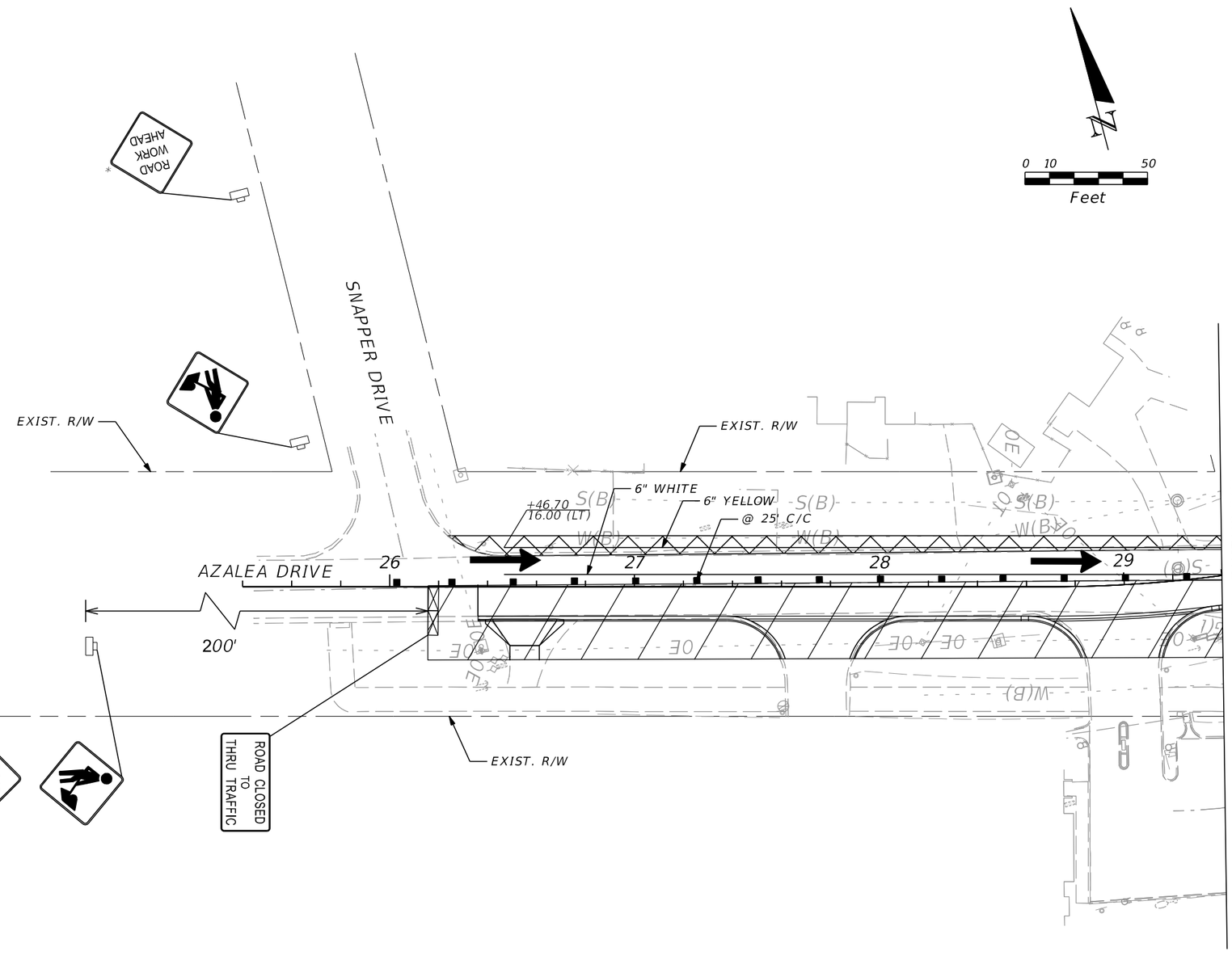
CITY OF DESTIN

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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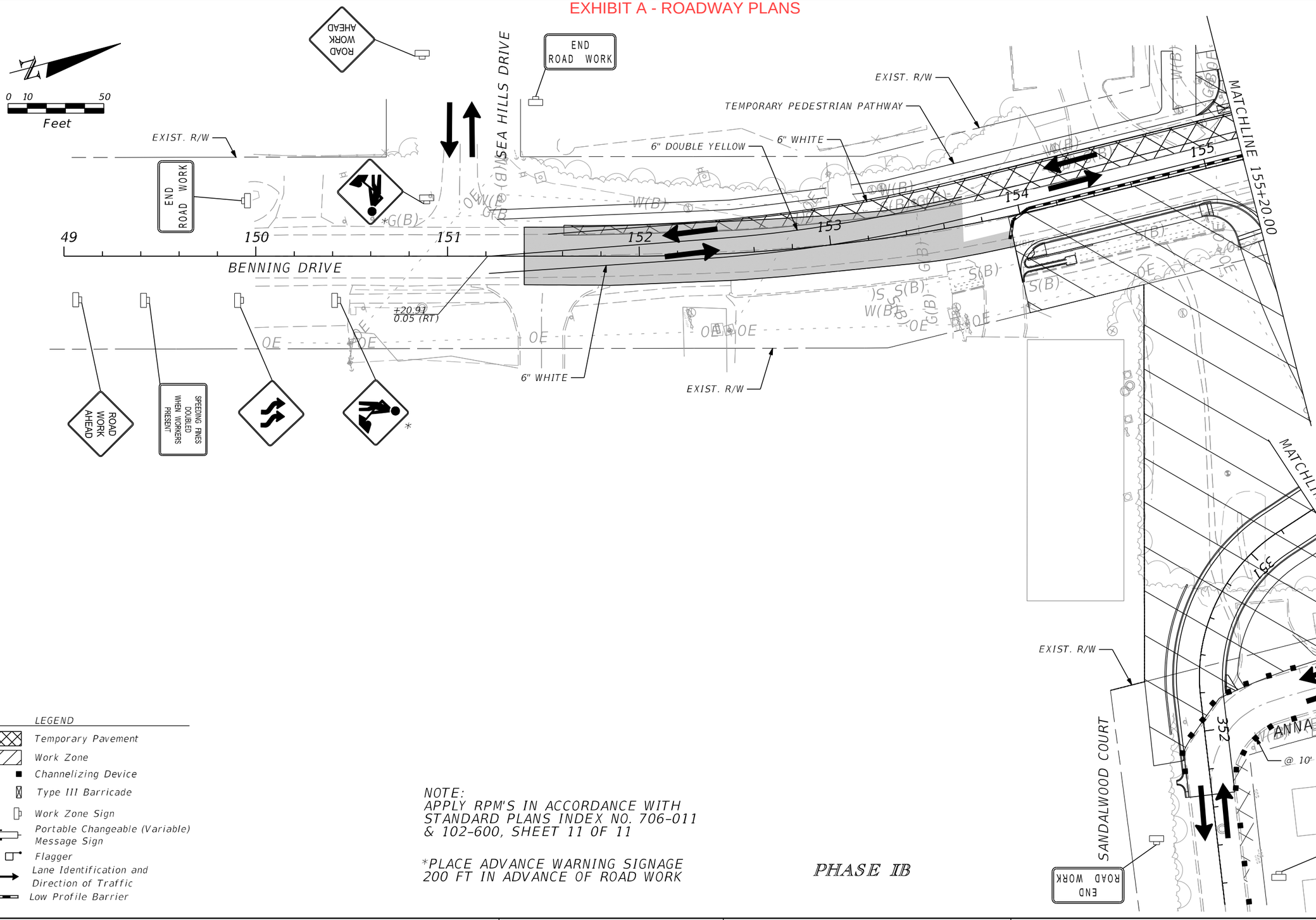
EXHIBIT A - ROADWAY PLANS



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.
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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. 109

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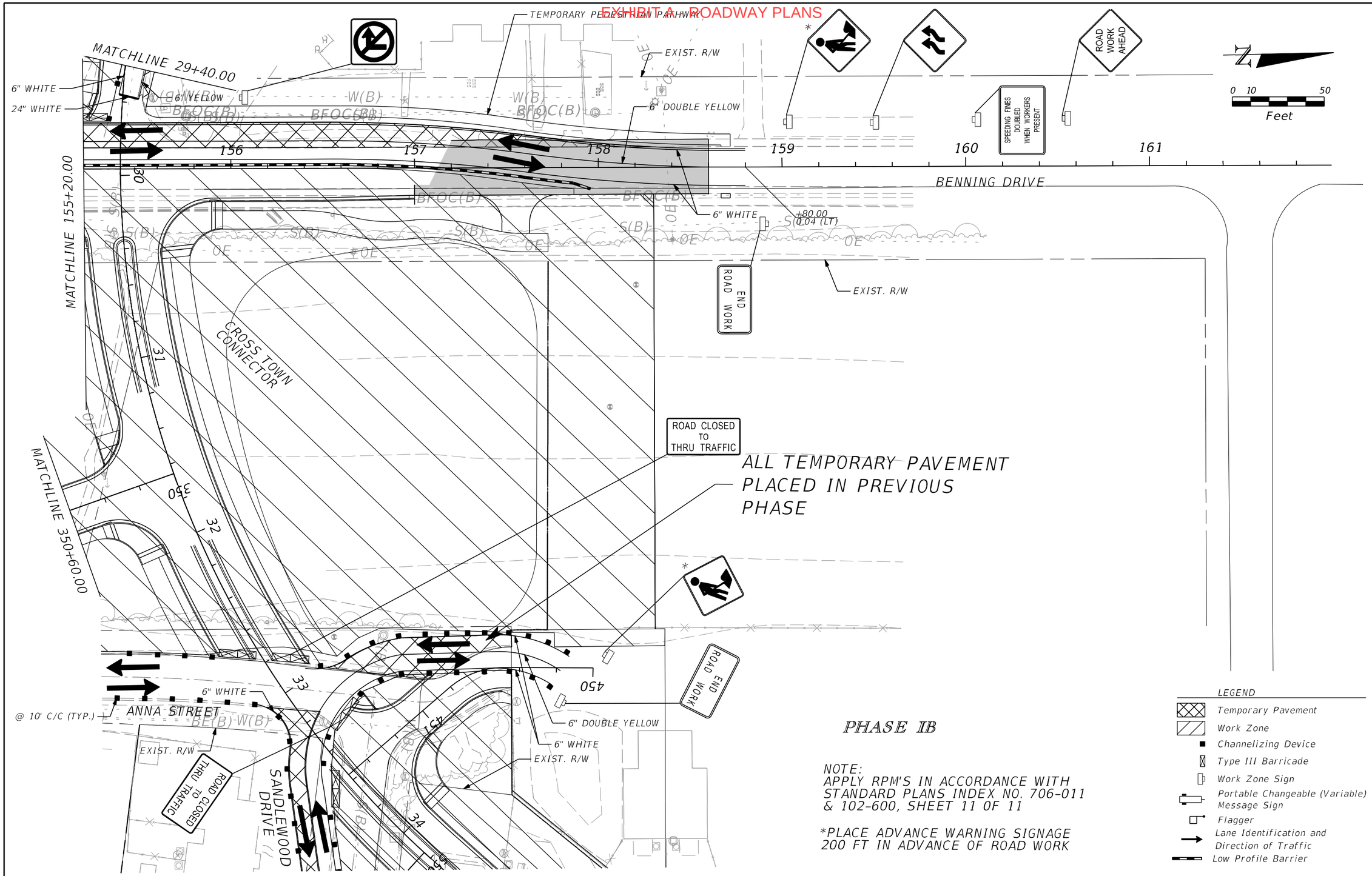
EXHIBIT A - ROADWAY PLANS



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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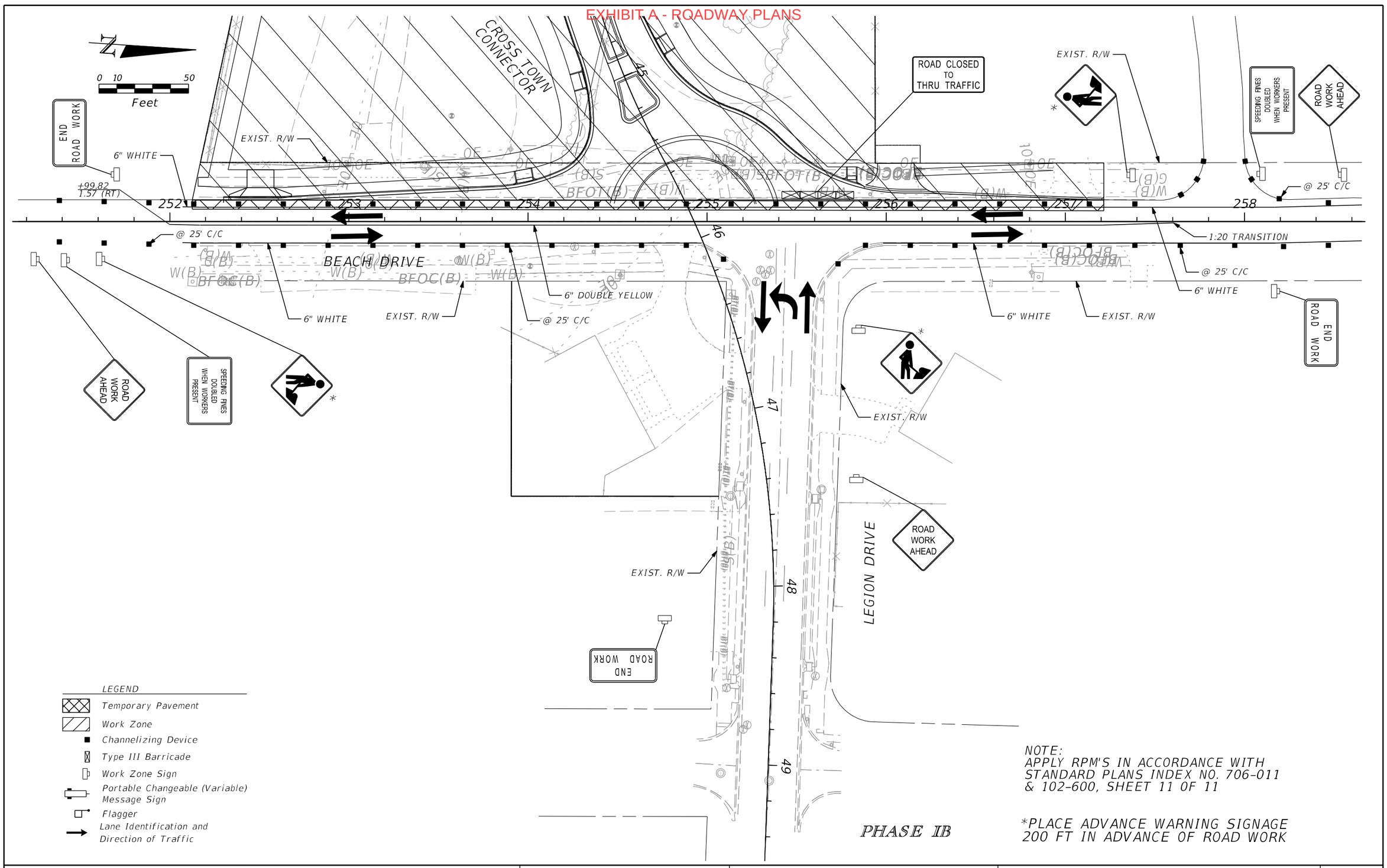
EXHIBIT A - ROADWAY PLANS



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.
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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. 111

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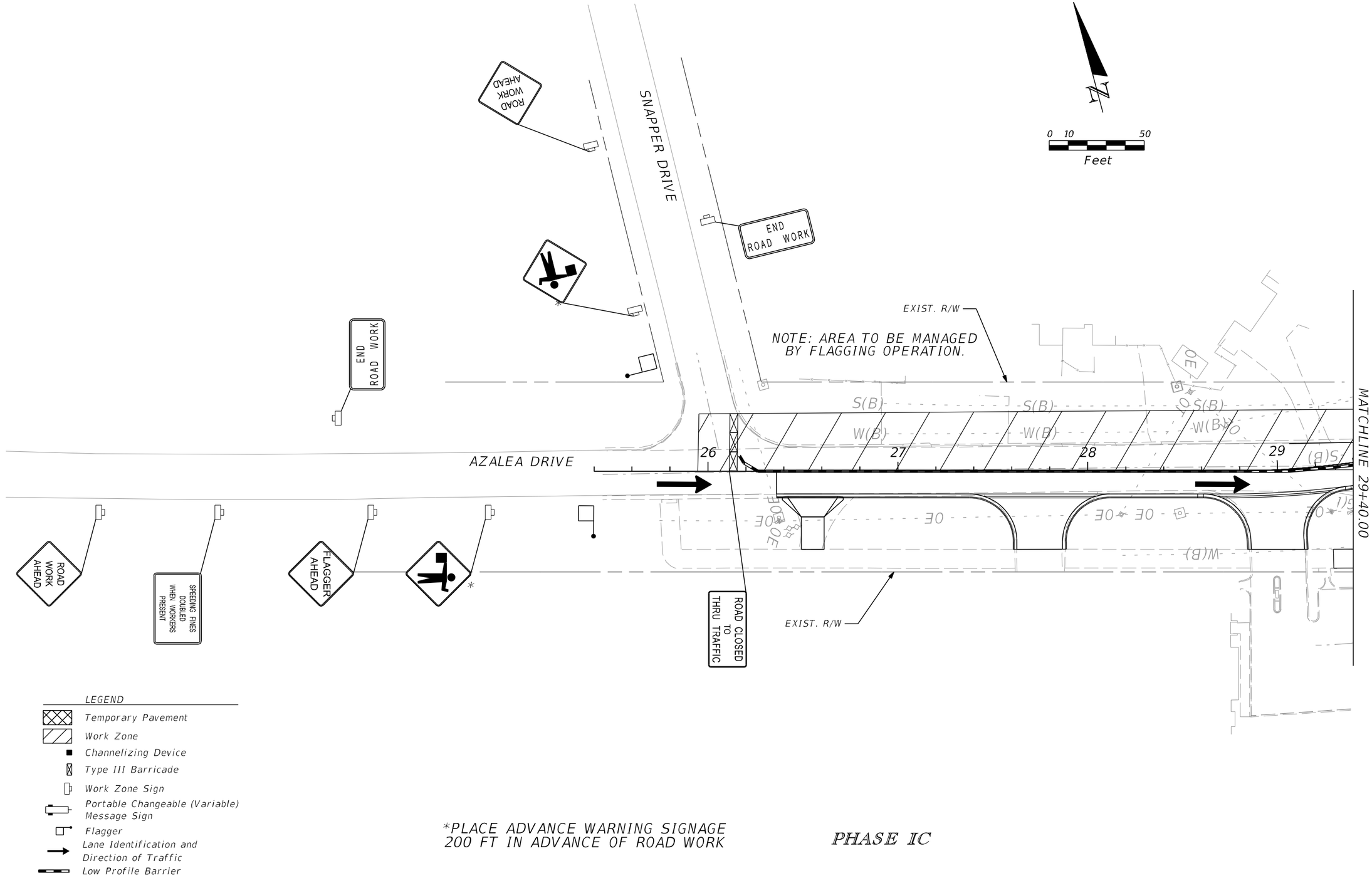
EXHIBIT A - ROADWAY PLANS



*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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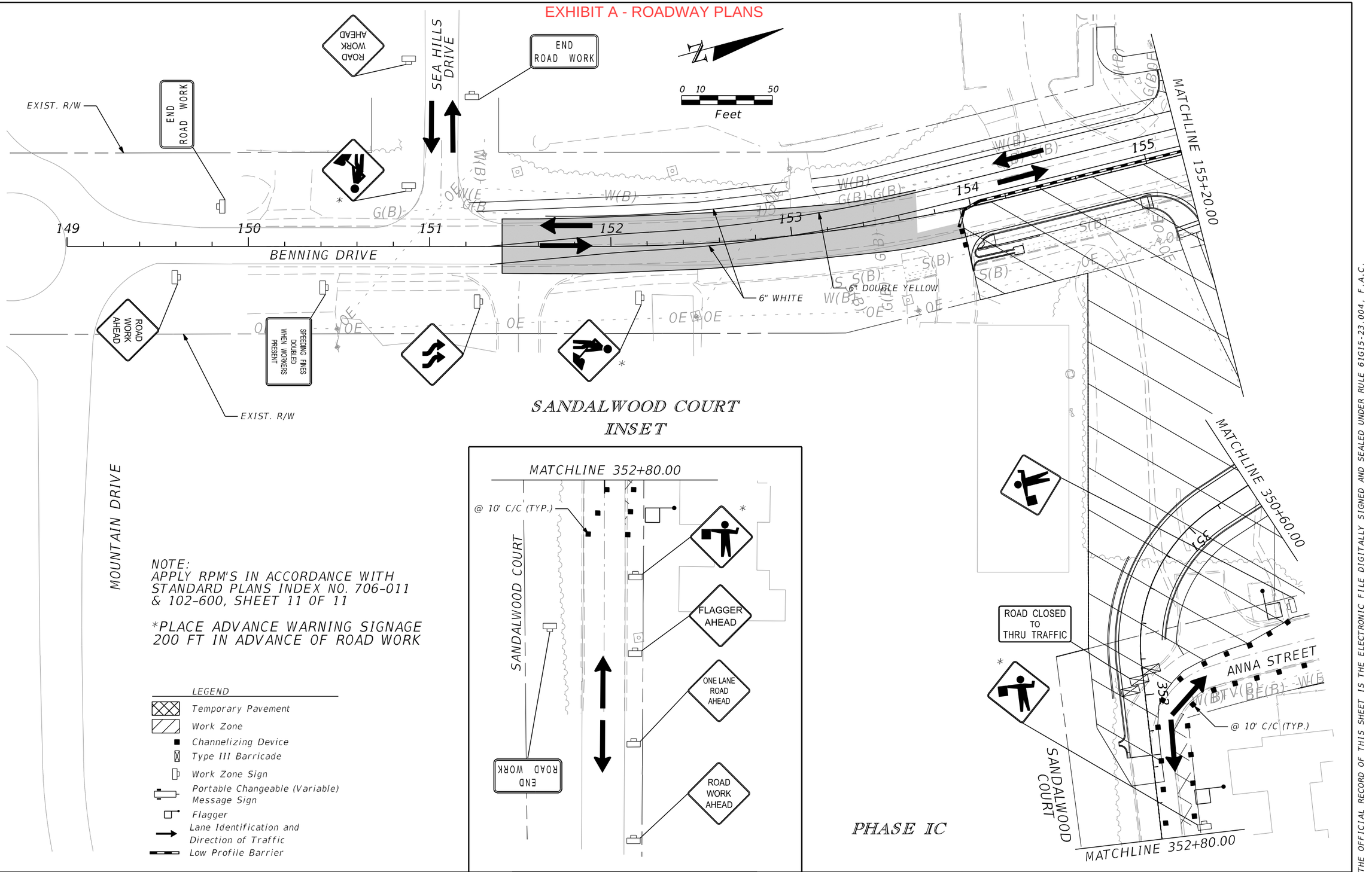
EXHIBIT A - ROADWAY PLANS



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.
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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. 113

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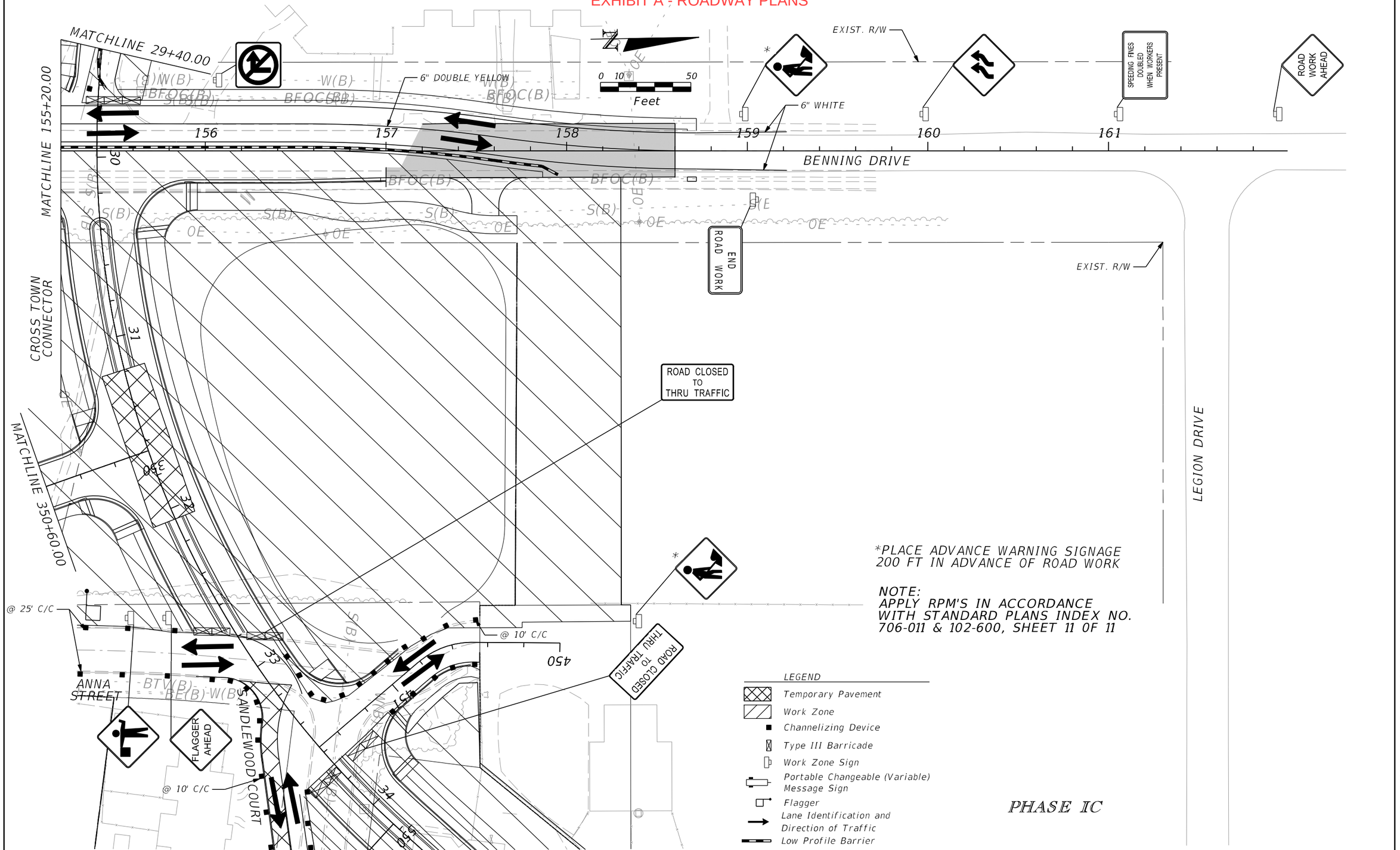
EXHIBIT A - ROADWAY PLANS



*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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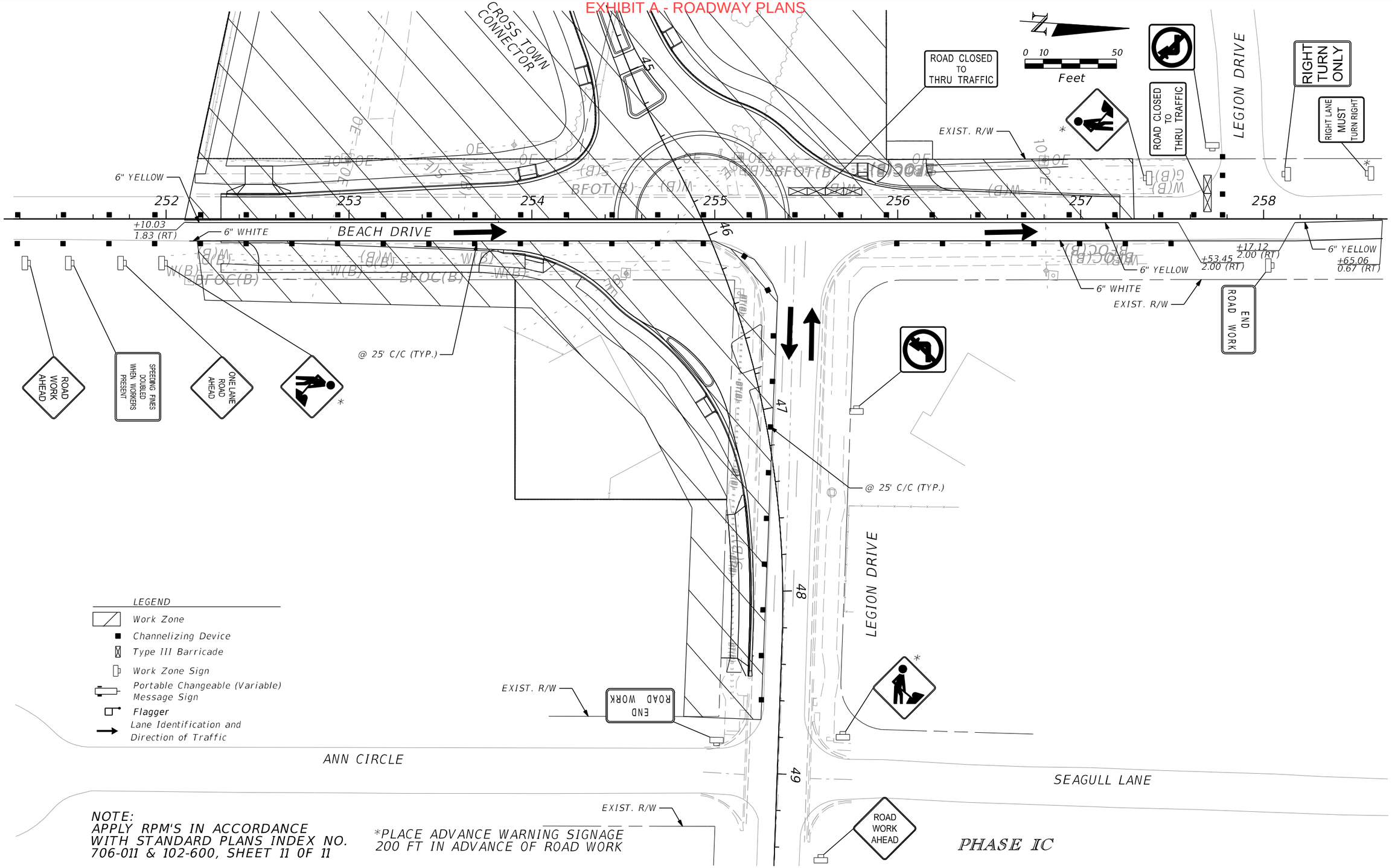
EXHIBIT A - ROADWAY PLANS



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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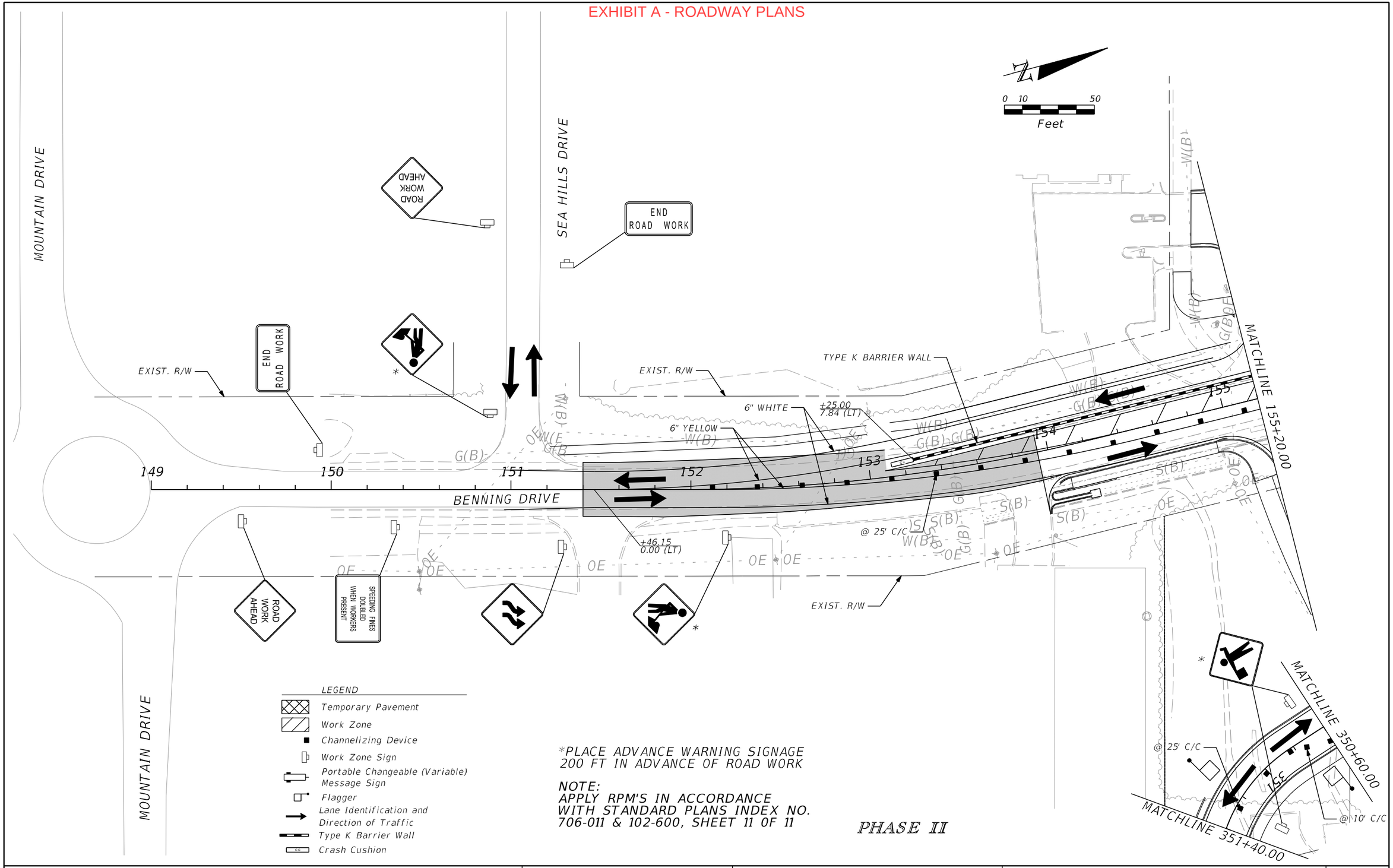
EXHIBIT A - ROADWAY PLANS



*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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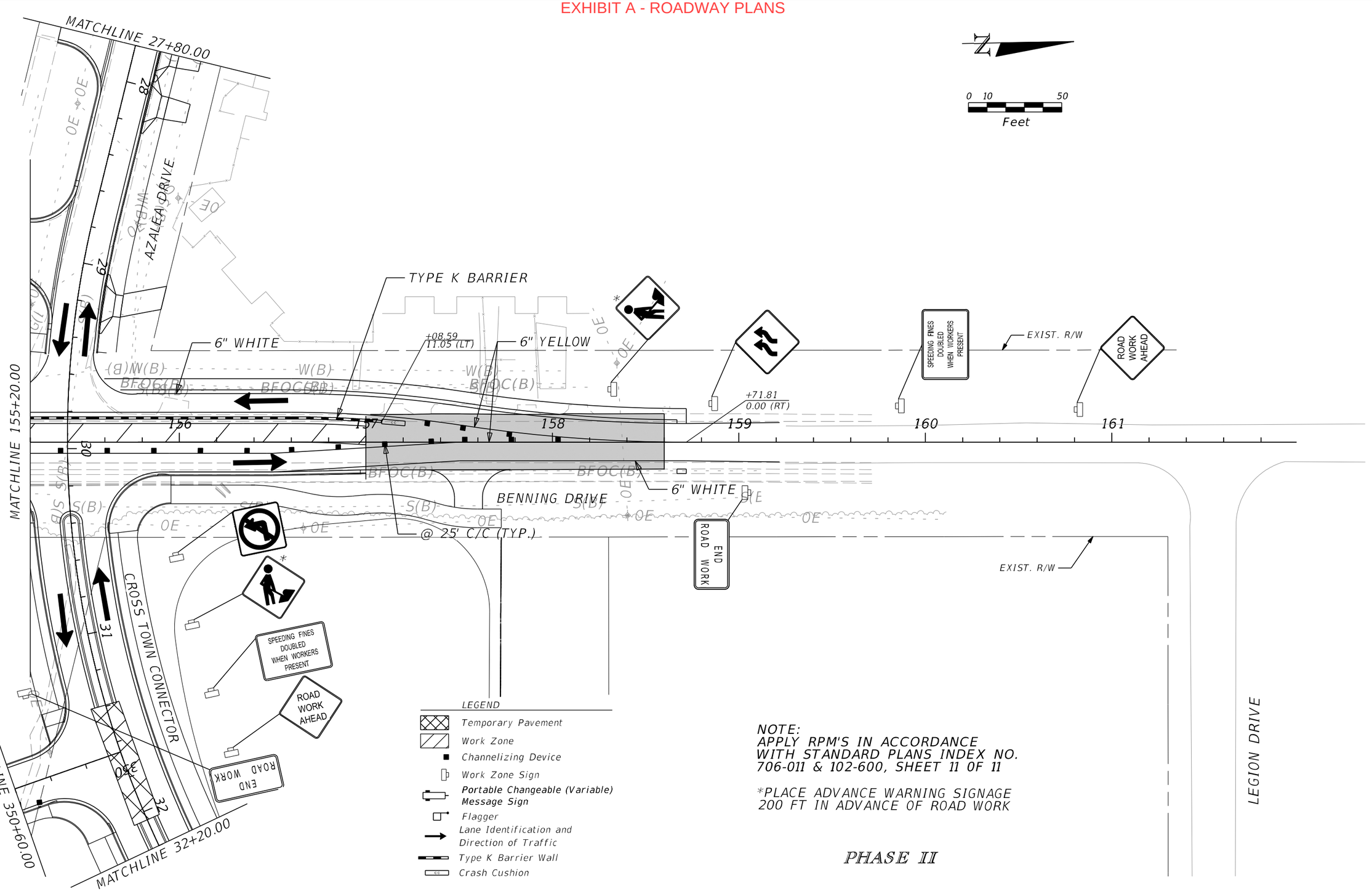
EXHIBIT A - ROADWAY PLANS



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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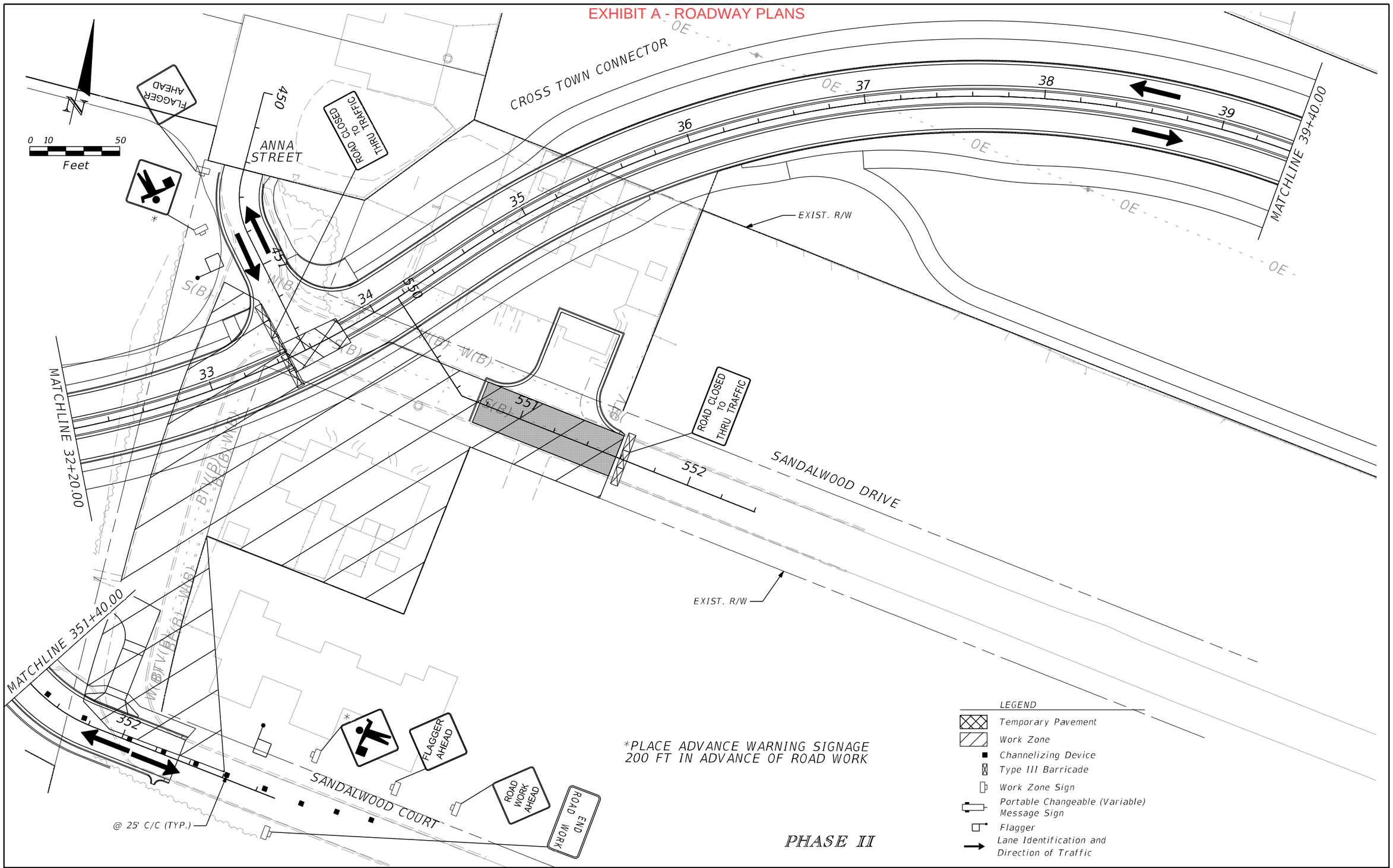
EXHIBIT A - ROADWAY PLANS



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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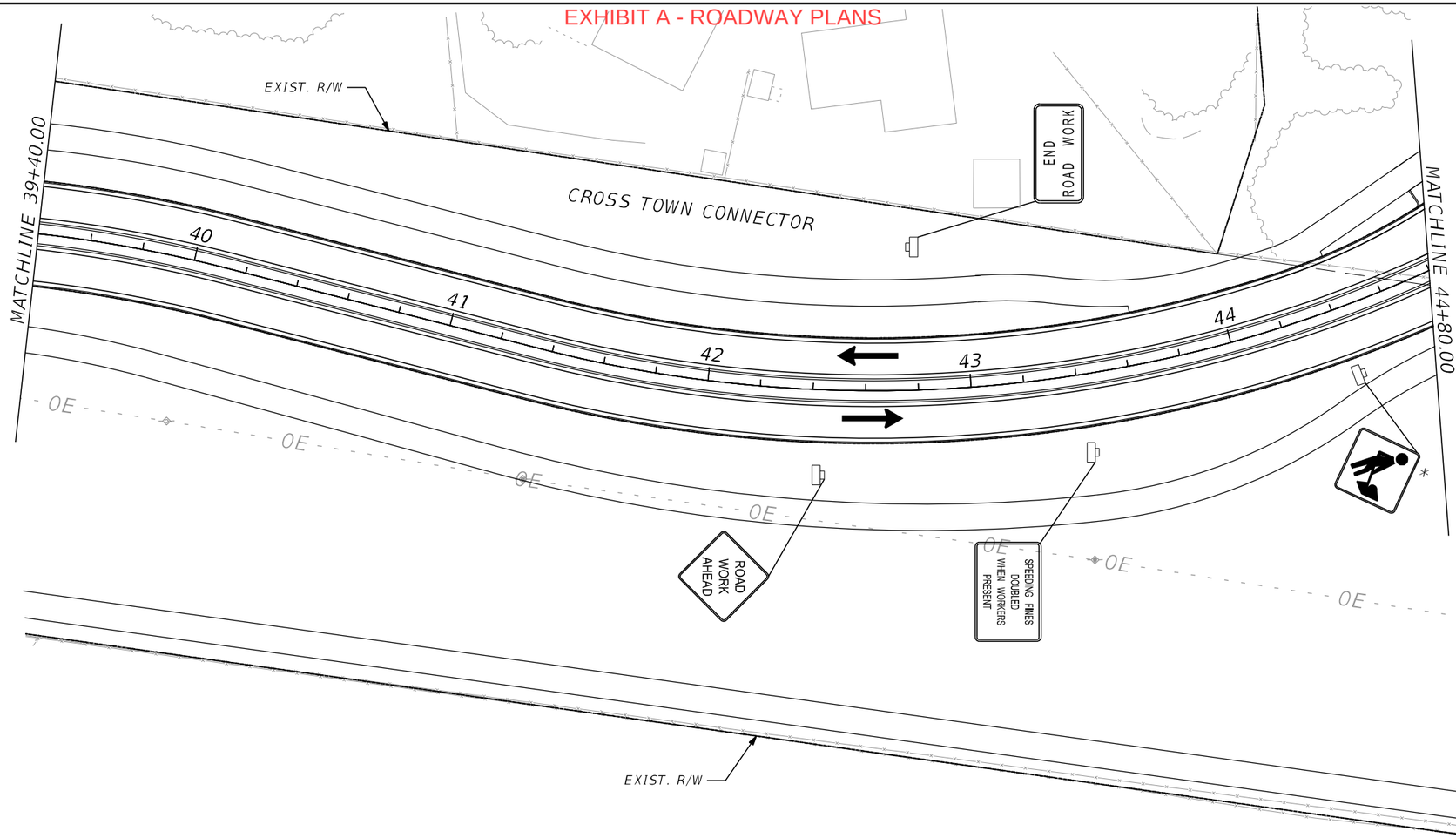
EXHIBIT A - ROADWAY PLANS



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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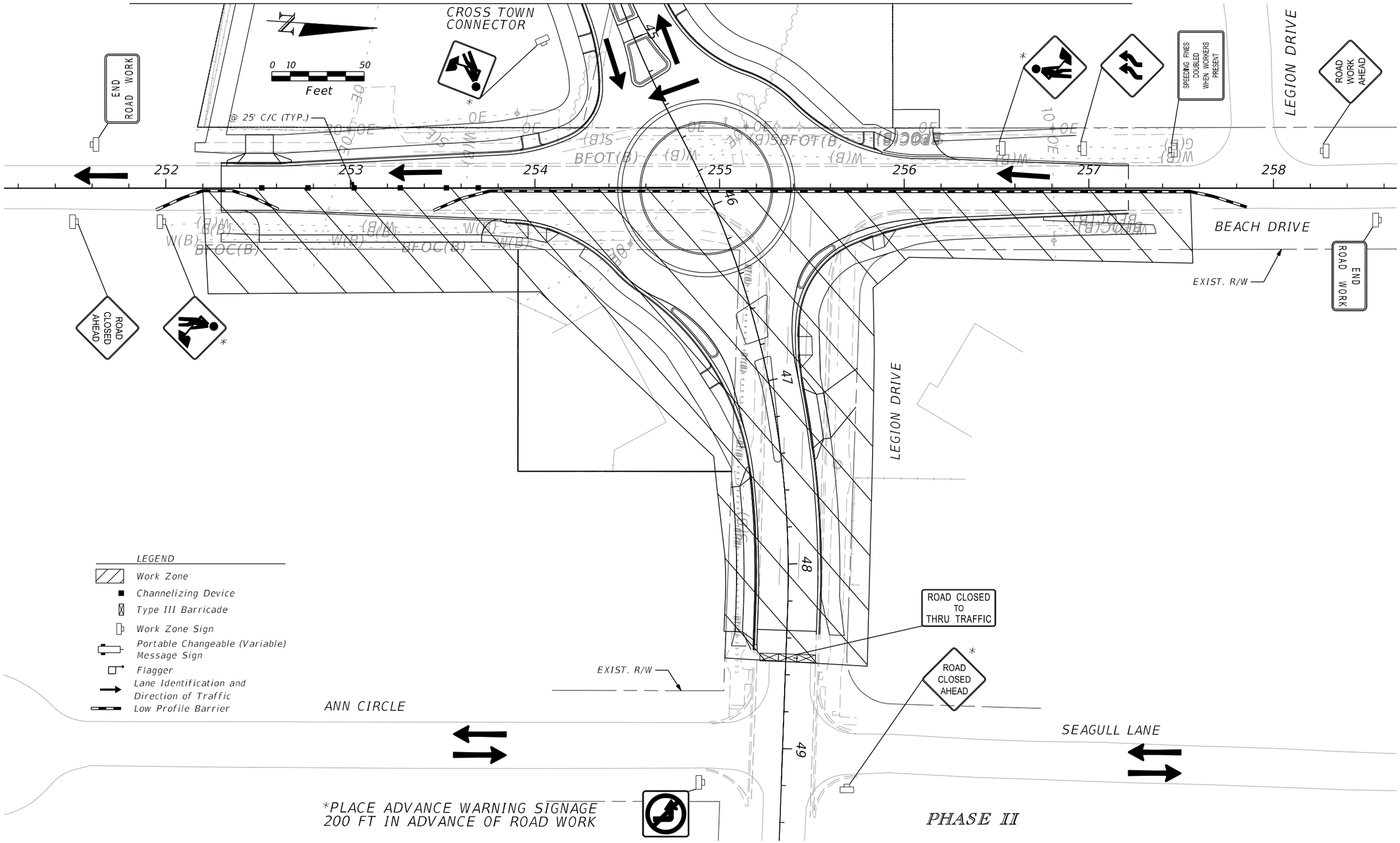
EXHIBIT A - ROADWAY PLANS

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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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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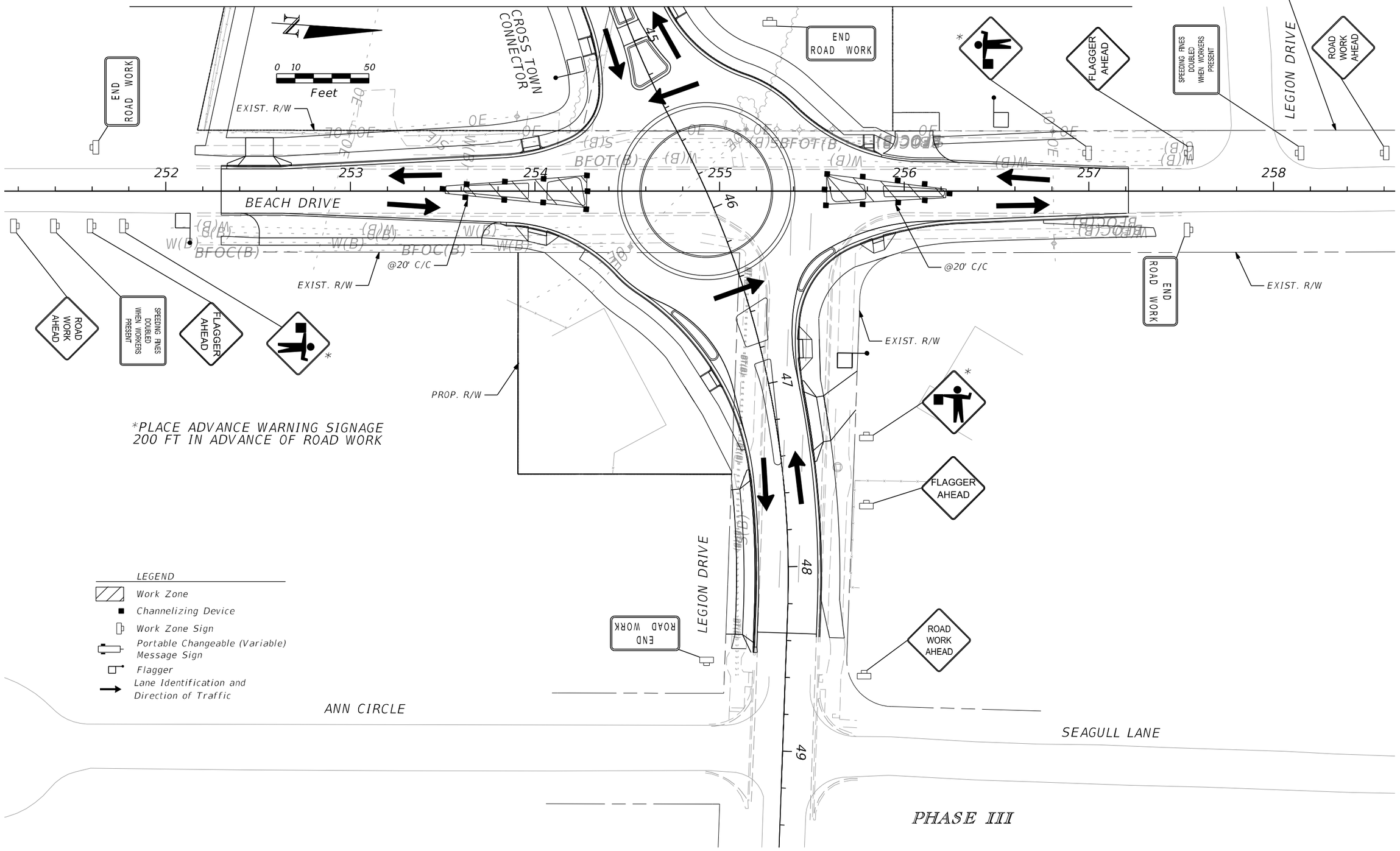
EXHIBIT A - ROADWAY PLANS

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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REVISIONS			
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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

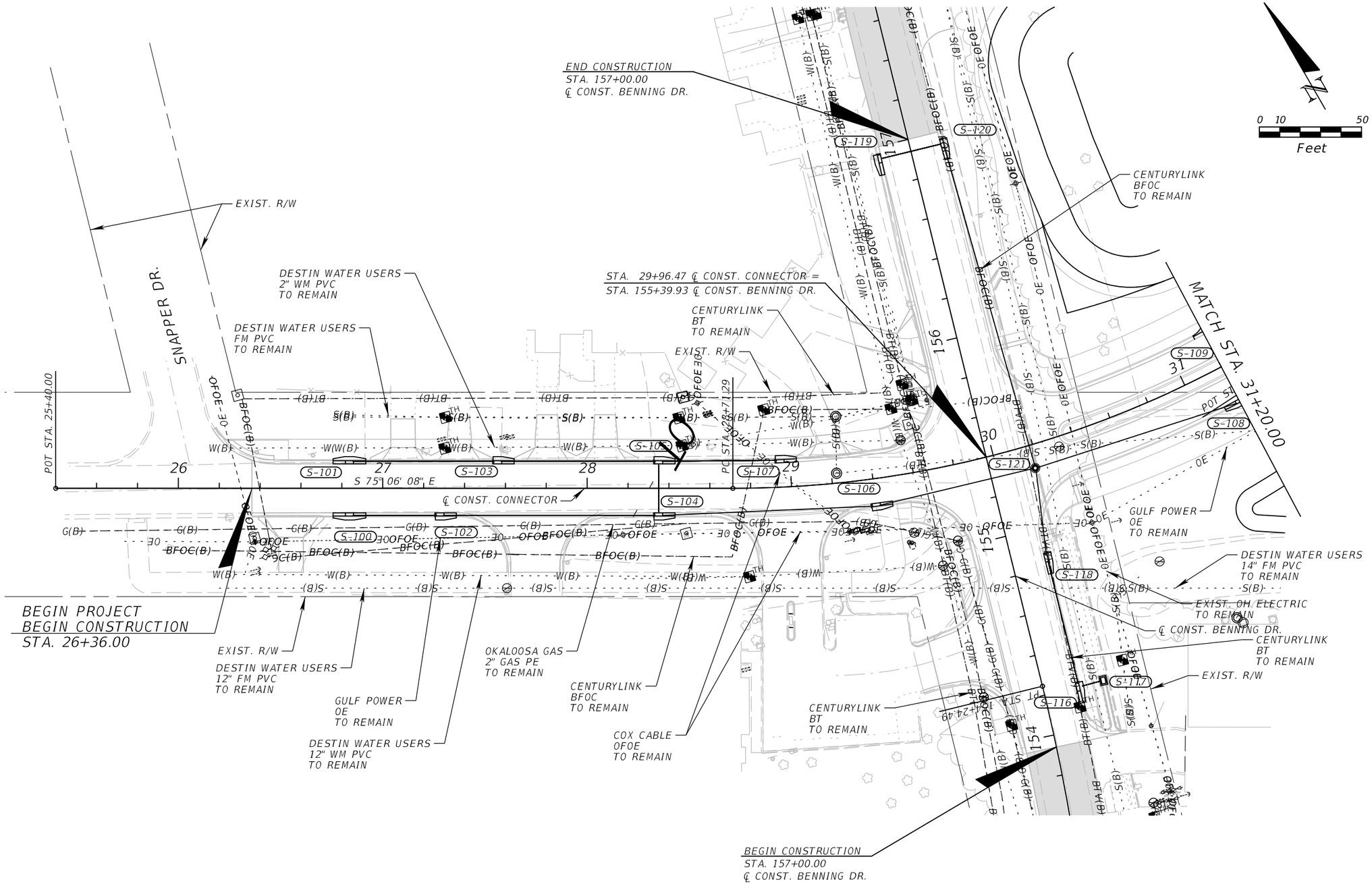
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 122

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 (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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482 SOUTH KELLER ROAD
ORLANDO, FL 32810

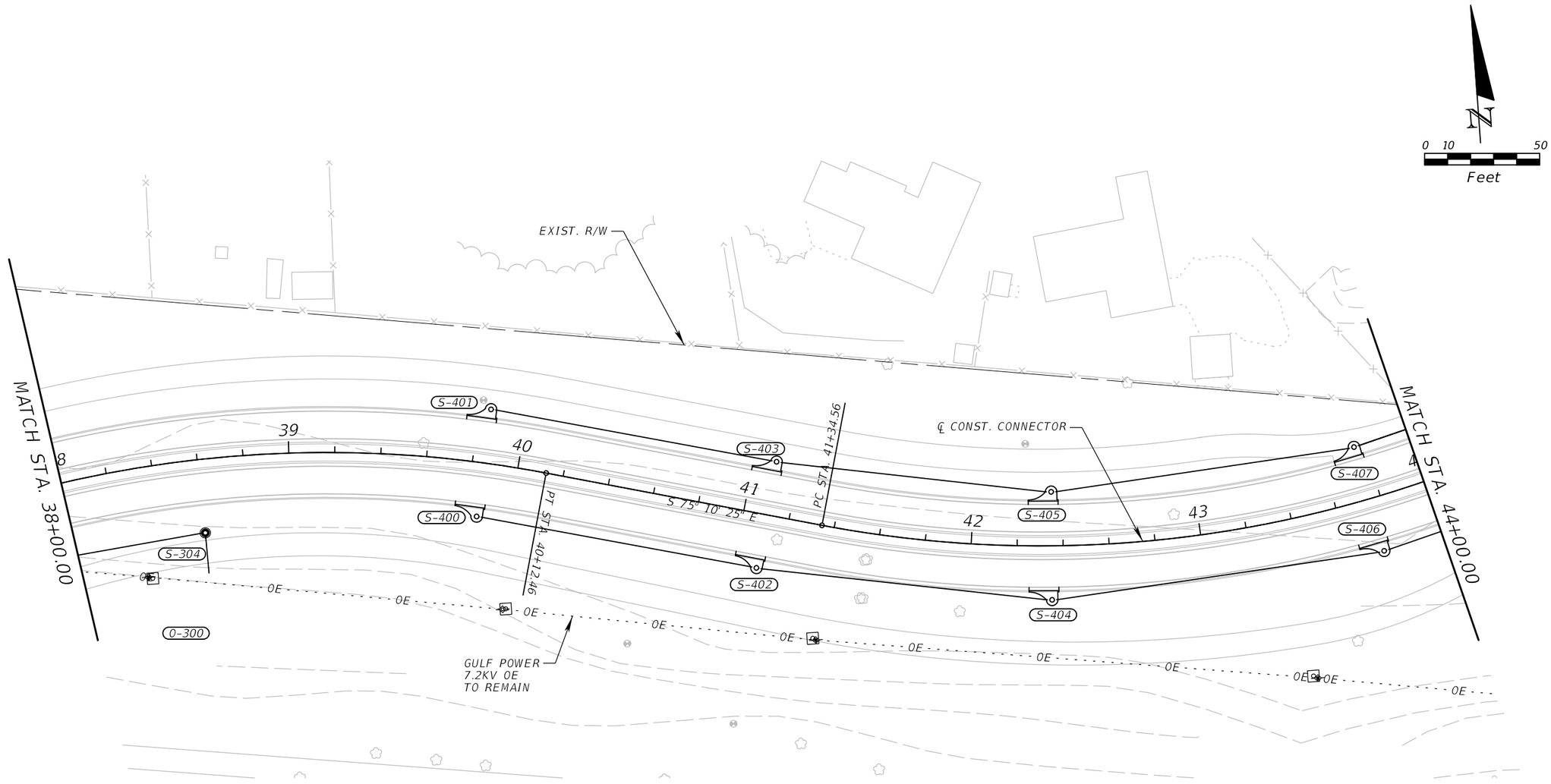
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (2)

SHEET NO. 124

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 (3)

SHEET NO. 125

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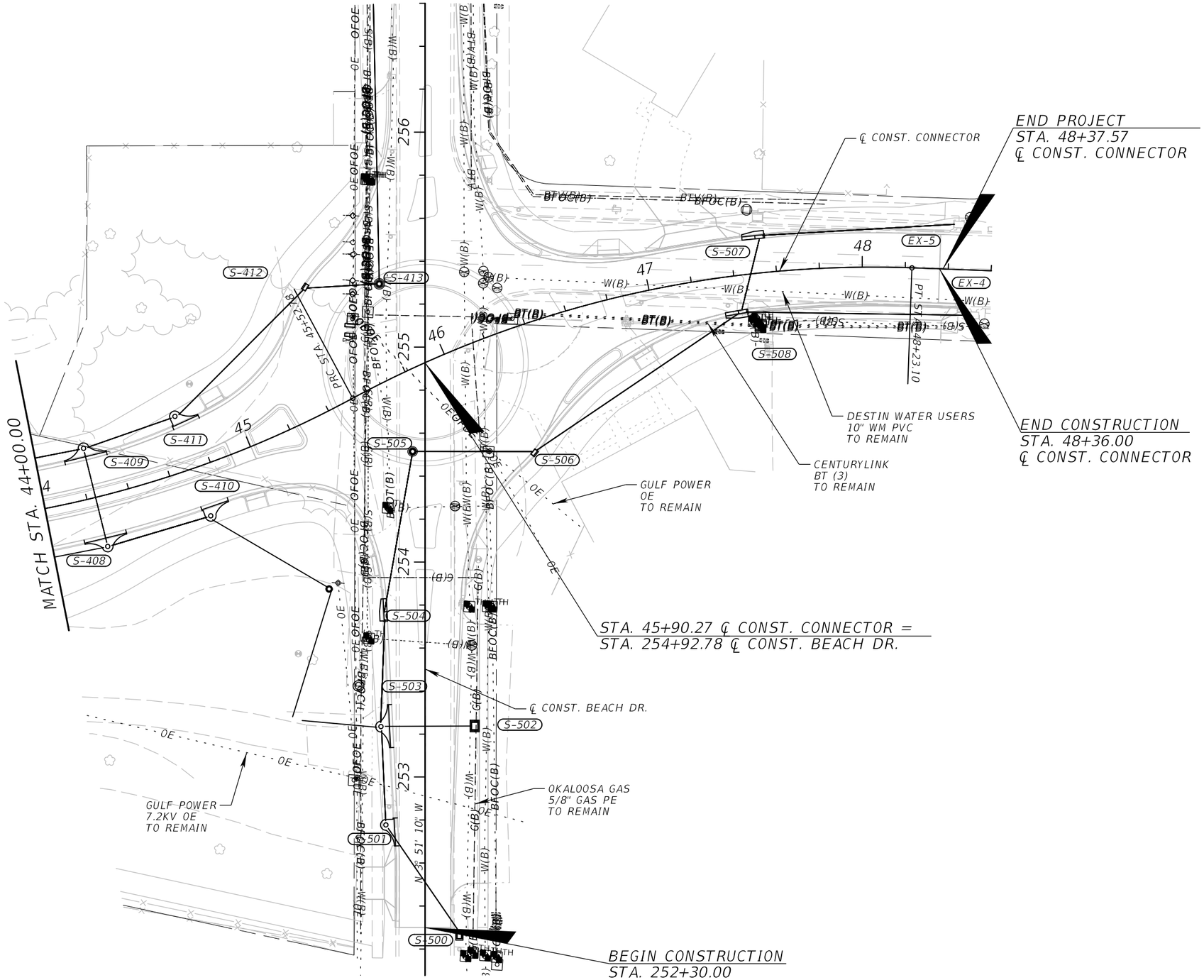
EXHIBIT A - ROADWAY PLANS



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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

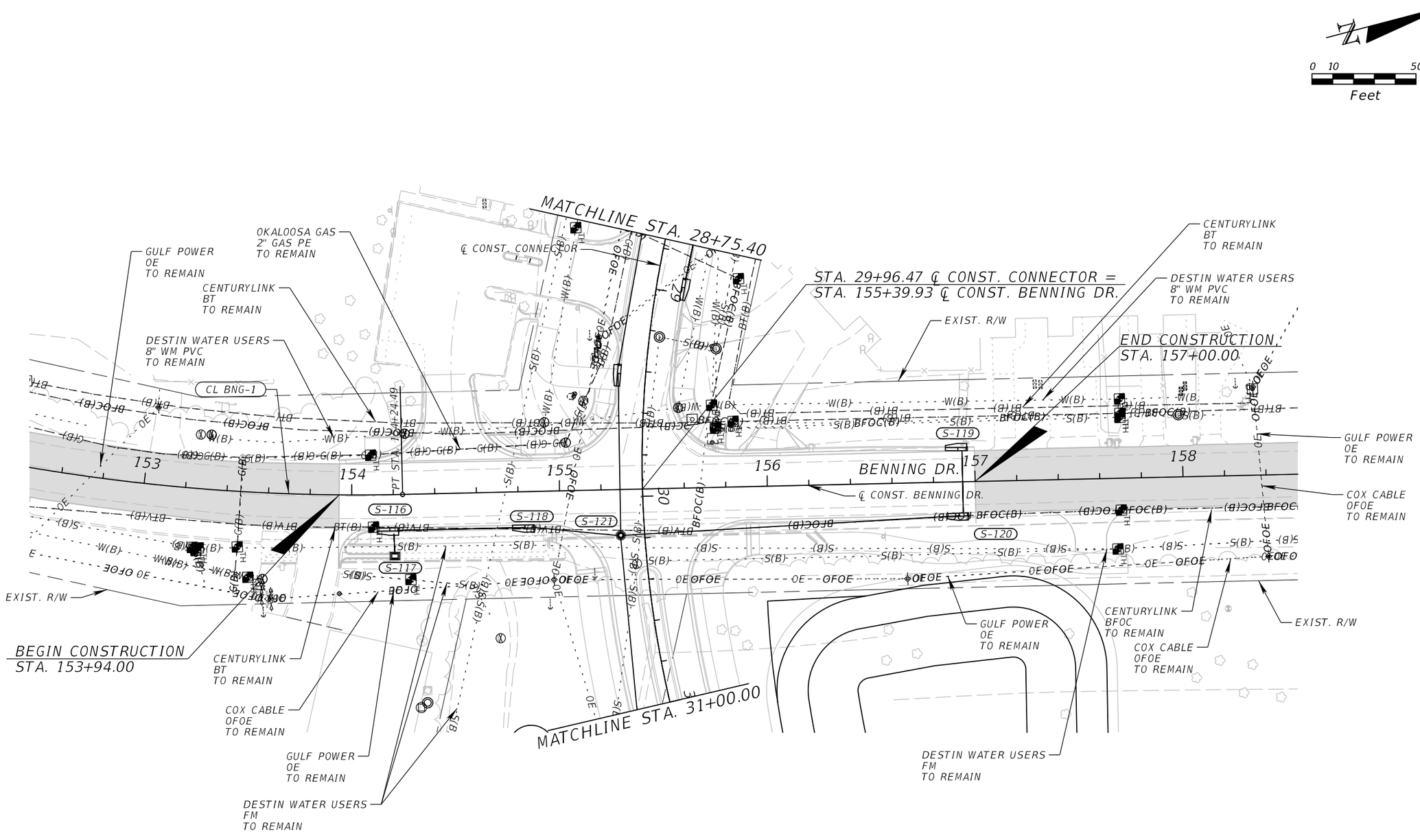
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (4)

SHEET NO. 126

EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
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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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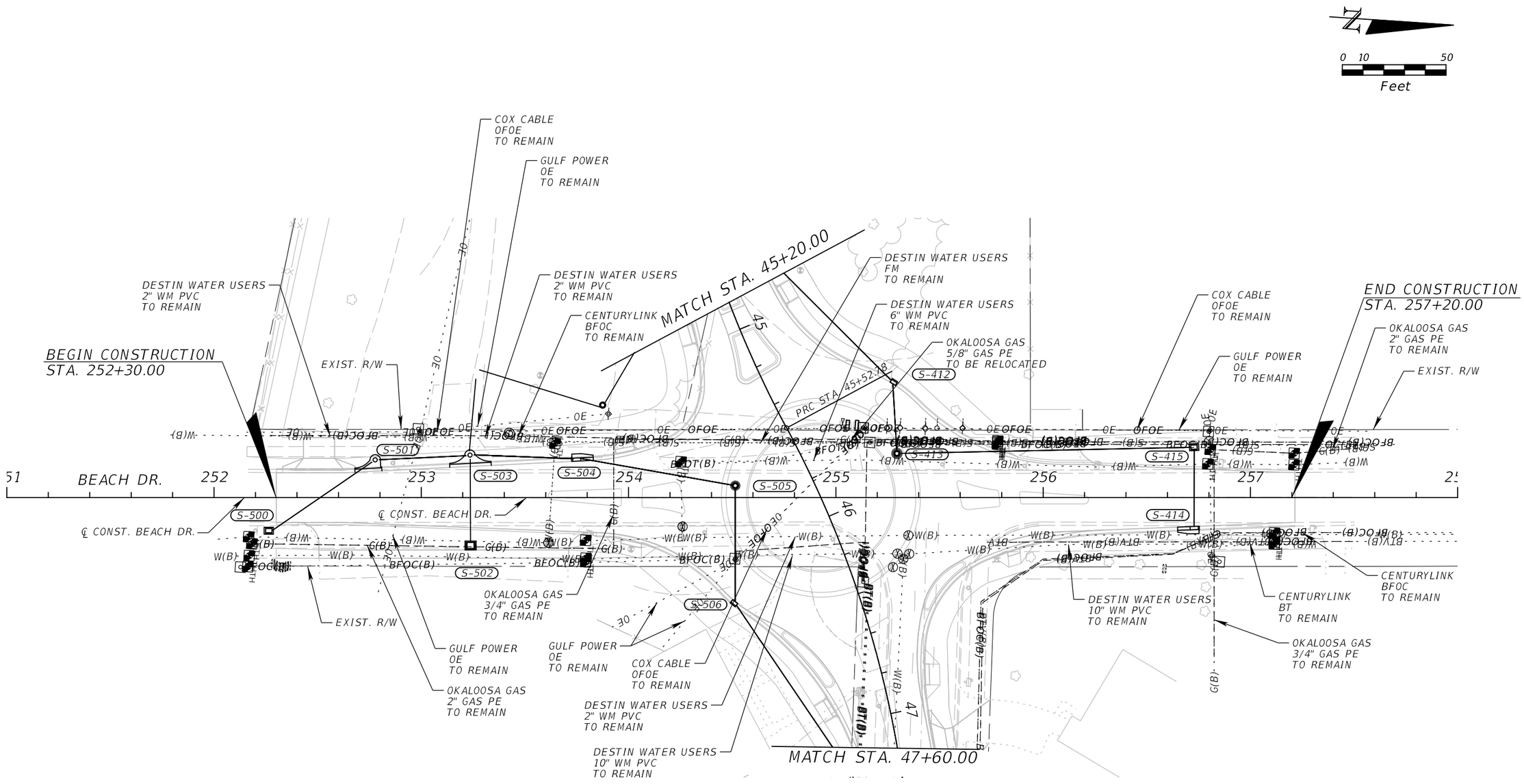
EXHIBIT A - ROADWAY PLANS



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (6)

SHEET NO. 128

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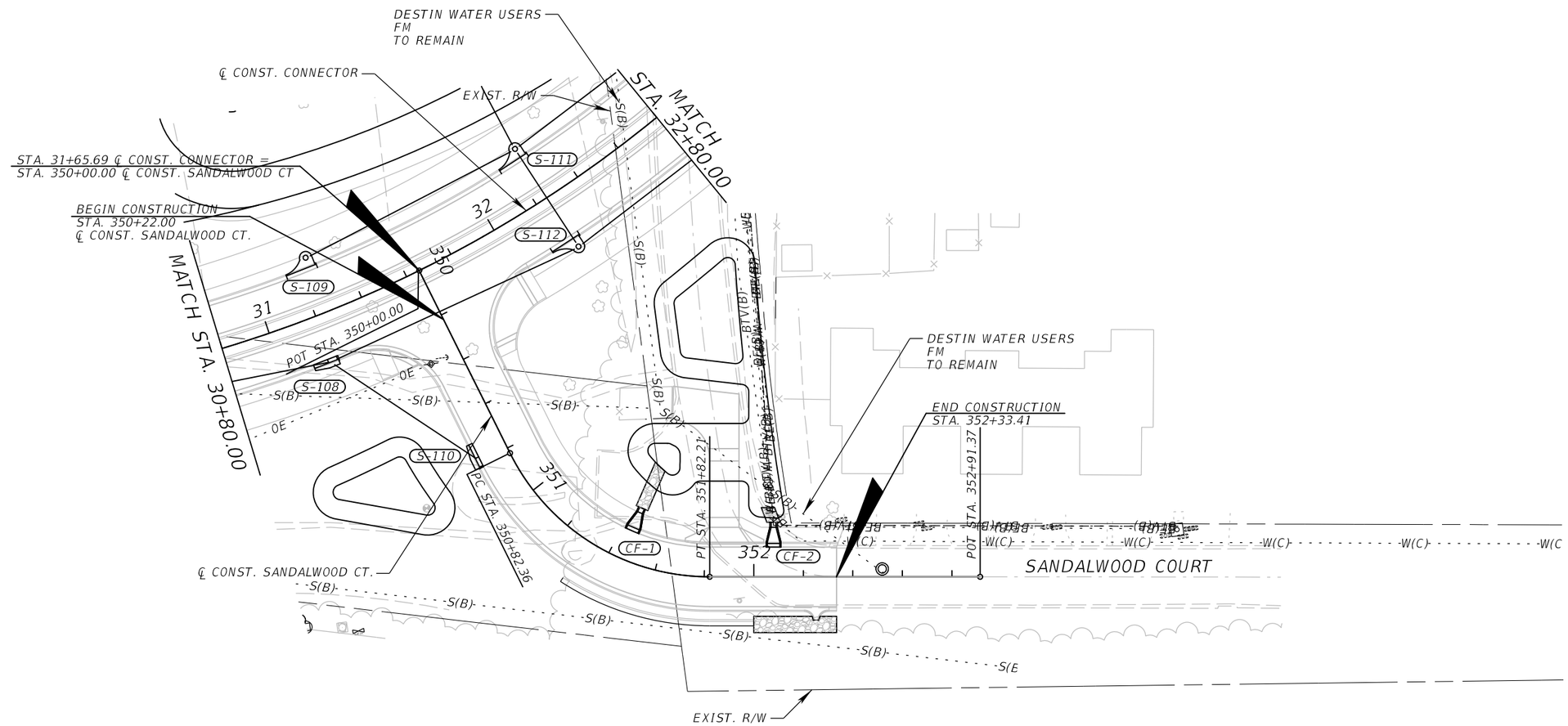
EXHIBIT A - ROADWAY PLANS



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ORLANDO, FL 32810

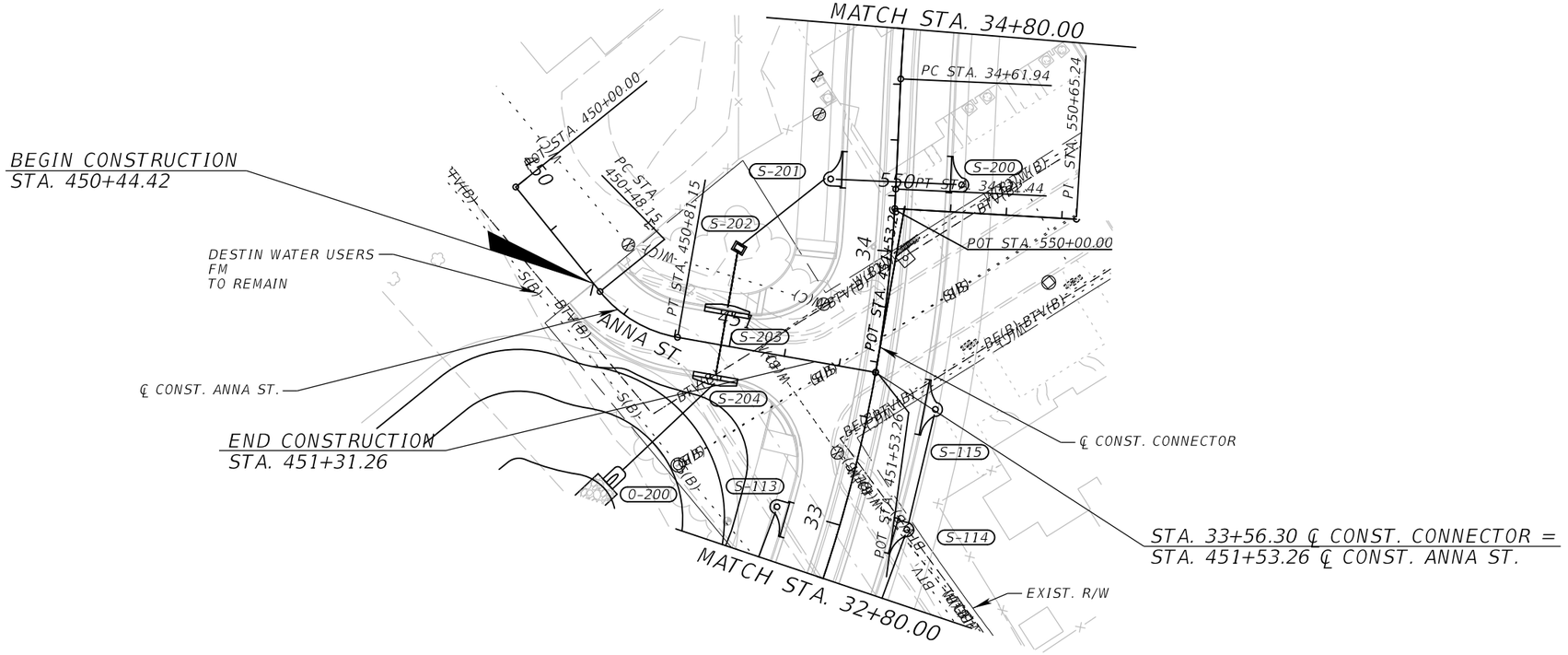
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

UTILITY ADJUSTMENTS (7)

SHEET NO. 129

EXHIBIT A - ROADWAY PLANS



REVISIONS			
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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 (8)

SHEET NO. 130

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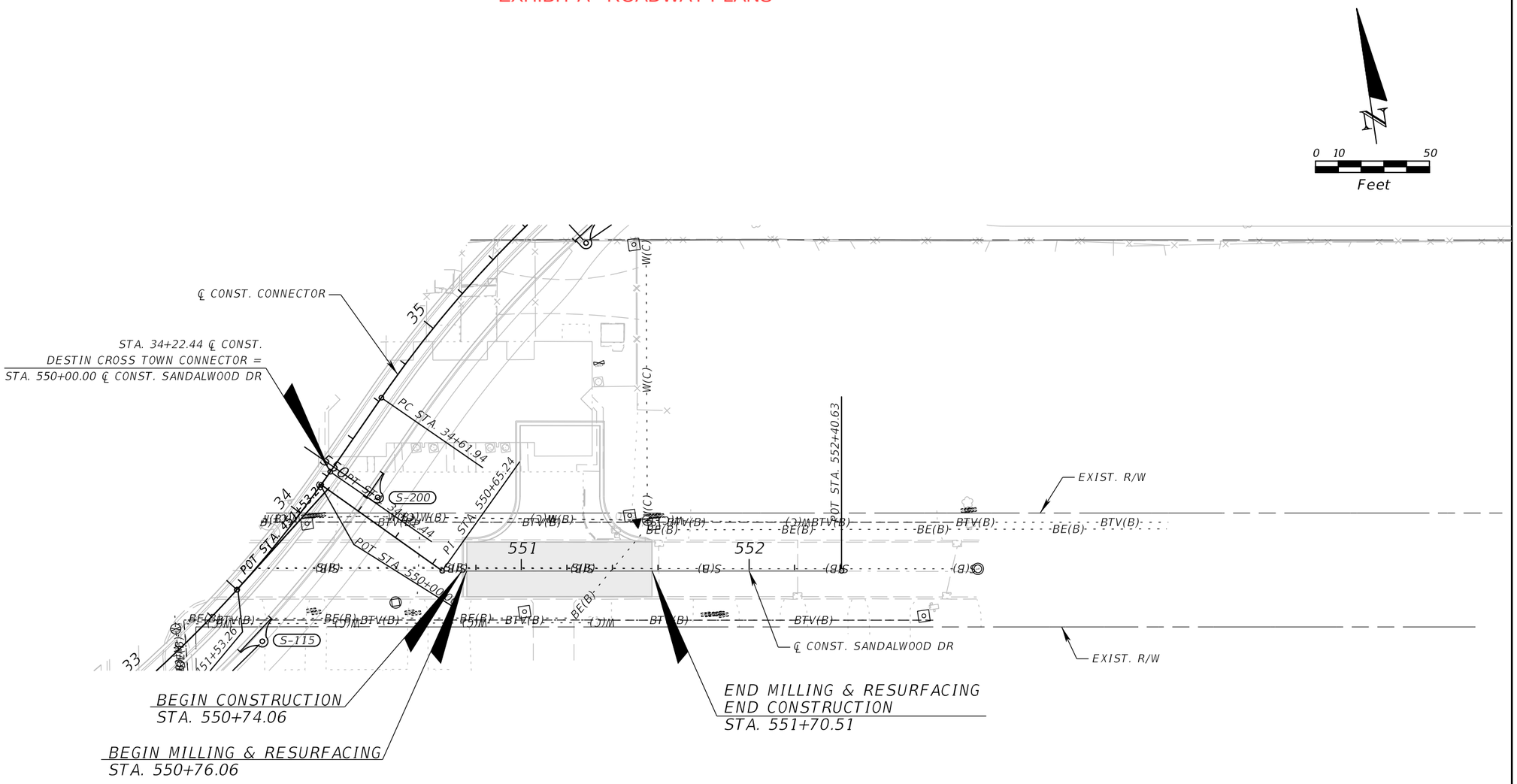
EXHIBIT A - ROADWAY PLANS



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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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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. 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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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
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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

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SUMMARY OF QUANTITIES

SHEET NO. 136

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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

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					

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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. 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			

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. 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
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. 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)

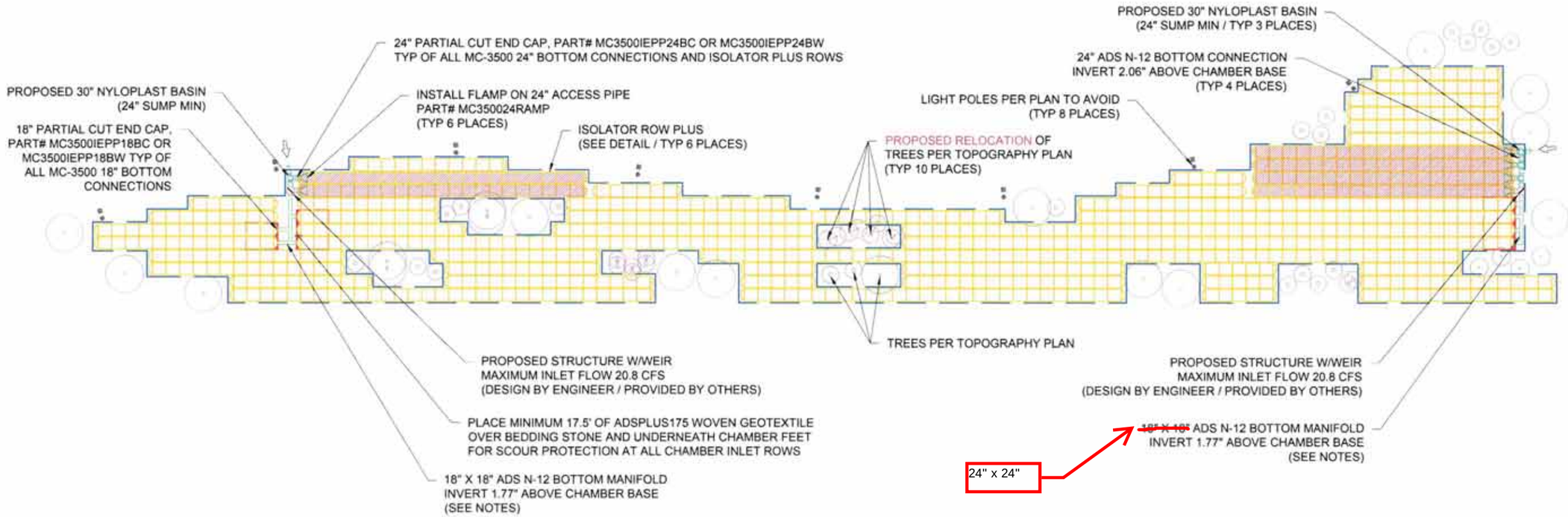
PROPOSED ELEVATIONS

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

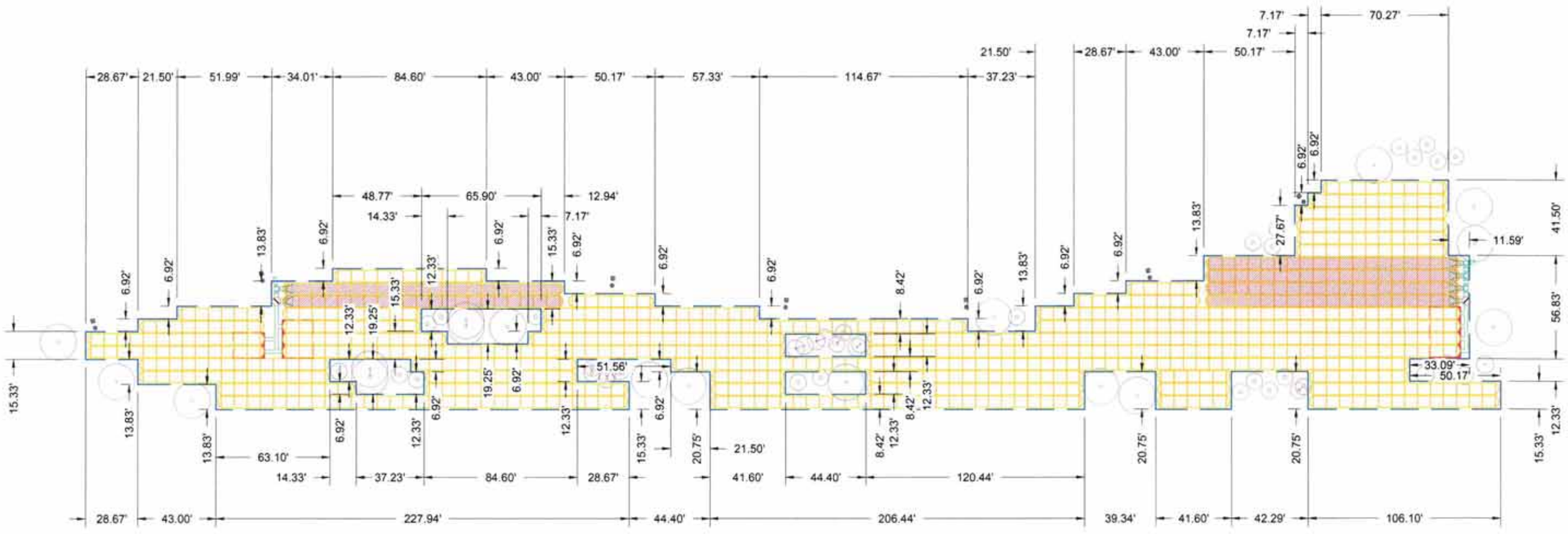
ADS

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

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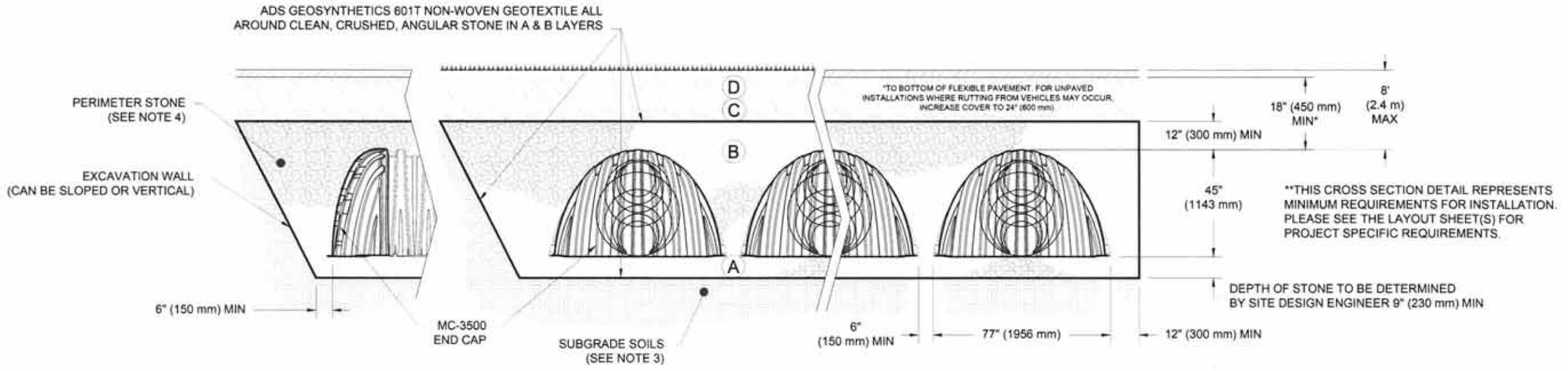
SHEET 3 OF 7

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

StormTech® Chamber System
888-892-2694 | WWW.STORMTECH.COM

ADS 4640 TRUEMAN BLVD HILLIARD, OH 43026

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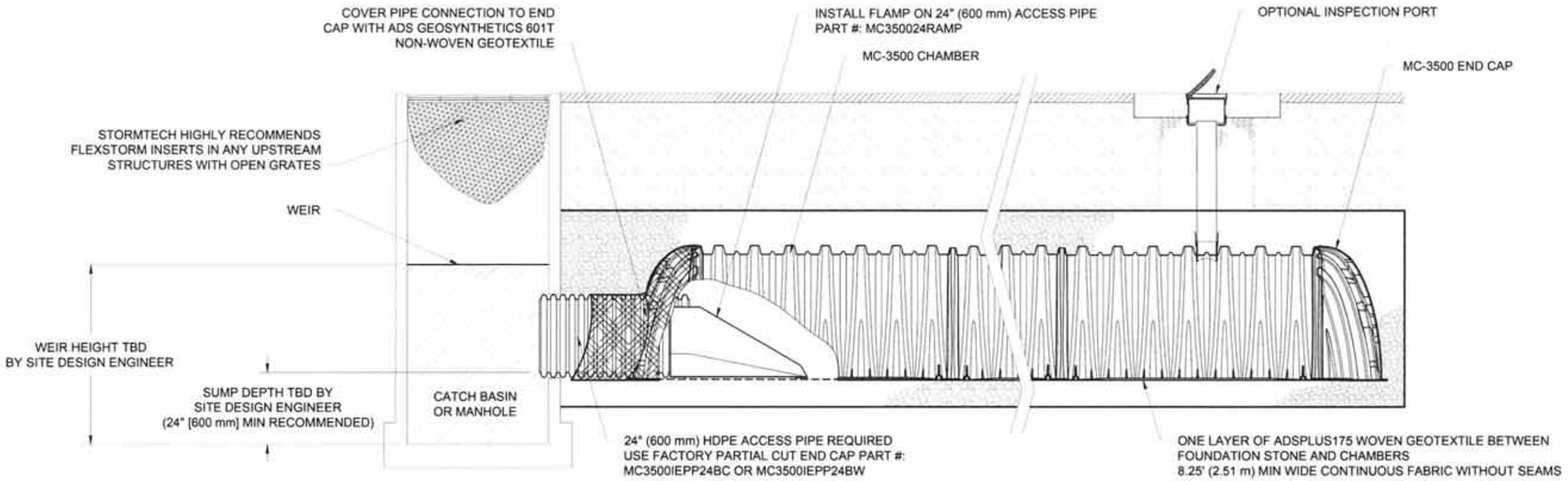


MC-3500 ISOLATOR ROW PLUS DETAIL
NTS

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.

DESTIN CROSS TOWN CONNECTOR
DESTIN, FL
DATE: 10-04-2022 | DRAWN: NSL | CHECKED: CJD | PROJECT #: S317945

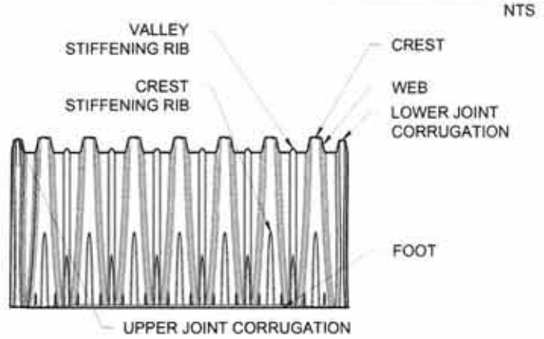
DESCRIPTION | DRWN | CHKD | DATE

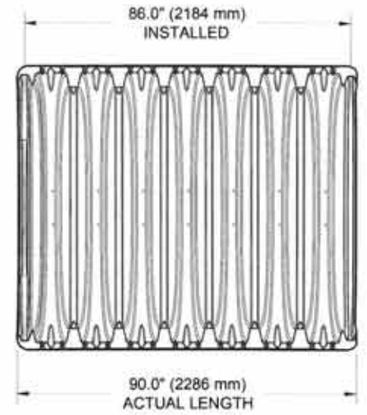
THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

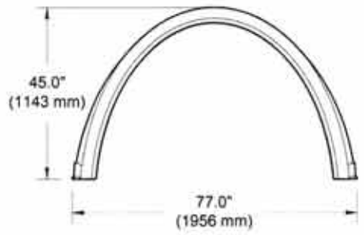
ADS
4640 TRUEMAN BLVD
HILLIARD, OH 43026
StormTech® Chamber System
888-892-2694 | WWW.STORMTECH.COM

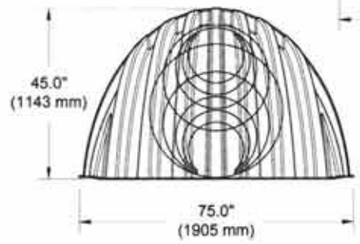
MC-3500 TECHNICAL SPECIFICATION

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

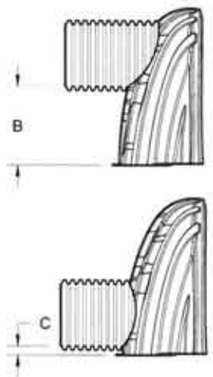
SIZE (W X H X INSTALLED LENGTH)	75.0" X 45.0" X 22.2"	(1905 mm X 1143 mm X 564 mm)
END CAP STORAGE	14.9 CUBIC FEET	(0.42 m³)
MINIMUM INSTALLED STORAGE*	45.1 CUBIC FEET	(1.28 m³)
WEIGHT	49 lbs.	(22.2 kg)

*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)

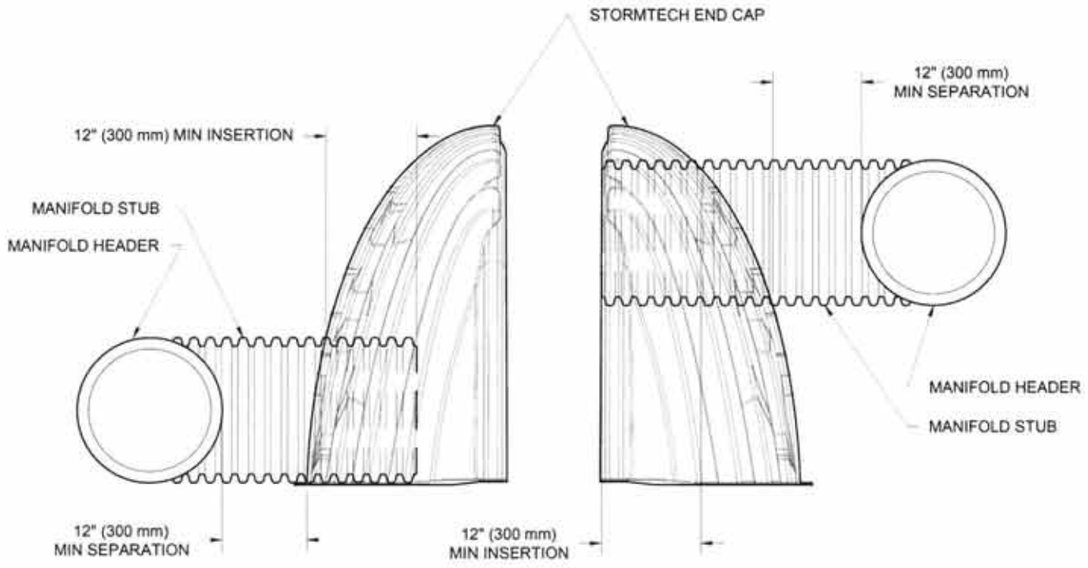
NOTE: ALL DIMENSIONS ARE NOMINAL



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.

DESTIN CROSS TOWN CONNECTOR
DESTIN, FL
DATE: 10-04-2022 | DRAWN: NSL | CHECKED: CJD
PROJECT #: S317945

DATE | DRWN | CHKD | DESCRIPTION

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ADS
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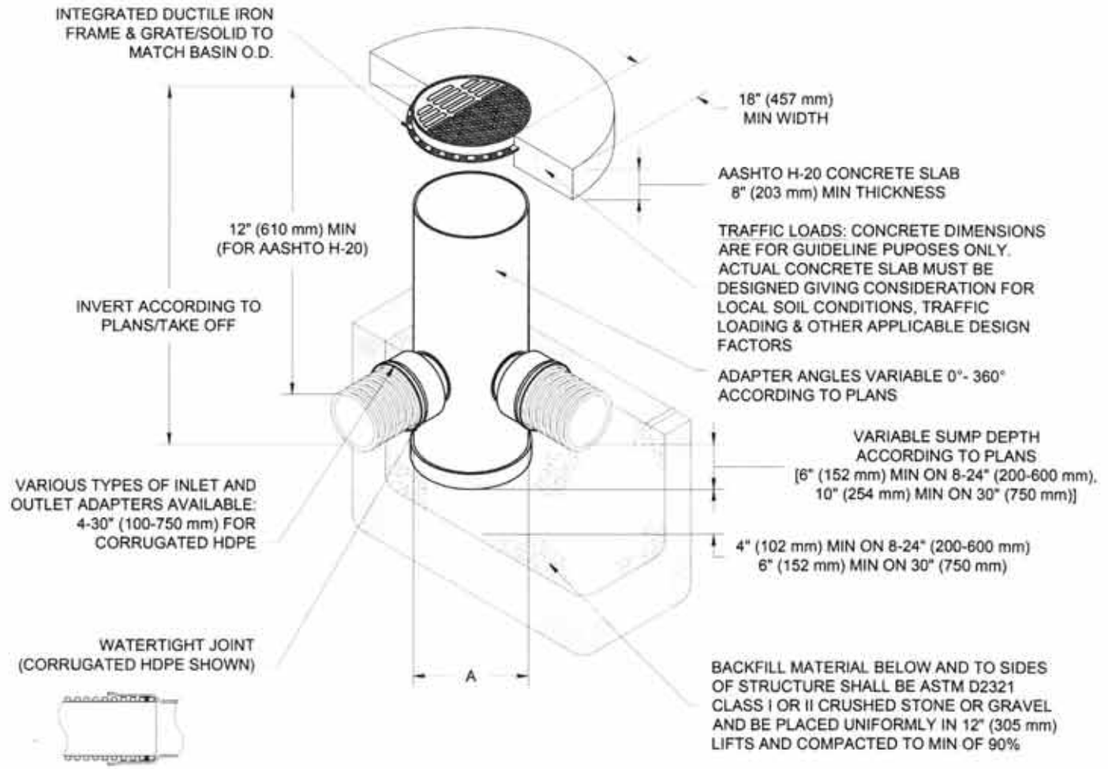
NYLOPLAST DRAIN BASIN

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

DESTIN CROSS TOWN CONNECTOR

DESTIN, FL

DATE: 10-04-2022 | DRAWN: NSL | CHECKED: CJD | PROJECT #: S317945

DATE | DRWN | CHKD | DESCRIPTION

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ADS

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HILLIARD, OH 43026

SHEET 7 OF 7

EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS

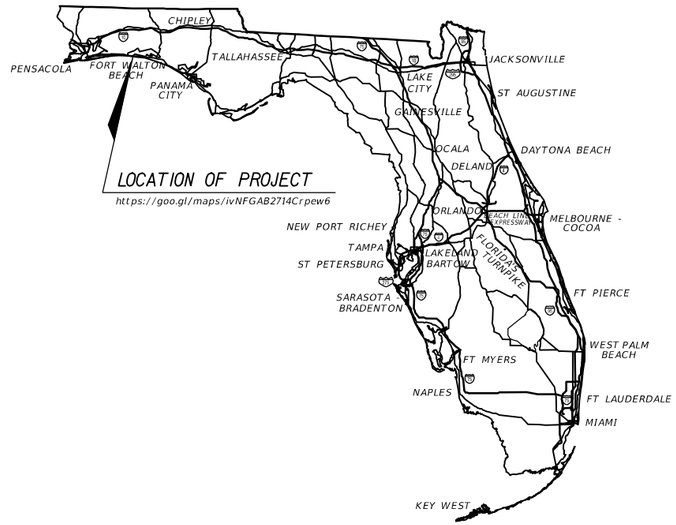
CITY OF DESTIN

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.:

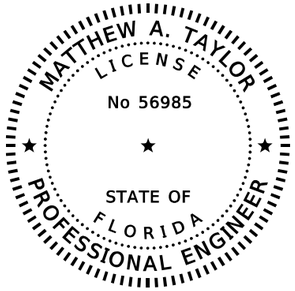
PROJECT MANAGER:

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

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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		

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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

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

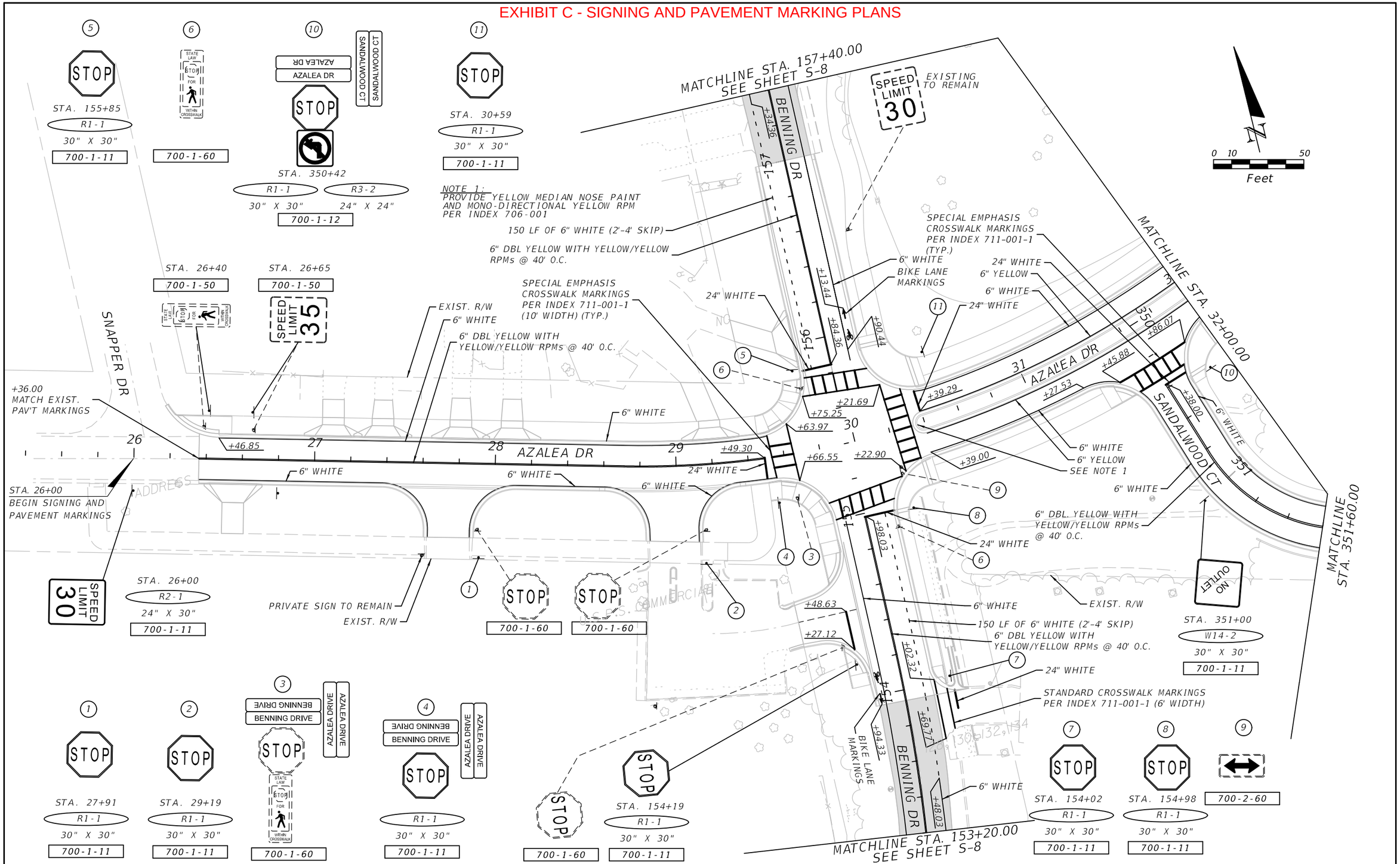
CITY OF DESTIN

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			
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-4

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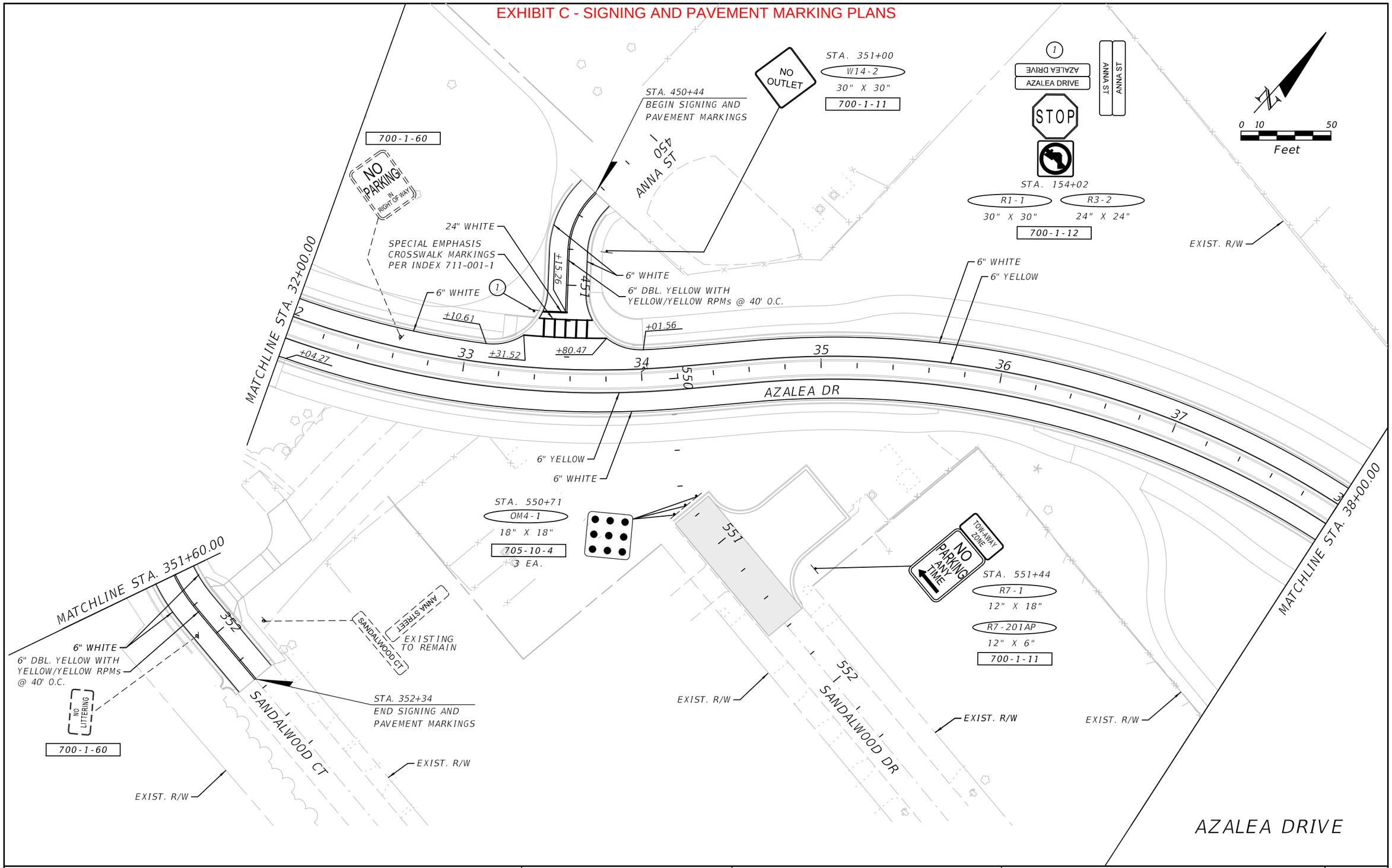
EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



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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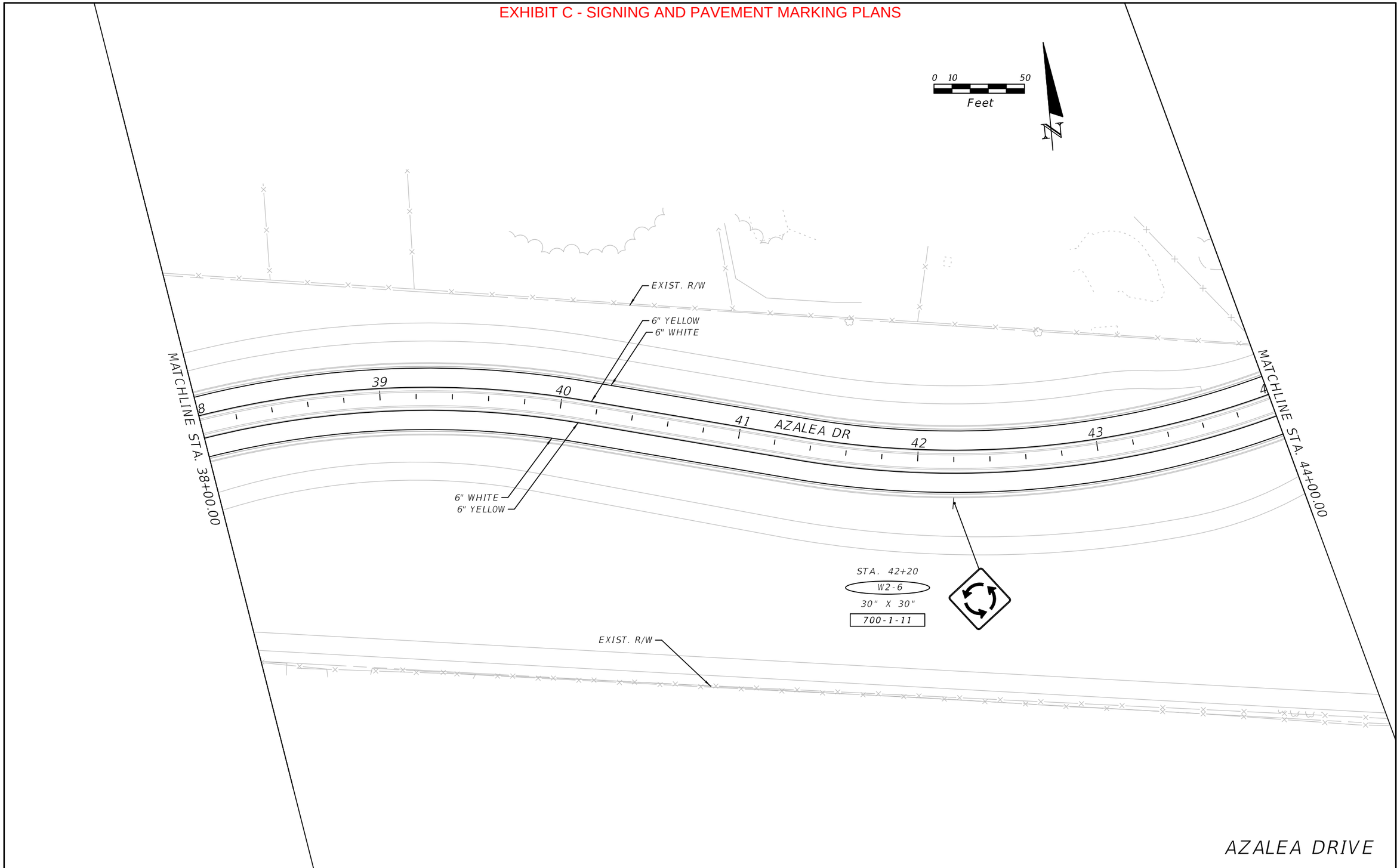
EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



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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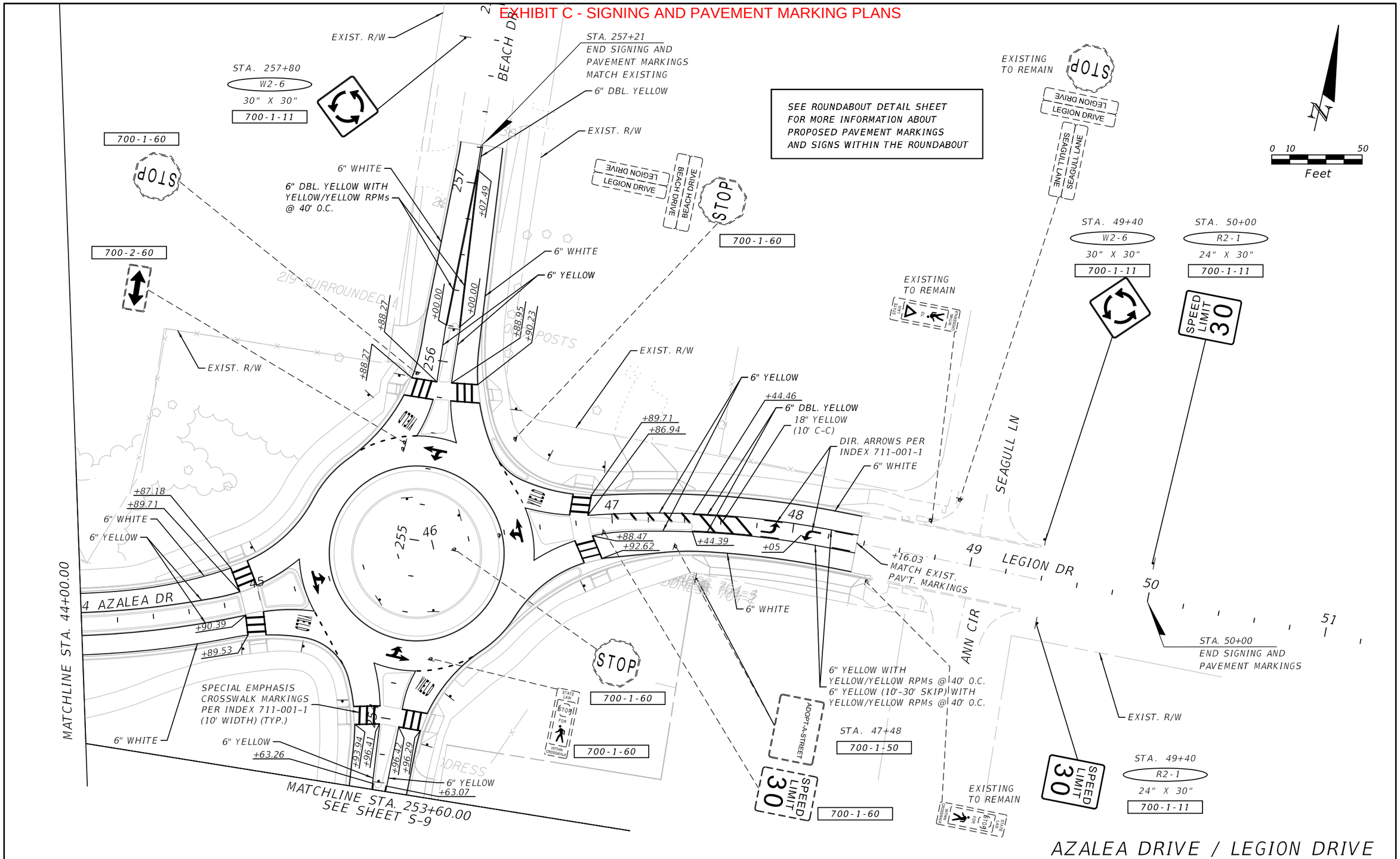
EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MATTHEW A. TAYLOR, P.E.
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-7

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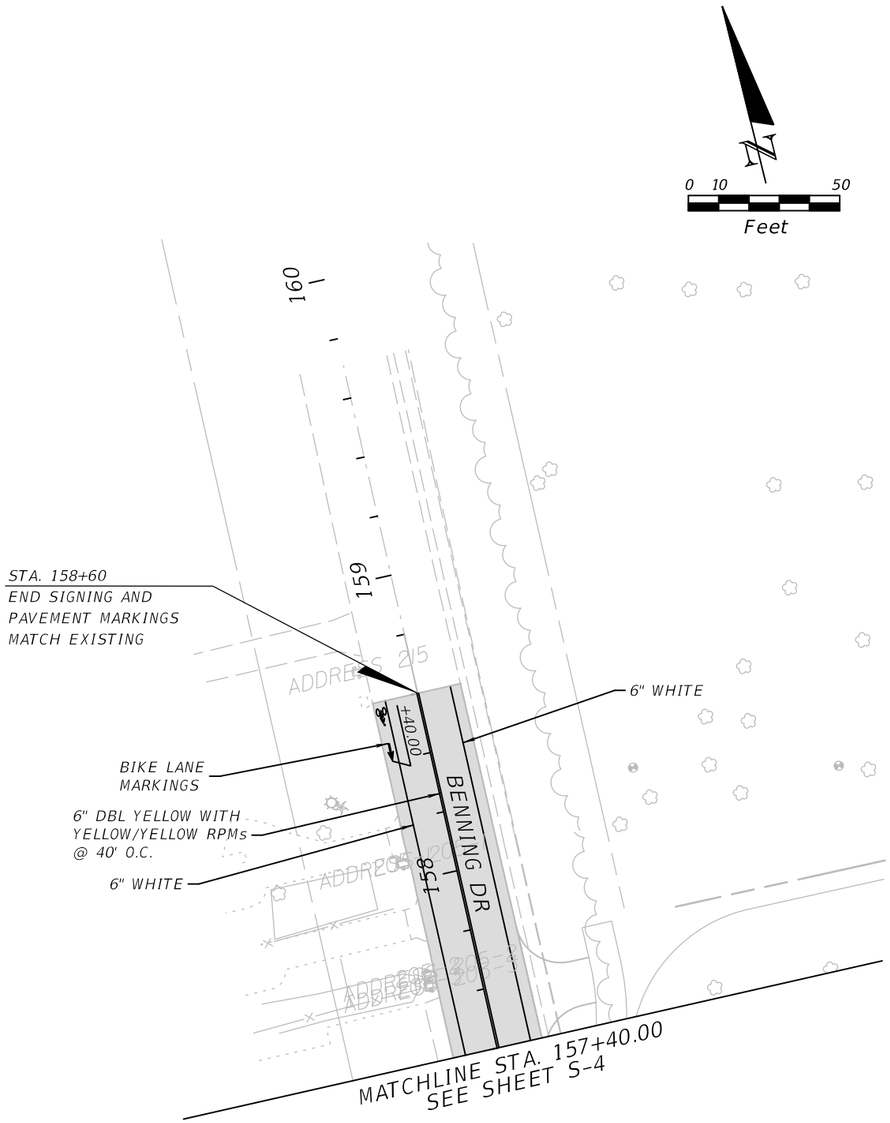
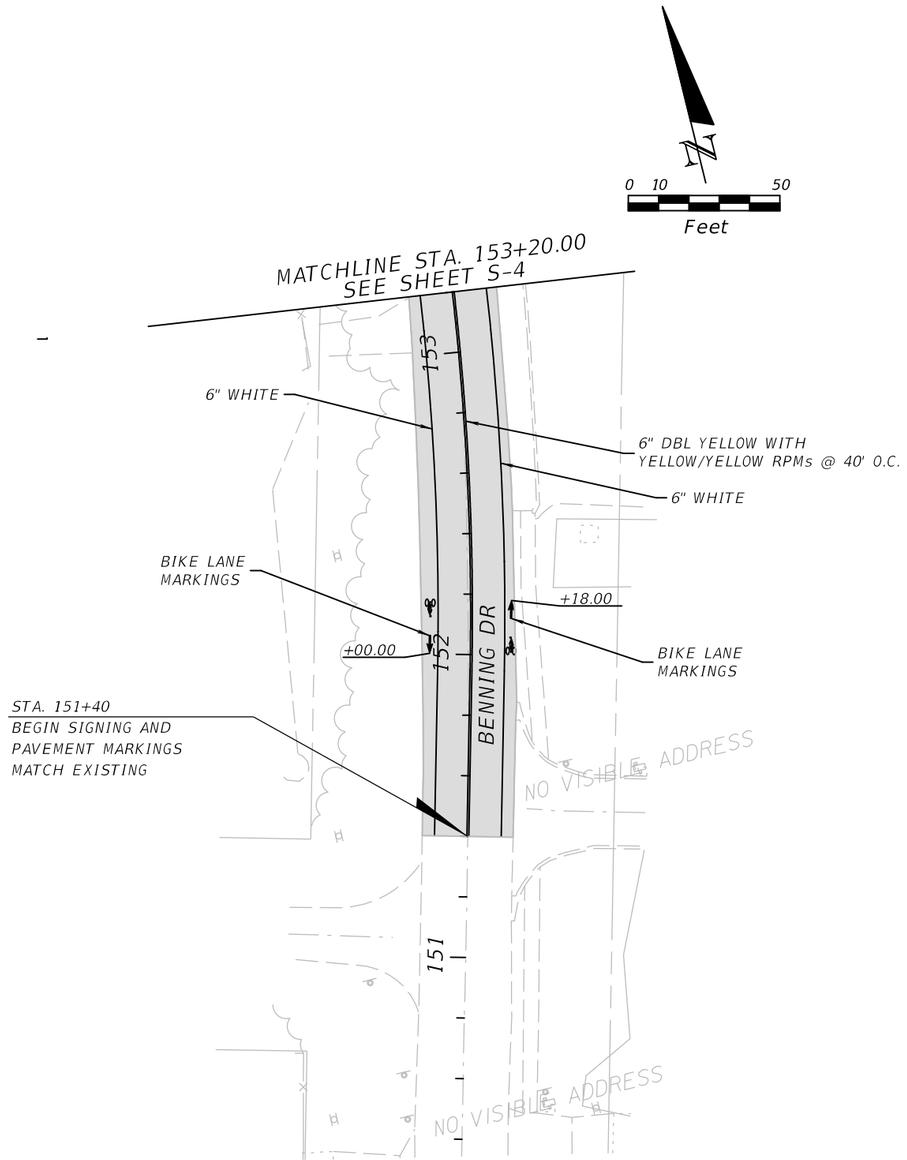
EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



BENNING DRIVE



BENNING DRIVE

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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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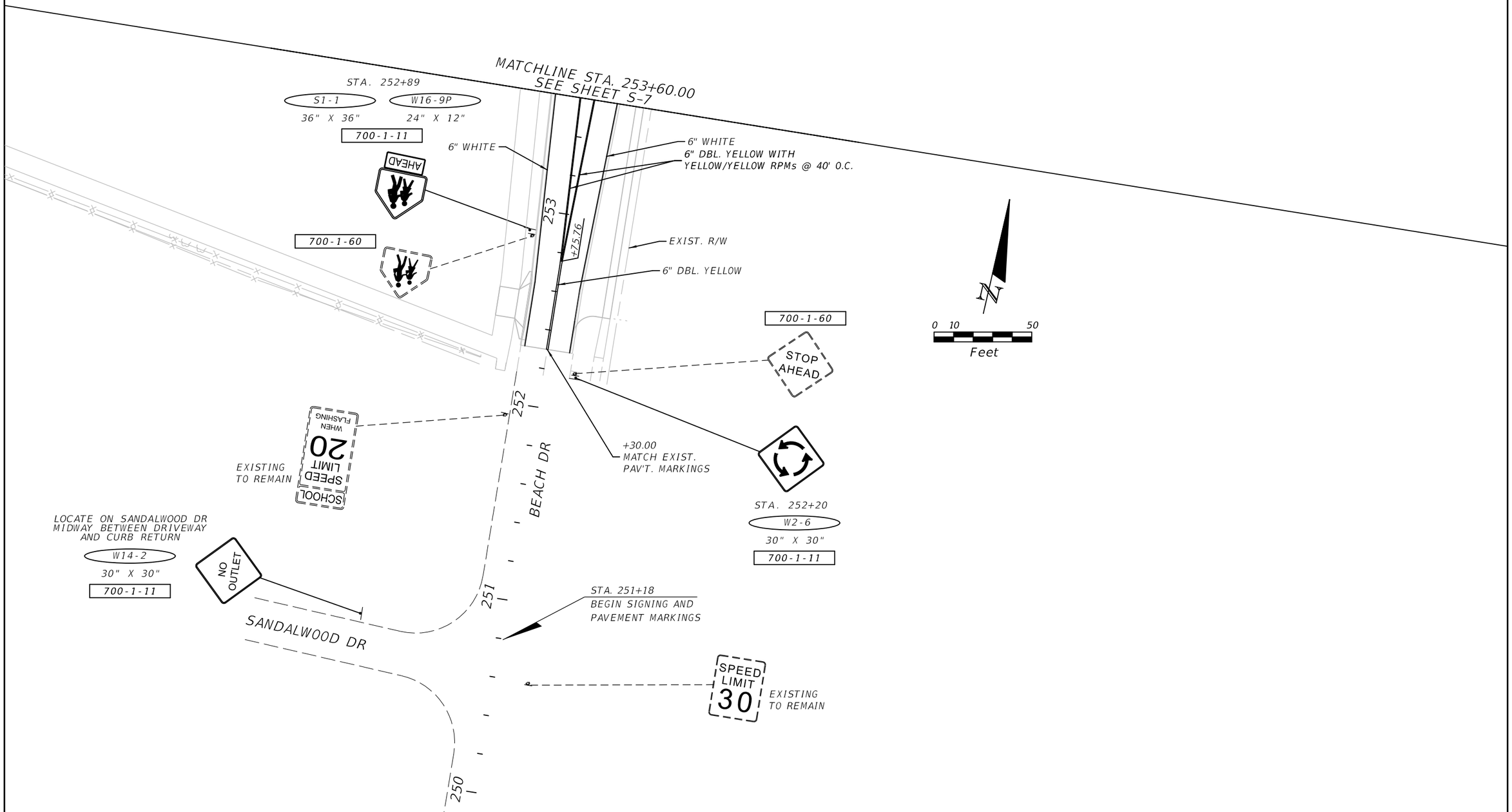
EXHIBIT C - SIGNING AND PAVEMENT MARKING PLANS



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.

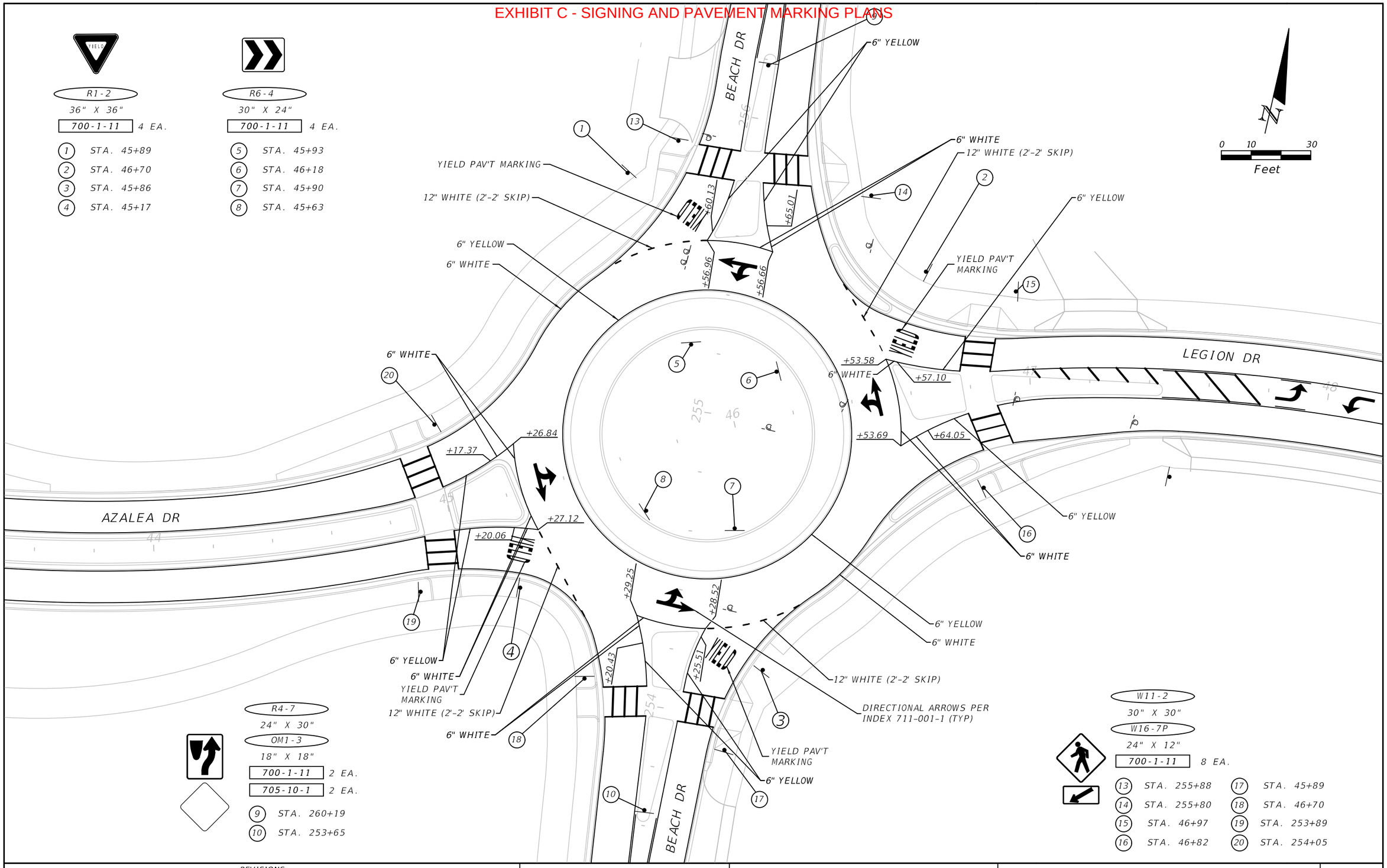
5 STA. 45+93
6 STA. 46+18
7 STA. 45+90
8 STA. 45+63

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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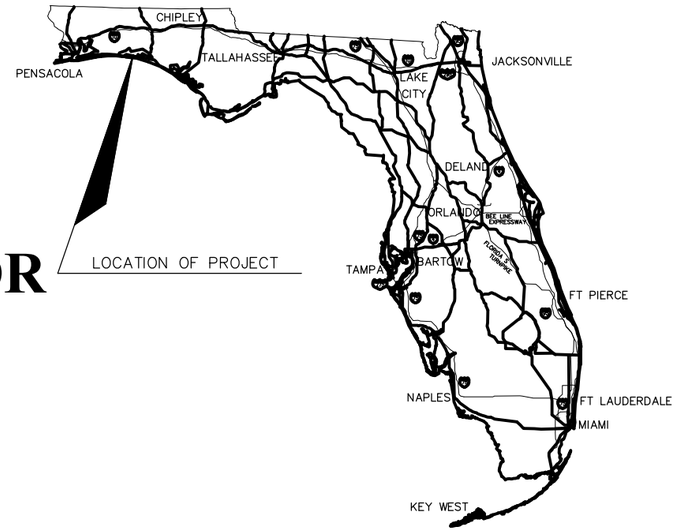
EXHIBIT D - LIGHTING PLANS

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

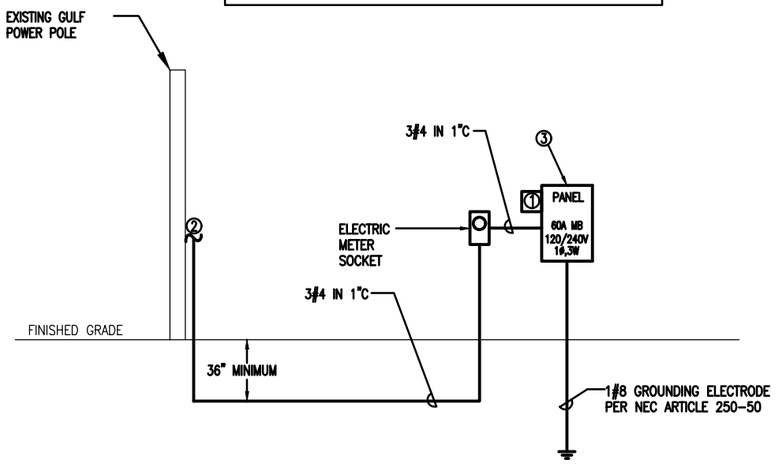
PANELS AND POWER

- 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

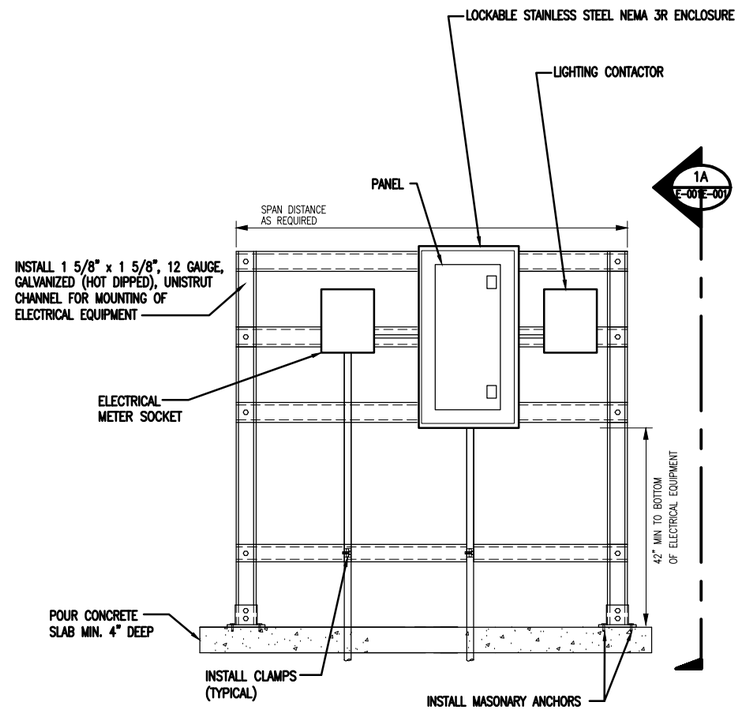
NOT TO SCALE

SITE POWER RISER DIAGRAM KEYNOTES:

① SURGE SUPPRESSOR;

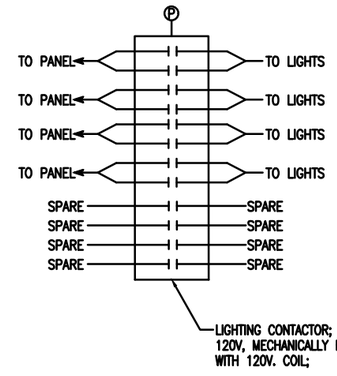
② 3#4 IN 1"C; COORDINATE EXACT CONNECTION WITH GULF POWER PRIOR TO CONSTRUCTION.

③ LOCKABLE STAINLESS STEEL NEMA 3R ENCLOSURE



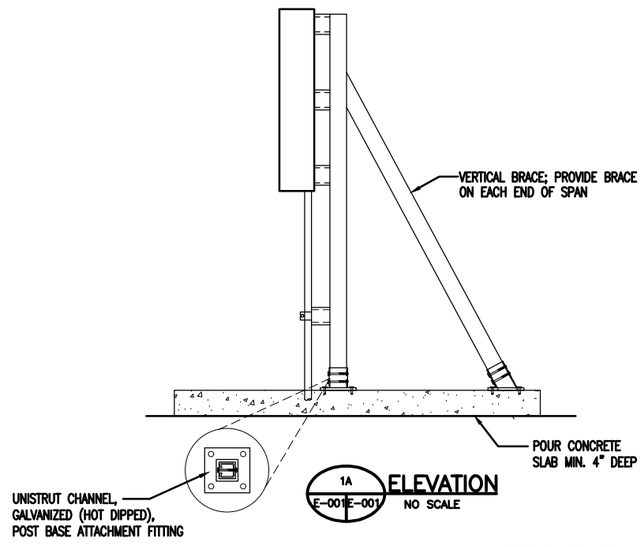
TYPICAL PANEL MOUNTING DETAIL

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

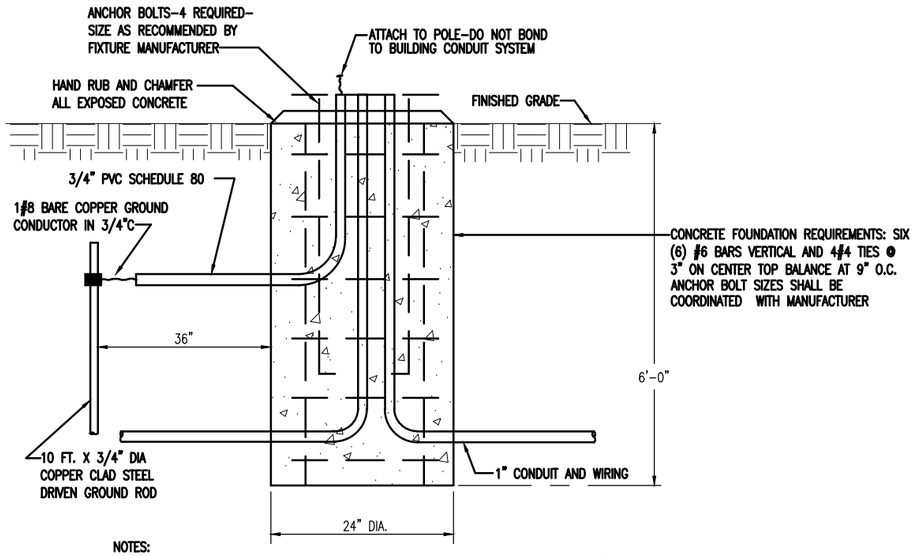
BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 21-061

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

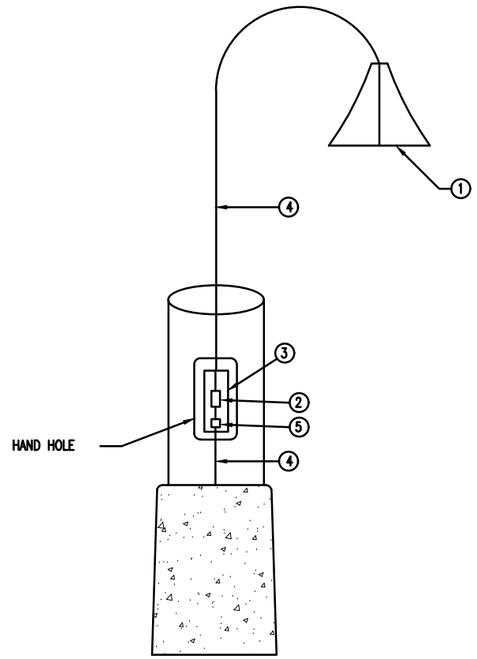
– VERIFY BOLT CIRCLE PATTERN WITH MANUFACTURER

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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REVISIONS			
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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

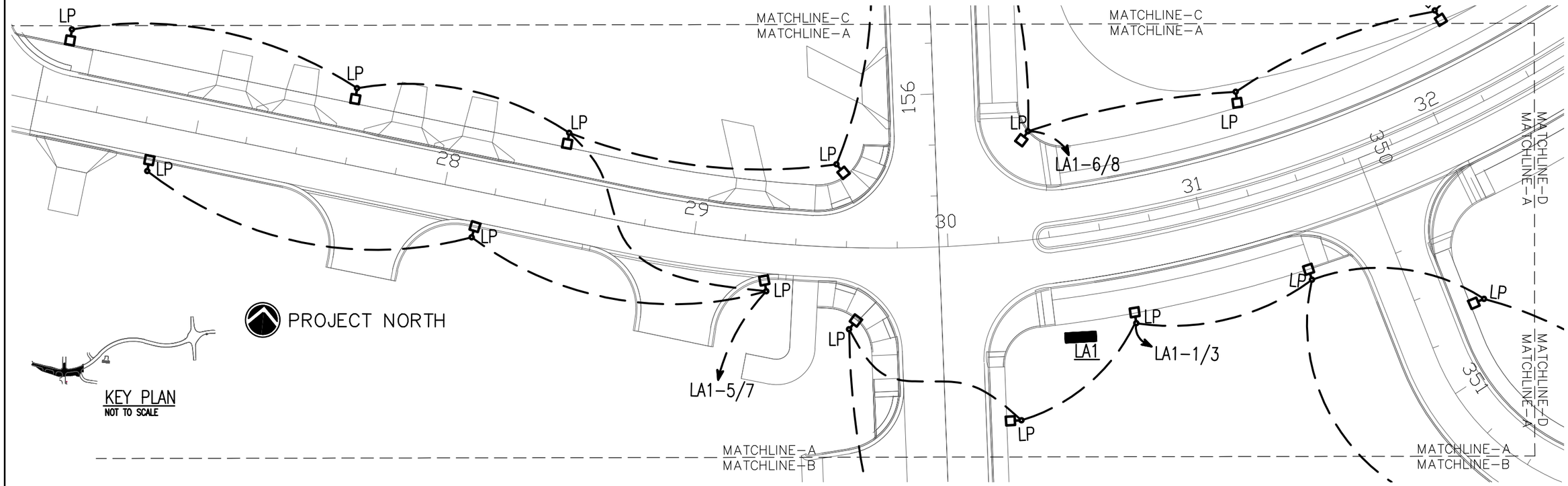
ATKINS

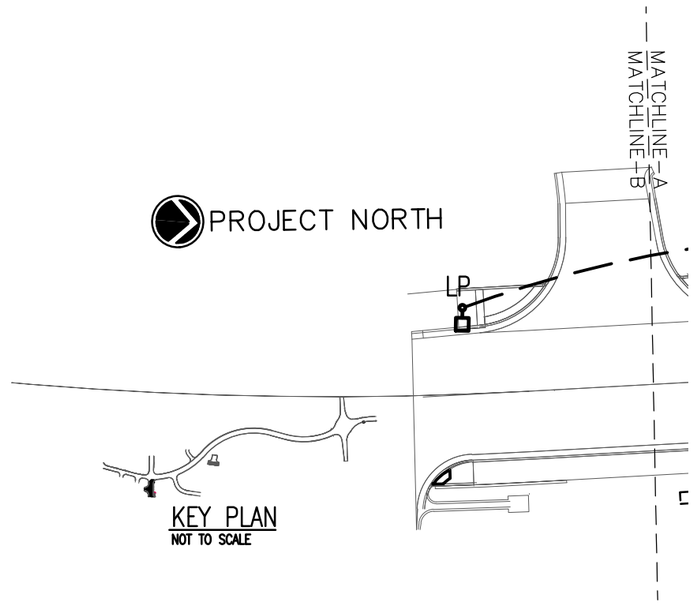
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

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"

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

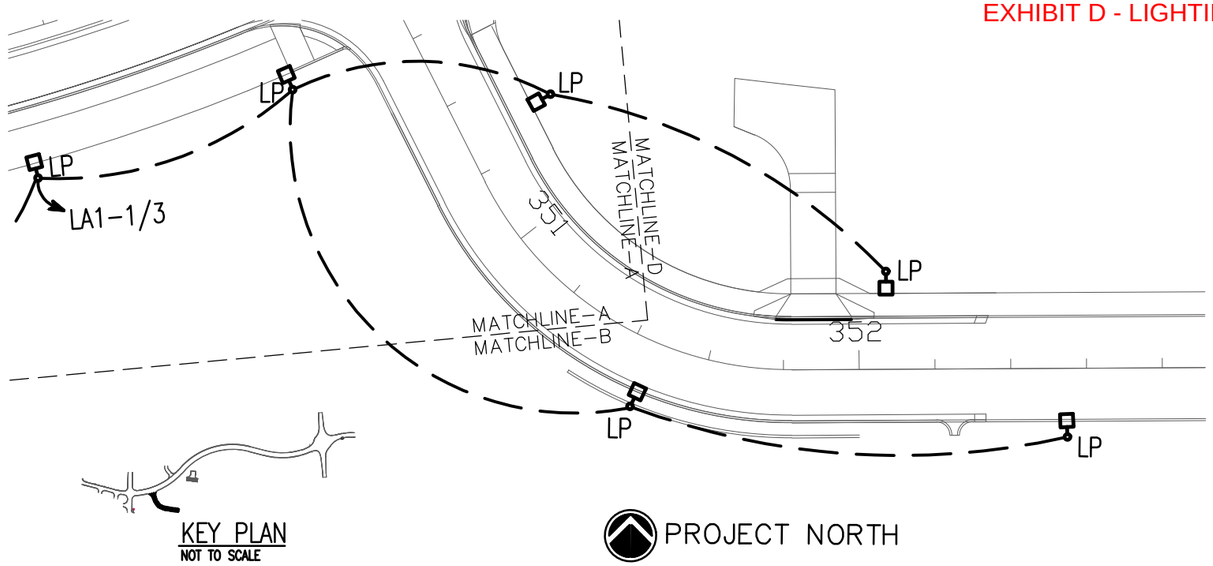
ATKINS

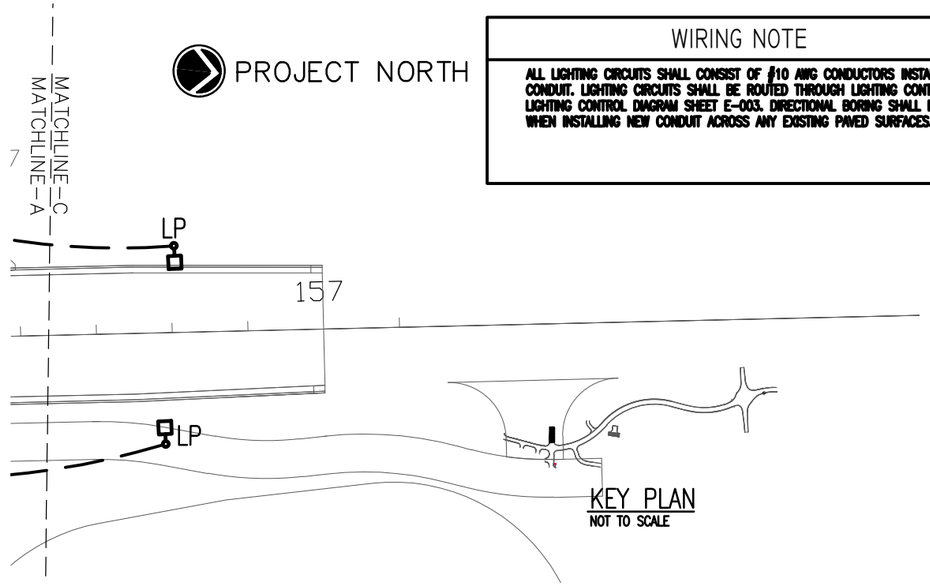
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

STREET LIGHTING PLAN A–B

SHEET NO.
E–100

EXHIBIT D - LIGHTING PLANS





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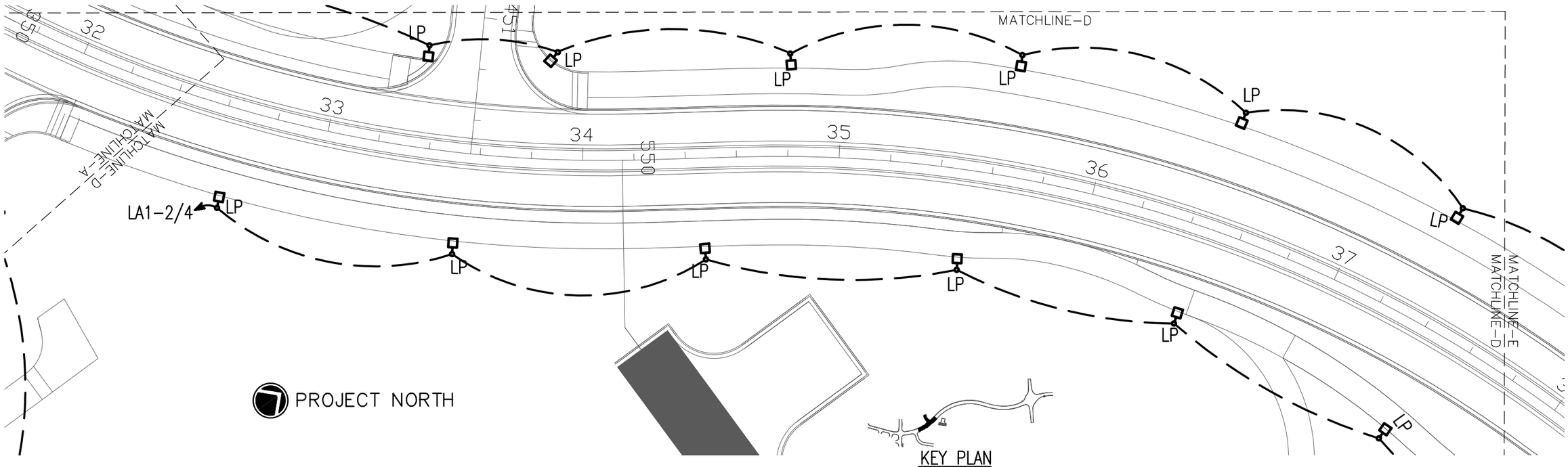

40' 0' 40' 80'
SCALE: 1"=40'-0"

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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

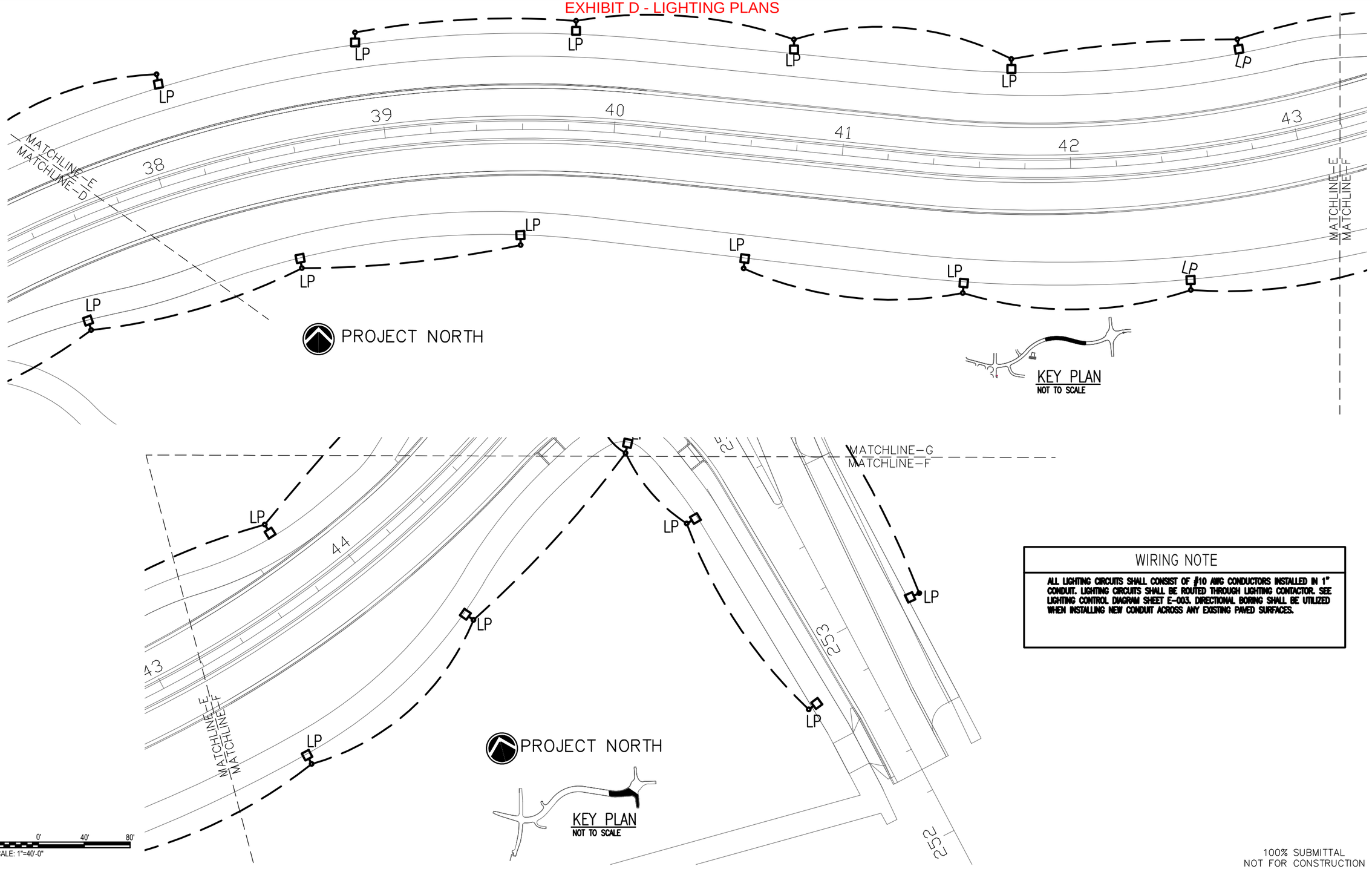
ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

STREET LIGHTING PLAN C-D

SHEET NO.
E-101

EXHIBIT D - LIGHTING PLANS



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

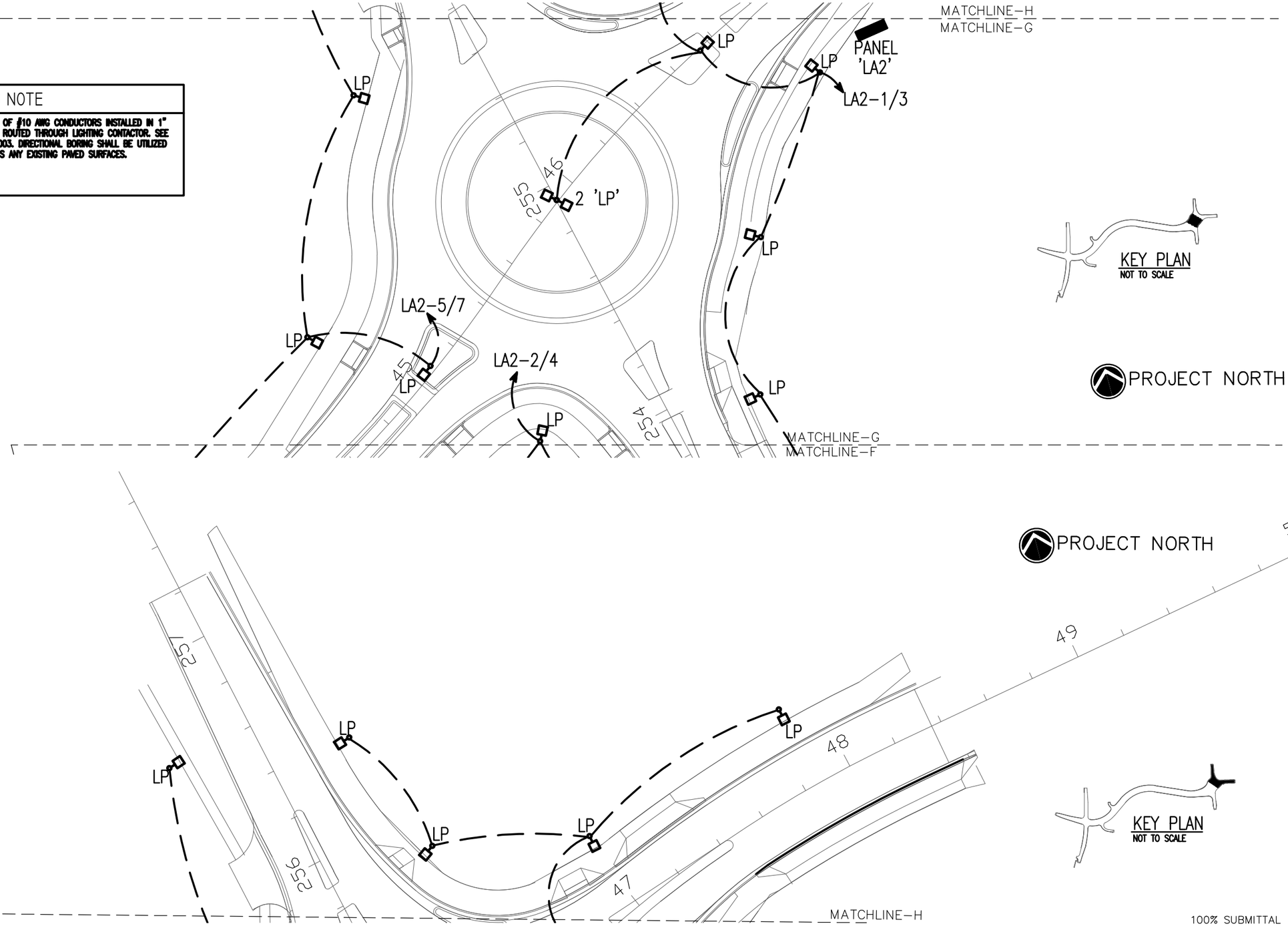
STREET LIGHTING PLAN E-F

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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NOT FOR CONSTRUCTION

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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 G–H

SHEET NO.
E–103

EXHIBIT E - LANDSCAPE PLANS

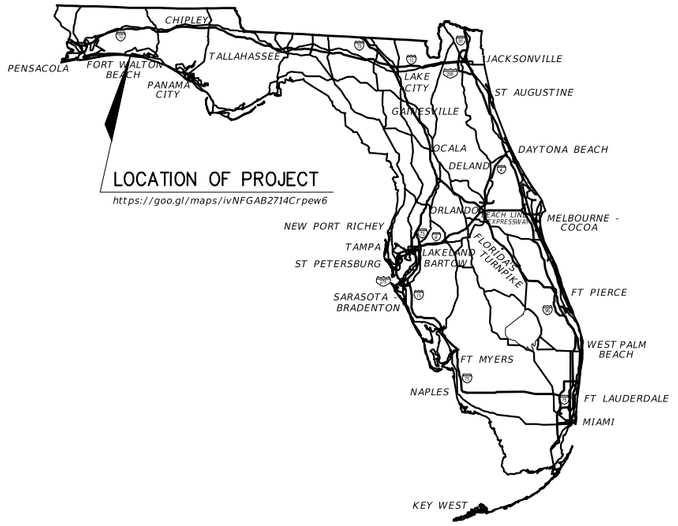
CITY OF DESTIN

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:

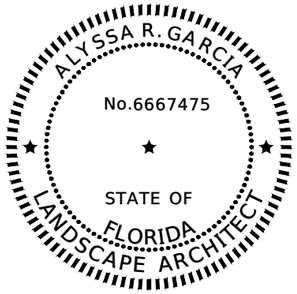
ALYSSA R. GARCIA
R.L.A. NO.: 6667475
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO,FL 32810
CONTRACT NO.:
VENDOR NO.:

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.
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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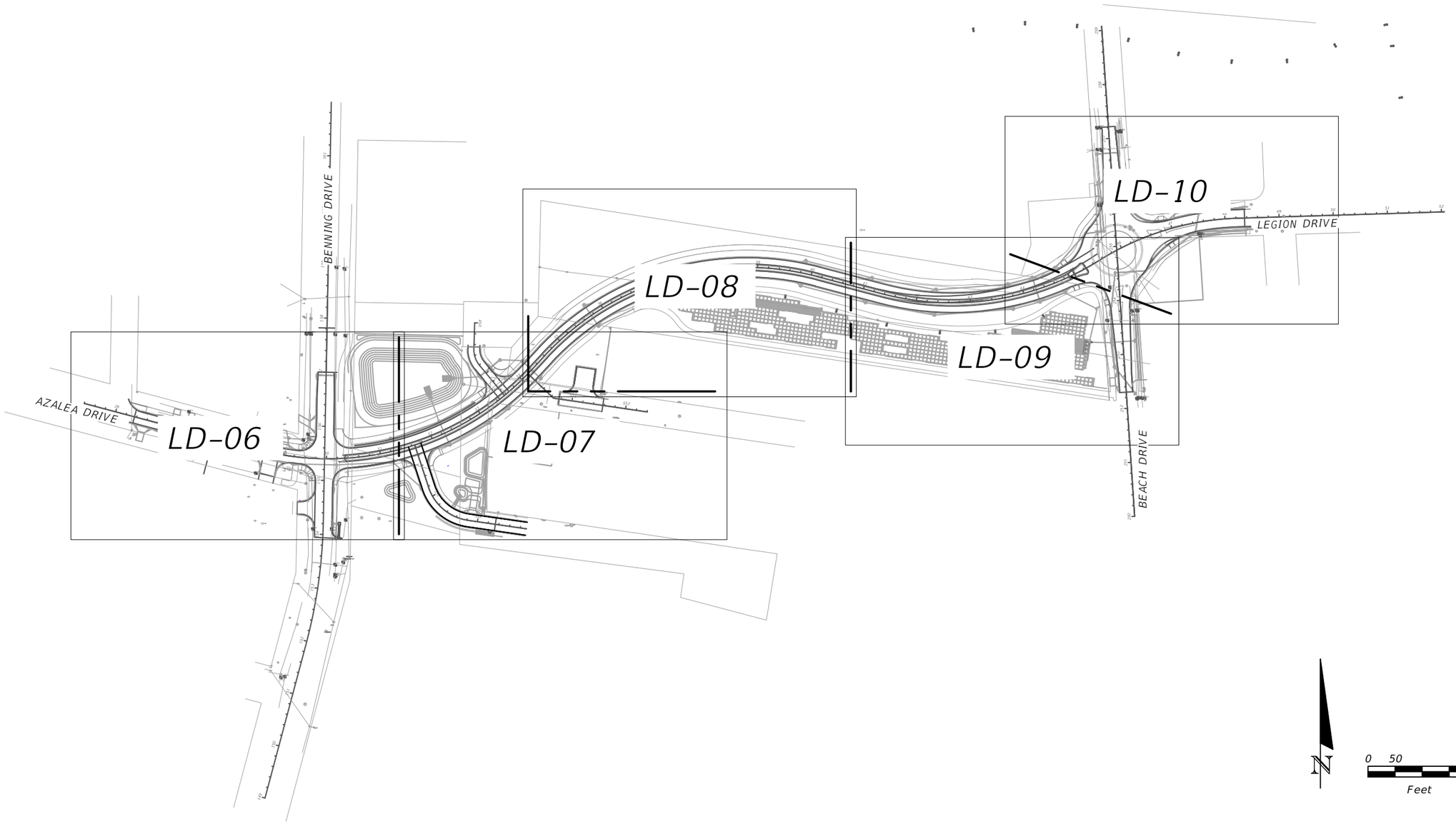
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE SCHEDULE

SHEET NO. LD-04

EXHIBIT E - LANDSCAPE PLANS



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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LAYOUT PLAN

SHEET NO.

LD-05

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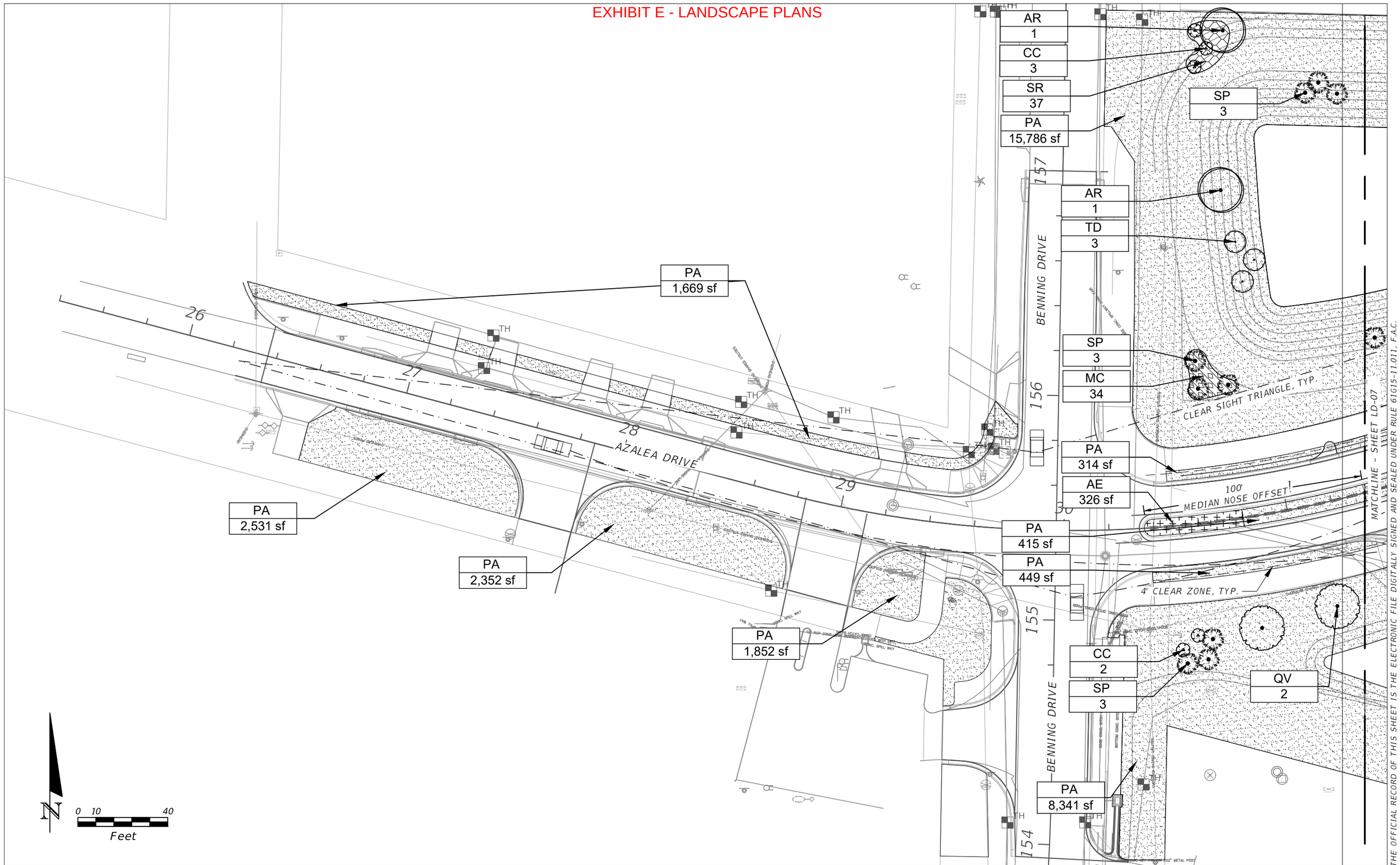

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MATCHLINE - SHEET LD-07

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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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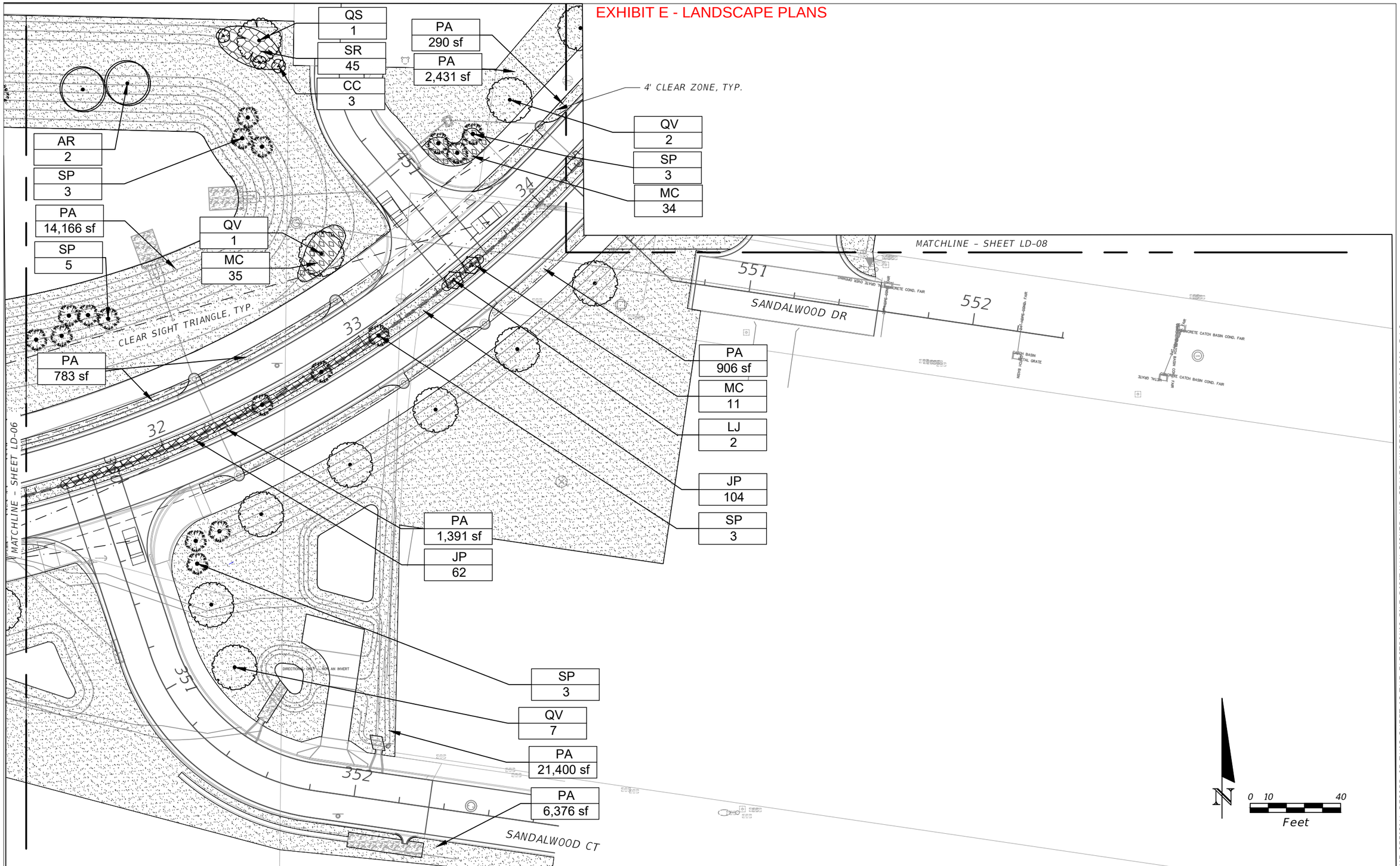

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO.
LD-07

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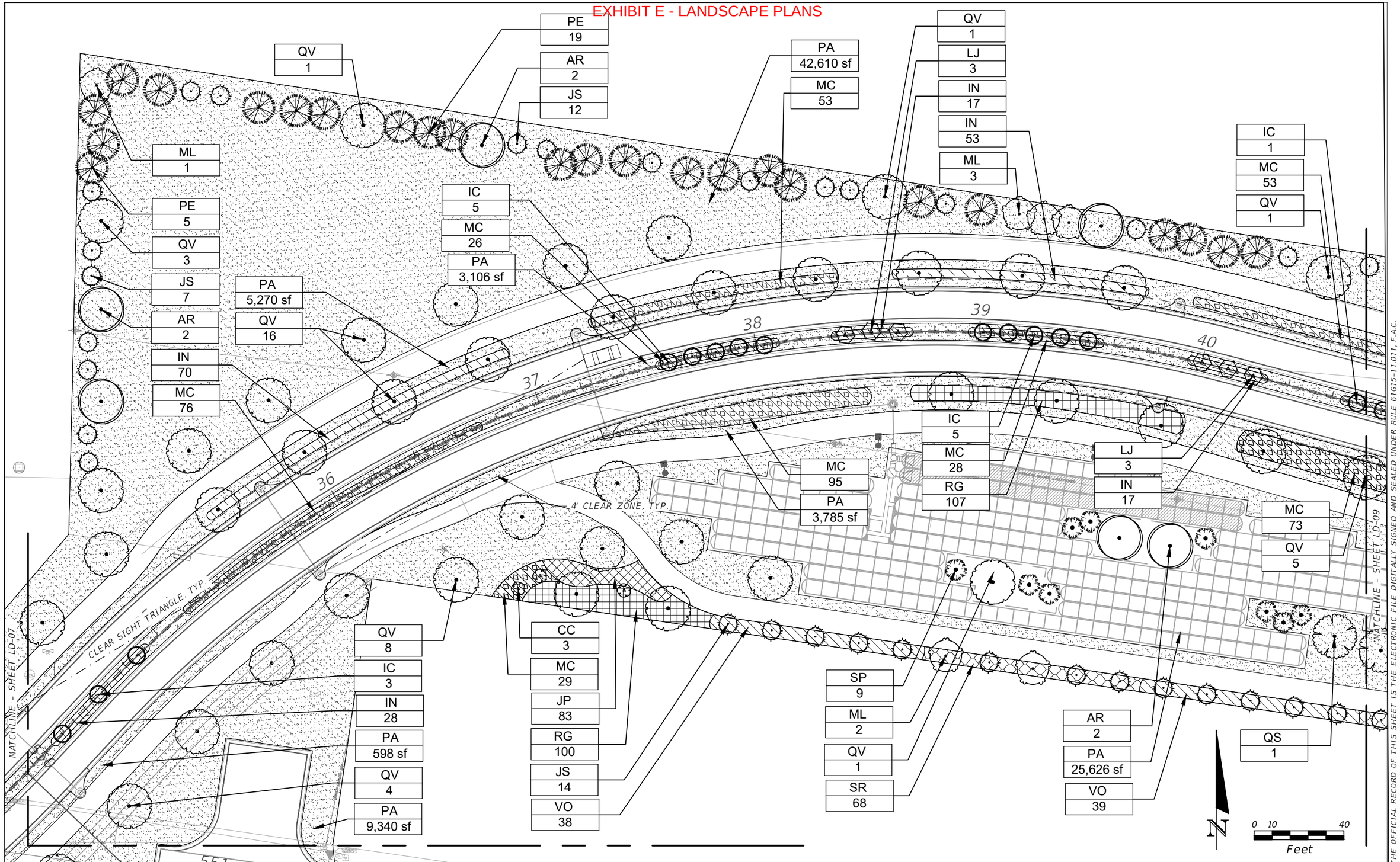

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CITY OF DESTIN

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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COUNTY	CONSTRUCTION PLANS FOR:
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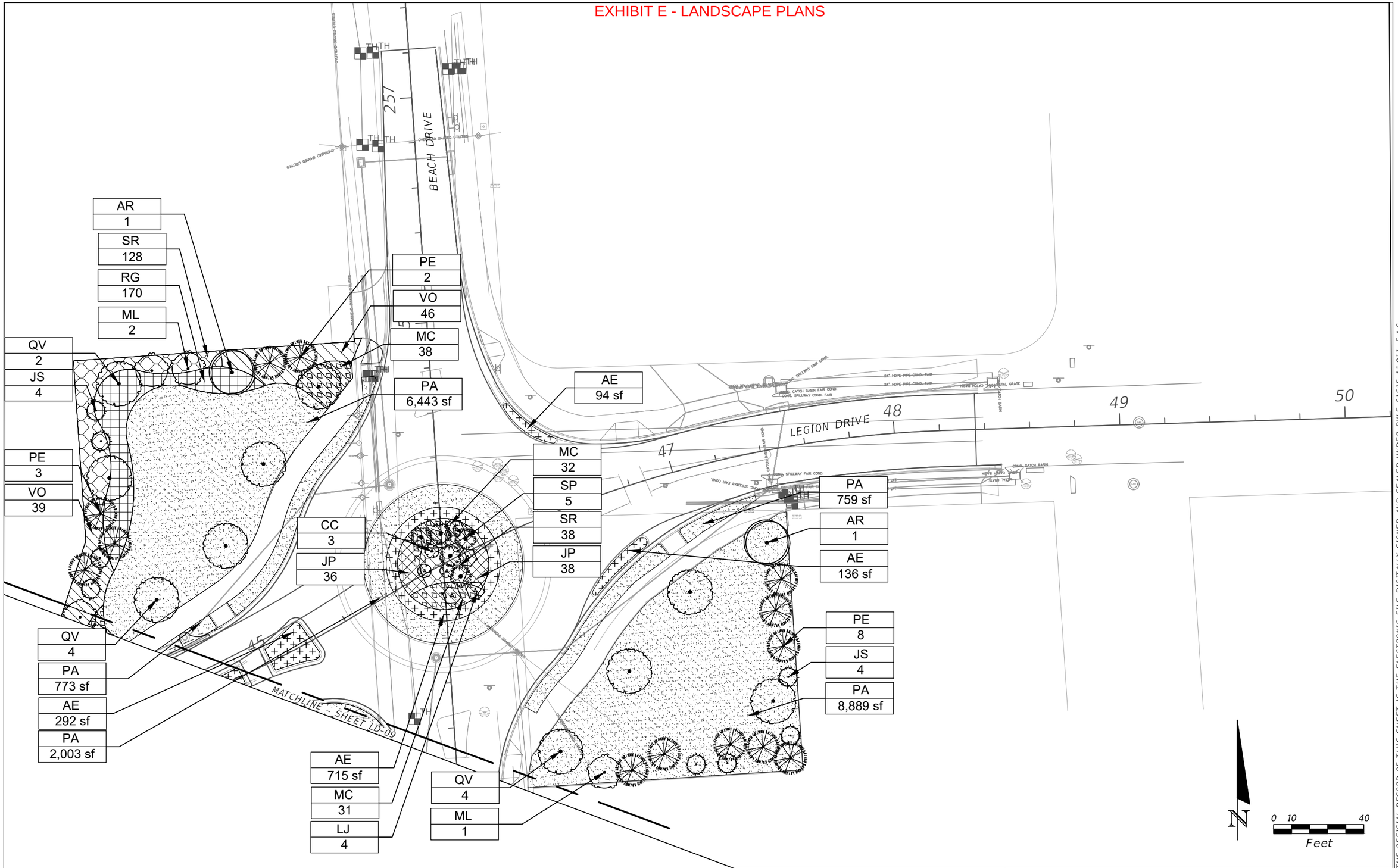
LANDSCAPE PLANS

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

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.

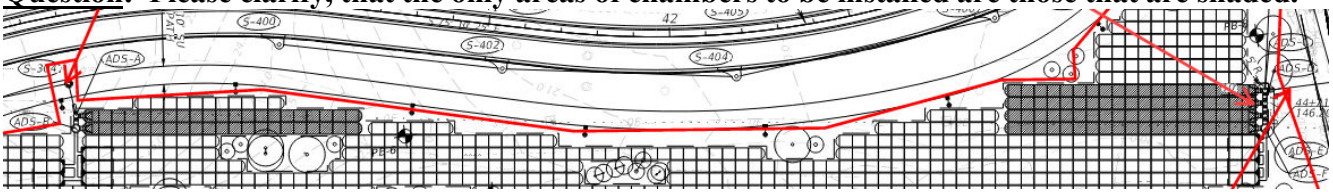
Question: Will this project require Davis bacon, owner paid materials and what are the liquidated damages for this project?

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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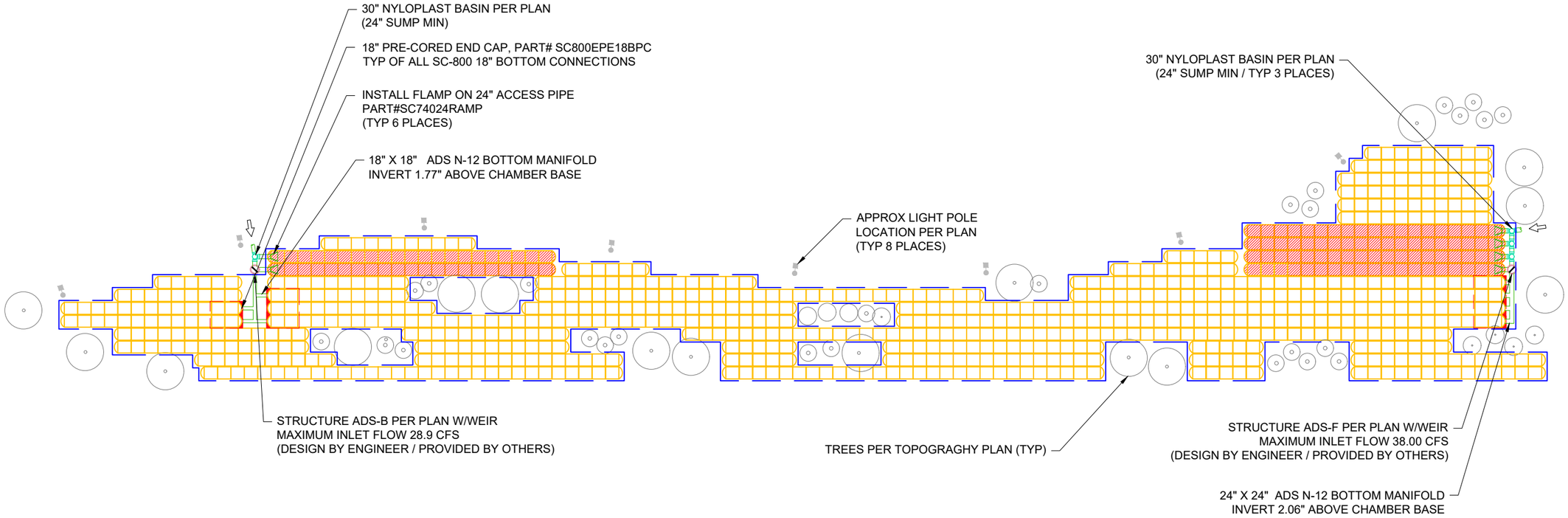
PROPOSED LAYOUT

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

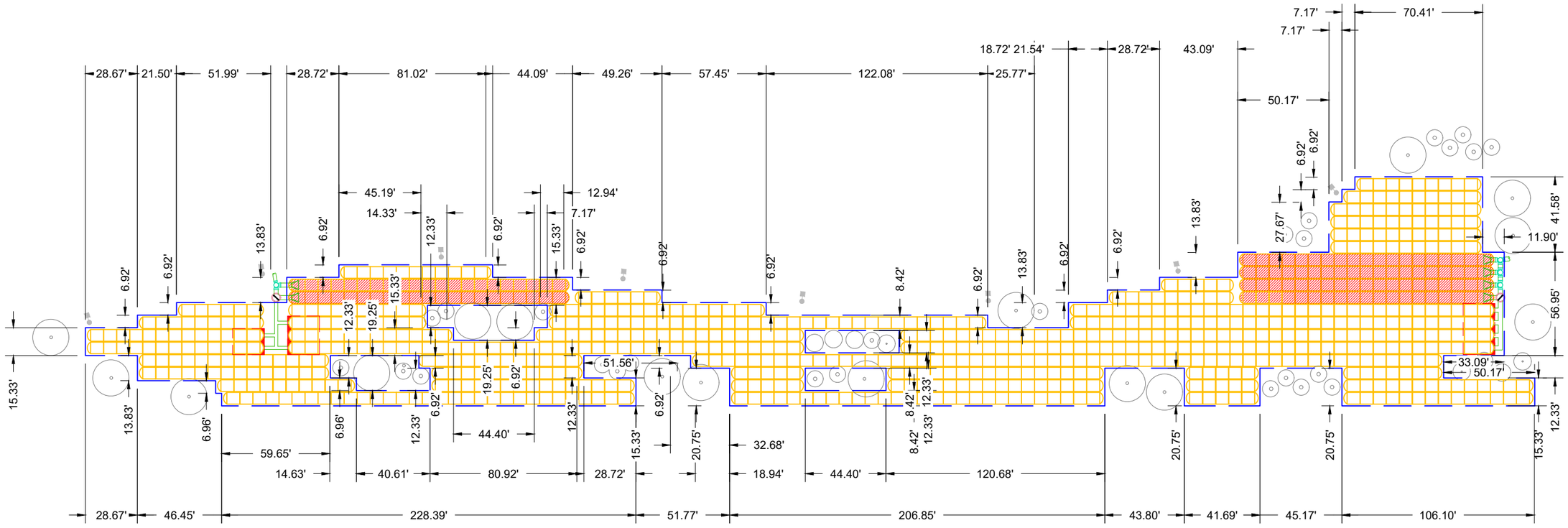
DATE	DWN	CHK
5/7/2025	SVO	JPR

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.



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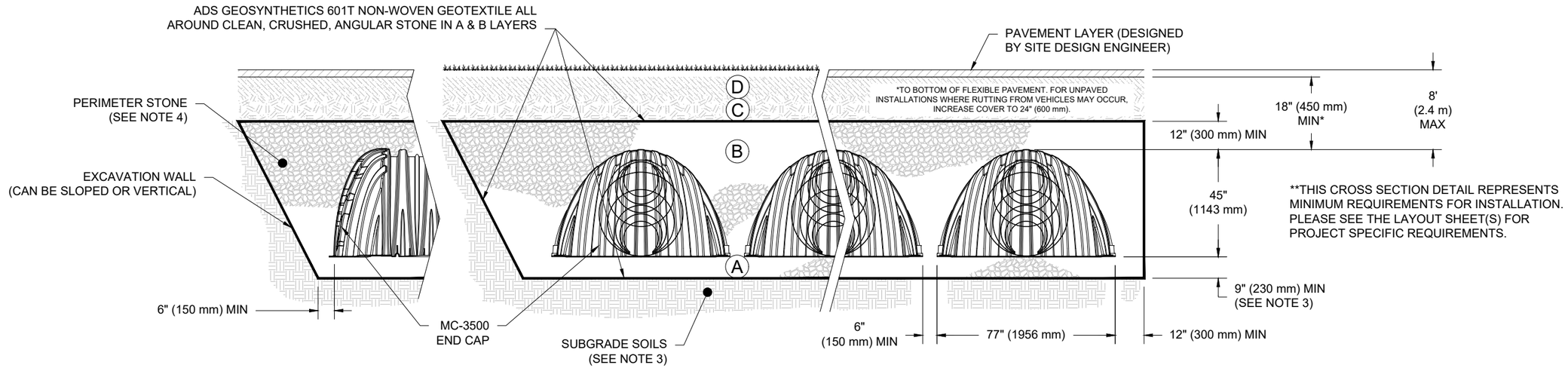
ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

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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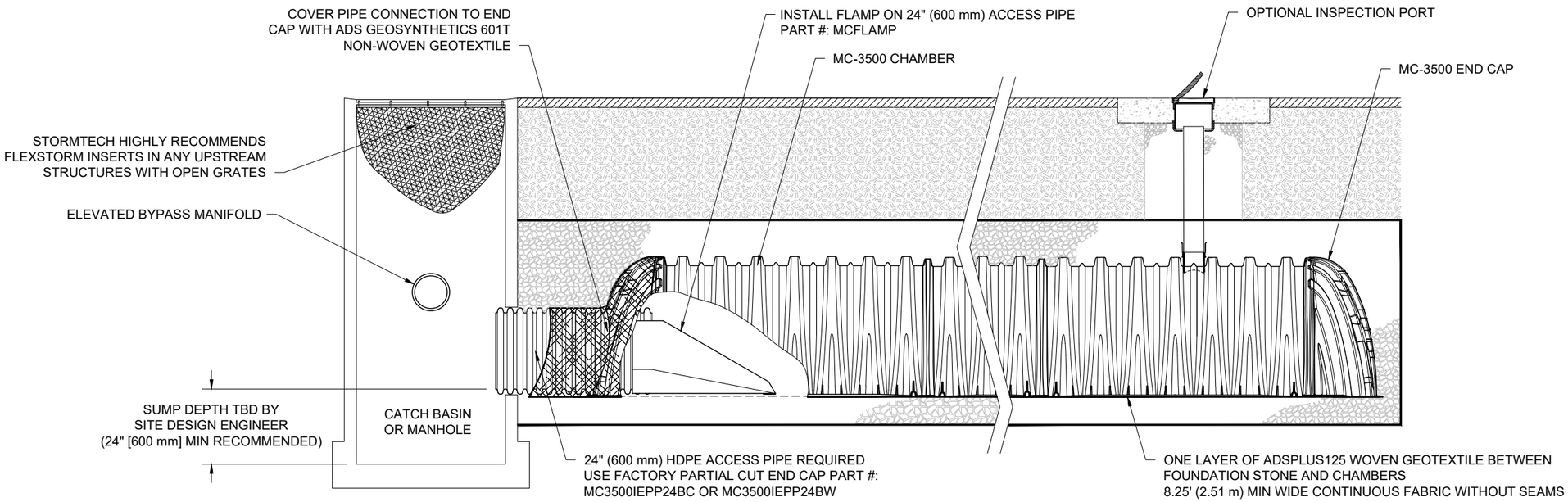

MC-3500 ISOLATOR ROW PLUS DETAIL
NTS

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.

DESTIN CROSS TOWN CONNECTOR
DESTIN, FL

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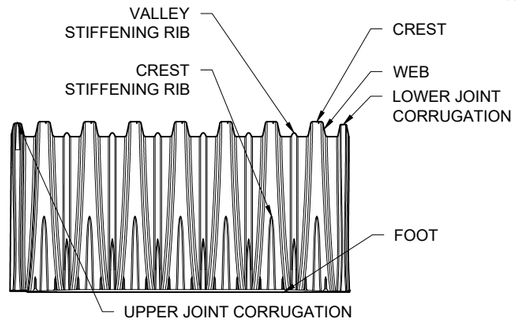
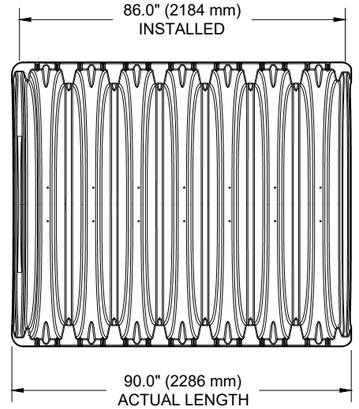
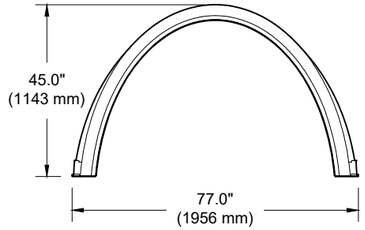
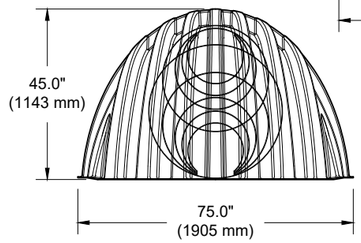
MC-3500 TECHNICAL SPECIFICATION

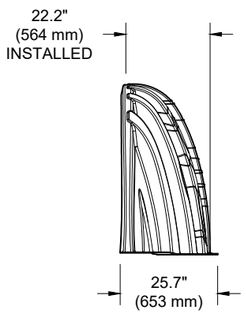
NTS











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

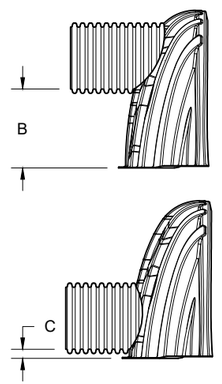
SIZE (W X H X INSTALLED LENGTH)	75.0" X 45.0" X 22.2"	(1905 mm X 1143 mm X 564 mm)
END CAP STORAGE	14.9 CUBIC FEET	(0.42 m³)
MINIMUM INSTALLED STORAGE*	45.1 CUBIC FEET	(1.28 m³)
WEIGHT	49 lbs.	(22.2 kg)

*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)

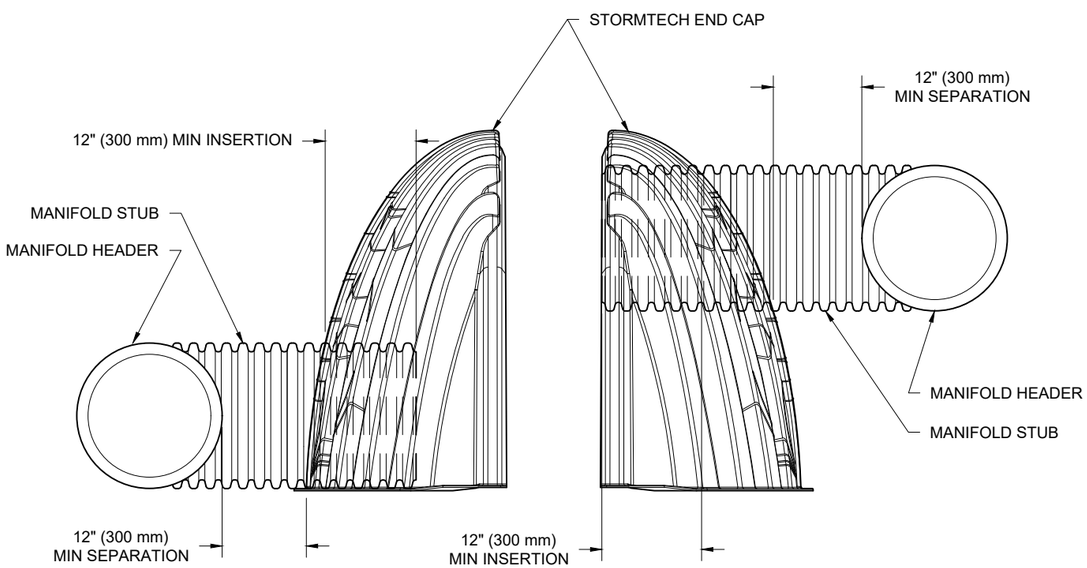
NOTE: ALL DIMENSIONS ARE NOMINAL



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.

DESTIN CROSS TOWN CONNECTOR
DESTIN, FL
DATE: 10/04/22 DRAWN: NSL
PROJECT #: S317945 CHECKED: CJD

DATE	DWN	CHK
5/7/2025	SVO	JPR

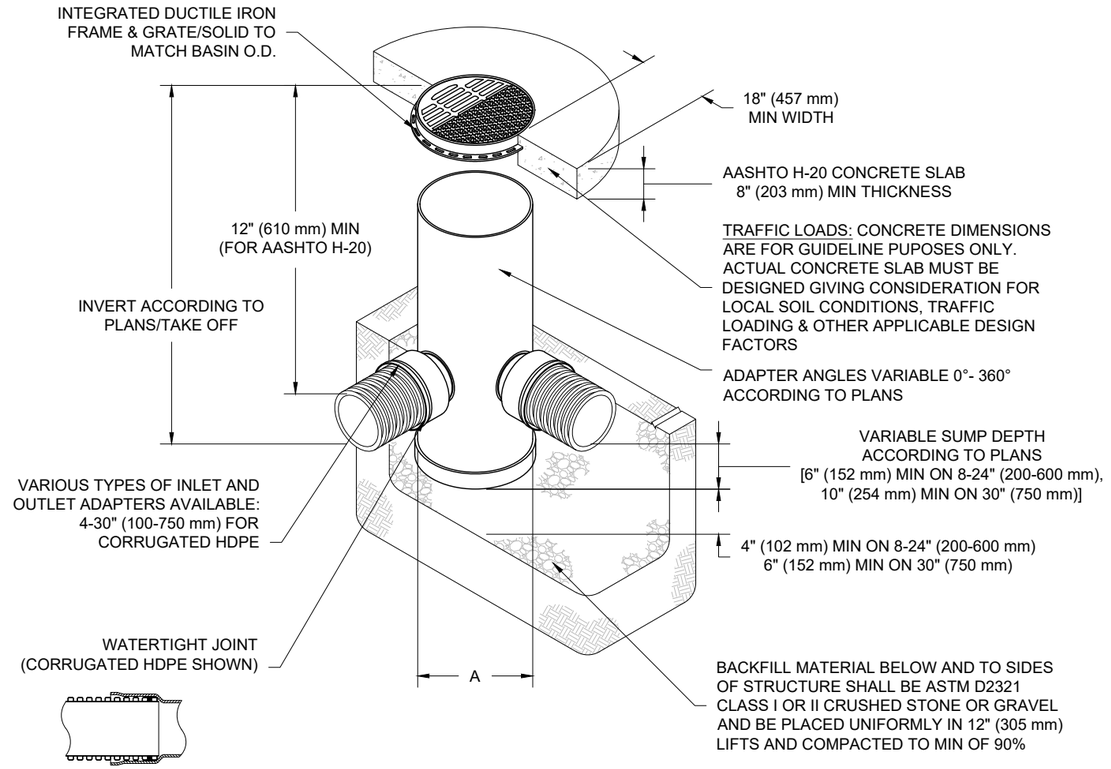
StormTech® Chamber System

4640 TRUEMAN BLVD
HILLIARD, OH 43026

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.

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

DATE: 10/04/22 | DRAWN: NSL | CHECKED: CJD

PROJECT #: S317945

DATE	DWN	CHK
5/7/2025	SVO	JPR

Nyloplast®

770-932-2443 | WWW.NYLOPLAST-US.COM

4640 TRUEMAN BLVD
HILLIARD, OH 43026

ADS

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.

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

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

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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.

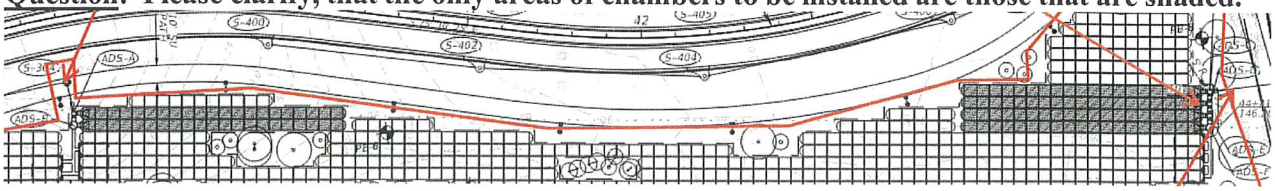
Question: Will this project require Davis bacon, owner paid materials and what are the liquidated damages for this project?

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.

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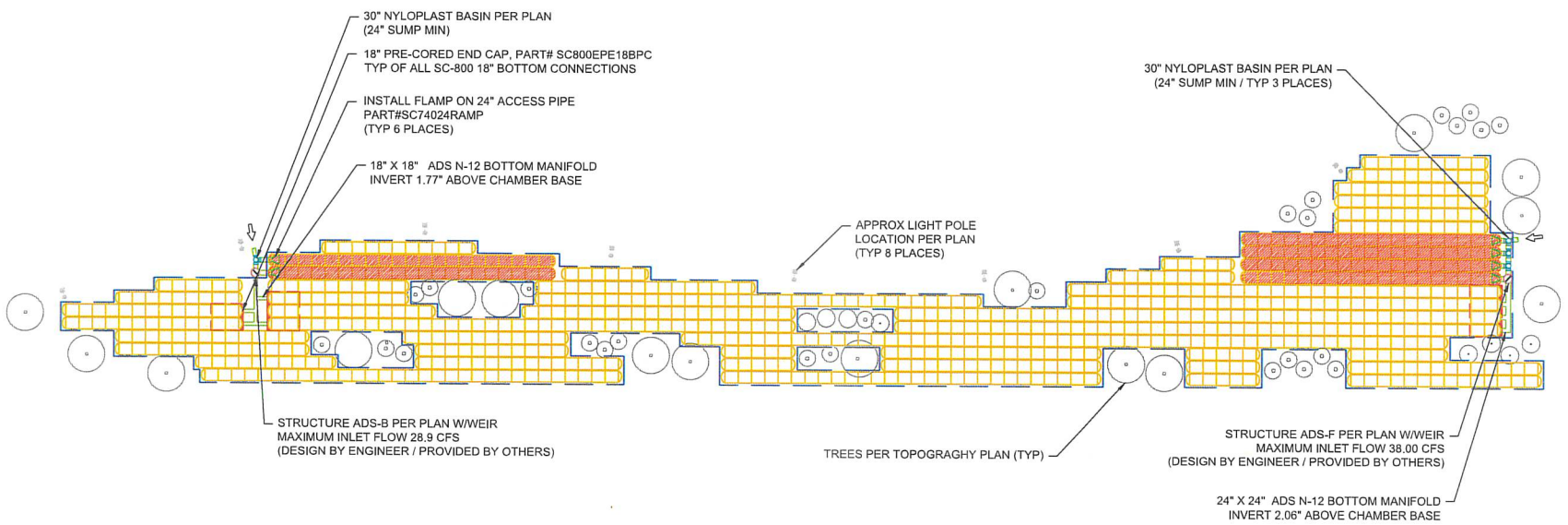
PROPOSED LAYOUT

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
PROJECT #: S317945 | CHECKED: CJD

DATE	DWN	CHK
5/7/2025	SVO	JPR

StormTech® Chamber System

4640 TRUEMAN BLVD
HILLIARD, OH 43026

0 60' 120'

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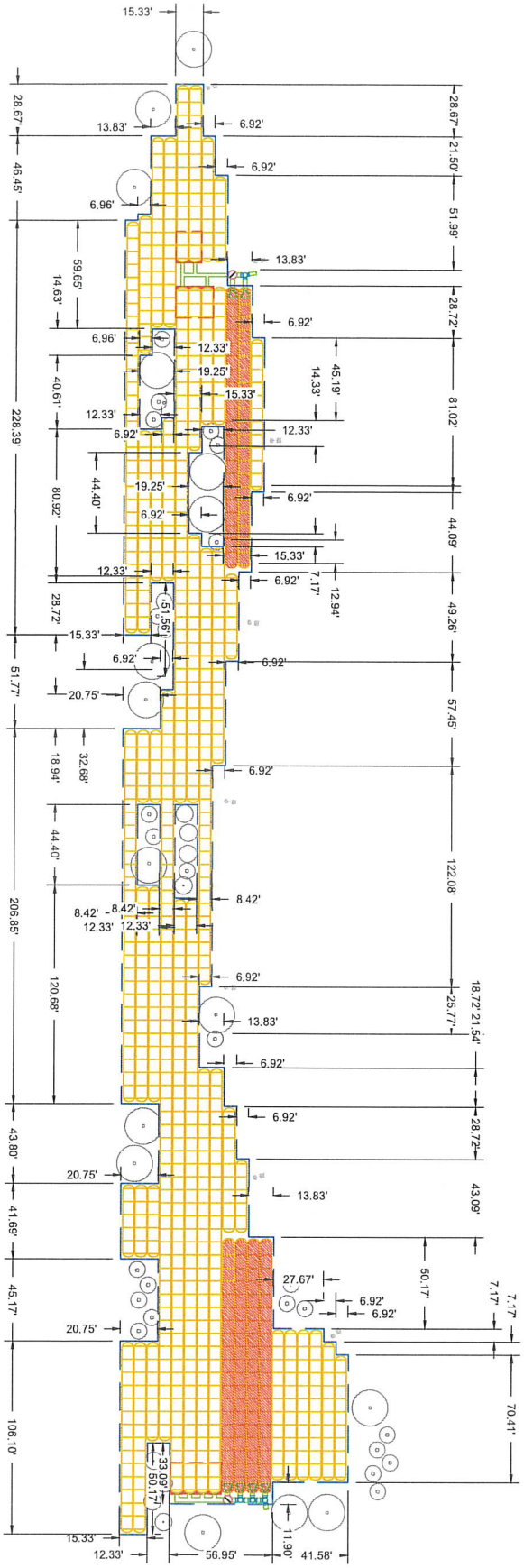

SHEET 3 OF 7	ADS 4640 TRUEMAN BLVD HILLIARD, OH 43026	StormTech® Chamber System		DATE 5/7/2025	DESTIN CROSS TOWN CONNECTOR
	0 60' 120'			DWN SVO	DESTIN, FL
				CHK JPR	DATE: 10/04/22 DRAWN: NSL
					PROJECT #: S317945 CHECKED: CJD

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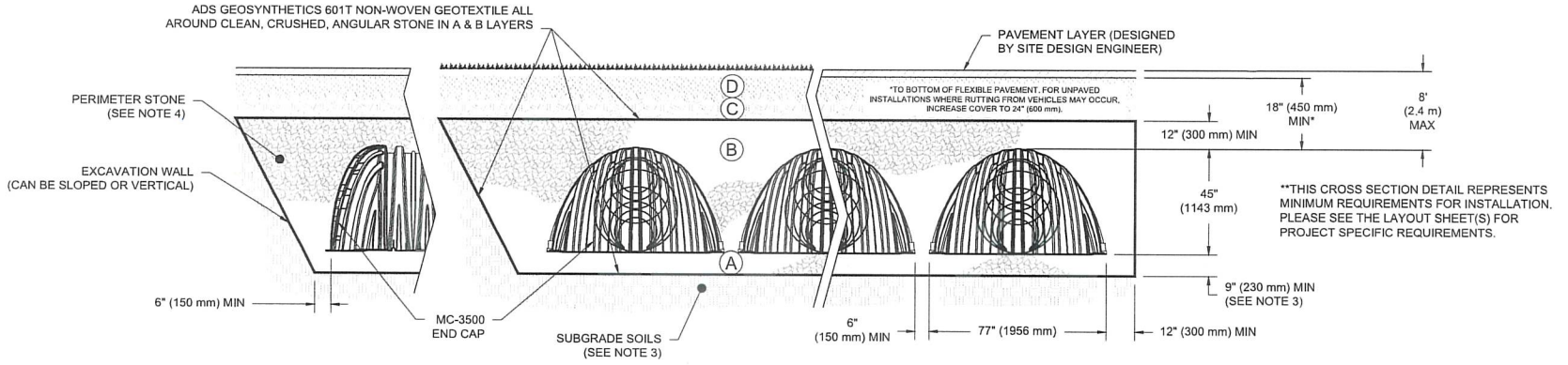
ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS

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.

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StormTech® Chamber System

4640 TRUEMAN BLVD
HILLIARD, OH 43026

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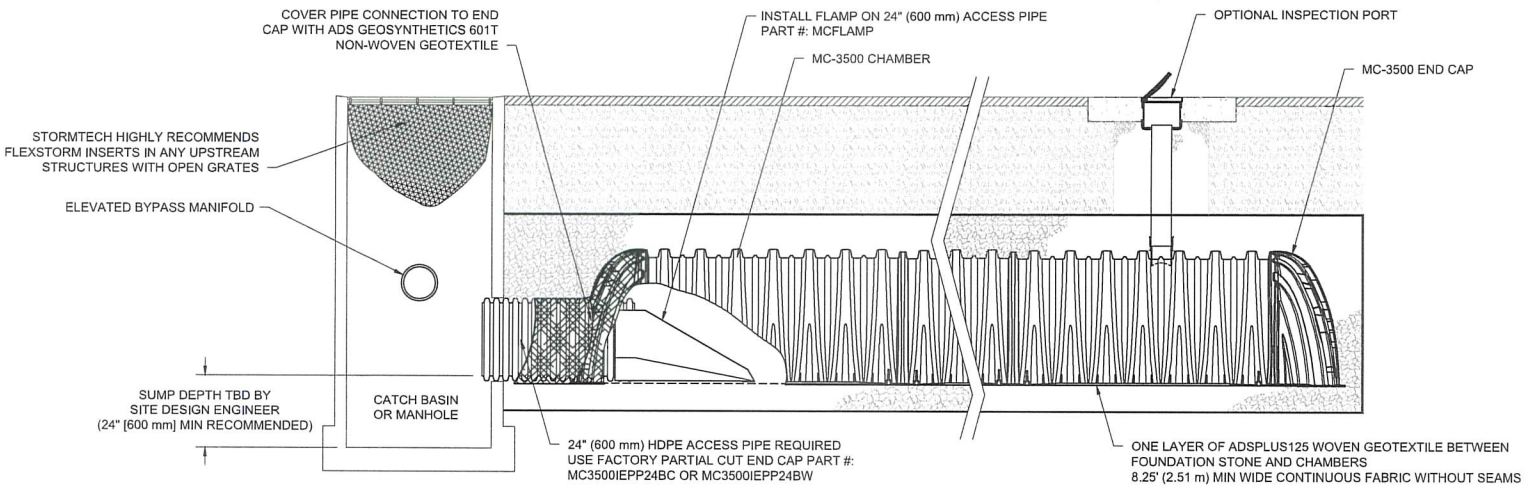

MC-3500 ISOLATOR ROW PLUS DETAIL
NTS

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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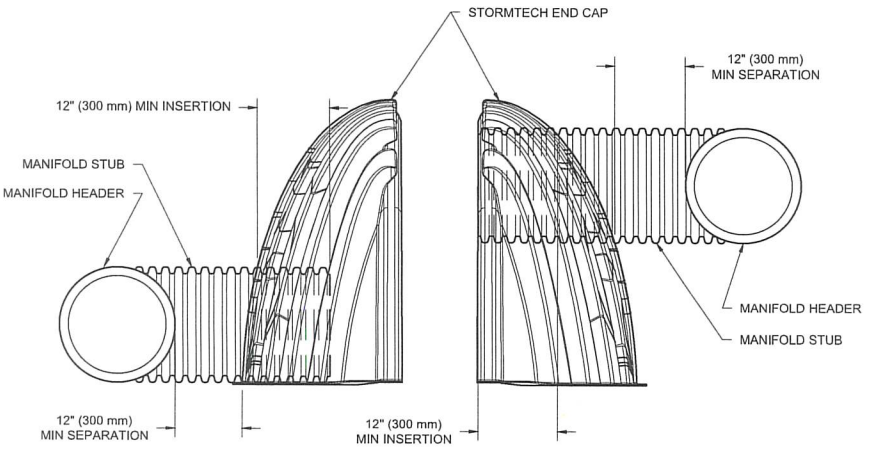
MC-SERIES END CAP INSERTION DETAIL

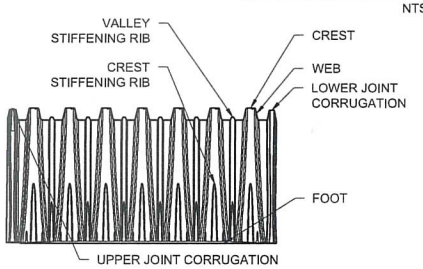
NTS

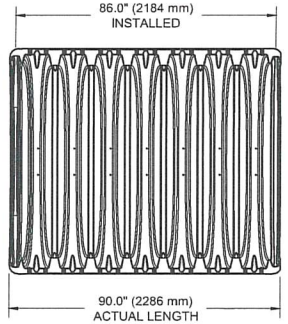


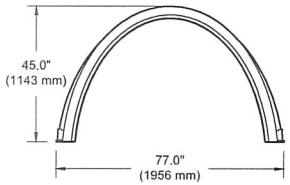
NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

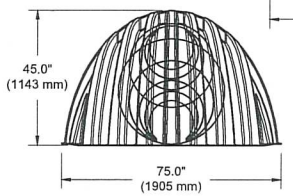
MC-3500 TECHNICAL SPECIFICATION

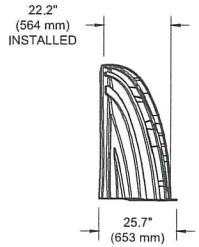
NTS











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

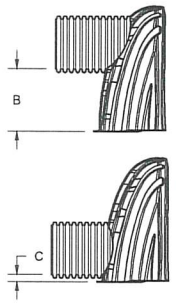
SIZE (W X H X INSTALLED LENGTH)	75.0" X 45.0" X 22.2"	(1905 mm X 1143 mm X 564 mm)
END CAP STORAGE	14.9 CUBIC FEET	(0.42 m³)
MINIMUM INSTALLED STORAGE*	45.1 CUBIC FEET	(1.28 m³)
WEIGHT	49 lbs.	(22.2 kg)

*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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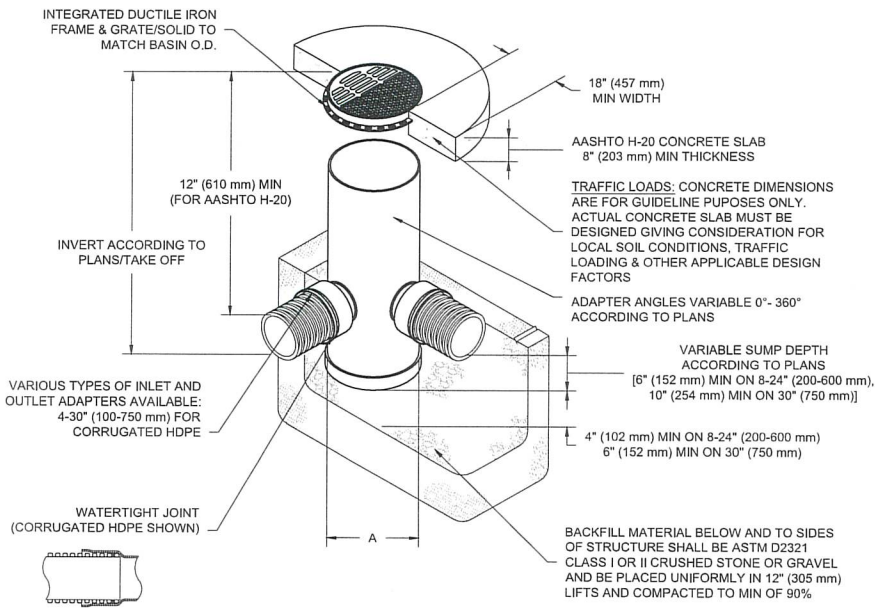
NYLOPLAST DRAIN BASIN

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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PROJECT #: S317945 CHECKED: CJD

DATE	DWN	CHK
5/7/2025	SVO	JPR

Nyloplast®

4640 TRUEMAN BLVD
HILLIARD, OH 43026

770-932-2443 | WWW.NYLOPLAST-US.COM

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS STORMTECH UNDER THE DIRECTION OF THE PROJECT'S ENGINEER OF RECORD (EOR) FOR 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 CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE EOR TO ENSURE THAT THE PRODUCT(S) SPECIFIED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

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

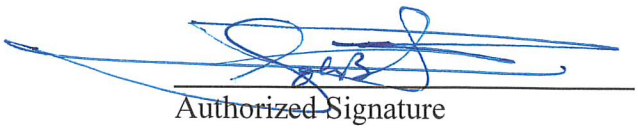
DIRECTIONS: *All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Destin must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1,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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

BIDDER NAME: H&T Contractors, LLC

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					$	$
					$	$
				SECTION 3 - STORM DRAINAGE SYSTEM		
					$	$
					$	$
				SECTION 4 - WATER & SEWER SYSTEMS		
					$	$
					$	$
					$	$
				SECTION 5 - MISCELLANEOUS		
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					$	$
					$	$
				TOTAL BASE BID:		$ 2,382,818.50

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Item No.		Unit	Amt	Description	Unit Price	Total Price
					$	$
					$	$
					$	$
					$	$
ALTERNATE BID ITEMS						
					$	$
					$	$
					$	$
				TOTAL ALTERNATE BID ITEMS:		$

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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.

ITEM # 2025-780

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: David Prichard, Community Development Director
Larry Jones , City Manager

FROM: Michael Burgess, Public Works Director

DATE: 06/23/2025

SUBJECT: Community Rating System Update - upgrading to a Class 5

I. BACKGROUND: The Community Rating System (CRS) is a voluntary incentive program administered by FEMA under the National Flood Insurance Program (NFIP). It encourages and rewards community floodplain management activities that exceed the minimum NFIP requirements. By participating in CRS (*Destin has participated in the CRS since 1994 and was first designated as a Class 6 in 2010*), communities can improve public safety, reduce flood damage, and receive discounted flood insurance premiums for residents.

Goals of the CRS
The CRS aims to:

- Reduce and avoid flood damage to insurable property.
- Strengthen and support the insurance aspects of the NFIP.
- Foster comprehensive floodplain management.

How It Works
Communities earn points for implementing a range of flood mitigation activities. Based on the total points earned, they are assigned a CRS class from 10 (lowest) to 1 (highest). Each class corresponds to a percentage discount on flood insurance premiums:

- Class 9 = 5% discount
- Class 8 = 10% discount
- Class 7 = 15% discount
- **Class 6 = 20% discount (Destin's current designation)**
- Class 5 = 25% discount

- ... Class 1 = 45% discount

Types of CRS Activities
CRS credits are grouped into four categories:

- Public Information (300 Series) – Outreach projects, flood map information, real estate disclosure.
- Mapping and Regulations (400 Series) – Higher regulatory standards, stormwater management.
- Flood Damage Reduction (500 Series) – Elevation projects, acquisition of flood-prone buildings.
- Warning and Response (600 Series) – Flood warning programs.

CRS and Flood Insurance
By improving a community's CRS class, residents and businesses benefit through lower premiums on their flood insurance policies, which can be a strong incentive for local governments to invest in proactive floodplain management.

NOTE: CRS discounts do not apply to policies on structures within the Coastal Barrier Resources Area.

II. DISCUSSION: The City of Destin currently holds a Class 6 rating under FEMA's Community Rating System (CRS), which provides residents up to a 20% discount on flood insurance premiums. Okaloosa County Emergency Management is leading a countywide effort to establish a **Program for Public Information (PPI)**, which would:

- Coordinate and expand public outreach and education on flood risks.
- Enhance CRS-eligible activities across all participating municipalities.
- Significantly improve documentation, stakeholder engagement, and inter-agency collaboration.

Destin has already contributed to this effort through staff participation and LMS coordination. Formal participation in the PPI and nomination of local representatives is a critical step toward a future Class 5 CRS designation, which would provide a 25% (additional 5%) discount on flood insurance premiums.

The PPI is designed as a multi-jurisdictional committee, in which each municipality appoints:

- One staff representative (Public Works/Emergency Management Director-Floodplain Manager)
- At least one local stakeholder (e.g., Insurance agent, Realtor) to be designated by City Council

Attachments include: The City's Latest Draft Verification Report and Letter (we should receive the final verification letter before November 2025, "CRS Guidance for preparing a PPI", and a

White Paper prepared by Ryan Prince, Okaloosa County Emergency Management Chief.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
II.Enhanced Quality of Life and Safety for Families

B. Effect on Budget (EOB): Participation in the PPI will not require new funding for FY2025. The committee will meet virtually (via Zoom/Teams) to minimize travel and administrative costs.

Staff time for participation, coordination of local outreach activities, and tracking will be integrated into existing responsibilities within Public Works, Floodplain Management, and Planning functions.

A potential budget consideration in future years (FY2026 onward) may include:

- Modest outreach material printing and distribution costs.
- Enhanced web-based flood information tools.

C. Level of Service (LOS): Participation in the PPI will elevate the City's:

- Public education and engagement efforts on flood hazards
- Interdepartmental collaboration on stormwater and floodplain management
- Eligibility for additional CRS credits across multiple categories (e.g., outreach, mapping, insurance promotion)

This initiative aligns with goals in the City's Strategic Plan related to public safety, community resilience, and environmental stewardship.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: By formally joining the Okaloosa County PPI initiative, the City of Destin positions itself to achieve a CRS Class 5 rating in the next evaluation cycle. This would provide an estimated $250–$280 annual savings per NFIP policyholder and affirm the City's proactive commitment to flood risk management.

Participation requires no immediate financial outlay and supports regional collaboration, grant readiness, and public trust. The effort will be documented, evaluated annually, and reviewed during the City's next CRS audit.

IV. RECOMMENDED MOTION: Move to approve the City of Destin's participation in the Okaloosa County Program for Public Information (PPI) initiative, authorize the City Manager to designate a staff representative and stakeholder for the PPI committee, and direct staff to coordinate with Okaloosa County Emergency Management to support documentation and outreach activities necessary for Destin's CRS Class 5 advancement.

Attachments:

1. developing_a_ppi_for_credit_under_the_crs (1)
2. PPI whitepaper
3. FL Destin, City of 125158 Preliminary Results Letter
4. FL Destin, City of 125158 DRAFT VR

PPI Worksheet						
Priority Audience	**Message**	**Outcome**	**Project(s)**	**Assignment**	**Schedule**	**Stakeholder**
Priority Audience 1. Coastal floodplain residents	Topic 1 message: Find out about your flood hazard	Increase in the number of map information inquiries	320 map info service to include info on flood depths, wave heights, and past floods (320)	Floodplain manager	Start as soon as staff has the maps	
			OP 3. Presentations to five neighborhood associations	Floodplain manager	Set up the five presentations by January 31	Neighborhood associations
			OP 4. Cable TV to show the neighborhood association presentation	Floodplain manager and public information officer	Tape the first two presentations and use the best scenes	Neighborhood associations, cable TV company
			OP 5. Mailing sent each year to residents of the SFHA	Floodplain manager and public information officer	Disseminate in May, before hurricane season	
		Increase in number of webpage hits	New website page will show flood depths and LiMWA boundary (350)	Floodplain manager and webmaster	Have on line by May 1 start of hurricane season	
		Increase in the number of people getting tech assistance	Floodplain manager to explain depths, waves, and past floods when providing assistance (360)	Floodplain manager	Start as soon as staff has the maps	
			OP 1. FEMA brochure on flood insurance	Floodplain manager	Printed and dis-played by Feb. 28	FEMA

Developing a Program for Public Information

for Credit under the Community Rating System of the National Flood Insurance Program

NFIP/CRS

2021

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Receiving CRS Credit 23

About this guide:
This document was developed by the Insurance Services Office, Inc. (ISO), lead service provider to the Federal Emergency Management Agency for the National Flood Insurance Program's Community Rating System. Any questions should be directed to the ISO/CRS Specialist, the FEMA Regional Office, or to nfipcrs@iso.com.

Developing a Program for Public Information

Introduction

Well-informed people make better decisions and they take steps to protect themselves from flooding by retrofitting their homes, buying flood insurance, and planning the actions they will take during the next flood. They are also more likely to support local floodplain management efforts and measures to protect the natural functions of their community's floodplain.

The CRS provides credit for a full range of public information activities that inform people about flooding and ways to address potential flood damage to their property, including map information, outreach projects, real estate disclosure, libraries, websites, providing technical advice and assistance, and promoting flood insurance. Research shows that when public information efforts are planned and coordinated, people will take steps to protect themselves from flood damage. The CRS provides additional credit for public outreach efforts that are coordinated through an adopted program for public information.

This guide covers the seven steps to preparing a public information program and explains how projects implemented through the local program receive CRS credit under element PPI. It is important to understand that there are no CRS credit points for preparing a public information program. Rather, the PPI credit comes in the form of bonus points added to outreach projects and other CRS public information activities, such as the website, that are included in the public information program and implemented by the community and/or other organizations or agencies.

Some downloadable examples of public information program documents show how different communities developed and implemented their creditable programs.

Research Findings

In the 2013 *CRS Coordinator's Manual*, the CRS introduced a new approach to coordinate public information activities and develop new activities that reflect what recent research has found to lead to more effective programs. The program for public information is credited under Activity 330 (Outreach Projects). It is built on the following findings:

Findings from Research on Public Information

The objective is to change behavior.
Good programs work: behavior changes.
Good programs

- ✓ Are locally tailored,
- ✓ Are positive,
- ✓ Say what people should do,
- ✓ Repeat the message,
- ✓ Repeat the message from different sources, and
- ✓ Are evaluated and revised periodically.

- Successful public information efforts change behavior. It is not enough that people know they are in a floodprone area, they need to want to do something about it. Public information efforts need to explain what people should do about the hazard they face.
- Outreach projects and other public information efforts bring results. Research has found that floodplain residents in communities with outreach projects know more about their flood risk and are more likely to take protection measures and buy flood insurance.

- Messages need to be repeated many times before people absorb their meaning and take action.
- Messages are more likely to be accepted if they are received from multiple and different sources. Partnerships in message delivery are more effective than going it alone (and they can be less expensive for the local government).
- Different approaches bring different results among different audiences. Programs need to be monitored, evaluated, and adjusted to ensure that they will be effective.

The Program for Public Information

A program for public information is an ongoing local effort to identify, prepare, implement, and monitor a range of public information activities that meet specific local needs. The CRS credits the implementation of public outreach PROJECTS identified in a PPI. Through the PPI planning process, projects are monitored, evaluated, and revised to improve their effectiveness.

The PPI credit criteria are found under Activity 330 in the *Coordinator's Manual.* The latest guidance is included here, along with further explanations of the credit criteria in the *Coordinator's Manual*. When a PPI is submitted for review, the criteria in this guide will be used to determine if it qualifies for CRS credit.

It is expected that a community's public information program would focus primarily on outreach projects. However, a public information program can and should include other types of information delivery. If it does, extra credit can be obtained under the following activities:

- Activity 330 (Outreach Projects),
- Activity 340 (Hazard Disclosure),
- Activity 350 (Flood Protection Information),
- Activity 360 (Flood Protection Assistance),
- Activity 370 (Flood Insurance Promotion), and
- Activity 540 (Drainage System Maintenance), publicizing dumping regulations.

CRS credit for promoting flood insurance is provided under Activity 370 (Flood Insurance Promotion). Activity 370 credit is based on the same process as the PPI, so this guide discusses how to meet both activities' criteria at the same time. Items needed only for Activity 370 credit are noted with "Activity 370 only" in parentheses. As noted above, PPI credit is based on the implementation of outreach PROJECTS identified in the public information program. However, credit for a coverage improvement plan (element CP) under Activity 370 is provided for development of the plan. There is additional credit for implementing projects with messages that promote flood insurance pursuant to the coverage improvement plan (element CPI).

For CRS credit, the public information program must be developed according to a seven-step planning and public involvement process. This process is similar to the process credited under Activity 510 (Floodplain Management Planning) and communities are encouraged to combine the two and prepare the public information program for PPI credit as part of their floodplain management or hazard mitigation plan.

Step 1. Establish a Committee for Public Information

A public information program for CRS credit cannot be developed by one or two members of the community staff. Rather, it needs to be developed by a committee so that it can be a comprehensive initiative that assesses all the community's needs for flood-related information and coordinates all the resources that can deliver information. It should recommend a range of activities that convey information to residents, businesses, tourists, school children, and other audiences in and around the community. It should incorporate an objective review of what is being done and how public information activities could be improved.

The PPI committee is the focal point for discussions and decisions. That doesn't mean that committee members have to do all the work. The staff should draft the assessment, messages, projects, and reports for review at committee meetings.

Depending on the level of staff support and the complexity of the community's program, a creditable public information program could be developed with as few as two or three committee meetings. It must meet at least twice: once to review the assessment (step 2) and once to review the document describing the public information program before it is sent to the governing body (Step 6). More meetings have been shown to be productive, especially is there are a lot of audiences, messages, and projects to consider.

For PPI credit, the public information committee needs to have members from both inside and outside the local government. It could be an existing committee, such as a mitigation planning committee or advisory board, or a subcommittee of an existing group, as long as it meets the membership criteria.

Committee Membership

The number of participants and their identities are determined by the community, but the committee's membership must meet the following CRS criteria:

- There must be at least five people on the committee.
- There must be representation from the community's floodplain management office.
- There must be representation from the community's public information office, if there is one.
- At least half of the members must be from outside the local government ("stakeholders").
- There must be representation from the insurance industry, such as a local insurance agency (for Activity 370 credit only).

A handout on the membership criteria for a PPI committee, "CRS Credit for Planning Committees," gives more details about the makeup of a creditable committee.

In addition to the floodplain manager and public information office, community departments that could be represented include emergency management, planning, drainage, code enforcement, parks, and other offices that have programs that relate to flood protection and natural floodplain functions.

Stakeholders

Research has shown that the more often a message is received from different sources, the more likely it is that the desired action or behavior will take place. For this reason, the CRS encourages engagement of groups and people outside the local government in planning and conducting outreach projects.

Accordingly, at least one-half of the members of the public information program committee must be representatives from outside the local government, i.e., stakeholders. These could be members of the public, representatives of key community organizations, and/or agencies and organizations that will likely implement the recommended outreach projects. Stakeholder participants could be

- Floodplain resident(s), representatives of neighborhood or homeowner associations;
- Emergency/disaster responders, e.g., Red Cross, Salvation Army;
- Utility companies (they are concerned about service and safety during disasters and many have their own newsletters or outreach programs);
- Chamber of commerce or other business organization;
- Trade associations of builders and/or contractors;
- Developers/real estate organizations;
- Environmental organizations, "Friends of the River," etc.;
- Insurance agencies (required for Activity 370 credit); and
- Major employer(s).

Membership of the PPI Committees of Two Communities

Fort Collins, Colorado	**Louisville–Jefferson County Metropolitan Sewer District (MSD), Kentucky**
– Board of Realtors®; – Red Cross – Poudre School District – Resilience Action Partners – Colorado State University – Earth Force – Wildlands Restoration Volunteers – Anderson Consulting Engineers – City of Fort Collins Floodplain Administrator – City of Fort Collins Public Information Office – City of Fort Collins Natural Areas Program – City of Fort Collins Social Sustainability	– Fleitz Insurance – Greater Louisville, Inc. – Floyds Fork Environmental Association, President – Jefferson County Soil & Water Conservation District – The Rotunda Group – Louisville Metro Emergency Management, Resource/Mitigation Coordinator – Community Relations Manager, MSD – Engineer, MSD – Floodplain Manager and CRS Coordinator, MSD
12 members, first 8 are stakeholders	*9 members, first 5 are stakeholders*

NOTE: *In some cases, it is not obvious which committee members fulfill the requirements for a floodplain manager, insurance agency, etc., so it is helpful for the program document to identify them.*

NOTE: *In the examples above, the names of the individuals who serve on the committees have been omitted. However, in the membership list incorporated into the community's program document, the names of members should be listed along with the entity they represent.*

Staff from other government agencies outside the community, e.g., school district, levee or flood control district, regional planning agency, state coastal management office, or the National Weather Service, can also be counted as stakeholders. However, because the objective of the public information committee is to ensure that non-government people have a significant say in the development of the public information program, the total number of government employees, contractors, and consultants cannot exceed 20% of the committee's stakeholder members. This does not prevent government employees and consultants from being non-voting advisors to the PPI committee.

Bonus points are provided under Activity 330 for PPI outreach projects that are carried out in whole or in part by stakeholders, under element STK.

Unlike the credit for the committee under Activity 510 (Floodplain Management Planning), there is no proration of the PPI bonus credit if fewer than half the members are from outside the community's government. Both activities have a documentation requirement that the community provide minutes, sign-in sheets, or other confirmation of committee member participation.

Multi-jurisdictional Committees

There are occasions when CRS communities in a metropolitan area or members of a CRS Users Group would like to develop a joint or coordinated public information program. This approach has the advantage of sharing resources, avoiding duplication of effort, and capitalizing on regional media, such as a newspaper, television station, or a metropolitan organization like a county chapter of the American Red Cross or a council of governments.

This approach can also have a disadvantage if an individual community's needs are lost in the bigger operation. To avoid this, if a community wants CRS credit for a multi-jurisdictional public information program committee,

1. The community must send at least two representatives to the multi-jurisdictional committee,
2. At least half of the community's representatives must be stakeholders from outside the local government, and
3. At least half of the representatives must attend all the meetings of the committee. In effect, there must be a quorum from EACH community at EVERY meeting. Remote attendance, e.g., via a webinar that allows for everyone to talk, is acceptable.

The membership of one multi-jurisdictional public information program committee is shown on the next page.

Membership of the Jefferson Parish, Louisiana, Multi-jurisdictional Public Information Program Committee		
Community	**Community Government**	**Stakeholder**
Jefferson Parish	– Director of Floodplain Mgmt. & Hazard Mitigation – Floodplain Manager – Public Information Officer – Planning Department	– Wright Insurance – Metro Association of Realtors®; – Real estate – Resident of unincorporated area – Resident of unincorporated area – Resident of unincorporated area
City of Gretna	– Building Official – Floodplain Management	– Gulf Coast Bank – Jemison & Partners, Inc. – Entergy (power utility) – Daul Insurance Agency, Inc. – Real estate
City of Harahan	– Regulatory Office	– Harahan resident
City of Kenner	– Director of Inspections & Code Enforcement – Public Information Officer	– Orleans Shoring (building elevation contactor) – State Farm Insurance
City of Westwego	– City Clerk	– Orleans Shoring – Hispanic Chambers of Commerce
Town of Jean Lafitte	– Town Clerk	– Regions Bank – Business owner
Advisors		– University of New Orleans, Parish resident – NFIP State Coordinator's office – LSU Cooperative Extension



A meeting of the Jefferson Parish Public Information Program Committee

Step 2. Assess the Community's Public Information Needs

Before it can develop a local program for raising public awareness about flood-related issues, the committee needs to assess its flood problem areas, identify who needs to be informed, and determine what projects are already underway. These are three of the four substeps to Step 2. The fourth substep is an assessment of flood insurance coverage, which is needed for credit under Activity 370.

The needs assessment can be prepared by the staff, but the committee as a whole must review it.

Substep 2.1. Identify Priority Areas

Priority areas are areas of the community with concerns related to floods or floodplains. They can be neighborhoods, districts, or other parts of the community with similar flooding, building, and population characteristics. It may be useful to assign names or labels to the areas, and some of them may be grouped together if they overlap or have the same characteristics. Example priority areas include

- Floodprone neighborhoods;
- A waterfront business district;
- Beachfront hotels and rental units;
- A recently flooded area;
- Repetitive loss areas;
- An area subject to an unmapped special hazard, such as ice jams or shoreline erosion; or
- An area protected by a levee or subject to flooding by a dam failure.

Some communities may have only one priority or focus area, e.g., a small town or barrier island that is substantially floodprone.

Three products should result from the assessment:

- A map showing one or more areas subject to different flooding conditions,
- A description of each area, and
- The key public information concern(s) for each area.

Determining priority areas is part of the optional CRS Community Self Assessment described in Section 240 of the *Coordinator's Manual*. This online tool guides the user through a series of questions to identify the characteristics of the community and of the population as they relate to the community's flood hazard. The Community Self Assessment identifies "assessment areas." Not all the identified assessment areas may warrant being priority areas for a public information program. For example, some assessment areas may be vacant—there are no people to inform.

Once the priority areas are determined and described, the public information program document needs to list the key public information concern(s) for those areas. This can be done as part of substep 2.1 or as part of the list of priority audiences in substep 2.3.

Examples of Priority Areas and Public Information Concerns

- Area #1 has been repetitively flooded due to its flat terrain and lack of adequate drainage. Flooding is shallow and low-cost retrofitting measures can help mitigate the damage, but most homeowners are not aware of these measures.
- Area #2 is subject to deep and fast-moving flooding from the Roaring River. Residents need to know the flood warning signals and safe evacuation measures.
- Many of the buildings in Area #3 are elevated one full story over wet floodproofed garages. However, it has been many years since the area has been flooded and many of the first floors have been illegally converted to finished living areas. Owners and residents need to be apprised of the legal requirements, the impact of a flood on these finished areas, and how a flood insurance policy's premiums are based on the elevation of the lowest floor.
- Area #4 is protected by a levee and is not mapped as a Special Flood Hazard Area. As a result, most residents are not aware of the flood hazard, do not have flood insurance, and do not know where to go if the levee fails.
- Many of the homes in areas 2–4 are rentals, were purchased without mortgages, or have paid-off mortgages. As a result, owners and renters in these areas need to be advised about flood insurance.

Here are two examples from local public information program documents:

- "V Zone Properties— . . . Property owners in this zone are especially vulnerable to flood hazards because of the proximity to the ocean. The PPI Committee determined that the V zone properties should be a separate [priority] area so that they can be informed of important issues that pertain specifically to them such as coastal erosion, the vulnerability of a structure in this zone, flooding, dangers of standing water, evacuation plans, building permit requirements and protection of wildlife and habitat such as sea turtles and piping plovers…." *—Hilton Head Island, South Carolina*
- "Properties located just above the SFHA (X shaded zones). The committee chose to target these areas to increase awareness that flood insurance is available even if you're not within a Special Flood Hazard Area (SFHA). They wanted the property owners to be aware of their flood zone and need for flood insurance. Water quality was also a concern of the committee in this area." *—Surfside Beach, South Carolina*

Substep 2.2. Assess Flood Insurance Coverage (Activity 370 only)

This substep is needed if the community wants credit under Activity 370 (Flood Insurance Promotion). It involves reviewing the current flood insurance policies in the community and identifying areas or types of properties where coverage could be improved.

The process is explained in more detail in the separate, downloadable guide, *Preparing a Flood Insurance Assessment for Credit under the Community Rating System*. The guide has examples from communities that have prepared the assessments as part of their creditable public information programs.

Substep 2.3. Determine Priority Audiences

A priority audience is a group of people who need information on one or more flood-related topics. Priority audiences can be based on the priority areas, such as residents of floodprone neighborhoods, waterfront businesses, or beachfront hotel and condominium managers.

Priority audiences can also be selected based on other reasons. Some examples would be building contractors (who need to know about mitigation measures and permit requirements), insurance agents (who need to promote flood insurance), tourists (who need to know flood warning and evacuation procedures), non-English speakers (who need information in their own languages), drivers (who need to be reminded to "turn around, don't drown"), and elementary school students (who can use opportunities to learn about the natural functions of floodplains).

Audiences can be people from outside the community, provided they have a direct relationship to flooding or natural floodplain functions in the community and the message explains why the recipient is receiving the message. Examples include

- Contractors or insurance agents that serve the metropolitan area,
- People upstream of the community whose actions could increase runoff or pollution, or
- Home improvement stores that serve the community.

An example of how the public information program committee can summarize the priority audience information is shown below. Note that the first item in the list is a priority area—the entire barrier island, which is 100% floodprone.

Sample Table of Priority Audiences & Corresponding Information

Audience	Topics of Information
All residents & businesses	The flood hazard; flood insurance (especially contents coverage); warning, evacuation, and safety precautions; protecting natural floodplain functions
Owners of slab-on-grade buildings	The flood hazard; flood insurance; the relation between insurance rates and level of protection; building protection measures; financial assistance for mitigation; construction regulations
Owners of severe repetitive loss property	The flood hazard; flood insurance; the relation between insurance rates and level of protection; building protection measures; financial assistance for mitigation; construction regulations
Visitors & seasonal renters	The flood hazard; warning, evacuation, and safety precautions; protecting natural floodplain functions
Homeowner associations, condo managers, real estate agents, rental agents	Conveying messages to leaseholders and renters about the flood hazard; warning, evacuation, and safety precautions; building protection measures; protecting natural floodplain functions; construction regulations
Contractors	Construction regulations; building protection measures; financial assistance for mitigation

Substep 2.4. Inventory other Public Information Efforts

A good plan builds on what is already being done and avoids duplication of efforts. This includes current community-based public information efforts as well as initiatives by other organizations or agencies. Other organizations and agencies need to be contacted to find out what flood-related public information activities they are implementing or plan to implement. Examples of such departments, organizations, and agencies to contact include

- The community's public information officer;
- Community departments involved in flood protection, including public works, drainage, building, planning, and emergency management;
- The office responsible for the National Pollutant Discharge Elimination System (NPDES) permit;
- Regional planning agency or council of governments;
- Regional or metropolitan sewer, flood control, or water management district;
- State NFIP Coordinator;
- Local businesses, especially insurance agencies and banks;
- Utility companies;
- Board of Realtors®;
- Environmental and recreational organizations (e.g., Isaac Walton League, Audubon Society, hunting clubs);
- Homeowner and neighborhood associations; and
- Area newspapers, radio and television stations.

The committee needs a list of the organizations or agencies that are sending flood-related messages and the subjects covered. This job can be made easier if these kinds of organizations are invited to be on the public information program committee and if members share the workload.

The inventory for a multi-jurisdictional public information program will need to identify which existing public information efforts reach each participating community.

A table summarizing the inventory of a small community, Bald Head Island, North Carolina, is shown on the next page. A larger city likely would have several more organizations or agencies that conduct outreach efforts.

Bald Head Island's Table 10 – Existing Public Information Efforts			
Organization	**Project**	**Subject Matter**	**Frequency**
Bald Head Association	Bald Head Island Report	Various village council meetings and flood hazard/insurance information	Year-Round
Village of Bald Head Island	Village's Voice newsletter	Council meeting information and flood readiness	Year-Round
Bald Head Conservancy	Signage	Natural floodplain functions information posted across the island	Year-Round
Department of Public Safety	Emergency Management webpage	Emergency readiness and resources	Year-Round
Brunswick County Emergency Services	Local Hazards and Threats webpage	Know your flood hazard	Year-Round
North Carolina Department of Public Safety – Emergency Management Division	Risk Management webpage	Floodplain maps, management, inundation, alerts, and risk	Year-Round

—*Village of Bald Head Island, North Carolina, Program for Public Information,* 2020, page 16

Step 3. Formulate Messages

For each priority audience, the public information program committee should determine what public information message is needed, taking into consideration the hazards they face, the natural floodplain functions in their priority areas, and the characteristics of the audience. Messages are specific statements or directions that the community considers important for its audiences.

The messages must either

- Clearly state what the audience should do (e.g., "Turn around, don't drown" or "Get a floodplain permit from . . . ."); or
- Provide some basic information with a note on where to get more information (e.g., "You may live in a floodplain. Find out by calling 555-1234" or "Information on ways to protect your property from flooding can be found at www. . . .").

Messages and topics are discussed in more detail, with many examples, in *Outreach Projects for Credit under the Community Rating System*.

Six Priority Topics

Messages for CRS credit are based on one or more of six priority floodplain management topics.

1. Know your flood hazard.
2. Insure your property for your flood hazard.
3. Protect people from the hazard.
4. Protect your property from the hazard.
5. Build responsibly.
6. Protect natural floodplain functions.

Table 330-1 in the *Coordinator's Manual* shows the six priority CRS topics and some sample messages that could be based upon them. For credit under Activity 330, at least one message must be on the topic of flood insurance.

The messages in Table 330-1 are EXAMPLES. Several FEMA programs, such as FloodSmart and RiskMAP, can provide additional guidance and examples that have been research-tested on several of the topics.

Additional Priority Messages

The public information program committee may develop four additional messages for its audiences. For CRS credit, the additional messages must be related to flooding, drainage, stormwater, natural floodplain functions, or flood-related hazards. Safety messages for tornadoes (e.g., go to the basement) would not qualify, but messages that apply to both floods and other hazards (e.g., develop a family disaster plan) would qualify.

A community's desire to devote more attention to a particular topic is one reason for developing additional priority messages. For example, if the community's assessment indicates that there is habitat suitable for endangered species within a priority area, then the committee may elect to send additional, more detailed messages about that issue to that priority audience.

For each audience, the public information program document can identify up to four messages in addition to or instead of the messages under the six priority topics. The additional priority messages are usually shown as "PPI 7," "PPI 8," etc. Here are two examples.

- Fort Collins, Colorado's public information program had "Get a kit, make a plan, be informed" as its message under Topic 3, Protect people from the hazard. The PPI Committee also wanted to advise residents to sign up for special notices of impending floods, hazards, and storms. It kept the Topic 3 message and added a message (PPI 7), "We can't warn you, if we can't reach you. Sign up for LETA 911."
- One additional priority message (PPI 7) specified by Bald Head Island is "Identify and document your personal belongings," as a reminder to people to create an inventory of their possessions.

Outcomes

For each message, the committee needs to determine what outcome it would like to see. Examples of outcomes from Bald Head Island's public information program are shown below. Here is some guidance on outcomes.

- Outcomes are what you would like to see happen, such as a reduction in flood deaths or an increase in the number of people who know they live in a hazard area.
- Outcomes are not "outputs." "Distribute 10,000 flyers" is NOT an outcome. Neither is "Talk to 100 homeowners."
- Outcomes are changes in behavior. They determine whether people are doing the right thing and, therefore, whether you are making progress. They should be used by the com-

Excerpt from Bald Head Island's
Table 11 – Public Information Program Document

Topic	Message	Outcome(s)
A. Know your flood hazard	1. Your property is subject to flooding.	Increase number of FIRM inquiries
	2. Your property is in a repetitively flooded area.	Reduce future repetitive loss properties
B. Insure your property	1. You need to buy flood insurance. Your homeowner's policy does not cover flood damage.	Increase number of flood insurance policies
	2. Renters should protect contents with flood insurance.	Reduce damage to contents
	3. Lower cost Preferred Risk Policies (PRP) are available.	Increase number of PRP policies
C. Protect yourself and your family	1. Turn around don't drown.	Reduce damage to vehicles, emergency rescuers, and deaths
	2. Know the flood warning signals.	Reduce rescues and deaths
D. Protect your property from the hazard	1 Elevate HVAC exterior units.	Reduce number of flood damaged HVAC units
	2. Don't throw trash or debris in streams, channels or open bodies of water.	Reduce pollution and overbank flow
	3. Grant monies are available to help elevate your home.	Increase financial opportunities
E. Build responsibly	1. Get a permit before you start construction.	Reduce citations
	2. Know the substantial damage rules.	Reduce citations
	3. Keep areas open (setbacks) between homes and property lines	Maintain proper drainage
F. Protect natural floodplain functions	1. Don't dump in storm drains, streams, channels, or open bodies of water.	Improve water quality, reduce pollution, prevent storm drains from clogging
	2. Don't disturb natural floodplain areas.	Reduce grading, fill, and earth movement

mittee to determine which projects to continue and which ones to modify or stop because the messages are not producing the desired outcome.

- To the extent possible, outcomes need to be objective, observable, and measurable. There will be cases where this is not easy to do and the committee will have to rely on the feedback staff and committee members get from their customers, neighbors, and acquaintances, rather than hard numbers collected by an agency. An example would be a message that encourages people to turn off their gas and electricity when it floods. If there is no flood, the only measure of the desired outcome might be if the committee members hear more people talking about what they will do during the next flood.

NOTE: *For the element PPI document, credit is based on the projects implemented pursuant to the public information program. Therefore, the projects need to convey the messages that are listed in the program document. A project with messages that are not listed in the program document does not receive the PPI bonus credit. Remember, there must be at least one message on flood insurance.*

Step 4. Identify Outreach Projects to Convey the Messages

Once the needed messages and desired outcomes have been agreed upon, the public information program committee should consider which media would best convey the message(s) to the priority audience(s). For each message, the public information program document lists the projects, who will do them, and when. The projects are then implemented over the following year.

Projects and their credits, with examples, are discussed in more detail in *Outreach Projects for Credit under the Community Rating System*.

Projects are scored under Activity 330 as outreach projects (OP) and flood response projects (FRP). OP projects must be implemented at least once each year. FRP projects are prepared, but not distributed until a flood comes. OP and FRP projects are scored based on the number of topics and additional PPI messages they cover.

Here is some guidance on projects.

- The description of each project must include who will do it and when it will be done.
- Projects can include continuing or revising existing public information and outreach efforts that are already being conducted in the community, if the public information program committee deems them effective.
- OP outreach projects do not have to be implemented by the local government. Credit can be provided for projects implemented by another government agency or a private organization, provided the community can document that the project is implemented at least once each year.
- A multi-jurisdictional public information program must identify which communities benefit from each project. Each CRS community's score is calculated separately, depending on which messages and projects apply to it. For example, an inland community would not

benefit from projects oriented to beachfront audiences, nor would a community benefit from a project conducted at a shopping mall 50 miles away.

- For Activity 330 or Activity 370 credit, there must be at least one project with one or more messages on the topic of flood insurance.
- For Activity 370 only, there must be at least one project that demonstrates that the community's elected leadership encourages people to purchase or increase their flood insurance coverage. Examples of such a project include a public forum or event involving the community's governing body or a document sent to all residents and signed by the mayor. Statements at a regular meeting of the governing body are not sufficient.

Stakeholder Projects

Research has shown that the credibility and visibility of outreach messages are enhanced if they are sent by numerous different sources. Since most messages tend to come from the local government, extra credit is provided for messages that are clearly from stakeholders—someone or some group concerned with the community, but not a part of the local government. Stakeholders are described on pages 3–5.

Projects implemented or sponsored by a stakeholder organization can receive a 30% multiplier under element STK in Activity 330. The stakeholder organization does not have to be represented on the public information program committee, but for credit the public information program document must identify which projects have stakeholder involvement. STK points do not apply to FRP projects or to projects not included in the public information program document.

Examples of stakeholder projects that would receive the STK bonus credit include

- An insurance company that publishes a brochure on flood insurance, even if it is set out at City Hall;
- A local newspaper that publishes a flood or hurricane season supplement each year;
- FEMA, if, for example, a FEMA brochure is used as an informational project;
- Schools that implement outreach activities;
- A local newspaper that publishes articles and editorials, even if they are written by community staff. However, advertisements paid for by the community do not qualify for STK credit, unless other sponsors or supporters are named in the advertisement;
- A neighborhood or civic association that sponsors and hosts a presentation by a community employee;
- A utility company that includes pertinent articles in its monthly bills; or
- Presentations made by state or FEMA staff at meetings held every year.

It needs to be clear that the message is coming from someone other than the community or is sponsored by or supported by the stakeholder. For example, when stencils are displayed on city storm drains, they send a message that appears to come from the city, even if the stencils were applied by a volunteer group. If the volunteer organization's name were in the message, however, then it would qualify for STK credit.

Examples of Outreach Projects

Informational Projects (1 point per message): Brochures, flyers, and similar documents that are made available upon request or are placed on display for people to take. These passive approaches are not sent out or disseminated to identified audiences. Examples include, but are not limited to

- o Brochures or flyers made available in public places,
- o A booklet made available in public places,
- o A website that does not meet the WEB credit criteria under Activity 350 (Flood Protection Information).

General Outreach Projects (2 points per message): Materials that are disseminated to people who did not ask for them, presentations made to groups, and similar activities that reach out to people. Examples include, but are not limited to

- o Newspaper supplements and articles;
- o Newsletter articles;
- o Utility bill stuffers;
- o Radio and television ads or public service announcements;
- o Staffed booths or displays at public functions, shopping malls, etc.;
- o Flyers or booklets distributed throughout residential neighborhoods or given to visitors at a booth;
- o Billboards;
- o Letters, newsletters, or email messages sent to subscribers;
- o Presentations to homeowners, civic, and business associations;
- o Short statements posted outdoors, such as "Don't trash the river—that's where we get our drinking water" and high-water mark signs;
- o Local television shows;
- o Cable television news tickers or crawlers that display a message at the bottom of the screen;
- o Programs for school children; and
- o Training for citizens, such as for CERT teams or weather spotters.

Targeted Outreach Projects (6 points per message): Materials that are delivered to at least 90% of a priority audience. The project must clearly explain that the recipient's property is subject to flooding or otherwise explain why the recipient is getting the notice. These differ from general outreach projects in that everyone in an identified audience is expected to be reached and the message is tailored to that audience. Examples include, but are not limited to

- o A mailer or email sent to all properties in the floodplain or repetitive loss area(s).
- o A mailer or email sent to all members of a priority audience designated in a PPI (e.g., all downtown business owners or building contractors).
- o A presentation to all drivers' education classes where the designated priority audience is students learning to drive, as explained in a PPI.

To receive credit as a project targeted to a priority audience, the PPI must identify both the audience and the project.

NOTES:

- o *Providing information to inquirers from a flood map is credited under Activity 320.*
- o *Real estate disclosure projects are credited under Activity 340.*
- o *Use of a website or library is credited under Activity 350. However, if the community's website does not meet the credit criteria for Activity 350, it may receive credit as an informational project.*
- o *Providing one-on-one discussion and advice is credited under Activity 360.*
- o *Additional credit for projects that promote flood insurance are credited under Activity 370.*
- o *The last four activities get additional credit if they are part of the public information program.*

Step 5. Examine other Public Information Initiatives

A public information program should not address only outreach projects. It should look at all the activities a community should pursue to inform people and motivate them to protect life and property, buy insurance, and protect natural floodplain functions. The CRS credits other public information work besides that described under Activity 330. The public information program committee should coordinate the full range of public information programs and activities in the public information program document.

Note that if a public information program omits Step 5, or only discusses outreach projects, it will not affect approval of the program for bonus credit under Activity 330. It will only mean that there will be no bonus credits for the other activities listed in this section.

Related CRS Activities

The following activities should be considered when the public information program is prepared. Activities 340, 350, 360, and 540 provide additional credit if the element is described in the public information program document with specific recommendations on how it should be conducted.

- **Activity 320 (Map Information Service):** The public information program committee should consider what map information should be conveyed to inquirers. For example, if protecting wetlands is a concern of the committee, the public information program document public information program should note that the Activity 320 service should advise inquirers of the location of wetlands. Brochures or flyers that explain the hazard or the flood insurance purchase requirement can be credited as informational projects. If they are given to inquirers, they can be credited as general outreach projects.
- **Activity 340 (Hazard Disclosure):** If real estate disclosure practice(s) and/or informational brochures are described in the public information program document, along with recommendations on their composition or use, then extra PPI credit is provided.
- **Activity 350 (Flood Protection Information):** As with outreach projects, credit for the website (WEB1) is based on the number of topics covered. If there is a credited public information program, the community can receive additional credit for covering up to four additional messages, instead of just six.
- **Activity 360 (Flood Protection Assistance):** The credits for the first three elements, property protection advice (PPA), advice after a site visit (PPV), and financial assistance advice (FAA), can all be increased if the services, recommended protection measures, and how the services should be delivered are described in the public information program document.
- **Activity 370 (Flood Insurance Promotion):** It is recommended that the plan to improve insurance coverage be part of the PPI and be prepared by the same committee, provided that the committee meets the membership criteria for Activity 370 credit. To date, all submittals from communities for 370 coverage improvement plans (CP) have been part of a public information program document.

- **Section 504 (Repetitive Loss Area Outreach Project):** Every community with one or more repetitive loss properties must map its repetitive loss areas and send an annual notice to those areas. Such a mailing qualifies as a targeted outreach project. The public information program document could identify messages in addition to those required in Section 504.
- **Activity 510 (Floodplain Management Planning):** A PPI committee can qualify for the public planning committee. Floodplain management planning (element FMP) Steps 7 and 8 provide specific credit for reviewing public information activities and including such activities in the action plan. A floodplain management or hazard mitigation plan that covers all the criteria in this guide can qualify as the public information program document.
- **Activity 540 (Drainage System Maintenance)** provides credit for publicizing stream dumping regulations. The PPI bonus credit is provided if the public information program document specifies the message and recommends the best way to disseminate it.
- **Activity 610 (Flood Warning and Response)**, **Activity 620 (Levees),** and **Activity 630 (Dams)** all have an outreach project prerequisite. The PPI could include the needed messages and determine the best way to disseminate them. The publicity project(s) would be credited under Activity 330, as outreach projects (OP). Activity 610 also provides credit for emergency warning and flood response operations that should include the procedures needed for flood response preparations (FRP) credit.

Outreach and Publicity Prerequisites

Seven CRS activities have a prerequisite for an outreach project or publicity for a service. All seven list acceptable publicity methods and all seven note that a different method can be used, provided that the community's PPI-credited public information program document identifies the audience for the message and discusses the best way to reach that audience. The seven affected activities are

Activity 320 (Map Information Service),
Activity 360 (Flood Protection Assistance),
Activity 370 (Flood Insurance Promotion),
Activity 540 (Drainage System Maintenance),
Activity 610 (Flood Warning and Response),
Activity 620 (Levees), and
Activity 630 (Dams).

One community's review and rationale for alternative publicity for Activity 360 (Flood Protection Assistance) and Activity 610 (Flood Warning and Response) can be found in "An Example of a Review of Outreach Publicity as part of a Program for Public Information."

The table on the next page identifies which CRS activities and elements (1) have prerequisites that can be credited as OP outreach projects; (2) provide their own credit points and so cannot be duplicated as OP credits; and (3) can receive the bonus credit for being part of a public information program.

CRS Elements with a Public Information Component			
Activity	**Element**	**OP Credit?**	**PPI Bonus?**
320 (Map Information Service)	Publicizing the service	*	*
330 (Outreach Projects)	Outreach projects (OP)	Yes	Yes
	Flood response preparations (FRP)	No	Yes
	Program for public information (PPI)	–	–
	Stakeholder delivery (STK)	–	–
340 (Hazard Disclosure)	Disclosure of the flood hazard (DFH)	No	Yes
	Real estate agents' brochure (REB)	No	Yes
350 (Flood Protection Information)	Website (WEB1)	No	Yes
360 (Flood Protection Assistance)	Property protection assistance (PPA)	No	Yes
	PPA site visits (PPV)	No	Yes
	Financial assistance advice (FAA)	No	Yes
	Publicity for PPA, PPV, and/or FAA	*	*
370 (Flood Insurance Promotion)	Coverage plan implementation (CPI)	No	Yes
Section 504 (Repetitive Loss Area Outreach Project)	Repetitive loss area outreach project	*	*
540 (Drainage System Maintenance)	Stream dumping regulations (SDR)	No	Yes
610 (Flood Warning and Response)	Annual outreach project prerequisite	*	*
620 (Levees)	Annual outreach project prerequisite	*	*
630 (Dams)	Annual outreach project prerequisite	*	*

* *OP credit can be provided for the publicity or outreach project prerequisite for this element. The OP credit can also receive the PPI and STK bonus credit if the project is in the PPI.*

Step 6. Prepare and adopt the Public Information Program Document

The committee's work needs to be recorded in a formal written document and adopted by the community's governing body. The public information program document and its annual evaluation report can be stand-alone documents or they can be sections or chapters in a floodplain management or hazard mitigation plan and its annual report.

The public information program document need not be long and complicated, as long as each of the items listed below is summarized. The Bald Head Island document has fewer than 30 pages.

Document Outline

The document must show that the community has incorporated the procedures and considerations described above in preparing its public information program. The program document must include

Some examples of PPI-credited documents show how different communities developed and implemented their programs.

1. A list of the members of the public information program committee, their affiliations, and when the committee met.
2. A summary of the Step 2 assessment of the local flood hazard, the community's natural floodplain functions, and the other public information activities currently being implemented within the community. The other activities being implemented need to be more than what is being done by the community—the inventory needs to include activities currently being implemented by other organizations and agencies, too. For Activity 370 credit, the flood insurance coverage assessment needs to be included.
3. A list of the priority audiences, the messages selected for each audience, and the desired outcomes of those messages. At least one message needs to pertain to flood insurance.
4. A description of each project and activity intended to be carried out, who will do it, and when it will be done. If stakeholders are involved in project delivery, they need to be listed by project for STK credit.
5. If the community wants the PPI bonus credit for its flood response preparations credit, the FRP projects need to be listed, too.
6. If the PPI bonus credit is desired for other activities, they need to be included in the document. For example, if the committee identifies homeowners as a priority audience and retrofitting their homes as a message, the program document should describe how the library and website (Activity 350) will provide appropriate materials and information, what kind of advice the staff should provide (Activity 360), and how that advice should be publicized.
7. The process that will be followed to monitor and evaluate the effectiveness of the public information projects must be described (see Step 7, below).

Items 3 through 6 can be done in a table format, as in the example worksheet on pages 26–27. Note that both outreach projects (OP#1, OP#2, etc.) and other activities that warrant the extra PPI credit (Activity 350, Activity 360, etc.) are listed as projects. Such annotations are not needed for a PPI-credited document, but the community will need to show where items deserving CRS credit appear.

Keep in mind that the CRS credits the implementation of public outreach PROJECTS identified in a public information program document. Communities will receive the PPI bonus credit based on the impact of the projects on each community. Therefore, if the program document is prepared by a multi-jurisdictional committee, it needs to identify how each project affects each community. This can be a list of projects by community or another column in a matrix or worksheet like the one on pages 26–27.

If the community wants its public information program to also qualify as a coverage improvement plan (CP) for credit under Activity 370, a draft of the document needs to be sent to the FEMA Regional Office's Insurance Specialist (called the "Insurance Liaison" in the *Coordinator's Manual*). The purpose of this is to see if the Regional Office can provide assistance or useful information. Contact information for the Regional Insurance Specialists can be obtained from the ISO/CRS Specialist or the FEMA Regional CRS Coordinator.

Adoption

For PPI credit, the public information program document must achieve formal, official, status within the community. This is usually done by adoption or formal approval by the community's governing body. "Formal approval" means a vote by the body or office, including a vote on a consent agenda. There need not be a separate resolution. The vote is to adopt the public information program as an official plan of the community. It cannot be a vote to "accept" the public information program or state that the document "has been received." It should be clear that the governing body expects the public information program to be implemented.

An alternative adoption method is a formal vote by another body that has the authority and funding to implement the program, such as a flood control district. If this alternative is used, the community must provide documentation that the other body or office has the authority and funding. The public information program must still be presented to the community's governing board, but the board does not have to act on it. Stakeholder credit (STK) is not provided for the public information projects that are implemented by the adopting agency.

Step 7. Implement, Monitor, and Evaluate the Program

As with all planning efforts, completion of the document is just the beginning. The projects need to be implemented, monitored, evaluated, and adjusted as needed. Remember, it is the implementation of projects included in the public information program that receives CRS credit. The public information program document needs to describe how the monitoring, evaluation, and adjustment will be conducted.

Evaluation

The evaluation must be conducted by the public information program committee. The staff can collect data on project implementation and make recommendations, but for continued CRS credit, the committee must review progress and agree on any changes. The committee also needs to review and approve the annual evaluation report that is submitted to the governing body and included in the community's annual CRS recertification. This work will be more effective if the committee meets several times during the year and monitors the implementation of each outreach project.

Note that the community may use any 12-month period for its "public information year." If there is a defined hurricane or flood season, for example, the public information schedule may be tied to that. At the end of that year, the committee would conduct its annual evaluation of the PPI, produce the annual report of that evaluation, and then submit the report with its next annual CRS recertification package.

Evaluation Report

There is no required report format, but the annual report must include the following items:

1. The priority audiences, the messages, and the desired outcomes.
2. The projects in the public information program used to convey the messages.
3. Which projects were implemented.
4. Why some projects were not implemented (if any).
5. What progress was made toward the desired outcomes.
6. What should be changed (including what messages, outcomes, and projects should be revised or dropped, and what new ones should be initiated).

The annual report could use the worksheet like the one on pages 26–27, with added columns after each message, outcome, and project to note the status and recommendations for change.

Projects can be revised or dropped based on the evaluation report. The credit points are recalculated only if so many projects are dropped that the community may lose a class.

Updating the Public Information Program

The community must update its public information program document at least every five years. The update can be a new document or an addendum to the existing document that updates the needs assessment and all sections that should be changed based on evaluations of the projects.

The update will be reviewed for CRS credit according to the *Coordinator's Manual* currently in effect, not the version used when the community originally requested this credit. The update can qualify as the annual evaluation report for the year it was prepared. The updated document must be adopted following the same process as adoption of the original document.

If the public information program document includes a flood insurance assessment for element FIA credit and/or a coverage improvement plan for element CP credit under Activity 370 (Flood Insurance Promotion), the assessment part must be updated with current flood insurance data. Depending on the conclusions after reviewing the new data, the appropriate parts of the assessment and plan need to be updated as well. As with the original document, the draft of the update needs to be sent to the FEMA Regional Office's Insurance Specialist.

Documentation

In addition to the materials provided for OP and FRP credit, the following documents are needed at the verification visit:

(a) A copy of the public information program document.

(b) Minutes of the meetings, sign-in sheets, or other documentation of the committee members' participation.

(c) Documentation that the public information program public information program has been adopted by the community.

The following are needed at each subsequent verification visit and with the annual recertification:

(a) Documentation that the public information program document has been reviewed and updated annually. This is in the form of a report, table, or spreadsheet that summarizes each outreach project, what was done, and the outcomes.

(b) Minutes of the meetings, sign-in sheets, or other documentation of the committee members' participation in the annual review.

At subsequent verification visits when a public information program update is due,

(a) Documentation that the public information program document has been updated. This can be a new document or an addendum to the existing document that updates the needs assessment and all sections that should be changed based on evaluations of the projects. The update must be adopted by following the same process as approval of the original document.

(b) Minutes of the meetings, sign-in sheets, or other documentation of the committee members' participation in the update.

(c) Documentation that the public information program update has been adopted by the community.

All documentation needed for stakeholder delivery credit (STK) is supplied with the OP and PPI documentation. It should be made clear in the public information program document which projects are delivered by stakeholders and therefore warrant STK credit.

Receiving CRS Credit

It is important to understand that there are no CRS credit points for preparing a public information program. The PPI credit comes in the form of bonus points added to outreach projects and other CRS public information activities, such as the website, that are included in the public information program and implemented by the community and/or other organizations or agencies.

The bonus is a 40% increase in the credit under Activity 330 for outreach project (OP) and/or flood response preparations projects (FRP) that are listed in the public information program document. Other activities have different increases in credit. For example, website contents covered in the PPI-credited public information program will increase WEB1 credit from a maximum of 47 points to 75 points, if the website includes additional creditable topics.

If the PPI-credited public information program identifies stakeholders as implementing outreach projects, those projects receive a 30% STK bonus in addition to the 40% PPI bonus. STK credit is only provided for those projects and messages listed in the PPI-credited document as involving stakeholders. The stakeholder organization does not need to be on the public information program committee, but it does need to be listed in the description of the project in the PPI-credited document.

There is no PPI bonus for projects that are not included in the public information program document or for messages that are not the same message described in the document. Such projects and messages can still be credited under OP and FRP, but they would not get the PPI or STK bonus.

Credit for Activity 330 (Outreach Projects) is described in more detail in *Outreach Projects for Credit under the Community Rating System*. That guide shows part of a Microsoft Excel® worksheet used to calculate credit points. The complete worksheet is downloadable and has additional columns for calculating the PPI and STK bonus points. An excerpt from Fort Collins' worksheet is shown below.

330 Outreach Project (OP) Worksheet

	Outreach Projects	Points per Topic	Topics Covered										Times per Year	OP	Multipliers				
			1. Hazard	2. Insure	3. People	4. Property	5. Build	6. Natural	7. Flood Warning	8. Regulations	9. Basement Flooding	10. Drive Safe			PPI?	PPI (OP)	STK?	STK (OP)	OP + PPI + STK
P#1	Brochure sent to 100-year and 500-year floodplain property owners and residents	6	X	X	X	X	X	X	X	X	X	X	1	60	y	24.0	y	18.0	102.0
P#2	Realtor, Lender, Insurance Agent, Property Manager Mailer	6	X	X			X			X			1	24	y	9.6	y	7.2	40.8
P#3	Bus Benches	2	X									X	5	20	y	8.0	n	0.0	28.0
P#4	High Water Markers - City trails	6	X										5	30	y	12.0	n	0.0	42.0
P#5	High Water Markers - CSU Campus	2	X										3	6	y	2.4	y	1.8	10.2
P#6	Trail Signs	6	X					X					5	60	y	24.0	n	0.0	84.0
P#7	City News - Utility Billing May	2	X	X	X	X		X	X			X	1	14	y	5.6	n	0.0	19.6
P#8	City News - Utility Billing July	2	X		X				X			X	1	8	y	3.2		0.0	11.2
P#9	Social Media	2		X	X	X			X		X	X	5	60	y	24.0		0.0	84.0
P#10	Flood Awareness Week Displays - Poster and Brochures	1	X	X	X	X	X	X	X	X	X	X	5	50	y	20.0	y	15.0	85.0
P#11	Disaster Preparedness Calendar	1	X		X	X			X				1	4	y	1.6		0.0	5.6
P#12	Community Booths/Events - City Booth	2	X	X	X	X	X	X	X	X	X	X	5	100	y	40.0	y	30.0	170.0
P#13	Community Booths/Events - City Booth - Natural Areas	2						X					5	10	y	4.0	y	3.0	17.0
P#14	Community Booths/Events - Wildland Restoration Volunteers	2						X					5	10	y	4.0	y	3.0	17.0
P#15	Community Booths/Events - Red Cross	2			X								5	10	y	4.0	y	3.0	17.0
P#16	Community Presentations - Red Cross	2			X								5	10	y	4.0	y	3.0	17.0
P#17	Flood Videos - City	1	X		X	X	X	X	X			X	5	35	y	14.0	y	10.5	59.5
P#18	Flood Videos - CSU	2	X		X	X	X	X	X			X	5	70	y	28.0	y	21.0	119.0
P#19	CSU Housing Fair	2	X	X	X	X			X		X		1	12	y	4.8	y	3.6	20.4
P#20	Education in Schools	6	X		X			X	X			X	5	150	y	60.0	y	45.0	255.0
P#21														0		0.0		0.0	0.0

Review of the Public Information Program

Before the PPI bonus credit is applied to outreach projects and other public information activities, the public information program document is reviewed by the CRS to ensure that the seven required steps have been carried out. The ISO/CRS Specialist will provide the findings of the review to the community. Some important points about this review:

- Because this guide further explains the credit criteria and includes the latest policies and guidance, the criteria in this guide will be used to determine if a submittal qualifies for PPI and STK credit.
- The reviewer only sees what is submitted. If something is not included in public information program document, the community should also submit explanatory materials. For example, if the committee member listed in the document does not identify who is the floodplain manager, it can be so noted in a separate cover memo.
- During development of a public information program, community officials should feel free to contact their ISO/CRS Specialist with questions and/or to confirm that they are on the right track.
- It is highly recommended that communities submit drafts or even partial drafts of their public information program documents for courtesy review before their document is finalized.

An Example of a PPI Worksheet

PPI Worksheet						
Priority Audience	**Message**	**Outcome**	**Project(s)**	**Assignment**	**Schedule**	**Stakeholder**
Priority Audience 1. Coastal floodplain residents	Topic 1 message: Find out about your flood hazard	Increase in the number of map information inquiries	320 map info service to include info on flood depths, wave heights, and past floods (320)	Floodplain manager	Start as soon as staff has the maps	
			OP 3. Presentations to five neighborhood associations	Floodplain manager	Set up the five presentations by January 31	Neighborhood associations
			OP 4. Cable TV to show the neighborhood association presentation	Floodplain manager and public information officer	Tape the first two presentations and use the best scenes	Neighborhood associations, cable TV company
			OP 5. Mailing sent each year to residents of the SFHA	Floodplain manager and public information officer	Disseminate in May, before hurricane season	
		Increase in number of webpage hits	New website page will show flood depths and LiMWA boundary (350)	Floodplain manager and webmaster	Have on line by May 1 start of hurricane season	
		Increase in the number of people getting tech assistance	Floodplain manager to explain depths, waves, and past floods when providing assistance (360)	Floodplain manager	Start as soon as staff has the maps	
	Topic 2 message: Call your insurance agent to see if you have flood insurance coverage	The total number of SFHA policies increases	OP 1. FEMA brochure on flood insurance	Floodplain manager	Printed and dis-played by Feb. 28	FEMA
			OP 2. Local insurance agents advise their clients	Insurance agency representative on the PPI committee	Explain at March 15 insurance assoc. meeting	Insurance agencies
			OP 3. Presentations to neighborhood associations	See OP 3 above	See OP 3 above	See OP 3 above
			OP 4. Presentation on cable TV	See OP 4 above	See OP 4 above	See OP 4 above
			Website to summarize cost of typical policy and have link to FloodSmart (350)	Floodplain manager and webmaster	Have on line by May 1 start of hurricane season	

An Example of a PPI Worksheet (cont.)

PPI Worksheet						
Priority Audience	**Message**	**Outcome**	**Project(s)**	**Assignment**	**Schedule**	**Stakeholder**
Priority Audience 2. Residents of repetitive loss areas 3–9 (in X Zone)	Topic 2 message: Call your insurance agent to see if you have contents coverage	Increase in the number of flood insurance policies with contents coverage	OP 2. Local insurance agents advise their clients	See OP 2 above	See OP 2 above	See OP 2 above
			OP 3. Presentations	See OP 3 above	See OP 3 above	See OP 3
			OP 4. Cable TV	See OP 4 above	See OP 4 above	See OP 4
			Website page stresses contents coverage (350)	Floodplain manager and webmaster	Have on line by May 1	
			Floodplain manager to explain need for contents coverage when providing tech assistance (360)	Floodplain manager	Start immediately	
	Topic 4 message 4a: Protect your property from shallow flooding	Increase in the number of permits for retrofitting projects	OP 3. Presentations	See OP 3 above	See OP 3 above	See OP 3
			OP 4. Cable TV	See OP 4 above	See OP 4 above	See OP 4
			OP 7. Meetings with home builders association to explain retrofitting projects	Floodplain manager	Presentations at the January and April meetings	Home builders association
			Website page on how to protect from shallow flooding (350)	Floodplain manager and webmaster	Have on line by May 1	
			Floodplain manager to explain projects when providing advice (360)	Floodplain manager	Start immediately	
	PPI message 7: Don't dump in your ditch	Drainage inspectors report fewer calls and a decrease in the amount of trash removed	OP 3. Presentations	See OP 3 above	See OP 3 above	See OP 3
			OP 4. Cable TV	See OP 4 above	See OP 4 above	See OP 4
			OP 7. Meeting to explain the rules to home builders	See OP 7 above	See OP 7 above	See OP 7
			Website page on drainage maintenance (350)	Floodplain manager and webmaster	Have on line by May 1	
			Floodplain manager to explain owner's responsibilities when providing advice (360)	Floodplain manager	Start immediately	
			OP 3, 4 and 5 to cover dumping regs (540)	See OP 3, 4, and 5	See OP 3, 4, and 5	See OP 3, 4, and 5

Developing Okaloosa County CRS Program for Public Information

Executive Summary:

Okaloosa County received a draft verification of the community rating system (CRS) of 2735 points that resulted in a rating of 5. This correlates to a discount on flood insurance premiums of 25% or an average of $200 per year savings for individuals requiring flood insurance. By developing a Program for Public Information within the structure of CRS the rating will reach a sustainable 4. That rating would equate to a 30% discount on premiums or up to an average of $280 in per year savings for individuals. This would equate to an estimated total of $4.2M back in the citizens' pocket.

Introduction:

The Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). Over 1,500 communities participate nationwide.

Okaloosa County through its growth management department and certified floodplain managers submits documentation annually in relation to the National Flood Insurance Program (NFIP) Community Rating System (CRS). This documentation is then compiled and awards points towards activities identified in the CRS program. Every three (3) years the rating is recalculated. The last calculation was conducted in 2024 receiving a rating of five (5), with the next major review set for 2027.

Justification:

After thoroughly reviewing the credit calculations it was identified that there were credits that were easily attainable and sustainable. One such way to have maximum impact across the spectrum of activities was identified as a Program for Public Information (PPI). The majority of the requirements were met and are already being accomplished but were simply not codified under a specific program. The PPI gives an average of 40% bonus to credits across activities and has the capability to stack with other bonuses such as the

30% stakeholder bonus (projects highlighted by community stakeholders). Through just this one line of effort the county can easily attain a 4 rating.

Additionally, the PPI would have impacts outside of just CRS ratings. Certain grants (IE EMPG, HMGP, BRC) require active engagement and education of the public with strong stakeholder engagement. Key portions of being a Storm Ready community are also included in the requirements of the PPI and would increase the number of Municipalities that are storm ready. Being a Storm Ready community adds an additional 25 credits towards their CRS rating. The PPI would directly meet EMPA and EMPG requirements of stakeholder engagement as well as possibly improve public engagement in the Local Mitigation Strategy (LMS) Committee.

The PPI would not only impact unincorporated Okaloosa but will also impact municipalities if they are active members in the PPI process. Strengthening municipal and county relationships already exist in LMS and improving the CRS ratings of all participating municipalities.

Activities Impacted by the PPI:

CRS Elements with a Public Information Component			
Activity	**Element**	**OP Credit?**	**PPI Bonus?**
320 (Map Information Service)	Publicizing the service	*	*
330 (Outreach Projects)	Outreach projects (OP)	Yes	Yes
	Flood response preparations (FRP)	No	Yes
	Program for public information (PPI)	–	–
	Stakeholder delivery (STK)	–	–
340 (Hazard Disclosure)	Disclosure of the flood hazard (DFH)	No	Yes
	Real estate agents' brochure (REB)	No	Yes
350 (Flood Protection Information)	Website (WEB1)	No	Yes
360 (Flood Protection Assistance)	Property protection assistance (PPA)	No	Yes
	PPA site visits (PPV)	No	Yes
	Financial assistance advice (FAA)	No	Yes
	Publicity for PPA, PPV, and/or FAA	*	*
370 (Flood Insurance Promotion)	Coverage plan implementation (CPI)	No	Yes
Section 504 (Repetitive Loss Area Outreach Project)	Repetitive loss area outreach project	*	*
540 (Drainage System Maintenance)	Stream dumping regulations (SDR)	No	Yes
610 (Flood Warning and Response)	Annual outreach project prerequisite	*	*
620 (Levees)	Annual outreach project prerequisite	*	*
630 (Dams)	Annual outreach project prerequisite	*	*

* *OP credit can be provided for the publicity or outreach project prerequisite for this element. The OP credit can also receive the PPI and STK bonus credit if the project is in the PPI.*

The way forward:

To receive credit for the PPI a seven (7) step planning and public involvement process.

1) Establish a committee for public information. For PPI credit the committee must meet at least twice a year and consist of members inside and outside local government.
   A proposed Committee would consist of:

Okaloosa County	-Emergency Management -Floodplain Manager -Growth Management -County PIO	**
City of Crestview	-Planning	
City of Destin	-Public Works Director	
City of Fort Walton Beach	-Planning	
City of Mary Esther	-Code Enforcement	
City of Niceville	-Deputy City Manager	
City of Valparaiso	-City Administrator	
Town of Shalimar	-City Manager	
Town of Cinco Bayou	-City Manager	
City of Laurel Hill	-City Clerk	

   ** Each community government entity would be required to propose 1 or more local stakeholders.

2) Assess the community's public information needs.
   a. Identify Priority Areas
   b. Assess Flood Insurance Coverage
   c. Determine Priority Audiences
   d. Inventory Other Public Information Efforts
3) Formulate Messages
4) Identify Outreach Projects to Convey Message
5) Examine other public information initiatives
6) Prepare and adopt the public information program
7) Implement, Monitor, and Evaluate.

Completing these steps in coordination with the existing LMS committee would have a significant impact on credits received during the CRS Calculation Review Process. 10 of the 11 impacted activities during the last calculation would have improvements in credits. This is reflected even more so that PPI credits and bonuses are available in 9 of the 13 scored activities of 2024. An addition of 2 more scored areas would be added that were not previously credited at all.

INSURANCE SERVICES OFFICE, INC.

1000 Bishops Gate Blvd, Suite 300, P.O. Box 5404, Mt. Laurel, New Jersey 08054
Phone: (856) 787-0412 or (800) 444-4554 FAX 1-800-777-3929

Mail Correspondence to: 58 Ne 135th Terrace Gainesville, FL 32641

January 10, 2025

Michael Burgess
Director of Public Works & Emergency Management
3949 Commons Drive
Destin, FL 32541
City of Destin, FL

Dear Michael Burgess:

Enclosed are the preliminary results regarding credits for your Community Rating System (CRS) **cycle verification**.

At the present time, I have verified **2097** credit points for the **City of Destin**. This results in a CRS Classification of **6**. Attached are a draft verification report and a draft credit calculations worksheet AW-720 which contains an overall point summary. The information provided is subject to acceptance by DHS/FEMA.

Thank you for your cooperation during my visit. If you have any questions or when I can be of future assistance, please do not hesitate to contact me.

Respectfully yours,

Sarah VanSchoick

Sarah VanSchoick, CFM
ISO/CRS Specialist

enc.

cc: **Louis Zunguze**, CEO
Roy McClure, FEMA Region **IV**
Jillian Kraynak, State NFIP Coordinator
Amanda Gowans, ISO/CRS Technical Coordinator

COMMUNITY
RATING
SYSTEM

VERIFICATION REPORT

City of Destin, FL — **Verified Class 6**

NFIP Number: 125158 — Cycle

Date of Verification Visit: July 31, 2024

DRAFT

This Verification Report is provided to explain the recommendations of Insurance Services Office, Inc. (ISO) to DHS/FEMA concerning credits under the Community Rating System (CRS) for the above named community.

A total of 2097 credit points are verified which results in a recommendation that the community remain a CRS Class 6. The community has met all Class prerequisites. The following is a summary of our findings with the total CRS credit points for each activity listed in parenthesis:

Activity 310 – Construction Certificate Management: Credit is provided for having written construction certificate management procedures for all new and substantially improved/substantially damaged buildings. (38 points)

Activity 320 – Map Information Service: Credit is provided for furnishing inquirers with basic flood zone information from the community's latest Flood Insurance Rate Map (FIRM). Credit is also provided for the community offering additional FIRM information, flood depth data, historical flood information, and natural floodplain functions. The service is publicized annually and records are maintained. (90 points)

Activity 330 – Outreach Projects: Credit is provided for informational outreach projects, general outreach projects, and targeted outreach projects. These projects are disseminated annually. (71 points)

Activity 340 – Hazard Disclosure: Credit is provided for state regulations requiring disclosure of flood hazards. (10 points)

Activity 350 – Flood Protection Information: Documents relating to floodplain management are available in the reference section of the Okaloosa County Public Library Cooperative. Credit is also provided for floodplain information displayed on the community's website. (51 points)

Activity 360 – Flood Protection Assistance: Credit is provided for offering one-on-one advice regarding property protection and making site visits before providing advice. (55 points)

Activity 420 – Open Space Preservation: Credit is provided for preserving approximately 17 percent of the Special Flood Hazard Area (SFHA) as open space and preserving open space land in a natural state. (306 points)

Activity 430 – Higher Regulatory Standards: Credit is provided for enforcing freeboard for new construction and substantial improvement, foundation protection, cumulative substantial improvement, protection of critical facilities, and local drainage protection. Credit is also provided for the enforcement of building codes, a Building Code Effectiveness Grading Schedule (BCEGS®) Classification, and regulations administration. (452 points)

Activity 440 – Flood Data Maintenance: Credit is provided for maintaining and using additional map data in the day to day management of the floodplain. Credit is also provided for maintaining copies of all previous FIRMs and Flood Insurance Study reports. (149 points)

Activity 450 – Stormwater Management: The community enforces regulations for stormwater management, soil and erosion control, and water quality. (212 points)

Section 502 – Repetitive Loss Category: Based on the updates made to the NFIP Report of Repetitive Losses as of May 7, 2024, City of Destin, FL has 206 repetitive loss properties and is a Category C community for CRS purposes. The community is required to submit either a Repetitive Loss Area Analysis or Floodplain Management Plan. (No credit points are applicable to this section)

Activity 510 – Floodplain Management Planning: Credit is provided for the Okaloosa County Local Mitigation Strategy 2022, adopted on January 2, 2022. A progress report must be submitted on an annual basis. (165 points)

Activity 540 – Drainage System Maintenance: Credit is provided for the regular inspection and maintenance of the community's natural drainage system, identified problem sites, and records are maintained. Credit is provided for implementing an ongoing Capital Improvements Program. The community enforces a regulation prohibiting dumping in the drainage system and annually publicizes the regulation. (243 points)

Activity 610 – Flood Warning and Response: Credit is provided for a program that provides timely identification of impending flood threats, disseminates warnings to appropriate floodplain residents, and coordinates flood response activities. A description of the flood exercise or After Action Report from an actual flood event must be submitted on an annual basis. Warning information and safety measures must be publicized annually. (255 points)

DRAFT

Activity 710 – County Growth Adjustment: All credit in the 400 series is multiplied by the growth rate of the county to account for growth pressures. The growth rate for Okaloosa County, FL is 1.13.

Attached is the Community Calculations Worksheet that lists the verified credit points for the Community Rating System.

CEO Name / Address:

Louis Zunguze
City Manager
4200 Indian Bayou Trail
Destin, Florida 32541

CRS Coordinator Name / Address:

Michael Burgess
Director of Public Works & Emergency
3949 Commons Drive
Destin, Florida 32541
850-837-4242

Date Report Prepared: January 10, 2024

DRAFT

Community : City of Destin, FL **NFIP Number :** 125158

720 COMMUNITY CREDIT CALCULATIONS (Cycle):

CALCULATION SECTION :

Verified Activity Calculations:

					Credit
c310	38				38
c320	90				90
c330	71				71
c340	10				10
c350	51				51
c360	55				55
c370					
c410		x CGA		=	
c420	271	x CGA	1.13	=	306
c430	400	x CGA	1.13	=	452
c440	132	x CGA	1.13	=	149
c450	188	x CGA	1.13	=	212
c510	165				165
c520					
c530					
c540	243				243
c610	255				255
c620					
c630					

Community Classification Calculation:

cT = total of above cT = 2097

Community Classification (from Table 110-1): Class = 6

DRAFT

CEO Name/Address:

Louis Zunguze
City Manager

4200 Indian Bayou Trail
Destin, Florida 32541

CRS Coordinator Name/Address:

Michael Burgess
Director of Public Works & Emergency Management
3949 Commons Drive
Destin, Florida 32541
850-837-4242

Date Report Prepared: January 10, 2024

ITEM # 2025-770

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 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: 6/20/2025

SUBJECT: RFQ 25-06-CD Crosstown CEI Presentations

I. BACKGROUND: At the June 16, 2025 council meeting Councilmember Bagby moved to 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. Councilmember Hebert provided a second to the motion, which passed 7-0.

II. DISCUSSION: Presentations and RFQ proposals are attached.

The City Council is asked to rank the firms one through three in order of preference. 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" of the RFQ. 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, or otherwise modify the Contract 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 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 reviewed by the City Attorney and submitted to the City Council for their consideration and approval. The City Council shall have sole approval authority.

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

B. Effect on Budget (EOB):

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

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Council is asked to rank the firms in order of preference from one to three. Staff would then attempt to negotiate with the top-ranked firm for the CEI Services, which would be subject to final approval by Council, in Council's sole discretion. If staff is able to reach an agreeable contract with the top-ranked firm, then staff would bring that contract back and task order to council for their approval. If not, then staff would move down the list of firms in order of ranking.

Each council member should rank the firms with their top choice as their first/most qualified, followed by second and third most qualified choices. Points will then be totaled from all council members and the firm with the LOWEST number will be the council's first choice. Each Council Member should provide a 1, 2 and 3 ranking.

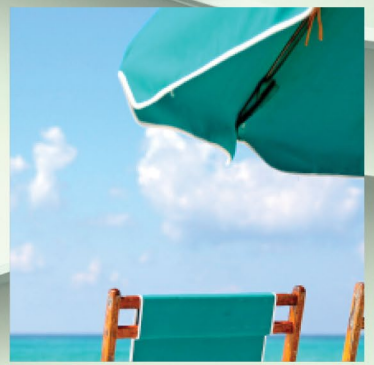
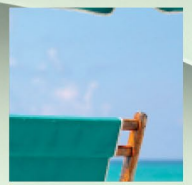
IV. RECOMMENDED MOTION: I move to authorize staff to negotiate a contract, which will be subject to final approval by the City Council, starting with the top-ranked firm and if negotiations with that firm fail, moving down the list of the three firms in order of ranking, until a proposed contract is reached with a firm.

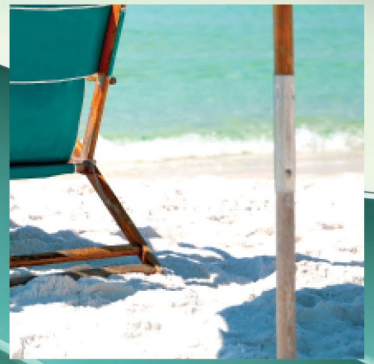
Attachments:

1. Destin Crosstown Connector Presentation - Anchor pdf
2. Boards_v4
3. VOLKERT_City of Destin Crosstown Connector Project CEI Services (to send to Jeff)
4. Anchor Consulting Engineering and Inspection, Inc. RFQ 25-06-CD, CTC CEI Svcs.
5. Halff Associates RFQ No. 25-06-CD - Digital USB Copy
6. VOLKERT_City of Destin CEI Services for Crosstown Connector Project
7. Council Scoresheet - Crosstown CEI RFQ 25-06-CD

PRESENTATION

CITY OF DESTIN
REQUEST FOR QUALIFICATIONS
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR THE CROSSTOWN CONNECTOR PROJECT










PRESENTATION DATE: JULY 7, 2025

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

Anchor CEI
Engineering that works.

Who We Are!

Anchor CEI
Engineering that works.

Anchor is a woman-owned, full-service engineering firm that is registered as a(n):

- FDOT Disadvantaged Business Enterprise.
- Federally Designated Woman-Owned Small Business.
- State of Florida Woman-Owned Business

Anchor's owners are registered Professional Engineers in the State of Florida.

Anchor is FDOT Pre-Qualified to perform Minor Roadway Design (Group 3), Construction Engineering Inspection (Group 10), and Roadway Construction Engineering Inspection (Group 10.1).

Anchor's Team have obtained the following CTQP Certifications:

- FDOT Advanced Maintenance of Traffic Certification
- FDOT Earthwork Construction Inspections Levels I & II
- FDOT Asphalt Paving Technician Levels I & II
- FDOT Quality Manager
- FDEP Certified Stormwater Erosion & Sedimentation Control Inspector
- Nuclear Gauge Density Testing



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Your Team Members!



Elizabeth Moore, P.E.



Anchor President
Client Service Manager
Senior Project Manager
Senior Engineer

Bryan Osborn, P.E.



Day-to-Day Supervisor
Senior Project Manager
Senior Engineer

Brittany Trumbull, P.E.



Anchor Vice President
FDOT & City Coordination
Senior Project Manager
Senior Engineer

Mandy O'Regan



Construction
Administration

Jeremy Leb



CEI Senior Inspector

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Panama City, Florida
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Location, Location, Location!

Anchor CEI
Engineering that works.

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

Anchor is currently inspecting other construction projects within the project area.

Anchor is contracted with neighboring communities of the City of DeFuniak Springs and the City of Freeport.

Anchor's Project Manager, Bryan Osborn, who will be the Inspection Supervisor, currently resides in Walton County, less than 20 minutes from the project site. Bryan will be available to meet with the City whenever needed.

Anchor's office and project manager proximity allows us to be highly responsive and readily available to address any pressing needs or emergencies that may arise.

Anchor take pride in being not only a reliable partner but also a neighbor who understands the local landscape and its unique demands.

Anchor will ensure that the City of Destin receives the highest level of service and support.



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Panama City, Florida
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Anchor CEI
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Who We Work For!



A few of *Anchor's* current and past FDOT CEI Clients are as follows:

- Calhoun County - CR69A Phase I
- Calhoun County - CR69A Phase II
- Calhoun County - CR69A Phase III
- Jefferson County - Freeman Road Re-surfacing
- 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 St. Marks - Fire Escape Road SCOP
- 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 I
- 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

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Florida Department of Transportation Experience!

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Anchor is currently contracted on a team for District 3 Systems Planning Consultant.

Anchor is currently contracted on a team for District 3 General Engineering Contract.

Anchor has worked with the FDOT on many local LAP, SCOP, SCRAP, and BSCOP-funded projects.

Anchor understands the complexities of the each type of grant and what is required by the Department.

Anchor has a 15-year working relationship with District 3's Local Administrators and Project Managers.

Anchor understands the importance of meeting grant deadlines in order for the City to receive funding.

Anchor understands the importance of keeping accurate records throughout the construction phase to ensure local, state and federal compliance.



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What is Our Approach?



Anchor's Construction Administration and Inspection Approach:

- Provide City of Destin with “peace of mind” knowing that Anchor is prepared and ready.
- Be the liaison between the City and FDOT, as needed.
- Ensure Contractor compliance with EEO and Davis Bacon Requirements.
- Coordinate between City, Contractor, Subcontractor(s), Utility Companies and FDOT.
- Ensure that the project has an accurate Project Layout.
- Ensure that Contractor provides Quality and Timely Testing.
- Provide quality CTQP-Certified On-Site Inspectors.
- Prepare Daily Inspection Logs using Raken Software®.
- Prepare Monthly/Quarterly State and Federal Reporting Documents.
- Oversee Contractor’s Material Testing.
- Review and Track Contractor’s Pay Applications.
- Prepare and Track Change Orders between Contractor and City. Obtain FDOT’s pre-authorization of Change Orders to ensure the Department’s funding availability.
- Prepare Close-Out Packages to both FDOT and City of Destin.

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Project Examples!

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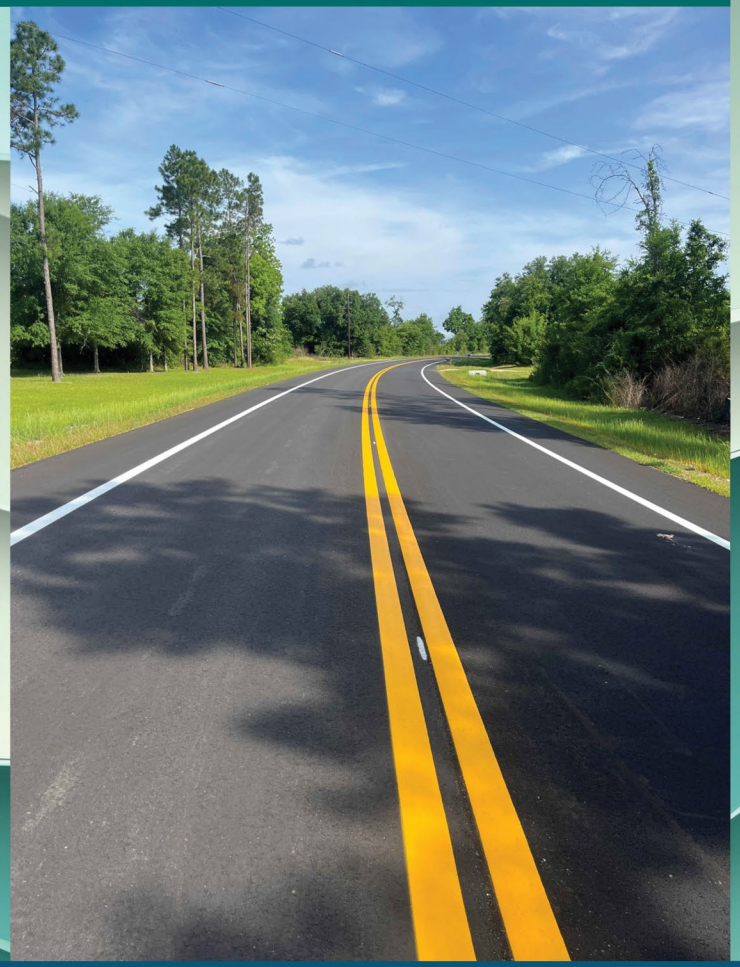
County Road 69A Roadway Improvements Phases I, II and III
Calhoun County, Florida (LAP Project)

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.

Anchor performed construction administration and inspection and resident compliance specialist services.





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Project Examples!



East Ivan Road Resurfacing and Reconstruction
Wakulla County (SCRAP Project)

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.

Anchor performed construction administration and inspection services.



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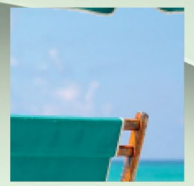
PRESENTATION

Anchor CEI







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PROJECT GOALS

ON TIME

- Detailed CPM Schedule
- Utility Coordination

ON BUDGET

- Constructablity Review Pre-Bid
- Avoid Specification Pit Falls

CHANGE ORDERS

QUALITY

SIMILAR EXPERIENCE

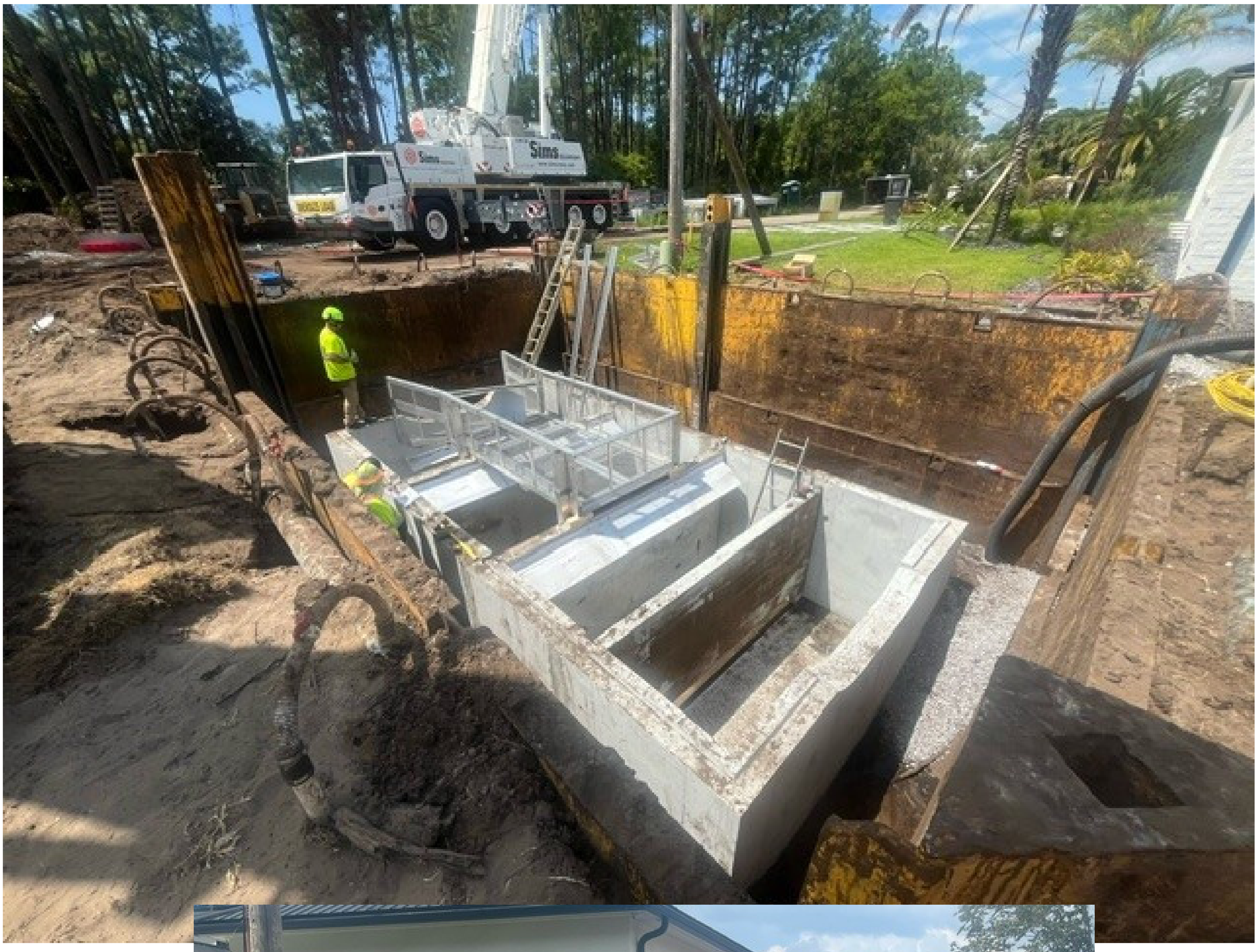
BEFORE



AFTER



SIMILAR EXPERIENCE





UTILITY COORDINATION



US 98 at Stahlman Avenue

FAQS

What is the most concerning part of the project?

- Utility coordination/relocation
- Public relations: detours, school buses, mail delivery, garbage pickup
- Safety: attractive nuisance, pedestrians, school children (walkers, bicyclists, bus stops)
- Landscaping and irrigation
- Maintenance and ownership of Phase One during Phase Two construction
- Level of survey and control

Where are the cost savings?

- Specification quality bonuses and adjusted thickness bonus
- Changes to materials for landscaping

How do you plan to approach this project?

- Local committed staff, pro-active communications and pre-emptive actions
- Unyielding focus on safety and quality

Example of identifying and solving a problem:

- PJ Adams utility coordination
- Attaching conduit to a bridge can be time consuming and costly – cost savings to use the existing bridge barrier conduit – identified and resolved pre-construction **= $330K savings**

Are you available to start immediately?

- Yes. H&T expected to start in July

What type of reports and documentation will you provide?

- Halff has developed a proprietary application for daily diaries and photo database

Do you have any innovative techniques or technology for this job?

- Multivista web cam
- Time stamped GPS for digital documentation



CITY OF DESTIN, FLORIDA

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT

RFQ No. 25-06-CD

JULY 7, 2025

VOLKERT

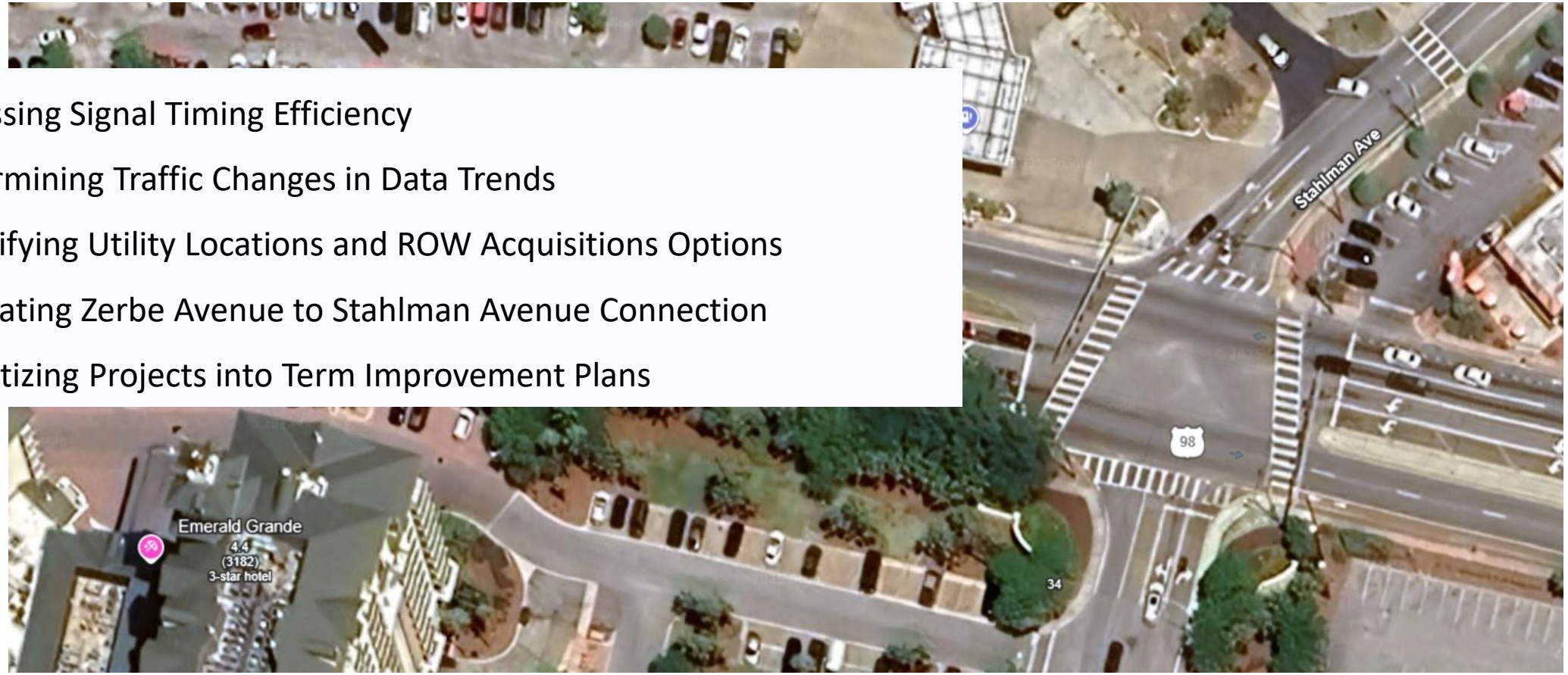
EXTENDING OUR WORKING RELATIONSHIP

The Volkert Team currently holds and has maintained a **General Engineering Services Contract with the City of Destin since 2020**, demonstrating our consistent commitment to the City's infrastructure goals.

Past Design Project

US 98 at Stahlman Avenue Intersection Traffic Assessment, City of Destin

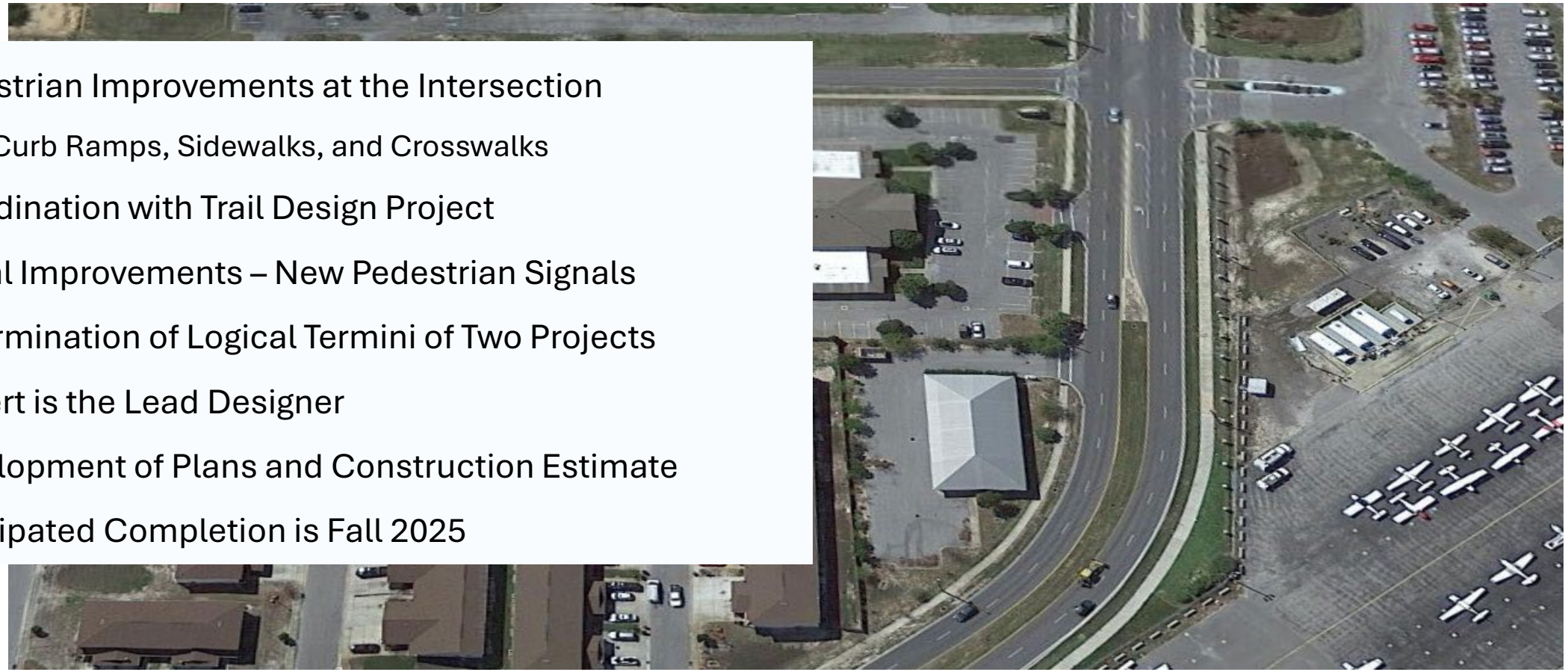
- Assessing Signal Timing Efficiency
- Determining Traffic Changes in Data Trends
- Identifying Utility Locations and ROW Acquisitions Options
- Evaluating Zerbe Avenue to Stahlman Avenue Connection
- Prioritizing Projects into Term Improvement Plans



Recent Design Project

Airport Road and Common Drive Pedestrian Improvements, City of Destin

- Pedestrian Improvements at the Intersection
  - Curb Ramps, Sidewalks, and Crosswalks
- Coordination with Trail Design Project
- Signal Improvements – New Pedestrian Signals
- Determination of Logical Termini of Two Projects
- Volkert is the Lead Designer
- Development of Plans and Construction Estimate
- Anticipated Completion is Fall 2025



INTRODUCTION OF YOUR LOCAL TEAM



PROJECT NOTES

- **Phased Construction – 435 days total**
  - **Phase 1: ADS Stormwater System Installation / H&T Contractors**
  - **Construction timeframe: Begins July 2025 – Ends December 2025**
  - **Phase 2: Roadway Construction / Contractor To Be Determined**
- **Team and Client Communication and Coordination**
- **Project Understanding and Approach (Pre, During, and Post Construction)**
- **Documentation and Compliance**
- **Managing Project Budget and Schedule Oversight**
- **Quality Assurance/Quality Control**

WHY VOLKERT?

- The Volkert Team meets the requirements needed to be considered for this project
- Experienced working on urban CEI projects
- Team members and support staff are available to begin working on this project immediately upon notice to proceed (NTP)
- Keys to Volkert's Success - Core Values: Service, Quality, Ethics, and Safety

We are excited to continue building our valued relationship with you!







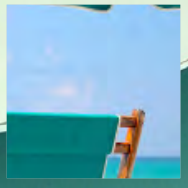
CITY OF DESTIN
REQUEST FOR QUALIFICATIONS






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.

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Anchor CEI

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- **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.

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)

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

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.
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.

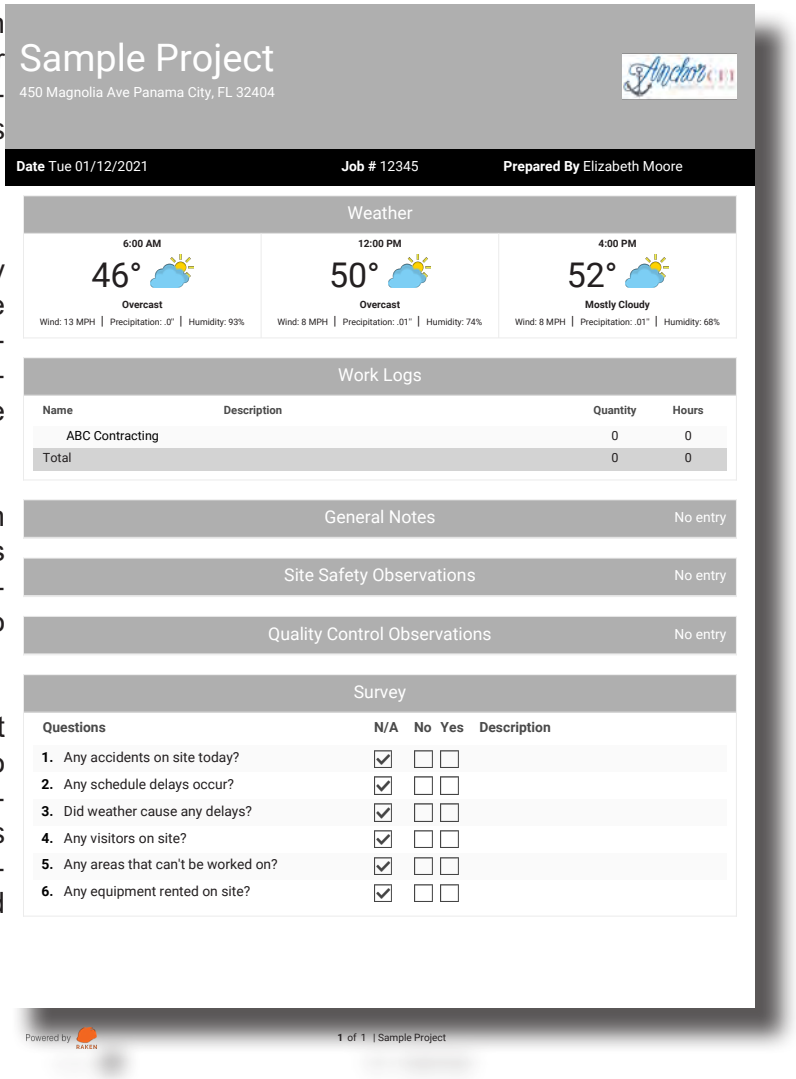
CTQP Qualified

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.

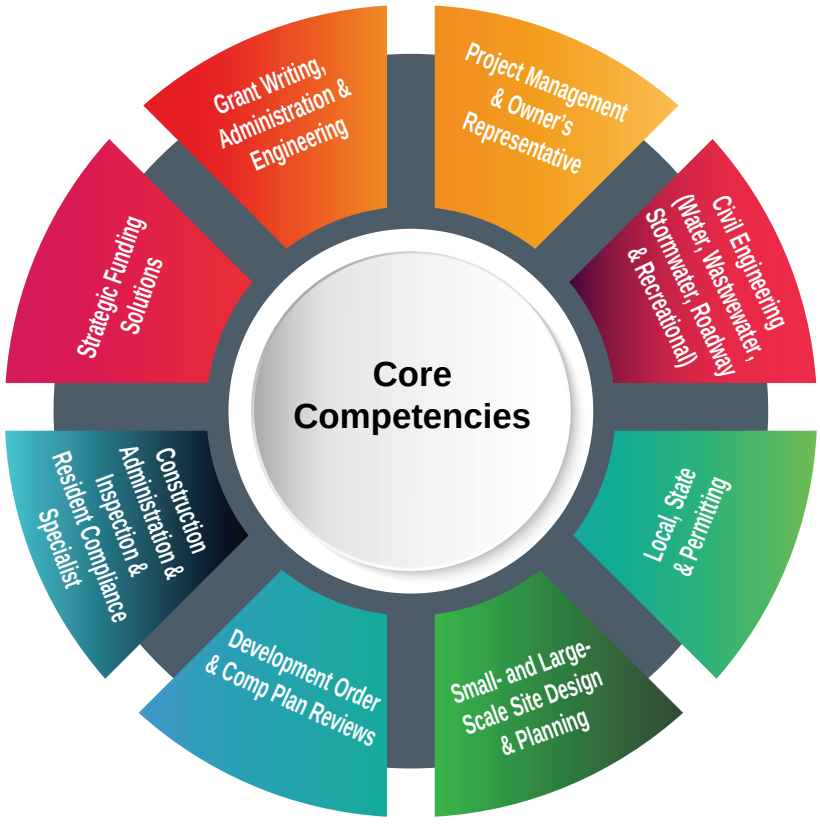
FIRM'S QUALIFICATIONS

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

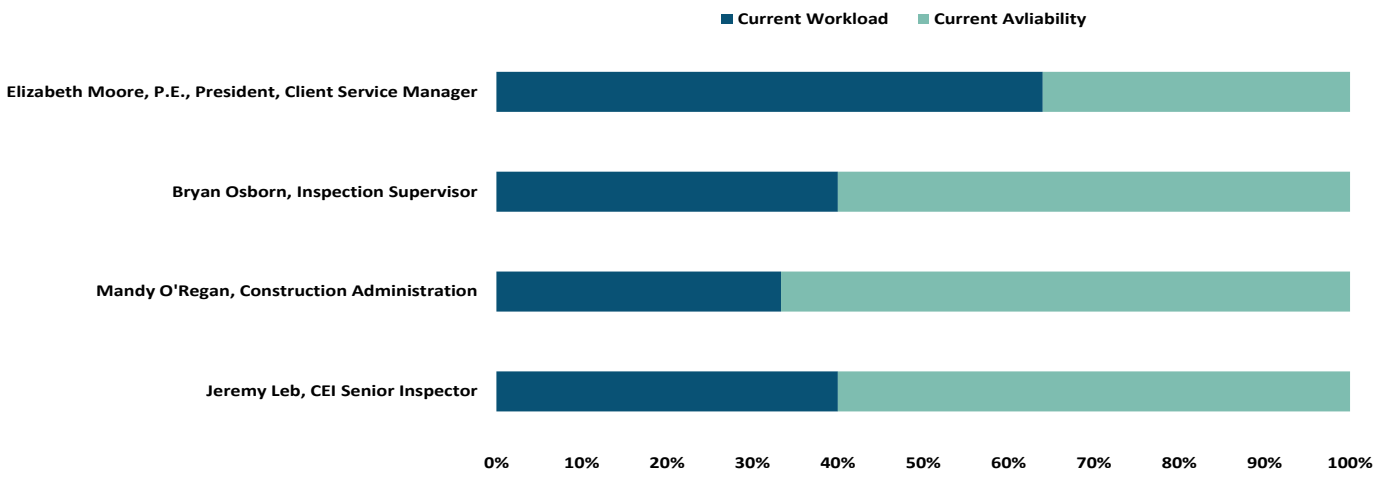
CEI Inspection Experience

- 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

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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**

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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:

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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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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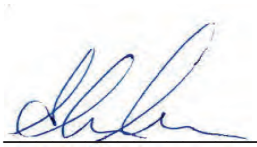
TAB 6-F
LIABILITY AND INDEMNIFICATION FORM

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

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

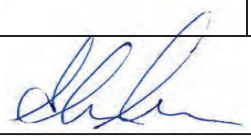
TAB 6-H
SCHEDULE OF SUBCONSULTANT(S) NOT REQUIRED

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

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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



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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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.

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Florida dbpr Department of Business & Professional Regulation

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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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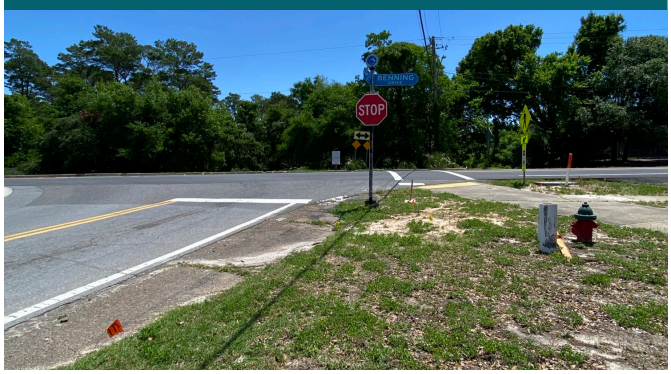
CONSTRUCTION ACTIVITIES

- 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.

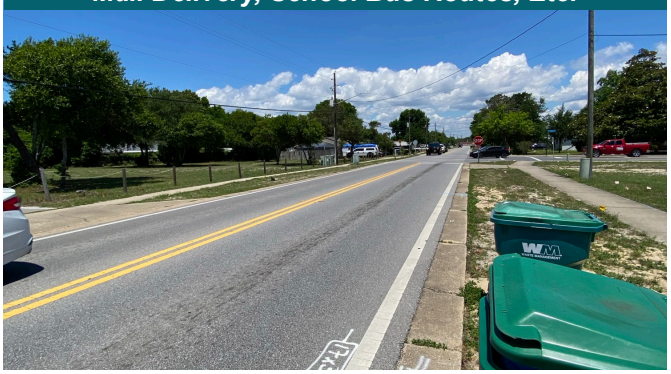
POST-CONSTRUCTION ACTIVITIES

- 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

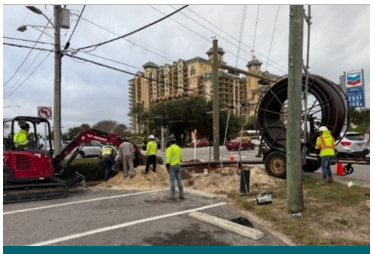


Before Construction



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

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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**

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
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

THIS PAGE MUST BE SUBMITTED FOR RESPONSE TO
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.

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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

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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.

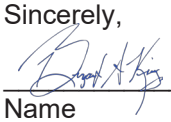
2. The proposal has been developed independently, without consultation, communication or agreement with any other firm or parties for the purpose of restricting competition.

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



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







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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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BE CONSIDERED COMPLETE AND ACCEPTABLE

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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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.

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

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

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

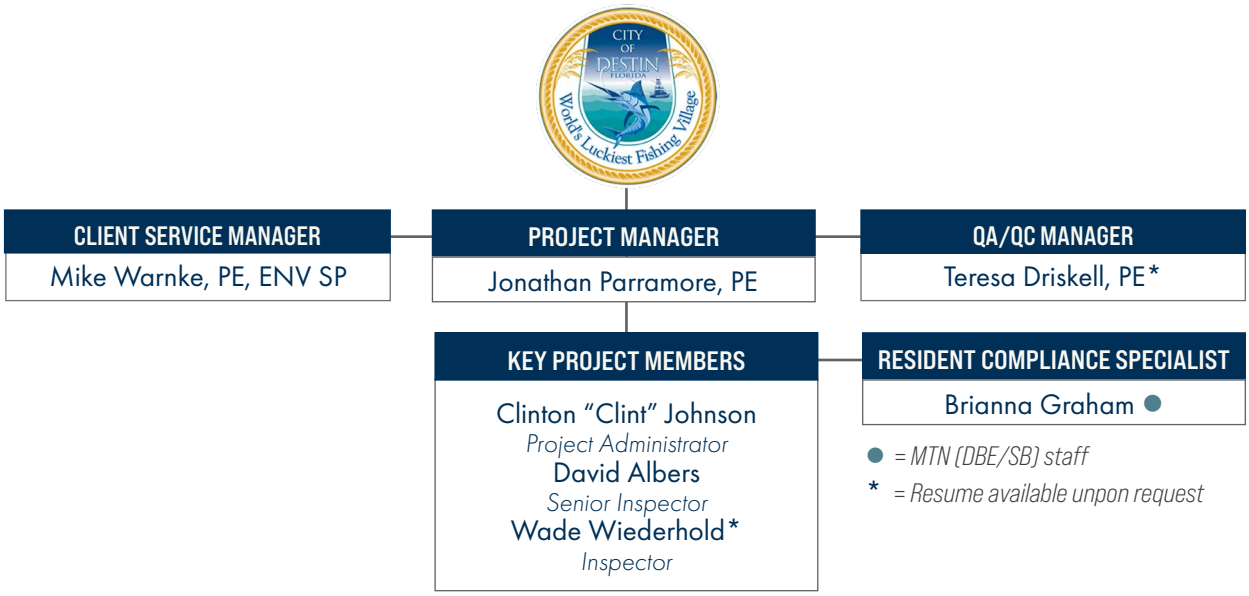
B | RESUMES

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

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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

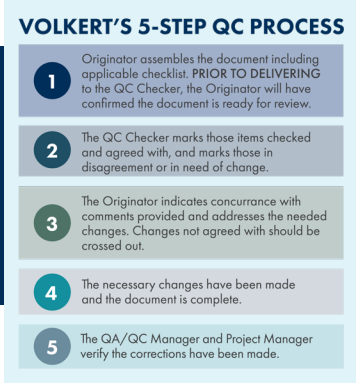
LICENSES/CERTIFICATIONS: Professional Engineer, FL No. 55164; CTQP Final Estimates 1 & 2; Pile Driving; QC Manager; Advanced MOT; Critical Structures Self Study; NPDES/FSESCI Erosion Control; Nuclear Radiation/HAZMAT

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.

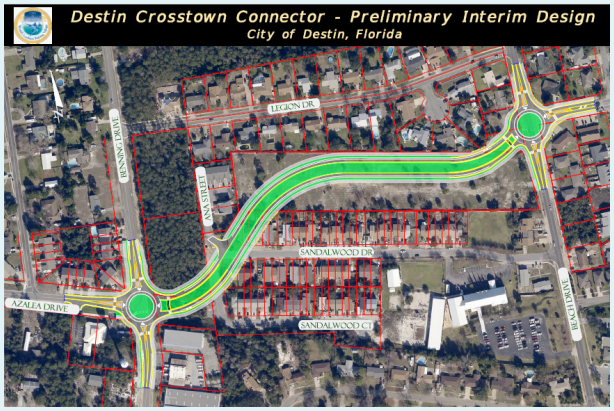


Image used courtesy of the City of Destin. © City of Destin official City of Destin website (www.cityofdestin.com). 2025

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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- 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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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

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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







RFQ 25-06-CD Crosstown CEI Services
SCORESHEET

Evaluator's Name _____ Date _____

FIRMS	RANK
Anchor CEI	_____
Halff Associates	_____
Volkert	_____

The above list of firms is considered by City Staff to be adequately qualified. Please rank the firms in order of which firm you deem to be the most qualified to work on this project.

(1=first choice) (2=second choice) (3=third choice)

When you are finished scoring you will have ranked the firms in order from 1 to 3.

The lowest average-scoring firm will be identified as the council-selected firm for this project.

ITEM # 2025-796

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 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

DATE: 6/25/2025

SUBJECT: Undergrounding Update with Parking Lot Light Discussion

I. BACKGROUND:

II. DISCUSSION: Utility Consultants of Florida will be providing an update and further information regarding their attached presentation for the Utility Underground Conversion Project Phase 1. Specifically, the Consultant will provide information on privately owned parking lot lights within the project area that are not currently scheduled to be connected under the scope of the current City's Project.

For Phase 1 (Marler Bridge to Airport Road), there are 59 affected properties that will need to replace the existing lighting and poles in order to connect to the new underground feed. FPL's streetlighting tariff requires an upfront payment for the conduit installed via directional drilling. The Consultant has inventoried all existing lights that will be disconnected and has calculated that there is approximately 14,000 linear feet of conduit needed to replace each affected light.

The total installation cost for this conduit is estimated at $147,000, to be paid by the City, and would require a change order to be approved by Council. In addition to the additional cost to be paid by the City, each customer will have an adjusted monthly charge for the new pole, fixture and other materials to connect. This adjustment would vary by customer, and customers would need to coordinate with FPL's Streetlighting Division to select the pole and lighting.

A. Link to Strategic Goals / Objectives: 1.3 Undergrounding Utilities
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Council is being asked to determine if the Consultant's proposal is acceptable, and if so, to approve a change order in the amount of $147,000, along with any required budget amendment which would be brought back to Council at a future meeting.

Additionally, Staff recommends that Council further direct Staff and the City Attorney to prepare an Ordinance requiring uniform light poles consistent with the attached presentation from the Consultant, if Council approves of the proposal,

IV. RECOMMENDED MOTION: 1. I move to direct the City Manager to approve a change order consistent with the Consultant's presentation, and bring back any necessary budget amendment to the City Council.
2. I move to direct the City Manager and City Attorney to prepare an Ordinance for future Council consideration to require uniform light poles consistent with the Consultant's presentation.

Attachments:

1. CITY OF DESTIN UG UPDATE JULY 7TH PRESENTATION

CITY OF DESTIN

UNDERGROUND CONVERSION PROJECT UPDATE

PROJECT STATUS



CONSTRUCTION
62%



CONTRACT TIME
39%

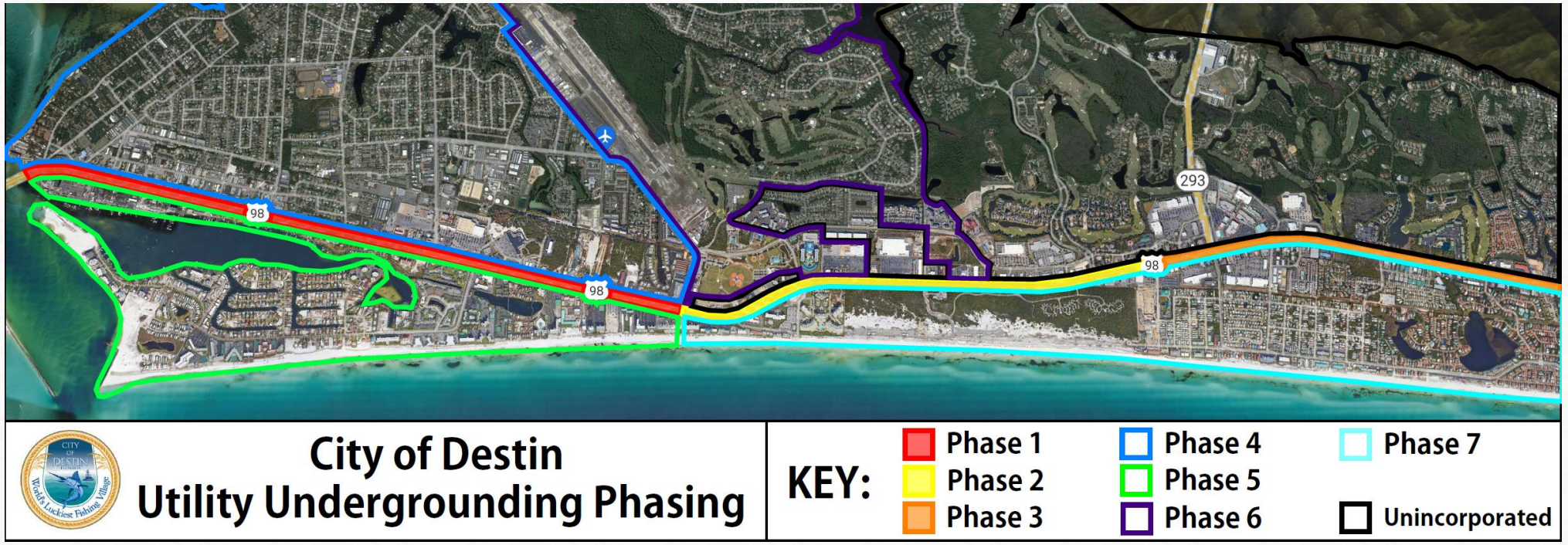


BUDGET

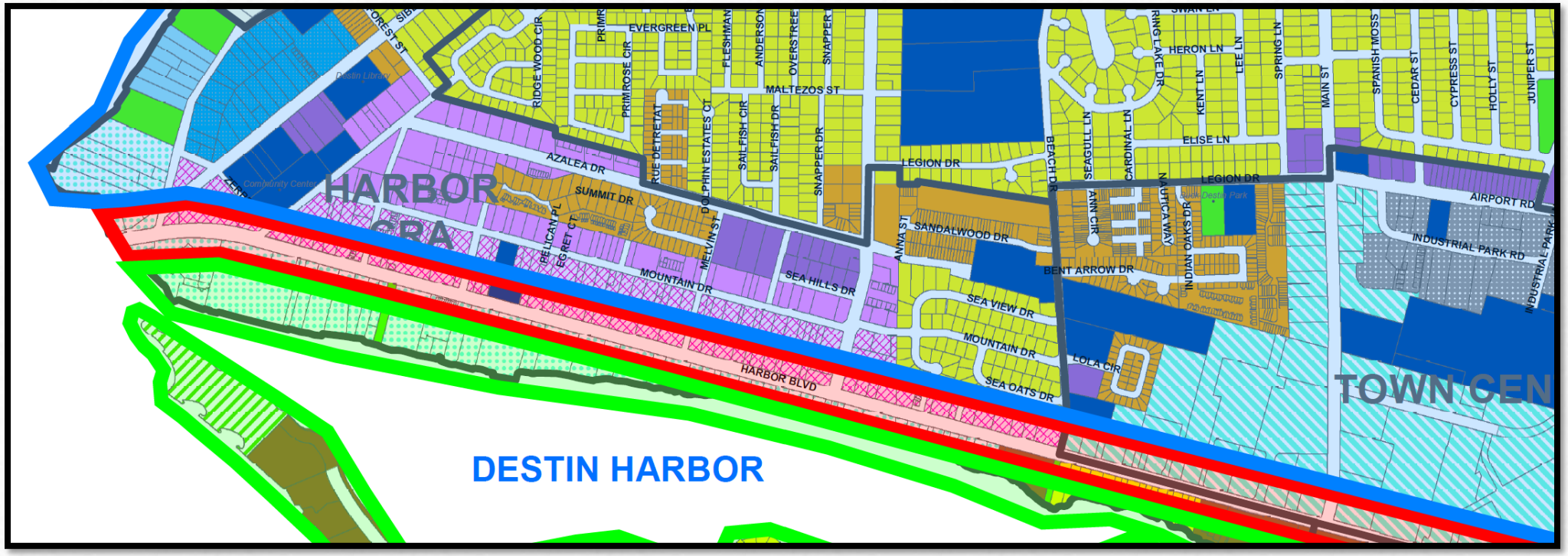


FORECAST

PROJECT STATUS



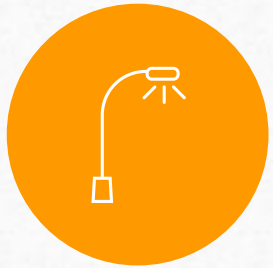
PROJECT STATUS



EXISTING PARKING LOT LIGHTS

- FPL STREETLIGHTING TARIFF
  - REQUIRES CUSTOMERS PAY UPFRONT CONDUIT INSTALLTION COST
  - CHARGES CUSTOMER MONTHLY FOR NEW LIGHT, POLE(S), SPLICE BOX
  - IN SOME INSTANCES, MONTHLY FEE WILL BE LOWER

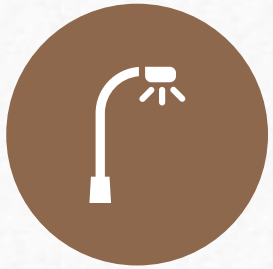
EXISTING PARKING LOT LIGHTING COST



EXIST FLOODLIGHT



MONTHLY COST $44 ~ $55



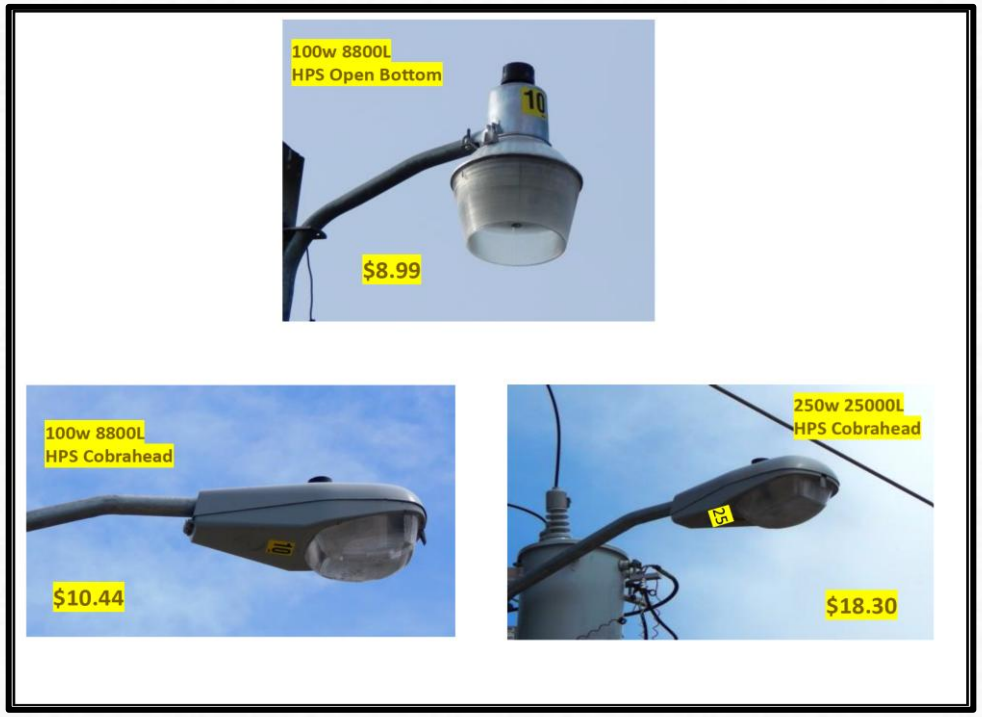
EXIST PARKING LIGHT



MONTHLY COST $9 ~ $18

EXISTING PARKING LOT LIGHTING COST



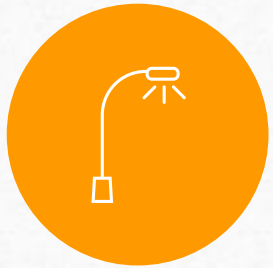


EXISTING PARKING LOT LIGHTS

ADDRESS	EST LINEAR FT CONDUIT
10 Harbor Blvd.	50
104 Harbor Blvd.	535
116 Harbor Blvd.	425
126 E. Harbor Blvd.	10
200-202 Harbor Blvd.	230
300 Harbor Blvd.	125
314 E. Harbor Blvd.	580
316 Harbor Blvd.	130
390 Harbor Blvd.	25
404 Harbor Blvd.	90
414 Harbor Blvd.	300
500 Harbor Blvd.	115
530 Harbor Blvd.	145
538 Harbor Blvd.	250
612 Harbor Blvd.	125
616 Harbor Blvd.	30
624 Harbor Blvd.	200
646 Harbor Blvd.	200
902 E. Hwy 98	160
960 E. Hwy 98	620
1000 E. Hwy 98	390

- 59 TOTAL AFFECTED PARCELS
- ESTIMATED LINEAR FEET OF CONDUIT NEEDED TO SERVE THE EXISTING LIGHTS – 14,000LF
- ESTIMATED COST PER/LF $10.50
- TOTAL ESTIMATED COST FOR UPFRONT CONDUIT - $147K

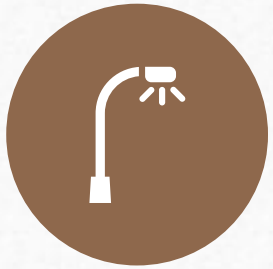
CHANGES FOR PARKING LOT LIGHTING COST



NEW LED
FLOODLIGHT



MONTHLY COST
$ 26



NEW LED
PARKING LIGHT



MONTHLY COST
$ 13 ~ $22

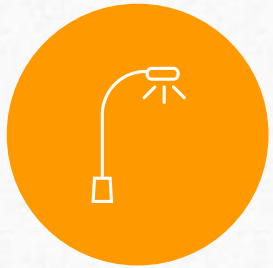
EXISTING PARKING LOT LIGHTING COST

LED Autobahn fixture

$13.47	120w 17125L ATB LED
$15.97	190w 25839L ATB LED
$22.03	264w 33910L ATB LED

$17.46 37’ (30’ MH) Black Octagonal pole

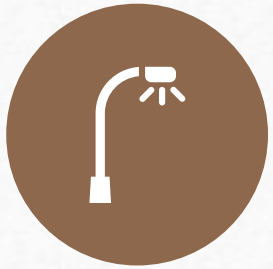
CHANGES FOR PARKING LOT LIGHTING COST



EXIST PARKING LOT POLE



MONTHLY COST $20



NEW PARKING LOT POLE



MONTHLY COST $ 17.50

PROPOSED BLACK PARKING LOT POLE




QUESTIONS

ITEM # 2025-821

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

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

FROM: Larry Jones , City Manager
David Prichard, Community Development Director

DATE: July 2, 2025

SUBJECT: Public Beach Vending RFP Discussion

I. BACKGROUND: The Council requested the City Manager to direct staff to provide some public beach vending options that could be included in a Request for Proposal (RFP).

II. DISCUSSION: As requested by the Council, staff compiled a list of items to be considered in a Request for Proposal (RFP), which includes the following two categories:

1. City Standards and Limitations
2. Requested Responses from the Applicant

The following documents are attached to this item:

- The proposed list of items for discussion and consideration
- Walton County's Beach Vendor RFP
- Walton County's Ordinance 2024-21 regarding Beach Vendors (reference pages 20-28)

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. RFP Requirements Vending on Destin Public Beach_v2
2. Ordinance 2024-21 Beach Vendor
3. Pgs. 20-21 Ordinance 2024-21 Beach Vendor
4. Beach Vendor - RFP

Discussion of Public Beach Vending RFP

If the City Council is considering allowing limited vending on public beaches, here are some considerations to be included in a request for proposal:

City Standards and Limitations

- Separate awards for individual public beaches or collectively?
- Period of performance
- Days/hours of operations
- Insurance requirements
- Types of vending allowed
- Non-interference with the public's use and enjoyment of the public beach
- Litter control/removal
- Leave no trace ordinance and regulations to be strictly followed
- No generators
- No amplified sounds

Requested Responses from Applicant

- Bid for exclusive right
- Revenue sharing
- Method and location of vending
- Communication plan
- Operations plan
- Safety plan
- Required equipment
- On-site storage
- Attendant standards (dress, demeanor)
- Customer satisfaction/complaint resolution procedures

July 2, 2025

ORDINANCE 2024-21

AN ORDINANCE AMENDING PORTIONS OF WALTON CODE OF ORDINANCES CHAPTER 22, THE "WALTON COUNTY WATERWAYS AND BEACH ACTIVITIES ORDINANCE"; PROVIDING FOR AMENDMENTS TO SECTION 22-02. - DEFINITIONS; PROVIDING FOR AMENDMENTS TO SECTION 22-1. - USE OF PUBLIC BOAT RAMPS; PROVIDING FOR AMENDMENTS TO SECTION 22-31. - HORSES, DOGS, ANIMALS ON BEACHES; PROVIDING FOR AMENDMENTS TO SECTION 22-54. - REGULATION OF USE AND CONDUCT ON THE BEACH AND WATER BODIES; PROVIDING FOR AMENDMENTS TO SECTION 22-55. - PROHIBITION OF OBSTRUCTIONS AND RESTRICTIONS OF SIGNS ON THE BEACH; PROVIDING FOR AMENDMENTS TO SECTION 22-57. - PERMITTED VEHICLES ON THE BEACH; PROVIDING FOR AMENDMENTS TO SECTION 22-58. - AIRCRAFT; PROVIDING FOR AMENDMENTS TO SECTION 22-59. - TEMPORARY USE FOR SPECIAL EVENTS; PROVIDING FOR AMENDMENTS TO SECTION 22-60. - BEACH VENDORS; PROVIDING FOR AMENDMENTS TO SECTION 22-61. - PUBLIC BEACH PARKING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Walton County Board of County Commissioners finds it necessary for the health, safety, and welfare of the citizens of and visitors to Walton County to amend the Walton County Waterways and Beach Activities Ordinance;

NOW, THEREFORE, be it ordained by the Walton County Board of County Commissioners that portions of Chapter 22, the "Walton County Waterways and Beach Activities Ordinance," is hereby amended as follows:

Sec. 22-01. - Title and citation.

This Chapter shall be known and cited as the "Walton County Waterways and Beach Activities Ordinance."

Sec. 22-02. - Definitions.

The following words, terms, and phrases, when used in this Chapter, shall have the following meanings, except where the context clearly indicates a different meaning. Words not defined shall be given their common and ordinary meaning.

Aircraft means any motor vehicle or contrivance now known or hereinafter invented, which is used or designed for navigation of or flight in the air, except a parachute or other contrivance

designed for such navigation but used primarily as safety equipment. The term "aircraft" shall include ultra-light aircraft and seaplanes not operated by authorized personnel.

All-terrain vehicle means any motorized off-highway vehicle sixty-four (64) inches or less in width, having a dry weight of 2,000 pounds or less, designed to travel on three (3) or more nonhighway tires and not registered or licensed for highway use.

Animal means any animate being other than a human which is endowed with power of voluntary motion.

Bather means any person who is in the same water as a vessel, whether said person is swimming, wading, or engaged in any other activity in the water.

Bay means Choctawhatchee Bay.

Beach means the soft sandy portion of land lying seaward of the seawall or the line of permanent dune vegetation.

Beach equipment means items generally used for swimming, sunbathing or beach recreation, including, but not limited to, beach chairs, umbrellas, tents, hammocks, and volleyball nets.

Bloodbaiting means the use of blood or bloody fish parts to attract sharks.

Board means the Walton County Board of County Commissioners.

Boat. See "*vessel.*"

Camping means the erection of shelter or similar structures for the purpose of sleeping; or lying upon the beach on a bedroll, blanket, or other protective garb for the purpose of sleeping.

Chumming means the throwing of bait or fish parts into the water to attract fish.

Commercial activity means an activity intended for exchange in the market for goods and/or services to earn an economic profit.

Controlling interest in the property or that they are otherwise entitled means that the person applying for the permit owns more than fifty (50) percent ownership interest in the property or has a resolution, signed by the other owners of the property, which grants the person applying for the permit the authority to apply for the permit.

Designated limited access areas means the following described locations:

(1) Grayton Beach. An area extending the distance of beach described in the lease between Walton County and State of Florida Internal Improvement Trust Fund/Bureau of State Lands, Number 3884, dated October 1986.

(2) Inlet Beach. An area extending from the west boundary line of Lakeshore Drive eastward for a distance of sixty-six (66) feet to be used for launching of a vessel only and not to park or drive on the beach.

(3) Walton Park. An area extending from the west boundary line of Walton Park westward for a distance of one thousand six hundred (1,600) feet (temporarily closed).

(4) Seagrove Beach. An area extending from the east boundary line of One Seagrove Place eastward for a distance of one thousand six hundred (1,600) feet (temporarily closed).

Direct control shall mean immediate and continuous physical control of an animal at all times such as by means of a fence, leash, cord, or chain of sufficient strength to restrain the same, or in a vehicle. Animals under direct control shall at all times have access to shelter, water, and food. This does not preclude walking dogs on a leash.

Fireworks means and includes any combustible or explosive composition or substance or combination of substances or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire underneath to propel them, firecrackers, torpedoes, skyrockets, or any tablets or other device containing any explosive substance.

Fireworks Display means large professional fireworks designed primarily to produce visible or audible effects by combustion, deflagration, or detonation. This term includes, but is not limited to, salutes containing more than 2 grains (130 mg) of explosive materials, aerial shells containing more than 40 grams of pyrotechnic compositions, and other display pieces which exceed the limits of explosive materials for classification as "consumer fireworks."

Gulf means the Gulf of Mexico.

"*Idle Speed No Wake Zone*" and "*Idle Speed*" may be used interchangeably and mean that a vessel must proceed at a speed no greater than that which will maintain steerageway and headway. At no time is any vessel required to proceed so slowly that the operator is unable to maintain control over the vessel or any other vessel or object that it has under tow.

Jet ski. See "*personal watercraft.*"

Motor vehicle means any vehicle which is self-propelled, including golf carts and any rented concession vehicle, but not including bicycles. Operate or operation means to navigate or otherwise use any aircraft or vessel in or on the water.

Obstruction is an object that impedes, hinders, or prevents pedestrian and/or vehicular passage. Obstructions include, but are not limited to, ropes, chains, and fences. This definition shall not include a sign.

Permit means beach vendor's permit, vehicle permit, dog permit, special event permit, commercial bay permit, county charter fishing permit, or scuba charter permit issued by the County, and/or bonfire or fireworks permit issued by the South Walton Fire District.

Personal watercraft means a small A-1 or A-2 vessel which uses an outboard motor, or inboard motor powering a water jet pump, as its primary source of motive power and which is designed to be operated by a person sitting, standing, or kneeling on, or being towed behind the vessel, rather than in the conventional manner of sitting or standing inside the vessel; or a craft less than thirteen (13) feet in length designed to be operated by a person or persons sitting, standing, or kneeling on the craft rather than within the confines of a hull.

Rafts, floats, and flotation devices mean any device, whether of canvas, vinyl, rubber, Styrofoam, or other substance, intended or capable of assisting in the flotation of a person in or on the water in the Gulf of Mexico, and all other waters of the State of Florida.

Sailcraft means a wind-propelled vessel used or capable of being used as a means of transportation on or in the water, including sailboats, sailboards, and wind surfboards.

Sand fence means a tool used in dune restoration projects for rebuilding sand dunes, which is usually two (2) to four (4) feet high with a maximum of ten (10) foot long spurs spaced at a minimum of seven (7) feet on an alignment diagonal to the Gulf.

Seaplane means any aircraft as defined herein that is capable of landing and/or lifting off from a water surface.

Sea turtle nesting season means May 1 to October 31 of any given year. Solicit or canvass means any act, delivery, or exchange not initiated by the prospective customer or which directs attention to any business, mercantile or commercial establishments, or any other commercial activity, for the purpose of directly or indirectly promoting commercial interests through sales, rentals, or any exchange of value.

Security means any individual who, for consideration, advertises as providing or performing bodyguard services or otherwise guards persons or property. All security officers shall be in compliance with all applicable provisions of F.S.S. 493 "Private Investigative, Private Security, and Repossession Services."

Sheriff's Office means the Walton County Sheriff's Office.

Sign means any writing, symbol, pictorial presentation, number, illustration, decoration, flag, banner, pennant, cone, or other device, which is supported by one or more columns, upright poles, or braces extended from the ground, or that is erected on the ground, and which is used to announce, direct attention to, identify, advertise, or otherwise make anything known.

Solicit or canvass means any act, delivery, or exchange not initiated by the prospective customer or which directs attention to any business, mercantile, or commercial establishments, or any other commercial activity, for the purpose of directly or indirectly promoting commercial interests through sales, rentals, or any exchange of value.

SWFD means the South Walton Fire District.

Special event means:

(1) Any use, activity, or event conducted or promoted on the beach that would constitute a violation of any provision of this Chapter or any rule or regulation issued under the authority of this Chapter;

(2) Any activity or event that is organized and promoted to attract, and is likely to attract, a crowd of more than thirty (30) persons to a certain place on the beach at a certain time under circumstances that are likely to create a need for additional police, lifesaving, or other services; or

(3) Any activity or event on the beach that is promoted or sponsored by commercial interests, results in private commercial gain or benefit or advertises or promotes private commercial interests.

(4) Special events do not include private parties on private property, with no commercial gain or benefit, hosted and attended by the owner of the property.

Surfboard means a fiberglass, epoxy, closed-cell neoprene, or Styrofoam instrument with one (1) or more fiberglass fins or skegs attached or inserted into the belly or bottom of the surfboard. This definition shall include windsurf_boards and sailboards. This definition shall not include rubber rafts, floats, belly boards, or boogie boards, but does include stand-up paddle boards.

Surfing means the riding or paddling of a surfboard within the waters of the Gulf of Mexico abutting or adjacent to the beach.

Tent means a portable shelter of skins, canvas, plastic, nylon, or the like, supported by one (1) or more poles or a frame and secured in the ground. The term tent includes, but is not limited to, camping tents, beach tents, and sun shelters, excluding umbrellas.

Temporary beach canvas covering means an approved container made of canvas or similar approved by the County used to store beach items. See further requirements in sections 22-54(g)(2) and (g)(4) through (g)(6) and 22-60(d)(6) through (d)(8).

Temporary beach storage box means an approved container made of wood used to store beach items. See further requirements in section 22-60(d)(6) through d(8).

Temporary Beach Storage Rack means an approved rack used to hold beach water items such as kayaks and paddleboards. See further description and requirements in sections 22-54(g)(2) and (g)(4) through (g)(7) and 22-60(b)(1) and (d)(6) through (d)(9).

Ultralight aircraft or *ultralight* means any heavier-than-air, motorized aircraft which meets the criteria for maximum weight, fuel capacity, and airspeed established for such aircraft by the Federal Aviation Administration under Part 103 of the Federal Aviation Regulations.

Umbrella means a device consisting of a circular canopy on a folding frame supported by a central rod, used as protection against rain or sun.

Vehicle means any properly licensed, tagged, permitted device, in, upon, or by which any person or property is or may be transported or drawn upon a highway.

Vending means offering for sale or rent or as part of any contract agreement, or the solicitation thereof, any merchandise, services (excluding private security services), goods, materials, or property of any kind of character on the beach or to be consumed or placed on the beach, in the bay or in the gulf or their adjoining waters.

Vendor means any person, entity, or any person or entity associated with such a person or entity, that engages in vending within the meaning of this chapter.

Vessel as defined in F.S. § 327.02(47), means a motor propelled or artificially propelled vessel and every other description of boat, watercraft, barge, and airboat other than a seaplane on the water, used or capable of being used as a means of transportation on or in the water, including jet skis.

Water-based activities means those vendor operations in which the customer will participate in an activity on or in the water. This includes, but is not limited to, ocean kayak rentals, water trampolines, climbing walls, inflatable boat rides, personal watercraft rentals, and parasail operations.

Water's edge means that portion of the shore at any given time of the day where the tide flows and reflows along a water body.

Wind-surf board means a surfboard equipped with a sail and designed to be propelled by the wind. The term "wind surfboard" shall be synonymous with the term "sailboard."

Sec. 22-1—22-2.- Reserved

Sec. 22-3. No wake zones.

(a) The board reserves the right to declare restricted waterways within its boundaries.

(b) The areas of enforcement shall be all waters, creeks and canals located within the boundaries described in this section for the purpose necessary to protect the safety of the public as such restrictions are necessary based on boating accidents, visibility, hazardous currents or water levels, vessel traffic congestion, or other navigational hazards in compliance with F.S. § 327.46.

(c) Implementation of the boating restricted areas is contingent upon receiving all applicable state and/or federal authorizations to insure compliance with Chapter 68D-23, Florida Administrative Code and to assist in navigation consistent with the United States Aids to Navigation System.

(d) No person except a law enforcement officer, authorized emergency personnel, or other person actually engaged in a rescue attempt, shall operate any vessel or sailcraft in excess of idle speed, defined herein, in the following list of restricted waterways:

(1) Within 500 feet perpendicular from the water's edge where bathers are present, except to go to and from the shore by the most direct means possible in a safe and reasonable manner.

(2) Areas that have been clearly marked by buoys or some other distinguishing device for bathing, swimming, or which has been otherwise restricted by the county.

(3) Within 500 feet offshore from all sandy beaches or shorefront bathing areas on the gulf.

(4) In the areas designated by "No Wake Zone" signs in the following waterways:

a. Mack Bayou.

b. Buck Bayou.

c. Black Creek at McDaniels Fish Camp.

d. Black Creek at Black Creek Lodge.

e. Black Creek at bridge on County Road 3280.

f. Lake Powell within Walton County.

g. Basin Bayou.

h. Sister River at Steel Field.

i. Bunker Creek.

j. Hewett Bayou.

k. Hogtown Bayou.

l. Alaqua Creek.

m. Tucker Bayou.

n. Mallet Bayou.

o. Churchill Bayou.

p. Musset Bayou.

(5) Within 350 feet of any shore or dock along the entire shoreline of Choctawhatchee Bay, Hogtown Bayou, Alaqua Bayou, LaGrange Bayou, Basin Bayou, and Mallet Bayou, except that this provision shall not apply to the water encompassed by the shipping channel in LaGrange Bayou and the water within the designated limits of the Intracoastal Waterway.

Sec. 22-4—22-11. Reserved

Sec. 22-12. Vessel speed not to exceed reasonable speed under existing conditions.

Nothing contained in this chapter shall be construed to authorize or approve the speed of any vessel or sailcraft in excess of that which is reasonable and proper under the existing conditions or circumstances including, but not limited to, the presence of water skiers, bathers, fishermen, natural hazards or other water traffic.

However, the provisions of this chapter shall not be construed to restrict law enforcement or rescue vessels, or vessels when conducting official duties or operating under emergency conditions or to prohibit racing or exhibition of vessels or sailcraft during a publicly announced, properly authorized, supervised and adequately patrolled regatta, speed trial or exhibition.

Sec. 22-13—22-30. – Reserved.

Sec. 22-31. - Animals on beaches.

(a)All animals shall be prohibited from public beaches of the County except:

(1) Dogs assisting those who are sight and hearing impaired or service animals; or

(2) Dogs owned by Walton County real property owners or permanent residents who have obtained a permit and who maintain direct control of the dog on a leash. Proof of real property ownership or County residency is required (such as deed, driver's license, tax

receipt, lease agreement, or voter's registration showing address). For property titled in the name of a business, a person must show proof that they own a controlling interest in the property to be considered eligible for a permit (copy of state or other document showing percentage of ownership or list of officers). The permit will allow leashed dogs on the beach between the hours of 3:30 p.m. and 8:30 a.m. of the following day. Any Walton County real property owner or permanent resident desiring a permit shall be required to pay a reasonable fee, which shall be set by resolution of the Board and amended as necessary. Permits are non-transferable.

(b) Owners of dogs shall be responsible for pick-up of their dogs' waste.

(c) Permits may be issued by the Board's designee upon receipt of a completed application. All permits issued shall be for a period of one (1) year and will expire on August 1 of each year with a grace period until August 15 of each year. Proof of rabies vaccination in compliance with Florida Statute 828.30(1) must be presented prior to obtaining a permit.

(d) Owners of dogs shall ensure their dogs wear their permit dog tag on their collar, or the owner shall keep their dogs' permit dog tag on their person while on any public beach in Walton County.

(e) Owners of animals with premises next to the beach are required to ensure that animals do not run at large on the wet sand of the beach and must comply with Sec. 5-29, Walton County Code of Ordinances.

(f) Conviction for violation of Sec. 22-31 pursuant to 22-62 shall result in revocation of any permit.

Sec. 22-32—22-52. – Reserved.

Sec. 22-53. Application.

This chapter shall govern conduct on the beach and water bodies south of Highway 20.

Sec. 22-54. - Regulation of use and conduct on the beach and water bodies.

(a) *Overnight camping*. It shall be unlawful to camp overnight on the beach.

(b) *Fires and Fireworks*.

(1) Fires.

a. It shall be unlawful for any person to ignite or maintain, or participate in the maintenance of, a bonfire, campfire, or other activity that results in an open flame on the beach of the Gulf of Mexico, without a permit as provided herein.

b. No fires will be allowed within 200 feet of a marked turtle nest.

c. No fire shall be within 50 feet of the vegetation line or within 100 feet of any habitable structure.

d. No permitted fire shall be within 30 feet of another permitted fire on any beach owned, leased, dedicated to, or maintained by the County.

e. It shall be unlawful and a violation of the ordinance for a person to fail to clean up after the fire has been extinguished. From the first day of March to the last day of October, bonfire pits and any evidence of shall not be placed on the beach prior to 5:00 p.m. and any evidence of or remnants from fires must be removed by 12:00 midnight. From the first day of November to the last day of February, bonfire pits and any evidence of shall not be placed on the beach prior to 4:00 p.m. and any evidence of or remnants from fires must be removed 11:00pm. Evidence of or remnants from fires shall not be buried or deposited in the County beach garbage collection stations, beach dune systems, parking areas, or any other areas owned, leased, dedicated to, or maintained by the County.

f. All fires must be in containers approved by the SWFD and only combustible, non-toxic material, free of nails, glass, and other potentially dangerous items may be used in any fire. All fire pits shall be equipped with a steel bottom which must sit a minimum of 4 inches off the sandy portion of the beach. Fire rings or pits with no bottoms are strictly prohibited.

g. It shall be unlawful and a violation of the ordinance for a person to use a charcoal grill on the beach. Propane gas grills utilizing no more than 1 lb. cylinder may be permitted for use pursuant to this Section if less than two hundred and twenty-five (225) square inches in cooking surface.

h. All persons desiring to obtain a permit for a fire on public or private land within the area described herein above shall apply for a fire permit from the coordinator of the SWFD. All applications for fire permits shall set forth in detail the following:

1. Full name, address, and driver's license number including state of the applicant;
2. The date and time the fire is to be set;
3. The kind or type of fire to be set;
4. The materials to be burned;
5. The specific location of the fire;
6. Written consent of private property owners;
7. The safeguards to be taken to protect the public and other property from injury; and
8. Such other information as may be prescribed by the SWFD.

i. The fee for the issuance of the fire permit shall be set by resolution of the Board and amended as necessary.

j. Permits shall not be issued when the SWFD has good reason to believe that the proposed fire will endanger the public health, safety, welfare, or other people or property, or when the Florida Fire Service issues a no burn order.

k. Issuance of a permit by the SWFD shall not excuse or relieve the applicant from any liability or responsibility for damages which may result from carelessness or neglect in setting, starting, looking after, or guarding a fire.

l. Owners of property adjacent to the Gulf shall register their property with SWFD in order to obtain beach bonfire permits. All Gulf adjacent property owner permits are non-transferable and are specific to the owner, date, and location. Once the property has been registered and approved, the following steps are required each time a beach front property owner submits for a beach bonfire permit:

1. Complete the application found on the SWFD bonfire website, and
2. Utilize the authorization number that was issued by SWFD.

(2) Fireworks.

a. Fireworks displays south of the Bay shall require a permit from the SWFD and may only be issued to a person or company maintaining a valid, current Bureau of Alcohol, Tobacco, and Firearms Explosive (BATFE) license. At a minimum, this shall be a low explosive license.

b. No person shall bring onto, or possess, or set off, or otherwise cause to explode or discharge or burn, on any beach or beach dune system, any firecrackers, torpedoes, rockets, toy firearms, cannons, or other fireworks or explosives of or containing flammable material or any substance, compound, mixture, or article which in conjunction with any other substance or compound, may explode, discharge, or burn.

c. Parents and/or guardians shall also be held responsible and liable for the violations of minors they are supervising in regard to the prohibitions in the foregoing paragraph as provided by this chapter.

d. Personal or individual use of fireworks is prohibited on any beach or beach access owned, leased, dedicated to, or maintained by the County. This does not preclude any private property owner from exercising their right to fireworks as long as they follow Florida State Statute.

(c) *Fishing.* It shall be unlawful for any person:

(1) To fish in the Gulf after having been warned by any law enforcement officer that the health and safety of bathers is being endangered; or

(2) While on the beach or within 2,500 feet from shore to intentionally fish for sharks or to fish by those methods commonly known as "chumming" or "bloodbaiting."

Nothing in this Section shall be construed to create a duty on the part of any County employee to prevent fishing or to warn of the presence of sharks in the Gulf.

(d) *Glass.* It shall be unlawful for any person while on the beach to possess or utilize any glass or ceramic item, bottle, or container.

(e) *Soliciting and canvassing.* It shall be unlawful for any person to solicit or canvass on the beach, except those operating with a beach vendor permit, and only within the conditions of their permit. No soliciting or canvassing shall be permitted at the public beach parking areas.

(f) *Littering*. It shall be unlawful for any person to discard or otherwise dispose of or abandon any trash, garbage, bottles, containers, cans, dead fish or parts thereof, charcoal briquettes or ashes, cigarette butts, or any other litter or foreign materials not naturally found on the beach, except in designated containers for that purpose. It is further unlawful to dispose of any household garbage on the beach.

(g) *Personal property on the beach between one hour after sunset and one hour after sunrise.*

(1) It shall be unlawful for any person to leave an item of personal property on the beach between one (1) hour after sunset and one (1) hour after sunrise unless a permit has been granted by the County. It shall be unlawful for any person to leave an item of personal property between one hour after sunset and one hour after sunrise on the dunes or at the toe of the dune at any beach or parking area owned, leased, dedicated to, or maintained by the County.

(2) County Permit:

a. Any person that desires to leave an item of personal property on the beach between one (1) hour after sunset and one (1) hour after sunrise must apply for a permit from the County and must obtain all necessary permits from state and federal agencies. No county permit shall be issued for any of the following items:

1. Items that will obstruct, hinder or otherwise impede emergency and maintenance vehicles from traversing the beach;
2. Items that may be easily removed from the beach, even though removal may be inconvenient for the owner or person in possession and control of the item;
3. Obstructions and signs;
4. Items prohibited by federal or state law or items prohibited by the Walton County Code of Ordinances; and
5. Items that may adversely impact federally protected species.

b. There shall be no fee for obtaining the County permit mandated by Section 22-54(g)(2)a. Such permits shall include the following:

1. Name and contact information of the owner or person in possession and control of the item;
2. Description of the item;
3. Location of the item;
4. Duration of time the item will remain in such location; and
5. Acknowledgement that owner or person in possession and control of the item will be liable for any impacts to federally protected species.

c. **State of emergency. All items, whether permitted or not, shall be removed from the beach within twenty-four (24) hours of declaration of a state of emergency for the County due to hurricane, severe weather systems, or other emergencies that impact the beach. A public notice will be posted on the County website regarding allowing vendors on the beach to retrieve their equipment and the**

conditions for retrieval. Violations of those conditions can result in civil citations and/or loss of vendor permit.

d. Take provision. The County will not be liable for any impacts to federally protected species resulting from any permitting or leaving of items on the beach at the toe of the dune. Such liability will rest with the individual applicant.

(3) Abandonment. Any item of personal property which remains on the beach between one (1) hour after sunset and one (1) hour after sunrise, unless a permit has been obtained from the county by the owner or person in possession and control of the item, shall be deemed abandoned and shall become the property of the county which may dispose of the item in accordance with Florida Statutes.

(4) Up to one (1) temporary beach canvas covering that has received all necessary federal, state, and local permits shall be allowed on the beach by private property owner but must be placed as far landward as possible but seaward of the vegetation lines. Temporary beach canvas coverings must be removed entirely from the beach in the event of a declared state of emergency and can be no larger than four feet by four feet by eight feet (any exceptions must be contained in the beach item application and approved by code compliance). Temporary beach canvas coverings must be white in color and have the full beach permit number displayed so it is easily visible.

(5) Up to one (1) approved temporary beach storage rack that has received all necessary federal, state, and local permits shall be allowed on the beach by private property owner but must be placed as far landward as possible but seaward of the vegetation lines. Beach storage racks must be removed entirely from the beach in the event of a declared state of emergency, must have three (3) feet vertical clearance from beach, and can be no wider than needed to hold (2) two paddleboards or kayaks. The beach item permit number must be displayed on all separate pieces of the temporary beach storage rack and visible.

(6) Enforcement. It shall be the duty and responsibility of the Sheriff's Office and/or the County Code Compliance Department to enforce all provisions of this Section.

(h) *Swimming and surfing.*

(1) Authority to close or restrict use of beach and water bodies.

(2) The Board, the Director of Emergency Operations, SWFD, or the Sheriff's Office shall have the authority to declare that an emergency exists and temporarily close or restrict the use of the beach and any water adjacent to the beach for use by the public when conditions endangering the safety of the public are present.

(3) It shall be unlawful for any person, having been given actual or constructive notice such as by the posting of signs or the making of public announcements, to violate any order closing the beach or water adjacent to the beach. Those persons surfing as defined herein with a surfboard are exempt from this Section unless a mandatory evacuation order for the adjacent beach property has been issued.

(i) *Sound amplification.* No audio device, such as loudspeakers, television, radio, compact disc, tape, record player, or musical instrument, except equipment used by law enforcement, rescue, or beach safety personnel, shall be used on the beach and water bodies in any manner, that

can be heard by a person using normal hearing faculties, at a distance of 75 feet or more from the source of the sound.

(j) *Removal of beach sand.* No beach sand may be removed from the beach.

(k) *Digging holes on the beach.* Holes dug on the beach are required to be attended, shall be filled prior to leaving the beach, and cannot be larger than 3 feet x 3 feet and no deeper than 2 feet.

(l) *Removal of water.* No water may be pumped from the Gulf except for permitted construction under guidelines established by the County. Additionally, pumping or conveying through channels or piping of water into the Gulf is prohibited without proper permits.

(m) *Use of rafts, floats, and other flotation devices.* No person shall use any raft, float, body board, or other flotation device of any description, except for a vessel, sailcraft, stand-up paddle board, or surfboard, more than 500 feet from the water's edge.

(n) *Breach of the peace; disorderly conduct.* No person shall commit such acts as are of a nature to corrupt the public morals, or outrage the sense of public decency, or affect the peace and quiet of persons who may witness them, or engage in brawling or fighting, or engage in such conduct as to constitute a breach of the peace or disorderly conduct.

(o) *Generators on the beach.* It shall be unlawful to use a generator on the beach unless it conforms to the following specifications:

(1) Noise output must be less than or equal to sixty (60) decibels;

(2) Power output must be less than or equal to one hundred twenty (120) volts, two thousand (2,000) watts (sixteen (16) amps);

(3) Engine displacement must be less than or equal to one hundred (100) cubic centimeters;

(4) Physical size must be less than or equal to twenty-four inches by twelve inches by eighteen inches (24"x12"x18");

(5) Generators must have an integrated fuel tank;

(6) Generators must be contained in a sound reducing box of appropriate size while in use;

(7) Fuel shall not be stored on the beach or boardwalks;

(8) A fire extinguisher, ten (10) pounds, Class ABC, shall be required for use of generators on the beach.

(p) *Steel blade shovel or other metal tools on beach.* It shall be unlawful for any person, other than an employee of the County, the Sheriff's Office, SWFD, or a specific place vendor or his or her agent, to use or possess a steel blade shovel or other metal tools made for digging/excavating sand on any beach owned, leased, dedicated to, or maintained by Walton County.

(q) *Tents.* It shall be unlawful for any person to use, erect, or possess a tent with a total footprint larger than ten feet by ten feet (10' x 10'), on any beach owned, leased, dedicated to, or maintained by County. Tent use as provided in this section shall be limited to the upland one-half (1/2) of the beach, except Grayton Beach, and have a (4) four-foot walkway between tents for the purpose of ingress and egress to the water. In no event shall this provision prohibit private property owner, or his or her guest or agent, from using, erecting, or possessing a tent of any size on his or her real property between one hour after sunrise and one hour after sunset.

(r) *Umbrellas.* It shall be unlawful for any person to use, erect, or possess an umbrella with a total footprint larger than eight feet x eight feet (8'x 8') on any beach owned, leased, dedicated to, or maintained by the County.

(s) *Beach equipment.* Beach equipment must be set up and maintained on dry sand to ensure beach patrons the ability to traverse the beach unobstructed on all beaches within Walton County. Beach equipment shall not be placed within fifteen (15) feet of the seawall, toe of the dune, or line of permanent dune vegetation (whichever is closer seaward) on any beach owned, leased, dedicated to, or maintained by the County.

Sec. 22-55. –Prohibition of obstructions and restrictions of signs on the beach.

(a) It shall be unlawful for any person to place, construct, or maintain an obstruction on the beach.

Exemptions. Sand fences which have received all necessary permits from state and federal agencies are exempt from the prohibition contained in this Section. Ropes, chains, and fences placed, constructed, or maintained by federal, state, or local governments, or their agents, for the protection of federally protected species are exempt from the prohibition contained in this Section. Signs approved by the County are exempt from the prohibitions contained in this section.

(b) It shall be unlawful for any person to place, construct, or maintain a sign on the beach unless it conforms to the following criteria:

(1) Signs shall not be allowed on the beach between one (1) hour after sunset and one (1) hour after sunrise;
(2) Signs shall not be permanently affixed or attached to the ground;
(3) Signs and any associated supporting structure, column, upright pole, or brace shall be limited in size to twenty-four (24) inches by thirty-six (36) inches;
(4) Signs shall be placed at least two hundred fifty (250) feet apart, or at each corner of the property's boundaries if a property line is less than two hundred fifty (250) feet;
(5) Signs shall not be placed seaward of the mean high-water line or erosion control line;
(6) Signs and any associated supporting structure, column, upright pole, or brace, shall be white and shall be wood or PVC;
(7) The text or content of the signs shall be professionally printed, and the color of the text or content of the signs shall be selected from the list provided by the County.

Sec. 22-56. Personal watercraft.

No person shall operate a personal watercraft in excess of idle speed:

(1) Closer than 500 feet perpendicular from the water's edge except to go to and from the shore, except personal watercraft operated:

a. In the channel of the intracoastal waterway east of the Choctawhatchee Bay; and

b. On rivers.

(2) In an unsafe, reckless, or careless manner endangering the life, limb, or property of any person.

(3) Personal watercraft are prohibited from launching from county or state owned properties or parks located on the Gulf of Mexico.

(4) Personal watercraft are prohibited in coastal dune lakes, including that portion of Lake Powell located within Walton County.

(5) No commercial personal watercraft operations will be permitted from Topsail Hill to the Bay County Line.

Sec. 22-57. - Permitted vehicles on the beach.

(a) It shall be unlawful for any person to drive, or cause to be driven, an unauthorized vehicle on the beach of the county unless permitted as provided herein. This section does not apply to the use of heavy equipment and other types of vehicles on the beach for local and/or state permitted coastal construction projects that will not result in the unauthorized take of federally listed species, as determined by the USFWS.

(b) Before any vehicle shall be allowed in the designated limited access areas on the public beaches of the county, a permit must be obtained for the vehicle in the form of a decal, and permanently affixed on the lower left (driver's side) front windshield of the vehicle. Permits issued pursuant to Sec. 22-57(c), 22-57(d), and 22-57(i) shall not be used for vending.

(c) Those who have a valid beach access permit as of the effective date of Ordinance No. 2011-57, and those who held a valid beach access permit with an expiration date of June 1, 2009, and who obtained a valid permit by August 31, 2015, may renew such permits beginning on May 15 of each year. Failure to renew said permit will result in loss of grandfathered status and such applicants shall apply for future permits under subsections (d), (e), and (f). Grandfathered permits are in the name of the individual permit holder and may not be transferred.

(d) An additional 150 permits may be issued each year, which are only valid for one year and are nonrenewable. Vehicles and trailers issued a beach access permit under this paragraph must be registered in the State of Florida. County residents that meet the requirements of subsection (e)(1) may submit applications between April 1 and May 10 of each year. A lottery selection will be conducted by the County on May 15 and all applicants will be notified of the results. Those selected in the lottery will have 30 calendar days to purchase permits from the county beginning June 1. Those who fail to purchase their permit within the 30 days will forfeit their chance to obtain the beach driving permit for that calendar year.

(e) The permits shall be issued by the board's designee each year based on the requirements of this Code, including, but not limited to, the criteria set forth below.

(1) *County residents*. County registered voters or real property owners, who are residents of the county, and immediate family members residing with them in the county may obtain a permit for the use of a properly registered and authorized vehicle along the designated limited access areas on the beaches of the county, if the following criteria are met, in addition to any other requirements contained in this Code:

a. Each parcel of property shall only be entitled to one vehicle permit each year.

b. The ad valorem taxes for the real property shall not be delinquent.

c. The vehicle being registered must be titled in the name of the permit holder.

d. Proof of real property ownership (such as a deed or tax receipt) or a voter's registration card and proof of residency (such as voter's registration card, homestead exemption card, or driver's license) must be presented to the board's designee at the time of application to document the requirements of this section. For property titled in the name of a business or owned by multiple owners, the person applying for the permit shall show proof that they own a controlling interest in the property or that they are otherwise entitled to obtain a permit for the property. "Controlling interest in the property or that they are otherwise entitled" means that the person applying for the permits owns more than 50 percent ownership interest in the property or has a resolution signed by the other owners of the property grants the person applying for the permit the authority to apply for the permit.

(2) *County nonresident real property owners*. County real property owners may obtain a permit for the use of a properly registered and authorized vehicle along the designated limited access areas on the beaches of the county, if the following criteria are met, in addition to any other requirements contained in this Code:

a. The person applying for the permit must have had a permit as of the effective date of Ordinance No. 2011-57, or the person applying for the permit must have had a permit with an expiration date of June 1, 2009, and who obtained a valid permit by August 31, 2015, and had obtained a permit pursuant to subsection (c) and for the year preceding the date of application. Each parcel of property shall only be entitled to one vehicle permit each year.

b. The ad valorem taxes for the real property shall not be delinquent.

c. The vehicle being registered must be titled in the name of the permit holder.

d. Proof of real property ownership (such as a deed or tax receipt) must be presented to the board's designee at the time of application to document the requirements of this section. For property titled in the name of a business or owned by multiple owners, the person applying for the permit shall show proof that they own a controlling interest in the property or that they are otherwise entitled to obtain a permit for the property. "Controlling interest in the property or that they are otherwise entitled" means that the person applying for the permits owns more than 50 percent ownership interest in the property or has a resolution signed by the other owners of the property grants the person applying for the permit the authority to apply for the permit.

(3) County charter fishing operations; 15 permits total. Under this subsection, there shall be a limit of 15 permits total to be issued which shall be issued first to the applicants renewing

their permits from the previous year. If permit holders do not renew their permit by June 15 of each year, an additional number of permits (that would bring the total to 15) may be issued. County residents that meet the requirement of this paragraph may submit applications between May 1 and June 15 of each year. A lottery selection will be conducted by the County on June 20 and all applicants will be notified of the results. Those selected by lottery will have 30 calendar days to purchase permits from the county beginning July 1. Those who fail to purchase their permit within the 30 days will forfeit their chance to obtain the charter fishing beach driving permit. To qualify under this paragraph, county residents that are also licensed charter boat captains and operate charter fishing businesses in the county ("charter operator") may obtain a permit for the use of a properly registered and authorized vehicle along the designated limited access areas of the beaches of the county, if the following criteria are met, in addition to any other requirements contained in this Code:

a. The vehicle and boat trailer being registered shall be owned by the permit holder and charter operator and used for the charter operation.

b. Proof of residency (such as voter's registration card, homestead exemption card, or driver's license) must be presented to the board's designee at the time of application.

c. Proof of a current Coast Guard captain's license.

d. Proof of a current Florida charter fishing license.

e. Proof of liability insurance of not less than $500,000.00 for general public liability per occurrence.

(4) County Scuba Charter operations; 3 permits total. Under this subsection ~~(d)(4)~~, there shall be a limit of 3 permits total to be issued. Permits will be issued by lottery to eligible applicants. Applicants may submit applications between May 1 and June 15 of each year. A lottery selection will be conducted by the County on June 20 and all applicants will be notified of the results. Those selected by lottery will have 30 calendar days to purchase permit from the County beginning July 1. Those who fail to purchase their permit within the 30 days will forfeit their chance to obtain the scuba charter beach driving permit. Current permit holders will be given priority to renew permits each year and shall renew their permit between April 1 and April 30. If any permit holder does not renew their permit by April 30, an additional number of permits (that would bring the total to 3) may be issued using the lottery system set forth in this paragraph. To qualify under this paragraph, the following requirements apply:

a. Applicant must be a Walton County resident OR a Scuba charter operator must be a business owner in Walton County. Proof of residency must be presented to the board's designee at the time of application.

b. The vehicle and boat trailer being registered shall be owned by the permit holder and scuba charter operator and used for the scuba charter operation.

c. Applicant must provide proof of general liability insurance not less than $1,000,000.00 per occurrence. Walton County shall be named as certificate holder and additional insured prior to ~~being~~ receiving permit.

d. Proof of required licensure, certifications, and insurance must be presented to the Board's designee at the time of application.

e. Applicant must hold a current OUPV Captain License and must be a certified dive guide or dive master (or equal) accredited by a scuba industry agency.

f. Must be certified by the American Red Cross in CPR / AED and as a first responder.

g. Additional requirements regarding beach/gulf operations, life safety vessel requirements, and dive operations are listed on the permit application. Failure to comply with any permit requirements may result in permit revocation.

(f) At all times while a properly permitted boat trailer is on the designated limited access area, the properly permitted boat trailer shall remain connected to the properly permitted vehicle.

(g) The board's designee will issue the permits annually upon receipt of a completed application. If the board's designee is a constitutional officer, they shall retain a processing fee as set by the board by resolution. On or about April 1 of each year the board's designee shall submit to the board of county commissioners a written report of the number of permits that have been issued during the current year.

(h) Only four-wheel drive vehicles that have a current motor vehicle registration to be driven on the highways shall be permitted.

(i) The fees for the designated limited access area permit described above shall be set by resolution of the board. One decal (vehicle permit) shall be issued for each vehicle authorized to use the limited access area. Replacement permits, for newly purchased vehicles or lost permits, will be issued to the original permittee for the processing fee only. A detailed explanation, accompanied by proof, such as a law enforcement report or signed affidavit, is required for lost or stolen permit decals. Residents with permanent mobility disabilities, upon proof of such disability (disability parking permit/placard, disability license plate, or Veteran's Administration 100% disability letter), may be issued an annual permit for the processing fee only.

(j) In addition to the designated limited access area permit described in subsection (e), individuals launching boats shall be required to have a corresponding trailer decal for each trailer, for an additional fee as set by the board. The decal shall be placed on the tongue of the trailer.

(k) The speed limit of authorized vehicles along the designated limited access on the public beaches of the county shall be five miles per hour.

(l) Any reckless driving along the designated limited access of the public beaches shall constitute a violation of this article.

(m) Conviction for violation of this article shall result in fines imposed and could result in revocation of the vehicle permit.

(n) All permits issued shall be for a period of one year and will expire June 1 of each year.

(o) Permitted vehicles are not allowed on the beach other than in the designated limited access areas.

(p) All access areas will be appropriately marked and designated as such.

(q) During turtle nesting season driving is prohibited from 10:00 p.m. until 8:00 a.m. or after the morning nesting survey has been completed (if completed earlier than 8:00 a.m.), with the exception of vehicles launching or recovering boats. When driving between sunset and 10:00 p.m., headlights must be on dim and used only when in motion. Headlights must have red filters over the headlights. Light wavelength with red filters should be > 560 nm. All vehicles launching boats must be parked in designated parking areas so as to not obstruct other beach users.

(r) All-terrain vehicles are not permitted on the public beach. All-terrain vehicles used by sheriff department officers, South Walton Fire District, and county employees for official business may be driven on the beach. Beach vendor permits issued by the county for water-based activities or exclusive vending areas in excess of 1,000 linear beach front, may include all-terrain vehicles that are restricted to activities associated with the permitted vending activity only. Private security all-terrain vehicles may obtain a permit for a single vehicle to patrol properties they maintain which are in excess of 1,000 linear beach front, for a reduced fee as set by resolution of the board, which will allow them to access the beach within the limits specified in the permit. All ATVs used for official non-emergency, permitted vendor, or private security must have red filters over the headlights. Light wavelength with red filters should be > 560 nm. See section 22-60(d)(10) for restrictions on vendors driving on the beach.

(s) Conviction for a violation of Sec. 22-57 pursuant to 22-62 will also result in a revocation of the vehicle permit for the year. Upon conviction, permit holders with grandfathered permits issued pursuant to 22-57(c) will not only have their permits revoked for the year, but will also lose their grandfathered status and will have to apply for future permits under subsections (d), (e), and (f). Revocation of grandfathered permits for violations of this chapter are permanent and may not be reinstated.

Sec. 22-58. - Aircraft.

No person operating, directing, or responsible for any airplane, seaplane, helicopter, glider, balloon, dirigible, parachute, ultralight, or other aerial apparatus shall take off from or land on the beaches, unless authorized or permitted by the County.

Sec. 22-59. - Temporary use for special events.

(a) *Policy and objective.* This article is intended to ensure broad beach usage by allowing temporary uses of the beach for purposes which otherwise would be prohibited. These special uses would be allowed by a permit that waives certain restrictions under specific conditions which still protect the public health, safety, and welfare. The permitting process is intended to provide a convenient procedure to be followed by beach users.

(b) *Permit required.* No person shall organize, promote, or conduct a special event, except as provided in a special event permit issued pursuant to this section. It shall be unlawful for a vendor to organize, promote, or conduct a special event on behalf of a client without being listed on the permit application.

(c) *Permits for special events.*

(1) A permit for special event, according to its terms, may constitute a temporary waiver of one or more provisions of this chapter.

(2) Permits are required for special events with thirty (30) or more people expected or an event that requires vendor equipment to be set up, excluding bonfires. Permits are required for all weddings that are to be held on a public beach access, so as to not have more than one wedding taking place at the same time and place.

(3) The county shall create an application for the permit that details the items allowed and prohibited for use on the beach during special events. The permit shall require the applicant to provide, at a minimum, the following information:

a. Date and time of the special event;

b. Location of the special event;

c. Description of the special event;

d. Anticipated crowd size;

e. Sponsor of the special event;

f. Written consent from the property owner;

g. Any other information required by the county;

h. The location of the walk-over or access to the beach that will be used for the event and permission from the owner if necessary;

j. Detailed equipment list and layout to include quantity of tables, chairs, lights, and other fixtures or equipment; and

i. Parking plan.

(4) Special events over one hundred (100) people will require the special event sponsor to provide security and adequate parking.

(5) Special event permit holders are required to clean the beach immediately after the event has been completed. No special event items or remnants shall be deposited in the County beach garbage collections stations, beach dune systems, parking areas, or any other areas owned, leased, dedicated to, or maintained by the County.

(6) No special event shall be located within one hundred (100) feet of an active turtle nest.

(7) Fee. The fee for special event permits shall be set by resolution of the board and changed as necessary. Each special event shall require a separate permit.

Sec. 22-60. - Beach vendors.

(a) *Policy.* The county finds that the use and enjoyment of the beach by the public is enhanced by the provision of certain goods and services so long as individual peace and quiet is not unreasonably disturbed; that a comprehensive and effective program of beach management for the enjoyment of the beach by the public requires flexibility in the number, location, and type of beach vendors; and that as the trustee of the public interest in the beach, the county has the power to regulate the provision of goods and services by private vendors making use of the public interest on the beach. No beach vendor activities that require permanent installation of electricity or running water will be permitted as a vending operation by the county unless properly permitted with DEP and the building department.

(b) *Permit required.*

(1) A vendor permit shall be required for vending any kind or character on the beach. A specific place permit shall grant to the vendor the right to engage in vending on the specifically identified place on the beach from a fixed beach location. A vendor with multiple locations will need a permit for each specific location. Such permit shall provide the exclusive authority to engage in vending within a defined area or zone of operation on the specific beach. A vendor that is providing goods or services for use on the beach that does not have a defined area of the beach may only deliver the goods or services to the beach but may not engage in vending from the beach. Delivery vendors must remove their goods from the beach each day.

(2) A permit will be issued upon completion of required application and submission of required documents and payments. Applications shall be made to the county.

(3) The Board may enter into an agreement with a vendor to provide managed vending services at all public beaches that are owned, leased, dedicated to, or maintained by the County where vending is allowed, except for the Miramar Beach Regional Beach Access. In the event the Board enters into an agreement, the terms of the agreement shall govern vending at all public beaches that are owned, leased, dedicated to, or maintained by the County where vending is permitted. No vending shall be permitted at any beach access not included in the managed vendor program.

(4) Vendor permits are subject to suspension and/or revocation for failure to abide by applicable regulations. Suspension/revocation procedures shall be as set forth by resolution of the Board of County Commissioners and may be amended from time to time.

(c) *Fee.* The fee for beach vendor permits shall be set by resolution of the board and changed as necessary. Each type of activity shall require a separate permit.

(d) *Operations and maintenance generally.*

(1) Each vendor shall continuously have on file with the county a statement fully disclosing those natural persons owning, leasing, or having an ownership or leasehold interest in the vending operation, and those natural persons who shall be principally responsible for its operation or who in any manner assist with the operation of the vending operation.

(2) The vendor must have and maintain a telephone or marine radio at its land-based, watersports, and parasail operations centers.

(3) All equipment shall be maintained so as to promote an attractive appearance and to ensure safety of operation and quality of services. Beach chairs and umbrellas must be placed on the dry beach:

a. Walton County Public Beaches

1. at beaches owned, leased, dedicated to, or maintained by the County, items must be set up and maintained on the dry sand;

2. at a minimum of fifteen (15) feet from the seawall, toe of the dune, or line of permanent dune vegetation (whichever is closer seaward);

3. must allow for a ten (10) foot clear corridor from the lifeguard towers to the water and from lifeguard towers to the seawall, toe of the dune, or line of permanent dune vegetation (whichever is closer seaward); and

4. must allow for private set up space; and one continuous eight (8) foot access aisle through the middle of vendor zone for access to the water.

b. Walton County Private Beach Parcels with Vending

1. at any beach parcel along Walton County beaches where a vending permit has been issued, items must be set up and maintained on dry sand to ensure beach patrons the ability to traverse the beach unobstructed;

2. at a minimum of fifteen (15) feet from the seawall, toe of the dune, or line of permanent dune vegetation (whichever is closer seaward); and

3. must allow for a ten (10) foot clear corridor from the lifeguard towers to the water and from lifeguard towers to the seawall, toe of the dune, or line of permanent dune vegetation (whichever is closer seaward).

(4) All activities related to the business operation of each vendor must be confined within its assigned and designated area. During the sea turtle nesting season, vendors shall be allowed access to the beach between 7:30 a.m., or after the morning sea turtle nesting survey has been completed, or whichever is earlier, and one hour after sunset.

(5) Each vendor shall have a trash receptacle on the site, and shall, at the end of each business day, be required to ensure that all trash resulting from operations within a distance of 100 feet measured in any direction is removed from the beach.

(6) Temporary beach canvas coverings that have received all necessary federal, state, and local permits shall be allowed on the beach by permitted site specific vendors but must be placed as far landward as possible but seaward of the vegetation lines. Only vendors that have direct drive-on access may use temporary beach storage boxes in lieu of canvas coverings. Temporary beach storage boxes or canvas coverings must be removed entirely from the beach, beach dune systems, boardwalks, or parking areas in the event of a declared state of emergency and can be no larger than four feet by four feet by eight feet. Temporary beach storage boxes shall be constructed of wood and painted white (any exception must be approved by code compliance), alternatively, canvas coverings may be utilized subject to the same color and dimensional requirements.

Multiple temporary beach storage boxes or canvas coverings at a site-specific_vending location shall be placed at least twenty feet apart and positioned so they are perpendicular to the water's edge (any exception must be approved by code compliance). Each vendor shall ensure that all equipment is removed from the beach, dune system, boardwalks, or parking areas or stored in a temporary beach storage box or canvas coverings within one (1) hour after sunset. Failure to do so may result in fines or the revocation of the permit. For vendors that vend on beach of 1,000 linear feet or greater, owned by the same owner or controlled by the same owner/association, are allowed up to one temporary beach hut per each 500 linear feet (i.e. 1,200 feet = maximum of two beach huts). The gross square footage of the footprint of huts, including decks, must be no more than 144 square feet. Huts must be removed from the beach for declared state of emergency and cannot have permanent utilities (i.e. must be hose/cord connected).

(7) Temporary beach storage rack(s) that has received all necessary federal, state, and local permits shall be allowed on the beach by permitted vendors but must be placed as far landward as possible but seaward of the vegetation lines. All temporary beach storage rack(s) must be indicated on the vendor site plan and approved by code compliance. Temporary beach storage racks must be removed entirely from the beach in the event of a declared state of emergency, must have three (3) feet vertical clearance from the beach, and can be no wider than needed to hold (2) two paddleboards or kayaks. The beach permit number must be displayed on all separate pieces of the temporary beach storage rack and easily visible.

(8) Beach vendors shall be required to remove any expired vendor permit numbers and display the entire current beach vendor permit number (example 22-0000) on each outside panel of any temporary beach canvas covering or storage box. Beach vendors shall be required to remove any expired vendor permit numbers and display the entire current beach vendor permit number (example 22-0000) on each separate piece of any temporary beach storage rack. The permit number shall be at least four inches tall, but no more than six inches tall, and must be black or selected from the list provided by the County.

(9) No vending on private property shall occur without written and notarized annual authorization from the property owner on a form prescribed by the Code Compliance Department. No vending shall occur on beaches seaward of the erosion control line established pursuant to Chapter 161, Florida Statutes, without written annual authorization from the county and any private property owner whose southern property line is contiguous to the proposed vending location.

(10) Vendor driving on the beach. Vendor permits that specifically permit driving on the beach by off road, light weight vehicles must adhere to the following: During the sea turtle nesting season (May 1 through October 31, or the last marked nest has hatched, whichever is later), provide vehicles involved in vending operations or special events permitted by the county shall be allowed access to the beach between 7:30 a.m. or after the morning sea turtle nesting survey has been completed, and sunset, and can only be used for activities associated with the permitted vending activity as specified on their permit. Outside of the sea turtle nesting season, vehicular beach access shall be restricted to the period between sunrise and sunset and can only be for activities associated with the permitted vending activity as specified on their permit. Vehicles shall not encroach on

marked sear turtle nests or posted shorebird nesting sites, and under no circumstances shall vending equipment and/or supplies be placed within a nest barrier. Vendors shall not be allowed to drive through state parks. See section 22-57(r) for restrictions on vendor driving.

(11) Beach vendors' operations are limited to no more than 50 percent of the public beach frontage at any public beach access. The frontage shall be designated by the Walton County Code Compliance each year. It shall be unlawful and a violation of this ordinance for any person to move or manipulate the device used to designate the vendors' operation limits.

(12) No beach vendor activities that require permanent installation of electricity or running water will be permitted as a vending operation by the county unless properly permitted with DEP and the building department.

(13) At beaches owned, leased, dedicated to, or maintained by the County, it shall be unlawful to vend food or beverage on the beach or in the parking lot.

(14) Vending of tents greater than ten feet by ten feet (10'x10') shall be prohibited at beaches owned, leased, dedicated to, or maintained by the County. Vending of tents, as provided in this section, shall be limited to the upland one half (1/2) of the beach.

(e) *Operations and maintenance for water-based activity operations.* In addition to the requirements in subsection (d), vendors of water-based activity operations shall be subject to the following:

(1) The vendor must have an operations center located at a land-based location with direct access to the beach in the immediate area where the vending services are being provided for public use.

(2) The vendor must provide "access corridors" for jet propelled boats or vessels entering into the Gulf of Mexico. Such "access corridors" shall be designated by the board of county commissioners or its designated representatives and shall be posted as such. The "access corridors" shall not exceed 50 feet in width leading to the shore for pick-up or drop-off, and shall be marked by at least two orange or red buoys not less than 60 inches in circumference and anchored 150 feet from the shoreline, two orange or red buoys not less than 60 inches in circumference and anchored 300 feet from the shoreline, and two orange or red buoys not less than 60 inches in circumference and anchored 750 feet from the shoreline, and two orange or red cones or signs not less than 28 inches high erected at the waterline.

(3) The vendor must have a motorized chase boat or personalized watercraft in good running condition in the water. The chase boat must meet all U.S. Coast Guard safety requirements. It must remain at the vendor's base of operation during all hours of vendor's operations to be available to respond to emergencies. The chase boat shall be equipped with operational marine radio or cellular phone.

(4) All vendors involving water sports and their designated employees shall be required to obtain and maintain a current certification in BLS/CPR for rescue professionals and water safety certification recognized by the American Red Cross or industry equivalent. Proof of certification must be provided with the license application and upon request.

(5) There shall be no storage of hazardous materials (such as fuel) on the beach.

(f) *Operations and maintenance for parasail operations.* In addition to the requirements in subsections (d) and (e), vendors of parasail operations shall be subject to the following.

(1) Each towboat rented, leased, or hired within the county to pull a parasail, kite or the like, shall be registered with the county. The applicant for registration shall provide:

a. The name, residence, and mailing address of the owner;

b. The name, location, and mailing address of the parasail amusement offering the device;

c. A description of the tow boat and device to be pulled, including a copy of the certificate of title where applicable;

d. Evidence of Florida registration;

e. A certificate of the insurance required by subsection (h) issued in favor of the county and stating that the county shall receive 30 days written notice in advance of cancellation;

f. Current United States Coast Guard Certification that the parasail operator is a registered boat captain;

g. A letter of approval or a contract from the abutting property owner or condominium allowing the operator to establish a pull-in site behind an individual's or condominium association's property or condominium;

h. Each such towboat shall be the subject of a single application and each application shall be accompanied by a registration fee defined in section 22-61(c).

(2) The county shall assign a permit decal, including a number or letter and a colored field, for each towboat and personal watercraft that is rented.

(3) Each registration shall expire on February 1.

(4) It shall be unlawful for any person to conduct or assist in conducting, in whole or in part within the county, a parasail, kite, or similar ride on or above the waters of the Gulf of Mexico or Choctawhatchee Bay in exchange for a fee or value, or solicit the same within the county, unless:

a. The tow boat and parasail, kite or the like used in such ride are insured and registered, and each person and business offering or assisting such ride is insured, as required under this division.

b. There is a minimum of 2,000 feet between the land-based operations of vendors.

c. Permanent restroom facilities are provided.

d. The tow boat maintains an idle speed when within 750 feet (250 yards) of the shore.

e. The tow boat nor a parasailer does not come within 750 feet (250 yards) of the shoreline during actual operation (an exception exists when the tow boat is taking customers to and from the operational area to the shoreline).

f. There is provided for each rental location a water channel or access corridor perpendicular to the shoreline, not less than ten feet in width nor wider than 50 feet leading to the shore for pick-up or drop-off, and marked by at least two orange or red buoys not less than 60 inches in circumference and anchored 150 feet from the shoreline, two orange or red buoys not less than 60 inches in circumference and anchored 300 feet from the shoreline, and two orange or red buoys not less than 60 inches in circumference and anchored 750 feet from the shoreline, and two orange or red cones or signs not less than 28 inches high erected at the waterline.

g. There is a minimum of 2,000 feet between airborne parasailers.

h. A ground crew is provided that has both a cellular phone for emergencies and a shore-to-towboat radio. A chase boat and/or jet ski shall also be at the operational site to assist the towboat in the event of an emergency.

i. A current registration decal issued under this section is permanently affixed to the towboat.

j. Parasail operation shall only be allowed from the western edge of Topsail Hill State Preserve to the Okaloosa-Walton County line.

k. Vessel launch system. Every towboat used for parasail operations shall have a vessel launch system with an operable winch attached.

l. Landing and take-off zones.

1. A landing and take-off zone measuring 30 feet wide, and 50 feet long is established offshore. This area shall be clearly marked on the shore indicating the landing and take-off zone in the Gulf of Mexico.

2. Except in cases of emergency, the landing or take-off of such ride is made from and to such zone established (beach launches and recoveries of airborne parasailers are strictly prohibited).

3. No person shall knowingly swim within any channel properly marked pursuant to subsection (2)f.

4. No person shall knowingly remain within any properly sized and clearly marked landing and take-off zone established pursuant to this subsection.

5. Parasail towboats shall be prohibited from operation in any coastal dune lake of South Walton County.

m. In the event there is an accident involving a parasail amusement, the permitted vendor shall immediately notify the county in accordance with 46 CFR 4.05-1, Notice of Marine Casualty.

(g) *Operations and maintenance of personal watercraft.* In addition to the requirements in subsections (d) and (e), vendors of personal watercraft rentals shall be subject to the following.

(1) Each personal watercraft rented, leased, or hired shall be registered with the county. The application for registration shall include:

a. The name, residence, and mailing address of the owner;

b. The name, location, and mailing address of the personal watercraft vendor offering the device;

c. Evidence of Florida registration;

d. A certificate of the insurance required by subsection (h) issued in favor of the county and stating that the county shall receive 30 days written notice in advance of cancellation;

e. A letter of approval or a contract from the abutting property owner or condominium allowing the operator to establish a pull-in site behind an individual's or condominium association's property or condominium; and

f. Each personal watercraft shall be the subject of a single application and each application shall be accompanied by a registration fee defined in section 22-60(c).

(2) The county shall assign a permit decal, including a number or letter and a colored field for each personal watercraft that is rented.

(3) Each registration shall expire on February 1.

(4) Personal watercraft vendors shall be subject to the restriction in section 22-56.

(h) *Insurance.*

(1) It shall be unlawful for any vendor to operate unless the vendor shall have first procured and filed with the county a liability insurance policy, or a duly executed certificate of insurance, the terms, and conditions of which shall provide for the protection of all persons suffering injury, loss, or damage to the person, or to property, by reason of the operation of any beach concession.

(2) The insurance policy or certificate of insurance shall provide comprehensive general liability coverage in the amount of $500,000.00 and shall be executed by an insurance company authorized to do business in the State of Florida. Additionally, each person and business renting such devices, or offering or assisting such rides, within the county shall be insured against general public liability in an amount not less than $500,000.00 combined single limit per occurrence, and against property damage in an amount not less than $50,000.00 per occurrence.

a. The insurance policy or certificate of insurance shall contain a provision whereby every company executing the same shall obligate itself to notify the county in writing at least 30 days before any alteration, modification, or cancellation of such policy. Walton County Board of County Commissioners shall be listed as certificate holder and additionally insured on the insurance policy.

b. No authorization shall be issued to operate any concession unless and until such liability insurance policy or certificate of insurance is filed with the county, and failure of the vendor to procure a liability insurance policy as described in this section and keep such policy on file with the county at all times shall be grounds for suspension of the authorization until such time as insurance is obtained.

(i) *Acknowledgment.* All vendors shall sign an acknowledgment that he or she has read this section and understands its terms. In addition to those penalties in section 22-62, the vendor permit may be suspended and/or revoked for violation of this Ordinance.

(j) Flag system. Beach vendors will be required to provide and display a sign or placard on the beach at each permitted site specific vending location, describing the established County colored flag system. During double red flag conditions, the vendor shall have a sign or placard placed at every site-specific location and at least every 250 feet where the permitted location is greater than 250 feet, indicating double red flag conditions, water closed, and any violations may result in a $500.00 fine. The vendor must also warn guest verbally of the conditions.

Sec. 22-61. - Public beach parking.

No overnight parking or blocking of parking spaces or blocking of emergency vehicle access points is permitted in the county maintained beach access parking lots.

Sec. 22-62. - Penalty; fees and fines.

(a) A violation of any provision of this chapter shall constitute a civil infraction punishable by a fine not to exceed $500.00. Each occurrence of a violation, or, in the case of continuing violations, each day a violation occurs or continues, constitutes a separate offense. The Board of County Commissioners is authorized to set the amount of any fee or fine that is designated in this chapter by a resolution of the Board and may amend such resolution as the Board determines is necessary. In addition to issuance of fines, the County shall use any other lawful methods of enforcement and remedy to gain compliance with the provisions of this chapter.

(b) Deputies of the sheriff's office and code compliance officers shall be responsible for the issuance of citations for any violation of the provisions of this chapter. Any fees and/or fines collected pursuant to this chapter are to be remitted through the Clerk of Court and placed in the general fund of the Board of County Commissioners. A person cited for a violation may elect to either:

(1) Pay the scheduled fine plus administrative costs to the Clerk of Court within 30 calendar days of the date of the citation, or

(2) Waive the scheduled fine and request a hearing before the County's Code Compliance Special Magistrate by notifying the Clerk of the Court in writing, by phone, or in person within 30 calendar days of the date of the citation. The violator must appear in person at the hearing. At such hearing the Code Compliance Special Magistrate shall, upon finding that the violator committed the infraction charged, impose a fine plus administrative costs.

(c) Specifically, as it relates to beach vendor permits, violations of any provision of this chapter may additionally be enforced through vendor permit suspension and revocation as set forth by the Board of County Commissioners, and as may be amended from time to time. Accordingly, the Board of County Commissioners is authorized to, by resolution or ordinance, adopt a violation schedule setting forth a system under which a vendor is subject to suspension or revocation of any or all permits issued, and may base that system upon the number of violations

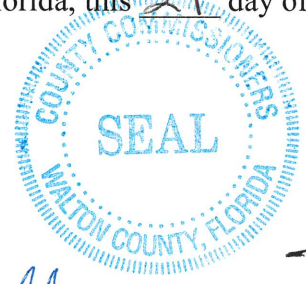
of provisions of this chapter, a point-based calculation whereby points are assessed per violation and suspension or revocation is based on cumulative points received within defined time periods, or any other suspension and revocation methodology determined by the Board of County Commissioner and duly adopted. Upon adoption of such system(s), County Code Enforcement officials are hereby empowered to issue such suspensions or revocations in accordance therewith. An appeal of any such suspension or revocation shall be to the magistrate assigned to hear code matters. A vendor must submit in writing to code compliance their request for appeal and reason within 48 hrs. of being notified that their permit will be suspended.

(d) In addition to any suspension or revocation system adopted and implemented above, the failure to pay or timely challenge any citation shall result in the immediate and automatic revocation of all permits issued to the offending vendor, and reinstatement of said permits and issuance of any new permits to said vendor shall not occur until said vendor has paid all fines due related to said citation(s), together with a non-payment penalty equal to the amount of the original citation multiplied by the total number of days the citation(s) have remain unpaid, and the amount of any permit application costs which must be remitted for reinstatement. Payment of the issued citations shall be made to the Clerk of Court and a receipt showing payment in full produced to the County, and all other payments for penalties and application costs shall be made directly to the County. If additional citations have been issued or are outstanding, the vendor subject to revocation under this subsection must either pay those citations in full at the time of applying for reinstatement or show proof where the vendor has filed a timely notice to contest those citations.

Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Effective Date. This Ordinance shall be effective immediately upon adoption by the Board of County Commissioners.

Passed and duly adopted in regular session by the Board of County Commissioners of Walton County, Florida, this 21 day of June, 2024.



Attest:

BOARD OF COUNTY COMMISSIONERS
OF WALTON COUNTY, FLORIDA

for: Sylvia Powell
Alex Alford, Clerk of Circuit Court
and County Comptroller

for Donna Johns
Anthony "Tony" Anderson, Chair

(b) *Permit required.* No person shall organize, promote, or conduct a special event, except as provided in a special event permit issued pursuant to this section. It shall be unlawful for a vendor to organize, promote, or conduct a special event on behalf of a client without being listed on the permit application.

(c) *Permits for special events.*

(1) A permit for special event, according to its terms, may constitute a temporary waiver of one or more provisions of this chapter.

(2) Permits are required for special events with thirty (30) or more people expected or an event that requires vendor equipment to be set up, excluding bonfires. Permits are required for all weddings that are to be held on a public beach access, so as to not have more than one wedding taking place at the same time and place.

(3) The county shall create an application for the permit that details the items allowed and prohibited for use on the beach during special events. The permit shall require the applicant to provide, at a minimum, the following information:

a. Date and time of the special event;

b. Location of the special event;

c. Description of the special event;

d. Anticipated crowd size;

e. Sponsor of the special event;

f. Written consent from the property owner;

g. Any other information required by the county;

h. The location of the walk-over or access to the beach that will be used for the event and permission from the owner if necessary;

j. Detailed equipment list and layout to include quantity of tables, chairs, lights, and other fixtures or equipment; and

i. Parking plan.

(4) Special events over one hundred (100) people will require the special event sponsor to provide security and adequate parking.

(5) Special event permit holders are required to clean the beach immediately after the event has been completed. No special event items or remnants shall be deposited in the County beach garbage collections stations, beach dune systems, parking areas, or any other areas owned, leased, dedicated to, or maintained by the County.

(6) No special event shall be located within one hundred (100) feet of an active turtle nest.

(7) Fee. The fee for special event permits shall be set by resolution of the board and changed as necessary. Each special event shall require a separate permit.

Sec. 22-60. - Beach vendors.

(a) *Policy.* The county finds that the use and enjoyment of the beach by the public is enhanced by the provision of certain goods and services so long as individual peace and quiet is not unreasonably disturbed; that a comprehensive and effective program of beach management for the enjoyment of the beach by the public requires flexibility in the number, location, and type of beach vendors; and that as the trustee of the public interest in the beach, the county has the power to regulate the provision of goods and services by private vendors making use of the public interest on the beach. No beach vendor activities that require permanent installation of electricity or running water will be permitted as a vending operation by the county unless properly permitted with DEP and the building department.

(b) *Permit required.*

(1) A vendor permit shall be required for vending any kind or character on the beach. A specific place permit shall grant to the vendor the right to engage in vending on the specifically identified place on the beach from a fixed beach location. A vendor with multiple locations will need a permit for each specific location. Such permit shall provide the exclusive authority to engage in vending within a defined area or zone of operation on the specific beach. A vendor that is providing goods or services for use on the beach that does not have a defined area of the beach may only deliver the goods or services to the beach but may not engage in vending from the beach. Delivery vendors must remove their goods from the beach each day.

(2) A permit will be issued upon completion of required application and submission of required documents and payments. Applications shall be made to the county.

(3) The Board may enter into an agreement with a vendor to provide managed vending services at all public beaches that are owned, leased, dedicated to, or maintained by the County where vending is allowed, except for the Miramar Beach Regional Beach Access. In the event the Board enters into an agreement, the terms of the agreement shall govern vending at all public beaches that are owned, leased, dedicated to, or maintained by the County where vending is permitted. No vending shall be permitted at any beach access not included in the managed vendor program.

(4) Vendor permits are subject to suspension and/or revocation for failure to abide by applicable regulations. Suspension/revocation procedures shall be as set forth by resolution of the Board of County Commissioners and may be amended from time to time.

(c) *Fee.* The fee for beach vendor permits shall be set by resolution of the board and changed as necessary. Each type of activity shall require a separate permit.

(d) *Operations and maintenance generally.*

(1) Each vendor shall continuously have on file with the county a statement fully disclosing those natural persons owning, leasing, or having an ownership or leasehold interest in the vending operation, and those natural persons who shall be principally responsible for its operation or who in any manner assist with the operation of the vending operation.

(2) The vendor must have and maintain a telephone or marine radio at its land-based, watersports, and parasail operations centers.

(3) All equipment shall be maintained so as to promote an attractive appearance and to ensure safety of operation and quality of services. Beach chairs and umbrellas must be placed on the dry beach:

a. Walton County Public Beaches

1. at beaches owned, leased, dedicated to, or maintained by the County, items must be set up and maintained on the dry sand;

2. at a minimum of fifteen (15) feet from the seawall, toe of the dune, or line of permanent dune vegetation (whichever is closer seaward);

3. must allow for a ten (10) foot clear corridor from the lifeguard towers to the water and from lifeguard towers to the seawall, toe of the dune, or line of permanent dune vegetation (whichever is closer seaward); and

4. must allow for private set up space; and one continuous eight (8) foot access aisle through the middle of vendor zone for access to the water.

b. Walton County Private Beach Parcels with Vending

1. at any beach parcel along Walton County beaches where a vending permit has been issued, items must be set up and maintained on dry sand to ensure beach patrons the ability to traverse the beach unobstructed;

2. at a minimum of fifteen (15) feet from the seawall, toe of the dune, or line of permanent dune vegetation (whichever is closer seaward); and

3. must allow for a ten (10) foot clear corridor from the lifeguard towers to the water and from lifeguard towers to the seawall, toe of the dune, or line of permanent dune vegetation (whichever is closer seaward).

(4) All activities related to the business operation of each vendor must be confined within its assigned and designated area. During the sea turtle nesting season, vendors shall be allowed access to the beach between 7:30 a.m., or after the morning sea turtle nesting survey has been completed, or whichever is earlier, and one hour after sunset.

(5) Each vendor shall have a trash receptacle on the site, and shall, at the end of each business day, be required to ensure that all trash resulting from operations within a distance of 100 feet measured in any direction is removed from the beach.

(6) Temporary beach canvas coverings that have received all necessary federal, state, and local permits shall be allowed on the beach by permitted site specific vendors but must be placed as far landward as possible but seaward of the vegetation lines. Only vendors that have direct drive-on access may use temporary beach storage boxes in lieu of canvas coverings. Temporary beach storage boxes or canvas coverings must be removed entirely from the beach, beach dune systems, boardwalks, or parking areas in the event of a declared state of emergency and can be no larger than four feet by four feet by eight feet. Temporary beach storage boxes shall be constructed of wood and painted white (any exception must be approved by code compliance), alternatively, canvas coverings may be utilized subject to the same color and dimensional requirements.

Multiple temporary beach storage boxes or canvas coverings at a site-specific_vending location shall be placed at least twenty feet apart and positioned so they are perpendicular to the water's edge (any exception must be approved by code compliance). Each vendor shall ensure that all equipment is removed from the beach, dune system, boardwalks, or parking areas or stored in a temporary beach storage box or canvas coverings within one (1) hour after sunset. Failure to do so may result in fines or the revocation of the permit. For vendors that vend on beach of 1,000 linear feet or greater, owned by the same owner or controlled by the same owner/association, are allowed up to one temporary beach hut per each 500 linear feet (i.e. 1,200 feet = maximum of two beach huts). The gross square footage of the footprint of huts, including decks, must be no more than 144 square feet. Huts must be removed from the beach for declared state of emergency and cannot have permanent utilities (i.e. must be hose/cord connected).

(7) Temporary beach storage rack(s) that has received all necessary federal, state, and local permits shall be allowed on the beach by permitted vendors but must be placed as far landward as possible but seaward of the vegetation lines. All temporary beach storage rack(s) must be indicated on the vendor site plan and approved by code compliance. Temporary beach storage racks must be removed entirely from the beach in the event of a declared state of emergency, must have three (3) feet vertical clearance from the beach, and can be no wider than needed to hold (2) two paddleboards or kayaks. The beach permit number must be displayed on all separate pieces of the temporary beach storage rack and easily visible.

(8) Beach vendors shall be required to remove any expired vendor permit numbers and display the entire current beach vendor permit number (example 22-0000) on each outside panel of any temporary beach canvas covering or storage box. Beach vendors shall be required to remove any expired vendor permit numbers and display the entire current beach vendor permit number (example 22-0000) on each separate piece of any temporary beach storage rack. The permit number shall be at least four inches tall, but no more than six inches tall, and must be black or selected from the list provided by the County.

(9) No vending on private property shall occur without written and notarized annual authorization from the property owner on a form prescribed by the Code Compliance Department. No vending shall occur on beaches seaward of the erosion control line established pursuant to Chapter 161, Florida Statutes, without written annual authorization from the county and any private property owner whose southern property line is contiguous to the proposed vending location.

(10) Vendor driving on the beach. Vendor permits that specifically permit driving on the beach by off road, light weight vehicles must adhere to the following: During the sea turtle nesting season (May 1 through October 31, or the last marked nest has hatched, whichever is later), provide vehicles involved in vending operations or special events permitted by the county shall be allowed access to the beach between 7:30 a.m. or after the morning sea turtle nesting survey has been completed, and sunset, and can only be used for activities associated with the permitted vending activity as specified on their permit. Outside of the sea turtle nesting season, vehicular beach access shall be restricted to the period between sunrise and sunset and can only be for activities associated with the permitted vending activity as specified on their permit. Vehicles shall not encroach on

marked sear turtle nests or posted shorebird nesting sites, and under no circumstances shall vending equipment and/or supplies be placed within a nest barrier. Vendors shall not be allowed to drive through state parks. See section 22-57(r) for restrictions on vendor driving.

(11) Beach vendors' operations are limited to no more than 50 percent of the public beach frontage at any public beach access. The frontage shall be designated by the Walton County Code Compliance each year. It shall be unlawful and a violation of this ordinance for any person to move or manipulate the device used to designate the vendors' operation limits.

(12) No beach vendor activities that require permanent installation of electricity or running water will be permitted as a vending operation by the county unless properly permitted with DEP and the building department.

(13) At beaches owned, leased, dedicated to, or maintained by the County, it shall be unlawful to vend food or beverage on the beach or in the parking lot.

(14) Vending of tents greater than ten feet by ten feet (10'x10') shall be prohibited at beaches owned, leased, dedicated to, or maintained by the County. Vending of tents, as provided in this section, shall be limited to the upland one half (1/2) of the beach.

(e) *Operations and maintenance for water-based activity operations.* In addition to the requirements in subsection (d), vendors of water-based activity operations shall be subject to the following:

(1) The vendor must have an operations center located at a land-based location with direct access to the beach in the immediate area where the vending services are being provided for public use.

(2) The vendor must provide "access corridors" for jet propelled boats or vessels entering into the Gulf of Mexico. Such "access corridors" shall be designated by the board of county commissioners or its designated representatives and shall be posted as such. The "access corridors" shall not exceed 50 feet in width leading to the shore for pick-up or drop-off, and shall be marked by at least two orange or red buoys not less than 60 inches in circumference and anchored 150 feet from the shoreline, two orange or red buoys not less than 60 inches in circumference and anchored 300 feet from the shoreline, and two orange or red buoys not less than 60 inches in circumference and anchored 750 feet from the shoreline, and two orange or red cones or signs not less than 28 inches high erected at the waterline.

(3) The vendor must have a motorized chase boat or personalized watercraft in good running condition in the water. The chase boat must meet all U.S. Coast Guard safety requirements. It must remain at the vendor's base of operation during all hours of vendor's operations to be available to respond to emergencies. The chase boat shall be equipped with operational marine radio or cellular phone.

(4) All vendors involving water sports and their designated employees shall be required to obtain and maintain a current certification in BLS/CPR for rescue professionals and water safety certification recognized by the American Red Cross or industry equivalent. Proof of certification must be provided with the license application and upon request.

(5) There shall be no storage of hazardous materials (such as fuel) on the beach.

(f) *Operations and maintenance for parasail operations.* In addition to the requirements in subsections (d) and (e), vendors of parasail operations shall be subject to the following.

(1) Each towboat rented, leased, or hired within the county to pull a parasail, kite or the like, shall be registered with the county. The applicant for registration shall provide:

a. The name, residence, and mailing address of the owner;

b. The name, location, and mailing address of the parasail amusement offering the device;

c. A description of the tow boat and device to be pulled, including a copy of the certificate of title where applicable;

d. Evidence of Florida registration;

e. A certificate of the insurance required by subsection (h) issued in favor of the county and stating that the county shall receive 30 days written notice in advance of cancellation;

f. Current United States Coast Guard Certification that the parasail operator is a registered boat captain;

g. A letter of approval or a contract from the abutting property owner or condominium allowing the operator to establish a pull-in site behind an individual's or condominium association's property or condominium;

h. Each such towboat shall be the subject of a single application and each application shall be accompanied by a registration fee defined in section 22-61(c).

(2) The county shall assign a permit decal, including a number or letter and a colored field, for each towboat and personal watercraft that is rented.

(3) Each registration shall expire on February 1.

(4) It shall be unlawful for any person to conduct or assist in conducting, in whole or in part within the county, a parasail, kite, or similar ride on or above the waters of the Gulf of Mexico or Choctawhatchee Bay in exchange for a fee or value, or solicit the same within the county, unless:

a. The tow boat and parasail, kite or the like used in such ride are insured and registered, and each person and business offering or assisting such ride is insured, as required under this division.

b. There is a minimum of 2,000 feet between the land-based operations of vendors.

c. Permanent restroom facilities are provided.

d. The tow boat maintains an idle speed when within 750 feet (250 yards) of the shore.

e. The tow boat nor a parasailer does not come within 750 feet (250 yards) of the shoreline during actual operation (an exception exists when the tow boat is taking customers to and from the operational area to the shoreline).

f. There is provided for each rental location a water channel or access corridor perpendicular to the shoreline, not less than ten feet in width nor wider than 50 feet leading to the shore for pick-up or drop-off, and marked by at least two orange or red buoys not less than 60 inches in circumference and anchored 150 feet from the shoreline, two orange or red buoys not less than 60 inches in circumference and anchored 300 feet from the shoreline, and two orange or red buoys not less than 60 inches in circumference and anchored 750 feet from the shoreline, and two orange or red cones or signs not less than 28 inches high erected at the waterline.

g. There is a minimum of 2,000 feet between airborne parasailers.

h. A ground crew is provided that has both a cellular phone for emergencies and a shore-to-towboat radio. A chase boat and/or jet ski shall also be at the operational site to assist the towboat in the event of an emergency.

i. A current registration decal issued under this section is permanently affixed to the towboat.

j. Parasail operation shall only be allowed from the western edge of Topsail Hill State Preserve to the Okaloosa-Walton County line.

k. Vessel launch system. Every towboat used for parasail operations shall have a vessel launch system with an operable winch attached.

l. Landing and take-off zones.

1. A landing and take-off zone measuring 30 feet wide, and 50 feet long is established offshore. This area shall be clearly marked on the shore indicating the landing and take-off zone in the Gulf of Mexico.

2. Except in cases of emergency, the landing or take-off of such ride is made from and to such zone established (beach launches and recoveries of airborne parasailers are strictly prohibited).

3. No person shall knowingly swim within any channel properly marked pursuant to subsection (2)f.

4. No person shall knowingly remain within any properly sized and clearly marked landing and take-off zone established pursuant to this subsection.

5. Parasail towboats shall be prohibited from operation in any coastal dune lake of South Walton County.

m. In the event there is an accident involving a parasail amusement, the permitted vendor shall immediately notify the county in accordance with 46 CFR 4.05-1, Notice of Marine Casualty.

(g) *Operations and maintenance of personal watercraft.* In addition to the requirements in subsections (d) and (e), vendors of personal watercraft rentals shall be subject to the following.

(1) Each personal watercraft rented, leased, or hired shall be registered with the county. The application for registration shall include:

a. The name, residence, and mailing address of the owner;

b. The name, location, and mailing address of the personal watercraft vendor offering the device;

c. Evidence of Florida registration;

d. A certificate of the insurance required by subsection (h) issued in favor of the county and stating that the county shall receive 30 days written notice in advance of cancellation;

e. A letter of approval or a contract from the abutting property owner or condominium allowing the operator to establish a pull-in site behind an individual's or condominium association's property or condominium; and

f. Each personal watercraft shall be the subject of a single application and each application shall be accompanied by a registration fee defined in section 22-60(c).

(2) The county shall assign a permit decal, including a number or letter and a colored field for each personal watercraft that is rented.

(3) Each registration shall expire on February 1.

(4) Personal watercraft vendors shall be subject to the restriction in section 22-56.

(h) *Insurance.*

(1) It shall be unlawful for any vendor to operate unless the vendor shall have first procured and filed with the county a liability insurance policy, or a duly executed certificate of insurance, the terms, and conditions of which shall provide for the protection of all persons suffering injury, loss, or damage to the person, or to property, by reason of the operation of any beach concession.

(2) The insurance policy or certificate of insurance shall provide comprehensive general liability coverage in the amount of $500,000.00 and shall be executed by an insurance company authorized to do business in the State of Florida. Additionally, each person and business renting such devices, or offering or assisting such rides, within the county shall be insured against general public liability in an amount not less than $500,000.00 combined single limit per occurrence, and against property damage in an amount not less than $50,000.00 per occurrence.

a. The insurance policy or certificate of insurance shall contain a provision whereby every company executing the same shall obligate itself to notify the county in writing at least 30 days before any alteration, modification, or cancellation of such policy. Walton County Board of County Commissioners shall be listed as certificate holder and additionally insured on the insurance policy.

b. No authorization shall be issued to operate any concession unless and until such liability insurance policy or certificate of insurance is filed with the county, and failure of the vendor to procure a liability insurance policy as described in this section and keep such policy on file with the county at all times shall be grounds for suspension of the authorization until such time as insurance is obtained.

(i) *Acknowledgment.* All vendors shall sign an acknowledgment that he or she has read this section and understands its terms. In addition to those penalties in section 22-62, the vendor permit may be suspended and/or revoked for violation of this Ordinance.

(j) Flag system. Beach vendors will be required to provide and display a sign or placard on the beach at each permitted site specific vending location, describing the established County colored flag system. During double red flag conditions, the vendor shall have a sign or placard placed at every site-specific location and at least every 250 feet where the permitted location is greater than 250 feet, indicating double red flag conditions, water closed, and any violations may result in a $500.00 fine. The vendor must also warn guest verbally of the conditions.

Sec. 22-61. - Public beach parking.

No overnight parking or blocking of parking spaces or blocking of emergency vehicle access points is permitted in the county maintained beach access parking lots.

Sec. 22-62. - Penalty; fees and fines.

(a) A violation of any provision of this chapter shall constitute a civil infraction punishable by a fine not to exceed $500.00. Each occurrence of a violation, or, in the case of continuing violations, each day a violation occurs or continues, constitutes a separate offense. The Board of County Commissioners is authorized to set the amount of any fee or fine that is designated in this chapter by a resolution of the Board and may amend such resolution as the Board determines is necessary. In addition to issuance of fines, the County shall use any other lawful methods of enforcement and remedy to gain compliance with the provisions of this chapter.

(b) Deputies of the sheriff's office and code compliance officers shall be responsible for the issuance of citations for any violation of the provisions of this chapter. Any fees and/or fines collected pursuant to this chapter are to be remitted through the Clerk of Court and placed in the general fund of the Board of County Commissioners. A person cited for a violation may elect to either:

(1) Pay the scheduled fine plus administrative costs to the Clerk of Court within 30 calendar days of the date of the citation, or

(2) Waive the scheduled fine and request a hearing before the County's Code Compliance Special Magistrate by notifying the Clerk of the Court in writing, by phone, or in person within 30 calendar days of the date of the citation. The violator must appear in person at the hearing. At such hearing the Code Compliance Special Magistrate shall, upon finding that the violator committed the infraction charged, impose a fine plus administrative costs.

(c) Specifically, as it relates to beach vendor permits, violations of any provision of this chapter may additionally be enforced through vendor permit suspension and revocation as set forth by the Board of County Commissioners, and as may be amended from time to time. Accordingly, the Board of County Commissioners is authorized to, by resolution or ordinance, adopt a violation schedule setting forth a system under which a vendor is subject to suspension or revocation of any or all permits issued, and may base that system upon the number of violations

BOARD OF COUNTY COMMISSIONERS, WALTON COUNTY, FLORIDA
REQUEST FOR PROPOSAL

For

MANAGED BEACH VENDOR PROGRAM

RFP NO: RFP 25-01

Introduction

PURPOSE:

The County has issued this Request for Proposals (RFP) with the sole purpose and intent of obtaining proposals from interested and qualified proposers offering to provide a MANAGED BEACH VENDOR PROGRAM, in accordance with the specifications stated herein.

Scope of Work

Summary

Walton County is seeking a concessionaire to provide beach equipment rentals at designated regional and neighborhood beach accesses. The selected proposer (Concessionaire) will provide all labor, materials, equipment, and supervision required for daily operations.

The program will run from March 1 through October 31 each year, with vending hours from 8:00 AM to 5:00 PM, seven days a week. Services include renting chairs, umbrellas, and other approved equipment, maintaining clean work areas, and ensuring professional service with uniformed attendants.

Key responsibilities include

Setup and breakdown of equipment based on customer needs.

Maintaining clear access paths to the water and properly storing equipment at the end of each shift.

Communication and reporting with the County, including monthly rental reports and prompt notice of any operational issues.

Emergency preparedness, ensuring removal of equipment during severe weather and in the event of a State of Emergency.

The vendor must comply with Walton County Code regulations and obtain all necessary permits and licenses. Additionally, managers and attendants will be required to maintain constant communication with County Code Compliance and provide prompt service across all assigned beach access locations.

This program ensures high-quality public service while preserving the beach environment and enhancing visitor experience.

Scope of Work General

1. General Overview

The concessionaire shall provide all labor, materials, equipment, and supervision necessary to provide beach equipment rentals at select Walton County Beach Accesses.

2. Service Locations

The following Regional and Neighborhood Beach Access locations, with equipment limits delineated in Exhibit A, are included:

- Scenic Gulf Drive Regional Beach Access
- Dune Allen Regional Beach Access
- Fort Panic Regional Beach Access/West Allen Loop Neighborhood Beach Access
- Ed Walline Regional Beach Access
- Shell Seeker's Cove and Spooky Lane Neighborhood Beach Access
- Gulfview Heights Regional Beach Access
- Blue Mountain Beach Regional Beach Access
- Grayton Dunes Neighborhood Beach Access
- Dogwood / Thyme Neighborhood Beach Access
- Hickory / Live Oak / Nightcap / 395 Neighborhood Beach Access
- Holly / Camellia / Azalea / Gardenia Neighborhood Beach Access
- Headland / Greenwood / Andalusia / Dothan Neighborhood Beach Access
- Santa Clara Regional Beach Access
- Seagrove Regional Beach Access (coming 2025)
- One Seagrove Neighborhood Beach Access
- Walton Dunes Neighborhood Beach Access
- Wall Street Neighborhood Beach Access
- Inlet Beach Regional Beach Access
- S Walton Lakeshore Dr. Neighborhood Beach Access
- Future additional accesses as acquired

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3. Dates of Operation

- **Season**: March 1 – October 31 (annually)

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4. Days/Hours of Operation

- **Days**: 7 days per week

- **Vending Hours**: 8:00 AM – 5:00 PM
- **Attendant Hours**: 7:45 AM – 5:15 PM (or until equipment is removed and stored)

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5. Attendant Standards
   - **Uniforms**:
     - Professional uniforms with the concessionaire's name and/or logo.
     - Uniform design and color must be approved by the Director or Deputy Director of Code Compliance.
   - **Behavior**:
     - Attendants must maintain a polite, professional, and courteous demeanor.

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6. Management Requirements
   - Maintain appropriate number of managers to ensure service quality and compliance with Walton County Ordinance No. 2024-21 (Beach Activities Ordinance), which is attached hereto as Exhibit B and as may be amended from time to time.
   - Notify Code Compliance by 8:00 AM daily about any attendant absences and/or tardiness, with a plan for operational continuity.

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7. Attendants on Duty
   - Ensure a sufficient number of attendants are available to meet service expectations at each access awarded.
   - Attendants must be present on the beach during vending hours at each access awarded.

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8. Communication Devices
   - Managers and attendants must carry cell phones with internet access and be reachable via phone, text, or email. Contact information must be shared with Code Compliance and updated as needed.

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9. Work Area and Storage
   - **Work Area**: Includes umbrella and chair.
   - **Storage**: Must comply with Section 22-60(d)(6) of the Beach Activities Ordinance, as amended.

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10. Allowable Equipment Rentals
    - Chairs
    - Footstools
    - Umbrellas

- Any other approved items in the contract resulting from this RFP

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11. Equipment Rental Rates
    - Provide a schedule of rental rates to the County.
    - Any proposed rate increases must be submitted to the County Administrator or designee for approval.

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12. Equipment Standards & Setup
    - **Condition**: Equipment must be in good working order with no rips, tears, holes, or discoloration.
        - Chairs must display the concessionaire's name and or logo.
        - Equipment colors must be uniform per access location.
    - **Setup Rules**:
        - Set up only when a customer arrives; break down when vacated for more than 30 minutes.
        - Display the above setup/breakdown rules at each access and inform customers upon rental.
        - Perform clean-up throughout the day, with attendants keeping and removing trash containers by shift end.
        - Strictly adhere to the maximum number of chairs and umbrellas allowed at each access per day.
    - **Access Requirements**: Maintain clear aisles to the water and avoid clustering setups.
    - **Emergency Removal**:
        - In the event of a state of emergency, remove all beach equipment and storage boxes/canvas coverings from beaches, dunes, boardwalks, and parking areas within 24 hours.

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13. Vendor Access to the Beach
    - Vendors must use boardwalks/dune walkovers for access.
    - Beach driving is prohibited unless permitted by Code Compliance in accordance with Section 22-57 of the Beach Activities Ordinance.

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14. Advertising
    - Signs must comply with Section 22-55 of the Beach Activities Ordinance.

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15. Reports and Records

- Maintain financial records which shall be provided to Code Compliance upon request.
    - Records must include:
        A. Revenue/expense reports
        B. Florida State Sales Tax Returns
        C. Federal Payroll Tax Returns
        D. Recorded ledgers
        E. Personnel records
- Submit detailed monthly rental sales reports by the 10th of the following month.

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16. Violation of Agreement
- **Penalties** for violations of the agreement or County codes:
    A. **First Infraction** – Written warning
    B. **Second Infraction** – $250 fine
    C. **Third Infraction** – $500 fine
    D. **Fourth Infraction** – $750 fine
    E. **Fifth and Subsequent Infractions** – $1,000 fine
- Fines are due and payable within 30 days of notification.
- Appeals must be submitted in writing within 72 hours of violation notification, including a $250 administrative fee and a reason for appeal.

Additional Proposal Requirements

Service Plan for All Beach Accesses
Proposers must submit a detailed plan outlining how they will efficiently and reliably service all designated beach access locations. This plan should include staffing strategies, logistics for transporting equipment between sites, and methods for maintaining uninterrupted access at each location.

Alternate Bid for Individual Zones
To provide flexibility, the County invites proposers to submit alternate bid proposals for individual zones as outlined in Attachments A and C. This approach allows the County to evaluate the feasibility of awarding contracts for specific zones rather than the entire county. Each alternate bid must clearly detail:
- Staffing levels and operational plans specific to the individual zones.
- Zone-specific pricing and the availability of necessary equipment.

- Any unique logistical considerations or challenges related to servicing smaller areas.

Subcontracting

Please note that subcontracting any portion of the services by the chosen vendor(s) is not authorized unless expressly pre-approved by the Board of County Commissioners (BCC). Unauthorized subcontracting is considered an Agreement violation and shall result in the imposition of penalties as described in Subsection 2.2.16 above. Concessionaires should plan to perform all services with their own resources unless otherwise agreed upon in advance.

Area Modification Rights

The County reserves the right to modify or remove sections of the contracted area under the Managed Beach Vendor Program at any time, if deemed in the best interest of the County or the location.

Submittal Requirements

General Requirements

The purpose of the proposal is to demonstrate the qualifications, competence, capacity, and methodology of the Proposer seeking to provide the services in conformity with the requirements of this RFP. The proposal should demonstrate the combined qualifications of the Proposer and of the particular staff to be assigned to this engagement.

While the proposal shall address all the points outlined in the RFP, it should also specify an approach that will meet the RFP requirements. The proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the RFP requirements.

Format Requirements

The County requires a uniform format to ensure that all proposals are fairly evaluated. Proposals shall be organized as outlined below and shall include the information specified.

Proposers shall include the following information in their submittals responsive to this RFP. The following format and sequence should be followed in order to provide consistency in responses and to ensure each proposal receives full consideration.

Tab 1: INTRODUCTION LETTER

Provide an introduction letter introducing Proposer, including corporate name (if applicable), address, telephone number, name and email of principal officer, number of years in business, and size of staff. Briefly state that Proposer fully understands the scope of services, possesses the capacity and ability to perform said services, and will make a positive commitment to perform the services as described herein. The introduction letter shall be signed by an individual authorized to bind Proposer.

Tab 2: QUALIFICATIONS OF PROPOSER/RELEVANT EXPERIENCE

1. Relevant Experience in Beach Equipment Rental Operations

- **Operations Across Multiple Locations**
    - Experience managing services at multiple regional and neighborhood access points, similar to the listed Walton County beach access locations.
- **Seasonal Service Expertise**

- Proposers should demonstrate experience with seasonal operations, such as managing services from **March to October**, ensuring consistent quality and availability.

- **Daily Operations Management**
  - Examples of experience providing **7-day-per-week** operations with clearly defined service and attendant schedules.

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2. Personnel Management Experience and Compliance

- **Attendant Management and Training**
  - Highlight prior experience with hiring, training, and managing staff in accordance with county-approved uniform and behavioral standards set forth in Subsection 2.2.5 above.

- **Communication with Local Authorities**
  - Proposers should have experience **coordinating with municipalities or compliance departments**, ensuring smooth communication about operations, emergencies, and personnel issues.

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3. Equipment Setup and Quality Standards

- **High-Quality Equipment Management**
  - Prior experience maintaining **uniform, durable equipment**, and adhering to local codes for condition, branding, and safety.
  - Ability to ensure equipment removal in **emergency situations** or state of emergency declarations.

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4. Adherence to Local Regulations and Reporting Requirements

- **Permitting and Licensing**
  - Demonstrated knowledge in obtaining **local vendor permits** for beach operations, along with any relevant approvals required to operate.

- **Compliance with County Codes**
  - Experience managing beach operations in compliance with local codes, such as **Walton County Code Section 22-55 (signage regulations)**.

- **Record Keeping and Reporting**
  - Ability to maintain and provide **detailed financial and operational reports** (e.g., sales reports, tax returns, and ledgers) to government authorities upon request.

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5. Proven Ability to Handle Customer Service and Emergencies

- **Customer Service Skills**
    - Examples of **professional customer interaction** and responsiveness in outdoor service environments.
    - Experience with **on-demand equipment setup and removal**, ensuring customer satisfaction and compliance with beach-use rules.
- **Emergency Readiness**
    - Proposers should demonstrate a plan or previous experience in **removing equipment quickly** in the event of emergency situations.

Tab 3: REFERENCES
Provide at least 3 references from entities for which you provided similar services within the past 5 years similar in scope and nature to those required by this RFP. These references must include, at a minimum: name of company or entity, contact person, address, email, and telephone number. References shall include the general description of the services and contract dates. Letters of commendation or recommendation may be included in this section.
Tab 4: REQUIRED SUBMITTAL FORMS: Proposers shall submit the required forms listed on the Vendor Questionnaire. Copies of support documentation such as licenses, resumes, or certifications may be provided here.

Evaluation Criteria
Proposals will be evaluated by an evaluation committee using criteria listed. The following chart includes the principal selection criteria, which will be considered during the evaluation process. The committee may short list no less than three Proposers, assuming that three proposals have been received, that it deems to best satisfy the selection criteria. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposers. The committee and/or the Walton County Board of County Commissioners may then conduct interviews and/or require oral presentations from the short-listed Proposers.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Project Organization** This criterion assesses how the proposer plans to organize and manage the project. The bidder must provide an organizational chart showing roles and responsibilities, ensuring adequate staffing to deliver the required services without subcontracting. The total number of personnel committed to the project must be clearly defined, demonstrating how they will meet the demands of the contract.	Points Based	10 *(10% of Total)*

2.	**Operational Plan** A. Proposers are evaluated on their ability to effectively manage and operate the concession services. The **operational plan** should detail: • A **marketing plan** for promoting beach equipment rentals • A **management plan and staffing schedule** ensuring proper coverage during all hours of operation, including during breaks, absences, and tardiness • **Maintenance and waste collection strategies** to maintain clean and orderly beach accesses • An **inclement weather and evacuation plan** for State of Emergency situations • **Timeline** indicating how quickly operations will commence after award • **Experience**—the number of years the firm has provided similar services • **Visuals**—photographs of the proposed beach equipment	Points Based	25 *(25% of Total)*
3.	**References** This criterion evaluates the proposer's past performance. Proposers must provide a minimum of three references from clients for whom they have delivered similar services. Each reference should include a contact name and telephone number to allow verification of the firm's performance and service quality.	Points Based	8 *(8% of Total)*
4.	**Financial Information** The financial stability of the proposing firm is crucial for long-term operations. Proposers must submit their most recent year-end financial statement. Additional financial documentation can be included to demonstrate the firm's stability and ability to meet the contract's financial obligations.	Points Based	10 *(10% of Total)*

5.	**Fee Proposal** Proposers are required to submit the total annual concession fee to be paid to the County annually. This section will be evaluated based on the annual fee proposed by the vendor for providing the concession services. See Exhibit C for a sample Fee Proposal Schedule.	Points Based	35 *(35% of Total)*
6.	**Equipment List and Rate Schedule** This section assesses the quality and appropriateness of the proposer's equipment and pricing structure. The proposer must submit: A list of equipment to be used for rentals A schedule of rental rates and charges for the initial contract year Photos or brochures of the equipment to support the evaluation	Points Based	10 *(10% of Total)*
7.	**Local Vendor Preference**	Points Based	2 *(2% of Total)*

Procurement Rules and Information

Contact Person
Jason Cutshaw
Purchasing Director
176 Montgomery Circle
DeFuniak Springs, FL, 32435
(850) 892-8176
email: jason.cutshaw@mywaltonfl.gov

All questions regarding this RFP should be directed to the County's e-Procurement Portal Question & Answer feature. Questions shall be submitted no later than 12:00 pm Thursday, November 28, 2024 . Questions submitted after that date and time will not be answered. **DIRECTING QUESTIONS TO ANY OTHER STAFF, AGENT, REPRESENTATIVE, OR EMPLOYEE OF THE COUNTY IS PROHIBITED AND WILL RESULT IN SUBMITTAL BEING DISQUALIFIED**. The Purchasing Director and County staff will review and answer questions. If applicable, answers citing the question(s) asked but not identifying the questioner will be published on the Walton County, Florida e-Procurement Portal. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the RFP or its amendments are binding, but any oral communications between you and us are not.

CALENDAR OF EVENTS

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the County finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in DeFuniak Springs, Florida.

Advertised:	November 14, 2024
Last Day for Questions:	November 28, 2024, 12:00pm

RFP Close Date:	December 5, 2024, 3:00pm Central Purchasing Department, 176 Montgomery Circle, DeFuniak Springs FL, 32435 or call in to 850.635.0655 EXT 261217
Review of Submittals:	December 6, 2024
Review Committee Ranking:	December 17, 2024, 1:30pm Central Purchasing Department, 176 Montgomery Circle, DeFuniak Springs FL, 32435 or call in to 850.635.0655 EXT 261217
Interviews (If Required):	December 17, 2024, 1:00pm
BCC Award:	January 14, 2025

Submission of Proposal

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of Proposer's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content.

RFP Opening

Proposals will be accepted until Thursday, December 5, 2024, no later than 3:00 pm, and will be opened immediately thereafter.

Proposals are due at the time and date specified. Proposals received late will not be considered and will be marked as LATE.

Proposal Evaluation

The County will assemble an evaluation committee to evaluate the proposals. The evaluation committee will evaluate and rank the most advantageous proposals and make a recommendation to the BCC. The evaluation of the proposals will be performed based on the criteria included in this RFP. Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the County through written addenda to this RFP. The County reserves the right to award the contract to the proposer submitting the best overall responsive proposal which offers the most advantageous opportunity to the County and is consistent with the evaluation criteria.

As part of the evaluation process, the County may conduct an investigation of references. Submission of a proposal in response to this RFP constitutes acknowledgment of the investigation process and consent to the County's investigation. The County is the sole judge in determining the Proposer's qualifications.

Insurance Requirements

The Proposer shall purchase and maintain through the contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, professional liability, including errors and omissions coverage if applicable, builder's risk, and other insurance as is appropriate for the project being performed hereunder by the Proposer, its employees, subcontractors, or agents. The amounts and types of workers compensation,

comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

Worker's Compensation

Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws, unless Proposer provides a current Florida Workers Compensation exemption certificate. In addition, the policy must include the following:

- Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.

Comprehensive General Liability

Coverage must include:

- $1,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage.
- Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- Additional Insured. The County is to be specifically included as an additional insured.
- Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.

Comprehensive Automobile Liability

Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- $300,000 combined single limit per accident for bodily injury and property damage.
- Owned Vehicles.
- Hired and Non-Owned Vehicles.
- Employee Non-Ownership.
- Additional Insured. County is to be specifically included as an additional insured.
- Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.

Professional Liability Coverage must include:

- Minimum limits of $1,000,000 per occurrence and in the aggregate for claims of malpractice, negligence, and errors and omissions.

- Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' prior notice of cancellation and/or restriction of coverage by changed exclusion.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the County with the executed contract. The Certificates of Insurance shall be filed with the County before this contract is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this contract and shall list the certificate holder as "Walton County Board of County Commissioners." All the policies of insurance so required of Proposer shall be endorsed to include as additional insured the County, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to contract expiration or termination, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration.

The purchase of any of the above-referenced insurance policies shall not release Proposer or any Surety created by this contract from any obligation, warranty, or guarantee provided in this contract.

The Insurance Company(ies) shall be authorized to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. Any risk of loss of completed work on the project, or work in progress on the project shall be borne by the Proposer through the date of contract expiration or termination.

Cost for Preparing Proposals

The County is not liable for any costs incurred by the Proposer in responding to this RFP, including those for oral presentations.

Disposal of Proposals

All proposals become the property of the County and will be a matter of record. The County shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of this proposal will not affect this right.

Rules for Withdrawal

Proposals may be modified or withdrawn prior to the submission deadline. Modifications and withdrawals shall be made via the County's e-Procurement Portal. To modify a proposal, log in to your vendor account at https://procurement.opengov.com/login, and go to your submitted proposal. Click on "Unsubmit Proposal", make the required changes, and submit the proposal again. To withdraw a proposal, log in to your vendor account at https://procurement.opengov.com/login, and go to your submitted proposal. Click on "Unsubmit Proposal".

Any submitted proposal shall remain valid for 60 days after the submission date, but the County at its sole discretion may release any proposal.

Rejection of Proposal

The County reserves the right to accept or reject any proposal as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all formalities, and reserves the right to reject all nonconforming, unresponsive proposals. The County reserves the right to reject the proposal of any Proposer if the County believes that it would not be in the best interest of the County to make an award to the Proposer, because the

proposal is not responsive or responsible, or the Proposer is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the County.

Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussion with any County employee. Only those communications from Proposers, which are signed and in writing, will be recognized by the County as duly authorized expressions on behalf of the Proposer. Any and all communication with County Commissioners or County staff other than the Office of Central Purchasing is prohibited during the time of the RFP advertising. Proposers directing questions or communications to anyone other than staff at the Office of Central Purchasing shall be disqualified.

Sales and Use Tax

The Proposer agrees that all applicable federal, state, and local sales and use taxes that are incurred by the Proposer are included in the stated proposal price for the project. The County is tax exempt from federal excise and state sales tax.

Public Entity Crimes

The Proposer must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3)(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Drug Free Workplace

The Proposer must complete the County's Drug Free Workplace Certification form, attached and made a part of the RFP. According to Walton County policy, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program.

Addendums

The County may issue addendums to modify the RFP as deemed appropriate. Addendums and clarification to this RFP will be posted online on the County's e-Procurement portal. The Addendum Acknowledgement shall be submitted via the County's e-Procurement portal with each Proposer's submittal responsive to this RFP.

Notices

Any notices to be given under a contract shall be given by United States Mail, addressed to the Proposer at its address stated therein, and to the County at its address stated therein. Additional notice may also be given by email in which case it shall be deemed that notice was provided on the date said email was received. The party providing notice by email shall confirm that the email was received by the other party.

Protest

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such decision. Written notice of intent to file a protest must be submitted to the Purchasing Director or Chief Financial Officer within twenty – four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to the Purchasing Director or Chief Financial Officer within ten calendar days after filing written notice of intent. Each written protest must be accompanied by a protest bond in the form of a certified check, cashier's check, or money order made payable to the Walton County Board of County Commissioners, in an amount equal to 1% of the protestor's proposal received by the County, but in no case less than $500.00. The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

Blackout Period

The period between the beginning of the advertisement for the Request for Proposals, Request for Qualifications, Invitation to Bid, or any other competitive solicitation and the contract award, or any resulting bid protest is resolved, or the solicitation is otherwise canceled is referred to as the Blackout Period. During the Blackout Period, any communication regarding the aforementioned solicitations is prohibited between the Proposer (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the County including the County's architect, engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than Purchasing Division staff. Each competitive solicitation shall provide notice of the Blackout Period.

Exceptions to the Blackout Period

The Blackout Period shall not apply to:

A. Communications at any public proceeding or meeting, including pre-proposal conferences, selection committee presentations, or pre-award meetings.

B. Communications during contract negotiations between designated County employees and the intended contract awardee.

C. Communication with the Proposer initiated by a Purchasing Division employee following the opening of the solicitation submittals to clarify the Proposer's bid, proposal or intended scope of services.

D. Communication following the filing of a protest between the protesting party and the Purchasing Division, County Administrator's Office, and County Attorney's Office, during the dispute resolution process.

E. Purchases exempt from competitive selection, sole source procurements, single source procurements, and emergency procurements, as defined in Walton County Purchasing Policy and Procedure manual.

F. Communications with existing Concessionaires in the performance of existing contracts.

Indemnifications

The Concessionaire shall indemnify and save harmless the County, its officers, agents and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to, charges of engineers, attorneys, and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any person, including employees of the Concessionaire or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) the Concessionaire or any subcontractor or supplier of the Concessionaire's negligent performance or non-performance of the project; (b) noncompliance with federal, state, and local laws and regulations by Concessionaire, or any subcontractor of Concessionaire; or (c) the failure of Concessionaire or any subcontractor of Concessionaire to obtain or renew the insurance coverage's required by the Contract Documents. The provisions of this indemnification agreement shall include all claims made, whether or not caused in part, by any act or omission of the County, its respective officers, agents, or employees, provided the Concessionaire shall not be required to indemnify the County for the County's own negligence.

Public Access

A request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, it shall immediately notify the Concessionaire of the request, and the Concessionaire must provide the records to the County or allow the records to be inspected or copied within a reasonable time (§119.0701(3)). If the Concessionaire fails to provide the public records within a reasonable time, the Concessionaire may be subject to penalties under §119.10, F.S.

The Concessionaire shall comply with the requirements of Florida's Public Records law in accordance with Section 119.0701, Florida Statutes, the Concessionaire shall (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency 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 under Florida's Public Records law or as otherwise provided by law; (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 for the duration of the contract term and following completion of this contract if the Concessionaire does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Concessionaire or keep and maintain public records required by the public agency to perform the service. If the Concessionaire transfers all public records to the public agency upon completion of the contract, the Concessionaire shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Concessionaire keeps and maintains public records upon completion of this contract, the Concessionaire shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONCESSIONAIRE SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Genara Roop, Records Management Liaison Officer
161 E. Sloss Avenue
DeFuniak Springs, Florida 32433
850-892-8110
publicrecords@co.walton.fl.us

Representation

The Proposer represents to the County that:

A. The Proposer is properly certified and licensed, is solvent financially, and is experienced in and competent to complete this RFP's Scope of Work.

B. The Proposer is familiar with all federal, state, local, or other regulatory laws, ordinances, and regulations, which in any manner whatsoever, may affect the performance of the project or service requested.

Unauthorized Aliens

The County prohibits contracting with Concessionaires that knowingly utilize services of unauthorized aliens in the performance of contracts for goods or services with the County. Proposers shall complete and submit the attached Unauthorized Aliens Form with their proposals.

Identical Tie Proposals

In the event of a tie between identical proposals responsive to this RFP, the County shall make the final determination of the award.

E-Verify

The Concessionaire shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed by the Concessionaire during the term of any contract resulting from award of this RFP to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Concessionaire to perform work pursuant to the contract.

Lobbying Prohibition

No funds received pursuant to this contract may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347 Florida Statutes.

Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting

Pursuant to §287.05701, Florida Statutes, the County may not request documentation of or consider a Concessionaire's social, political, or ideological interests when determining if the Concessionaire is a responsible Concessionaire. Further, the County may not give preference to a Concessionaire based on the Concessionaire's social, political, or ideological interests.

Contents of RFP

This section contains instruction regarding the format of the proposals that are to be submitted.

Contact for Contract Administration

Proposers shall return the Contact for Contract Administration Form. This shall be the Proposer's representative for the day-to-day activities of this contract. The signer shall have the authority to bind the Proposer to the submitted proposal.

Forms

It is MANDATORY that Proposers shall submit the required forms listed on the Vendor Questionnaire.

Term of Contract

The term of this contract will be for two (2) years, commencing on March 1, 2025. The County reserves the right, at its sole discretion, to renew the contract for up to two (2) additional one-year terms.

Please note that if the multiple zone option is selected, the County may award contracts to different vendors for each zone.

Additionally, the County retains the right to terminate this contract at any time, with or without cause, and with or without prior notice, if it is determined to be in the County's best interest.

Award of Contract

The County will award this RFP to the MOST responsible, responsive Proposer(s) with the best cumulative score that meets the County's needs. The County reserves the right to award all designated regional and neighborhood beach accesses to one Proposer or award individual zones to different Proposers on a zone-by-zone basis. In the event the Proposer(s) with the best cumulative score is found to be non-responsive, the County may proceed to the responsible, responsive Proposer with the next best cumulative score and continue the award process.

Vendor Questionnaire

Proposal Submittal*

Upload your RFP response in accordance with Submittal Requirements.

*Response required

Proposal Fee Schedule *

*Response required

How will your company organize personnel to meet the requirements of this RFP? Please include an organizational chart detailing roles and responsibilities and provide the total number of staff you will assign to this project.*

*Response required

What is your marketing strategy to promote the beach equipment rentals? Can you provide a detailed management plan, including how you will handle staff breaks, absences, or tardiness to ensure uninterrupted service? What are your maintenance and waste collection procedures to keep the beach accesses clean?*

*Response required

How soon can you begin operations after contract award?*

*Response required

How many years of experience does your firm have in delivering similar services?*

*Response required

Please provide three references from previous or current clients who can verify your firm's ability to manage similar concession services. Include the name, phone number, and role of each reference.*
*Response required

Can you provide a copy of your firm's most recent year-end financial statement and any other financial information that demonstrates your stability and ability to sustain operations under this contract?*
*Response required

Please provide a list of equipment you will use for rentals, along with a schedule of rates and charges for the first year of the contract.*
*Response required

Information Sheet For Transactions and Conveyances / Corporate Identification
The following information will be provided to the Office of the County Attorney for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Was this entity created in the State of Florida?*
☐ Yes
☐ No
*Response required

When equals "No"
In what State was it created?*
*Response required

When equals "No"
Name as spelled in that State:*
*Response required

What kind of entity is it?*
☐ "For Profit"
☐ "Not for Profit"
*Response required

Is the entity in good standing?*
☐ Yes
☐ No
*Response required

Is the entity authorized to transact business in Florida?*
☐ Yes
☐ No
*Response required

Florida Department of State Certificate of Authority Document Number*
*Response required

Does it use a registered fictitious name?*
☐ Yes

☐ No
*Response required

Name of Officers:*

- President
- Vice President
- Secretary
- Treasurer
- Director
- Other

*Response required

Name of entity (as used in Florida)*

Spelled exactly as it is registered with the state or federal government.
*Response required

Principal Address*

Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land.
*Response required

FEI/EIN Number*

For all instruments to be recorded, taxpayer's identification is needed.
*Response required

Name and Title of individual who will sign the instrument on behalf of the entity.*

(Upon issuance of the Notice of Award, contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Central Purchasing)

(Spelled exactly as it would appear on the instrument)

*Response required

Vendor Certifications and Forms

Drug-Free Workplace Certification*

Identical tie bids: preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied Consultants have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

C. **Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #A.**

D. **In the statement specified in paragraph #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 pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**

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

F. **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 requirements.

☐ Please confirm

*Response required

Contact for Contract Administration*

Please provide the following information for the contact:

- Name
- Title
- Company Name
- Address
- Telephone Numbers
- Fax Number
- Email

*Response required

Public Entity Crimes*

Please download the below documents, complete, and upload.

- PUBLIC_ENTITY_CRIMES.docx

*Response required

Unauthorized Aliens*

Please download the below documents, complete, and upload.

- Unauthorized_Aliens.pdf

*Response required

Proof of Registration with State of Florida Division of Corporations (Sunbiz.org) *

*Response required

Local Preference Application

I hereby certify under penalty of perjury that my business qualifies as a local vendor/contractor in accordance with Walton County Purchasing Policies and Procedures, Procedure No: PP-017. *

☐ My business maintains its principal place of business within Walton County; OR

☐ My business has maintained a permanent place or places of business within Walton County and has employed people who live in Walton County on a regular and continuing basis for at least six (6) months prior to the advertising of this Request for Proposal.

☐ My business does not qualify as a local vendor/contractor under the Walton County Purchasing Policies and Procedures, Procedure No: PP017. Therefore, we are not claiming a local preference.

*Response required

Conflict of Interest Disclosure

For purposes of determining any possible conflict of interest, all Consultants must disclose if any Walton County employee(s), elected official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “YES” (a County employee, elected official, or agency is also associated with your business), or “NO”.*

☐ Yes

☐ No

*Response required

When equals "Yes"

Give person(s) name(s) and position(s) with your business.*

*Response required

ITEM # 2025-806

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

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

FROM: Tamara Leigh Young, Public Information Director

DATE: July 2, 2025

SUBJECT: Transient Boat Slips Signage Discussion

I. BACKGROUND: To ensure consistency for residents and tourists, staff is proposing the design and approval of signage for public/transient boat slip docking.

II. DISCUSSION: Staff drafted the attached proposed signage for the Council's consideration. It is further recommended that the Land Development Code be amended to include the requirements for uniform transient slip signage.

A. Link to Strategic Goals / Objectives: II. Enhanced Quality of Life and Safety for families

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 direct the City Manager and City Attorney to bring back a proposed amendment to the Land Development Code for uniform signage for public transient slips.

Attachments:

1. Public Transient Slip sign

NOTICE

PUBLIC TRANSIENT SLIP

NO OVERNIGHT DOCKING

ITEM # 2025-808

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Rey Bailey, City Clerk

DATE: July 1, 2025

SUBJECT: Appointment of Council Representatives to Various Local and Regional Committees and Boards

I. BACKGROUND: The City of Destin is represented on several local and regional committees by members of the city council. Following last year's election, the newly seated council appointed representatives to serve on the following committees:

- Economic Development Council Policy Board
  - Primary: Councilmember Schmidt
  - Alternate: Councilmember Hebert
- Northwest Florida League of Cities (NWFLC)
  - Primary: Councilmember Hebert
  - Alternate: Councilmember Trammell
- Okaloosa-Walton TPO
  - Primary: Mayor Wagner
  - Alternate: Councilmember Hebert
- Okaloosa County League of Cities (OCLOC)
  - Primary: Mayor Wagner
  - Alternate: Councilmember Hebert
- Okaloosa County Public Library Cooperative
  - Primary: Councilmember Braden
  - Alternate: Councilmember Trammell
- Okaloosa County Tourist Development Council (TDC)
  - Primary: Councilmember Schmidt
  - Alternate: Councilmember Hebert

- Okaloosa County Public Transit Cooperative Board
  - Primary - Mayor Wagner

- Walton/Okaloosa/Santa Rosa Regional Utility Authority (RUA)
    - Primary: Councilmember Destin

- Emerald Coast Regional Council (ECRC)
    - Primary: Councilmember Bagby

II. DISCUSSION: City Council participation in area-wide committees is essential for ensuring Destin's interests are heard and considered in regional decisions. If a primary representative is unable to attend due to scheduling conflicts, emergencies, or illness, the city's voice may go unheard on important matters. Appointing an alternate ensures uninterrupted representation and engagement in all committee discussions and votes. The City Council is encouraged to designate alternates to each of the following committees.

Okaloosa County Public Transit Cooperative was formed under a memorandum of agreement between Okaloosa County and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, Cinco Bayou, Laurel Hill, Valparaiso, and Shalimar. It is the express purpose of the agreement to provide for the coordination of fixed route transit service throughout the legal service area of the Cooperative and to formulate and implement consistent plans, programs, policies, and procedures in the operation, maintenance, and development of transit service throughout the legal service areas of the participating entities. Public meetings of the Okaloosa Transit Cooperative (Co-op) are usually held at 9:30 a.m. on the fourth Thursday of every other month in the Okaloosa County Commission Chambers located at 1250 N. Eglin Parkway, Shalimar, Fla.

Walton/Okaloosa/Santa Rosa Regional Utility Authority (RUA) was formed under an interlocal agreement between three counties and their member cities to examine water supply planning for the area. Created in 1999, the RUA addresses water supply needs and protects water resources on a regional level through long-term planning, financial assistance for alternate water supply development, and collaboration with other entities. The RUA focuses on ensuring a safe and reliable supply of water resources for the region. Their mission centers on providing adequate and affordable water, managing wastewater, and safeguarding the environmental future of the region. Meetings are typically called as needed without a regular schedule.

Emerald Coast Regional Council (ECRC). The mission of ECRC is to preserve and enhance the quality of life in Northwest Florida by providing professional technical assistance, planning, coordinating, and advisory services to local governments, state and federal agencies, and the public. It supports Northwest Florida by planning for and coordinating intergovernmental solutions to growth-related problems, providing technical assistance to local governments, and meeting the needs of the municipalities in seven-county regions: Escambia, Santa Rosa, Okaloosa, Walton, Bay, Washington, and Holmes.

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: Appointing alternate representatives to these committees is a prudent,

proactive measure that will strengthen Destin's regional influence, ensure reliability in representation, and support better governance.

IV. RECOMMENDED MOTION:

I move to appoint _____ as an alternate council representative to the Okaloosa County Public Transit Cooperative

I move to appoint _____ as an alternate council representative to the Walton/Okaloosa/Santa Rosa Regional Utility Authority

I move to appoint _____ as an alternate council representative to the Emerald Coast Regional Council (ECRC)

Attachments:

None

MINUTES
TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
MAY 21, 2025 - 5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS

1. CALL TO ORDER:

Chairman Wernet called the meeting to order at 5:30 PM on Wednesday, May 21, 2025, at the Destin City Hall Annex Council Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	**Staff Present**
Lockwood Wernet	Kim Montgomery Deputy Clerk
Margie Avery	Daniel Butler Principal Planner
Kyle Davis	David Prichard CD Director
Preston Green	Jesse Hernandez Planner
Iris Bethea	Kyle Bauman Sp. Projects Counsel
Corlene Ziegler	

3. AGENDA APPROVAL:

Motion by Chairman Wernet, seconded by Committee member Davis to approve the agenda with no changes, passed 5-0.

4. MINUTES FOR APPROVAL:

- **March 19, 2025**

Motion by Chairman Wernet to approve the March 19, 2025 minutes as corrected, with Vice Chair Avery providing the second. The motion passed 6-0.

- **April 16, 2025 Minutes**

Motion by Committee member Green to approve the minutes of the April 16, 2025 as written with Committee member Avery providing the second. The motion passed 6-0.

5. CURRENT BUSINESS:

6. Development and City Projects - Update Daniel Butler

Mr. Butler provided a brief summary of the upcoming projects that are currently under review in the district.

- Cross Town Connector – FLUM and Rezoning of the two parcels for stormwater management is going before the Local Planning Agency on June 5th and then on to City Council on June 16, 2025 for first reading and July 7th for the second reading and adoption. Additionally, the bid is out for Ph. 1 of the stormwater portion of the project.
- Alvin's Island is still under review.

- Grace Lutheran Church resubmittal was received and is currently under TRC review.

7. MEMBER COMMENTS:

➢ **Committee member Davis – Work Plan for Mattie Kelly Blvd. Connection**

Objective: Connect North and South Maddie Kelly Blvd (0.06 miles) to enhance connectivity.

- Identified as NC5 in the CRA Master Plan under Strategic Goal #5.
- The segment lies between The Charles Apartments and Big Kahuna's.
- The area has high potential due to the surrounding vacant land, offices, and apartments.
    - Benefits include:
        - Reduced traffic congestion on Airport Rd and Hwy 98
        - Enhanced local access and economic opportunity
        - Improved connectivity

Motion by Committee member Green to approve the work plan to connect the roadway of N. Mattie Kelly Blvd. to S. Mattie Kelly Blvd., as presented by Committee member Davis and outlined in the Town Center CRA Master Plan and forward it to the CRA for their consideration. Committee member Avery provided the second. In discussion, a question was posed if the power company would allow the easement to be paved for the connection Chairman Wernet stated it was understood that they would, as long as there was not any disruption in the power distribution. Having no more discussion, Chairman Wernet called for the vote, **the motion passed with a unanimous vote of 6-0.**

➢ **Committee member Green – Capt. Jewel Melvin Park Improvements**

Committee member Green presented his work plan initiative to improve the Capt. Jewel Melvin Park by:

- Obtaining an easement from Twin Lakes
- Clearing the underbrush to improve the view of the water
- Opening up access to the water for fishing with a possible pier
- Shore up the edges of the lake where there's evidence of fishing from the bank for safety purposes
- Installing pavilion and picnic tables
- Install small-scale playground equipment.
- Install trash cans

Motion by Chairman Wernet, seconded by Vice Chair Avery for Committee member Green to further pursue developing this plan and encouraged him to work with the Planning department on the Linear Pathway plans and study how they would fit in with this work

plan. The motion passed 6-0.

There was a brief discussion about possibly having a workshop on the subject, but it was determined that it would be best to continue working on their work plans at their regular scheduled meeting date. It was also discussed and agreed upon that once this work plan is better established, to invite the Twin Lakes HOA in for discussions on potential improvements to the park.

8. ADJOURNMENT:

Having no further discussions, the meeting was adjourned at 6:30 PM.

Adopted and approved _____ day of _____2025.

_____ _____

Lockwood Wernet Chairman Kim Montgomery Deputy City Clerk

LOCAL PLANNING AGENCY MEETING MINUTES
MAY 15, 2025 - 5:30 P.M.
DESTIN CITY HALL ANNEX CHAMBERS

1. CALL TO ORDER & PLEDGE OF ALLEGIENCE:

Deputy Community Development Director Steve o'Connor called the Local Planning Agency meeting to order on Thursday, May 15, 2025, at 5:30 p.m., in the Destin City Annex Chambers; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	Members Absent	Staff Members Present
Ken Wampler	James T. Wood, Jr.	Kimberly Montgomery Deputy City Clerk
Marcie Bell	Todd Buhr	Daniel Butler Principal Planner
Jay Purut	Tammy Weidenhamer	Jesse Hernandez Planner
Bree Uptigrove		Steve o'Connor, Deputy CD Director
		David Prichard, Community Dev. Director
		Kim Kopp City Attorney via phone

3. Interim Chairman:

Committee member Bell nominated Agency member Ken Wampler as the interim Chairman with Agency member Purut providing the second. The motion passed unanimously.

4. AGENDA MINUTES:

3/6/2025
3/20/2025
4/3/2025

Motion to approve the minutes of the March 6, 2025, March 20, 2025 and April 3, 2025 as written with no changes or additions by Agency member Bell with Agency member Purut providing the second, the motion passed unanimously.

4. NEW BUSINESS:

A. Ordinance 24-17-CC – Property Maintenance Code

The Building Official, Mrs. Noell Bell stated that she removed Chapters 4 through 7, which because of redundancy and are now referenced. Additionally, some language was added to Section 302.3 under Exterior Property Areas: "Landscape Maintenance" language. Clarification was provided on unsafe structures. While the specifics of Chapters 4–7 (e.g., light, ventilation,

plumbing, mechanical, and electrical requirements) are excluded, they are still referenced in the Florida Building Codes and the Land Development Code.

Agency Bell spoke of concern she has for the language removed and spoke of instances where property owners, specifically townhome owners, who remodel the entire inside of without pulling any permits therefore no inspections are performed. It was emphasized that interior issues remain enforceable under building and maintenance codes, even if not stated in the ordinance. A brief discussion followed regarding enforcement challenges related to unauthorized interior renovations in multi-unit structures, such as townhomes, if the work is never reported while it is being renovated. The members acknowledged these concerns, and staff reinforced the role of complaint-based inspections.

Motion by Agency member Bell, seconded by Interim Chairman Wampler to recommend City Council approve Ordinance 24-17-CC - Property Maintenance Code. The motion passed 5-0.

B. Ordinance 25-08-LC – Adoption of Mobility Fees

Mr. o'Connor explained to the members how this ordinance has already been to Council and approved for first reading. Additionally, this ordinance proposes replacing the current transportation impact fees with mobility fees as outlined in the previously adopted Mobility Plan. The new fees reflect updated cost structures after 15+ years without changes, and the funds will be usable citywide for eligible projects including pedestrian, bicycle, and multimodal infrastructure, and this represents a shift from the limited-use zone-specific model to a more flexible network-wide approach.

Motion by Agency member Wampler, seconded by Agency member Bell to recommend City Council approve ordinance 25-08-LC, the motion passed 3-0, with Agency member Bell abstaining from the vote due to a personal gain/loss.

C. Ordinance 25-10-LC – Revising Rear Setbacks for Townhomes within the High Density Residential (HDR) zoning district.

Mr. Butler explained how this is a staff initiated ordinance which proposes to revise the rear setbacks for townhomes, specifically within the High Density Residential Zoning District from 10 feet to 5 feet for buildings that have a building height of 35 feet or less. He then provided the Agency members with an example how if a lot fronts the harbor, the rear setback is zero and if a lot fronts the Choctawhatchee Bay, they will have to comply with the Shoreline Protection Zone, which is 50 foot for any kind of principal structure, and allowing accessory structures within that area, not to constitute more than 40%. Therefore, all lots that do not front any kind of water body, there would be a rear property line setback of 10 feet across the board, for any building

having 35 feet or less. Additionally, staff is proposing for the rear setback to be reduced to five feet, because over the years, there have been properties that have either illegally built extensions or structures within their rear setback to five feet, and some others have been erroneously approved by staff between the years 2015 to 2017. Therefore, staff is trying to eliminate these nonconforming structures within the city and make them as equitable as possible.

Motion to recommend City Council adopt Ordinance 25-10-LC was made by Interim Chairman Wampler with Agency member Bell providing the second. The motion passed with a unanimous vote of 4-0.

- **Land Develop Code, Chapter 8 Discussion**

Staff provided an update and collected consensus on multiple points from the December 3rd City Council workshop:

- **Wind Devices:**

The members discussed several different options to allow certain events. For the initial 90-days before and 10 days after Agency member Uptigrove pointed out that could potentially be the entire summer and is entirely too long. Seven days before and 3 days, day of event, three days before and three days after, and day of and one day after an event and ultimately the decision was to allow them day of the event and then they be removed.

- **Sign Height:**

Staff and board agreed to retain the simple 8 ft max height without variable height percentages.

- **Vehicle Signage:**

Clarified that affixed and flush signage is acceptable with mobile billboards and protruding signage remain prohibited.

- **Digital Signage:**

Consensus to retain the 7-year amortization period, as initially recommended by LPA. Institutional zoning districts (e.g., churches, schools) are exempt and may retain digital signage.

- **Flags:**

Currently, flags are exempt and not prohibited. However, they will be counted toward total commercial signage allowances, if they're used to advertise commercial speech. Staff clarified distinction between political/non-commercial and commercial content when used as a part of their signage.

No formal motion is required. Staff will incorporate recommendations into the final ordinance draft for Council review.

6. PUBLIC COMMENTS: None

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:30 p.m.

Adopted and approved this _____ day of _____ 2025.

_____ _____

Kim Montgomery, Deputy City Clerk

MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL ANNEX
MAY 22, 2025 - 5:30 P.M.

1. CALL TO ORDER:

Chairman Green called the meeting of the Thursday, May 22, 2025 Destin Harbor and Waterways Board meeting to at approximately 5:30 p.m., at Destin City Hall Annex, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:	**Members Absent**	**Staff:**
Jim Green	Guy Tadlock	Kim Montgomery Deputy City Clerk
John Stephens	Bill McKissick	Steve o'Connor Deputy CD Director
Jerod Hayden		Ashley Dominguez Planner
Ryan Holloway		Kim Kopp City Attorney

3. AGENDA APPROVAL:

With no changes needed for the agenda, the chairman called for the approval and the members all agreed.

4. NEW BUSINESS:

- **4144 Belcourt Dr, Residential Marine Construction, HWB-001565-2025**

Ms. Ashley Dominguez Planner for the city explained to the members the details of the request, which is also reflected in their staff report, for a new single-family dock, covered boat slip, two catwalks, and two platforms. These are the existing conditions that the contractor provided, and currently there is nothing there. The proposed scope is a total square footage of approximately 912 square feet for the proposed project consisting of a 64 linear feet dock with the total slip density of two slips. The proposed project meets the requirements of the Coastal Management Element of the Comprehensive Plan and links to the strategic goals and objectives of enhancing quality of life and safety for families. There is no anticipated effect on the budget and staff recommends the Harbor Waterways Board's approval of the marine construction project proposed at this address with the following conditions: All applicable federal and state approvals need to be submitted with the marine construction permit and all regulations of the city's marina siting must be adhered to and followed at all times.

Vice Chair Stephens questioned staff if the pilings are existing or newly installed.

According to Ms. Dominguez they were there already in place. Additionally, she informed the Board that the applicant did receive a stop work on the project to apply to the Harbor & Waterways Board and the permitting process for the project.

Vice Chair Stephens questioned if there were any grass beds in the area that may be affected by the project. Ms. Dominguez referred Vice Chair Stephens to the FDEP permit has the information in the permit regarding the presence of any sea grasses.

Motion by Vice Chair Stephens seconded by Board member Hayden, the Board voted 4-0 to recommend the Harbor and Waterways Board recommends to the City Council approval of the request for marine construction at 4144 Belcourt Dr, Residential Marine Construction, HWB-001565-2025at 4144 Belcourt Dr, for the construction of a new single-family residential dock and a covered boat slip, with the following conditions:

1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and

2. All regulations of the City's Marina Siting LDC Section 11.05.00 shall be adhered to and followed at all times.

- **724 Harbor Blvd, Commercial Marine Construction, HWB-001582-2025**

Ms. Dominguez explained how the applicant is seeking a recommendation from the Harbor and Waterways Board and subsequent approval from City Council for the installation and reconfiguration of an existing 6-slip multi-family Commercial Marine Construction Project located at 724 Harbor Blvd. Additionally, the applicant has provided proof of submittal from the Florida Department of Environmental Protection (FDEP) and proof of Army Corps Submittal, Permit Application No. SAJ-2023-00893. City Staff has reviewed the application and determined that the project complies with LDC Section 11.05.00, Marina Siting, and the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.6), and staff recommends approval with conditions as outlined in the staff report.

Chairman Green asked staff if they had any response from the adjacent property owners regarding this project. According to Ms. Dominguez, staff sent the letters out on May 1st and have not received any response.

There were additional questions regarding slip use and if lifts were going to be installed into each slip. Mr. Simmons explained that they're requesting to construct the six slips for residential use only and they may or may not install lifts in all six, so they went ahead and requested all six of them with this submittal.

Motion by Chairman Green, seconded by Vice Chair Stephens, the motion passed with a unanimous vote of 4-0 for the Harbor and Waterways Board to recommend City

Council approval of the Proposed Commercial Marine Construction Project at 724 Harbor Blvd, for the reconfiguration of an existing multifamily commercial dock, with the following conditions:

1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and
2. All regulations of the City's Marina Siting LDC Section 11.05.00 shall be adhered to and followed at all times.

- **Ordinance 25-05-CC - Relating to livery vessels; amending Article VIII "Registration of Livery Vessels"; amending provisions related to transferability of permits; providing for additional required training and safety measures.**

The City Attorney read the ordinance title into the record and provided a summary explanation of its purpose and provisions:

Purpose and Scope:

The ordinance is designed to implement required safety standards and administrative controls for livery vessel operations within the City of Destin. It achieves two primary objectives:

1. Aligning Safety Measures with Okaloosa County:
    - Introduces mandatory employee training requirements for livery vessel operators and staff.
    - Establishes standardized safety expectations for rental customers, particularly those operating motorized vessels.
    - Implements the bracelet system currently used by the County to monitor and verify operator eligibility and safety compliance.
2. Transferability and Cap on Livery Vessel Permits:
    - Establishes a firm cap of 490 permits, which includes:
        - All livery vessels permitted since the implementation of the moratorium,
        - Plus 11 additional vessels designated as yachts (not for rental).
    - Codifies the principle that each permit is tied to a specific, actively registered vessel:
        - The permit attaches to a vessel's unexpired Florida registration number.
        - The permit is not transferable apart from the vessel.

- **Permit Forfeiture Timeline:**

- Initially, permits were to be forfeited after 180 days of inactivity or failure to register a vessel with the city.

- Council determined that 180 days was excessive and amended this to 60 days.
- The revised provision now states that if the designated vessel is not registered or used for 60 consecutive days, and the business fails to notify the City, the permit is automatically forfeited and returned to the City of Destin for reassignment.

Chapter 13-148(D) – updated to reflect the new 60-day abandonment clause.

- Permits may only be transferred when the associated vessel is sold to a new owner.
- The new owner must provide notice to the city within 10 days of the transfer.
- If no notice is received, the permit is revoked and reverts to the city.
- Additional restriction added:
    - Once a permit has been transferred with a vessel sale, it cannot be transferred again for a period of two years.

Chapter 13-148(C) – now includes the clause:
"Further, such permit may not be fully transferred or assigned again within a two-year period from the date of that notification."

This was added at Council's request to ensure permit stability and avoid speculative or rapid reselling of permits.

- Concerns addressed by the board members: Avoiding inflated boat prices due to bundled permits.
- A valuation limit for vessel transfers was discussed:
    - Sale price must not exceed NADA value +10%.
- Clarification on Abandonment: Does not apply if business notifies city in good faith (e.g., replacing a boat).
    - Allow unassigned permits one year post-ordinance adoption to be attached to a vessel.
    - Establish annual lottery system for any returned permits, including alternate winners list.
    - Lottery winners have 90 days to meet compliance requirements or registration goes to alternates.

Motion by Chairman Green, seconded by Board member Holloway for the Harbor and Waterways Board recommends that when registered vessels with attached livery permits are sold, the sale price of the vessel shall not exceed the NADA Guide value plus 10%, to avoid artificial inflation of sales of registered vessels s based on permit value, the motion passed with a unanimous vote of 4-0.

In regards to medallions that don't get registered or assigned, in 13-148 (C) discussion, making the assigned vessels have one year to get registered, **Motion by Chairman Stephens, seconded by Chairman Green for the Harbor and Waterways Board recommends that any livery vessel registrations that are not assigned to an active vessel as of the date of adoption of the ordinance shall be given a one (1) year grace period to assign the registration to a vessel, after which the unassigned registration shall be forfeited to the City.**

5. MEMBER COMMENTS:

- ❖ **Committee member Stephens - Oyster Gardening & Water Quality Initiatives**

- Presented to Harbor CRA: approved with a condition to maintain a 3-foot buffer from seagrass beds.

- Presented to Okaloosa County Coastal Resources: supportive; potential for cost-sharing or engineering assistance.
    - Estimated potential cost: up to $60,000 depending on reef type and height.
    - Harbor CRA members suggested adding another breakwater to form an "L" shape, which was included in the updated plan.
        - Next presentations to the Parks & Rec Board
            - Followed by guidance on how to proceed toward Council since the project proponent is not city staff.

- **Pump-Out Stations & Water Quality Discussion:**

    - Monica Wallace Destin Water Users presented the following data:
        - Fecal coliforms, CBOD, enterococci — generally no alarming trends in reclaimed water and ambient monitoring data.
        - Outlier readings are likely tied to wildlife or storm events.
    - **Pump out materials:**
        - The plant is not equipped to handle concentrated boat waste.
        - Boat waste is classified as septic waste, typically requiring special treatment.
        - No current DWU-permitted marine pump-outs in Destin Harbor — unsure of existing plumbing setups at some sites such as Joe's Bayou, Harborwalk.
        - Preferred approach: smaller holding tanks regularly pumped out and hauled to Okaloosa County's permitted facility.
        - For future mooring fields, further data collection is needed to assess feasibility.
    - **Board generally agreed:**
        - Too many unknown variables for DWU to safely accept into the sewer system.
        - Private pump truck haul-off is still best practice until further data is available.
        - Suggested that more water quality sampling might be helpful.

❖ **Committee member Green – Norriego Point**

Chairman Green mentioned how he has concerns regarding the harborside of the point where the erosion control pads were installed and how he feels there needs to be signage installed warning boaters of their location because they will eventually be covered in sand.

Motion by Chairman Green, seconded by Board member Holloway to recommend the Harbor and Waterways Board recommends that City Council authorize installation of signage at Noriego Point to warn boaters of potential underwater hazards and erosion control structures, for public safety and protection of vessels.

10. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 7:30 p.m.

Adopted and approved this _____ day of _____ 2025.

_____ _____

Jim Green, Chairman Kim Montgomery, Deputy City Clerk

BOARD OF ADJUSTMENT
DESTIN CITY HALL ANNEX CHAMBERS
WEDNESDAY, JUNE 4, 2025
5:30 P.M.

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, June 4, 2025, at Destin City Hall Annex Chambers.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present:	**Absent:**	**Staff Present:**
Tom Weidenhamer	James Moomaw	Kim Montgomery, Deputy City Clerk
Chatham Morgan		Daniel Butler Principal Planner
Lance Johnson		Kim Kopp City Attorney
Matthew Sweetser		

4. AGENDA APPROVAL:

Motion to approve the agenda as presented passed 4-0.

5. APPROVAL OF MINUTES: February 5, 2025 Meeting Minutes

Motion to approve the February 5, 2025 minutes as written was made by Board member Johnson with Chairman Weidenhamer providing the second. Motion passed 5-0.

6. NEW BUSINESS:

- **BOA-0011595-2025 – Norriego Park Sign Variance Request-10 Gulf Shore Drive**

Mr. Butler explained the City of Destin is seeking relief from Land Development Code (LDC) Section 16.04.A.3, which requires a ground sign to have a minimum setback of 10' from all property lines. The City is proposing to install the ground sign approximately two (2) feet from the property line. Both the city and the county are wanting to push the sign as close as possible to the property line and are requesting the Variance for the location of the sign because of the existing dunes and associated vegetation. The required location, per code, would pose a challenge for the sign being installed and staff does not want to cause any impacts to the dune or the vegetation that is present.

Motion by Board member Johnson seconded by Chairman Weidenhamer. Chairman Weidenhamer opened the hearing to the public for comment, with no public present, he closed the public and called for the vote, the motion passed 4-0.

7. ADJOURNMENT:

There being no further business the meeting was adjourned at 5:45 p.m.

Adopted and approved this _____ day of _____ 2025.

_____ _____

Tom Weidenhamer, Chairman Kim Montgomery, Deputy City Clerk

LOCAL PLANNING AGENCY MEETING MINUTES
JUNE 5, 2025 - 5:30 P.M.
DESTIN CITY HALL ANNEX CHAMBERS

1. CALL TO ORDER & PLEDGE OF ALLEGIENCE:

Chairman Wood called the Local Planning Agency meeting to order on Thursday, June 5, 2025, at 5:30 p.m., in the Destin City Annex Chambers; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	Members Absent	Staff Members Present
James T. Wood, Jr.	Bree Uptigrove	Kimberly Montgomery Deputy City Clerk
Marcie Bell	Todd Buhr	Daniel Butler Principal Planner
Jay Purut		Jesse Hernandez Planner
Ken Wampler		Kimberly Kopp, City Attorney
Tammy Weidenhamer		

3. AGENDA APPROVAL:

Motion by Agency member Wampler, seconded by Agency member Bell to approve the agenda with no changes. The motion passed unanimously

4. MINUTES: MARCH 15, 2025

Motion to approve the minutes of the March 15, 2025, as written with no changes or additions by Agency member Wampler with Agency member Bell providing the second, the motion passed unanimously.

4. NEW BUSINESS:

A. Proposed Ordinance 25-03-PC Future Land Use Map (FLUM) Amendment from Medium Density Residential-Village (MDR-V) to Recreation (REC)

B. Proposed Ordinance 25-04-LC Rezone from Medium Density Residential - Village (MDR-V) to Recreation (REC)

Principal Planner Daniel Butler explained to the member the reasoning for these two Ordinance, which go hand in hand, is to update the FLUM Map and the rezoning of the city owned property from is previous zone of Medium Density Residential-Village (MDR-V) to Recreation (REC) in order to prevent any development from ever happening. Additionally, this property is strictly for purposes of the installation of the necessary stormwater retention and a roadway and

nothing more. He pointed out that because this property will be adjacent to a roadway, also known as the Cross Town Connector, there will never be any intention to use any portion of it for a park like setting.

Motion by Agency member Bell, seconded by Agency member Weidenhamer to recommend City Council adopt both Ordinances 25-03-PC and 25-04-LC. The motion passed unanimously.

The City Attorney briefly explained that the City Council did not adopt the HDR Setback Ordinance as presented and staff will work on changing some of the language to only allow decks in the same setbacks as originally presented to them. It will be brought back before them for their review and a recommendation for adoption by the City Council.

6. PUBLIC COMMENTS: None

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 5:36 p.m.

Adopted and approved this _____ day of _____ 2025.

_____ _____

James Wood, Jr. Kim Montgomery, Deputy City Clerk

MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
May 27, 2025, - 4:00 PM

1. CALL TO ORDER:

Chairwoman Weidenhamer called the Parks & Recreation Committee meeting to order at 4:00 p.m. on Tuesday, May 27, 2025, in the Destin City Hall Boardroom.

2. ROLL CALL:

Members Present	Members Absent	Staff Present
Autumn Weidenhamer	Bryan Otto	Lisa Firth P & R Director
Allison Stephens		Ryan Reed P&R Deputy Director
Aubrey Santucci		Bryan Kellar Recreation Supervisor
Jessica Julian		Sharon Gardner Records Mgmt. Specialist
Jan McGraw		

3. APPROVAL OF MINUTES:

A.) April 22, 2025, Parks and Recreation Committee Meeting Minutes.

Motion made by Committee member Jessica Julian and seconded by Committee member Jan McGraw to approve the minutes as written from April 22, 2025. The motion passed 5-0. Committee member Bryan Otto was absent from this meeting.

4. NEW BUSINESS

A.) Artificial Turf Options for Nancy Weidenhamer Dog Park-

Austin Tipton from Forever Lawn Emerald Coast initiated the discussion by presenting various turf samples for evaluation. Attendees were encouraged to pass the samples around while Tipton described their features, construction, and backing materials. Questions were raised regarding:

- Individual Sample pricing
- Warranty applicability and labor
- Installation base and additional features like rebar-reinforced Nailer board.

Mr. Tipton offered areas they could go for site visits for real-world product use and performance. Later in the meeting the discussion briefly returned to the idea of installing artificial turf in the dog park areas. The consensus was to keep the artificial turf concept in active discussion with further exploration and planning to continue, possibly launching efforts in the fall.

B. John Stephens-Work Plan-Breakwater Snorkeling/Oyster Gardening
John Stephens, Chairman of the Harbor CRA Board Committee, addressed the members with a detailed presentation regarding two initiatives focused on marine habitat restoration and community engagement through sustainable practices. Mr. Stephens noted that the genesis of these ideas originated from a directive from former Parks and Recreation Chairwoman, Sandy Trammell, who expressed a desire for committee-led initiatives rather than staff-proposed plans. These proposals were developed in alignment with the City's Strategic Plan, prioritizing:

1. Destin residents
2. Destin businesses
3. Visitors

Project overview: Breakwater & Oyster Gardening Work Plan

Phase I. Vertical Oyster Gardening

- **Objective**: Install vertical oyster gardens under docks at city bayfront parks to support water filtration and shoreline restoration.
- **Method:** Recycled oyster shells are strung and submerged to attract oyster spat and oysters are relocated annually to build living shorelines.
- **Partnership:** Led in collaboration with Choctawhatchee Basin Alliance (CBA).
- **Potential Expansion:** Encourage participation from waterfront business with docks.
- **Target Locations:** Joe's Bayou, Clement Taylor Park, Leonard Destin Park, Harborview Park, and Main Street Park dock.
- **Community Engagement:** Opportunities for volunteer involvement and student service hours.

Phase 2. Marine Habitat Restoration at Clement Taylor Park

- **Objective: Construct a breakwater/living shoreline to:**
    1. Enhance water quality and marine biodiversity.
    2. Provide erosion control and climate resiliency.
    3. Improve swimmer safety and create a beginner snorkeling area.
- **Rationale:** Current snorkeling locations are unsafe or inaccessible: this initiative addresses those gaps.
- **Design Considerations:** Includes options like rock-bound reefs or rock rope structures: estimated cost ~$60,000 for shallow water builds.

Committee members expressed enthusiasm but acknowledged limited familiarity with the concept. Questions focused on site selection, shell sourcing, responsibilities for signage, safety, legal issues, and property permissions.

Motion made by Committee member Aubrey Santucci, with Chairwoman Weidenhamer providing the second to support the initiative presented by Mr. Stephens. The motion passed 5-0, Committee Member Otto was absent from this meeting.

C. John Stephens- Work Plan-Christmas Decorations:
Mr. Stephens introduced Work Plan #2, a proposal focused on enhancing holiday spirit and decorations within the Harbor CRA District and potentially the Town Center CRA District. This initiative was also inspired by a previous suggestion from former Parks & Recreation Chairwoman, Sandy Trammell to introduce more festive activities around the Christmas Season. Mr. Stephens proposed a variety of ideas to increase holiday visibility and community engagement during the Christmas season, emphasizing that these were brainstorming concepts, not formal proposals. The key goal is for both Harbor and Town Center CRA districts to participate, showcasing community-wide holiday celebrations. Discussion centered on expanding the event to include the local middle and high school bands and choirs to encourage family attendance and community participation. The work plan includes outreach to property and businesses along the Harbor to encourage participation in decorating, potentially sponsoring or donating funds towards the initiative.

Challenges and potential solutions revolved around inconsistent lighting, strategic budgeting, exploring the option of solar-powered decorations and utilizing light pole plugs along the harbor boardwalk.

Committee member Jessica Julian made the motion to support further development and exploration of Work Plan #2- Holiday Decorations & Community Engagement. Chairwoman Weidenhamer provided the second. Motion passed 5-0.

D. Morgan's Children's Park Ribbon Cutting
Parks & Recreation Deputy Director Ryan Reed discussed availability for the ribbon cutting ceremony at Morgan's Children's Park, with June 16th at 10a.m. being selected as the date. Committee members discussed ideas for fun and practical giveaways for the children attending the celebration. The consensus was that the preferred items were beach balls, sunglasses, and possibly frisbees. The committee members were encouraged to submit final item suggestions within the week to ensure timely ordering and customization.
The deputy director stated that he would send invitations to Destin City Council Members, Destin Chamber of Commerce, and possible outreach to Silver Sands School or families of children with disabilities to participate and represent the inclusive mission of the park.

5. OLD BUSINESS

A.) Park Inspection Assignments
Chairwoman Autumn Weidenhamer opened the discussion on park inspection assignments, confirming that the assignments previously distributed were still accurate unless any members had concerns or changes to request. No objections were raised, and assignments were reaffirmed. The Mattie Kelly Nature Walk was acknowledged as being in poor condition but is slated for complete replacement under a future redevelopment plan.

The committee members discussed the anticipated closure of Joe's Bayou for approximately one year during park-wide renovation. Members discussed the potential impact on boat launch access and alternative sites. There was a proposal to allow Destin

residents exclusive access with controlled launch policies and parking arrangements. Additional discussions included logistics of limited boat ramp availability in the event of a storm, or hurricane. It was noted that ramp closure timing and phasing will need to be planned carefully to reduce disruptions.

Continuing the discussion on parks, the committee members expressed positive feedback on the recovery of the live oak trees at Captain Royal Melvin Heritage park following storm impacts and treatment. Noted improvements attributed to staff efforts and regular watering with appreciation extended to those maintaining the trees and to those who observed and acknowledged the effort. Recognition was also given to the successful planting and upkeep of a new tree at Kell-Aire park. The committee members remarked on the continued community engagement, such as public observations and care for the park greenery.

6. COMMITTEE MEMBER COMMENTS/QUESTIONS

A.) Chairwoman Weidenhamer proposed a Little Free Library Work Plan to promote literacy by placing book-sharing boxes in public parks, starting with one park per year (beginning with the Dog Park, then Morgan's Children's Park). Concerns were raised about weather damage to books in outdoor boxes; members recommended selecting durable, waterproof models. Mildew was noted as a concern by Committee member Jessica Julian, and it was suggested to use a selection of composite or waterproof library boxes.

Brian Kellar, Recreation Supervisor, introduced the possibility of a United Way Partnership. The committee discussed a parallel opportunity with United Way to:

- Install a Learning Trail (approx. 10 interactive educational stations) spaced throughout Morgan's Children's Park and surrounding areas.
- Donate and maintain a Little Free Library at no cost to the city.
- Maintain the structure with annual repainting through their "Day of Caring" volunteer event.
- Trail details would include the first few stations to be installed near Children's Park sidewalks, with the remainder extending around the softball and soccer fields.
- Signs to include educational prompts with United Way branding.

Motion made by Committee member Aubrey Santucci, seconded by Committee member Allison Stephens to approve the Little Free Library Work Plan as presented and move forward with implementation, including United Way's donation of a library unit.

Chairwoman Weidenhamer mentioned having a ribbon cutting ceremony and possibly a tournament for when the pickleball courts are finally built. Committee member Jessica Julian spoke about knowing some people that may want to get involved as they have had experience running a pickleball tournament.

The next item that Chairwoman Weidenhamer proposed was exploring the potential installation of a volleyball net at Tarpon Beach Access, noting that there wasn't much available around our area.

Parks & Recreation Director Lisa Firth pointed out that Clement Taylor Park and Morgan Sports Center already have sand volleyball courts, but they're underutilized. Deputy Director Ryan Reed mentioned they could look into one at Tarpon Beach and speak with the county on it as they are the ones that rake and maintain that area of the beach. The suggestion was left open-ended with agreement to look into the feasibility of installing a volleyball net at Tarpon Beach, and to consider the costs, permitting, usage trends, and location logistics.

B.) Allison Stephens- Dog Park Monthly Responsibility Rotation: Discussion centered around the monthly oversight or maintenance responsibilities at the dog park. Clarification by Deputy Director Ryan Reed stated that after some personnel changes, the rotation became unclear. He committed to locating the original form used for scheduling, re-circulating it, and re-establishing the rotation to prevent redundant efforts.

Committee member Allison Stephens mentioned that she had prepared a work plan but noted the need to make changes and updates to it and present the revised version in the upcoming weeks.

C.) Aubrey Santucci-E-Bike Safety and Potential Partnership Project.
Committee member Aubrey Santucci shared that a local citizen has expressed interest in helping to allocate funds and possibly assist in securing a location for a new project, potentially through a public-private partnership model similar to the one used for the dog park. It was suggested that the City of Destin could consider matching private funds, emphasizing this approach as a viable way to move forward if the necessary details and support from the city could be arranged. The issue of safety regarding increased e-bike usage among youth was discussed as was also the idea of developing a dedicated e-bike track or course to provide a safe riding environment and potentially mitigate complaints. A brief group discussion followed regarding whether schools currently provide bike safety instruction. It was confirmed by multiple participants, both staff and committee members, that bike safety and home safety were recently included in PE classes. Committee member Jessica Julian confirmed that bike safety was being conducted up through the previous school year.

D.) Jessica Julian- Nothing tonight.
E.) Jan Mc Graw-Nothing tonight.

7. STAFF REPORTS
A.) Ryan Reed- Deputy Director Parks and Recreation-Master Plan Update-
1. Project overview and Phase 1 Status

Deputy Director Reed reported that three meetings have occurred so far, including a kickoff meeting and two meetings as part of Phase 1 of the Parks Master Plan development. The current work includes:

- Inventory collection of all park facilities and amenities across Destin.
- Initiating a needs assessment based on the inventory.
- Development of a public survey (currently in draft stage)
- Work on branding associated with the plan.

2. Phase 2 & Public Engagement Timeline

Phase 2 will mark the beginning of community and committee engagement. The exact dates for this engagement are not yet determined and will depend on the completion of the inventory and internal assessments.

More discussion ensued regarding the Parks Master Plan Community Survey including how it will be distributed online and by mail. The project remains in the early stages, with more detailed updates to come as it transitions into Phase 2, which will include broader community engagement.

The staff members discussed the City's financial current cost recovery model, established in 2014, which guides how much of program costs are recouped through fees:

- Parks themselves remain free to the public.
- Children's and senior programs recover 25% of costs.
- Higher recovery targets apply to adult and non-resident programs.

Staff emphasized that Destin meets its cost recovery goals but acknowledged the potential need to revisit this structure in the near future.

The forthcoming financial review (as part of the Master Plan) is expected to:

- Validate the need to keep fees low for residents, especially for youth programs.
- Clarify that residents are financially supporting recreation services, even though facilities appear "free"
- Highlight the City's role in offering inclusive recreational opportunities-not just elite travel programs.

B. July-Parks and Recreation Month Proclamation

Parks and Recreation Director Lisa Firth announced that Parks and Recreation representatives and the members of this committee are invited to attend the first City Council meeting in July to be formally recognized during the reading of the proclamation. The meeting is scheduled for July 7th, and a follow-up reminder will be sent out.

8. COMMENTS FROM THE AUDIENCE – John Stephens recommended that the committee reach out to Lance Johnson the former City Manager, and former Parks and

Recreation Director, as they are both on the board of the Destin Library Guild. They could possibly help with financial support for the items they discussed today.

9. **CLOSING REMARKS & ADJOURNMENT-** Chairwoman Weidenhamer announced the next meeting is scheduled for June 24th.

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 5:48 PM

Adopted and approved this _____ day of _____2025.

_____ _____

Autumn Weidenhamer, Chairwoman Sharon Gardner Records Mgmt. Specialist

MINUTES OF THE
PARKS & RECREATION COMMITTEE
WORKSHOP
DESTIN CITY HALL BOARDROOM
JUNE 24, 2025, - 4:00 PM

1. CALL TO ORDER:

Chairwoman Weidenhamer called the Parks & Recreation Workshop to order at 4:06 p.m. on Tuesday, June 24, 2025, in the Destin City Hall Boardroom.

2. ROLL CALL:

Members Present	Members Absent	Staff Present
Autumn Weidenhamer	Allison Stephens	Lisa Firth Parks & Recreation Director
Jessica Julian	Aubrey Santucci	Ryan Reed P&R Deputy Director
Jan McGraw	Bryan Otto	Bryan Kellar Recreation Supervisor
		Sharon Gardner Records Mgmt. Specialist

Parks and Recreation Deputy Director Ryan Reed clarified for the record that there isn't a quorum, so therefore they would not be approving the minutes.

3. APPROVAL OF MINUTES: MAY 27, 2025 - POSTPONED TO THE NEXT MEETING.

4. OLD BUSINESS

A) July 7th City Meeting Parks and Recreation Proclamation

Deputy Director Reed announced that on July 7th the City Council will be announcing the Proclamation naming the month of July 2025 as the Parks and Recreation month. He invited all members of the committee to attend and would be sending an email out as a reminder.

B) Adopt-A-Park Schedule:

Deputy Director Reed announced that at the next meeting he will review the Adopt-A-Park Schedule, and they will finalize the list for the upcoming months. Chairwoman Weidenhamer volunteered for addressing any issues at the Dog Park during the month of July

5. NEW BUSINESS

A) Independence Day Bike Parade

Deputy Director Reed reminded the committee members of the Bike Parade at Destin Elementary on July 1st from 4p.m. to 7 p.m. and asked for anyone to volunteer as judges or to just help the kids during the parade.

B) Parks and Recreation Master Plan

Deputy Director Reed announced that the company that is working on the Parks Master Plan would like to present their information to the committee at a special meeting on August 7th. He advised he would send an email out with the details to all of the members.

6. COMMITTEE MEMBER COMMENTS/QUESTIONS

A) Jessica Jullian- Clement Taylor Park: Committee Member Jullian inquired about the status of the renovation timeline for the park. Deputy Director Reed explained that the park is next on the list for renovation, but he doesn't have the exact start date. Discussion then turned to Norriego Park and how much progress has been made.

B) Autumn Weidenhamer- Captain Royal Melvin Heritage Park Yoga Classes:
Chairwoman Weidenhamer mentioned the free yoga classes at the park and asked if we can advertise it for more participation. She also mentioned the Adopt-A-Bench and Adopt-A-Tree programs and how there needs to be more information for them on the city website. Deputy Director Reed stated he would look into adding it to the website along with the Adopt-A-Street program that is already being advertised.

7. STAFF REPORTS-Friday Night Bites
A) Recreation Supervisor Kellar and Deputy Director Reed gave a brief overview of the event held on June 20th at Destin Elementary School. The discussion centered on the food trucks, the bouncy houses, and the water slides for the kids. Community participation wasn't as big as they had hoped for but with this being the first time for this event, they were optimistic for it to grow. Next event is scheduled for July 18th, for which Deputy Director Reed will send an email out to all committee members with the details.

B) United Way Learning Trails-
Recreation Supervisor Kellar spoke briefly about the learning trails and how they partnered up with United Way. They painted a couple of trails by the Children's Park, the pavilion, and a little bit of the sidewalk behind one of the fields at Morgans Sport Center. They were also able to put up the signs that tell you what to do for each little station, and he encouraged the committee members to take a look at them.

8. COMMENTS FROM THE AUDIENCE -None

9. CLOSING REMARKS & ADJOURNMENT- Next meeting date TBD.

10. PUBLIC COMMENTS- None

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 4:21p.m.

Adopted and approved this _____ day of _____2025.

_____ _____
Autumn Weidenhamer, Chairwoman Sharon Gardner Records Mgmt. Specialist

VOLUNTEER COMMITTEES/BOARDS
ATTENDANCE REPORT
(JANUARY – JUNE 2025)

BOARD OF ADJUSTMENT

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
June 4, 2025	***James Moomaw***	***Bagby***
May 7, 2025 ***(Meeting cancelled. No applications to review)***		
April 2, 2025 ***(Meeting cancelled. No applications to review)***		
March 5, 2025 ***(Meeting cancelled. No applications to review)***		
February 5, 2025	***Matthew Sweetser***	***Trammell***

HARBOR AND WATERWAYS BOARD

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
June 26, 2025	***All Present***	
May 22, 2025	***Guy Tadlock*** ***Bill McKissick***	***Geile*** ***Hebert***
April 24, 2025	***Jerod Hayden*** ***Bill McKissick***	***Destin*** ***Hebert***
March 27, 2025	***Jim Green***	***Braden***
February 27, 2025	***All Present***	
January 23, 2025 ***(Meeting cancelled. No items to review)***		

HARBOR COMMUNITY REDEVELOPMENT AGENCY (CRA) ADVISORY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
June 11, 2025	***Casey Jones*** ***James Howard***	**Geile** **Trammell**
May 14, 2025	***Casey Jones***	***Geile***
April 9, 2025	***Casey Jones***	***Geile***
March 12, 2025	***Jim Green*** ***James Howard***	***Hebert*** ***Trammell***
February 12, 2025	***All Present***	

LOCAL PLANNING AGENCY

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
June 24, 2025	***Breana Uptigrove*** ***Todd Buhr*** ***Marcie Bell***	***Schmidt*** ***Bagby*** ***Hebert***
June 5, 2025	***Todd Buhr***	***Bagby***
May 15, 2025	**Jim Wood** **Todd Buhr**	***Braden*** ***Bagby***
May 1, 2025 ***(Meeting cancelled. No items to review)***		
April 17, 2025	***Jim Wood*** ***Jay Purut***	***Braden*** ***Geile***
April 3, 2025 ***(Meeting cancelled. No quorum present)***	***Todd Buhr*** ***Marcie Bell*** ***Breana Uptigrove*** ***Jay Purut***	***Bagby*** ***Hebert*** ***Schmidt*** ***Geile***
March 20, 2025	***Todd Buhr***	***Bagby***
March 6, 2025	***All Present***	
February 6, 2025	***Jay Purut***	***Geile***
January 16, 2025	***All Present***	

PARKS AND RECREATION COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
June 24, 2025 ***(A quorum was not achieved for the regular meeting; therefore, the members present conducted a workshop instead.)***	***Bryan Otto*** ***Alison Stephens*** ***Aubrey Santucci***	***Bagby*** ***Destin*** ***Schmidt***
May 27, 2025	***Bryan Otto***	***Bagby***
April 22, 2025	***Alison Stephens*** ***Bryan Otto***	***Destin*** ***Bagby***
March 25, 2025	***Alison Stephens***	***Destin***
February 25, 2025	***All Present***	
January 28, 2025	***Isaac Birch***	***Resigned***

PUBLIC WORKS/PUBLIC SAFETY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
May 13, 2025	***Tammy Weidenhamer***	***Braden***
April 8, 2025	***Marcie Bell***	***Trammell***
March 11, 2025	***All Present***	
February 11, 2025	***John Green***	***Hebert***
January 14, 2025	***All Present***	

TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY (CRA) ADVISORY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
June 18, 2025	***Preston Green***	***Hebert***
May 21, 2025	***All Present***	
April 16, 2025	***Corlene Ziegler***	***Trammell***
March 19, 2025	***Kyle Davis***	***Destin***
February 19, 2025	***All Present***	

ITEM # 2025-525

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.J.

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 # 2025-772

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

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

FROM: Larry Jones , City Manager

DATE: 7/3/2025

SUBJECT: Allowing Beach Bonfires on Destin Beaches

I. BACKGROUND: During the regular City Council meeting held on May 5, 2025, Councilmember Schmidt made the following motion regarding beach bonfires, which was approved by the Council:

> **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.**

In addition to the passed motion above, Councilmember Bagby requested the following:

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.

As directed by Council on May 5, 2025, the City Manager and staff researched Walton County's regulations for permitting beach bonfires. The information below was gathered from Walton County, which was presented during the June 2nd Regular City Council meeting:

1. There is a permitting process for having a bonfire on the beach and all permit requests are processed through South Walton Fire District (SWFD), which includes public and private property.

2. Permits are $105.00 ($50.00 to SWFD, $50.00 to Walton County, $5.00 processing fee)

Total revenue in Walton County for beach bonfires in FY2024 was approximately $936,300.
50/50 split between South Walton Fire District and Walton County
SWFD revenue $468,150
Walton County revenue $468,150

In addition to the City Manager contacting Walton County, Larry and staff met with the Destin Fire District, who have expressed their willingness to assist with the permitting process if the Council decides to allow beach bonfires.

The following documents are attached to this item, which were also attached to the June 2, 2025, agenda packet:

- Walton County Rules for having a bonfire on the beach
- Walton County permit request
- Beachfront Property Totals in Linear Feet

On June 2nd, following a discussion regarding the above information, the following motion was passed:

Councilmember Destin made a motion to schedule a public hearing on this matter for the first City Council meeting in July, which is set for July 7th. The motion was seconded by Councilmember Braden and passed 6-0.

II. DISCUSSION: A public hearing is scheduled for July 7, 2025, during the Regular City Council meeting.

A. Link to Strategic Goals / Objectives: II. Enhanced quality of life and safety for families
III. Economic development and revitalization

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Beach Bonfire Discussion Items
2. Beach Bonfires _ South Walton Fire District
3. Bonfire Permit Request _ South Walton Fire District
4. Beachfront Property

Discussion of Beach Bonfires

If the City Council is interested in considering allowing beach bonfires here are some considerations:

General

- Should bonfires be allowed?
- Should bonfires be allowed on both public and private property?
- Bonfire operators/vendors would be certified by the city or fire district
- All beach bonfires would be required to be permitted through the Destin Fire District
- Cost of permit?
- Fire pit setup would be in accordance with DFD/City standards prior to initiating a bonfire

Location

- Upland of the erosion control line or mean high water mark
- 25 feet from the property line
- 100 feet from any habitable structure
- 30 feet from other bonfires
- 200 feet from marked or known sea turtle nests
- 50 feet from vehicles, public roads, other structures, plants, vegetation, dunes

Set-up

- Materials will be hand carried to the service site (vehicles will not service the site)

Limitations

- Bonfire material would be required to be placed in a metal container and would be no larger than four (4) feet in diameter. Fire rings or pits with no bottoms would be strictly prohibited.
- Bonfire flames would be limited to no higher than four (4) feet.
- Bonfires would not be started or fueled by flammable liquids.
- Bonfire material would not be treated lumber, tar paper, rubber-type products, glue-impregnated material, plastic, foam, or trash. Bonfire material would be free of metals.
- Leave no trace ordinances and regulations shall be strictly followed

July 2, 2025

Please Note:

All beach bonfires are required to be permitted through the South Walton Fire District.

Our offices will be closed for the Holidays on these days

Office Holiday Schedule

New Year's Day

Martin Luther King, Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving

Christmas

New Year's Day

SWFD BEACH BONFIRE GUIDELINES

CONTAINER:

- Bonfire material shall be placed in a metal container such as a galvanized tub, fire pit or burn barrel and shall be no larger than four (4) feet in diameter.
- All containers shall be equipped with a steel bottom which must sit a minimum of 4 inches off the sandy portion of the beach.
- Fire rings or pits with no bottoms are strictly prohibited.
- There shall be a minimum of (3) feet clearance from the outer edge of the container at all times from any combustible materials.
- Bonfire material shall be stacked to ensure the flame reaches no higher than four (4) feet.
- No permitted fire shall be within 30 feet of another permitted fire on any beach owned, leased, dedicated to, or maintained by the County.
- There is a six (6) tiki torch maximum limit per event regardless of the number of permits issued for said event.

MATERIAL:

- Flammable and/or combustible liquids shall not be utilized for fueling the bonfires. Use paper and matches rather than lighter fluid/gasoline to ignite your fire.
- Bonfire material shall not consist of pressure treated lumber, tar paper, contents containing any rubber products, creosote treated lumber, glue impregnated material, plastic, foam, or household trash.
- All burn material shall be free of nails or other metals.

SET UP:

- Servicing of the bonfire site will be accomplished by hand carrying the equipment and supplies to the site. Vehicles shall not service the bonfire site (unless you have a beach vehicle permit.)
- **March 1st to October 31st**, bonfire pits and any evidence of shall not be placed on the beach prior to 5:00pm; and any evidence of or remnant from fires must be removed by 12:00 midnight.
- **November 1st to the last day of February**, bonfire pits and any evidence of shall not be placed on the beach prior to 4:00pm and any evidence of or remnants from fires must be removed by 11:00pm.

Applicants shall adhere to the following:

- The fire pit, galvanized tub or burn barrel shall not be buried in the sand at any time during use or after the fire.
- Shall be 100 feet away from habitable structures.
- Shall be 200 feet away from sea turtle nests.
- Shall be 50 feet away from vehicles, public roads, other structures, plants and vegetation (Dunes.)

EXTINGUISHMENT:

- Upon completion of the bonfire, all ashes and leftover material must be thoroughly extinguished and removed from the beach. ***KEEP A SOURCE OF WATER OR OTHER EXTINGUISHING DEVICE NEARBY.***

CLEAN UP AND RESTORATION:

- **It shall be unlawful and is in violation of the South Walton Fire District Ordinance as well as the Walton County Ordinance for any person to fail to cleanup as provided with the ordinance. Issuance of the permit does not excuse or relieve the applicant from liability, responsibility for any damages, residual damages as a result of an improper, carelessness or negligence in setting up, tending , or extinguishing the fire.**
- Cleanup and restoration of the site shall be completed by the expiration date and time set forth by the permit. The person obtaining the permit is responsible for providing the trash bags, removing the trash and placing all the trash in the proper containers.
- Evidence of or remnants from fires shall not be buried or deposited in the County beach garbage collection stations, beach dune systems, parking areas, or any other areas owned, leased, dedicated to, or maintained by the County.

Leave the area clean, dark & flat!

WEATHER:

- Unsuitable wind or weather conditions shall be taken into consideration prior to and during the actual bonfire; adverse conditions may cause the revocation of the permit.

Refunds or rainchecks are not granted on the permits, so please plan your event carefully.

AGE REQUIREMENTS:

- Permits are issued to persons 18 years or older. Participant under the age of 18 shall be chaperoned by an adult EIGHTEEN (18) years of age or older. FOR SUCH GROUPS, THE PERMIT WILL ONLY BE ISSUED TO THE CHAPERONE. Children shall be accompanied by an adult at all times when near a recreational fire.

THE PERMIT:

- The person obtaining the permit must be present during the hours of the bonfire. The approved bonfire permit shall be present upon request of a Fire Official or Law Enforcement Officer. The

South Walton Fire District reserves the right to check for permit compliance at any time.

PENALTIES

- Persons that light a beach bonfire without a permit are in violation of SWFD and Walton County Ordinances.
- Penalties for lighting a fire on the beach without a permit is $500.00 as listed in Walton County Resolution 2021-151
- https://www.co.walton.fl.us/471/Resolutions-Ordinances (https://www.co.walton.fl.us/471/Resolutions-Ordinances)

Order Permit Online:

www.swfd.org/beach-safety/bonfire-permit-request (http://www.swfd.org/beach-safety/bonfire-permit-request)

If you need assistance with this process our Administrative Office is open Monday – Friday, between 8am and 4pm.

Call: 850.267.1307 OR email: beachbonfire@swfd.org (mailto:beachbonfire@swfd.org)

South Walton Fire District

911 N County Highway 393

Santa Rosa Beach, FL 32459

(/)

Headquarters:
911 N. County Highway 393
Santa Rosa Beach, FL 32459

Phone: (Phone Number) (tel:850-267-1298)
Fax: (Fax) 850.267.3294

(mailto:info@swfd.org)

LINKS

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(/fire-life-safety)

Beach Safety

(/contact-us)

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BONFIRE PERMIT REQUEST

AUTHORIZATION NUMBER:

Leave blank if you have not been issued authorization number in the past.

BUSINESS NAME:

Leave blank unless you are a vendor.

FIRST NAME:

LAST NAME:

DRIVER'S LICENSE NUMBER:

DRIVER'S LICENSE ISSUED STATE:

(select state)

PHONE NUMBER:

(

)

-

EMAIL ADDRESS:

STREET ADDRESS LINE 1:

ADDRESS LINE 2:

CITY:

COUNTRY AND STATE:

USA

(select state)

ZIP CODE:

NUMBER OF PEOPLE ATTENDING:

1

Bonfires are limited to less than 30 people in attendance. Groups of 30 or more will require proof of a special event permit from Walton County.

SPECIAL EVENT CODE:

If this permit request is for a special event enter the special event code here otherwise leave blank.

DATE OF BONFIRE:

All permits start at 4 PM for the date selected and expire at 1 AM the following day

LOCATIONS:

(select a location)

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER:

I CERTIFY THAT I UNDERSTAND REFUNDS AND/OR RAINCHECKS ARE NOT GIVEN FOR BEACH BONFIRE PERMITS:

I CERTIFY THAT I UNDERSTAND THE RULES AND REGULATIONS REGARDING BEACH BONFIRES IN SOUTH WALTON:

Submit

(/)

Headquarters:
911 N. County Highway 393
Santa Rosa Beach, FL 32459

Phone: (Phone Number) (tel:850-267-1298)
Fax: (Fax) 850.267.3294

(mailto:info@swfd.org)

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Beachfront Property

City of Destin		City of Destin and County		County		State		City, County and State Property Total
Parcel	**Linear Feet**	**Parcel**	**Linear Feet**	**Parcel**	**Linear Feet**	**Parcel**	**Linear Feet**	
Norreigo Point Beach Property	3537.6	Tarpon Beach	344	James Lee Park	1320	State Land in West Destin (Jetties)	1328	
Calhoun Beach Trail	40					Henderson Beach Park	6441	
June White Decker Beach Park	80							
Shirah Beach Trail	52							
Shore at Crystal Beach Park	232							
Barracuda Beach Trail	40							
Pompano Beach Trail	40							
Total Linear Ft.	**4,021.6**	**Total Linear Ft.**	**344**	**Total Linear Ft.**	**1320**	**Total Linear Ft.**	**6441**	**Total Linear Ft. 12,126.6**

ITEM # 2025-777

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 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
Daniel Butler, Principal Planner

DATE: July 1, 2025

SUBJECT: A public hearing regarding the submittal of a Major Development Order for the construction of an Alvin's Island retail store at 1073 East Highway 98 (Parcel ID: 00-2S-22-0000-0024-0020).

I. BACKGROUND: McNeil Carroll Engineering, on behalf of Alvin's Stores, Inc., is requesting approval for a Major Development Order for the construction of a 12,600-square-foot retail space. The proposed project is located at 1073 Highway 98 East (Parcel ID: 00-2S-22-0000-0024-0020) and encompasses approximately 1.21 acres.

II. DISCUSSION: The proposed project includes the construction of a 12,600-square-foot retail store, along with associated site improvements to provide required parking, a pedestrian network, and right-of-way enhancements in accordance with City of Destin design standards. This general merchandise store is intended to replace the former 22,000-square-foot Alvin's Island store, which was destroyed by fire on March 25, 2021.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The subject property is within the **Town Center Commons Planning Area.** Also, the property has a Future Land Use Map Designation of **Town Center Mixed Use (TCMU)** and a Zoning Designation of **Town Center Mixed Use (TCMU)**. 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.

LAND USE

General Merchandise Stores (NAICS #452) are a permitted use within the **TCMU** Zoning District.

EXISTING USES
General Merchandise Store (NAICS #452) – Previous 22,000 square-foot retail store was destroyed by a fire on March 25, 2021. The lot has remained vacant.

PROPOSED USES
General Merchandise Store (NAIC #452)

INTENSITY
Maximum allowed: 1.50 FAR
Provided: 0.24 FAR

HEIGHT
Maximum allowed: 75' / 6 stories
Provided: 33' 6" / 2 stories

SETBACKS
Front required: 16' minimum – 26' maximum
Front provided: ~11'*

*Per LDC ***Section 7.09.03.1.A***, "*Buildings shall be oriented towards the public street frontage and shall be constructed as close to the adjacent right-of-way as possible in order to improve access from the multimodal transportation network.*" The application of this code ensures ease of access from the pedestrian network in the right-of-way and to mitigate separation concerns, as outlined in LDC ***Section 7.09.03.1.F***, from the residential properties abutting the rear of the parcel.

Side minimum required (east): None
Side provided (east): ~15'

Side minimum required (west): None
Side provided (west): ~58' 10"

Rear minimum required: 15'
Rear provided: ~130'

OPEN SPACE
Minimum required: 25%
Provided: 29%

PLATTING
There is no platting associated with this application.

CONCURRENCY MANAGEMENT
Concurrency requirements have been met:

Traffic: Signed February 20, 2025
Stormwater Management: Signed June 12, 2025
Potable Water/Sanitary Sewer: Signed January 30, 2025

Solid Waste: Signed November 14, 2024

AIRPORT PROTECTION
As proposed, this project is not affected by nor affects the Destin Executive Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport impact area.

NOTE: Per Okaloosa County Airports, all contractors that will require a crane to hang any material will need to file notice with the Federal Aviation Administration's (FAA) Obstruction Evaluation Group (OEG) and obtain an Aeronautical Study Number (ASN). File Notice by submitting FAA Form 7460-1 at https://oeaaa.faa.gov/oeaaa/external/portal.jspb. The general contractor can obtain the ASN for the entirety of the project and all subcontractors can fall under their ASN.

TRANSPORTATION ANALYSIS
The proposed project meets the de minimis criteria outlined in ***Comprehensive Plan Policy 12-4.1.4(C)(5)***. This project is reducing the size of the previous Alvin's Island Store on this site from 22,000 square feet to 12,600 square feet. Because of this, the Traffic Concurrency Evaluation illustrates a net negative in trip generations.

RIGHT-OF-WAY DEDICATION
The project does not include any right-of-way dedication.

INGRESS/EGRESS
Vehicular access to the property is provided by the Highway 98 East public right-of-way (ROW).

PEDESTRIAN NETWORK
The project provides a complete pedestrian network as required in ***LDC 8.09.03.A(6)***. A continuous on-site internal sidewalk is provided throughout the development.

PARKING
Required vehicle parking spaces for use
(Other General Merchandise Stores) – 1 space per 250 SF of GFA
Required vehicle parking spaces for entire site: 50

Provided vehicle parking spaces for entire site: 51 (includes 3 handicapped spaces)

Required bicycle parking spaces for use: 5
Provided bicycle parking spaces: 6

UTILITIES
All new utilities are required to be underground.

STORMWATER:
The City Manager's Stormwater designee approved the stormwater plan on June 3, 2025.

REFUSE COLLECTION
All non-construction related dumpsters, trashcans, and recycling bins shall be placed in solid

waste collection areas or inside a building. The approved dumpster location within Exhibit C shall not be altered unless a Development Order (DO) Deviation is submitted, reviewed, approved, and issued.

WHITE SANDS ZONE

The proposed project is located within White Sand Zone 2. A sample of the existing and proposed fill shall be supplied to Staff for review at time of Building Permit submittal. No fill may be brought onto the project site without being reviewed and approved by Staff.

LANDSCAPING

Front perimeter/common boundary: Not applicable
Interior parking landscape: Provided
Buffer zone: Not applicable
Preservation and restoration:

Reforestation trees required:	9
Preserved tree credits:	0
Protected trees to be removed:	0
Replacement trees required:	0
Required parking trees:	8
Required street trees:	0

Total required trees: 17
Total trees provided*: 23

***Modification/alteration to any approved species of trees or shrubs shall be reviewed and approved by the Community Development Director or their designee prior to installation. A Development Order (DO) Deviation may be required if the proposed changes do not substantially meet the originally approved landscape plan.**

SIGNS

No signs were reviewed for permitting or compliance with the Development Order application. All proposed signs must be permitted through a sign permit and shall comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT/MOBILITY FEES

Imposition of impact or mobility fees will be determined based on timing of permitting. Final impact/mobility fee amounts have been developed using the provisions outlined in ***LDC 19.03.05.A*** and ***Ordinance Number 2025-08-LC.*** TABLE 1 reflects the estimated impact fees prior to August 25, 2025. TABLE 2 reflects the estimated mobility fee as prescribed in ***Ordinance Number 2025-08-LC.*** This ordinance will take effect on August 25, 2025. The impact fees identified below are ***estimates***. As noted, the actual impact/mobility fees will be calculated and assessed at time of building permit submittal.

TABLE 1

LAND USE	UNITS (per 1,000 SF)	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Retail/commercial,	12.6	$0	$0	$31.00	$3,702.00	

per 1,000 SF						
Totals	***$0***	***$0***	***$390.60***	***$46,645.20***	***$47,035.80***	

TABLE 2

LAND USE	UNITS (per 1,000 SF)	PARK	LIBRARY	POLICE	MOBILITY	TOTAL
Retail/commercial, per 1,000 SF	12.6	$0	$0	$31.00	$33,178.00	
Totals		***$0***	***$0***	***$390.60***	***$418,042.80***	***$418,433.40***

OTHER FEES
NONE

PUBLIC COMMENTS
NONE

A. Link to Strategic Goals / Objectives: III. Economic development and revitalization

B. Effect on Budget (EOB): There is no anticipated impact on the budget.

C. Level of Service (LOS): The development, as proposed, is estimated to generate 52 PM peak hour trips. This is a reduction from the previous development that generated approximately 91 trips. Given the reduction in trips generated, the LOS will not be negatively impacted by this development.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: McNeil Carroll Engineering, on behalf of Alvin's Stores, Inc., is requesting approval for a Major Development Order, which includes the construction of 12,600 square foot retail space. The subject project is located at 1073 Highway 98 East (Parcel IDs: 00-2S-22-0000-0024-0020). The subject parcel is approximately 1.21 acres in total. The proposed development and use meet the standards and requirements of the City's Comprehensive Plan and the Land Development Code.

IV. RECOMMENDED MOTION: I move that the City Council approve Alvin's Island #11, a Major Development Order, as presented.

ALTERNATIVE MOTION:
I move that the City Council approve/approve with conditions/approve with modifications/deny Alvin's Island #11, a Major Development Order, as presented.

Attachments:

1. A. Boundary Survey
2. B. Warranty Deed
3. C. Civil Plans
4. D. Photometrics
5. E. Landscape Plan
6. F. Irrigation Plan

7. G. Architectual Plans
8. H. Drainage Report
9. I. Traffic Study
10. J. Roof Pitch Deviation Approval
11. K. DWU Questionnaire
12. L. CEC - Solic Waste
13. M. CEC - Sewer
14. N. CEC - Stormwater
15. O. CEC - Water
16. P. CEC - Traffic
17. Q. Fire Letter
18. R. Agent Affidavit
19. S. DEV-001487-2024 - Alvin's Island #11 Abutter
20. T. Sign Posting Affidavit
21. U. Sign Posting Picture
22. V. DWU Approval Letter
23. W. Okaloosa Gas District Review
24. X. DRAFT DO-25-15_Alvin's Island Store #11

GRAPHIC SCALE

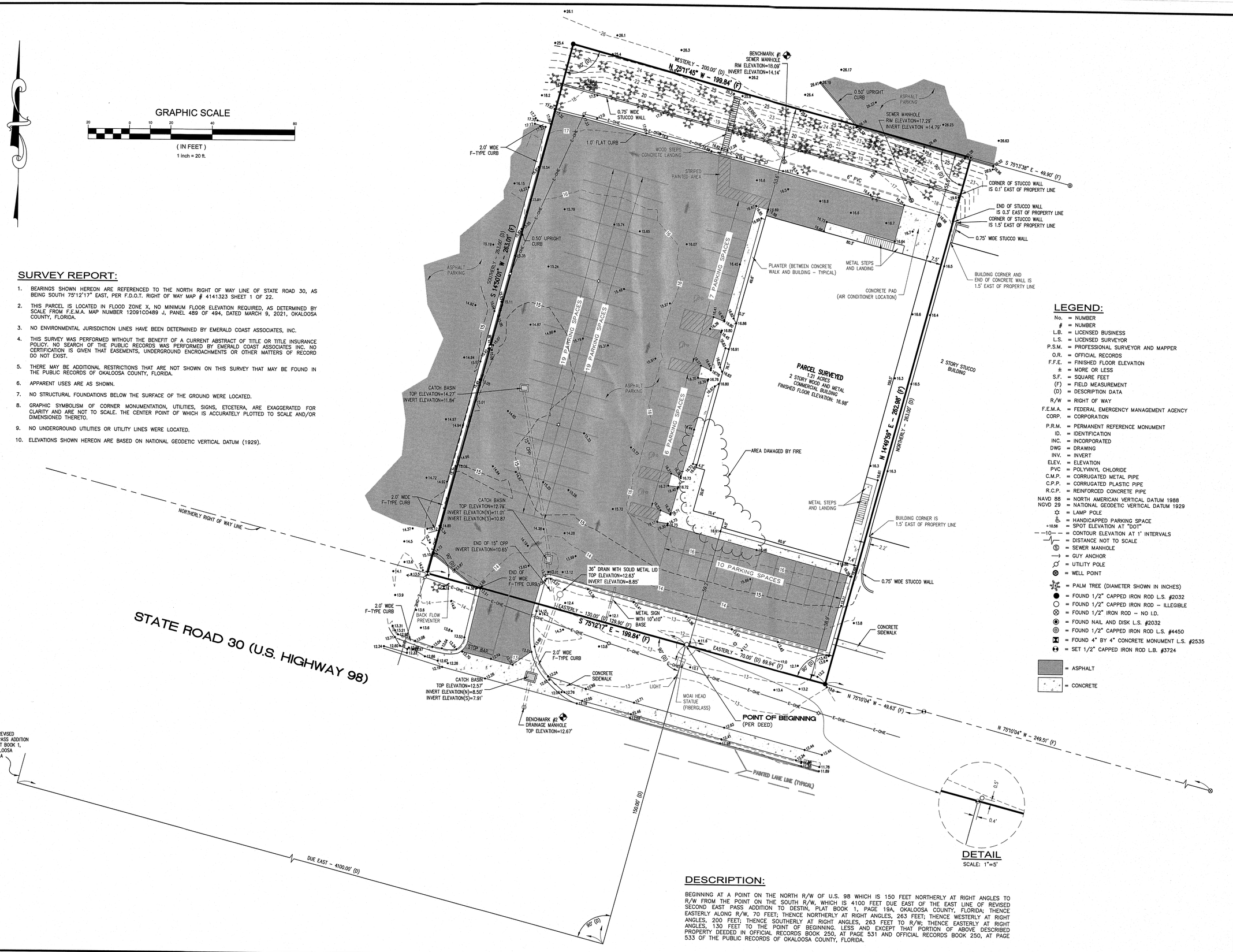
20 0 10 20 40 80

(IN FEET)

1 inch = 20 ft.

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 30, AS BEING SOUTH 75°12'17" EAST, PER F.D.O.T. RIGHT OF WAY MAP # 4141323 SHEET 1 OF 22.
2. THIS PARCEL IS LOCATED IN FLOOD ZONE X, NO MINIMUM FLOOR ELEVATION REQUIRED, AS DETERMINED BY SCALE FROM F.E.M.A. MAP NUMBER 12091C0489 J, PANEL 489 OF 494, DATED MARCH 9, 2021, OKALOOSA COUNTY, FLORIDA.
3. NO ENVIRONMENTAL JURISDICTION LINES HAVE BEEN DETERMINED BY EMERALD COAST ASSOCIATES, INC.
4. 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.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
6. APPARENT USES ARE AS SHOWN.
7. NO STRUCTURAL FOUNDATIONS BELOW THE SURFACE OF THE GROUND WERE LOCATED.
8. 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.
9. NO UNDERGROUND UTILITIES OR UTILITY LINES WERE LOCATED.
10. ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (1929).



LEGEND:

No.	= NUMBER
#	= NUMBER
L.B.	= LICENSED BUSINESS
L.S.	= LICENSED SURVEYOR
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
O.R.	= OFFICIAL RECORDS
F.F.E.	= FINISHED FLOOR ELEVATION
±	= MORE OR LESS
S.F.	= SQUARE FEET
(F)	= FIELD MEASUREMENT
(D)	= DESCRIPTION DATA
R/W	= RIGHT OF WAY
F.E.M.A.	= FEDERAL EMERGENCY MANAGEMENT AGENCY
CORP.	= CORPORATION
P.R.M.	= PERMANENT REFERENCE MONUMENT
ID.	= IDENTIFICATION
INC.	= INCORPORATED
DWG	= DRAWING
INV.	= INVERT
ELEV.	= ELEVATION
PVC	= POLYVINYL CHLORIDE
C.M.P.	= CORRUGATED METAL PIPE
C.P.P.	= CORRUGATED PLASTIC PIPE
R.C.P.	= REINFORCED CONCRETE PIPE
NAVD 88	= NORTH AMERICAN VERTICAL DATUM 1988
NGVD 29	= NATIONAL GEODETIC VERTICAL DATUM 1929
	= LAMP POLE
	= HANDICAPPED PARKING SPACE
+10.56	= SPOT ELEVATION AT "DOT"
–10–	= CONTOUR ELEVATION AT 1' INTERVALS
	= DISTANCE NOT TO SCALE
Ⓢ	= SEWER MANHOLE
	= GUY ANCHOR
	= UTILITY POLE
	= WELL POINT
	= PALM TREE (DIAMETER SHOWN IN INCHES)
	= FOUND 1/2" CAPPED IRON ROD L.S. #2032
	= FOUND 1/2" CAPPED IRON ROD – ILLEGIBLE
	= FOUND 1/2" IRON ROD – NO I.D.
	= FOUND NAIL AND DISK L.S. #2032
	= FOUND 1/2" CAPPED IRON ROD L.S. #4450
	= FOUND 4" BY 4" CONCRETE MONUMENT L.S. #2535
	= SET 1/2" CAPPED IRON ROD L.B. #3724
	= ASPHALT
	= CONCRETE

DESCRIPTION:

BEGINNING AT A POINT ON THE NORTH R/W OF U.S. 98 WHICH IS 150 FEET NORTHERLY AT RIGHT ANGLES TO R/W FROM THE POINT ON THE SOUTH R/W, WHICH IS 4100 FEET DUE EAST OF THE EAST LINE OF REVISED SECOND EAST PASS ADDITION TO DESTIN, PLAT BOOK 1, PAGE 19A, OKALOOSA COUNTY, FLORIDA; THENCE EASTERLY ALONG R/W, 70 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 263 FEET; THENCE WESTERLY AT RIGHT ANGLES, 200 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 263 FEET TO R/W; THENCE EASTERLY AT RIGHT ANGLES, 130 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION OF ABOVE DESCRIBED PROPERTY DEEDED IN OFFICIAL RECORDS BOOK 250, AT PAGE 531 AND OFFICIAL RECORDS BOOK 250, AT PAGE 533 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

www.eca-fl.com

Emerald Coast Associates Inc.

Land Planning • Engineering • Surveying
Since 1979

327 COUNTY HIGHWAY 393 SOUTH
SANTA ROSA BEACH, FLORIDA 32459
PH: (850) 267-0473, FAX: (850) 267-0979

BOUNDARY AND TOPOGRAPHIC SURVEY

BOUNDARY AND TOPOGRAPHIC SURVEY OF A PARCEL LOCATED IN SECTION 21, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA

REQUESTED BY: LEE GOODSON
FOR: MARCO DESTIN, INC.

DATE	REVISION	DRAWN BY:
5-4-21	RECERTIFIED SURVEY - W.L.	

THIS SURVEY, SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027, FLORIDA STATUTES AND CHAPTER 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, STANDARDS OF PRACTICE, 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 # 4880
EMERALD COAST ASSOCIATES, INC. - L.B. #3724

DATE 5/18/21

PROJECT: 16-260BT

DRAWN BY: JAG	SCALE: 1" = 20'
DWG. DATE: 5-6-21	ORDER: 21-0695
FIELD DATE: 5-4-21	PROJECT: 16-260

FIELD BOOK(S):
2084, PAGES 52-60 (RH)
2320, PAGES 33-34 (RB)

SHEET 1 OF 1

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J:\2016\16-260\21-0695-SUR-Boundary & Topographic_Alvin's Island #11 Destin\Drawing\16-260BT2.dwg, 01 BOUNDARY, Bill, May 06, 2021 - 9:15:38am

FILE # 2201507 RCD: 03/09/2005 @ 11:17 AM, BK: 2600 PG: 127 RECORDING: $10.50 RECORDING ARTICLE V: $8.00 DEED DOCSTAMPS $0.70 DEPUTY CLERK PFELLER DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

PREPARED BY AND RETURN TO:
Cohen, Norris, Scherer, et al
P.O. Box 13146
North Palm Beach, FL 33408
File Number: 80007.079 (Store #11)

THIS QUIT CLAIM DEED, executed this 1 day of March, 2005, by **ANNA L. MOORE, a single woman**, first party, whose post office address is: 113 Yacht Club Drive, NE, Fort Walton Beach, FL 32548 to **ALVIN'S STORES, INC., a Florida corporation**, whose post office address is 14520 Front Beach Road, Panama City Beach, FL 32413, second party:

(Wherever used herein the terms "first party" and "second party" 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, that the said first party, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of **Okaloosa**, State of Florida, to wit:

Beginning at a point on the North R/W of U.S. 98 which is 150 feet Northerly at right angles to R/W from the point on the South R/W, which is a 4100 feet due East of the East line of Revised Second East Pass Addition to Destin, Plat Book 1, at Page 19A, Okaloosa County, Florida; thence Easterly along R/W, 70 feet; thence Northerly at right angles, 263 feet; thence Westerly at right angles, 200 feet; thence Southerly at right angles, 263 feet to R/W; thence Easterly at right angles, 130 feet to the Point of Beginning. Less and Except that portion of above described property deeded in Official Records Book 250, at Page 531 and Official Records Book 250, at Page 533, of the Public Records of Okaloosa County, Florida.

THIS DEED IS BEING EXECUTED AND DELIVERED TO CORRECT THE MISSING SIGNATURE OF THE GRANTOR ON THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 769, PAGE 870 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

NOTE: The subject property is not the homestead property of the Grantor, nor has it ever been the Grantor's homestead property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging on in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

① Jaime M. Williams
Witness signature

Jaime M. Williams
Printed name

② Savannah Hall
Witness signature

Savannah Hall
Printed name

Anna L. Moore
Anna L. Moore

STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 7 day of March, 2005, by **ANNA L. MOORE**, who is personally known to me (or who has produced a driver's license as identification) and who did/did not take an oath.

Heather N. Brown
Notary Public
Printed Name: Heather N. Brown
Commission Expires: October 27, 2007

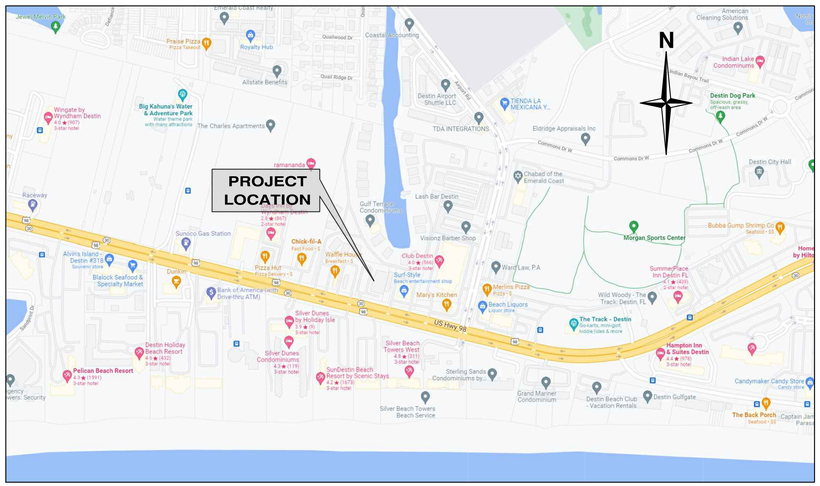
HEATHER N. BROWN
MY COMMISSION # DD 262407
EXPIRES: October 27, 2007

F:\WPDOCS\IRENE\80007\079\QUIT CLAIM-MOORE-1.doc

ALVIN'S ISLAND #11
1073 HWY 98 E., DESTIN, FLORIDA

FOR:

ALVIN'S STORES INC.
10800 NW 106TH ST., SUITE #6
MEDLEY, FLORIDA 33178



VICINITY MAP
NOT TO SCALE

PREPARED BY:

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
17800 Panama City Beach Parkway
Panama City Beach, Florida 32413
Phone: 850-234-1730
Fax: 850-234-1731
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

PROJECT 1296.04B

LEGAL DESCRIPTION

DESCRIPTION:

BEGINNING AT A POINT ON THE NORTH R/W OF U.S. 98 WHICH IS 150 FEET NORTHERLY AT RIGHT ANGLES TO R/W FROM THE POINT ON THE SOUTH R/W, WHICH IS 4100 FEET DUE EAST OF THE EAST LINE OF REVISED SECOND EAST PASS ADDITION TO DESTIN, PLAT BOOK 1, PAGE 19A, OKALOOSA COUNTY, FLORIDA; THENCE EASTERLY ALONG R/W, 70 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 263 FEET; THENCE WESTERLY AT RIGHT ANGLES, 200 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 263 FEET TO R/W; THENCE EASTERLY AT RIGHT ANGLES, 130 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION OF ABOVE DESCRIBED PROPERTY DEEDED IN OFFICIAL RECORDS BOOK 250, AT PAGE 531 AND OFFICIAL RECORDS BOOK 250, AT PAGE 533 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

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SITE UTILITY PLAN	6
CONSTRUCTION DETAILS	7-12

Robert L Carroll

Digitally signed by Robert L Carroll
Date: 2025.05.16 15:29:06 -05'00'

ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ROBERT L. CARROLL, PE, ON DATE USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED WITHOUT THE DIGITAL COPY. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES IN ACCORDANCE WITH RULE 61G15-23.004 F.A.C.

1296.04B – ALVIN'S ISLAND #11

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SITE DEMOLITION DRAWING NOTES:

1. SEE SYMBOL LEGEND ON THIS SHEET FOR SYMBOL INFORMATION AND REFERENCED DETAILS.
2. ALL DEMOLISHED MATERIALS (ie., SIGNS, CONCRETE, ASPHALT, ETC...) TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER.
3. ALTHOUGH EVERY ATTEMPT TO LOCATE UNDERGROUND UTILITIES HAS BEEN MADE, THERE IS THE POSSIBILITY OF UNDERGROUND GAS, ELECTRICAL, WATER SEWER, ETC... THAT HAS NOT BEEN LOCATED. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
4. THE DEVELOPER AND/OR CONTRACTOR IS RESPONSIBLE FOR FOLLOWING REQUIRED WASTE MANAGEMENT PRACTICES WHICH MAKES IT UNLAWFUL FOR ANY PERSON TO DUMP, LEAVE OR BURY ANY SOLID WASTE ON PUBLIC OR OR PRIVATE PROPERTY.
5. IT IS THE CONTRACTORS RESPONSIBILITY TO CALL SUNSHINE ONE AT 811 FOR UTILITY LOCATES PRIOR TO CONSTRUCTION.

SYMBOL LEGEND

- N1 (SEE NOTE ie., #1 – SEE NOTES ON THIS SHEET)
- RJ (REMOVE EXISTING MATERIALS TO NEAREST JOINT)
- RM (REMOVE EXISTING MATERIALS)
- SAW (SAW CUT AND REMOVE EXISTING MATERIALS)
- PARK (CONSTRUCTION VEHICLE PARKING AREA – SEE VEHICLE PARKING PLAN)

DEMOLITION DATA SCHEDULE
TOTAL AREA OF SITE – 1.21 ACRES – 52,558 SQUARE FEET
TOTAL IMPERVIOUS AREA – 1.00 ACRES – 43,367 SQUARE FEET
TOTAL IMPERVIOUS AREA TO BE REMOVED – 1.00 ACRES – 43,367 SQUARE FEET

DUST CONTROL PLAN:

1. IN THE EVENT WIND SPEEDS ARE GREATER THAN 30 MILES PER HOUR, ALL GRADING OPERATIONS SHALL BE SUSPENDED.
2. SURFACES SHALL BE WATERED BEFORE, DURING AND AFTER EXCAVATION TO PREVENT AIRBORNE DUST.
3. ALL MATERIALS BEING TRANSPORTED SHALL BE PROPERLY WETTED OR COVERED BEFORE TRANSPORTATION TO MINIMIZE THE AMOUNT OF DUST BECOMING AIRBORNE.
4. ALL PARTICULATE MATERIALS SHALL BE STOCKPILED ONSITE AND COVERED OR WETTED TO CONTROL DUST DAILY.
5. WHEN DUMPING OR DROPPING SOIL OR OTHER PARTICULATE MATERIALS, ENSURE TO MINIMIZE THE DISTANCE AND SPEED IT DROPS TO PREVENT AIRBORNE DUST.
6. ALL UNPAVED SURFACES, INCLUDING RIGHTS-OF-WAY OR ANY AREA THAT MAY CREATE AIRBORNE DUST SHALL BE PROPERLY WETTED DAILY.
7. ALL GROUND COVER TO BE PAVED OR LANDSCAPED BEFORE FINAL OCCUPANCY TO PREVENT AIRBORNE DUST.
8. VEHICLES TRANSPORTING SOIL OR OTHER PARTICULATE MATERIAL MUST USE THE SHOWN CONSTRUCTION ENTRANCE TO ENTER/EXIT THE SITE.
9. A 24' X 50' GRAVEL ENTRANCE WILL ENSURE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATERIAL IS REMOVED FROM TIRES AND UNDERCARRIAGE BEFORE EXITING THE SITE.
10. DRIVERS NOT TO EXCEED 5 MILES PER HOUR ON UNPAVED SURFACES THROUGHOUT THE CONSTRUCTION SITE. SIGNAGE SHALL BE POST AT THE ENTRANCE AND AL THE END OF THE ENTRANCE TO ALERT DRIVERS.
11. WHEN SOIL, SAND AND OTHER PARTICULATE SOIL IS EMITTED ONTO ANY RIGHT-OF-WAY, PROPER MEASURES SHALL BE TAKEN TO REMOVE THE MATERIAL BY SCRAPING, SWEEPING, BLOWING, ETC.
12. 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 SHALL BE KEPT FREE OF PARTICULATE MATERIAL. SYSTEMS MUST BE CLEANED AS NEEDED.
13. OPACITY MONITORING WILL BE PERFORMED WEEKLY BY A PROPERLY TRAINED AND CERTIFIED INDIVIDUAL TO MAKE SURE DUST EMISSIONS DO NOT EXCEED 30 PERCENT OVER A SIX-MINUTE PERIOD. IF IT DOES EXCEED IMMEDIATE ACTION AND DOCUMENTATION SHALL BE TAKEN UNTIL DUST EMISSIONS DO NOT EXCEED 30 PERCENT.

VEHICLE PARKING PLAN:

1. ALL CONSTRUCTION VEHICLE PARKING AND EQUIPMENT STAGE ASSOCIATED WITH CONTRACTORS, SUBCONTRACTORS, INSPECTORS AND OTHER ASSOCIATED DISCIPLINES SHALL BE LOCATED EAST OF THE BUILDING IN THE SHOWN, HATCHED AREA ON SHEET 2. NO CONSTRUCTION RELATED VEHICLES SHALL BE ALLOWED TO PARK IN ANY PORTION OF THE SURROUNDING PROPERTIES.
2. AT THE END OF THE WORK DAY ALL WORK VECHILES SHALL BE PARKED IN THE DEFINED AREA.
3. ENSURE ALL MOTORIZED VECHILES ARE LOCATED AS FAR AWAY AS POSSIBLE FROM ADJOINING RESIDENTIAL DWELLINGS AS POSSIBLE.
4. CONSTRUCTION SHALL BE STAGED SUCH THAT WATER AND SEWER UTILITIES ARE INSTALLED FIRST, RETENTION PONDS WILL BE ROUGH-GRADED, AND THE PARKING AREA CLEARED AND ROUGH GRADED. THE BUILDING WILL BE CONSTRUCTED, AFTER WHICH, STORMWATER PIPING, CURBING, AND PAVING SYSTEMS WILL BE CONSTRUCTED LAST. THIS WILL ASSURE THAT SUFFICIENT PARKING SPACE IS AVAILABLE ON THE SITE DURING CONSTRUCTION OF THE BUILDING AND AVOID SPACE CONFLICTS.

PERMIT PURPOSES ONLY

SITE DEMOLITION PLAN
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE:	SHOWN
DESIGNED BY:	RLC
DRAWN BY:	WCK
REVIEWED BY:	RLC
ISSUE DATE:	5/15/2025
CF/D:	1296.04E01
NOT RELEASED FOR CONSTRUCTION BY:	
DATE:	

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
17800 Panama City Beach Parkway
Panama City Beach, Florida 32413
Phone: 850-234-1730
Fax: 850-234-1731
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

NO.	DATE	BY	REVISIONS
01			
02			
03			
04			
05			

Sean D. McNeil, P.E.
PROFESSIONAL ENGINEER
FL LIC # 48305

Robert L. Carroll, P.E.
PROFESSIONAL ENGINEER
FL LIC # 57988

ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

SHEET NUMBER 1 OF 12

1296.04B – ALVIN'S ISLAND #11

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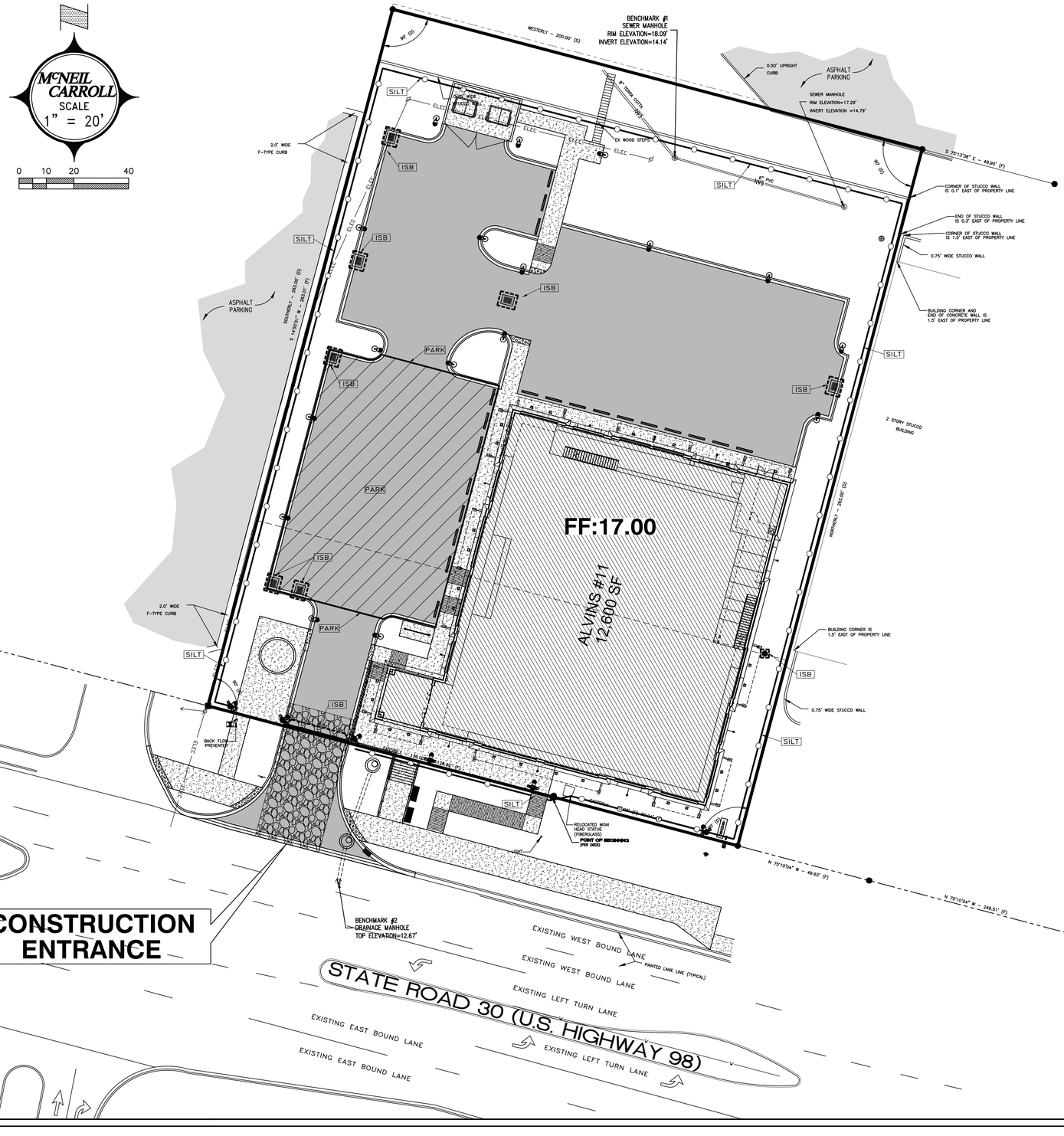

McNEIL CARROLL
SCALE
1" = 20'
0 10 20 40

SITE EROSION CONTROL DRAWING NOTES:

1. EROSION CONTROL SHALL BE MAINTAINED FOR THE DURATION FOR THE PROJECT.
2. ALL CONSTRUCTION OUTSIDE OF PROPERTY LINES IS SHOWN IN DETAIL ON PERMIT DRAWINGS. (SEE GENERAL NOTES.).
3. SEE SYMBOL LEGEND ON THIS SHEET FOR SYMBOL INFORMATION AND REFERENCED DETAILS.
4. SEE SECTIONS IN CONSTRUCTION DETAILS.
5. SILT FENCE TO BE INSTALLED AT PERIMETER OF SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES WILL BE UTILIZED THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT TO RESTRICT ANY TURBID RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
6. CONTROL OF SEDIMENT-LADEN RUNOFF SHALL BE PROVIDED WITH HAY BALES AND/OR GEOTECH STYLE FABRICS. ALL CONTROL MEASURES SHALL BE PROPERLY LOCATED AND CONSTRUCTED TO PREVENT SEDIMENT TRANSPORT. THE MEANS FOR RETAINING THE SEDIMENTS WILL BE MAINTAINED BY THE CONTRACTOR UNTIL PERMANENT IMPROVEMENTS ARE COMPLETE.
7. THE CONTRACTOR IS RESPONSIBLE FOR TREATING ALL ONSITE STORMWATER DRAINAGE AS REQUIRED TO MEET THE CRITERIA OF 62-3 FLORIDA ADMINISTRATIVE CODE, F.A.C. PRIOR TO DISCHARGE.
8. ALL CATCH BASINS, INLETS AND ACCESSES TO UNDERGROUND STORMWATER SYSTEMS SHALL BE PROTECTED IN ACCORDANCE WITH THE ATTACHED DETAILS.
9. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE TERMS AND CONDITIONS OF ANY STORMWATER PERMITS THAT MAY APPLY (FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA DEPARTMENT OF TRANSPORTATION, DESTIN, WATER MANAGEMENT DISTRICT, ETC.).
10. CONSTRUCTION DRIVES SHALL SLOPE AWAY FROM THE ROADWAY AT A MINIMUM SLOPE OF 2.00% TO DISTANCE OF NOT LESS THAN 15 FEET FROM THE EDGE OF PAVEMENT. THE MAXIMUM WIDTH OF THE DRIVE SHALL BE 30 FEET WITH #57 GRAVEL SURFACE 6 INCHES THICK. SIGNS SHALL BE PLACED (IN ACCORDANCE WITH CITY AND STATE REQUIREMENTS) TO WARN APPROACHING DRIVERS AND PEDESTRIANS.
11. THE DEVELOPER AND/OR CONTRACTOR IS RESPONSIBLE FOR FOLLOWING REQUIRED WASTE MANAGEMENT PRACTICES AS DEFINED IN THE DESTIN MUNICIPAL CODE SECTION 22-91 "UNLAWFUL DISPOSAL OF WASTE, FAILURE TO DELIVER WASTE", WHICH MAKES IT UNLAWFUL FOR ANY PERSON TO DUMP, LEAVE OR BURY ANY SOLID WASTE ON PUBLIC OR OR PRIVATE PROPERTY.
12. THE DEVELOPER AND/OR CONTRACTOR IS RESPONSIBLE FOR OBTAINING COVERAGE UNDER THE FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES PRIOR TO START OF CONSTRUCTION OR ANY DISTURBANCE OF LAND GREATER THAN 1 ACRE. THE DEVELOPER/CONTRACTOR WILL FORWARD A COPY OF THE PERMIT AND WILL PROVIDE 48 HOUR NOTIFICATION TO THE APPROPRIATE AGENCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. ALL REQUIRED ELEMENTS OF THE SWPP MUST BE IN PLACE PRIOR TO COMMENCEMENT OF CONSTRUCTION. FAILURE TO COMPLY COULD RESULT IN CODE ENFORCEMENT ACTION AND FINES.
13. QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND/OR WITHIN 24 HOURS OF THE END OF A STORM EVENT (RAINFALL) THAT IS A 1/2 INCH OR GREATER:
    A. POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
    B. POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM WATER SYSTEMS.
    C. DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
    D. AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
    E. STRUCTURAL CONTROLS.
    F. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.
14. THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTION THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAGES AND DAILY RAINFALL RECORDS. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT AND CERTIFY THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.
15. IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. AS NEEDED.
16. RECORDS OF THE INSPECTIONS AND THE CONSTRUCTION PERMIT MUST BE MAINTAINED AT THE CONSTRUCTION SITE AND BE READILY AVAILABLE FOR INSPECTION.
17. ALL STORMWATER MANAGEMENT FACILITIES AND EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, DEMOLITION OR OTHER DISTURBANCE TO THE SUBJECT SITE.

CONSTRUCTION SEQUENCE AND BMP'S NWFWMD

18. THE INITIAL PART OF THE CONSTRUCTION PROCESS SHALL BE THE INSTALLATION OF SILT FENCE AROUND THE PERIMETER OF THE AREA THAT IS TO BE DISTURBED TO ENSURE NO TURBID RUNOFF LEAVES THE CONSTRUCTION SITE. THE SILT FENCE SHALL BE INSTALLED PER THE CONSTRUCTION DETAILS. IF THERE IS A POSSIBILITY OF RUNOFF TO A WATER BODY, TURBIDITY CURTAIN SHALL BE INSTALLED PER THE CONSTRUCTION DETAILS. THE SECOND STEP SHALL BE THE INSTALLATION OF THE CONSTRUCTION ENTRANCE AND DEMOLITION OF ANY EXISTING IMPROVEMENTS AS NEEDED (SEE DEMOLITION PLAN). THE THIRD STEP SHALL BE TO CLEAR AND GRUB AREAS WHERE IMPROVEMENTS ARE TO BE INSTALLED. AS FILL IS BROUGHT INTO THE SITE, THE STORMWATER BASIN SHOULD BE CREATED TO CAPTURE ANY OVERLAND FLOW AND ACT AS A SEDIMENT TRAP. IT IS RECOMMENDED THAT THE BASIN BE CONSTRUCTED APPROXIMATELY ½' HIGHER THAN DESIGN AT THIS POINT TO ENSURE ALL SILTS AND FINES ARE REMOVED AT THE TIME OF FINAL GRADING OF THE STORMWATER BASIN.
19. TYPICALLY, THE SANITARY SEWER, STORM SEWER, AND WATER MAINS ARE INSTALLED RESPECTIVELY. UPON INSTALLATION OF THE STORM SEWER, HAY BALES AND FILTER FABRICS SHALL BE USED AT ALL INLET OPENINGS PER THE CONSTRUCTION DETAILS TO THE KEEP THE SYSTEM FREE OF SEDIMENTS DURING THE CONSTRUCTION PHASE. DEPENDING ON SITE CONDITIONS AND SIZE, SEDIMENT TRAPS SHALL BE UTILIZED TO PREVENT TURBID RUNOFF FROM LEAVING THE SITE (SEE EROSION CONTROL PLAN).
20. SITE STABILIZATION SHALL BE PROVIDED AS SOON AS THE GRADING WILL ALLOW IN ORDER TO STOP EROSION AND REDUCE TURBID RUNOFF. SEEDING, SODDING, OR HYDROSEEDING SHALL BE USED WHEN FINAL GRADES ARE ESTABLISHED.
21. EROSION CONTROL MEASURES SHALL BE UTILIZED THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT AND BE MANAGED IN ACCORDANCE THE THE STATE NPDES PROGRAM.
22. THE DESIGN OF THE STORMWATER MANAGEMENT SYSTEM FOR THIS PROJECT COMPLIES WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT.
23. THE ENGINEER OF RECORD IS RESPONSIBLE FOR MONITORING CONSTRUCTION OF THE STORMWATER MANAGEMENT FACILITY AND SUBMITTING TO THE APPROPRIATE AGENCY NOTICE OF COMMENCEMENT AND AS-BUILT CERTIFICATIONS FOR THE PROJECT WHEN COMPLETED.

SYMBOL LEGEND

- ⟹ (STORMWATER SURFACE FLOW)
- ISB (INLET SEDIMENT BARRIER – SEE CONSTRUCTION DETAILS)
- SILT (SILT FENCE – SEE CONSTRUCTION DETAILS)
- PVG (24' WIDE x 50' DEEP FDOT #1 OR #2 GRAVEL CONSTRUCTION ENTRANCE 6" THICK)

PERMIT PURPOSES ONLY

SITE EROSION CONTROL PLAN
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE:	SHOWN
DESIGNED BY:	RLC
DRAWN BY:	WCK
REVIEWED BY:	RLC
ISSUE DATE:	5/15/2025
CF/Dr:	1296.04E01
NOT RELEASED FOR CONSTRUCTION BY: DATE:	

McNEIL CARROLL ENGINEERING, INC.
17800 Panama City Beach Parkway
Panama City Beach, Florida 32413
Phone: 850-234-1730
Fax: 850-234-1731
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

NO.	DATE	BY	REVISIONS
01			
02			
03			
04			
05			

Sean D. McNeil, P.E.
PROFESSIONAL ENGINEER
FL LIC # 49305

Robert L. Carroll, P.E.
PROFESSIONAL ENGINEER
FL LIC # 57988

ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

SHEET NUMBER 2 OF 12

1296.04B – ALVIN'S ISLAND #11

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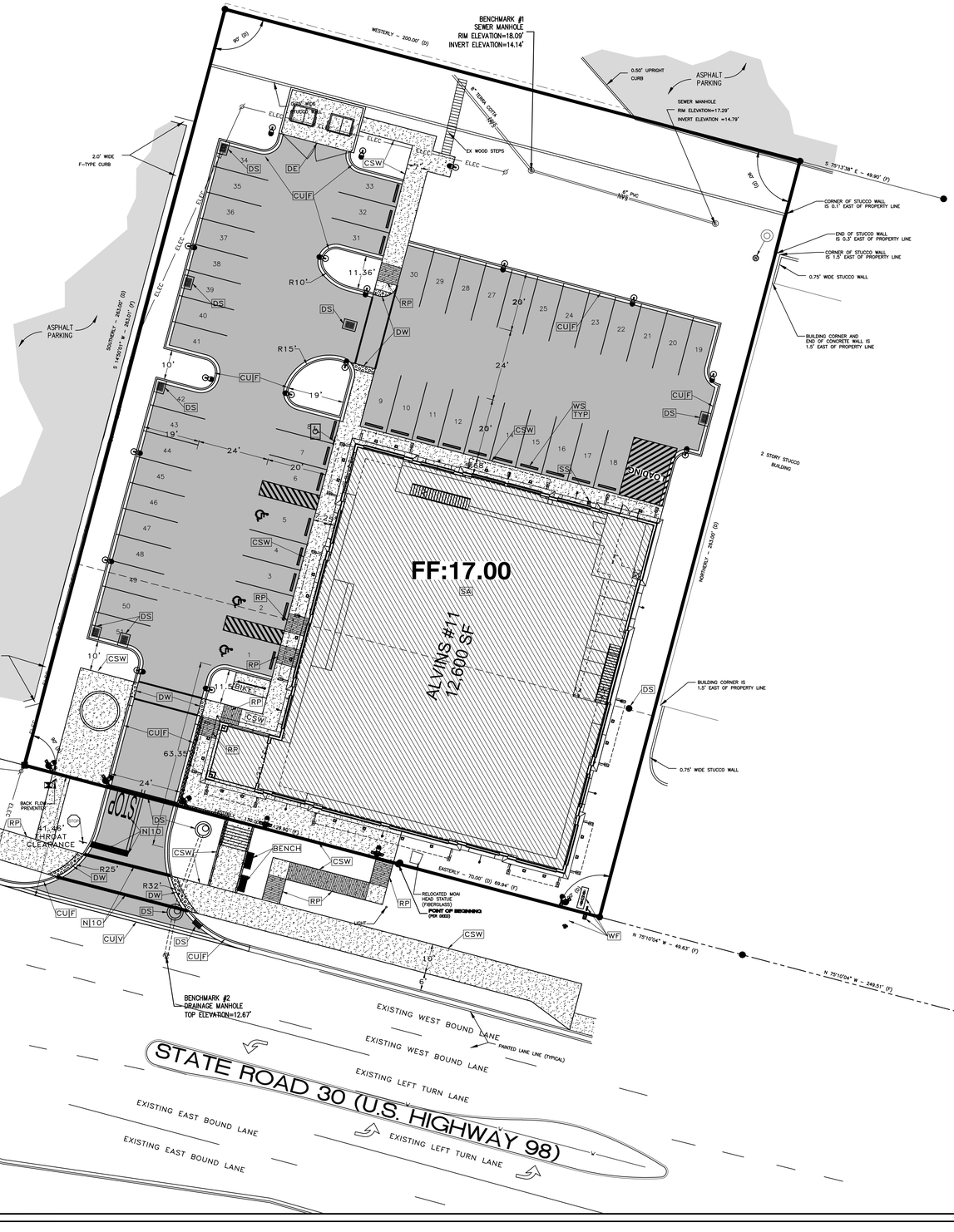

SITE LAYOUT DRAWING NOTES:

1. ALL RADII AT FACE OF CURB ARE 5' UNLESS OTHERWISE SHOWN.
2. CONTRACTOR SHALL PROVIDE McNEIL CARROLL ENGINEERING, INC. FIVE (5) SETS OF AS-BUILT DRAWINGS AND ONE (1) DIGITAL COPY (AUTOCAD FORMAT) OF THE COMPLETED PROJECT. DRAWINGS SHALL BE PREPARED AND SIGNED & SEALED BY A FLORIDA REGISTERED SURVEYOR.
3. ALL DIMENSIONS AT CURB ARE FROM FACE OF CURB.
4. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION AND SODDED PER FDOT INDEX 105.
5. A COPY OF ALL REGULATORY PERMITS SHALL BE KEPT ON SITE.
6. THE CONTRACTOR SHALL REVIEW THE COMPLETE NWFWMD PERMIT PRIOR TO CONSTRUCTION COMMENCEMENT.
7. AN 8 1/2 x 11 NWFWMD WEATHER RESISTANT SIGN, INCLUDING THE PERMIT NUMBER SHALL BE PLACED ON THE PROPERTY FACING THE ROAD.
8. ALL PROPOSED UTILITIES TO BE PLACED UNDERGROUND.
9. ALL ABOVE GROUND UTILITIES TO BE SCREENED BY LANDSCAPING.
10. ALL STRIPING IN ROW TO BE THERMOPLASTIC REFLECTIVE PAINT.

SYMBOL LEGEND

- (DENOTES NEW "STOP" SIGN)
- (DENOTES NEW "HANDICAP PARKING" SIGN)
- (DENOTES CRITICAL DIMENSION TO OUTSIDE FACE OF BUILDING)
- (EXISTING MONITORING WELL WITH NEW MANHOLE COVER)
- BENCH (ARCHITECTURAL BENCHES ANCHORED IN CONCRETE – SEE ARCHITECTURAL PLANS)
- BIKE (BIKE PARKING FOR 6 BICYCLES)
- CSW (CONCRETE SIDEWALK – SEE CONSTRUCTION DETAILS)
- CUF (F.D.O.T. CURB ie., TYPE F)
- CUV (F.D.O.T. CURB ie., TYPE DROP)
- DE (DUMPSTER ENCLOSURE – SEE CONSTRUCTION DETAILS)
- DS (DRAINAGE STRUCTURE – SEE GRADING & DRAINAGE PLAN)
- DW (DETECTABLE WARNINGS – SEE CONSTRUCTION DETAILS)
- FDOT (SEE F.D.O.T. CONNECTION PERMIT)
- N1 (SEE NOTE ie., #1 – SEE NOTES ON THIS SHEET)
- RP (RAMP – SEE GRADING & DRAINAGE PLAN)
- SA (SEE ARCH. PLANS)
- SS (SEWER STRUCTURE – SEE UTILITY PLAN)
- SWMF (STORM WATER MANAGEMENT FACILITY)
- WF (WATER FIXTURE – SEE UTILITY PLAN)
- WS (WHEEL STOP – SEE CONSTRUCTION DETAILS)

SITE DATA TABLE		
PARCEL ID: 00-2S-22-0000-0024-0020		
GOVERNING ENTITY – CITY OF DESTIN		
LAND USE – TOWN CENTER MIXED USE		
ZONING – COMMERCIAL GENERAL (GC)		
TOTAL AREA OF SITE: 52,558 SQUARE FEET – 1.21 ACRES		
TOTAL BUILDING AREA: 12,600 SQUARE FEET – 0.29 ACRES		
FLOOD ZONES ON PROPERTY - X		
	ALLOWED/REQUIRED	PROPOSED
TOTAL IMPERVIOUS AREA	39,419 SQUARE FEET – 0.91 ACRES	37,242 SQUARE FEET – 0.86 ACRES
IMPERVIOUS SURFACE RATIO	75%	71%
FLOOR AREA RATIO	150%	24%
OPEN SPACE AREA	13,140 SQUARE FEET – 0.30 ACRES	15,316 SQUARE FEET – 0.35 ACRES
OPEN SPACE RATIO	25% MIN.	29%
FRONT YARD SETBACK	16 FEET MIN, 26 FEET MAX.	11± FEET
SIDE YARD SETBACK	0 FEET	15± FEET
REAR YARD SETBACK	0 FEET	130± FEET

PARKING SPACE SCHEDULE				
NO.	ANGLE	WIDTH	DEPTH	NOTES:
1	90°	12	20	W/ DRIVERS SIDE 5' WIDE AISLE
2	90°	12	20	W/ PASSENGERS AND DRIVERS SIDE 5' WIDE AISLE
3-4	90°	9	20	
5	90°	12	20	W/ DRIVERS SIDE 5' WIDE AISLE
6-51	90°	9	19	

ALL PARKING STALLS SHALL BE 4" WHITE STRIPING ON ASPHALT AND 4" YELLOW ON CONCRETE. HANDICAP SIGNAGE AND STRIPING SHALL BE TO STATE AND CITY CODE. LANE SEPARATION LINES SHALL BE 6" WIDE.

REQUIRED PARKING CALCULATION			
PROPOSED USE	PARKING REQUIREMENT	SQUARE FOOTAGE/UNITS	SPACES REQUIRED
OTHER GENERAL MERCHANDISE STORE	1 PER 250 SQ. FT	12,600 SQUARE FEET	50.4
			TOTAL PARKING REQUIRED = 51
			TOTAL PARKING PROVIDED = 51

TRIP GENERATION SCHEDULE				
DESCRIPTION/ ITE CODE	UNIT DESIGNATION	EXPECTED UNITS	EXPECTED DAILY TRIPS	P.M. PEAK TRIPS
APPAREL STORE / 876 (EXISTING)	KSF	24.38	1,619	102
APPAREL STORE / 876 (PROPOSED)	KSF	12.60	837	53
CALCULATION DERIVED FROM ITE 10th. EDITION.				DECREASE IN PM PEAK = 49

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.

PERMIT PURPOSES ONLY

SITE LAYOUT PLAN
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE: SHOWN
DESIGNED BY: RLC
DRAWN BY: WCK
REVIEWED BY: RLC
ISSUE DATE: 5/15/2025
C/D: 1296.04D1
NOT RELEASED FOR CONSTRUCTION BY: DATE:

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288
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ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

SHEET NUMBER 3 OF 12

1296.04B – ALVIN'S ISLAND #11

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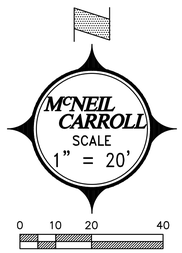

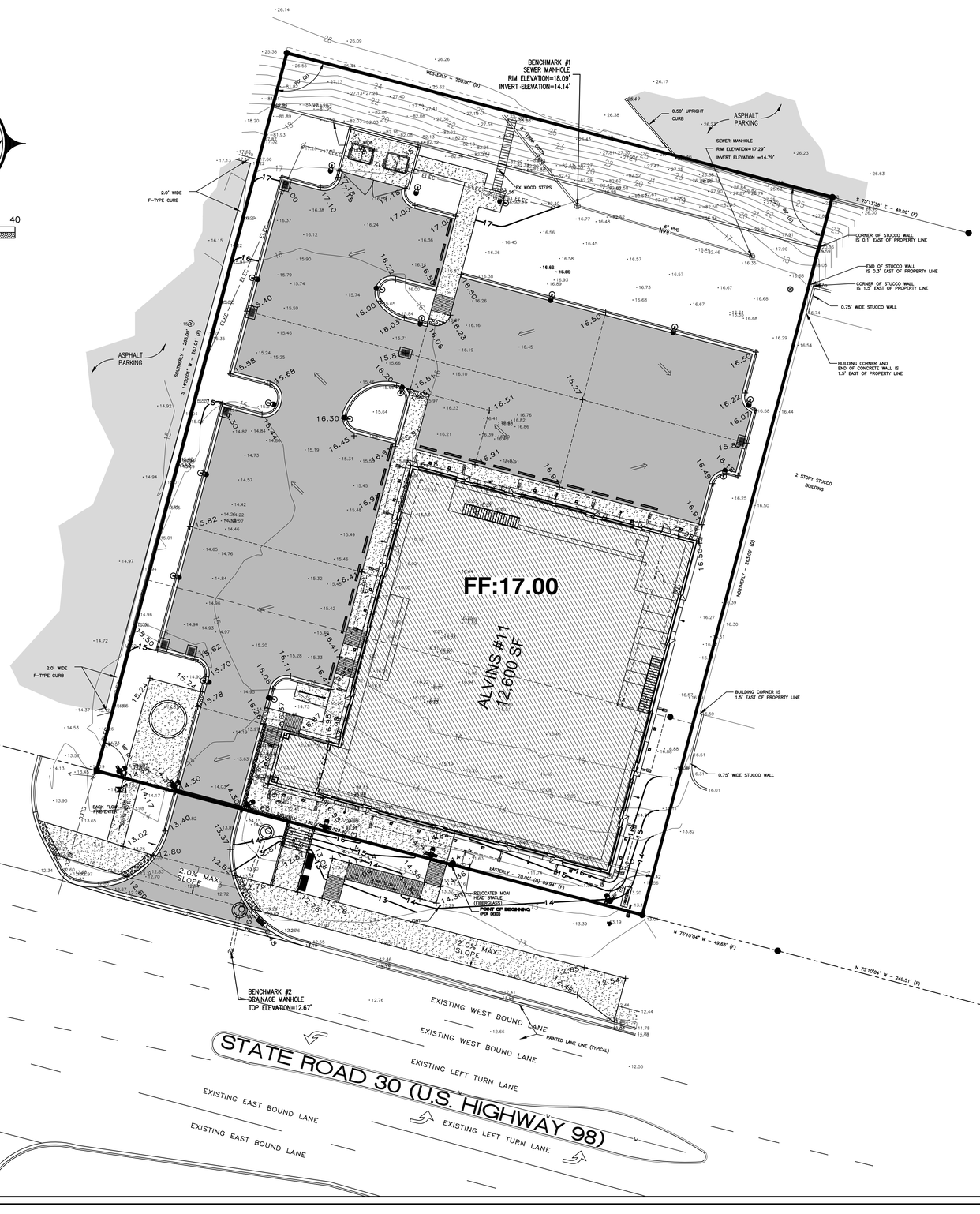

SITE GRADING AND DRAINAGE DRAWING NOTES:

1. SEE SYMBOL LEGEND ON THIS SHEET FOR SYMBOL INFORMATION AND REFERENCED DETAILS.
2. ALL DEMOLISHED MATERIALS (ie., SIGNS, CONCRETE, ASPHALT, ETC...) TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER. ALL EXISTING MONITORING WELLS ARE NOT TO BE REMOVED. WELLS IN PAVEMENT SHALL HAVE A MANHOLE LID INSTALLED.
3. SEE SECTIONS IN CONSTRUCTION DETAILS.
4. ALL DRAINAGE PIPES TO BE DEDICATED TO THE CITY OF DESTIN SHALL BE VIDEO RECORDED AND PLACED ON A DIGITAL MEDIA (NO TAPES). VIDEO MUST BE REVIEWED AND APPROVED BY THE CITY.
5. PROPOSED FINISHED FLOORS SHALL BE 1 FOOT (MIN.) ABOVE ROADWAY CENTERLINE.
6. CONTRACTOR SHALL PROVIDE McNEIL CARROLL ENGINEERING, INC. FIVE (5) SETS AND ONE (1) DIGITAL COPY (AUTOCAD FORMAT) OF AS-BUILT DRAWINGS OF THE COMPLETED PROJECT. DRAWINGS SHALL BE PREPARED AND SIGNED & SEALED BY A FLORIDA REGISTERED SURVEYOR.
7. IT IS THE CONTRACTORS RESPONSIBILITY TO CALL SUNSHINE ONE AT 811 FOR UTILITY LOCATES PRIOR TO CONSTRUCTION.
8. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION AND SODDED PER FDOT INDEX 105.
9. SIDEWALK CROSS SLOPE NOT TO EXCEED 2.00% SLOPE MAX.

SYMBOL LEGEND

34.60 (EXISTING SPOT ELEVATION)
36 (EXISTING CONTOUR)
+12.50 (PROPOSED FINISHED GRADE)
(STORMWATER SURFACE FLOW)

PERMIT PURPOSES ONLY

SITE GRADING PLAN
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE:	SHOWN
DESIGNED BY:	RLC
DRAWN BY:	WCK
REVIEWED BY:	RLC
ISSUE DATE:	5/15/2025
CF/b:	1296.04E01
NOT RELEASED FOR CONSTRUCTION BY:	
DATE:	

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288
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Sean D. McNeil, P.E.
PROFESSIONAL ENGINEER
FL LC # 49303

Robert L. Carroll, P.E.
PROFESSIONAL ENGINEER
FL LC # 57988

ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

SHEET NUMBER 4 OF 12

1296.048 - ALVIN'S ISLAND #11

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SITE GRADING AND DRAINAGE DRAWING NOTES:

1. SEE SYMBOL LEGEND ON THIS SHEET FOR SYMBOL INFORMATION AND REFERENCED DETAILS.
2. ALL DEMOLISHED MATERIALS (ie., SIGNS, CONCRETE, ASPHALT, ETC...) TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER. ALL EXISTING MONITORING WELLS ARE NOT TO BE REMOVED. WELLS IN PAVEMENT SHALL HAVE A MANHOLE LID INSTALLED.
3. SEE SECTIONS IN CONSTRUCTION DETAILS.
4. ALL DRAINAGE PIPES TO BE DEDICATED TO THE CITY OF DESTIN SHALL BE VIDEO RECORDED AND PLACED ON A DIGITAL MEDIA (NO TAPES). VIDEO MUST BE REVIEWED AND APPROVED BY THE CITY.
5. PROPOSED FINISHED FLOORS SHALL BE 1 FOOT (MIN.) ABOVE ROADWAY CENTERLINE.
6. CONTRACTOR SHALL PROVIDE McNEIL CARROLL ENGINEERING, INC. FIVE (5) SETS AND ONE (1) DIGITAL COPY (AUTOCAD FORMAT) OF AS-BUILT DRAWINGS OF THE COMPLETED PROJECT. DRAWINGS SHALL BE PREPARED AND SIGNED & SEALED BY A FLORIDA REGISTERED SURVEYOR.
7. IT IS THE CONTRACTORS RESPONSIBILITY TO CALL SUNSHINE ONE AT 811 FOR UTILITY LOCATES PRIOR TO CONSTRUCTION.
8. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION AND SODDED PER FDOT INDEX 105.
9. SIDEWALK CROSS SLOPE NOT TO EXCEED 2.00% SLOPE MAX.

SYMBOL LEGEND

- 34.60 (EXISTING SPOT ELEVATION)
- 36 (EXISTING CONTOUR)
- +12.50 (PROPOSED FINISHED GRADE)
- ⟹ (STORMWATER SURFACE FLOW)
- CSW (CONCRETE SIDEWALK- SEE CONSTRUCTION DETAILS)
- CUF (F.D.O.T. CURB ie., TYPE F - SEE CONSTRUCTION DETAILS)
- DP16 (SEE DRAINAGE PIPE SCHEDULE THIS SHEET ie.,#16)
- DS12 (SEE DRAINAGE STRUCTURE SCHEDULE THIS SHEET ie.,#12)
- FC (CHAINLINK FENCE - SEE CONSTRUCTION DETAILS)
- HR (5' WIDE HANDICAP RAMP ie.,12:1 SLOPE)
- PVA (ASPHALT PAVEMENT - SEE CONSTRUCTION DETAILS)
- PVC (CONCRETE PAVEMENT - SEE CONSTRUCTION DETAILS)
- PVH (HEAVY DUTY ASPHALT PAVEMENT - SEE CONSTRUCTION DETAILS)
- MAT (MATCH PROPOSED FLUSH WITH EXISTING SURFACE)
- N1 (SEE NOTE ie.,#1 - SEE NOTES THIS SHEET)
- RD (6" ROOF DRAIN CONNECTION - SEE CONSTRUCTION DETAILS)
- SA (SEE ARCHITECTURAL PLANS)
- SWMF1 (SEE STORM WATER MANAGEMENT FACILITY SCHEDULE THIS SHEET)
- SK (SKIMMER - SEE CONSTRUCTION DETAILS)
- TRANS (TRANSITION CURB 3')

ASPHALT

CONCRETE

DRAINAGE PIPE SCHEDULE

NO.	SIZE	LF	TYPE	SLOPE
DP1	15"	66	ADS	4.16%
DP2	12"	50	ADS	0.40%
DP3	24"	83	ADS - PERF	0.00%
DP4	24"	118	ADS - PERF	0.00%
DP5	24"	118	ADS - PERF	0.00%
DP6	24"	33	ADS - PERF	0.00%
DP7	24"	54	ADS - PERF	0.00%
DP8	24"	121	ADS - PERF	0.00%
DP9	24"	42	ADS - PERF	0.00%
DP10	24"	2	ADS (4 TOTAL)	0.00%
DP11	24"	--	ADS WT TEE (3 TOTAL)	0.00%
DP12	24"	--	ADS	0.00%
DP13	12"	99	ADS	0.50%
DP14	15"	11	RCP	0.50%

ALL ADS PIPE SHALL BE AS SHOWN OR EQUAL.
ALL PERFORATED PIPE SHALL HAVE A GRAVEL PACK
ALL ADS PIPE SHALL BE RATED N-12
SEE CONSTRUCTION DETAILS.

DRAINAGE STRUCTURE SCHEDULE

NO.	TYPE STRUCTURE	TOP OF GRATE	PIPE INVERT	SLOT INVERT
DS1	24' LF TRENCH DRAIN	EL. 14.30	EL. 11.60	EL.
DS2	FDOT TYPE C INLET	EL. 15.50	EL. 11.50	EL.
DS3	FDOT TYPE C INLET	EL. 15.30	EL. 11.50	EL.
DS4	FDOT TYPE C INLET	EL. 15.40	EL. 11.50	EL.
DS5	FDOT TYPE C INLET	EL. 17.00	EL. 11.50	EL.
DS6	FDOT TYPE C INLET	EL. 15.81	EL. 11.50	EL.
DS7	FDOT TYPE C INLET	EL. 15.85	EL. 11.50 W; 12.70 S	EL.
DS8	FDOT TYPE C INLET	EL. 15.60	EL. 11.50 N,W; 13.00 S	EL.
DS9	FDOT TYPE P INLET	EL. 14.50	EL. 8.75 N,S	EL.
DS10	15" ADS INLET	EL. 16.20	EL. 13.20 N	EL.
DS11	FDOT TYPE P INLET	EL. 12.62	EL. 8.50 N (EX); 7.91 S (EX); 7.91 E (NEW)	EL.
DS12	FDOT TYPE 9 INLET	EL. 12.43	EL. 8.00	EL.

SEE CONSTRUCTION DETAILS.
2' SUMP UNLESS OTHERWISE NOTED.

STORMWATER OPERATION AND MAINTENANCE SCHEDULE

(A) STORMWATER MANAGEMENT SYSTEM SHALL BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE APPROVED DESIGN, PLANS AND CALCULATIONS.
(B) THE OPERATION AND MAINTENANCE ENTITY SHALL PROVIDE FOR THE INSPECTION OF THE STORMWATER MANAGEMENT SYSTEM IN ACCORDANCE WITH SUBSECTION 62-346.095(6), F.A.C. DURING THE INSPECTION, SPECIAL ATTENTION SHOULD BE MADE TO INSURE THAT:
   1. ALL EROSION IS CONTROLLED AND SOIL IS STABILIZED TO PREVENT SEDIMENT DISCHARGE TO WATERS IN THE STATE.
   2. THE SURFACE WATER MANAGEMENT SYSTEM IS KEPT FREE OF DEBRIS, TRASH, GARBAGE, OILS AND GREASES, AND OTHER REFUSE.
   3. ENGINEERED STORMWATER MANAGEMENT SYSTEM THAT INCLUDE OIL AND GREASE SEPARATORS, SKIMMERS, OR COLLECTION DEVICES ARE WORKING PROPERLY AND DO NOT ALLOW THE DISCHARGE OF OIL OR GREASES. OILS AND GREASES OR OTHER MATERIALS REMOVED FROM SUCH A DEVICE DURING ROUTINE MAINTENANCE SHALL BE DISPOSED OF AT A SANITARY LANDFILL OR BY OTHER LAWFUL MEANS.
   4. ALL STRUCTURES WITHIN STORMWATER MANAGEMENT SYSTEMS HAVE NOT BECOME CLOGGED OR CHOKED WITH VEGETATIVE OR AQUATIC GROWTH TO SUCH AN EXTENT AS TO RENDER THEM INOPERABLE.
(C) INSPECTIONS OF THE PERMITTED SYSTEM SHOULD BE CONDUCTED AT LEAST ONCE EVERY THIRD YEAR AFTER CONVERSION OF A PERMIT TO THE OPERATION PHASE.

PERMIT PURPOSES ONLY

SITE DRAINAGE PLAN
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE:	SHOWN
DESIGNED BY:	RLC
DRAWN BY:	WCK
REVIEWED BY:	RLC
ISSUE DATE:	5/15/2025
CF/Dr:	1296.04E01
NOT RELEASED FOR CONSTRUCTION BY:	
DATE:	

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
17800 Panama City Beach Parkway
Panama City Beach, Florida 32413
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STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

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ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

SHEET NUMBER 5 OF 12

1296.04B - ALVIN'S ISLAND #11

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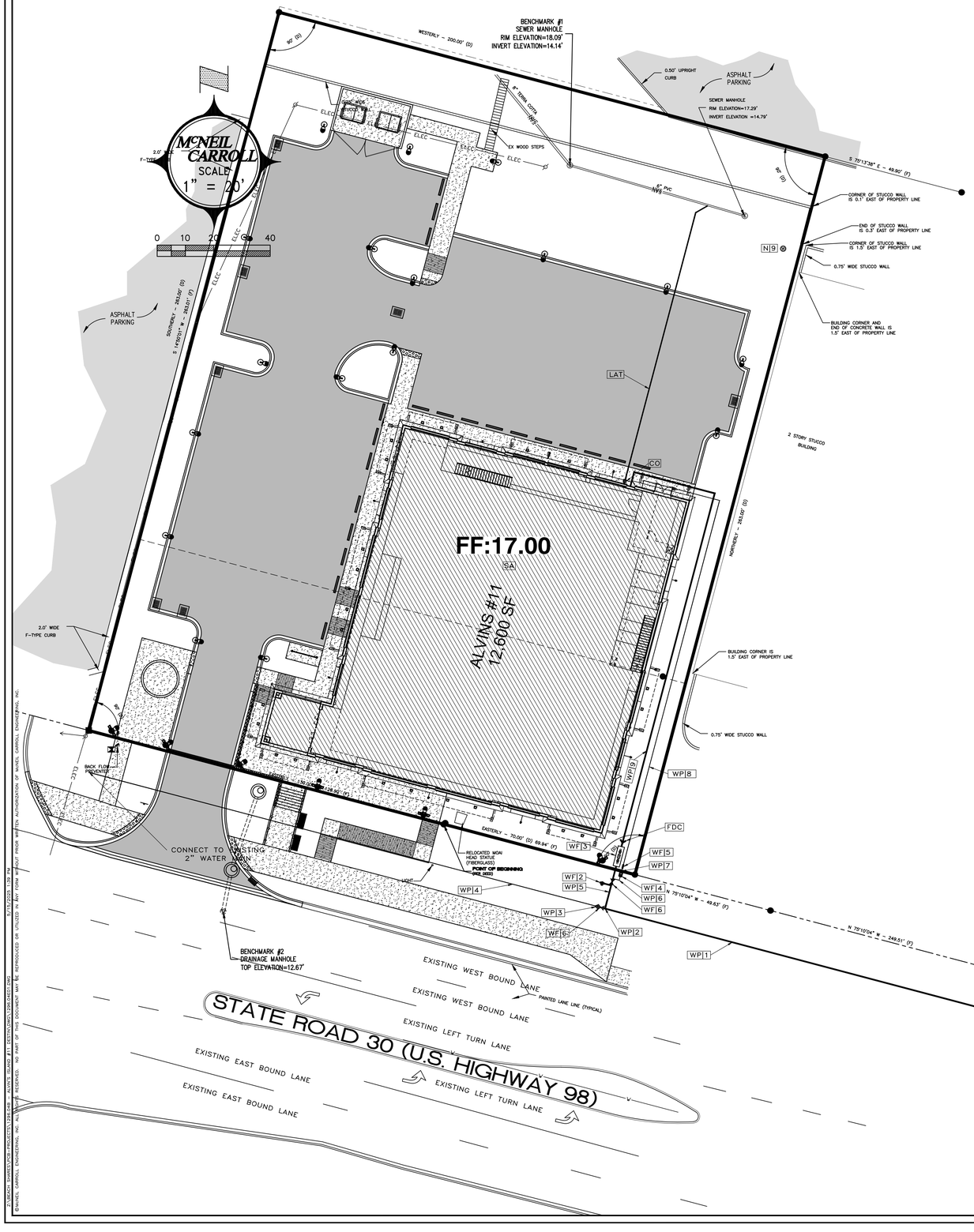

SITE UTILITY DRAWING NOTES:

1. SEE SYMBOL LEGEND ON THIS SHEET FOR SYMBOL INFORMATION AND REFERENCED DETAILS.
2. SEE SECTION AND DETAILS IN CONSTRUCTION DETAILS.
3. ALL PROPOSED UTILITIES SHALL BE PLACED UNDERGROUND.
4. ALL SEWER LINES TO BE DEDICATED TO THE CITY OF DESTIN SHALL BE VIDEO RECORDED AND PLACED ON A DIGITAL MEDIA (NO TAPES). VIDEO MUST BE REVIEWED AND APPROVED BY THE CITY.
5. CONTRACTOR SHALL PROVIDE McNEIL CARROLL ENGINEERING, INC. FIVE (5) SETS AND ONE (1) DIGITAL COPY (AUTOCAD FORMAT) OF AS-BUILT DRAWINGS OF THE COMPLETED PROJECT. DRAWINGS SHALL BE PREPARED AND SIGNED & SEALED BY A FLORIDA REGISTERED SURVEYOR.
6. IT IS THE CONTRACTORS RESPONSIBILITY TO CALL SUNSHINE ONE AT 811 FOR UTILITY LOCATES PRIOR TO CONSTRUCTION.
7. ALL GRAVITY SEWER LINES SHALL BE VIDEO RECORDED AND PLACED ON DIGITAL MEDIA (NO TAPES). VIDEO MUST BE REVIEWED AND APPROVED BY McNEIL CARROLL ENGINEERING, INC.
8. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION AND SODDED PER FDOT INDEX 105.
9. EXISTING WELL TO BE UTILIZED FOR IRRIGATION.

SYMBOL LEGEND

- CO (4" CLEANOUT – SEE CONSTRUCTION DETAILS)
- FDC (FIRE DEPARTMENT CONNECTION)
- LAT (4" SEWER LATERAL – SEE CONSTRUCTION DETAILS)
- N1 (SEE NOTE ie., #1 – SEE NOTES THIS SHEET)
- SA (SEE ARCHITECTURAL PLANS)
- SP16 (SEE GRAVITY SEWER PIPE SCHEDULE THIS SHEET ie.,#16 SEE CONSTRUCTION DETAILS)
- SS12 (SEE SEWER STRUCTURE SCHEDULE THIS SHEET ie.,#12 SEE CONSTRUCTION DETAILS)
- WF14 (SEE WATER FIXTURE SCHEDULE THIS SHEET ie.,#14 SEE CONSTRUCTION DETAILS)
- WP10 (SEE WATER PIPE SCHEDULE THIS SHEET ie.,#10 SEE CONSTRUCTION DETAILS)
- DIR (DIRECTIONAL BORE – SEE CONSTRUCTION DETAILS)

WATER MAIN PIPE SCHEDULE			
NO.	SIZE	LF	TYPE
WP1	6"	270	PVC
WP2	6"	--	TEE
WP3	6"X6"	--	REDUCER
WP4	2"	189	PVC
WP5	6"	16	PVC
WP6	1-1/2"	4	PVC
WP7	1-1/2"	2	PVC
WP8	1 1/2"	164	PVC
WP9	6"	164	PVC FIRE MAIN

LESS THAN 4" WATER MAIN – ASTM D2241 SDR-21
4"-6" WATER MAIN – AWWA C900 DR18
8"-12" WATER MAIN – AWWA C900 DR25
ALL LINES SHALL BE THE COLOR BLUE.

WATER FIXTURE SCHEDULE	
NO.	TYPE
WF1	6"X6" TAPPING SADDLE W/ VALVE ASSEMBLY
WF2	FIRE HYDRANT ASSEMBLY
WF3	6" DOUBLE DETECTOR CHECK VALVE
WF4	1" WATER METER ASSEMBLY
WF5	1 1/2" REDUCED PRESSURE BACKFLOW PREVENTER ASSEMBLY
WF6	6" GATE VALVE

SEE CONSTRUCTION DETAILS.
ALL LINES SHALL BE THE COLOR BLUE

PERMIT PURPOSES ONLY

SITE UTILITY PLAN
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE: SHOWN
DESIGNED BY: RLC
DRAWN BY: WCK
REVIEWED BY: RLC
ISSUE DATE: 5/15/2025
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SHEET NUMBER 6 OF 12

1296.04B – ALVIN'S ISLAND #11

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GENERAL NOTES

PREVENTION, CONTROL AND ABATEMENT OF EROSION

ALL ON AND OFF SITE WORK INCLUDED CONSISTS OF BUT NOT LIMITED TO THE FOLLOWING:

I0.2643: SEEDING AND MULCHING OR SODDING FOR STABILIZATION.

CONSTRUCTION OF SEDIMENT BASINS, CHECK DAMS OR FLOATING BARRIERS.

PLACEMENT OF SILTATION FENCES DURING THE COURSE OF CONSTRUCTION.

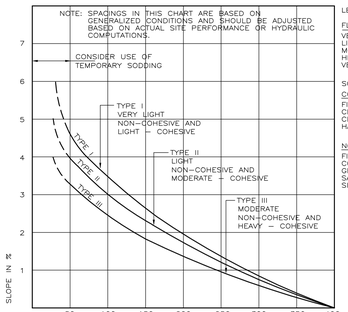
SILT FENCE TO BE INSTALLED AT PERIMETER OF SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES WILL BE UTILIZED THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT TO RESTRICT ANY TURBID RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

CONTROL OF SEDIMENT–LADEN RUNOFF SHALL BE PROVIDED WITH HAY BALES AND/OR GEOTECH STYLE FABRICS. ALL CONTROL MEASURES SHALL BE PROPERLY LOCATED AND CONSTRUCTED TO PREVENT SEDIMENT TRANSPORT. THE MEANS FOR RETAINING THE SEDIMENTS WILL BE MAINTAINED BY THE CONTRACTOR UNTIL PERMANENT IMPROVEMENTS ARE COMPLETE.

THE CONTRACTOR IS RESPONSIBLE FOR TREATING ALL ONSITE STORM WATER DRAINAGE AS REQUIRED TO MEET THE CRITERIA OF 62–3 FLORIDA ADMINISTRATIVE CODE, F.A.C. PRIOR TO DISCHARGE.

ALL CATCH BASINS, INLETS AND ACCESSES TO UNDERGROUND STORM WATER SYSTEMS SHALL BE PROTECTED IN ACCORDANCE WITH THE ATTACHED DETAILS.

THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE TERMS AND CONDITIONS OF ANY STORM WATER PERMITS THAT MAY APPLY (FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA DEPARTMENT OF TRANSPORTATION, BAY COUNTY, WATER MANAGEMENT DISTRICT, ETC.).



LEGEND

FLOW RATES (CFS)

VERY LIGHT	<5
LIGHT	>5 <10
MODERATE	>10 <15
HEAVY	>15 <25
VERY HEAVY	>25 <40

SOILS

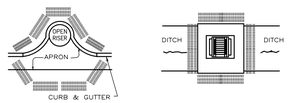
COHESIVE

FIRM LOAM
CLAY SANDS
CLAYS
HARDPANS

NON–COHESIVE

FINE SAND
COURSE SAND
GRAVELS
SANDY LOAM
SILT LOAM

FDOT CHART I (BALED HAY OR STRAW BARRIERS AND SILT FENCES - INDEX 102

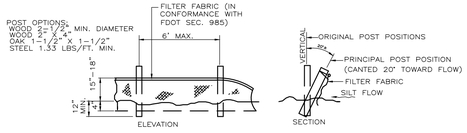


PARTIAL INLET

DITCH BOTTOM INLET

ANCHOR BALES WITH 2 – 2"x2"x4' STAKES PER BALE (SEE DETAIL)

PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

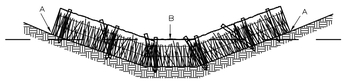


NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR THE STAKED SILT FENCE (LF.)

TYPE III SILT FENCE

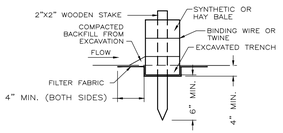
NOTE:

I0.315,T0.252;DO NOT DEPLOY SILT FENCES IN A MANNER THAT WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES.
SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND AS TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.
SILT FENCE SHOULD BE REPLACED EVERY SIX (6) MONTHS.
SILT FENCE SHALL EXTEND A MINIMUM OF 4" BELOW GRADE.
SILT FENCE SHALL EXTEND 4" AWAY FROM STAKES.



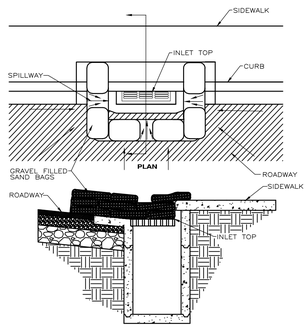
POINTS A SHOULD BE HIGHER THAN B

PROPER PLACEMENT OF BALES IN DRAINAGE WAY



EROSION CONTROL DETAILS

NOT TO SCALE

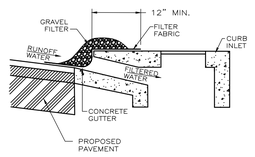


NOTE:

1. GRAVEL FILLED BAGS TO BE PLACED TIGHTLY TOGETHER AS TO NOT ALLOW ANY GAPS IN BETWEEN THE BAGS VERTICALLY AND HORIZONTALLY.
2. IF SEDIMENT IS PENETRATING BAGS, BAGS MAY NEED TO BE WRAPPED IN ADDITIONAL FILTER FABRIC.

CURB INLET SEDIMENT BARRIER (OPTION 1)

NOT TO SCALE

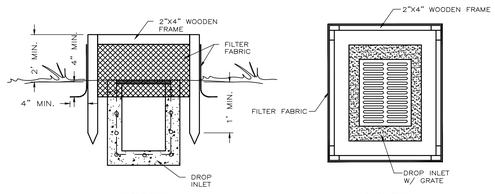


NOTES:

1. GRAVEL SHALL BE #57 STONE.

GRAVEL CURB INLET SEDIMENT FILTER (OPTION 2)

NOT TO SCALE

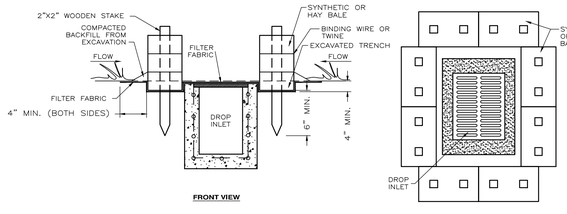


NOTES:

1. TOP FRAME REQUIRED FOR STABILITY.
2. THIS METHOD OF INLET PROTECTION IS NOT TO BE USED IN RIGHT–OF–WAYS OR MEDIANS.
3. STAKES SHALL EXTEND 1" MIN. BELOW GRADE.
4. FILTER FABRIC SHALL EXTEND 4" MIN. BELOW GRADE AND 4" MIN. BEYOND WOODEN FRAME.

DROP INLET SEDIMENT FILTER OPTION 1

NOT TO SCALE



DROP INLET SEDIMENT FILTER OPTION 2

NOT TO SCALE

WORK IN RIGHTS-OF-WAYS

ALL WORK WITHIN RIGHTS–OF–WAYS SHALL BE IN STRICT ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF THE RESPECTIVE AGENCIES.

THE CONTRACTOR SHALL COOPERATE WITH THE GOVERNING STATE AND LOCAL AGENCIES IN ALL PROCEDURES, MATERIALS AND METHODS OF CONSTRUCTION.

ALL OFF–SITE WORK INCLUDED CONSISTS OF BUT IS NOT LIMITED TO THE FOLLOWING:

CONSTRUCTION OF DRIVEWAY CONNECTIONS TO EXISTING MUNICIPAL ROADWAYS AS SHOWN ON PLANS.

PLACEMENT OF ABOVE OR BELOW GROUND UTILITIES AND CONNECTION TO EXISTING UTILITIES AS SHOWN ON PLANS.

SITE CLEARING AND DEMOLITION

ANY WORK WITHIN STREET OR HIGHWAY RIGHT–OF–WAY SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE GOVERNMENTAL AGENCIES HAVING JURISDICTION AND SHALL NOT BEGIN UNTIL THESE GOVERNING AUTHORITIES HAVE BEEN NOTIFIED AND PROPER PERMITS OBTAINED.

KEEP ALL AREAS WITHIN THE CONSTRUCTION AREA SUFFICIENTLY DAMPENED TO PREVENT DUST FROM RISING DUE TO CONSTRUCTION. COMPLY WITH ALL ANTI–POLLUTION ORDINANCES.

THIS SUBCONTRACTOR SHALL SEE TO IT THAT TRUCKS LEAVING THE SITE SHALL DO SO IN SUCH A MANNER THAT MUD AND EARTH WILL NOT BE DEPOSITED ON ADJACENT STREET PAVEMENTS. ANY MUD OR EARTH DEPOSITED ON STREET PAVEMENTS SHALL BE PROMPTLY REMOVED BY THIS SUBCONTRACTOR.

ALL CLEARING SHALL BE PERFORMED IN A MANNER SUCH AS TO PREVENT ANY WASH–OFF OF SOILS FROM THE SITE INTO STREAMS AND/OR STORM DRAINAGE SYSTEMS. APPROPRIATE SEDIMENTATION PONDS, DIKES, COLLARS, AND FILTER MEDIA SHALL BE EMPLOYED TO INSURE COMPLIANCE WITH THESE REQUIREMENTS. WHERE A SPECIFIC STATUTE GOVERNS THESE PROCEDURES, SUCH STATUTE SHALL BE COMPLIED WITH IN IT'S ENTIRETY.

TOPSOIL IS DEFINED AS FRIABLE CLAY LOAM SURFACE SOIL FOUND IN A DEPTH OF NOT LESS THAN 4" SATISFACTORY TOPSOIL IS REASONABLY FREE OF SUBSOIL, CLAY LUMPS, STONES, AND OTHER OBJECTS OVER 2" IN DIAMETER, AND WITHOUT WEEDS, ROOTS, AND OTHER OBJECTIONABLE MATERIAL.

STRIP TOPSOIL TO WHATEVER DEPTHS ENCOUNTERED IN A MANNER TO PREVENT INTERMINGLING WITH UNDERLYING SUBSOIL OTHER OBJECTIONABLE MATERIAL.

REMOVE HEAVY GROWTHS OF GRASS FROM AREAS BEFORE STRIPPING. WHERE TREES ARE INDICATED TO BE LEFT STANDING, STOP TOPSOIL STRIPING A SUFFICIENT DISTANCE TO PREVENT DAMAGE TO MAIN ROOT SYSTEM. DISPOSE OF UNSUITABLE OR EXCESS TOPSOIL SAME AS WASTE MATERIAL, HEREIN SPECIFIED.

BURNING WILL NOT BE PERMITTED ON PROJECT SITE.

ALL EXISTING STRUCTURES, UTILITIES AND OTHER OBSTACLES IN CONFLICT WITH THE PROPOSED FACILITY SHALL BE REMOVED AND DISPOSED OF IN A LEGAL MANNER. SEE OTHER UTILITY AND MISCELLANEOUS NOTES CONCERNING REMOVAL.

ALLOW TESTING SERVICES TO INSPECT AND APPROVE SUBGRADE AND FILL LAYERS BEFORE FURTHER CONSTRUCTION WORK IS PERFORMED.

ATTENTION IS CALLED TO THE FACT THAT THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES TO OBTAIN LOCATIONS OF ALL EXISTING UTILITIES OR OBSTRUCTIONS WHICH HE MAY ENCOUNTER DURING CONSTRUCTION.

AFTER LOCATION OF UTILITIES BY THE APPROPRIATE UTILITY COMPANY, IT IS THE CONTRACTOR'S LIABILITY TO PROTECT ALL SUCH UTILITY LINES, INCLUDING SERVICE LINES AND APPURTENANCES, AND TO REPLACE AT HIS OWN EXPENSE ANY WHICH MAY BE DAMAGED BY THE CONTRACTOR'S EQUIPMENT OR FORCES DURING CONSTRUCTION.

TO PROTECT PERSON FROM INJURY AND TO AVOID PROPERTY DAMAGE, ADEQUATE BARRICADES, CONSTRUCTION SIGNS, TORCHES, RED LANTERNS AND GUARDS AS REQUIRED SHALL BE PLACED AND MAINTAINED DURING THE PROGRESS OF THE CONSTRUCTION WORK.

ADEQUATE PROVISION SHALL BE MADE FOR THE FLOW OF SEWERS, DRAINS, AND WATER COURSES ENCOUNTERED DURING CONSTRUCTION, AND THE STRUCTURES WHICH MAY HAVE BEEN DISTURBED SHALL BE SATISFACTORILY RESTORED BY THE CONTRACTOR.

EXCAVATING, FILLING AND GRADING

ALL ON AND OFF–SITE WORK INCLUDED CONSISTS OF BUT IS NOT LIMITED TO THE FOLLOWING:

ALL ON AND OFF–SITE PREPARATION WORK FOR EXCAVATION, PIPE BED PREPARATION AND BACKFILL FOR UNDERGROUND UTILITIES.

COMPACTION OF BACKFILL.

REMOVAL OF ALL EXCESS OR UNUSABLE MATERIAL.

APPROVAL REQUIRED: ALL FILL MATERIAL SHALL BE SUBJECT TO APPROVAL OF THE GEO–TECHNICAL ENGINEER.

ALL ON–SITE FILL MATERIAL SHALL BE SOIL–ROCK MIXTURE WHICH IS FREE FROM ORGANIC MATTER (LESS THAN 3% BY IGNITION), AND OTHER DELETERIOUS SUBSTANCE. IT SHALL CONTAIN NO ROCKS OR LUMPS OVER SIX (6) INCHES IN GREATEST DIMENSION AND NOT MORE THAN 15% OF THE ROCKS OR LUMPS BY DRY WEIGHT, SHALL BE LARGER THAN 2 AND 1/2 INCHES IN GREATEST DIMENSION.

ALL IMPORTED FILL MATERIAL SHALL MEET THE REQUIREMENTS OF ON–SITE FILL MATERIAL AND SHALL IN ADDITION, BE PREDOMINANTLY GRANULAR WITH A MAXIMUM PARTICLE SIZE OF TWO (2) INCHES AND A PLASTICITY INDEX OF 12 OR LESS.

ALL ON–SITE FILL MATERIAL USED FOR TRENCH AND STRUCTURAL BACKFILL SHALL MEET THE REQUIREMENTS OF ARTICLE ABOVE.

ALL IMPORTED COHESIONLESS MATERIAL USED FOR TRENCH AND STRUCTURAL BACKFILL SHALL BE FREE FROM ORGANIC SUBSTANCE (LESS THAN 3% BY IGNITION) AND OTHER DELETERIOUS MATTER, SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.

PRIOR TO ALL WORK OF THIS SECTION, CONTRACTOR IS TO BECOME THOROUGHLY FAMILIAR WITH THE SITE, THE SITE CONDITIONS, AND ALL PORTIONS OF THE WORK, FALLING WITHIN THIS SECTION.

DO NOT ALLOW OR CAUSE ANY OF THE WORK PERFORMED OR INSTALLED TO BE COVERED UP OR ENCLOSED BY WORK OF THIS SECTION PRIOR TO ALL REQUIRED INSPECTIONS, TESTS AND APPROVALS.

AFTER THE WORK HAS BEEN COMPLETELY TESTED, INSPECTED AND APPROVED, MAKE ALL REPAIRS AND REPLACEMENTS NECESSARY TO RESTORE THE WORK TO THE CONDITION IN WHICH IT WAS FOUND AT THE TIME OF UNCOVERING, ALL AT NO ADDITIONAL COST TO THE OWNER.

FOR SETTING AND ESTABLISHING FINISH ELEVATIONS AND LINES, SECURE THE SERVICES OF A REGISTERED CIVIL ENGINEER OR LAND SURVEYOR ACCEPTABLE TO THE OWNER. CAREFULLY PRESERVE ALL DATA AND ALL MONUMENTS SET BY THE CIVIL ENGINEER OR LAND SURVEYOR, AND IF DISPLACED OR LOST, IMMEDIATELY REPLACE TO THE APPROVAL OF THE OWNER AND AT NO ADDITIONAL COST TO THE OWNER.

PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, SERVICES, ETC. NECESSARY AND INCIDENTAL TO THE COMPLETION OF ALL EARTHWORK AS SHOWN ON THE DRAWINGS AND SPECIFICATIONS. ALL OFF–SITE WORK INCLUDED CONSISTS OF BUT IS NOT LIMITED TO THE FOLLOWING: THIS WORK CONSISTS OF GRADING IN ORDER TO ACHIEVE FINISHED ELEVATIONS SHOWN ON THE CONSTRUCTION PLANS.

ALL GRADED SURFACES SHALL BE SMOOTH AND UNIFORM, WITHOUT ABRUPT CHANGES IN SLOPE OR GRADE. AREAS TO BE COVERED WITH PAVING SHALL BE TRIMMED TO THE REQUIRED ELEVATIONS AND SLOPES. FINISHED SURFACES IN ALL OTHER AREAS MAY VARY UP TO 0.1 FEET FROM THE REQUIRED ELEVATIONS.

PERFORM EXCAVATION WORK IN COMPLIANCE WITH APPLICABLE REQUIREMENTS OF GOVERNING AUTHORITIES HAVING JURISDICTION. ALL MATERIALS AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH SECTION 120 OF THE STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, LATEST EDITION.

EMPLOY, AT CONTRACTOR'S EXPENSE, DESIGN LABORATORY TO PERFORM SOIL TESTING AND INSPECTION SERVICE FOR QUALITY CONTROL TESTING DURING EARTHWORK OPERATIONS. SUBMIT FOLLOWING REPORTS DIRECTLY TO ENGINEER AND COPIES TO CITY ENGINEERING DEPARTMENT FROM THE TESTING SERVICES, WITH COPY TO THE CONTRACTOR.

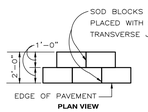
TEST REPORTS ON BORROW MATERIAL.

FIELD DENSITY TEST REPORTS.

ONE OPTIMUM MOISTURE–MAXIMUM DENSITY CURVE FOR EACH TYPE OF SOIL ENCOUNTERED.

WHERE REQUIRED, THE SITE SHALL BE EXCAVATED TO THE GRADES COURSE. EXCAVATED MATERIAL THAT IS SUITABLE SHALL BE USED IN THE FILL SECTIONS OF THE SITE. NO SUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE. ANY EXCESS SUITABLE MATERIAL SHALL BE PLACED AT THE DIRECTION OF THE ENGINEER.

EXCAVATION FOR MANHOLES, CATCH BASINS, AND OTHER ACCESSORIES SHALL BE SUFFICIENT TO LEAVE AT LEAST 12 INCHES IN THE CLEAR BETWEEN THEIR OUTER SURFACES AND THE EMBANKMENT OF TIMBER THAT MAY BE USED TO PROTECT THEM.



PLAN VIEW

THIS WORK CONSISTS OF SODDING AREAS CLEARED DURING CONSTRUCTION AND NOT PAVED, OR AS OTHERWISE SHOWN ON THE CONSTRUCTION PLANS. ALL MATERIAL AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH SECTION 570, 571, 573, OR 575 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, LATEST REVISION.

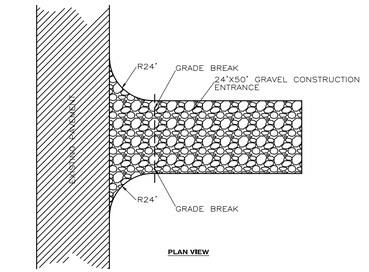
USE ST. AUGUSTINE GRASS (FLORATAM) SOD. THE SOD SHALL BE LIVE, FRESH AND UNINJURED AT THE TIME OF PLANTING AND SHALL HAVE A THICK MAT OF ROOTS WITH ENOUGH ADHERING SOIL TO ASSURE GROWTH. APPLY SOD WITHIN 72 HOURS OF CUTTING OR STACKING TO KEEP MOIST.

PREPARE THE GROUND BY LOOSENING THE SOIL. PLACE SOD ON THE PREPARED SOIL WITH EDGES IN CLOSE CONTACT. STAGGER THE SOD PIECES SO AS TO AVOID A CONTINUOUS DOWNHILL SEAM. TAMP THE OUTER EDGES OF THE SODDED AREA TO PRODUCE A SMOOTH CONTOUR.

KEEP SOD CONTINUOUSLY MOIST TO A DEPTH BELOW THE ROOT ZONE FOR THREE WEEKS AFTER PLACEMENT.

SODDING DETAIL

NOT TO SCALE

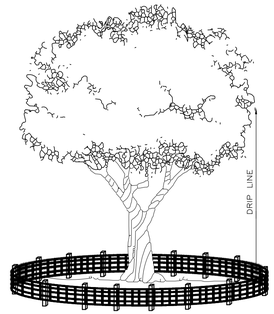


NOTE:

1. GRAVEL CONSTRUCTION ENTRANCE SHALL BE 24' WIDE AND 50' LONG.
2. CONSTRUCTION ENTRANCE SHALL BE 6" OF #57 STONE OVERLAYING FILTER FABRIC.
3. ALGEBRAIC DIFFERENCE OF SLOPE FROM EXISTING ROAD AND SLOPE FROM EDGE OF PAVEMENT TO GRADE BREAK SHALL NOT EXCEED 12%.
4. CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT–OF–WAYS.
5. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT–OF–WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR BASIN.

CONSTRUCTION ENTRANCE DETAIL

NOT TO SCALE



CORD FENCE – POSTS WITH A MINIMUM SIZE 2 INCHES SQUARE OR 2 INCHES IN DIAMETER SET SECURELY IN GROUND AND PROTRUDING AT LEAST 4 FEET ABOVE THE GROUND SHALL BE PLACED AT THE LIMITS OF CLEARING WITH ORANGE CONSTRUCTION MESH FENCING RUNNING BETWEEN POSTS.

TREE BARRIER DETAIL

NOT TO SCALE



SEEDING RATE ZONES

TYPE OF SEED	SEEDING RATES (LBS/AC)							
	ZONE I				ZONE II			
	COASTAL		INLAND		COASTAL		INLAND	
	MAR. TO NOV.	NOV. TO MAR.	MAR. TO OCT.	OCT. TO MAR.	FEB. TO DEC.	DEC. TO FEB.	FEB. TO DEC.	DEC. TO FEB.
PERMANENT GRASS								
UNHULLED BERMUDA	15	15	10	15	15	15	10	15
BAHIA ARGENTINA OR PENSACOLA			30	30			30	30
QUICK GROWING								
BROWN TOP MILLET	20		20		20		20	
ANNUAL RYE GRASS		20		20		20		20
TOTAL POUNDS PER ACRE	35	35	60	65	35	35	60	65

NOTE: THE SEEDING RATES SHOWN IN THIS TABLE APPLY ONLY WHEN SEED IS SPREAD BY AN APPROVED MECHANICAL SPREADER MEETING THE REQUIREMENTS OF SECTION 570 AND 577 OF THE STANDARD SPECIFICATIONS.

GENERAL NOTES

1. SPECIAL ATTENTION IS TO BE DIRECTED TO THE CONSTRUCTION OF THE REQUIRED 1" DROP–OFF AT EDGE OF PAVEMENT.
2. FERTILIZE ENTIRE UNPAVED SHOULDER AND FRONT SLOPE TO TOE OF SLOPE OR BOTTOM OF DITCH.
3. TOPSOIL OBTAINED FROM BORROW PITS OR OTHER SOURCES MAY BE USED IN LIEU OF EXCAVATED TURF AND TOPSOIL WHEN ECONOMICALLY FEASIBLE. NO ADDITIONAL PAYMENT WILL BE MADE FOR SUBSTITUTING TOPSOIL FOR EXCAVATED TURF OR TOPSOIL.

TOPSOIL: IF THE QUANTITY OF EXISTING STORED OR EXCAVATED TOPSOIL IS INADEQUATE FOR PLANTING, SUFFICIENT ADDITIONAL TOPSOIL SHALL BE FURNISHED. TOPSOIL FURNISHED SHALL BE A NATURAL, FERTILE, FRIABLE SOIL, POSSESSING CHARACTERISTICS OF REPRESENTATIVE PRODUCTIVE SOILS IN THE VICINITY. IT SHALL BE OBTAINED FROM NATURALLY WELL–DRAINED AREAS.

TOPSOIL SHALL BE WITHOUT ADMIXTURE OF SUBSOIL AND FREE FROM JOHNSON GRASS (SORGHUM HALEPENSE), NUT GRASS (CYPERUS ROTUNDUS) AND OBJECTIONABLE WEEDS AND TOXIC SUBSTANCES.

GROUND LIMESTONE (DOLOMITE) CONTAINING NOT LESS THAN 85 PERCENT OF TOTAL CARBONATES, AND SHALL BE GROUND TO SUCH A FINENESS THAT 50 PERCENT WILL PASS A 100–MESH SIEVE AND 90 PERCENT WILL PASS A 20–MESH SIEVE.

16–16–16 FORMULATION OF WHICH 60 PERCENT OF THE NITROGEN IS IN THE UREA–FORMALDEHYDE FORM AND SHALL CONFORM TO THE APPLICABLE STATE FERTILIZER LAWS. IT SHALL BE GRANULATED SO THAT 80 PERCENT IS HELD ON A 16–MESH SCREEN, UNIFORM IN COMPOSITION, DRY AND FREE–FLOWING. MULCH: CLEAN HAY OR FREE STRAW MULCH.

AREAS TO BE GRASSED SHALL BE GRADED TO REMOVE DEPRESSIONS, UNDULATIONS, AND IRREGULARITIES IN THE SURFACE BEFORE GRASSING.

PLACING TOPSOIL: AREAS TO BE GRASSED SHALL HAVE A MINIMUM TOPSOIL OVER OF TWO INCHES. TOPSOIL SHALL NOT BE PLACED WHEN THE SUBGRADE IS EXCESSIVELY WET, EXTREMELY DRY OR IN A CONDITION OTHERWISE DETRIMENTAL TO THE PROPOSED PLANTING OR PROPER GRADING

TILLAGE: THE AREA TO BE GRASSED SHALL BE THOROUGHLY TILLED TO A DEPTH OF FOUR INCHES USING A PLOW AND DISC HARROW OR ROTARY TILLING MACHINERY UNTIL A SUITABLE BED HAS BEEN PREPARED AND NO CLODS OR CLUMPS REMAIN LARGER THAN 1–1/2 INCHES IN DIAMETER.

APPLICATION OF LIME: THE PH OF THE SOIL SHALL BE DETERMINED. IF THE PH IS BELOW 5.0, SUFFICIENT LIME SHALL BE ADDED TO PROVIDE A PH BETWEEN 5.5 AND 6.5. THE LIME SHALL BE THOROUGHLY INCORPORATED INTO THE TOP THREE TO FOUR INCHES OF THE SOIL. LIME AND FERTILIZER MAY BE APPLIED IN ONE OPERATION.

APPLICATION OF FERTILIZER: FERTILIZER SHALL BE APPLIED AT THE RATE OF 6 POUNDS PER 1,000 SQUARE FEET AND SHALL BE THOROUGHLY INCORPORATED INTO THE TOP THREE TO FOUR INCHES OF SOIL.

ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AS SPECIFIED HEREIN. IMMEDIATELY BEFORE SEEDS ARE SOWN AND AFTER FERTILIZER AND LIME ARE APPLIED, THE GROUND SHALL BE SCARIFIED AS NECESSARY AND SHALL BE RAKED UNTIL HE SURFACE IS SMOOTH, FRIABLE, AND OF UNIFORMLY FINE TEXTURE. AREAS TO BE GRASSED SHALL BE SEEDED EVENLY WITH A MECHANICAL SPREADER, RAKED LIGHTLY, ROLLED WITH A 200–POUND ROLLER, AND WATERED WITH A FINE SPRAY.

SEEDS SHALL BE APPLIED AT THE FOLLOWING RATE:

SEEDS RATE OF APPLICATION

BERMUDA 6 LBS./1000 SQ.FT.

SEEDED AREAS SHALL BE MULCHED AT THE RATE OF NOT LESS THAN 1–1/2" LOOSE MEASUREMENT OVER ALL SEEDED AREAS. SPREAD BY HAND, BLOWER, OR OTHER SUITABLE EQUIPMENT. MULCH SHALL BE CUT INTO THE SOIL WITH EQUIPMENT CAPABLE OF CUTTING THE MULCH UNIFORMLY INTO THE SOIL. MULCHING SHALL BE DONE WITHIN 24 OURS OF THE TIME SEEDING IS COMPLETED.

AFTER SEEDING AND MULCHING, A CULTIPACKER, TRAFFIC ROLLER, OR OTHER SUITABLE EQUIPMENT SHALL BE USED FOR ROLLING THE GRASSED AREAS. AREAS SHALL THEN BE WATERED WITHIN A FINE SPRAY.

ALL AREAS TO BE GRASSED SHALL BE PROTECTED AGAINST EROSION AT ALL TIMES. FOR PROTECTION DURING WINTER MONTHS (NOVEMBER 1ST THRU MARCH 31ST) ITALIAN RYE GRASS SHALL BE PLANTED AT A RATE OF FOUR POUNDS PER 1,000 SQUARE FEET ON ALL AREAS WHICH ARE NOT PROTECTED BY PERMANENT GRASS.

SEEDING DETAIL

NOT TO SCALE

PERMIT PURPOSES ONLY

CONSTRUCTION DETAILS

ALVIN'S ISLAND #11

1073 HWY 98 E

DESTIN, FLORIDA

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5/15/25

SHEET NUMBER 7 OF 12

1296.04B – ALVIN'S ISLAND #11

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SITE DRAINAGE

ALL OFF–SITE AND ON–SITE WORK INCLUDED CONSISTS OF BUT IS NOT LIMITED TO THE FOLLOWING:

EXCAVATION, BEDDING, FILTER MATERIAL AND BACKFILL FOR ALL STORM SEWER, SUBSURFACE DRAINS AND DRAINAGE STRUCTURES.

COMPLETE INSTALLATION OF ALL STORM SEWER, SUBSURFACE DRAINS, CATCH BASINS, JUNCTION BOXES, MANHOLES, ETC., INCLUDING ALL RELATED FITTINGS, JOINTS COVERS, GRATES, FRAMES, RUNGS, ETC.

ANY WORK WITHIN STREET OR HIGHWAY RIGHT–OF–WAY SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE GOVERNMENTAL AGENCIES HAVING JURISDICTION AND SHALL NOT BEGIN UNTIL ALL OF THESE GOVERNING AUTHORITIES HAVE BEEN NOTIFIED.

POLYVINYL CHLORIDE (PVC), FOR PIPE UP TO AND INCLUDING TEN INCHES (10") IN DIAMETER, SHALL CONFORM TO ASTM D3034 SDR 35 WITH ELASTOMERIC GASKET JOINTS CONFORMING TO ASTM D3212.

REINFORCED CONCRETE PIPE, FOR PIPE TWELVE INCHES (12") IN DIAMETER AND UP, SHALL CONFORM TO ASTM C–76, CLASS IV OR AASHTO M–170 WITH BELL AND SPIGOT OR TONGUE AND GROOVE COMPRESSION JOINT CONFORMING TO ASTM C–443.

MANHOLES, CATCH BASINS, ETC. SHALL BE SIZE AND TYPE INDICATED ON THE DRAWINGS AND SHALL BE CONSTRUCTED OF THE FOLLOWING:

REINFORCED PRECAST CONCRETE MANHOLE SECTIONS INCLUDING CONCENTRIC OR ECCENTRIC CONES AND GRADE RINGS SHALL BE 4000 PSI CONCRETE AND CONFORM TO ASTM C478 OR AASHTO M–199. SECTIONS SHALL BE COMPLETE WITH 3/4" ROUND CAST IN PLACE WROUGHT IRON STEPS.

BRICK SHALL BE SOUND, HARD BURNED THROUGHOUT AND OF UNIFORM SIZE AND QUALITY AND SHALL BE IN ACCORDANCE WITH ASTM C–32, GRADE MS OR MM.

CONCRETE MASONRY SHALL BE SOLID PRECAST SEGMENTAL CONCRETE MASONRY UNITS CONFORMING TO ASTM C–139.

IRON CASTINGS SHALL CONFORM TO ASTM A–48, CLASS 30. BEARING SURFACES BETWEEN CAST IRON FRAMES, COVERS AND GRATES SHALL BE MACHINED, FITTED TOGETHER AND MATCH MARKED TO PREVENT ROCKING.

SYSTEM IDENTIFYING LETTER 2" HIGH SHALL BE STAMPED OR CAST INTO ALL COVERS SO THAT THE MAY BE PLAINLY VISIBLE.

CASTINGS SHALL BE MANUFACTURED BY EAST JORDAN IRON WORKS, INC. NEENAH FOUNDRY COMPANY, VULCAN FOUNDRY COMPANY OR EQUAL.

MANHOLE STEPS FOR BRICK OR CONCRETE MASONRY STRUCTURES SHALL BE CAST IRON ASPHALT COATED, NEENAH FOUNDRY CO. "R–1980–E" OR EQUAL.

CONCRETE AND MASONRY MATERIALS FOR CONSTRUCTION OF STORM DRAINAGE STRUCTURES SHALL CONSIST OF THE FOLLOWING:

PORTLAND CEMENT SHALL BE STANDARD BRAND OF PORTLAND CEMENT CONFORMING TO ASTM C–150, TYPE I OR II.

FINE AND COARSE AGGREGATES FOR CONCRETE SHALL BE PER ASTM C–33. AGGREGATES SHALL BE WELL GRADED FROM FINE TO COARSE WITHIN LIMITS SPECIFIED IN ASTM C–33. MAXIMUM SIZE OF COARSE AGGREGATE SHALL BE 3/4".

AGGREGATE FOR CEMENT MORTAR SHALL BE CLEAN, SHARP SAND CONFORMING TO ASTM C–144. GRADE SAND FROM COARSE TO FINE WITH 100% PASSING NO. 8 SIEVE, AND NOT OVER 10 TO 30% PASSING NO. 50 SIEVE. HYDRATED LIME SHALL COMPLY WITH ASTM C–207, TYPE S. WATER SHALL BE CLEAN AND FREE FROM DELETERIOUS MATERIALS.

ALL MATERIAL USED FOR CONCRETE AND THE DESIGN OF ALL CONCRETE MIXES SHALL CONFORM WITH THE RECOMMENDATIONS OF THE AMERICAN CONCRETE INSTITUTE (ACI 211.1–81).

ALL CONCRETE, UNLESS NOTED OTHERWISE, SHALL DEVELOP A 28–DAY COMPRESSIVE STRENGTH OF 3000 PSI.

JOINT SEALANT SHALL BE HOT LAID BITUMINOUS SEALER.

RIP RAP SHALL BE SOUND, TOUGH DURABLE ROCK OR BROKEN CONCRETE AS APPROVED BY THE GEOTECHNICAL ENGINEER. RIP RAP SHALL BE AT LEAST EIGHT INCH (8") IN ONE DIMENSION AN SHALL HAVE A VOLUME OF NOT LESS THAN 1/3 CUBIC FOOT. SMALLER PIECES PERMITTED FOR FILLING VOIDS.

REINFORCING STEEL FOR CONCRETE SHALL BE INTERMEDIATE GRADE NEW BILLET STEEL CONFORMING TO ASTM A–615, GRADE 40, WELDED WIRE MESH SHALL CONFORM TO ASTM DESIGNATION A185 FOR SMOOTH WIRE AND ASTM A497 FOR DEFORMED WIRE.

FORMS FOR FOUNDATIONS AND OTHER CONCRETE WORK SHALL BE WOOD. FORMS SHALL BE OF SUFFICIENT STRENGTH TO PREVENT DEFORMATION UNDER LOAD AND TIGHT ENOUGH TO PREVENT LEAKAGE. FOUNDATIONS MAY BE POURED AGAINST EARTH WHERE CONDITIONS PERMIT.

ALL REINFORCEMENT SHALL BE FABRICATED AND PLACED IN ACCORDANCE WITH ACI 318–77. WELDED WIRE MESH SHALL BE LAPPED 6–INCHES AT ALL EDGES.

THE MIXING, PLACING, CURING AND FINISHING OF CONCRETE SHALL COMPLY WITH ACI 304 AND ACI 318. ALL EXPOSED SURFACES SHALL BE GIVEN A HARD STEEL TROWEL FINISH WITH NO TROWEL MARKS REMAINING. NO CEMENT SHALL BE DUSTED ON THE SURFACE. ALL CONCRETE SHALL BE CURED BY COATING WITH A CLEAR CURING NO CEMENT CONFORMING TO ASTM C–309, OR BY KEEPING IT WET FOR AT LEAST SIX DAYS AFTER POURING. AFTER THE FORMS ARE STRIPPED, ALL EXPOSED CONCRETE SURFACES SHALL BE POINTED AS NEEDED AND RUBBED TO A UNIFORM FINISH.

CONCRETE, UNLESS OTHERWISE NOTED, SHALL HAVE COMPRESSIVE STRENGTH AFTER 28 DAYS OF 3000 PSI MINIMUM. MIX SHALL BE SO PROPORTIONED TO PROVIDE A MINIMUM OF 517 POUNDS OF CEMENT PER CUBIC YARD.

CONCRETE FILL BELOW GRADE FOR PIPE CRADLES ETC. MAY BE 2500 PSI AT 28 DAYS.

CONCRETE, WHERE EXPOSED TO THE WEATHER, SHALL BE AIR ENTRAINED. AIR ENTRAINMENT SHALL BE ACCOMPLISHED BY THE USE OF ADDITIVES CONFORMING TO ASTM C–260. AIR CONTENT SHALL BE 6% + 1%. ADDITIVE SHALL BE USED STRICTLY IN ACCORDANCE WITH MANUFACTURER'S PRINTED DIRECTIONS.

READY–MIX CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ASTM C–94.

CEMENT MORTAR SHALL BE AS SPECIFIED HEREINAFTER. USE METHODS OF MIXING MORTAR MATERIALS CAN BE CONTROLLED AND ACCURATELY MAINTAINED DURING WORK PROGRESS. MORTAR SHALL NOT BE MIXED IN GREATER QUANTITIES THAN SATISFACTORY WORKABILITY. RETEMPERING OF MORTAR IS NOT PERMITTED.

MORTAR FOR LAYING BRICK OR CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C–270, TYPE M, AVERAGE COMPRESSIVE STRENGTH 2500 AT 28 DAYS. MORTAR MIX SHALL BE PROPORTIONED BY VOLUME. MORTAR FOR PARGING SHALL CONSISTS OF ONE PART PORTLAND CEMENT AND TWO PARTS SAND.

MORTAR FOR GROUTING OF RIP RAP SHALL CONSIST OF ONE PART PORTLAND CEMENT AND THREE PARTS SAND.

STORM WATER SEWERS: STORM SEWERS SHALL BE INSTALLED IN LOCATIONS AND OF SIZES INDICATED ON DRAWING.

LAY PIPE, EMBED IT FIRMLY TO REQUIRED LINE AND GRADE WITH BELLS OF GROOVE END UP–GRADE. FIT ENDS TOGETHER, EXCAVATE BELL HOLES SO THAT SEWER WILL HAVE SMOOTH AND UNIFORM INVERT THROUGHOUT ITS LENGTH.

CORRUGATED METAL PIPE SHALL BE PLACED ON A FLAT BOTTOM TRENCH WITH HAUNCHES SOLIDLY SUPPORTED BY TAMPED BEDDING MATERIAL.

WHERE GROUND IS FOUND UNSUITABLE TO SUPPORT PIPE, PROVIDE CONCRETE CRADLES. DEPOSIT CONCRETE FULL WIDTH OF TRENCH 4" DEEP MINIMUM TO BOTTOM OF PIPE. REINFORCE CONTINUOUSLY WITH TWO (2) NO. 4 REINFORCING BARS. BEFORE CONCRETE IS SET, EMBED PIPE EVENLY, DEPOSIT REMAINDER OF CONCRETE TO CENTERLINE OF PIPE AND TAMP IN A MANNER TO AVOID DISTURBING PIPE.

WHERE STORM SEWER CROSSES A SANITARY SEWER OR WATER LINE AND THE STORM SEWER IS WITHIN ONE AND A HALF (1–1/2) FEET OF THE SANITARY SEWER PIPE OR WATER LINE, THE INTERSECTION OF THE PIPE OR LINE SHALL BE EMBEDDED IN CONCRETE FOR A DISTANCE OF FIVE FEET (5') EACH WAY FROM CENTERLINE OF INTERSECTION.

PROVIDE POURED CONCRETE FOUNDATIONS FOR DRAINAGE STRUCTURES.

PRECAST CONCRETE BASE MAY BE USED WHERE APPROVED BY THE GEO–TECHNICAL ENGINEER. PRECAST CONCRETE BASE MUST BE SET LEVEL ON SAND CUSHION OF NOT LESS THAN 2" NOR MORE THAN 4".

MANHOLES AND CATCH BASINS SHALL BE CONSTRUCTED OF BRICK, CONCRETE MASONRY OR PRECAST CONCRETE WITH CAST IRON FRAMES, COVERS AND MANHOLE STEPS, AS INDICATED ON DRAWINGS AND SPECIFIED HEREIN.

RIP RAP SHALL BE LAID OVER FILTER FABRIC FROM THE BOTTOM UPWARD, STONES SHALL BE LAID BY HAND WITH EIGHT (8") INCH MINIMUM DIMENSION PERPENDICULAR TO GRADE WITH WELL BROKEN JOINTS, COMPACTED AS IT GOES, TRUE TO LINE. ALL JOINTS SHALL BE FILLED WITH CEMENT MORTAR. SURFACE OF STONE TO BE EXPOSED, CLEAN JOINTS WITH SIRE BRUSH.

BEFORE BACKFILLING AROUND DRAINAGE STRUCTURES, ALL FORMS, TRASH AND DEBRIS SHALL BE REMOVED AND CLEARED AWAY. SELECTED EXCAVATED MATERIAL SHALL BE PLACED SYMMETRICALLY ON ALL SIDES IN EIGHT INCH (8") MAXIMUM LAYERS; EACH LAYER SHALL BE MOISTENED AND COMPACTED WITH MECHANICAL OR HAND TAMPERS.

INFILTRATION OF THE STORM DRAINAGE SYSTEM SHALL NOT EXCEED 0.60 GALLONS PER INCH OF INTERNAL PIPE DIAMETER PER ONE HUNDRED FEET (100') OF PIPELINE PER HOUR WITH A MAXIMUM HYDROSTATIC HEAD AT THE CENTER LINE OF THE PIPE OF TWENTY FIVE FEET (25'), OR AS REQUIRED BY GOVERNING CODE AUTHORITIES.

CATCH BASIN FRAMES AND GRATINGS: ASPHALT COATED GRAY CAST IRON, ANSI/ASTM A 48, CLASS 30 B.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUPPLY ALL MATERIALS NECESSARY TO COMPLETE DRAINAGE.

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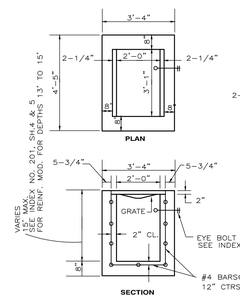
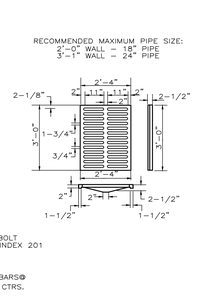




TYPE C

GENERAL NOTES

1. THESE INLETS ARE SUITABLE FOR BICYCLE AND PEDESTRIAN AREAS AND ARE TO BE USED IN DITCHES, MEDIANS AND OTHER AREAS SUBJECT TO INFREQUENT TRAFFIC LOADINGS BUT ARE NOT TO BE PLACED IN AREAS SUBJECT TO ANY HEAVY WHEEL LOADS.

2. INLETS SUBJECT TO MINIMAL DEBRIS SHOULD BE CONSTRUCTED WITHOUT SLOTS. WHERE DEBRIS IS A PROBLEM INLETS SHOULD BE CONSTRUCTED WITH SLOTS. SLOTTED INLETS LOCATED WITHIN ROADWAY CLEAR ZONES AND IN AREAS ACCESSIBLE TO PEDESTRIANS SHALL HAVE TRAVERSABLE SLOTS. THE TRAVERSABLE SLOT MODIFICATION IS NOT ADAPTABLE TO INLET TYPE H. SLOTS MAY BE CONSTRUCTED AT EITHER OR BOTH ENDS AS SHOWN ON PLANS.

3. STEEL GRATES ARE TO BE USED ON ALL INLETS WHERE BICYCLE TRAFFIC IS ANTICIPATED. STEEL GRATES ARE TO BE USED ON ALL INLETS WITH TRAVERSABLE SLOTS. EITHER CAST IRON OR STEEL GRATES MAY BE USED ON INLETS WITHOUT SLOTS WHERE BICYCLE TRAFFIC IS NOT ANTICIPATED. EITHER CAST IRON OR STEEL GRATES MAY BE USED ON ALL INLETS WITH NON–TRAVERSABLE SLOTS. SUBJECT TO THE SELECTION DESCRIBED ABOVE, WHEN ALTERNATE G GRATE IS SPECIFIED IN THE PLANS, EITHER THE STEEL GRATE, HOT DIPPED GALVANIZED AFTER FABRICATION, OR THE CAST IRON GRATE MAY BE USED, UNLESS THE PLANS STIPULATE THE PARTICULAR TYPE.

4. RECOMMENDED MAXIMUM PIPE SIZES SHOWN ARE FOR CONCRETE PIPE. PIPE SIZES LARGER THAN THOSE RECOMMENDED MUST BE CHECKED FOR FIT.

5. ALL EXPOSED CORNERS AND EDGES OF CONCRETE ARE TO CHAMFERED 3/4".

6. PAVEMENT TO BE USED ON INLETS WITHOUT SLOTS AND INLETS WITH NON–TRAVERSABLE SLOTS ONLY WHEN CALLED FOR IN THE PLANS; BUT REQUIRED ON ALL TRAVERSABLE SLOT INLETS. COST TO BE INCLUDED IN CONTRACT UNIT PRICE FOR INLETS. QUANTITIES SHOWN ARE FOR INFORMATION ONLY.

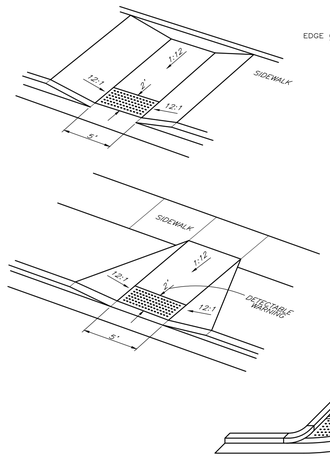
7. TRAVERSABLE SLOTS CONSTRUCTED IN EXISTING INLETS SHALL BE PAID FOR AS INLETS PARTIAL, AND SHALL INCLUDE THE COST FOR SLOT OPENINGS, PAVING AND ANY REQUIRED REPLACEMENT GRATES.

8. SODDING TO BE USED ON ALL INLETS NOT LOCATED IN PAVED AREAS AND PAID FOR UNDER CONTRACT UNIT PRICE FOR SODDING, SY.

9. FOR SUPPLEMENTARY DETAILS SEE INDEX NO. 201.

FDOT TYPE "C" INLET DETAIL

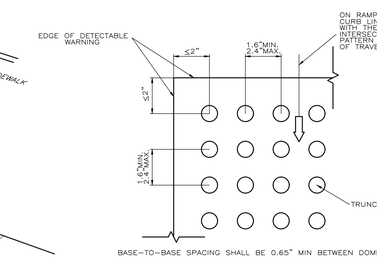
NOT TO SCALE



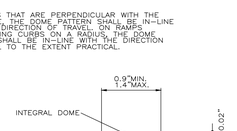
ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES FROM THE BACK OF CURB. DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX 304. TRANSITION SLOPES ARE NOT TO HAVE DETECTABLE WARNINGS.

CURB RAMP DETECTABLE WARNING DETAIL

NOT TO SCALE



PLAN VIEW



TRUNCATED DOME

CURB RAMP DETECTABLE WARNING DETAIL

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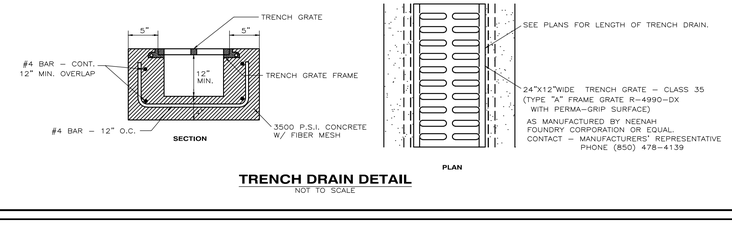
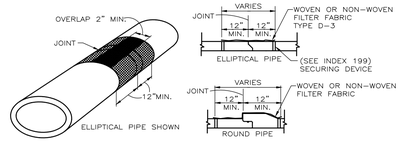


TRENCH DRAIN DETAIL

NOT TO SCALE



COST OF FILTER FABRIC JACKET TO BE INCLUDED IN COST OF PIPE CULVERTS. FOR ALL PIPE TYPES – CONCRETE PIPE SHOWN

FILTER FABRIC JACKET DETAIL

NOT TO SCALE

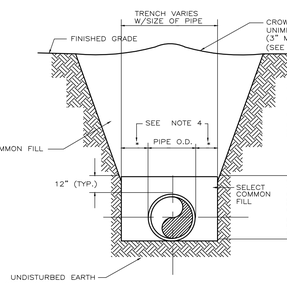
MINIMUM TECHNICAL STANDARDS CHECKLIST FOR UTILITY AS-BUILTS

CITY OF PANAMA CITY BEACH
DATED MAY, 2012

SURVEYORS AND MAPPERS MUST MEET THE FOLLOWING MINIMUM STANDARDS OF ACCURACY, COMPLETENESS AND QUALITY FOR THE CITY OF PANAMA CITY BEACH TO ACCEPT AS-BUILTS:

1. MUST IDENTIFY THE RESPONSIBLE SURVEYOR AND MAPPER.
2. SHALL STATE THE TYPE OF SURVEY IT DEPICTS AND THE PURPOSE OF THE SURVEY.
3. MUST BEAR THE NAME, CERTIFICATE OF AUTHORIZATION NUMBER, AND STREET AND MAILING ADDRESS OF THE BUSINESS ENTITY ISSUING THE AS–BUILT SURVEY, ALONG WITH THE NAME AND LICENSE NUMBER OF THE SURVEYOR IN RESPONSIBLE CHARGE.
4. MUST REFLECT A SURVEY DATE, WHICH IS THE DATE OF ACQUISITION. WHEN THE GRAPHICS OF THE AS–BUILT SURVEY ARE REVISED, BUT THE SURVEY DATE STAYS THE SAME, THE AS–BUILT SURVEY MUST LIST DATES FOR ALL REVISIONS.
5. MUST BE SIGNED AND SEALED BY THE SURVEYOR IN RESPONSIBLE CHARGE.
6. A DESIGNATED "NORTH ARROW" AND EITHER A STATED SCALE OR GRAPHIC SCALE SHALL BE SHOWN.
7. APPROPRIATE LINE TYPES, LINE WEIGHTS, AND LINE WIDTHS SHALL BE USED ON THE AS–BUILT DRAWING TO DIFFERENTIATE EXISTING FROM PROPOSED AND WATER FROM SEWER, RECLAIM, AND STORM. ALL PHYSICAL ITEMS (I.E. PIPES, VALVES, ETC.), SURVEYED BOUNDARIES, AND EASEMENTS SHOULD BE CLEARLY MARKED, AND DIMENSIONED, AND IDENTIFIED BY SIZE AND MATERIAL.
8. ALL UTILITIES IN THE PUBLIC RIGHT OF WAY AND WITHIN EASEMENTS OR TO THE END OF THE PUBLICLY OWNED PORTION OF THE UTILITY (I.E. METER AND BACKFLOW PREVENTER, CLEANOUT, ETC.) SHALL BE SHOWN WITH ASSOCIATED SIZES LABELED. THIS INCLUDES, BUT IS NOT LIMITED TO, STUB–OUTS/LATERALS, METERS, BFP'S, WATER MAINS, FORCE MAINS, GRAVITY SEWER MAINS, MANHOLES, STORM WATER PIPING AND ASSOCIATED STRUCTURES, VALVES, FIRE HYDRANTS, LIFT STATIONS, ETC. ALL PIPE LINE WORK MUST BE CONNECTED WITHIN THE SITE AS WELL AS THE CONNECTION TO EXISTING UTILITIES ADJACENT TO THE SITE (IT IS THE SURVEYOR'S RESPONSIBILITY TO COORDINATE WITH ALL CONTRACTORS FOR LOCATIONS AND SIZING). ALL UTILITY CONNECTIONS TO THE BUILDINGS MUST BE SHOWN.
9. ALL PROPOSED UTILITY/INGRESS/EGRESS EASEMENTS MUST BE SHOWN ON THE DRAWING AND MUST HAVE THE ASSOCIATED LEGAL DESCRIPTION WRITTEN.
10. EDGE OF PAVEMENT, ROADS (ASPHALT SHADED), CURBS, DRIVEWAY CONNECTIONS, BUILDINGS, PARKING LOTS, RIGHT–OF–WAY, AND STREET NAMES MUST BE SHOWN IN ALL APPLICATIONS. ALL ITEMS MENTIONED ABOVE MUST BE FIELD LOCATED.
11. IF A LIFT STATION IS TO BE DEDICATED TO THE CITY THE PLAN MUST SHOW A DETAIL SCALED AT 1"=10' SHOWING ALL IMPROVEMENTS INCLUDING: WATER AND SEWER SERVICES, MANHOLES, INVERTS, RIMS, BFP'S, YARD HYDRANTS, CONTROL PANELS, FENCING, PARCEL BOUNDARY, LEGAL DESCRIPTION OF PARCEL BOUNDARY, WET WELL, VALVE BOX, FORCE MAIN, FLOW METER (IF APPLICABLE), DRIVEWAY, GATE.
12. PROPERTY BOUNDARY MUST BE CLEARLY LABELED AND DIMENSIONED.
13. INVERTS, GRATES, TOPS, RIMS MUST BE SHOWN FOR ALL STORM WATER DRAINAGE STRUCTURES. INVERTS (PIPES AND CLEANOUTS) AND RIMS MUST BE SHOWN FOR ALL GRAVITY SEWER MANHOLES. SLOPES MUST BE SHOWN ON EACH RUN OF PIPE FOR REVIEW AND APPROVAL.
14. "AS–BUILT" PROFILE OF ALL DIRECTIONAL BORES AND JACK–AND–BORES INDICATING GRADE AND PIPE ELEVATIONS AT 10 FOOT INTERVALS SHALL BE PROVIDED ON AS–BUILT PLAN SHEETS BASED ON BORE LOGS DEVELOPED BY BORING CONTRACTOR DURING INSTALLATION. PROFILES SHALL USE HORIZONTAL STATIONING WHICH TIES TO STATIONING ON PLANS. PROFILES SHALL ALSO SHOW EXISTING SURFACE ELEVATIONS AS WELL AS ANY PROPOSED SURFACE ELEVATIONS ON THE PROFILE. SURFACE PROFILES MUST SHOW ANY PAVEMENT, SIDEWALKS, DITCHES, SWALES ETC. NOTE THAT PROFILES LOCATING PIPE SOLELY BY "DEPTH BELOW EXISTING GROUND" WILL NOT BE ACCEPTED.
15. COASTAL SETBACK LINE OR COASTAL CONSTRUCTION CONTROL LINE SHOULD BE DESIGNATED.
16. ELEVATIONS AND LOCATION OF ANY FLOOD ZONES ALONG THE FLOOD HAZARD BOUNDARIES SHALL BE DELINEATED.
17. NEARBY WETLANDS AND OTHER ENVIRONMENTALLY SIGNIFICANT RESOURCES CLEARLY LABELED.
18. STORM WATER MANAGEMENT SYSTEM FEATURES INCLUDING DIMENSIONS OF : WET AND DRY SWALES, WET AND DRY PONDS, CONVEYANCE SYSTEMS, EASEMENTS, ALONG WITH ALL ASSOCIATED M.E.S. STRUCTURES AND INVERTS, OUTFALL STRUCTURES AND INVERTS, SKIMMERS, DISCHARGE STRUCTURES AND INVERTS AND SLOT ELEVATIONS, TOP OF BANK, SLOPE OF BANK AND BOTTOM OF ALL PONDS, SWALES, CLOSED AND OPEN CONVEYANCES. FOR FEMA LOMR SUBMITTALS ALSO PROVIDE: FINISHED FLOOR ELEVATIONS, SPOT ELEVATIONS AND/OR CONTOURS SHOWING LOWEST LOT ELEVATIONS.
19. THE ENGINEER OF RECORD SHALL REVIEW AND APPROVE THE AS–BUILT PRIOR TO SUBMISSION TO THE CITY FOR FINAL APPROVAL. WRITTEN APPROVAL BY THE ENGINEER OF RECORD SHALL BE NOTED ON A TRANSMITTAL WITH A STATEMENT OF NO EXCEPTIONS TO MINIMUM STANDARDS PROVIDED HEREIN.

STORM WATER REQUIREMENTS FOR THE AS–BUILT SURVEYS ONLY APPLY TO PARCELS WITHIN CITY LIMITS. PLEASE SUBMIT THREE (3) HARD COPIES AND ONE (1) DIGITAL (AUTOCAD FORMAT & PDF) FOR REVIEW AND APPROVAL.



NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T–180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% (6" LIFTS) OF THE MAXIMUM DENSITY AS PER AASHTO T–180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. REFER TO SECTION 32.5 OF THE MANUAL FOR SHEETING AND BRACING IN EXCAVATIONS.
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY RIGHT–OF–WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT–OF–WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

TRENCHES AND EXCAVATION PITS SHALL NOT BE BACKFILLED UNTIL ALL TESTS AND INSPECTIONS COVERING THE INSTALLATION OF THE STORM DRAINAGE SYSTEM HAVE BEEN PERFORMED AND APPROVED.

ALL TIMBER SHEETING BELOW A PLANE ONE FOOT ABOVE TOP OF PIPE SHALL REMAIN IN PLACE IN ORDER NOT TO DISTURB PIPE GRADING. BEFORE BACKFILLING, REMOVE ALL OTHER SHEETING, BRACING AND SHORING. PIPE TO BE CAREFULLY COMPACTED TO NINETY FIVE PERCENT (95%) OF MAXIMUM DENSITY AS PER ASTM D–1557 UNTIL ONE FOOT (1') OF COVER EXISTS OVER PIPE.

IN STREETS, DRIVES, PARKING LOTS AND OTHER AREAS TO HAVE OR HAVING IMPROVED HARD SURFACES, BACKFILL SHALL BE MATERIAL SPECIFIED AS FOR PIPE BEDDING AND SHALL BE DEPOSITED IN SIX INCH (6") LOOSE LAYERS AS OPTIMUM MOISTURE CONTENT (+ 2%) AND COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D–1557 WHERE SERVICES OR UTILITY LINES CROSS STREET, BEDDING SHALL BE CARRIED TO FIVE FEET (5') BEHIND THE CURB, OR WHERE SIDEWALKS EXISTS, TO THE SIDE OF SIDEWALK FARTHEST AWAY FROM THE STREET.

MATERIAL USED FOR BEDDING SHALL MEET CURRENT RECOMMENDATIONS OF THE PIPE MANUFACTURER AND SHALL BE APPROVED BY THE ENGINEER. THE SPECIFIED COHESIONLESS MATERIAL SHALL BE PLACED IN THE TRENCH SIMULTANEOUSLY ON EACH SIDE OF THE PIPE TO THE FULL WIDTH OF THE TRENCH. MATERIAL WILL BE PLACED IN A MAXIMUM LIFT OF SIX (6) INCHES (COMPACTED DEPTH) TO A MINIMUM DEPTH OF ONE (1) FOOT ABOVE THE CROWN OF THE PIPE.

PERFORM ALL TRENCHING REQUIRED FOR THE INSTALLATION OF UTILITIES AS SHOWN ON PLANS AND SPECIFIED HEREIN. MAKE ALL TRENCHES OPEN VERTICAL CONSTRUCTION WITH SUFFICIENT WIDTH TO PROVIDE FREE WORKING SPACE AT BOTH SIDE OF THE TRENCH AND AROUND THE INSTALLED ITEMS AS REQUIRED FOR CAULKING, JOINING, BACKFILLING AND COMPACTING.

PROPERLY SUPPORT ALL TRENCHES IN STRICT ACCORDANCE WITH ALL PERTINENT RULES AND REGULATIONS.

GRADE THE TRENCH BOTTOM TO PROVIDE A SMOOTH, FIRM AND STABLE FOUNDATION FREE OF ROCK POINTS THROUGHOUT THE LENGTH OF THE PIPE. IN AREAS WHERE SOFT, UNSTABLE MATERIALS ARE ENCOUNTERED AT THE SURFACE UPON WHICH COHESIONLESS MATERIAL IS TO BE PLACED, REMOVE THE UNSTABLE MATERIAL AND REPLACE IT WITH MATERIAL APPROVED BY THE ENGINEER, MAKE SUFFICIENT DEPTH TO DEVELOP A FIRM FOUNDATION FOR THE ITEM BEING INSTALLED.

AT EACH JOINT IN PIPE, RECESS THE BOTTOM OF THE TRENCH AS REQUIRED INTO THE FIRM FOUNDATION IN SUCH A MANNER AS TO RELIEVE THE BELL OF THE PIPE OF ALL LOAD AND TO ENSURE CONTINUOUS BEARING OF THE PIPE BARREL ON THE FIRM FOUNDATION.

ACCURATELY SHAPE ALL PIPE SUBGRADE AND FIT THE BOTTOM OF THE TRENCH TO THE PIPE SHAPE; USE A DRAG TEMPLATE SHAPED TO CONFORM TO THE OUTER SURFACE OF THE PIPE IF OTHER METHODS DO NOT PRODUCE SATISFACTORY RESULTS. SHAPING WILL CONFORM TO THE OUTSIDE OF THE PIPE FOR A DEPTH OF NOT LESS THAN 10% OF THE TOTAL HEIGHT (OUTSIDE DIMENSION) OF THE PIPE.

PIPE TRENCHES SHALL BE EXCAVATED TO A DEPTH THAT WILL INSURE A MINIMUM OF THIRTY INCHES OF COVER LESS OTHERWISE SHOWN ON THE DRAWINGS OR DIRECTED.

BACKFILL OF EARTH AROUND MANHOLES SHALL BE FILLED WITH THOROUGHLY COMPACTED SAND OR GRAVEL AT THE EXPENSE OF THE CONTRACTOR.

TRENCHES SHALL BE BACKFILLED WITH EXCAVATED MATERIALS, FREE FROM LARGE CLODS OR STONES. BACKFILL SHALL BE DEPOSITED IN LAYERS NOT TO EXCEED 6–INCHES (6") IN THICKNESS, MOISTENED, AND COMPACTED TO DENSITY EQUAL TO OR GREATER THAN 95% OF THE MAXIMUM DENSITY OF AASHTO STANDARD METHOD T–99 , TO A MINIMUM DEPTH OF 12–INCHES OVER THE PIPE. THE REMAINDER OF THE BACKFILL SHALL BE PLACED IN 8–INCH LAYERS COMPACTED TO 95% MAXIMUM DENSITY UNLESS THE BACKFILL IS BENEATH PAVED OR BUILDING AREAS IN WHICH CASE IT SHALL BE COMPACTED TO 95% OF A MODIFIED PROCTOR.

EXCAVATIONS FOR PIPE LAYING OPERATIONS SHALL BE CONSTRUCTED IN

SITE UTILITIES

MATERIALS: WHERE GROUND IS FOUND UNSUITABLE TO SUPPORT PIPE, PROVIDE CRADLES OF 2500 PSI. CONCRETE FULL WIDTH OF TRENCH WITH TWO NO. 4 REINFORCING BARS CONTINUOUSLY ALONG THE BOTTOM OF PIPE.

BACKFILL, UNLESS OTHERWISE NOTED, SHALL BE COARSE SAND, FINE GRAVEL OR EARTH HAVING A LOW PLASTICITY INDEX, FREE OF ROCKS, DEBRIS AND OTHER FOREIGN MATERIALS AND DEFINED AS ALL PASSING THROUGH A 3/8" SIEVE AND NOT MORE THAN TEN PERCENT (10%) BY VOLUME PASSING THROUGH A 200 MESH SIEVE.

UTILITY PIPING AND FITTINGS SHALL BE SIZE AND TYPE INDICATED ON THE DRAWINGS AND SHALL CONFORM TO THE FOLLOWING: MANHOLES STRUCTURES SHALL BE SIZE AND TYPE INDICATED ON THE DRAWINGS AND SHALL BE CONSTRUCTED OF THE FOLLOWING:

REINFORCED PRECAST CONCRETE MANHOLE SECTIONS INCLUDING CONCENTRIC OR ECCENTRIC CONES AND GRADE RINGS SHALL BE 4000 PSI. CONCRETE AND CONFORM TO ASTM C-478 OR AASHTO M-199. SECTIONS SHALL BE COMPLETE WITH 3/4" ROUND CAST IN PLACE WROUGHT IRON STEPS.

BRICK SHALL BE SOUND, HARD BURNED THROUGHOUT AND OF UNIFORM SIZE AND QUALITY AND SHALL BE IN ACCORDANCE WITH ASTM C-32, GRADE MS OR MM.

CONCRETE MASONRY SHALL BE SOLID PRECAST SEGMENTAL CONCRETE MASONRY UNITS CONFORMING TO ASTM C-139.

IRON CASTING SHALL CONFORM TO ASTM A-48, CLASS 30. BEARING SURFACES BETWEEN CAST IRON FRAMES, COVERS, GRATES SHALL BE MACHINED, FITTED TOGETHER AND MATCH MARKED TO PREVENT ROCKING. SYSTEM IDENTIFYING LETTER 2" HIGH SHALL BE STAMPED OR CAST INTO ALL COVERS SO THAT THEY MAY BE PLAINLY VISIBLE. CASTING SHALL BE MANUFACTURED BY EAST JORDAN IRON WORKS, INC., NEENAH FOUNDRY COMPANY OR EQUAL.

CONCRETE AND MASONRY MATERIALS FOR CONSTRUCTION OF SITE UTILITY STRUCTURES AND PADS SHALL CONSIST OF THE FOLLOWING:

PORTLAND CEMENT SHALL BE STANDARD BRAND OF PORTLAND CEMENT CONFORMING TO ASTM C-150, TYPE I OR II.
FINE OR COARSE AGGREGATES FOR CONCRETE SHALL BE PER ASTM C-33. AGGREGATES SHALL BE WELL GRADED FROM FINE TO COARSE WITHIN LIMITS SPECIFIED IN ASTM C-33. MAXIMUM SIZE OF COARSE AGGREGATE SHALL BE 3/4".
AGGREGATE FOR CEMENT MORTAR SHALL BE CLEAN, SHARP SAND CONFORMING TO ASTM C-144. GRADE SAND FROM COARSE TO FINE WITH 100% PASSING NO. 8 SIEVE, AND NOT OVER 10% TO 30% PASSING NO. 50 SIEVE.
HYDRATED LIME SHALL COMPLY WITH ASTM C-207, TYPE S.
WATER SHALL BE CLEAN AND FREE FROM DELETERIOUS MATERIALS.

REINFORCING STEEL FOR CONCRETE SHALL BE INTERMEDIATE GRADE NEW BILLET STEEL CONFORMING TO ASTM A-615, GRADE 40.

FORMS FOR CONCRETE WORK SHALL BE WOOD. FORMS SHALL BE SUFFICIENT STRENGTH TO PREVENT DEFORMATIONS UNDER LOAD AND TIGHT ENOUGH TO PREVENT LEAKAGE. FOUNDATIONS MAY BE POURED AGAINST EARTH WHERE CONDITIONS PERMIT.

CONCRETE, UNLESS OTHERWISE NOTED, SHALL HAVE COMPRESSIVE STRENGTH AFTER 28 DAYS OF 3000 PSI MINIMUM. MIX SHALL BE SO PROPORTIONED TO PROVIDE A MINIMUM OF 517 POUNDS OF CEMENT PER CUBIC YARD. CONCRETE FILL BELOW GRADE FOR THRUST BLOCKS, PIPE CRADLES ETC. MAY BE 2500 PSI. AT 28 DAYS.

CONCRETE, WHERE EXPOSED TO THE WEATHER, SHALL BE AIR ENTRAINED. AIR ENTRAINMENT SHALL BE ACCOMPLISHED BY THE USE OF ADDITIVES CONFORMING TO ASTM C-260. AIR CONTENT SHALL BE 6% + 1%. ADDITIVE SHALL BE USED IN STRICT ACCORDANCE WITH MANUFACTURER'S PRINTED DIRECTIONS.

READY-MIX CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-94.

TYPE M, AVERAGE COMPRESSIVE STRENGTH 2500 PSI. AT 28 DAYS. MORTAR MIX SHALL BE PROPORTIONED BY VOLUME.

MORTAR FOR PARGING SHALL CONSIST OF ONE PART PORTLAND CEMENT AND TWO PARTS SAND.

BACKFILL SHALL BE SAME MATERIAL SPECIFIED FOR PIPE BEDDING. WHERE SERVICE OR UTILITY LINES CROSS A STREET, BEDDING SHALL BE CARRIED TO FIVE FEET (5') BEHIND THE CURB, OR WHERE SIDEWALKS EXIST, TO THE SIDE OF THE SIDEWALK FARTHEST AWAY FROM THE STREET.

FLUSHING REQUIREMENTS FOR WATER AND SEWER FORCE MAINS

FLUSHING TIME SHALL BE AT LEAST THAT AMOUNT OF TIME NEEDED TO FLUSH 6 TIMES THE PIPE VOLUME AFTER 3 FPS VELOCITY IS REACHED OR UNTIL CLEAR, WHICHEVER IS LONGER. MAXIMUM LENGTH OF PIPE BETWEEN FLUSHING ASSEMBLIES SHALL BE 5,000 FEET.

SEWER COLLECTION SYSTEM

POLY (VINYL CHLORIDE) PIPE (PVC): PLASTIC GRAVITY SEWER PIPE AND FITTINGS SHALL BE UNPLASTICIZED POLYVINYL CHLORIDE (PVC) MEETING AND/OR EXCEEDING ASTM SPECIFICATIONS D-3034 (LATEST EDITION).

PIPE LENGTHS SHALL NOT EXCEED 20 FEET AND PROVISIONS SHALL BE MADE AT EACH JOINT TO ACCOMMODATE EXPANSION AND CONTRACTIONS.

COMPLY WITH REQUIREMENTS OF FS RR-F-621, FOR TYPE AND STYLE REQUIRED.

MATERIALS FOR SEWER FORCE MAINS: PVC PIPE FOR FORCE MAINS SHALL CONFORM TO THE REQUIREMENTS OF ASTM SDR-21 FOR PRESSURE RATING OF 200 PSI 230 C (73 DEGREES F). HDPE FORCE MAIN SHALL BE SDR-11. PIPE JOINTS SHALL BE INTEGRAL BELL AND SPIGOT TYPE WITH RUBBER RING SEALING GASKET. THE PIPE BELL SHALL BE DESIGNED TO BE AT LEAST AS STRONG AS THE PIPE WALL. STANDARD LENGTHS SHALL BE 20 FEET, EXCEPT THAT 15% OF TOTAL FOOTAGE FOR A PARTICULAR PROJECT MAY BE RANDOM LENGTHS OF NOT LESS THAN 10 FEET EACH. EACH PIECE OF PIPE SHALL BE TESTED BY THE MANUFACTURER OF 6000 PSI FOR A MINIMUM OF 5 SECONDS. THE BELL SHALL BE TESTED WITH THE PIPE. ALL PIPE SHALL BE LISTED BY UNDERWRITER'S LABORATORIES, INC., AND BY FACTORY MUTUAL AS APPROVED FOR USE IN UNDERGROUND MUNICIPAL WATER DISTRIBUTION SYSTEMS AND PRIVATE FIRE PROTECTION SYSTEM. CAST IRON OR DUCTILE IRON FITTINGS SHALL BE USED WITH PVC PIPE.

CAST IRON FITTINGS SHALL BE MECHANICAL JOINT AND SHALL CONFORM TO ANSI SPECIFICATION A21.10 FOR SIZES 3 INCHES THROUGH 12 INCHES AND SHALL BE CLASS 250. FITTINGS 14 INCHES AND LARGER SHALL BE CLASS 150 AND SHALL BE OF THE DIMENSIONS AND METAL THICKNESSES AS SHOWN IN THE HANDBOOK OF CAST IRON PIPE AS PUBLISHED BY THE CAST IRON PIPE RESEARCH ASSOCIATION. CAST IRON FITTINGS MAY BE USED IN DUCTILE IRON OR CAST IRON LINES, EXCEPT WHERE SHOWN OTHERWISE ON THE DRAWINGS.

DUCTILE IRON FITTINGS SHALL BE DESIGNED FOR PRESSURE RATING OF 250 PSI AND SHALL BE IN ACCORDANCE WITH ANSI SPECIFICATIONS A21.10. FITTING SHALL BE MECHANICAL JOINT. DUCTILE IRON FITTINGS MAY BE USED IN DUCTILE IRON OR CAST IRON LINES, EXCEPT WHERE SHOWN OTHERWISE ON THE DRAWINGS.

THE EXTERIOR OF ALL CAST IRON AND DUCTILE IRON FITTINGS SHALL BE COATED WITH AN APPROVED BITUMINOUS COATING. THE INTERIOR OF THE PIPE SHALL BE EPOXY LINED (PROTECTO 401) IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION (40 MILS NOMINAL DRY FILM THICKNESS).

MATERIALS FOR CONCRETE MANHOLES: PRECAST OF CAST-IN-PLACE, AT CONTRACTOR'S OPTION. USE CONCRETE WHICH WILL ATTAIN A 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI.

INSPECTIONS AND TESTS: IT IS IMPERATIVE THAT ALL SEWERS AND MANHOLES BE BUILT PRACTICALLY WATERTIGHT AND THAT THE CONTRACTOR MUST ADHERE RIGIDLY TO THE SPECIFICATIONS FOR MATERIAL AND WORKMANSHIP.

THE ALLOWABLE LIMIT OF GROUNDWATER INFILTRATION FOR THE GRAVITY SYSTEM OF NEW SEWERS OR ANY ONE TRUNK, OR INTERCEPTOR, SHALL BE IN COMPLETE ACCORDANCE WITH ASTM 425-71T AND SHALL NOT EXCEED A LIMIT OF INFILTRATION EQUAL TO 0.2 GAL/INCH DIAMETER/HOUR/100 LINEAR FEET OF PIPE.

THE TEST WILL BE MADE BY MEASURING THE INFILTRATED FLOW OF WATER OVER A MEASURING WEIR SET UP IN THE INVERT OF THE SEWER, OR BY ALTERNATE METHOD APPROVED BY THE ENGINEER, A KNOWN DISTANCE FROM A TEMPORARY BULKHEAD OR OTHER LIMITING POINT OF INFILTRATION. AFTER THE SEWER OF SEWERS HAVE BEEN PUMPED OUT, AND NORMAL INFILTRATION CONDITIONS PREVAIL, TESTS SHALL BE STARTED.

TESTS SHALL BE RUN CONTINUOUSLY FOR A PERIOD OF NOT LESS THAN THREE HOURS, WITH WEIR READINGS TAKEN AT 20 MINUTE INTERVALS.

PRESSURE AND LEAKAGE TESTS OF SEWAGE FORCE MAIN PIPING

CONTRACTOR SHALL FURNISH ALL GAUGES, METERS, PRESSURE PUMPS, EQUIPMENT, FITTINGS, AND LABOR NEEDED TO TEST THE LINE. THE COST OF THESE ITEMS SHALL BE INCLUDED IN THE PRICE OF THE PIPE. CONTRACTOR SHALL NOTIFY ENGINEER 48 HOURS PRIOR TO START OF TEST. ALL PIPE INSTALLED SHALL BE TESTED AND WRITTEN ACCEPTANCE ISSUED BY THE ENGINEER PRIOR TO CONNECTION OF NEW LINE TO EXISTING LINES.

THE CONTRACTOR MAY TEST THE SYSTEM WITH JOINTS EXPOSED OR BACKFILLING COMPLETE AT HIS OPTION. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL WATER USED. CARE SHALL BE USED TO PREVENT BACKFLOW OF TEST WATER INTO POTABLE WATER SOURCE. POTABLE WATER SOURCE SHALL BE DISCONNECTED PRIOR TO PRESSURIZING TEST LINE. WATER USED DURING TEST SHALL BE TAKEN FROM A CONTAINER, NOT DIRECTLY FROM THE EXISTING WATER SYSTEM.

AT LEAST 24 HOURS PRIOR TO THE START OF THE PRESSURE AND LEAKAGE TEST, PRESSURE SHALL BE RAISED TO 150 PSIG AND HELD TO ALLOW ANY "SOIL CREEP" OR OTHER STRESS RELAXATION TO OCCUR. IF ANY PRESSURE REDUCTION OCCURS DURING THE 24 HOUR "SHAKEDOWN" PERIOD, REESTABLISH THE REQUIRED HYDROSTATIC TEST PRESSURE, THEN PROCEED WITH THE LEAKAGE TEST.

THE PRESSURE REQUIRED FOR THE FIELD HYDROSTATIC PRESSURE TEST SHALL BE 150 PSI. THE CONTRACTOR SHALL PROVIDE TEMPORARY PLUGS AND BLOCKING NECESSARY TO MAINTAIN THE REQUIRED TEST PRESSURE. CORPORATION COCKS AT LEAST ¾ INCHES IN DIAMETER, PIPE RISERS AND ANGLE GLOBE VALVES SHALL BE PROVIDED AT EACH PIPE DEAD-END AND HIGH POINTS IN ORDER TO BLEED AIR FROM THE LINE. DURATION OF PRESSURE TEST SHALL BE AT LEAST TWO HOURS. ALL LEAKS EVIDENT AT THE SURFACE SHALL BE REPAIRED AND LEAKAGE ELIMINATED REGARDLESS OF TOTAL LEAKAGE AS SHOWN BY TEST. LINES WHICH FAIL TO MEET TESTS SHALL REPAIRED AND RETESTED AS NECESSARY UNTIL TEST REQUIREMENTS ARE COMPLIED WITH. DEFECTIVE MATERIALS, PIPES, VALVES AND ACCESSORIES SHALL BE REMOVED AND REPLACED. THE PIPE LINES SHALL BE TESTED IN SUCH SECTION AS MAY BE DIRECTED BY THE ENGINEER BY SHUTTING VALVES OR INSTALLING TEMPORARY PLUGS AS REQUIRED. THE LINE SHALL BE FILLED WITH WATER; ALL AIR REMOVED, AND TEST PRESSURE SHALL BE MAINTAINED IN THE PIPE FOR THE ENTIRE TEST PERIOD BY MEANS OF A GASOLINE OR ELECTRIC DRIVEN TEST PUMP TO BE FURNISHED BY THE CONTRACTOR. ACCURATE MEANS SHALL BE PROVIDED FOR MEASURING THE WATER REQUIRED TO MAINTAIN THIS PRESSURE. THE AMOUNT OF WATER REQUIRED IS A MEASURE OF THE LEAKAGE.

NO PIPE INSTALLATION WILL BE ACCEPTED UNTIL THE LEAKAGE (EVALUATED ON A PRESSURE BASIS OF 150 PSI) IS LESS THAN 2.2 GALLONS PER 24 HOURS PER THOUSAND FEET PER INCH NOMINAL DIAMETER. THE FOLLOWING TABULATES THE ALLOWABLE LEAKAGE:

ALLOWABLE LEAKAGE PER 1000 FT OF PIPELINE (IN GALLONS)

DURATION OF TEST	2	3	4	6	8	10	12	14
1 HOUR	0.18	0.28	0.37	0.55	0.74	0.92	1.10	1.29
2 HOURS	0.37	0.55	0.74	1.10	1.47	1.84	2.20	2.57

WHERE ANY SECTION OF A MAIN IS PROVIDED WITH CONCRETE REACTION BACKING THE HYDROSTATIC PRESSURE TEST SHALL NOT BE MADE UNTIL AT LEAST FIVE (5) DAYS HAVE ELAPSED AFTER THE CONCRETE REACTION BACKING WAS INSTALLED. IF HIGH EARLY-STRENGTH CEMENT IS USED IN THE CONCRETE REACTION BACKING, THE HYDROSTATIC PRESSURE TEST SHALL NOT BE MADE UNTIL AT LEAST THREE (3) DAYS HAVE ELAPSED.

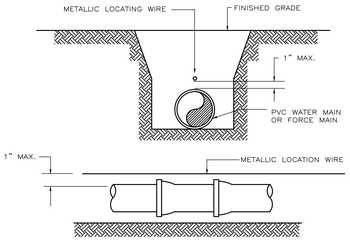
LEAKAGE TESTS FOR GRAVITY SEWER

LINES SHALL BE TESTED FOR LEAKAGE BY LOW PRESSURE AIR TESTING. LOW PRESSURE AIR TESTING FOR CONCRETE PIPES SHALL BE AS PRESCRIBED IN ASTM C 828. LOW PRESSURE AIR TESTING FOR PVC PIPE SHALL BE AS PRESCRIBED IN ASTM F1417, AND PRESSURE DROP LIMITS SHALL BE DETERMINED BY USING ASTM F1417, TABLE 1, SHOWN BELOW. LOW PRESSURE AIR TESTING PROCEDURES FOR OTHER PIPE MATERIALS SHALL USE THE PRESSURES AND TESTING TIMES PRESCRIBED IN ASTM C 828 AND ASTM C 924, AFTER CONSULTATION WITH THE PIPE MANUFACTURER. VISIBLE LEAKS ENCOUNTERED SHALL BE CORRECTED REGARDLESS OF LEAKAGE TEST RESULTS. WHEN LEAKAGE EXCEEDS THE MAXIMUM AMOUNT SPECIFIED, SATISFACTORY CORRECTION SHALL BE MADE AND RETESTING ACCOMPLISHED. TESTING, CORRECTION, AND RETESTING SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.

ASTM F1417 TABLE 1
MINIMUM SPECIFIED TIME REQUIRED FOR 1.0 PSIG PRESSURE DROP FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q=0.0015

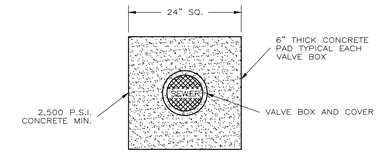
1. SEE PRACTICE UNI-B-6-90.
2. CONSULT WITH PIPE AND APPURTENANCE MANUFACTURER FOR MAXIMUM TEST PRESSURE FOR PIPE SIZE GREATER THAN 30IN DIA.

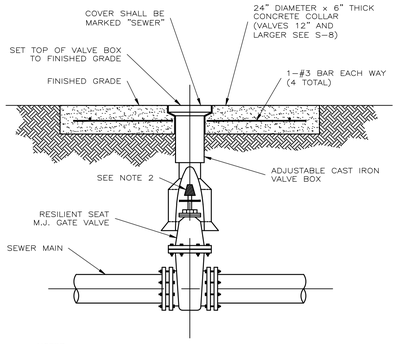
PIPE DIAMETER IN.	MINIMUM TIME MIN:S	LENGTH FOR MINIMUM TIME,FT	TIME FOR LONGER LENGTH,S	SPECIFICATION TIME FOR LENGTH (L) SHOWN, MIN:S							
				100FT	150FT	200FT	250FT	300FT	350FT	400FT	450FT
4	3:46	597	0.380L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	0.854L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342L	14.10	14.10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470L	19.50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46



NOTES:
1. PVC PIE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (12 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE BURIED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE.
2. LOCATING WIRE SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING 12" ABOVE TOP OF BOX IN SUCH A MANNER SO AS NOT TO INTERFERE WITH VALVE OPERATION.
3. USE DUCT TAPE AS NECESSARY TO HOLD WIRE DIRECTLY ON THE TOP OF THE PIPE.
4. ALL SPLICES SHALL BE MADE USING A WATER TIGHT SEALING METHOD APPROVED BY THE CITY.

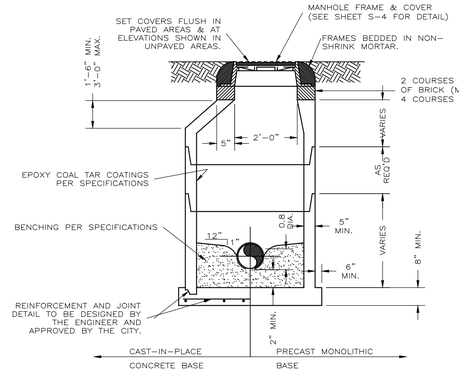
PVC PIPE LOCATING WIRE DETAIL
NOT TO SCALE





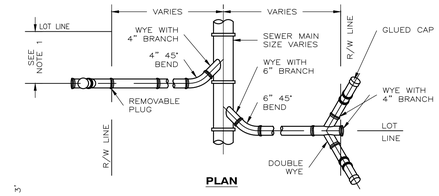
NOTES:
1. PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

SEWER GATE VALVE AND BOX DETAIL
NOT TO SCALE

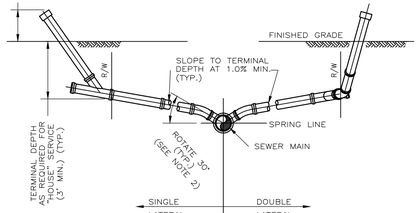


NOTES:
1. MANHOLE SHOWN IS FOR SEWER SIZE 8" THRU 18", MANHOLE DIAMETER FOR SEWERS GREATER THAN 18" SHALL BE AS APPROVED BY CITY.
2. DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS.
3. APPROVED CONCENTRIC CONE DESIGN MAY BE USED AS AN ALTERNATIVE.
4. MANHOLE LIFT HOLES AND GRADE ADJUSTMENT RINGS SHALL BE SEALED W/ NON-SHIRNK MORTAR.

PRECAST CONCRETE MANHOLE DETAILS
NOT TO SCALE



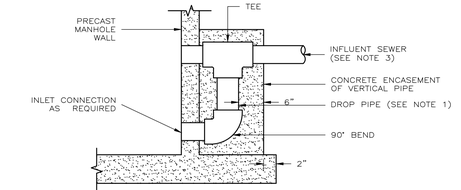
PLAN



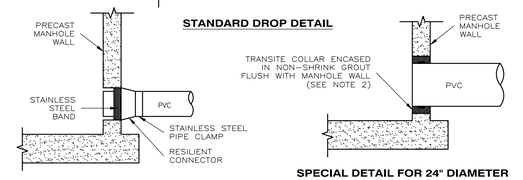
PROFILE

NOTES:
1. LOCATE SINGLE LATERAL AS NEAR TO CENTER OF LOT AS POSSIBLE.
2. INVERT OF SERVICE LATERAL SHALL NOT ENTER SEWER MAIN BELOW SPRING LINE.
3. DOUBLE SERVICE LATERALS ONLY PERMITTED ON TAPS TO EXISTING GRAVITY MAINS WERE EXISTING ROAD PAVEMENT MUST BE CUT.

SERVICE LATERAL DETAIL
NOT TO SCALE



STANDARD DROP DETAIL

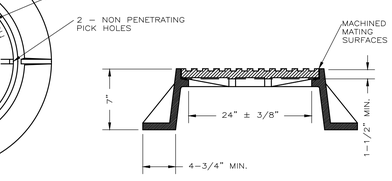


STANDARD PRECAST MANHOLE PIPE CONNECTION

SPECIAL DETAIL FOR 24" DIAMETER PIPE AND LARGER

NOTES:
1. DROP PIPE AND FITTINGS SHALL BE OF EQUAL SIZE AND MATERIAL AS THE INFLUENT SEWER.
2. THE CITY MAY APPROVE ALTERNATE WATER TIGHT CONNECTION DETAILS FOR CONNECTION OF 24" DIAMETER PIPES AND LARGER.
3. AN OUTSIDE DROP CONNECTION SHALL BE REQUIRED FOR ALL INFLUENT WHICH HAVE AN INVERT 2' OR MORE ABOVE THE MANHOLE INVERT.

MANHOLE CONNECTION DETAILS
NOT TO SCALE

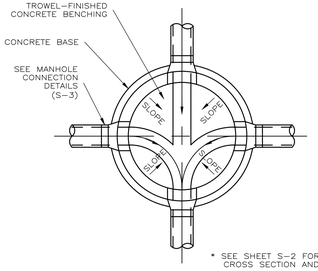


RAISED 1-1/2" LETTERS FLUSH WITH TOP OF COVER
2 - NON PENETRATING PICK HOLES

PLAN

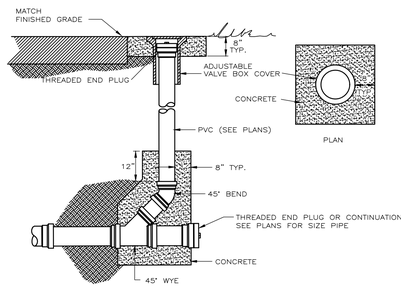
ELEVATION

STANDARD MANHOLE FRAME AND COVER
NOT TO SCALE



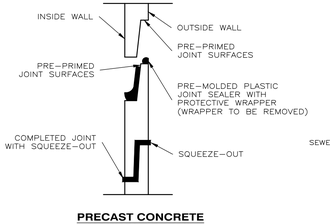
* SEE SHEET S-2 FOR CROSS SECTION AND NOTES

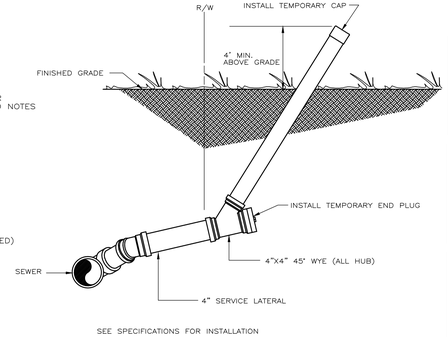
PRECAST CONCRETE MANHOLE DETAIL
NOT TO SCALE



NOTE: SEE SEWER SIZE IN PLANS

CLEANOUT DETAIL
NOT TO SCALE





SEE SPECIFICATIONS FOR INSTALLATION

LATERAL STUB-UP DETAILS
NOT TO SCALE

PERMIT PURPOSES ONLY

CONSTRUCTION DETAILS
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE:	SHOWN
DESIGNED BY:	RLC
DRAWN BY:	WCK
REVIEWED BY:	RLC
ISSUE DATE:	5/15/2025
cf/b:	1296.04E02
NOT RELEASED FOR CONSTRUCTION BY:	
DATE:	

McNEIL — CARROLL ENGINEERING, INC.
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STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288
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Panama City Beach, Florida 32413
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NO.	DATE	BY	REVISIONS
01			
02			
03			
04			
05			

Sean D. McNeil, P.E.
PROFESSIONAL ENGINEER
FL LIC # 49303

Robert L. Carroll, P.E.
PROFESSIONAL ENGINEER
FL LIC # 57988

ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER 5/15/25

SHEET NUMBER 9 OF 12

1296.04B - ALVIN'S ISLAND #11

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WATER DISTRIBUTION SYSTEM

PRODUCTS: PROVIDE ELLS, TEES, REDUCING TEES, WYES, COUPLINGS, AND OTHER REQUIRED PIPING ACCESSORIES OF SAME TYPE AND CLASS OF MATERIALS AS CONDUIT, OR OF MATERIAL HAVING EQUAL OR SUPERIOR PHYSICAL AND CHEMICAL PROPERTIES AS ACCEPTABLE TO THE ENGINEER.

UNPLASTICIZED POLYVINYL CHLORIDE (PVC PIPE SHALL HAVE AN INTEGRATED BELL–TYPE JOINT DESIGNED FOR CONVEYING POTABLE WATER UNDER PRESSURE.

RING–TYPE NEOPRENE GASKETS SHALL BE PROVIDED IN RECESSED IN THE BELLS TO MAKE JOINTS WATER TIGHT. ALL PIPES SHALL BE SUITABLE FOR USE AT MAXIMUM HYDROSTATIC PRESSURES OF 165 PSI AT 75 DEGREES F AND MEETING AND/OR EXCEEDING THE MINIMUM REQUIREMENTS OF AWWA C–900–07 MADE TO SDR 25 DIMENSIONS. MAXIMUM LAYING LENGTHS SHALL BE 40 FEET WITH MANUFACTURER'S OPTION TO SUPPLY UP TO 15 PERCENT RANDOMS (MINIMUM LENGTH EQUALS 10 FT.). ALL FITTINGS SHALL BE CAST IRON WITH MECHANICAL.

PIPE FITTINGS SHALL BE ASSEMBLED WITH A NON–TOXIC LUBRICANT AS RECOMMENDED BY THE MANUFACTURER. PVC PIPE SHALL BE AS MANUFACTURED BY THE U.S. PIPE COMPANY, THE CERTAIN–TEED PRODUCTS CORPORATION, THE JOHNS–MANSVILLE COMPANY, THE ETHYL CORPORATION, OR APPROVED EQUAL.

PROVIDE VALVES AND FLOW CONTROL DEVICES AS INDICATED:

MINIMUM WORK PRESSURE, 160 PSI, UNLESS OTHERWISE INDICATED.

GATE VALVES: STANDARD SHUT–OFF VALVES WITH MAXIMUM WORK PRESSURE CAST INTO BODY, OUTSIDE–SCREW–AND–YOKE TYPE COMPLYING WITH AWWA C–500. ALL VALVES SHALL BE COUNTERCLOCKWISE.

FOUR–INCHES AND OVER: SHALL BE CAST–IRON BODY, FULLY BRONZE MOUNTED DOUBLE–DISC, PARALLEL SEAL VALVES WIDE FLANGE OR SPIGOT END DEPENDING ON INSTALLATION. FLANGED GATE VALVES SHALL BE PROVIDED WITH 125 POUND AMERICAN STANDARD FLANGES.

ALL VALVES TO BE INSTALLED ABOVE THE GROUND SHALL BE FITTED WITH WHEEL–TYPE HAND OPERATORS. ALL VALVES TO BE SET BELOW GRADE SHALL BE FITTED WITH HUB–TYPE OPERATORS AND SHALL HAVE A CAT–IRON VALVE BOX INSTALLED CONCENTRICALLY OVER THE VALVE.

UNDER FOUR–INCHES: GATE VALVES UNDER FOUR–INCHES SHALL BE IRON OR BRONZE BODY, SOLID WEDGE VALVES EQUIPPED WITH OPERATING HAND WHEELS.

ALL ECCENTRIC VALVES 10–INCHES OR LARGER SHALL BE GEAR OPERATED WITH HAND WHEELS FOR ABOVE GROUND VALVES AND HUB OPERATED FOR BELOW GROUND VALVES.

ALL ECCENTRIC VALVES 8–INCHES AND SMALLER SHALL BE LEVEL OPERATED FOR ABOVE GROUND VALVES AND HUB OPERATED FOR BELOW GROUND VALVES.

ALL HUB OPERATED UNITS SHALL BE PROVIDED A CAST–IRON VALVES BOX AND COVER.

CHECK VALVES: THE CHECK VALVES OVER THREE INCHES SHALL BE IRON BODY, BRONZE MOUNTED, HORIZONTAL SWING CHECK WITH FLANGED ENDS. ALL WORK PARTS SHALL BE SPRING LOCATED TO PREVENT SLAMMING. THE CHECK VALVES SHALL BE CLOW F–2955, OR APPROVED EQUAL.

CHECK VALVES UNDER THREE INCHES SHALL BE SCREWED END, BRONZE BODY, SILENT CHECK VALVES AS MANUFACTURED BY CRANE COMPANY, NO. 34 OR APPROVED EQUAL.

PROVIDE ANCHORAGES FOR TEE, PLUGS, CAPS, AND BENDS.

AFTER INSTALLATION, APPLY A FULL COAT OF ASPHALT OR OTHER ACCEPTABLE CORROSION–RETARDING MATERIAL TO SURFACES OF RODS AND CLAMPS.

CLAMPS, STRAPS AND WASHERS: STEEL ANSI/ASTM A–506

RODS: STEEL, ANSI/ASTM A–575

ROD COUPLINGS: MALLEABLE IRON, ANSI/ASTM A–197

BOLTS: STEEL, ANSI/ASTM A–307

CAST IRON WASHERS: ANSI/ASTM A–126, CLASS A

WATER SERVICE IDENTIFICATIONS: PLASTIC LINE MARKS, NOMENCLATURE "CAUTION, BURIED WATER LINE BELOW".

FLEXIBLE COUPLINGS: STEEL MIDDLE RING, TWO STEEL FOLLOWER RINGS, TWO RESILIENT GASKETS AND STEEL BOLTS. DRESSER TYPE 38 OR APPROVED EQUAL.

INSPECTION AND HYDROSTATIC TESTING: AFTER THE PIPE HAS BEEN LAID AND BACKFILLED AS SPECIFIED EACH VALVED SECTION OF NEWLY LAID PIPE SHALL BE SUBJECTED TO HYDROSTATIC PRESSURE OF 150 PSI.

THE DURATION OF EACH PRESSURE TEST SHALL BE AT LEAST TWO HOURS OR UNTIL THE LINE HAS BEEN COMPLETELY INSPECTED FOR VISIBLE LEAKS.

PERMISSIBLE LEAKAGE: NO PIPE INSTALLATION WILL BE ACCEPTABLE UNTIL OR UNLESS THIS LEAKAGE (EVALUATED ON A PRESSURE BASIS OF 150 PSI) IS LESS THAN 4 U.S. GALLONS PER 24 HOURS PER THOUSAND FEET PER INCH NOMINAL DIAMETER IN ACCORDANCE WITH AWWA C600.

DISINFECTION SHALL BE AFTER THE DISTRIBUTION SYSTEM HAS BEEN TESTED TO THE SATISFACTION OF THE ENGINEER AND SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA SPECIFICATION C–651 WHICH PROVIDES FOR THE INJECTION OF A 50 PPM SOLUTION OF CHLORINE REMAINING FOR 24 HOURS.

IN THE PROCESS OF CHLORINATING WATER PIPE, ALL VALVES OR OTHER APPURTENANCES SHALL BE OPERATED WHILE THE PIPE LINE IS FILLED WITH CHLORINATING AGENT.

WATER VALVES 12" AND LESS SHALL BE EPOXY COATED RESILIENT SEAT GATE VALVE.

MAIN PIPE SIZE	HORIZ. BENDS			TEES						REDUCERS				PLUGS
	90°	45°	22.5°	SIZE / LENGTH						SIZE / LENGTH				
24	90	38	18	X24 177	X20 139	X16 94	X12 40	X10 6		X20 64	X16 117	X12 158		214
20	78	32	15	X20 148	X16 105	X12 56	X10 25	X8 0		X16 65	X12 115	X10 149		184
16	66	27	13	X16 116	X12 70	X10 42	X8 12			X12 64	X10 90	X8 111		151
12	51	22	10	X12 83	X10 59	X8 32	X6 0			X10 44	X8 62	X6 86		118
10	44	18	9	X10 66	X8 41	X6 8				X8 33	X6 61	X4 81		100
8	37	15	7	X8 50	X6 21	X4 0	X3 0			X6 35	X4 59			83
6	29	12	5	X6 30	X4 0					X4 32	X3 44			63
4	21	8	4	X4 14										45
3	17	7	4	X3 10										36

NOTES:

1.) RESTRAIN TO NEXT FULL JOINT BEYOND GIVEN LENGTH.

2.) RESTRAIN 11.25° BENDS 50% OF LENGTH FOR 22.5° BENDS.

3.) ALL VALVES AND FITTINGS SHALL BE RESTRAINED TO THE CONNECTING SECTIONS OF PIPE.

4.) ALL VALVES MUST BE PROPERLY ANCHORED OR RESTRAINED TO RESIST A 180 PSI TEST PRESSURE IN EITHER DIRECTION.

5.) PIPE SIZES ARE GIVEN IN INCHES.

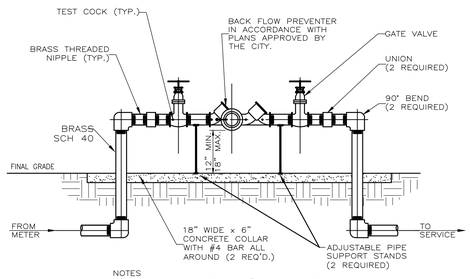
6.) PIPE LENGTHS ARE GIVEN IN FEET.

7.) LENGTHS SHOWN ARE FOR A TEST PRESSURE OF 180 PSI.

8.) THE RESTRAINED LENGTHS SHOWN IN THESE TABLES ARE BASED ON THE USE OF LIGHTLY COMPACTED CLEAN SAND WITH AT LEAST A 95% COARSE PARTICLE CONTENT. ACTUAL SOIL CONDITIONS MUST BE DETERMINED BY THE ENGINEER OF RECORD AND THE RESTRAINED LENGTHS MODIFIED ACCORDINGLY.

REQUIRED LENGTH OF RESTRAINED JOINT PIPE FOR DR-18 PVC PIPE

NOT TO SCALE

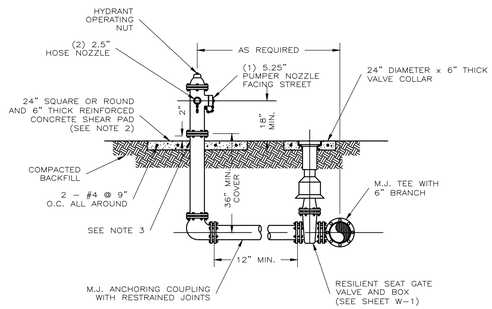


NOTES

1.) ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 40 GALVANIZED STEEL OR BRASS.
2.) PROVIDE PROTECTION AGAINST FREEZING, INSULATE OR "HOT BOX".
3.) TWO PIPE SUPPORTS REQUIRED.

BACK FLOW PREVENTER DEATIL

NOT TO SCALE

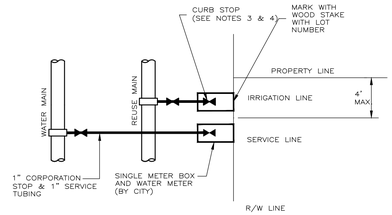


NOTES:

1. FIRE HYDRANT SHALL BE SUPPLIED WITHOUT A WEEP HOLE, OR WITH A PERMANENTLY PLUGGED WEEP HOLE.
2. THE SHEAR PAD MAY BE RECESSED UP TO 6 INCHES BELOW FINISHED GRADE.
3. CLEARANCE BETWEEN BOTTOM OF BOLTS AND TOP OF SHEAR PAD SHALL BE A 6" MINIMUM.

FIRE HYDRANT ASSEMBLY DETAIL

NOT TO SCALE

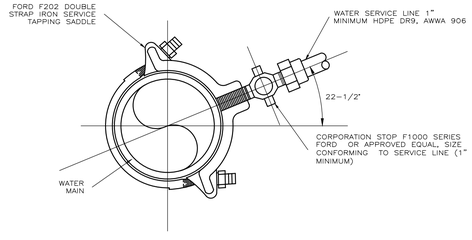


NOTES:

1. ALL FITTINGS SHALL BE BRASS WITH COMPRESSION/PACK JOINT TYPE CONNECTIONS.
2. NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
3. EACH SERVICE SHALL TERMINATE AT A CURB STOP WHICH SHALL BE FASTENED TO A 1" x 4" x 30" STAKE PAINTED WHITE AND MARKED WITH THE NUMBER OF THE LOT TO BE SERVED.
4. CURB STOP SHALL BE A FORD BALL METER VALVE B43–342W, B43–344W OR CITY APPROVED EQUAL.
5. ALL SERVICE TAPS TO BE LOCATED IN FIELD, TAPS SHALL BE NO CLOSER THAN AND WILL NOT BE SET IN DRAINAGE SWALES, EASEMENTS OR SIDEWALKS.
6. MAINTAIN A 3 FOOT MINIMUM SEPARATION BETWEEN POTABLE AND REUSE WATER SERVICES.

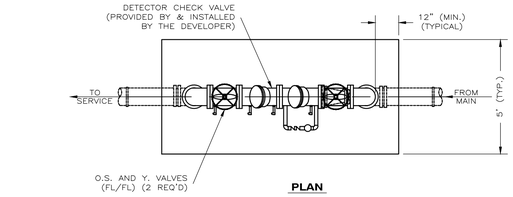
TYPICAL CITY SERVICE

NOT TO SCALE

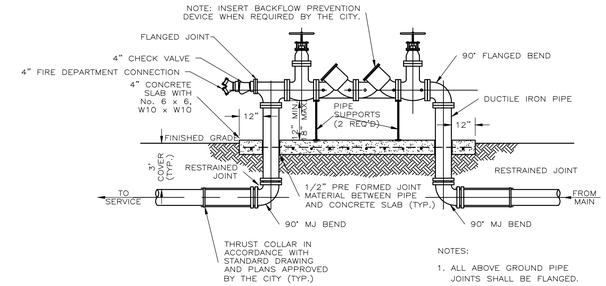


TYPICAL WATER SERVICE CONNECTION

N.T.S.



PLAN

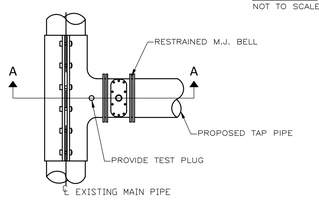


NOTES:

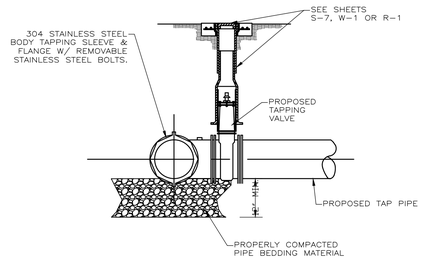
1. ALL ABOVE GROUND PIPE JOINTS SHALL BE FLANGED.

DETECTOR CHECK VALVE ASSEMBLY

NOT TO SCALE



PLAN



SECTION A–A

NOTES:

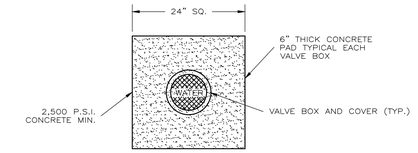
1.) NO TAPPING CUTS SHALL BE MADE BEFORE:
A 60 MINUTE TEST AT 100 P.S.I. FOR FORCEMAINS, OR 150 P.S.I. FOR POTABLE WATERMAINS AND RECLAIM WATERMAINS IS PERFORMED.

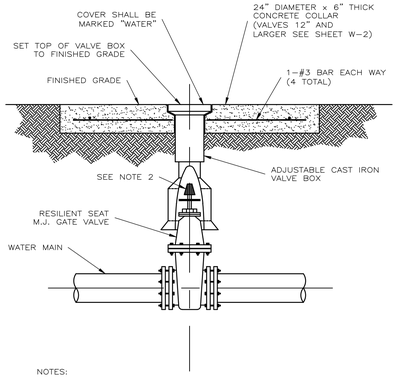
2.) ALL TAPS MUST BE PLACED NO CLOSER THAN 30" OR A DISTANCE EQUAL TO (1) MAIN PIPE DIAMETER PLUS (2) TAP PIPE DIAMETERS (WHICHEVER IS LARGER) FROM A JOINT OR FITTING.

3.) CONTRACTOR TO SUPPLY A DRY HOLE, PROPERLY CONFIGURED, FOR TAPPING CREW TO WORK AND A BACK–HOE TO LOWER MACHINE INTO HOLE. TAPPING ASSEMBLY MUST BE BOLTED ON & PRESSURE TESTED BY THE CONTRACTOR & WITNESSED BY THE CITY PRIOR TO TAP.

TAPPING SLEEVE ASSEMBLY AND VALVE BLOCKING DETAIL

NOT TO SCALE





NOTES:

1. PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

GATE VALVE 12" & SMALLER

NOT TO SCALE

PERMIT PURPOSES ONLY

CONSTRUCTION DETAILS
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE:	SHOWN
DESIGNED BY:	RLC
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ISSUE DATE:	5/15/2025
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STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288
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Sean D. McNeil, P.E.
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ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER 5/15/25

SHEET NUMBER 10 OF 12

1296.04B – ALVIN'S ISLAND #11

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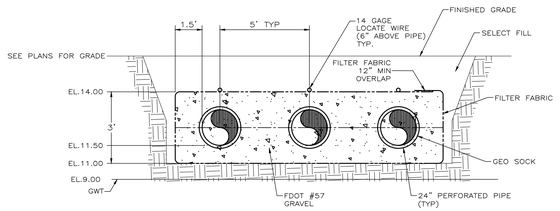

MULTIPLE EXFILTRATION DETAIL
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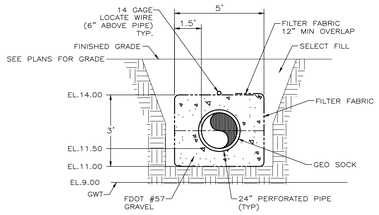

SINGLE EXFILTRATION DETAIL
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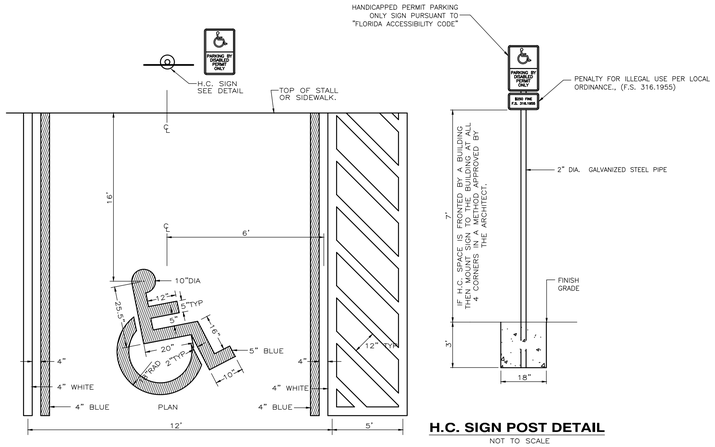


HANDICAP STRIPING DETAIL
NOT TO SCALE

H.C. SIGN POST DETAIL
NOT TO SCALE

ALL POLYETHYLENE PIPING SHALL MEET CITY OF PANAMA CITY BEACH STANDARDS AND SPECIFICATIONS.

ALL HDPE PIPE SHALL BE ASTM D 2447, ASTM D 3350

HDPE PIPE REQUIRES 2 LOCATOR WIRES OF #12 SOLID CONDUCTOR WITH A BLUE SHEATH.

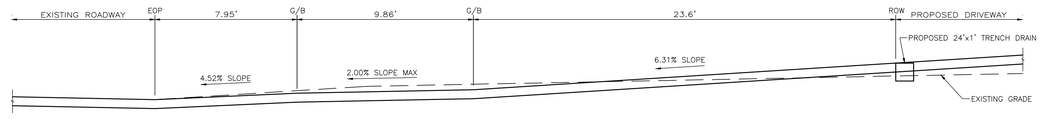
CONTRACTOR TO COMPLY WITH ALL RELEVANT FDOT MAINTENANCE OF TRAFFIC STANDARDS.

VERIFY LOCATIONS AND SIZE OF EXISTING UTILITIES WITH CITY OF PANAMA CITY BEACH UTILITY DEPARTMENT PRIOR TO CONSTRUCTION.

1. THE UTILITY DEPTH WILL BE EQUAL OR EXCEED TEN (10) TIMES THE BORE SIZE WHEN THE UTILITY WILL BE INSTALLED UNDER FDOT PAVEMENT.
2. WHEN INSTALLATIONS ARE OUTSIDE OF THE PAVEMENT AREA, THE OFFSET PARALLEL TO THE PAVEMENT MUST BE AT LEAST THREE AND ONE HALF (3.5) TIMES THE BORE SIZE.
3. NEW BORE INSTALLATIONS MUST MAINTAIN AT LEAST THREE AND ONE HALF (3.5) TIMES THE BORE SIZE CLEARANCE FROM VITRIFIED CLAY SANITARY PIPE AND ANY GAS LINE.

SDR-9, CLASS 200 FOR POTABLE WATER & RECLAIMED WATER
SDR-11, CLASS 160 FOR SANITARY FORCE MAINS
COLOR CODED BLUE FOR POTABLE WATER
COLOR CODED PURPLE FOR RECLAIMED WATER
COLOR CODED GREEN FOR SANITARY FORCE MAIN

DIRECTIONAL BORE ROADWAY SECTION
MILE POST - 20.295
NOT TO SCALE



SECTION A (MILEPOST 20.265)
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PERMIT PURPOSES ONLY

CONSTRUCTION DETAILS
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE: SHOWN
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DRAWN BY: WCK
REVIEWED BY: RLC
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McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288
17800 Panama City Beach Parkway
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5/15/25

SHEET NUMBER 11 OF 12

1296.04B – ALVIN'S ISLAND #11

ASPHALTIC CONCRETE PAVING

PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, SERVICES, ETC. NECESSARY AND INCIDENTAL TO THE COMPLETION OF ALL PAVEMENT AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREIN.

SUBMIT A "LETTER OF INTENT" FOR THE FOLLOWING:

ASPHALT PAVING MATERIAL AND MIX DESIGN. PROVIDE COPIES OF MATERIALS CERTIFICATES SIGNED BY MATERIAL PRODUCER AND CONTRACTOR, CERTIFYING THAT EACH MATERIAL ITEM COMPLIES WITH, OR EXCEEDS, SPECIFIED REQUIREMENTS.

WEATHER LIMITATIONS: APPLY PRIME AND TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50 DEGREES F. (10 DEGREES C), AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35 DEGREES F. (1 DEGREE C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS AN EXCESS OF MOISTURE.

CONSTRUCT ASPHALT CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40 DEGREES F. (4 DEGREES C), AND WHEN BASE IS DRY. SURFACE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30 DEGREES F. (−1 DEGREE C) AND RISING.

GRADE CONTROL: ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS.

THE SUBCONTRACTOR SHALL WARRANT ALL ASPHALT PAVING AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF TWO YEARS.

PRODUCTS: USE LOCALLY AVAILABLE MATERIALS AND GRADATIONS WHICH EXHIBIT A SATISFACTORY RECORD OF PREVIOUS INSTALLATIONS.

AGGREGATE: CRUSHED STONE, CRUSHED GRAVEL, AND SHARP−EDGED NATURAL SAND.

MAXIMUM AGGREGATE SIZE SHALL BE NO GREATER THAN ONE−HALF OF THE DESIGN THICKNESS OF THE WEARING OR BINDER COURSE.

SURFACE PREPARATION: PROOF ROLL PREPARED BASE SURFACE TO CHECK FOR UNSTABLE AREAS AND AREAS REQUIRING ADDITIONAL COMPACTION.

NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT BASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.

PRIME COAT: APPLY AT RATE OF 0.2 TO 0.5 GAL. PER SQ. YD., OVER COMPACTED BASE. APPLY MATERIAL TO PENETRATE AND SEAL, BUT NOT FLOOD SURFACE. CURE AND DRY AS LONG AS NECESSARY TO ATTAIN PENETRATION AND EVAPORATION OF VOLATILE.

TACK COAT: APPLY TO CONTACT SURFACE OF PREVIOUSLY CONSTRUCTED ASPHALT OR PORTLAND CEMENT CONCRETE AND SURFACES ABUTTING OR PROJECTING INTO ASPHALT CONCRETE PAVEMENT. DISTRIBUTE AT RATE OF 0.05 TO 0.51 GAL. PER SQ. YD. OF SURFACE.

ALLOW TO DRY UNTIL AT PROPER CONDITION TO RECEIVE PAVING.

ASPHALT CONCRETE MIX: THIS ITEM SHALL CONSIST OF A WEARING SURFACE CONSTRUCTED OF ASPHALTIC CONCRETE ON A PREPARED BASE.

THE MATERIALS AND CONSTRUCTION METHODS SHALL COMPLY WITH THOSE SET FORTH FOR ASPHALTIC CONCRETE IN THE LATEST F.D.O.T. EDITION OF THE STANDARD SPECIFICATIONS.

THE ASPHALTIC CEMENT SHALL MEET THE REQUIREMENTS OF AASHTO SPECIFICATIONS M−20, VISCOSITY GRADE AC−20 (PENETRATION GRADE 60−70).

JOB MIX FORMULA: THE MARSHALL TESTING WILL BE USED IN ESTABLISHING THE JOB MIX FORMULA AND FOR CONTROL TESTING THROUGHOUT THE WORK.

THE DENSITY OF FIELD SAMPLES SHALL NOT BE LESS THAN 95% OF THE MARSHALL LABORATORY COMPACTED MIXTURE COMPOSED OF THE SAME MATERIALS IN LIKE PROPORTIONS.

THE THICKNESS OF THE SURFACE SHALL BE AS SPECIFIED IN THE SITE WORK PLANS. THIS REQUIREMENT SHALL BE CHECKED BY CORES AND WHERE A DEFICIENCY OF MORE THAN 1/4" EXISTS, THE CONTRACTOR SHALL BE REQUIRED TO CORRECT THE DEFICIENCY EITHER BY REPLACING THE FULL THICKNESS OR OVERLAYING THE AREAS TO THE SATISFACTION OF THE ENGINEER.

SAND ASPHALT BASE

PLACE ASPHALT CONCRETE MIXTURE ON PREPARED SURFACE, SPREAD AND STRIKE−OFF. SPREAD MIXTURE AT MINIMUM TEMPERATURE OF 225 DEGREES F. (107 DEGREES C).

PLACE IN STRIPS NOT LESS THAN 10' WIDE, UNLESS OTHERWISE ACCEPTABLE TO THE ENGINEER. AFTER FIRST STRIP HAS BEEN PLACED AND ROLLED, PLACE SUCCEEDING STRIPS AND EXTENDED ROLLING TO OVERLAP PREVIOUS STRIPS. COMPLETE BASE COURSE FOR A SECTION BEFORE PLACING SURFACE COURSE.

MAKE JOINTS BETWEEN OLD AND NEW PAVEMENTS, OR BETWEEN SUCCESSIVE DAYS' WORK, TO ENSURE CONTINUOUS BOND BETWEEN ADJOINING WORK. CLEAN CONTACT SURFACES AND APPLY TACK COAT.

BEGIN ROLLING WHEN MIXTURE WILL BEAR ROLLER WEIGHT WITHOUT EXCESSIVE DISPLACEMENT.

ACCOMPLISH BREAKDOWN OR INITIAL ROLLING IMMEDIATELY FOLLOWING ROLLING OF JOINTS AND OUTSIDE EDGE. CHECK SURFACE AFTER BREAKDOWN ROLLING, AND REPAIR DISPLACED AREAS BY LOOSENING AND FILLING, IF REQUIRED, WITH HOT MATERIAL. CONTINUE SECOND ROLLING UNTIL MIXTURE HAS BEEN THOROUGHLY COMPACTED.

PERFORM FINISH ROLLING WHILE MIXTURE IS STILL WARM ENOUGH FOR REMOVAL OF ROLLER MARKS. CONTINUE ROLLING UNTIL ROLLER MARKS ARE ELIMINATED AND COURSE HAS ATTAINED MAXIMUM DENSITY. AFTER FINAL ROLLING, DO NOT PERMIT VEHICULAR TRAFFIC ON PAVEMENT UNTIL IT HAS COOLED AND HARDENED. ERECT BARRICADES TO PROTECT PAVING FROM TRAFFIC UNTIL MIXTURE HAS COOLED ENOUGH NOT TO BECOME MARKED.

TEST IN−PLACE ASPHALT CONCRETE COURSES FOR PAVING AS DIRECTED BY ENGINEER FOR SMOOTHNESS.

THICKNESS: IN−PLACE COMPACTED THICKNESS WILL NOT BE ACCEPTABLE IF EXCEEDING FOLLOWING ALLOWABLE VARIATION FROM REQUIRED THICKNESS:

BASE COURSE: 1/2" PLUS OR MINUS
SURFACE COURSE: 1/4" PLUS OR MINUS

SURFACE SMOOTHNESS: TEST FINISHED SURFACE OF EACH ASPHALT CONCRETE COURSE FOR SMOOTHNESS, USING 10' STRAIGHT EDGE APPLIED PARALLEL WITH, AND AT RIGHT ANGLES TO CENTER OF PAVED AREAS. SURFACES WILL NOT BE ACCEPTABLE IF EXCEEDING THE FOLLOWING TOLERANCES FOR SMOOTHNESS:

BASE COURSE SURFACE: 1/4"
WEARING COURSE SURFACE: 3/16"
CHECK SURFACED AREAS AT INTERVALS AS DIRECTED BY ENGINEER.

FIELD DENSITY AND SOIL BEARING CAPACITY TESTS SHALL BE PERFORMED BY THE GEOTECHNICAL ENGINEER. PROVIDE INSPECTION, CERTIFICATION OF PAVEMENT CONSTRUCTION, FIELD TESTS AND CORE SAMPLES OF THE COMPLETE PAVEMENT CONSTRUCTION.

MISCELLANEOUS PAVEMENT

WORK INCLUDED CONSISTS OF BUT IS NOT LIMITED TO THE FOLLOWING:

CONCRETE SIDEWALKS, CURBS, CURB AND GUTTER, INCLUDING POROUS FILL.

CONCRETE LIGHT POLE BASES.

SUBMIT A "LETTER OF INTENT" FOR THE FOLLOWING:

CONCRETE MIX DESIGN.

THIS SUBCONTRACTOR SHALL WARRANT ALL ASPHALT PAVING AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF TWO (2) YEARS.

POROUS FILL SHALL BE CLEAN COARSE SAND, FREE DRAINING GRAVEL, OR CRUSHED ROCK ALL AS APPROVED BY THE GEOTECHNICAL ENGINEER.

POROUS FILL UNDER SIDEWALKS, ETC., SHALL BE GRADED BETWEEN 3/8" AND NO. 200 SIEVE.

POROUS FILL SHALL BE CAPABLE OF BEING COMPACTED TO NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM−1557.

STEEL REINFORCING BARS SHALL CONFORM TO "SPECIFICATIONS FOR DEFORMED BILLET STEEL BARS FOR CONCRETE REINFORCEMENT", ASTM A−615 GRADE NO. 60, HAVING A MINIMUM YIELD STRENGTH OF 60,000 PSI.

TIE WIRE SHALL BE BLACK ANNEALED WIRE, 16 GAUGE MINIMUM. BAR SUPPORTS SHALL CONFORM TO THE "BAR SUPPORT SPECIFICATIONS" CONTAINED IN "MANUAL OF STANDARD PRACTICE" AS PUBLISHED BY CRSI AND WCRSI. BAR SUPPORTS AND ACCESSORIES WITHIN 1/2" OF SURFACE OF CONCRETE EXPOSED TO WEATHER SHALL BE NON−CORROSIVE.

CEMENT SHALL BE GRAY PORTLAND CEMENT, TYPE I OR II, CONFORMING TO ASTM C−150 OR ASTM C−175 FOR AIR−ENTRAINING PORTLAND CEMENT.

CONCRETE AGGREGATES SHALL CONFORM TO ASTM C−33.

FINE AND COARSE AGGREGATES SHALL BE REGARDED AS SEPARATE INGREDIENTS AND EACH SHALL CONFORM TO THE APPROPRIATE GRADING REQUIREMENTS OF ASTM C−33.

AIR−ENTRAINING ADMIXTURES SHALL CONFORM TO ASTM C−260. EXPANSION JOINTS SHALL BE 1/2" THICK CANE FIBER EXPANSION JOINTS, CONFORMING TO ASTM D−1751.

EXPANSION JOINT SEALANT SHALL BE TRAFFIC GRADE, SELF LEVELING TREMCO THC−900" OR PERCORA CORPORATION "NF−200". COLOR SHALL BE BLACK. SHALL BE AS RECOMMENDED BY SEALANT MANUFACTURER.

CURING COMPOUND SHALL BE CLEAR, CONFORMING TO ASTM C−309. CURING COMPOUND SHALL BE COMPATIBLE WITH PAINTS, ETC., SCHEDULED OR SPECIFIED FOR APPLICATION TO CONCRETE SURFACE.

ALL CONCRETE, UNLESS OTHERWISE NOTED, SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS. MIX DESIGN SHALL BE SO PROPORTIONED TO PROVIDE A MINIMUM OF 517 POUNDS OF CEMENT PER CUBIC YARD.

ALL CONCRETE SHALL BE PROPORTIONED TO HAVE A SLUMP OF 4" MAXIMUM. TOLERANCE IN SLUMP SHALL NOT EXCEED ACI RECOMMENDATIONS.

READY−MIXED CONCRETE SHALL CONFORM TO ASTM C−94 AND THE NATIONAL READY MIX CONCRETE ASSOCIATION.

POROUS FILL SHALL BE LAID AND COMPACTED TO A MINIMUM DEPTH OF 3", UNLESS OTHERWISE INDICATED, UNDER ALL SIDEWALKS, ETC..

POROUS FILL SHALL BE COMPACTED TO NOT LESS THAN 95% MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D−1557.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUPPLY ALL MATERIALS NECESSARY TO COMPLETE PAVING.

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SITE IMPROVEMENTS

ALL OFF−SITE WORK INCLUDED CONSISTS OF BUT IS NOT LIMITED TO THE FOLLOWING:

SITE RELATED FENCING.
GUARD POSTS, GUARD RAIL AND POSTS AND SIGN POSTS LOCATED ON THE SITE.
TRAFFIC CONTROL SIGNS. GUARD POSTS,

GUARD RAIL AND POSTS AND SIGN POSTS:

STEEL SHAPES SHALL CONFORM TO ASTM A−36.
STEEL PIPE SHALL CONFORM TO ASTM A−53, E OR S, TYPE B.
STEEL PIPE SHALL CONFORM TO ASTM A−501.

SHOP COAT SHALL BE RUST INHIBITING RED OXIDE, RED LEAD OR LEAD CHROMATE OR EQUAL. IT IS THE INTENT TO PERMIT THE USE OF THE FABRICATORS STANDARD PRIME COATING.

ASPHALT BASED COATING IS NOT PERMITTED.

CONCRETE FOR SETTING FENCE AND GUARD RAIL POSTS AND SETTING AND FILLING OF SIGN AND GUARD POSTS SHALL BE PORTLAND CEMENT COMPLYING WITH ASTM C−150, AGGREGATES COMPLYING WITH ASTM C−33, AND CLEAN WATER. MIX MATERIALS TO OBTAIN CONCRETE WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2500 PSI, USING AT LEAST 4 SACKS OF CEMENT PER CU. YD., 1" MAXIMUM SIZE AGGREGATES, MAXIMUM 3" SLUMP, AND 2% TO 4% ENTRAINED AIR. PREPARE TO CONFORM TO ASTM C−94

MISCELLANEOUS NOTES

THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING.

THE ENGINEER HAS ATTEMPTED TO LOCATE EXISTING STRUCTURES AND EXISTING UTILITIES IN THE PROJECT AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATIONS OF THESE STRUCTURES OR UTILITIES AND TO DETERMINE IF OTHER STRUCTURES OR UTILITIES WILL BE ENCOUNTERED DURING THE COURSE OF THE WORK. THE CONTRACTOR SHALL TAKE WHATEVER STEPS NECESSARY TO PROVIDE FOR THEIR PROTECTION AND RELOCATION OF UTILITIES IN CONFLICT WITH NEW CONSTRUCTION BY APPROPRIATE UTILITY COMPANY.

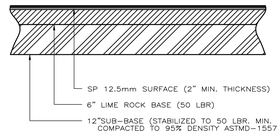
THE CONTRACTOR SHALL PLACE AND MAINTAIN ADEQUATE BARRICADES, CONSTRUCTION SIGNS, FLASHING LIGHTS, TORCHES, RED LANTERNS AND GUARDS DURING PROGRESS OF CONSTRUCTION WORK IN ACCORDANCE WITH STATE STANDARDS AND UNTIL IT IS SAFE FOR BOTH PEDESTRIAN AND VEHICULAR TRAFFIC.

CONTRACTOR IS RESPONSIBLE FOR REPLACING EXISTING SURROUNDINGS (I.E., ASPHALT, SIDEWALKS, CURBS, ETC.) THAT ARE DAMAGED DURING CONSTRUCTION. REPLACEMENT SHALL MATCH EXISTING.

ALL SITE WORK MATERIALS AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.

CONTRACTOR SHALL HAVE ALL PERMITS PRIOR TO CONSTRUCTION IN WETLANDS, COUNTY RIGHT OF WAY, ETC.

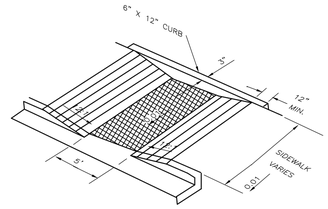
CONSTRUCTION PLANS ARE BASED ON FIELD SURVEY AND OTHER DATA AS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY ALL LOCATIONS OF NEW AND EXISTING CONNECTIONS NECESSARY TO COMPLETE THE INTENT OF THE PLANS. IN THE EVENT THERE IS A CONFLICT DUE TO UNFORESEEN OBSTRUCTIONS OR SHORT FALLS TO CONNECTIONS (WHICH DOES NOT MEET THE INTENT OF THE CONSTRUCTION PLANS), THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY FOR DIRECTION. THE CONTRACTOR SHALL RELOCATE OR REMOVE OBSTACLES AS DIRECTED BY OWNER.

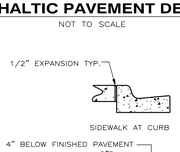


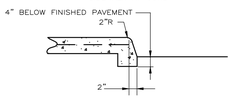
WITHIN 4' OF SUBGRADE BOTTOM ALL SILTY AND PEATY SOILS OR ANY OTHER ORGANIC SOILS SHALL BE REMOVED. FILL SOILS SHALL BE SANDS TO SLIGHTLY SILTY SANDS CONTAINING NO MORE THAN 15% BY DRY WEIGHT, FINER THAN THE U.S. NO. 200 MESH SIEVE AND COMPACTED TO A DENSITY OF 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY THROUGHOUT ITS FULL DEPTH.

ASPHALTIC PAVEMENT DETAIL

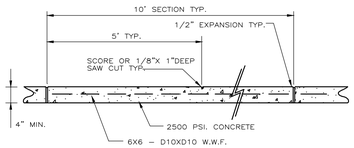
NOT TO SCALE







SIDEWALK AT PAVEMENT



NOTE: MAX CROSS SLOPE OF 2.00%

CONCRETE SIDEWALK DETAIL

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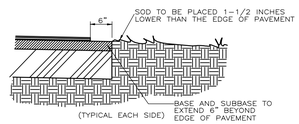
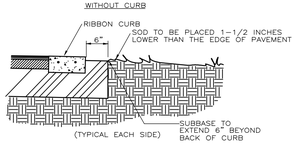


WITHOUT CURB



WITH RIBBON CURB

EDGE OF PAVEMENT DETAIL

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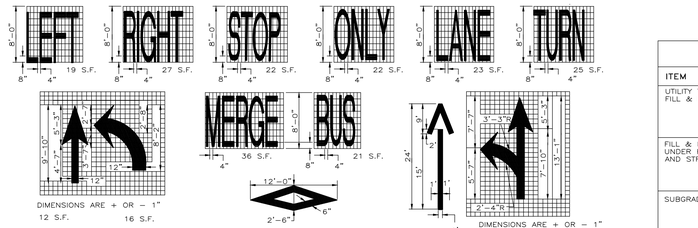
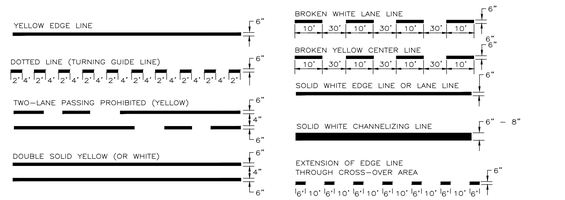


PAVEMENT ARROWS AND MESSAGE DETAILS

NOT TO SCALE



BASIC COLOR RULE

WHITE LINES SEPARATE FLOWS IN SAME DIRECTION
YELLOW LINES SEPARATE FLOWS IN OTHER OPPOSITE DIRECTION
YELLOW DOTTED LINES MAY BE USED IN SPECIAL CASES

TYPES OF PERMANENT LONGITUDINAL LINES

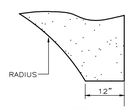
NOT TO SCALE

SIDEWALK UTILITY STRIP TRANSITION

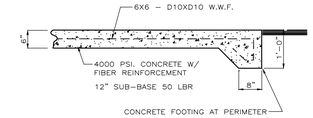
1. PEDESTRIAN PATHWAYS WITH RUNNING SLOPES STEEPER THAN 20:1 ARE CONSIDERED RAMPS. RAMP RUNNING SLOPES SHALL NOT EXCEED 12:1. RAMP CROSS SLOPES SHALL NOT EXCEED 0.02.
2. THE LOCATION AND ORIENTATION OF CURB CUT RAMPS SHALL BE AS SHOWN IN THE PLANS.
3. RAMPS RUNS SHALL HAVE A TACTILE SURFACE. RAMP LANDINGS ADJOINING VEHICULAR WAYS SHALL HAVE A TACTILE SURFACE 36" WIDE BORDERING THE VEHICULAR WAY. TACTILE SURFACES SHALL BE CONSTRUCTED BY TEXTURING TO A DEPTH NOT EXCEEDING 1/8" BY USE OF A TAMP OR ROLLER FABRICATED WITH AN IMPRINTING SURFACE OF EITHER .1" MESH 0.250 WIRE CLOTH (PLAIN WEAVE, CONVENTIONAL CRIMP), #6 EXPANDED METAL (STANDARD) OR 3 LB. EXPANDED METAL GRATING. TRANSITION SLOPES ARE NOT TO HAVE TACTILE SURFACES.
4. WHERE A CURB CUT RAMP IS CONSTRUCTED WITHIN EXISTING CURB, CURB AND GUTTER AND/OR SIDEWALK, THE EXISTING CURB OF CURB AND GUTTER SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE DROP CURB OR TO THE EXTENT THAT NO REMAINING SECTION OF CURB OR CURB AND GUTTER IS LESS THAN 5' LONG. THE EXISTING SIDEWALK SHALL BE REMOVED TO THE NEAREST JOINT BEYOND THE TRANSITION SLOPE OR WALK AROUND OR TO THE EXTENT THAT NO REMAINING SECTION OF SIDEWALK IS LESS THAN 5' LONG.

HANDICAP RAMP DETAIL

NOT TO SCALE

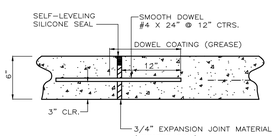


TYPICAL RADIUS END



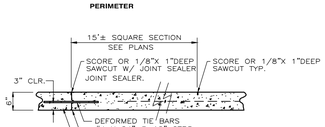
CONCRETE FOOTING AT PERIMETER

PERIMETER



EXPANSION JOINT

COMPACT TOP 12" OF EXISTING SOILS TO A DENSITY OF 95% OF THE MODIFIED PROCTOR MAX. DRY DENSITY (ASTM D−1557) SEE GEO−TECH REPORT



CONSTRUCTION JOINT

CONSTRUCTION JOINTS MUST BE USED WHERE AN INCOMPLETE POUR IS MADE BETWEEN PLANNED EXPANSION JOINTS. THE MAXIMUM SQUARE MUST BE HALF THE DISTANCE BETWEEN EXPANSION JOINTS (SEE PLANS). WHERE A COMPLETE POUR IS MADE A SAW CUT OR SCORE SHALL BE PLACED IN LIEU OF CONSTRUCTION JOINTS.

WITHIN 4' OF SUBGRADE BOTTOM ALL SILTY AND PEATY SOILS OR ANY OTHER ORGANIC SOILS SHALL BE REMOVED. FILL SOILS SHALL BE SANDS TO SLIGHTLY SILTY SANDS CONTAINING NO MORE THAN 15% BY DRY WEIGHT, FINER THAN THE U.S. No. 200 MESH SIEVE AND COMPACTED TO A DENSITY OF 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY THROUGHOUT ITS FULL DEPTH.

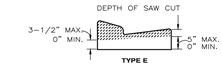
CONCRETE PAVEMENT DETAIL

NOT TO SCALE

TESTING SCHEDULE

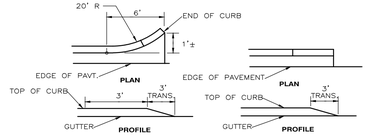
ITEM	TEST	TEST IDENTIFICATION	TEST REQUIREMENTS	TEST FREQUENCY
UTILITY TRENCH FILL & BACKFILL	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T−180 ASTM D−1557	N/A	PER SOIL TYPE
	FIELD DENSITY	AASHTO T−191, T−204 ASTM D−1556, D−2937	95% OF MAXIMUM DENSITY	ONE PER 500 LF HORIZONTAL OR ONE PER 750SY WITH A MINIMUM OF 3 TESTS, ALTERNATING LIFTS (12") ONE PER SOIL TYPE
	GRADATION	AASHTO M−92	(15% PASSING NO. 200)	
FILL & BACKFILL UNDER ROADWAYS AND STRUCTURES	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T−180 ASTM D−1557	N/A	PER SOIL TYPE
	FIELD DENSITY	AASHTO T−191, T−204, T−238 ASTM D−1556, D−2937, D−2922	98% OF MAXIMUM DENSITY	ONE PER 500 LF OR ONE PER 750SY WITH A MINIMUM OF 3 TESTS, ALTERNATING LIFTS (12")
	GRADATION	AASHTO M−92	(15% PASSING NO. 200)	ONE PER SOIL TYPE
SUBGRADE	BEARING VALUES	LBR−FDOT	40 (MIN.)	ONE PER SITE OR AT MATERIAL CHANGES
	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T−180 ASTM D−1557	N/A	PER SOIL TYPE
	FIELD DENSITY & THICKNESS	AASHTO T−191, T−204 ASTM D−2937	98% OF MAXIMUM DENSITY	ONE PER 500 LF HORIZONTAL OR ONE PER 750SY WITH A MINIMUM OF 3 TESTS
BASE	MAXIMUM DENSITY OPTIMUM MOISTURE	AASHTO T−180 ASTM D−1557	N/A	ONE PER SOURCE OR AT MATERIAL CHANGES
	FIELD DENSITY & THICKNESS	AASHTO T−191, T−204 ASTM D−1556, D−2937	98% OF MAXIMUM DENSITY	ONE PER 500 LF HORIZONTAL OR ONE PER 750SY WITH A MINIMUM OF 3 TESTS
ASPHALT	MATERIALS QUALITY BITUMEN CONTENT & GRADATION	AASHTO T−164, T−30 ASTM D−2172	FDOT SPEC. 320, 330, 334 FDOT SPEC. 916	MIN. ONE PER DAY FOR GRADATION OR AS REQUIRED BY INSPECTOR
	FIELD DENSITY & THICKNESS	ASTM D−2950	95% OF LAB DENSITY	ONE PER 500 LF HORIZONTAL OR ONE PER 750SY WITH A MINIMUM OF 3 TESTS
CONCRETE (MISC. SITE WORK)	SLUMP TEST	AASHTO T−119 ASTM C−143	2" TO 3"	AS REQUIRED BY INSPECTOR OR ONE PER SET OF CYLINDERS
	COMPRESSIVE STRENGTH	AASHTO T−23 ASTM C−31	4000 PSI	ONE SET OF 3 CYLINDERS PER 50CY PER DAY
	AIR CONTENT	AASHTO T−199	3% TO 6%	ONE PER SET OF CYLINDERS

NOTE: 1. CONCRETE FOR SITE WORK INCLUDES BUT IS NOT LIMITED TO CURB, CURB & GUTTER, SIDEWALKS, CONCRETE PAVING, ETC.
2. THIS TEST SCHEDULE APPLIES TO SITE WORK ONLY. SEE ARCHITECT'S SPECIFICATIONS FOR FOUNDATION/BUILDING TESTING.

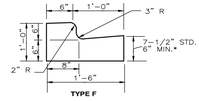


SAW CUTS SHOULD BE AVOIDED WITHIN VALLEY GUTTER AND WITHIN CURB AND GUTTER ENDINGS.

CONTRACTION JOINT IN CURB AND GUTTER



CURB AND GUTTER TYPES E AND F



* WHEN USED ON HIGH SIDE OF ROADWAYS. THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT. THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

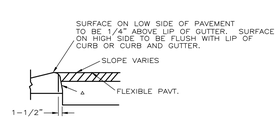
NOTE:
FOR USE ADJACENT TO CONCRETE OF FLEXIBLE PAVEMENT, CONCRETE SHOWN.
FOR DETAILS DEPICTING USAGE ADJACENT TO FLEXIBLE PAVEMENT, SEE DIAGRAM RIGHT,
EXPANSION JOINT, PERFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURB & GUTTER AND CONCRETE PAVEMENT ONLY, SEE DIAGRAM RIGHT.

GENERAL NOTES

1. FOR CURB, GUTTER AND CURB AND GUTTER PROVIDE 1/8" − 1/4" CONTRACTION JOINTS AT 10' CENTERS (MAX.). CONTRACTION JOINTS ADJACENT TO CONCRETE PAVEMENT ON TANGENTS AND FLAT CURVES ARE TO MATCH THE PAVEMENT JOINTS, WITH INTERMEDIATE JOINTS NOT TO EXCEED 10' CENTERS.
CURB, GUTTER AND CURB AND GUTTER EXPANSION JOINTS SHALL BE LOCATED IN ACCORDANCE WITH SECTION 520 OF THE STANDARD SPECIFICATIONS.
2. ENDS OF CURBS TYPES B AND D SHALL TRANSITION FROM FULL TO ZERO HEIGHTS IN 3 FEET.

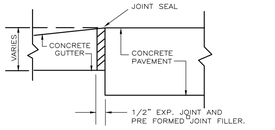
MODIFIED TYPE "F" CURB DETAIL

NOT TO SCALE



△ APPLIES TO BOTH HIGH AND LOW SIDES OF PAVEMENT, LOW SIDE SHOWN.

CURB AND GUTTER AND TYPE A CURB ADJACENT TO FLEXIBLE PAVEMENT



□ APPLIES TO BOTH HIGH AND LOW SIDES OF PAVEMENT, LOW SIDE SHOWN

EXPANSION JOINT BETWEEN GUTTER AND CONCRETE PAVEMENT

PERMIT PURPOSES ONLY

CONSTRUCTION DETAILS
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE: SHOWN
DESIGNED BY: RLC
DRAWN BY: WCK
REVIEWED BY: RLC
ISSUE DATE: 5/15/2025
CF/D: 1296.04E02
NOT RELEASED FOR CONSTRUCTION BY:
DATE:

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288
17800 Panama City Beach Parkway
Panama City Beach, Florida 32413
Phone: 850−234−1730
Fax: 850−234−1731

NO.	DATE	BY	REVISIONS
01			
02			
03			
04			
05			

Sean D. McNeil, P.E.
PROFESSIONAL ENGINEER
FL LIC # 49003

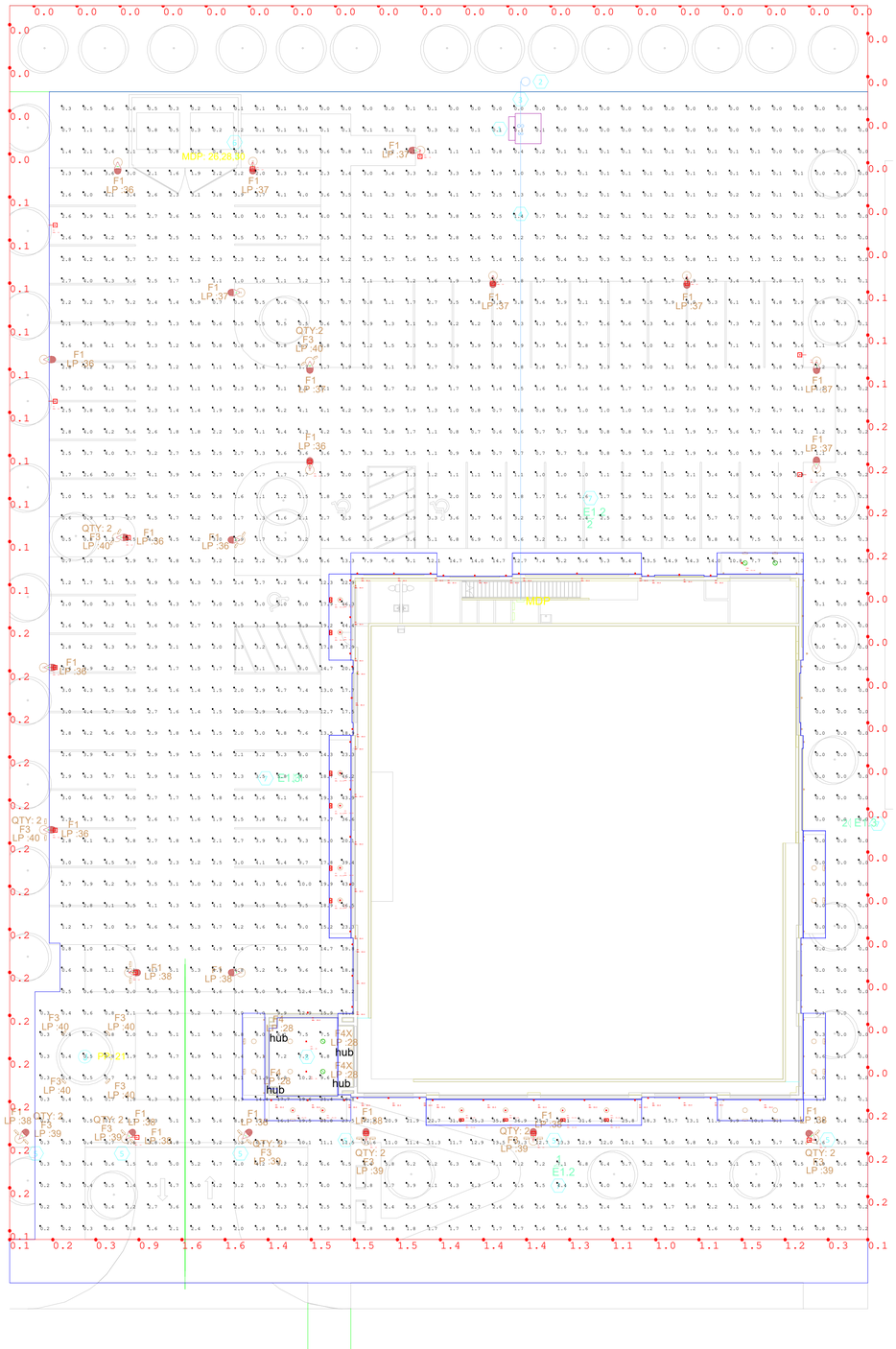
Robert L. Carroll, P.E.
PROFESSIONAL ENGINEER
FL LIC # 57988

ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

SHEET NUMBER 12 OF 12

1296.04B − ALVIN'S ISLAND #11

GENERAL NOTES:
1. NOT FOR CONSTRUCTION PURPOSES.
2. ALL CALCULATIONS CONTAIN AND ERROR FACTOR OF +/- 10%.
3. CALCULATION POINT SPACING IS x' x x'
4. ALL CALCULATIONS ARE IN FOOT CANDLE MEASUREMENTS
5. UNLESS OTHERWISE NOTED - ALL REFLECTANCE VALUES ARE CALCULATED USING THE DEFAULT VALUES OF: PARKING LOT = .2, WALLS = .5, CEILING = .7



Luminaire Schedule								
Symbol	Qty	Label	[MANUFAC]	Description	LLF	Mounting Height	Lum. Watts	Total Watts
	17	F1	LSI INDUSTRIES, INC.	MRS-LED-06L-SIL-FT-40-70CRI-IL	0.900	14	132	2244
	84	F2	CONTECH LIGHTING	CY3S140K12D1UD-X-WF-XX	0.583	12.5, 28.5	10	840
	10	F3	LSI INDUSTRIES, INC	XFLM-NF-LED-28-HO-NW	0.900	15.16	39	390
	12	F4	ILP	CP-3L-U-40	0.900	15.16	28.4	340.8
	1	F4E	ILP	CP-3L-U-40-LEDBBCT7	0.900	15.16	28.4	28.4
	2	F5	ILP	CP-9L-U-40-LEDBBCT	0.900	30	68.8	137.6

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE	Illuminance	Fc	0.07	0.2	0.0	N.A.	N.A.
SITE_Planar	Illuminance	Fc	3.71	46.5	0.0	N.A.	N.A.
SOUTH PROPERTY LING	Illuminance	Fc	1.12	1.6	0.1	11.20	16.00

Bell & McCoy
Lighting and Controls

3232 RIDGELAKE
METAIRIE, LA 70002

ALVIN'S #11
SITE

Revisions:
X XX/XX/XXXX

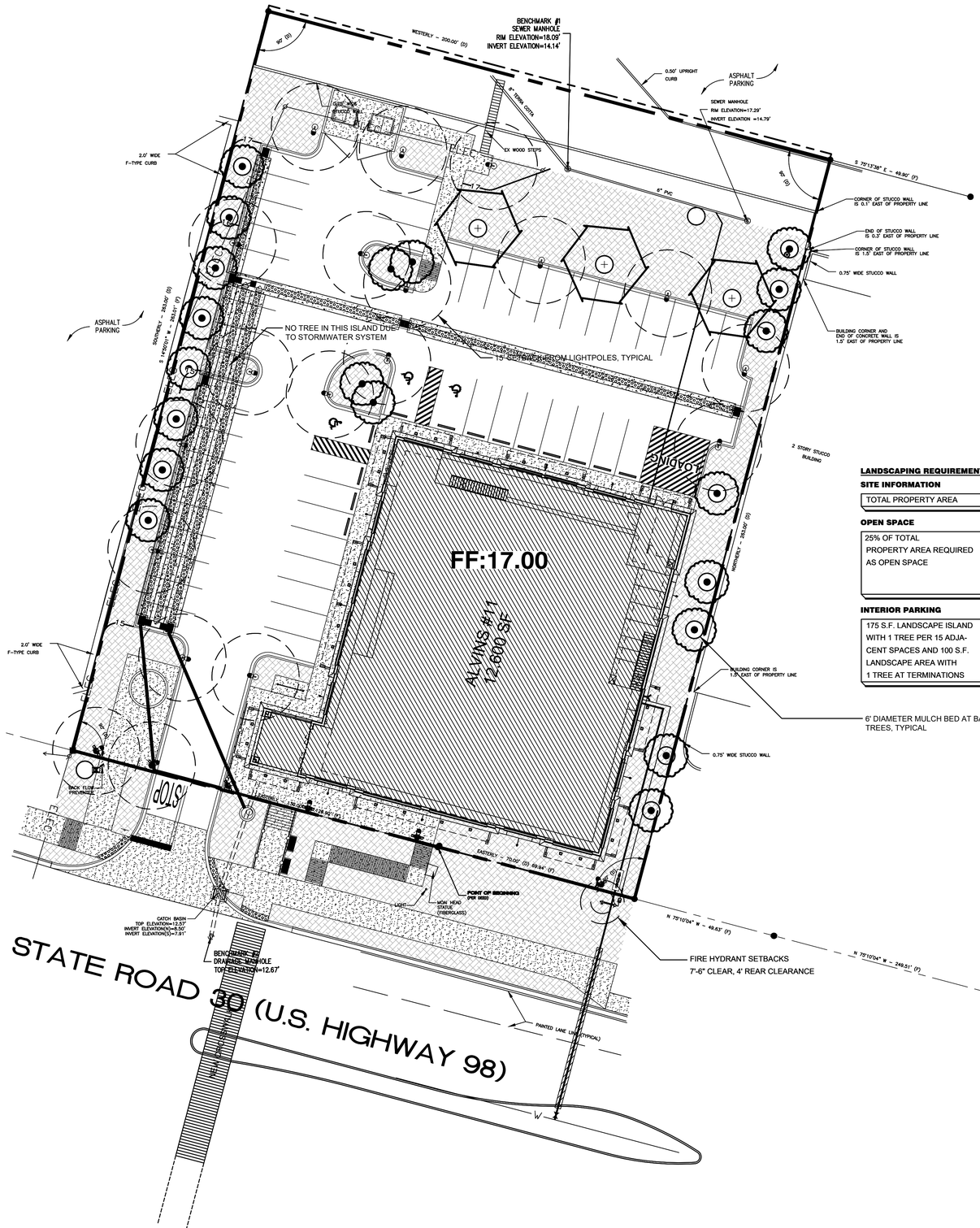
Drawn By:
M. Krug

Date:
5/18/2022

Scale:
N.T.S

Sheet Title:
Site Photometrics

Sheet No.
1



LANDSCAPING REQUIREMENTS

SITE INFORMATION

TOTAL PROPERTY AREA	52,558 SQUARE FEET

OPEN SPACE

25% OF TOTAL PROPERTY AREA REQUIRED AS OPEN SPACE	AREA REQUIRED	AREA PROVIDED
	13,140 SQUARE FEET (25%)	15,316 SQUARE FEET (29%)

INTERIOR PARKING

175 S.F. LANDSCAPE ISLAND WITH 1 TREE PER 15 ADJACENT SPACES AND 100 S.F. LANDSCAPE AREA WITH 1 TREE AT TERMINATIONS	PARKING ISLANDS TREES REQUIRED		PARKING TERMINATION TREES	
	REQUIRED	PROVIDED	REQUIRED	PROVIDED
	1	1	8	8

LANDSCAPE NOTES:

1. LOCATE ALL UTILITIES BEFORE DIGGING. PROTECT ALL UTILITIES FROM DAMAGE DURING CONSTRUCTION.
2. ELIMINATE EXISTING VEGETATION IN AREAS TO BE PLANTED. SPRAY WITH ROUNDUP AT MANUFACTURER'S RECOMMENDED RATE TWICE IN 14 DAYS.
3. TOP DRESS ALL AREAS TO RECEIVE PLANTINGS WITH 2" FINISHED MUSHROOM COMPOST PRIOR TO PLANTING.
4. ALL PLANT MATERIAL FLORIDA #1 OR BETTER.
5. FERTILIZE ALL PLANTINGS WITH OSMOCOTE OR OTHER APPROVED SLOW RELEASE FERTILIZER AT MANUFACTURER'S RECOMMENDED RATE BEFORE MULCHING.
6. APPLY PREEN OR OTHER APPROVED PRE-EMERGENT HERBICIDE TO ALL PLANTING AREAS BEFORE MULCHING.
7. MULCH ALL AREAS OF TREE, SHRUB AND GROUNDCOVER MASS PLANTINGS WITH 3" PINESTRAW MULCH.
8. QUANTITIES SHOWN IN PLANT LIST ARE FOR CONTRACTOR'S CONVENIENCE. VERIFY ALL PLANT QUANTITIES SHOWN ON PLAN AND IN PLANT LIST.
9. B&B MATERIAL MAY BE SUBSTITUTED FOR CONTAINER GROWN MATERIAL PROVIDED IT EXCEEDS THE MINIMUM SIZES NOTED.
10. SOD ALL DISTURBED AREAS WITH SPECIES SHOWN ON PLAN.
11. WARRANTY ALL PLANTS FOR A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE.

IRRIGATION NOTES:

1. AUTOMATIC IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE OF ALL LANDSCAPE AREAS.
2. CONTRACTOR RESPONSIBLE FOR LOCATING AND SUPPLYING ELECTRICAL POWER TO CONTROLLER.
3. CONTRACTOR TO PROVIDE AND PAY FEES FOR SEPARATE IRRIGATION METER.
4. PROVIDE BACKFLOW PREVENTION PER CITY REQUIREMENTS.
5. PROVIDE RAIN SHUT OFF DEVICE PER FLA. STATE LAW.

LANDSCAPE LEGEND

GROUNDCOVER

16,500± S.F. INCLUDING 10% FOR WASTE
'EMERALD' ZOYSIA SOD
ZOYSIA JAPONICA 'EMERALD'

20 CABBAGE PALM
SABAL PALMETTO
10-14' HEIGHT STAGGERED

3 LIVE OAK
QUERCUS VIRGINIANA
6' HEIGHT MINIMUM

GRAPHIC SCALE
0 10 20 40 60 80
SCALE IN FEET

SOURCE DATA FOR SITE PLAN PROVIDED BY MCNEIL-CARROLL ENGINEERING, INC.

22045-ALVIN'S #11

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ALVIN'S DESTIN
FOR ALVIN'S STORES INC.
DESTIN, FLORIDA

DATE	ISSUE/REVISION
03/30/22	PERMIT DRAWING
05/18/22	PERMIT DRAWING

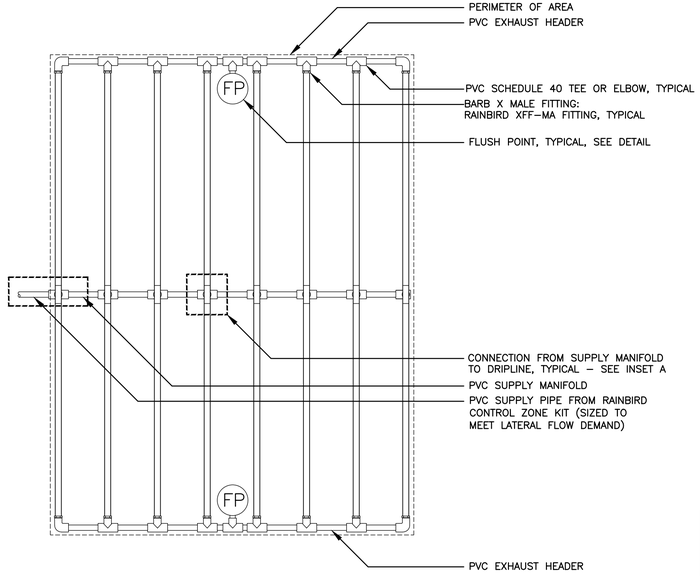
REGISTERED LANDSCAPE ARCHITECT
ALAN D. HOLT
LA0001659
STATE OF FLORIDA

MAY 18, 2022

LANDSCAPE PLAN
SHEET NUMBER

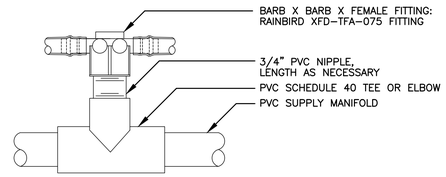
LP1

ONE OF TWO



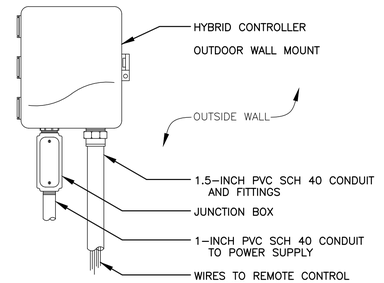
NOTES:
1. DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION. SEE INSTALLATION SPECIFICATIONS ON RAIN BIRD WEB SITE (WWW.RAINBIRD.COM) FOR SUGGESTED SPACING.
2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE ACCOMPANYING TABLE.
3. WHEN USING 17MM INSERT FITTINGS WITH DESIGN PRESSURE OVER 50PSI, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.

7 IP2 **XFD ON-SURFACE DRIPLINE CENTER FEED LAYOUT**
SCALE: N.T.S.

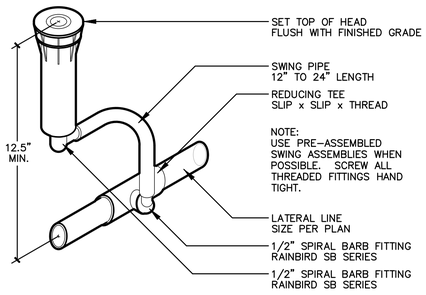


INSET A

XFD Dripline Maximum Lateral Lengths (Feet)						
Inlet Pressure psi	12" Spacing		18" Spacing		24" Spacing	
	Nominal Flow (gph)		Nominal Flow (gph)		Nominal Flow (gph)	
	0.6	**0.9**	**0.6**	**0.9**	**0.6**	**0.9**
15	273	155	314	250	424	322
20	318	169	353	294	508	368
30	360	230	413	350	586	414
40	395	255	465	402	652	474
50	417	285	528	420	720	488
60	460	290	596	455	780	514



5 IP2 **HYBRID CONTROLLER**
SCALE: N.T.S.



3 IP2 **SPRAYHEAD DETAIL**
SCALE: 1/4"=1"
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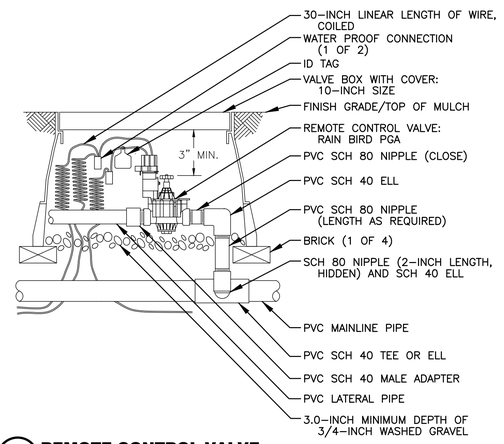
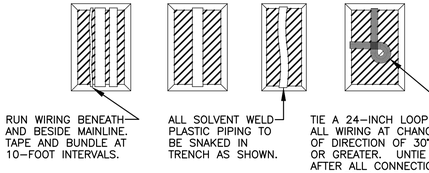
6 IP2 **FLUSH POINT DETAIL**
SCALE: N.T.S.

NOTE:
1. ALLOW A MINIMUM OF 6–INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

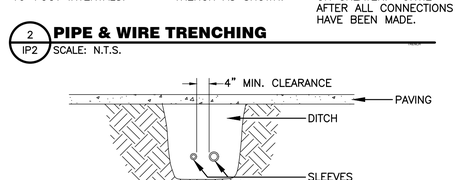


4 IP2 **REMOTE CONTROL VALVE**
SCALE: N.T.S.

SECTION VIEW



PLAN VIEW



2 IP2 **PIPE & WIRE TRENCHING**
SCALE: N.T.S.

NOTES:
1. ALL PVC IRRIGATION SLEEVES TO BE SCHEDULE 40 PIPE.
2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24–INCHES MINIMUM ABOVE FINISH GRADE.
4. MECHANICALLY TAMP TO 95% PROCTOR.

1 IP2 **SLEEVING DETAIL**
SCALE: N.T.S.

SOURCE DATA FOR SITE PLAN PROVIDED BY MCNEIL–CARROLL ENGINEERING, INC.

21193–ALVIN'S DESTIN

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Alan D. Holt, A.S.L.A.
LANDSCAPE ARCHITECT, PA
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PO BOX 2549 PANAMA CITY, FL 32402
TELEPHONE: (850)914-9006 E-MAIL:alan@alandholtasla.com

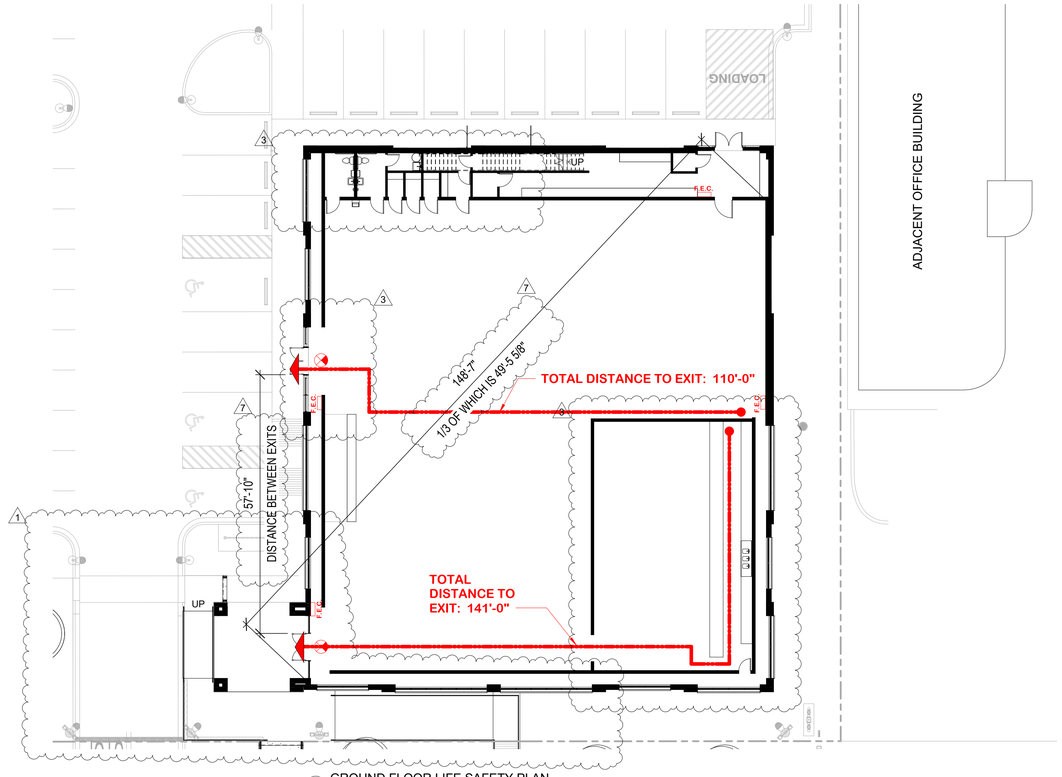
ALVIN'S DESTIN
FOR ALVIN'S STORES INC.
DESTIN, FLORIDA

DATE	ISSUE/REVISION
05/18/22	PERMIT DRAWING

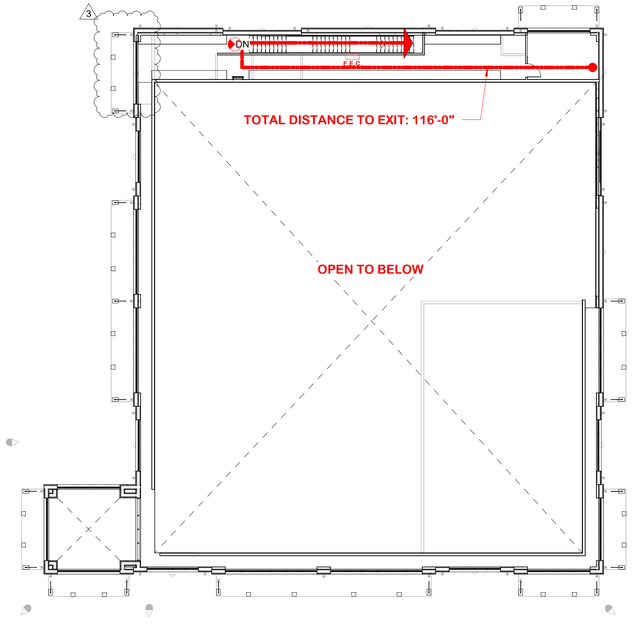
IRRIGATION DETAILS
SHEET NUMBER

IP2

FOUR OF FOUR



1 GROUND FLOOR LIFE SAFETY PLAN
1/16" = 1'-0"



2 UPPER DISPLAY SHELF/STORAGE/SERVER ROOM LIFE SAFETY PLAN
1/16" = 1'-0"

LIFE SAFETY DATA - FLORIDA BUILDING CODE 2023 EDITION

OCCUPANCY CLASSIFICATION:	FBC 309 MERCANTILE - GROUP M	FIRE RATED CONSTRUCTION:	FBC TABLE 601
OCCUPANCY LOAD CALCULATIONS:	FBC 1004 - TABLE 1004.5 MERCANTILE = 60 GSF PER OCCUPANT STORAGE, STOCK, SHIPPING AREA= 300 GSF	CONSTRUCTION TYPE=	TYPE VB
		STRUCTURAL FRAME =	0 HR
		NON-BEARING WALLS =	EXTERIOR = 0 HR INTERIOR = 0 HR
		FLOOR CONSTRUCTION =	0 HR
		ROOF CONSTRUCTION =	0 HR
CONSTRUCTION:	FBC - TYPE VB		
HEIGHT AND AREA ALLOWANCES:	FBC TABLE 504.3 - 60 FT FBC TABLE 504.4 - 2 FLOORS FBC TABLE 506.2 - 36,000 GSF DESIGNED BUILDING: 1 STORY AT 12,600 GSF SEE AREA TABLE BELOW	FIRE PROTECTION:	BUILDING IS EQUIPPED WITH AUTOMATIC SPRINKLER SYSTEM

MEANS OF EGRESS:

OCCUPANT LOAD:	MERCANTILE - 9,865 GSF / 60 GSF/ OCCUPANT =165 PERSONS STORAGE, STOCK & SHIPPING - 2,735 GSF/ 300 GSF / OCCUPANT = 9 PERSONS TOTAL=174 PERSONS
MAXIMUM DEAD END CORRIDOR:	50 FEET
MINIMUM NUMBER OF EXITS:	OCCUPANT LOAD = 174 MINIMUM NUMBER OF EXITS (FBC TABLE 1006.3.2)= 2 EXITS PROVIDED IN DESIGN = 2
MAXIMUM TRAVEL DISTANCE TO EXIT:	FBC TABLE 1017.2 MERCANTILE OCCUPANCIES = 250 FT WITH SPRINKLER SYSTEM MAX TRAVEL DISTANCE PROVIDED = 154'-0"
REQUIRED EGRESS WIDTHS:	FBC 1005.3.2 = EGRESS CAPACITY FACTOR OF 0.2" PER OCCUPANT 174 OCCUPANTS = 36" REQUIRED 360" PROVIDED
EGRESS CAPACITY:	1 DOOR LEAFS AT 83 PERSONS EACH 2 DOOR LEAFS AT 166 PERSONS EACH = 332 PERSONS CAPACITY EXCEEDING 300 OCCUPANCY LOAD
OPENING PROTECTIVES:	ALL EXTERIOR GLASS IS IMPACT RATED FOR LARGE MISSILE REQUIREMENTS & HURRICANE RATED PER STRUCTURAL DRAWINGS.

BUILDING AREA

GROUND FLOOR - MERCANTILE	9,865 SF
- RESTROOM/ DRESSING ROOM/ MECHANICAL/ ELECTRICAL AREAS/STORAGE	2,735 SF
BUILDING FOOTPRINT	12,600 SF
TOTAL	12,600 SF

LIFE SAFETY LEGEND

<170>	EXIT CAPACITY (OCCUPANTS)
C	EXIT PATH NUMBER WITH SEGMENT TRAVEL DISTANCE AND DIRECTION OF TRAVEL. SEE EXIT DISTANCE CHART FOR TOTAL EXIT DISTANCES.
	EXIT SIGN - SHADED REGION INDICATES LIGHTED SIDE

FE 1 = PORTABLE FIRE EXTINGUISHER.
REGULAR DRY CHEMICAL (SODIUM BICARBONATE BASED)
FIRE EXTINGUISHER UL RATED 10-B.C 10LB NORMAL CAPACITY.
ENAMELED-STEEL CONTAINER.

FEC = FIRE EXTINGUISHER CABINET WITH FE 1 PORTABLE FIRE EXTINGUISHER.

ARM
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2424 JENKS AVENUE SUITE B
PANAMA CITY, FLORIDA 32405
"DESIGNING A BETTER EXPERIENCE"

Digitally signed by Victoria Williams
DN: cn=Victoria Williams, o=VBA Design, Inc., ou, email=vwilliams@vbadesign.us, c=US
Date: 2025.04.01 14:53:56 -05'00'

DATE 10/15/2024
DRAWN MP | REVIEWED VW

REVISIONS

No.	Date	Description
1	10/16/2022	Civil Coordination
3	04/25/2024	Addendum 3
7	03/25/2025	Additional Info

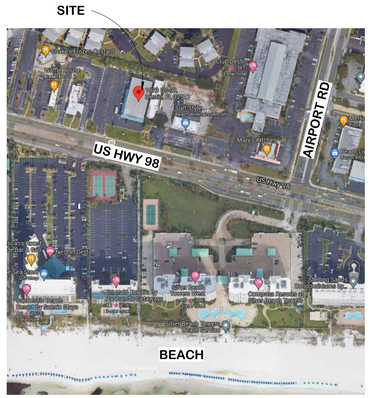
PROJECT # 2137

CONSTRUCTION DOCUMENTS

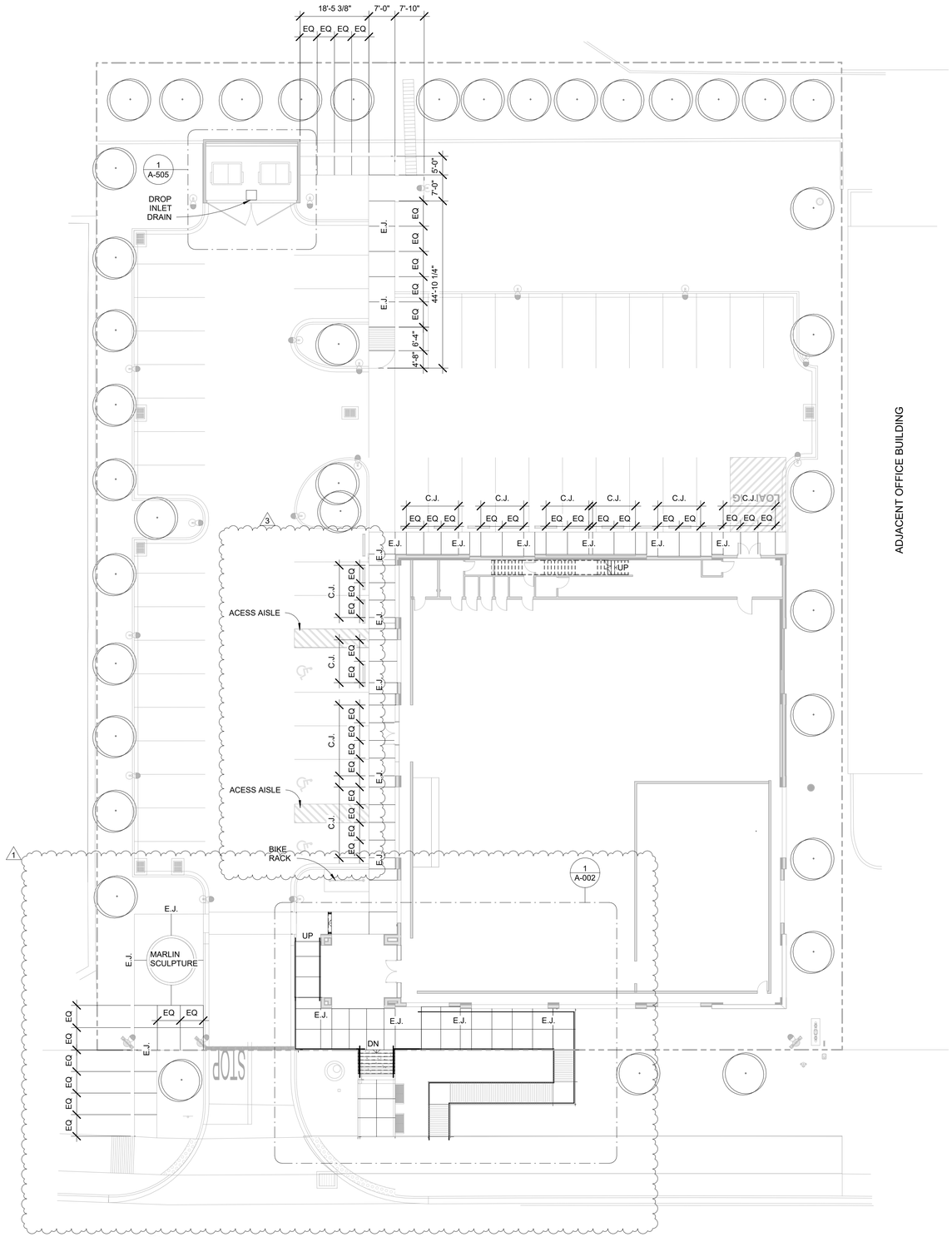
LIFE SAFETY PLAN

ALVIN'S ISLAND #11
1073 HWY 98 East
Destin, FL 32541

SHEET NO. G-002



2 LOCATION MAP
1" = 1'-0"



1 ARCHITECTURAL SITE PLAN
1/16" = 1'-0"

ARM
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DN: cn=Victoria Williams, o=VBA Design, Inc., ou, email=vwilliams@vbadesign.us, c=US
Date: 2025.04.01 14:54:08 -05'00'

DATE 10/15/2024
DRAWN MP
REVIEWED VW

REVISIONS

No.	Date	Description
1	10/16/2022	Civil Coordination
3	04/25/2024	Addendum 3

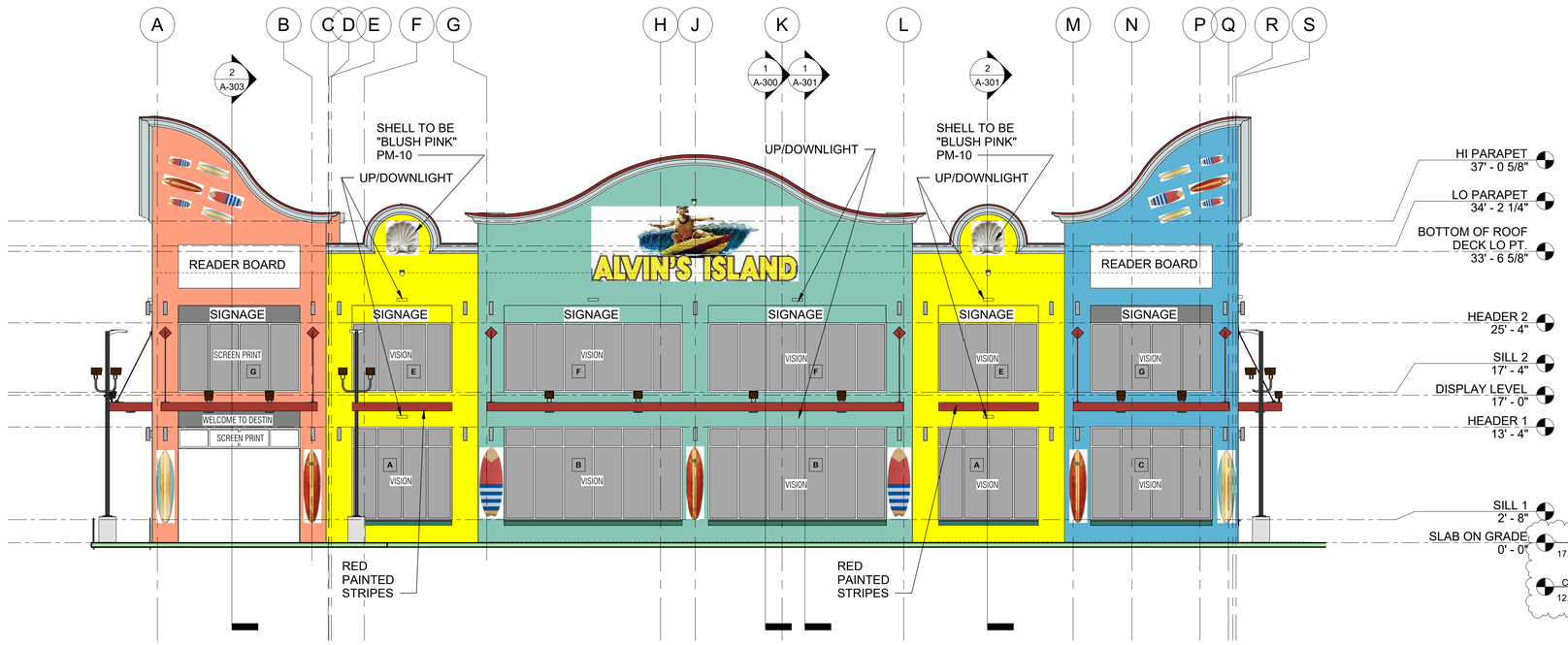
PROJECT # 2137

CONSTRUCTION DOCUMENTS

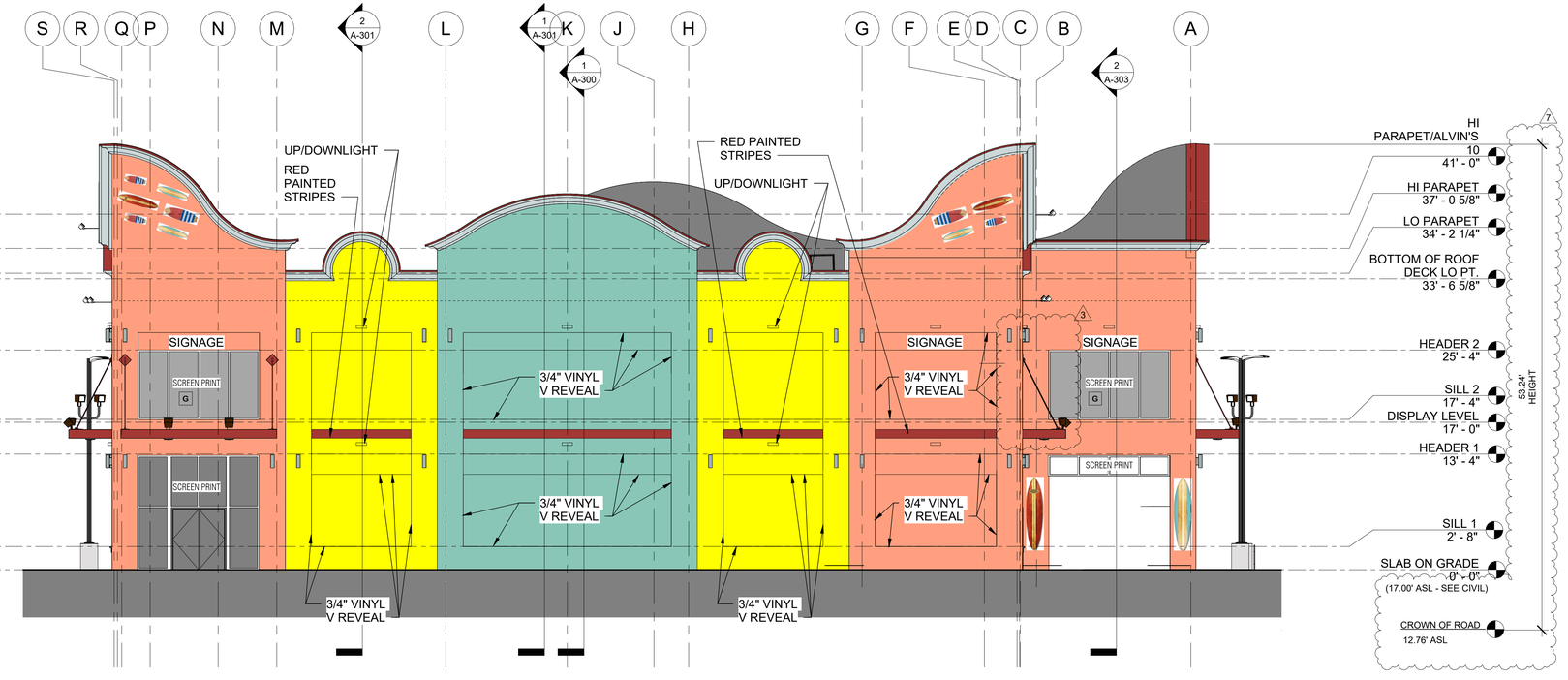
ARCHITECTURAL SITE PLAN

ALVIN'S ISLAND #11
1073 HWY 98 East
Destin, FL 32541

SHEET NO. A-001



2 SOUTH - ELEVATION
1/8" = 1'-0"



1 NORTH - ELEVATION
1/8" = 1'-0"

EXTERIOR COLOR SCHEDULE

EIFS COLOR 1	EQUAL TO STO VT 162507 (ORANGE)
EIFS COLOR 2	EQUAL TO STO 33136 (FRENCH GREY)
EIFS COLOR 3	EQUAL TO STO VT 162506 (CANARY YELLOW)
EIFS COLOR 4	EQUAL TO STO VT 162508 JADE GREEN (LIGHT BLUE)
EIFS COLOR 5	EQUAL TO STO VT 162509 TRUE GREEN (LIGHT GREEN)
EIFS COLOR 6	EQUAL TO STO 36100 (DARK GREEN)
EIFS COLOR 7	EQUAL TO STO 33100 (TUSCAN RED)
COPING COLOR 5	EQUAL TO RAL 3003 (TUSCAN RED)

TILE (UNDER WINDOW)	EQUAL TO STO 36100 (DARK GREEN)
AWNING SYSTEM	EQUAL TO RAL 3003(TUSCAN RED)
PARAPET COPING/FLASHING	EQUAL TO RAL 3003 (TUSCAN RED)
GRAPHIC ELEMENTS	TO BE DETERMINED
LOUVER	EQUAL TO EIFS COLOR OF WALL
GLAZING	CLEAR
ALUMINUM WINDOWS/DOORS	WHITE KYNAR
POWER DOORS	WHITE KYNAR

- EIFS COLOR 1 (ORANGE)
- EIFS COLOR 2 (FRENCH GREY 20%)
- EIFS COLOR 3 (CANARY YELLOW)
- EIFS COLOR 4 (BLUE)
- EIFS COLOR 5 (LIGHT GREEN)
- EIFS COLOR 6 (DARK GREEN)
- EIFS COLOR 7 (TUSCAN RED)

EXTERIOR FINISH: MEDIUM SAND TEXTURE

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VBA DESIGN, INC.
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2424 JENKS AVENUE SUITE B
PANAMA CITY, FLORIDA 32405
"DESIGNING A BETTER EXPERIENCE"

STATE OF FLORIDA
VICTORIA L. WILLIAMS
REGISTERED ARCHITECT

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DATE 10/15/2024
DRAWN MP | REVIEWED VW

REVISIONS

No.	Date	Description
3	04/25/2024	Addendum 3
7	03/25/2025	Additional Info

PROJECT # 2137

CONSTRUCTION DOCUMENTS

NORTH ELEVATION & WEST ELEVATION NOTES

ALVIN'S ISLAND #11
1073 HWY 98 East
Destin, FL 32541

SHEET NO. A-201

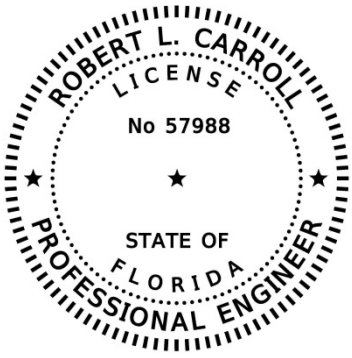
DRAINAGE REPORT

ALVIN'S ISLAND #11

City of Destin, Florida
MCEI FILE NO. 1296.04

PREPARED BY:

McNEIL—CARROLL
ENGINEERING, INC.



Robert L Carroll
Digitally signed by Robert L Carroll
Date: 2022.07.18 18:47:39 -05'00'

Robert Carroll, P.E.
FL LC # 57988

14 July 2022
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1.1 INTRODUCTION

This drainage report was prepared for a redevelopment of a commercial retail building located on the north side of Hwy 98 and west side of Airport Road in Destin, Florida known as Alvin's Island #11. The site consists of one (1) parcel with a total area of 1.21± acres with no wetlands on site and is identified by the Okaloosa County Property Appraiser's office as Parcel ID **00-2S-22-0000-0024-0020.** A vicinity map is included within this permit application for your reference.



1.2 STORMWATER MODELING TECHNIQUES

Interconnected Channel & Pond Routing (ICPR version 3.02) was used as the stormwater management facility modeling software. This program has been accepted by numerous regulatory agencies across Florida and is accepted by FEMA for Flood Insurance projects. ICPR uses a link-node concept to idealize real-world systems. A node is a discrete location in the drainage system where conservation of mass or continuity is maintained. Links are the connections between nodes and are used to transfer or convey water through the drainage system. A Node-Link Diagram, Node Maximum Conditions (Maximum Stage Elevation) and Link Maximum Conditions (Post Development Flow Rate) has been included.

2.0 DESIGN CRITERIA

The development has been designed to meet the treatment and attenuation requirements of the City of Destin, Northwest Florida Water Management (NWFWMD) and Florida Department of Transportation (FDOT).

2.1 Water Quality

To comply with the City of Destin requirements, the stormwater management facility (SWMF) for the proposed drainage area must provide treatment for the first 1/2" of runoff from the drainage area. The total volume must be recovered within 72 hours.

To comply with the NWFWMD requirements, the SWMF for the proposed drainage area must provide treatment for the first 1" of rainfall from the drainage area. The total volume must be recovered within 72 hours.

2.2 Water Quantity Criteria per ERP Applicant's Handbook Volume II, Part 3.0

Systems that meet any of the following thresholds must be designed, constructed, operated, and maintained in accordance with this Part: (a) Systems that serve projects of 40 or more acres of total land area; (b) Systems that provide for the placement of 12 or more acres of impervious surface, which also constitutes more than 40 percent of the total land area; or (c) Systems that are at any time capable of impounding a volume of water exceeding 40 acre-feet. The total site area is less than 40 acres, contains less than 12 acres of impervious area and is not capable of impounding a volume of water in excess of 40 acre-feet, and therefore **is exempt** from water quantity and flood control requirements.

2.3 Peak Discharge Attenuation Criteria to Protect Streambanks, per ERP Applicant's Handbook Volume II, Part 4.5.1

For systems serving new construction that is greater than 50 percent impervious (excluding water bodies) of the project area, the post development peak discharge rate must not exceed the pre-development peak discharge rate for the 2-year, 24-hour design storm event, utilizing a Natural Resource Conservation Service (NRCS) type III rainfall distribution with an antecedent moisture condition II. The site area contains **more than** 50% impervious area, and therefore is not exempt from peak discharge attenuation criteria to protect streambanks.

2.4 Flood Attenuation (City of Destin and FDOT)

To comply with the requirements of the City of Destin and FDOT, the post development peak discharge rate must not exceed the pre development discharge rate for the 100 year critical storm event.

3.0 PRE-DEVELOPMENT

3.1 Background.

Drainage Area 1

This drainage area contains an existing retail building with attendant parking. The existing site has positive fall from approximate EL. 25.0 along the northern side to EL. 13.0 along the southern driveway entrance connecting to Hwy 98 (see provided survey and contour map). The site is bordered by Hwy 98 right of way to the south, and existing commercial buildings to the east and west of the property.

3.2 Time of Concentration (TOC_{pre})

The pre-development time of concentration was calculated using the TR-55 Manual for Small Urban Watersheds methodology which uses sheet flow, shallow concentrated flow and channel flow to determine time of concentrations. The TOC_{pre} result is summarized in Appendix B.

3.2 Geotechnical Information.

Geotechnical exploration was performed by NOVA for seasonal high water table determination and permeability rates. The test borings generally encountered medium dense to loose fine-grained sands and slightly silty sands (USCS classifications of SP-SM and SP, respectively) to a depth of about 10 feet below existing grade (BEG) underlain by medium dense to very dense fine-grained sands (SP) to the maximum depth explored of about 25 feet BEG. Groundwater was encountered at depths ranging between 4.75 feet to 5.75 feet below existing grade.

4.0 POST DEVELOPMENT

The stormwater management system has been designed for the proposed redevelopment and consists of one (1) drainage area utilizing an exfiltration system to provide treatment and attenuation.

4.1 Receiving Waters

The receiving waters for discharges from the site will be to the groundwater and to the stormwater conveyance system on Hwy 98 that the site currently connects to. Groundwater was encountered during the geotechnical exploration ranging from 4.75 feet to 5.75 feet below existing grade and an estimated seasonal high water table was established at El. 9.00. Based on depth of boring, the tailwater elevation for the groundwater table was conservatively estimated to be elevation 9.00 feet, NAVD88.

4.2 Drainage Area 1 (DA 1).

Drainage Area 1 contains an exfiltration system that provides treatment and attenuation for ± 1.21 acres. The treatment volume required for this drainage basin was for the first 1" of rainfall. This drainage area has been designed for the proposed development containing 0.84 acres of onsite impervious area. The top of the gravel pack is set at EL 14.00 and the bottom at El. 11.00. During the 100 year critical storm event (100-year 8-hour), the maximum stage will be EL. 13.77. Seasonal high groundwater was estimated during the geotechnical exploration at EL 9.00.

4.3 CN Summary

The post development site is considered to be developed with SCS Type "A" soil classification. The resulting SCS curve number calculated for the drainage area is summarized in Appendix B. The CN value in the post for the undisturbed/grassed areas are lower due to clean fill being utilized on the lot and the existing soils are very low and subject to seasonal high water table effects. The post condition will be compacted but not subject to the water table, allowing higher permeability. The existing impervious area within the drainage area was taken into consideration for the calculated pre development curve number.

4.4 Time of Concentration Summary

The post development time of concentration was calculated using the TR-55 Manual for Small Urban Watersheds methodology which uses sheet flow, shallow concentrated flow and channel flow to determine time of concentrations. The TOC_{post} result is summarized in Appendix B.

4.5 100-Year Floodplain Evaluation.

The subject developed portion of the parcel is not located within the 100-year floodplain according to provided survey as well as the FEMA Firmette Flood Map.

5.0 CONCLUSION

The design of the stormwater management system for this project comply with the requirements of the following:

DRAINAGE AREA 1 SUMMARY

Drainage Area	1.21 acres
Impervious Area	0.84 acres
1/2" of Runoff Treatment Required	2,190 cf
1" of Rainfall Treatment Required	3,089 cf
Treatment Volume Provided	4,455 cf

5.1 NWFWMD

The development meets/exceeds the requirements for first 1" of runoff.

The project is exempt from water quantity and flood control requirements per part 3.0. Using the SCS Type III Florida Modified distribution, the post development peak discharge rate does not exceed the pre-development rates for the 2-year, 24-hour storm event, per 4.5.1, Peak Discharge Attenuation Criteria to Protect Streambanks

DRAINAGE AREA 1
PEAK DISCHARGE ATTENUATION ANALYSIS
2 YEAR, 24 HOUR FREQUENCY STORM EVENT

Description	2 Year 24 Hour
Pre-Dev Runoff (cfs)	4.38
Post –Dev Runoff (cfs)	0.00
Top Bank El (ft)	14.00
Peak Stage (ft)	13.07
Freeboard (ft)	0.93

5.2 FDEP

Erosion control measures will be utilized throughout the construction phase of this project to restrict any turbid runoff from leaving the construction site. Installation details for silt fences and inlet sediment barriers, where applicable, are included within this permit application.

5.3 City of Destin

The design of the stormwater management system for this project complies with the City's stormwater regulations. The City requires that the post development discharge runoff rate for the 100 year critical storm event cannot exceed the pre development discharge rate.

DRAINAGE AREA 1
CRITICAL DURATION ANALYSIS
100 YEAR FREQUENCY STORM EVENT

Description	1 Hour	2 Hour	4 Hour	8 Hour	24 Hour
Pre-Dev Runoff (cfs)	4.41	6.89	4.22	4.56	1.65
Post –Dev Runoff (cfs)	0.16	1.45	1.07	1.83	0.46
Top Bank El (ft)	14.00	14.00	14.00	14.00	14.00
Peak Stage (ft)	13.17	13.66	13.54	13.77	13.33
Freeboard (ft)	0.83	0.34	0.46	0.23	0.67

5.4 Florida Department of Transportation

The design of the stormwater management system for this project complies with the FDOT stormwater regulations. The FDOT requires that the post development discharge runoff rate for the 100 year critical storm event cannot exceed the pre development discharge rate.

CRITICAL DURATION ANALYSIS
3 YEAR FREQUENCY STORM EVENT

Description	1 Hour	2 Hour	4 Hour	8 Hour	24 Hour	72 Hour
Pre-Dev Runoff (cfs)	3.29	3.22	1.99	2.26	0.79	0.50
Post–Dev Runoff (cfs)	0.00	0.00	0.00	0.00	0.00	0.00
Top Bank El (ft)	14.00	14.00	14.00	14.00	14.00	14.00
Peak Stage (ft)	11.95	11.92	11.86	11.99	11.77	11.00
Freeboard (ft)	2.05	2.08	2.14	2.01	2.23	3.00

CRITICAL DURATION ANALYSIS
5 YEAR FREQUENCY STORM EVENT

Description	1 Hour	2 Hour	4 Hour	8 Hour	24 Hour	72 Hour
Pre-Dev Runoff (cfs)	3.79	3.64	2.25	2.53	0.89	0.56
Post–Dev Runoff (cfs)	0.00	0.00	0.00	0.00	0.00	0.00
Top Bank El (ft)	14.00	14.00	14.00	14.00	14.00	14.00
Peak Stage (ft)	12.01	12.00	11.96	12.21	12.03	11.01
Freeboard (ft)	1.99	2.00	2.04	1.79	1.97	2.99

CRITICAL DURATION ANALYSIS
10 YEAR FREQUENCY STORM EVENT

Description	1 Hour	2 Hour	4 Hour	8 Hour	24 Hour	72 Hour
Pre-Dev Runoff (cfs)	4.50	4.34	2.65	2.96	1.08	0.66
Post–Dev Runoff (cfs)	0.00	0.00	0.00	0.00	0.00	0.00
Top Bank El (ft)	14.00	14.00	14.00	14.00	14.00	14.00
Peak Stage (ft)	12.24	12.32	12.38	12.71	12.60	11.09
Freeboard (ft)	1.76	1.68	1.62	1.29	1.40	2.91

CRITICAL DURATION ANALYSIS
25 YEAR FREQUENCY STORM EVENT

Description	1 Hour	2 Hour	4 Hour	8 Hour	24 Hour	72 Hour
Pre-Dev Runoff (cfs)	3.32	5.19	3.17	3.55	1.27	0.78
Post–Dev Runoff (cfs)	0.00	0.00	0.00	0.47	0.05	0.00
Top Bank El (ft)	14.00	14.00	14.00	14.00	14.00	14.00
Peak Stage (ft)	12.25	12.87	13.00	13.33	13.08	11.03
Freeboard (ft)	1.75	1.13	1.00	0.67	0.92	2.97

CRITICAL DURATION ANALYSIS
50 YEAR FREQUENCY STORM EVENT

Description	1 Hour	2 Hour	4 Hour	8 Hour	24 Hour	72 Hour
Pre-Dev Runoff (cfs)	6.59	6.04	3.70	4.13	1.40	0.87
Post –Dev Runoff (cfs)	0.65	0.49	0.55	1.38	0.19	0.00
Top Bank El (ft)	14.00	14.00	14.00	14.00	14.00	14.00
Peak Stage (ft)	13.40	13.34	13.36	13.64	13.19	11.37
Freeboard (ft)	0.60	0.66	0.64	0.36	0.81	2.63

CRITICAL DURATION ANALYSIS
100 YEAR FREQUENCY STORM EVENT

Description	1 Hour	2 Hour	4 Hour	8 Hour	24 Hour	72 Hour
Pre-Dev Runoff (cfs)	4.41	6.89	4.22	4.56	1.65	0.93
Post–Dev Runoff (cfs)	0.16	1.45	1.07	1.83	0.46	0.00
Top Bank El (ft)	14.00	14.00	14.00	14.00	14.00	14.00
Peak Stage (ft)	13.17	13.66	13.54	13.77	13.33	11.55
Freeboard (ft)	0.83	0.34	0.46	0.23	0.67	2.45

APPENDIX A

STORAGE REQUIREMENT CALCULATIONS

Alvins's #11 - FILE No.1296.04
McNeil Carroll Engineering, Inc.
DRAINAGE AREA 1

REQ'D: Volume of storage (retention) for 1/2" rule or runoff from one inch of rainfall

Drainage Area =	1.21	acre	or	52,558	sq. ft			
Impervious Area =	0.84	acre	or	36,483	sq. ft			
Pervious Area =	0.37	acre						
Offsite Site =	0.00	acre		0	sq. ft			
Offsite Impervious Area =	0.00	acre		0	sq. ft	Runoff Coefficient =	0.71	
Offsite Pervious Area =	0.00	acre						
Impervious Surface Area =	69.41	%				Water Quantity Criteria Required per 3.1 =	NO	
Top Bank Basin Area =	0.28	acre				Peak Discharge Attenuation Required per 4.5.1=	TRUE, 2-YR, 24-HR	
Soils Group =	A		(A,B,C,D,B/D)					
Fillable porosity = f =	0.25							
K_{vs}=	57.00	ft/day	use	28.50	ft/day	14.3	in/hr	
K_H=	38.00	ft/day	use	19.00	ft/day			
FS=	2.00							
Basin Bottom Elevation=	11.00							
SHWT=	9.00	ft						
Impervious Layer Elevation=	-2.00			Pipe Invert Elevation =	11.50			
h_b=	2.00			Volume at Invert =	565.00	cf		
Retention Required				Total Length of Pipe =	565.00	LF		
1/2" of runoff = (site area)(0.5 in)(43560 ft²/ac) / 12 in/ft				Gravel Trench Width =	5.00	ft		
				Total Treatement Volume =	4,455	cf		
1/2" of runoff=	2190	cf						

1" of rainfall = (site area)(runoff coefficient)(43560 ft²/ac) / 12 in/ft

1" of rainfall = 3089 cf

SOLUTION:

Storage required =	3,089	cf	or	0.071	ac-ft		
Minimum depth =	1.95	ft					
Req'd overflow set @	12.95	ft	Overflow set @	13.75	ft	Vol set/Vol req'd =	1.44 = Safety Factor

Part II - Unsaturated Vertical Flow Analysis

Treatment Volume Depth (h_v)=	2.75	ft	
Height of water to saturate (h_u)=f(h_b)=	0.50	ft	saturated lateral flow will occur
Volume infiltrated during Stage One (V_u)=	1412.5	cf	(Eq. 13-3; A_b h_b f)
Unsaturated vertical hydraulic conductivity (K_{vu})=	57.00	ft/day	(Eq. 13-11; 2/3 K_{vs})
Design Infiltration Rate (I_d)=	28.50	ft/day	(Eq. 13-1; K_{vu}/FS)
Time to saturate soil beneath the basin (t_{sat})=	0.02	days or	0.42 hours (Eq. 13-2; f h_b / I_d)

Part III - Saturated Lateral Flow Analysis

Remaining volume to be infiltrated under saturated lateral flow=	1677	cf (storage required - volume infiltrated during Stage One)
Elevation of treatment volume at start of saturated lateral flow=	12.19	ft
height of water in the basin at start of saturated lateral flow (h_2)=	1.19	ft
height of water in the basin above initial GWT at start of sat lat flow (H_T)=	3.19	ft (Eq. 13-8; H_T=h_b+h_2)
F_y=	0.63	(Eq. 13-6; F_y=h_c/H_T)
Basin length to width ratio (L/W)=	113.00	
F_x=	1.00	(from Figure 13-7)
Time to recover remaining treatment volume under saturated lateral flow		
H=	11.00	ft
Average saturated thickness (D) =	12.00	ft (Eq. 13-7; D=H + h_c/2)
time (t)=	0.11	days (Eq. 13-9; t=W^2/(4 K_H D F^2_x))

Part IV - Total Recovery Time

Total recovery time (t_{Total})= 0.13 days or 3 hours

Alvin's #11 - Drainage Area 1

Linear foot of Trench -	565	
Voids in the stone (porosity) -	40	%
Base of Stone Elevation -	11.00	ft
Amount of Stone Above Chambers -	6	in
Amount of Stone Below Chambers -	6	in
Gravel Trench Width	5	ft
Gravel Trench Height	3	ft
Pipe Diameter	2	ft

Total Basin Area - 2825

Cumulative Storage Volumes

Elevation *(feet)*	Height of System *(inches)*	Incremental Pipe *(cubic feet)*	Incremental Total Pipe *(cubic feet)*	Incremental Stone *(cubic feet)*	Incremental Pipe & St *(cubic feet)*	Cumulative System *(cubic feet)*	Average Surface Area *(square feet)*
14.00	36	0.00	0.00	94.17	94.17	4455	1130.00
13.92	35	0.00	0.00	94.17	94.17	4361	1130.00
13.83	34	0.00	0.00	94.17	94.17	4267	1130.00
13.75	33	0.00	0.00	94.17	94.17	4172	1130.00
13.67	32	0.00	0.00	94.17	94.17	4078	1130.00
13.58	31	0.00	0.00	94.17	94.17	3984	1130.00
13.50	30	0.04	25.31	84.04	109.35	3890	1312.21
13.42	29	0.08	45.34	76.03	121.37	3781	1456.47
13.33	28	0.10	57.41	71.20	128.61	3659	1543.36
13.25	27	0.12	66.39	67.61	134.00	3531	1608.03
13.17	26	0.13	73.45	64.79	138.24	3397	1658.84
13.08	25	0.14	79.10	62.53	141.63	3258	1699.52
13.00	24	0.15	83.65	60.70	144.36	3117	1732.31
12.92	23	0.15	87.26	59.26	146.52	2972	1758.26
12.83	22	0.16	90.04	58.15	148.19	2826	1778.30
12.75	21	0.16	92.07	57.34	149.41	2678	1792.91
12.67	20	0.17	93.40	56.81	150.21	2528	1802.48
12.58	19	0.17	94.06	56.54	150.60	2378	1807.22
12.50	18	0.17	94.06	56.54	150.60	2227	1807.22
12.42	17	0.17	93.40	56.81	150.21	2077	1802.48
12.33	16	0.16	92.07	57.34	149.41	1927	1792.91
12.25	15	0.16	90.04	58.15	148.19	1777	1778.30
12.17	14	0.15	87.26	59.26	146.52	1629	1758.26
12.08	13	0.15	83.65	60.70	144.36	1483	1732.31
12.00	12	0.14	79.10	62.53	141.63	1338	1699.52
11.92	11	0.13	73.45	64.79	138.24	1197	1658.84
11.83	10	0.12	66.39	67.61	134.00	1058	1608.03
11.75	9	0.10	57.41	71.20	128.61	924	1543.36
11.67	8	0.08	45.34	76.03	121.37	796	1456.47
11.58	7	0.04	25.31	84.04	109.35	674	1312.21
11.50	6	0.00	0.00	94.17	94.17	565	1130.00
11.42	5	0.00	0.00	94.17	94.17	471	1130.00
11.33	4	0.00	0.00	94.17	94.17	377	1130.00
11.25	3	0.00	0.00	94.17	94.17	283	1130.00
11.17	2	0.00	0.00	94.17	94.17	188	1130.00
11.08	1	0.00	0.00	94.17	94.17	94	1130.00

APPENDIX B

CURVE NUMBER CALCULATION

Alvins's #11 - FILE No.1296.04

DRAINAGE AREA 1

Total Runoff Area 52,558 ft^2
1.21 acres

PRE-DEVELOPMENT

	TYPE A SOILS		TYPE B SOILS		TYPE C SOILS		TYPE D SOILS		CN SOIL GROUP				CN*A	Total
LAND USE	**Area (ft^2)**	**%**	**Area (ft^2)**	**%**	**Area (ft^2)**	**%**	**Area (ft^2)**	**%**	**A**	**B**	**C**	**D**		**Area**
Woods (Poor)		0.00%		0.00%		0.00%		0.00%	45	66	77	83	0	0
Woods (Fair)		0.00%		0.00%		0.00%		0.00%	36	60	73	79	0	0
Woods (Good)		0.00%		0.00%		0.00%		0.00%	30	55	70	77	0	0
Woods/Grass (Poor)		0.00%		0.00%		0.00%		0.00%	57	73	82	86	0	0
Woods/Grass (Fair)		0.00%		0.00%		0.00%		0.00%	43	65	76	82	0	0
Woods/Grass (Good)	9,191	17.49%		0.00%		0.00%		0.00%	32	58	72	79	294,112	9,191
Dirt		0.00%		0.00%		0.00%		0.00%	72	82	87	89	0	0
Grass (Fair)		0.00%		0.00%		0.00%		0.00%	49	69	79	84	0	0
Grass (Good)		0.00%		0.00%		0.00%		0.00%	39	61	74	80	0	0
1/8 Ac. Residential		0.00%		0.00%		0.00%		0.00%	77	85	90	92	0	0
1/5 Ac. Residential		0.00%		0.00%		0.00%		0.00%	69	80	87	90	0	0
1/4 Ac. Residential		0.00%		0.00%		0.00%		0.00%	61	75	83	87	0	0
1/3 Ac. Residential		0.00%		0.00%		0.00%		0.00%	57	72	81	86	0	0
1/2 Ac. Residential		0.00%		0.00%		0.00%		0.00%	54	70	80	85	0	0
1 Ac. Residential		0.00%		0.00%		0.00%		0.00%	51	68	79	84	0	0
2 Ac. Residential		0.00%		0.00%		0.00%		0.00%	46	65	77	82	0	0
Industrial		0.00%		0.00%		0.00%		0.00%	81	88	91	93	0	0
Commercial		0.00%		0.00%		0.00%		0.00%	89	92	94	95	0	0
Streets and Roads	43,367	82.51%		0.00%		0.00%		0.00%	98	98	98	98	4,249,966	43,367
Standing Water		0.00%		0.00%		0.00%		0.00%	100	100	100	100	0	0
TOTALS	**52,558**	**100%**	**0**	**0%**	**0**	**0%**	**0**	**0%**		**COMPOSITE CN**		**86**	**4,544,078**	**52,558**

POST-DEVELOPMENT

	TYPE A SOILS		TYPE B SOILS		TYPE C SOILS		TYPE D SOILS		CN SOIL GROUP				CN*A	Total
LAND USE	**Area (ft^2)**	**%**	**Area (ft^2)**	**%**	**Area (ft^2)**	**%**	**Area (ft^2)**	**%**	**A**	**B**	**C**	**D**		**Area**
Woods (Poor)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	45	66	77	83	0	0
Woods (Fair)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	36	60	73	79	0	0
Woods (Good)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	30	55	70	77	0	0
Woods/Grass (Poor)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	57	73	82	86	0	0
Woods/Grass (Fair)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	43	65	76	82	0	0
Woods/Grass (Good)	16,075	30.59%	0	0.00%	0	0.00%	0	0.00%	32	58	72	79	514,400	16,075
Dirt	0	0.00%	0	0.00%	0	0.00%	0	0.00%	72	82	87	89	0	0
Grass (Fair)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	49	69	79	84	0	0
Grass (Good)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	39	61	74	80	0	0
1/8 Ac. Residential	0	0.00%	0	0.00%	0	0.00%	0	0.00%	77	85	90	92	0	0
1/5 Ac. Residential	0	0.00%	0	0.00%	0	0.00%	0	0.00%	69	80	87	90	0	0
1/4 Ac. Residential	0	0.00%	0	0.00%	0	0.00%	0	0.00%	61	75	83	87	0	0
1/3 Ac. Residential	0	0.00%	0	0.00%	0	0.00%	0	0.00%	57	72	81	86	0	0
1/2 Ac. Residential	0	0.00%	0	0.00%	0	0.00%	0	0.00%	54	70	80	85	0	0
1 Ac. Residential	0	0.00%	0	0.00%	0	0.00%	0	0.00%	51	68	79	84	0	0
2 Ac. Residential	0	0.00%	0	0.00%	0	0.00%	0	0.00%	46	65	77	82	0	0
Industrial	0	0.00%	0	0.00%	0	0.00%	0	0.00%	81	88	91	93	0	0
Commercial	0	0.00%	0	0.00%	0	0.00%	0	0.00%	89	92	94	95	0	0
Streets and Roads	36,483	69.41%	0	0.00%	0	0.00%	0	0.00%	98	98	98	98	3,575,334	36,483
Standing Water		0.00%	0	0.00%	0	0.00%	0	0.00%	100	100	100	100	0	0
TOTALS	**52,558**	**100%**	**0**	**0%**	**0**	**0%**	**0**	**0%**		**COMPOSITE CN**		**78**	**4,089,734**	**52,558**

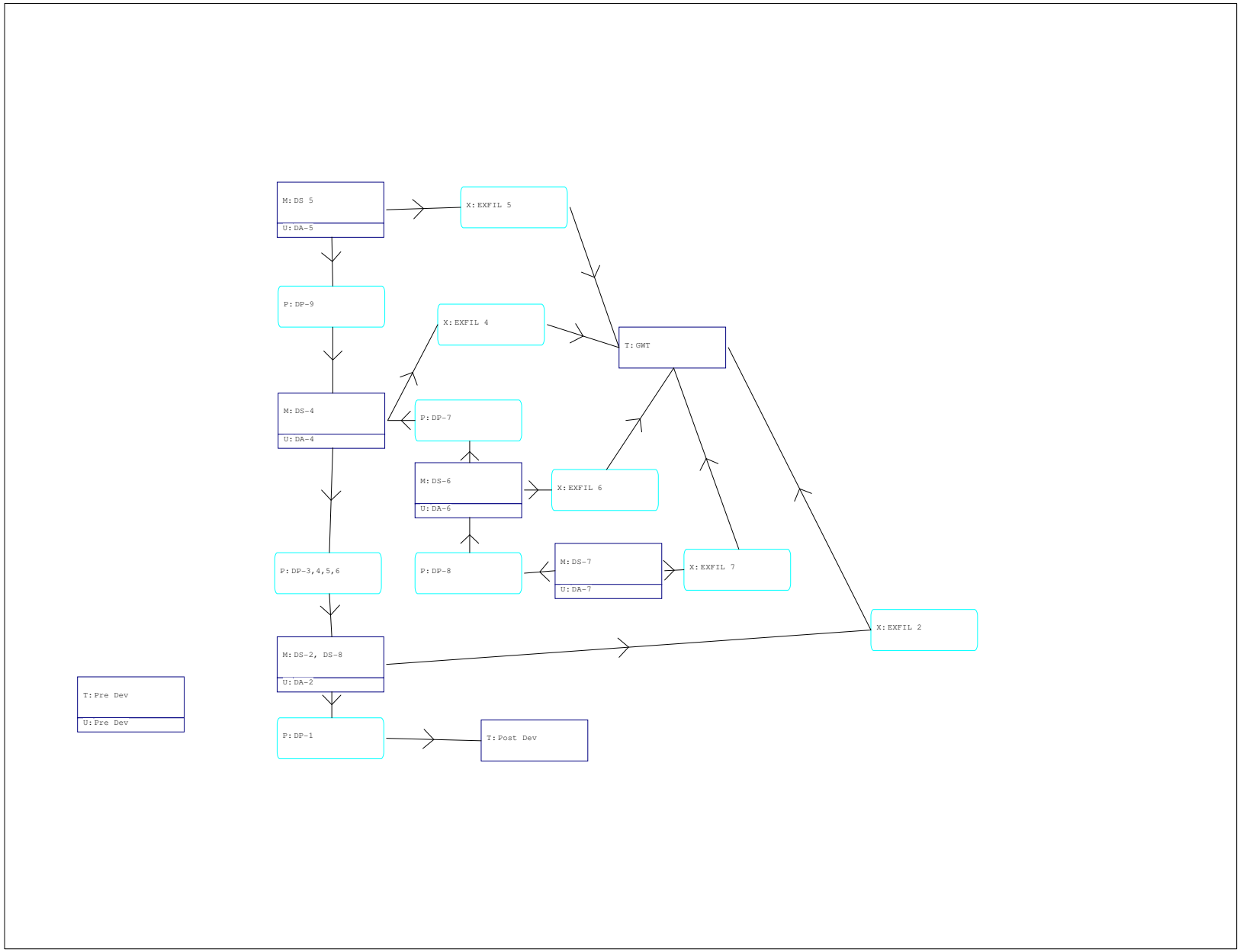
McNEIL—CARROLL
ENGINEERING, INC.

ALVIN'S #11
MCEI File No. 11296.04
NETWORK DIAGRAM

Nodes
A Stage/Area
V Stage/Volume
T Time/Stage
M Manhole

Basins
O Overland Flow
U SCS Unit CN
S SBUH CN
Y SCS Unit GA
Z SBUH GA

Links
P Pipe
W Weir
C Channel
D Drop Structure
B Bridge
R Rating Curve
H Breach
E Percolation
F Filter
X Exfil Trench



ALVIN'S #11
MCEI File No. 11296.04
PRE DEVELOPMENT FLOW

Simulation	Basin	Group	Time Max hrs	Flow Max cfs	Volume in	Volume ft3
002-024	Pre Dev	BASE	12.24	4.38	4.793	21050.606
003-001	Pre Dev	BASE	0.67	3.29	1.326	5825.004
003-002	Pre Dev	BASE	0.84	3.22	2.011	8832.627
003-004	Pre Dev	BASE	2.04	1.99	2.729	11987.929
003-008	Pre Dev	BASE	4.00	2.26	3.562	15645.144
003-024	Pre Dev	BASE	12.00	0.79	5.561	24423.662
003-072	Pre Dev	BASE	59.98	0.50	6.917	30381.789
005-001	Pre Dev	BASE	0.67	3.79	1.535	6743.887
005-002	Pre Dev	BASE	0.84	3.64	2.277	10002.363
005-004	Pre Dev	BASE	2.04	2.25	3.097	13602.175
005-008	Pre Dev	BASE	4.00	2.53	4.032	17710.472
005-024	Pre Dev	BASE	12.00	0.89	6.334	27821.213
005-072	Pre Dev	BASE	59.98	0.56	7.893	34668.087
010-001	Pre Dev	BASE	0.67	4.50	1.836	8063.844
010-002	Pre Dev	BASE	0.84	4.34	2.729	11987.913
010-004	Pre Dev	BASE	2.04	2.65	3.656	16056.631
010-008	Pre Dev	BASE	4.00	2.96	4.793	21050.579
010-024	Pre Dev	BASE	12.00	1.08	7.795	34238.644
010-072	Pre Dev	BASE	59.98	0.66	9.462	41562.055
025-001	Pre Dev	BASE	1.22	3.32	2.277	10002.418
025-002	Pre Dev	BASE	0.84	5.19	3.282	14416.330
025-004	Pre Dev	BASE	2.04	3.17	4.411	19375.777
025-008	Pre Dev	BASE	4.00	3.55	5.850	25695.235
025-024	Pre Dev	BASE	12.00	1.27	9.266	40698.464
025-072	Pre Dev	BASE	59.98	0.78	11.434	50221.931
050-001	Pre Dev	BASE	0.64	6.59	2.729	11987.976
050-002	Pre Dev	BASE	0.84	6.04	3.844	16882.004
050-004	Pre Dev	BASE	2.04	3.70	5.176	22733.667
050-008	Pre Dev	BASE	4.00	4.13	6.917	30381.866
050-024	Pre Dev	BASE	12.00	1.40	10.250	45021.480
050-072	Pre Dev	BASE	59.98	0.87	12.819	56303.069
100-001	Pre Dev	BASE	1.20	4.41	3.097	13602.227
100-002	Pre Dev	BASE	0.84	6.89	4.411	19375.752
100-004	Pre Dev	BASE	2.04	4.22	5.947	26119.856
100-008	Pre Dev	BASE	4.00	4.56	7.697	33809.299
100-024	Pre Dev	BASE	12.00	1.65	12.225	53695.411
100-072	Pre Dev	BASE	59.98	0.93	13.809	60653.909

==========
==== Basins ====
==========

Name: DA-2 Node: DS-2, DS-8 Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh484 Peaking Factor: 484.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 10.00
Area(ac): 0.240 Time Shift(hrs): 0.00
Curve Number: 78.00 Max Allowable Q(cfs): 999999.00
DCIA(%): 0.00

Name: DA-4 Node: DS-4 Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh484 Peaking Factor: 484.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 10.00
Area(ac): 0.240 Time Shift(hrs): 0.00
Curve Number: 78.00 Max Allowable Q(cfs): 999999.00
DCIA(%): 0.00

Name: DA-5 Node: DS 5 Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh484 Peaking Factor: 484.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 10.00
Area(ac): 0.240 Time Shift(hrs): 0.00
Curve Number: 78.00 Max Allowable Q(cfs): 999999.00
DCIA(%): 0.00

Name: DA-6 Node: DS-6 Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh484 Peaking Factor: 484.0
Rainfall File: Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 Time of Conc(min): 10.00
Area(ac): 0.240 Time Shift(hrs): 0.00
Curve Number: 78.00 Max Allowable Q(cfs): 999999.00
DCIA(%): 0.00

Name: DA-7 Node: DS-7 Status: Onsite
Group: BASE Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh484 | Peaking Factor: 484.0
Rainfall File: | Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 | Time of Conc(min): 10.00
Area(ac): 0.240 | Time Shift(hrs): 0.00
Curve Number: 78.00 | Max Allowable Q(cfs): 999999.00
DCIA(%): 0.00

Name: Pre Dev | Node: Pre Dev | Status: Onsite
Group: BASE | Type: SCS Unit Hydrograph CN

Unit Hydrograph: Uh323 | Peaking Factor: 323.0
Rainfall File: | Storm Duration(hrs): 0.00
Rainfall Amount(in): 0.000 | Time of Conc(min): 10.00
Area(ac): 1.210 | Time Shift(hrs): 0.00
Curve Number: 86.00 | Max Allowable Q(cfs): 999999.00
DCIA(%): 0.00

==========

Nodes

==========

Name: DS 5 | Base Flow(cfs): 0.000 | Init Stage(ft): 11.000
Group: BASE | Plunge Factor: 1.00 | Warn Stage(ft): 14.000
Type: Manhole, Flat Floor

Stage(ft)	Area(ac)
11.000	0.0020
11.750	0.0020
12.500	0.0020
13.250	0.0007
14.000	0.0020
14.010	0.0000

Name: DS-2, DS-8 | Base Flow(cfs): 0.000 | Init Stage(ft): 11.000
Group: BASE | Plunge Factor: 1.00 | Warn Stage(ft): 14.000
Type: Manhole, Flat Floor

Stage(ft)	Area(ac)
11.000	0.0020
11.750	0.0020
12.500	0.0007
13.250	0.0020
14.000	0.0020
14.010	0.0000

Name: DS-4 | Base Flow(cfs): 0.000 | Init Stage(ft): 11.000
Group: BASE | Plunge Factor: 1.00 | Warn Stage(ft): 14.000

Type: Manhole, Flat Floor

Stage(ft)	Area(ac)
11.000	0.0020
11.750	0.0020
12.500	0.0007
13.250	0.0020
14.000	0.0020
14.010	0.0000

Name: DS-6 Base Flow(cfs): 0.000 Init Stage(ft): 11.000
Group: BASE Plunge Factor: 1.00 Warn Stage(ft): 14.000
Type: Manhole, Flat Floor

Stage(ft)	Area(ac)
11.000	0.0020
11.750	0.0020
12.500	0.0007
13.250	0.0020
14.000	0.0020
14.010	0.0000

Name: DS-7 Base Flow(cfs): 0.000 Init Stage(ft): 11.000
Group: BASE Plunge Factor: 1.00 Warn Stage(ft): 14.000
Type: Manhole, Flat Floor

Stage(ft)	Area(ac)
11.000	0.0020
11.750	0.0020
12.500	0.0007
13.250	0.0020
14.000	0.0020
14.010	0.0000

Name: GWT Base Flow(cfs): 0.000 Init Stage(ft): 9.000
Group: BASE Warn Stage(ft): 10.000
Type: Time/Stage

Time(hrs)	Stage(ft)
0.00	9.000
500.00	9.000

Name: Post Dev Base Flow(cfs): 0.000 Init Stage(ft): 9.000
Group: BASE Warn Stage(ft): 10.000

Type: Time/Stage

Time(hrs)	Stage(ft)
0.00	9.000
999.00	9.000

Name: Pre Dev Base Flow(cfs): 0.000 Init Stage(ft): 0.000
Group: BASE Warn Stage(ft): 0.000
Type: Time/Stage

Time(hrs)	Stage(ft)
0.00	0.000
999.00	0.000

Operating Tables

Name: Group: BASE
Type: Bottom Clip
Function: Time vs. Depth of Clip

Time(hrs)	Clip Depth(in)

Pipes

Name: DP-1 From Node: DS-2, DS-8 Length(ft): 66.00
Group: BASE To Node: Post Dev Count: 1
Friction Equation: Automatic
Solution Algorithm: Most Restrict
Flow: Both
Entrance Loss Coef: 0.00
Exit Loss Coef: 1.00
Bend Loss Coef: 0.00
Outlet Ctrl Spec: Use dc or tw
Inlet Ctrl Spec: Use dc
Stabilizer Option: None

	UPSTREAM	DOWNSTREAM
Geometry:	Circular	Circular
Span(in):	15.00	15.00
Rise(in):	15.00	15.00
Invert(ft):	13.000	8.750
Manning's N:	0.012000	0.012000
Top Clip(in):	0.000	0.000
Bot Clip(in):	0.000	0.000

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Name:	DP-3,4,5,6	From Node:	DS-4	Length(ft):	352.00
Group:	BASE	To Node:	DS-2, DS-8	Count:	1
				Friction Equation:	Automatic
	UPSTREAM	DOWNSTREAM		Solution Algorithm:	Most Restrict
Geometry:	Circular	Circular		Flow:	Both
Span(in):	24.00	24.00		Entrance Loss Coef:	0.00
Rise(in):	24.00	24.00		Exit Loss Coef:	1.00
Invert(ft):	11.500	11.500		Bend Loss Coef:	0.00
Manning's N:	0.012000	0.012000		Outlet Ctrl Spec:	Use dc or tw
Top Clip(in):	0.000	0.000		Inlet Ctrl Spec:	Use dc
Bot Clip(in):	0.000	0.000		Stabilizer Option:	None

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Name:	DP-7	From Node:	DS-6	Length(ft):	59.00
Group:	BASE	To Node:	DS-4	Count:	1
				Friction Equation:	Automatic
	UPSTREAM	DOWNSTREAM		Solution Algorithm:	Most Restrict
Geometry:	Circular	Circular		Flow:	Both
Span(in):	24.00	24.00		Entrance Loss Coef:	0.00
Rise(in):	24.00	24.00		Exit Loss Coef:	1.00
Invert(ft):	11.500	11.500		Bend Loss Coef:	0.00
Manning's N:	0.012000	0.012000		Outlet Ctrl Spec:	Use dc or tw
Top Clip(in):	0.000	0.000		Inlet Ctrl Spec:	Use dc
Bot Clip(in):	0.000	0.000		Stabilizer Option:	None

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Name:	DP-8	From Node:	DS-7	Length(ft):	116.00
Group:	BASE	To Node:	DS-6	Count:	1
				Friction Equation:	Automatic
	UPSTREAM	DOWNSTREAM		Solution Algorithm:	Most Restrict
Geometry:	Circular	Circular		Flow:	Both
Span(in):	24.00	24.00		Entrance Loss Coef:	0.00
Rise(in):	24.00	24.00		Exit Loss Coef:	1.00
Invert(ft):	11.500	11.500		Bend Loss Coef:	0.00
Manning's N:	0.012000	0.012000		Outlet Ctrl Spec:	Use dc or tw
Top Clip(in):	0.000	0.000		Inlet Ctrl Spec:	Use dc
Bot Clip(in):	0.000	0.000		Stabilizer Option:	None

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Name: DP-9 | From Node: DS 5 | Length(ft): 42.00
Group: BASE | To Node: DS-4 | Count: 1
Friction Equation: Automatic

	UPSTREAM	DOWNSTREAM		
Geometry:	Circular	Circular	Solution Algorithm:	Most Restrict
Span(in):	24.00	24.00	Flow:	Both
Rise(in):	24.00	24.00	Entrance Loss Coef:	0.00
Invert(ft):	11.500	11.500	Exit Loss Coef:	1.00
Manning's N:	0.012000	0.012000	Bend Loss Coef:	0.00
Top Clip(in):	0.000	0.000	Outlet Ctrl Spec:	Use dc or tw
Bot Clip(in):	0.000	0.000	Inlet Ctrl Spec:	Use dc
			Stabilizer Option:	None

Upstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

Downstream FHWA Inlet Edge Description:
Circular Concrete: Square edge w/ headwall

==========
==== Exfiltration Trenches ==========
==========

Name: EXFIL 2 | From Node: DS-2, DS-8 | Flow: Both
Group: BASE | To Node: GWT | Count: 1

Aquifer Base Elev(ft):	-2.000	Trench Bot Elev(ft):	11.000
Water Table Elev(ft):	9.000	Trench Width(ft):	5.000
Ann Recharge Rate(in/year):	0.000	Trench Length(ft):	177.000
Horiz Conductivity(ft/day):	19.000	Trench Height(ft):	3.000
Vert Conductivity(ft/day):	28.000	Gravel Porosity(dec):	0.400
Effective Porosity(dec):	0.250	Pipe Diameter(in):	-24.000
Suction Head(in):	4.170	Pipe Invert Elev(ft):	11.500
		End Treatment:	Exclude
		Cell Spacing(ft):	5.000
		Num Cells:	40

Name: EXFIL 4 | From Node: DS-4 | Flow: Both
Group: BASE | To Node: GWT | Count: 1

Aquifer Base Elev(ft):	-2.000	Trench Bot Elev(ft):	11.000
Water Table Elev(ft):	9.000	Trench Width(ft):	5.000
Ann Recharge Rate(in/year):	0.000	Trench Length(ft):	228.000

Horiz Conductivity(ft/day): 19.000
Vert Conductivity(ft/day): 28.000
Effective Porosity(dec): 0.250
Suction Head(in): 4.170
Trench Height(ft): 3.000
Gravel Porosity(dec): 0.400
Pipe Diameter(in): -24.000
Pipe Invert Elev(ft): 11.500
End Treatment: Exclude
Cell Spacing(ft): 5.000
Num Cells: 40

Name: EXFIL 5
Group: BASE
From Node: DS 5
To Node: GWT
Flow: Both
Count: 3

Aquifer Base Elev(ft): -2.000
Water Table Elev(ft): 9.000
Ann Recharge Rate(in/year): 0.000
Horiz Conductivity(ft/day): 19.000
Vert Conductivity(ft/day): 28.000
Effective Porosity(dec): 0.250
Suction Head(in): 4.170
Trench Bot Elev(ft): 11.000
Trench Width(ft): 5.000
Trench Length(ft): 21.000
Trench Height(ft): 3.000
Gravel Porosity(dec): 0.400
Pipe Diameter(in): -24.000
Pipe Invert Elev(ft): 11.500
End Treatment: Exclude
Cell Spacing(ft): 5.000
Num Cells: 40

Name: EXFIL 6
Group: BASE
From Node: DS-6
To Node: GWT
Flow: Both
Count: 1

Aquifer Base Elev(ft): -2.000
Water Table Elev(ft): 9.000
Ann Recharge Rate(in/year): 0.000
Horiz Conductivity(ft/day): 19.000
Vert Conductivity(ft/day): 28.000
Effective Porosity(dec): 0.250
Suction Head(in): 4.170
Trench Bot Elev(ft): 11.000
Trench Width(ft): 5.000
Trench Length(ft): 87.000
Trench Height(ft): 3.000
Gravel Porosity(dec): 0.400
Pipe Diameter(in): -24.000
Pipe Invert Elev(ft): 11.500
End Treatment: Exclude
Cell Spacing(ft): 5.000
Num Cells: 40

Name: EXFIL 7
Group: BASE
From Node: DS-7
To Node: GWT
Flow: Both
Count: 1

Aquifer Base Elev(ft): -2.000
Water Table Elev(ft): 9.000
Ann Recharge Rate(in/year): 0.000
Horiz Conductivity(ft/day): 19.000
Vert Conductivity(ft/day): 28.000
Effective Porosity(dec): 0.250
Suction Head(in): 4.170
Trench Bot Elev(ft): 11.000
Trench Width(ft): 5.000
Trench Length(ft): 58.000
Trench Height(ft): 3.000
Gravel Porosity(dec): 0.400
Pipe Diameter(in): -24.000
Pipe Invert Elev(ft): 11.500
End Treatment: Exclude
Cell Spacing(ft): 5.000

Num Cells: 40

==========
==== Hydrology Simulations ==========
==========

Name: 002-024
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\002-024.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Scsiii
Rainfall Amount(in): 6.40

Time(hrs)	Print Inc(min)
24.000	15.00

Name: 003-001
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\003-001.R32

Override Defaults: Yes
Storm Duration(hrs): 1.00
Rainfall File: Fdot-1
Rainfall Amount(in): 2.60

Time(hrs)	Print Inc(min)
2.000	15.00

Name: 003-002
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\003-002.R32

Override Defaults: Yes
Storm Duration(hrs): 2.00
Rainfall File: Fdot-2
Rainfall Amount(in): 3.40

Time(hrs)	Print Inc(min)
2.000	15.00

Name: 003-004
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\003-004.R32

Override Defaults: Yes
Storm Duration(hrs): 4.00
Rainfall File: Fdot-4
Rainfall Amount(in): 4.20

Time(hrs)	Print Inc(min)
4.000	15.00

```
--------------------------------------------------------------------------------
         Name: 003-008
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\003-008.R32

      Override Defaults: Yes
    Storm Duration(hrs): 8.00
          Rainfall File: Fdot-8
    Rainfall Amount(in): 5.10

Time(hrs)       Print Inc(min)
--------------- ---------------
8.000           15.00

--------------------------------------------------------------------------------
         Name: 003-024
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\003-024.R32

      Override Defaults: Yes
    Storm Duration(hrs): 24.00
          Rainfall File: Fdot-24
    Rainfall Amount(in): 7.20

Time(hrs)       Print Inc(min)
--------------- ---------------
24.000          15.00

--------------------------------------------------------------------------------
         Name: 003-072
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\003-072.R32

      Override Defaults: Yes
    Storm Duration(hrs): 72.00
          Rainfall File: Fdot-72
    Rainfall Amount(in): 8.60

Time(hrs)       Print Inc(min)
--------------- ---------------
72.000          15.00

--------------------------------------------------------------------------------
         Name: 005-001
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\005-001.R32

      Override Defaults: Yes
    Storm Duration(hrs): 1.00
          Rainfall File: Fdot-1
    Rainfall Amount(in): 2.85

Time(hrs)       Print Inc(min)
--------------- ---------------
2.000           15.00

--------------------------------------------------------------------------------
         Name: 005-002
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\005-002.R32

      Override Defaults: Yes
    Storm Duration(hrs): 2.00
          Rainfall File: Fdot-2
    Rainfall Amount(in): 3.70
```

Time(hrs)	Print Inc(min)
2.000	15.00

Name: 005-004
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\005-004.R32

Override Defaults: Yes
Storm Duration(hrs): 4.00
Rainfall File: Fdot-4
Rainfall Amount(in): 4.60

Time(hrs)	Print Inc(min)
4.000	15.00

Name: 005-008
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\005-008.R32

Override Defaults: Yes
Storm Duration(hrs): 8.00
Rainfall File: Fdot-8
Rainfall Amount(in): 5.60

Time(hrs)	Print Inc(min)
8.000	15.00

Name: 005-024
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\005-024.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Fdot-24
Rainfall Amount(in): 8.00

Time(hrs)	Print Inc(min)
24.000	15.00

Name: 005-072
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\005-072.R32

Override Defaults: Yes
Storm Duration(hrs): 72.00
Rainfall File: Fdot-72
Rainfall Amount(in): 9.60

Time(hrs)	Print Inc(min)
72.000	15.00

Name: 010-001
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\010-001.R32

```
      Override Defaults: Yes
    Storm Duration(hrs): 1.00
          Rainfall File: Fdot-1
    Rainfall Amount(in): 3.20

Time(hrs)       Print Inc(min)
--------------- ---------------
2.000           15.00

-------------------------------------------------------------------------------
         Name: 010-002
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\010-002.R32

      Override Defaults: Yes
    Storm Duration(hrs): 2.00
          Rainfall File: Fdot-2
    Rainfall Amount(in): 4.20

Time(hrs)       Print Inc(min)
--------------- ---------------
2.000           15.00

-------------------------------------------------------------------------------
         Name: 010-004
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\010-004.R32

      Override Defaults: Yes
    Storm Duration(hrs): 4.00
          Rainfall File: Fdot-4
    Rainfall Amount(in): 5.20

Time(hrs)       Print Inc(min)
--------------- ---------------
4.000           15.00

-------------------------------------------------------------------------------
         Name: 010-008
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\010-008.R32

      Override Defaults: Yes
    Storm Duration(hrs): 8.00
          Rainfall File: Fdot-8
    Rainfall Amount(in): 6.40

Time(hrs)       Print Inc(min)
--------------- ---------------
8.000           15.00

-------------------------------------------------------------------------------
         Name: 010-024
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\010-024.R32

      Override Defaults: Yes
    Storm Duration(hrs): 24.00
          Rainfall File: Fdot-24
    Rainfall Amount(in): 9.50

Time(hrs)       Print Inc(min)
--------------- ---------------
```

24.000 15.00

Name: 010-072
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\010-072.R32

Override Defaults: Yes
Storm Duration(hrs): 72.00
Rainfall File: Fdot-72
Rainfall Amount(in): 11.20

Time(hrs)	Print Inc(min)
72.000	15.00

Name: 025-001
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\025-001.R32

Override Defaults: Yes
Storm Duration(hrs): 2.00
Rainfall File: Fdot-1
Rainfall Amount(in): 3.70

Time(hrs)	Print Inc(min)
2.000	15.00

Name: 025-002
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\025-002.R32

Override Defaults: Yes
Storm Duration(hrs): 2.00
Rainfall File: Fdot-2
Rainfall Amount(in): 4.80

Time(hrs)	Print Inc(min)
2.000	15.00

Name: 025-004
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\025-004.R32

Override Defaults: Yes
Storm Duration(hrs): 4.00
Rainfall File: Fdot-4
Rainfall Amount(in): 6.00

Time(hrs)	Print Inc(min)
4.000	15.00

Name: 025-008
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\025-008.R32

Override Defaults: Yes
Storm Duration(hrs): 8.00

```
          Rainfall File: Fdot-8
    Rainfall Amount(in): 7.50

Time(hrs)       Print Inc(min)
--------------- ---------------
8.000           15.00

-------------------------------------------------------------------------------
         Name: 025-024
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\025-024.R32

      Override Defaults: Yes
    Storm Duration(hrs): 24.00
          Rainfall File: Fdot-24
    Rainfall Amount(in): 11.00

Time(hrs)       Print Inc(min)
--------------- ---------------
24.000          15.00

-------------------------------------------------------------------------------
         Name: 025-072
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\025-072.R32

      Override Defaults: Yes
    Storm Duration(hrs): 72.00
          Rainfall File: Fdot-72
    Rainfall Amount(in): 13.20

Time(hrs)       Print Inc(min)
--------------- ---------------
72.000          15.00

-------------------------------------------------------------------------------
         Name: 050-001
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\050-001.R32

      Override Defaults: Yes
    Storm Duration(hrs): 1.00
          Rainfall File: Fdot-1
    Rainfall Amount(in): 4.20

Time(hrs)       Print Inc(min)
--------------- ---------------
2.000           15.00

-------------------------------------------------------------------------------
         Name: 050-002
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\050-002.R32

      Override Defaults: Yes
    Storm Duration(hrs): 2.00
          Rainfall File: Fdot-2
    Rainfall Amount(in): 5.40

Time(hrs)       Print Inc(min)
--------------- ---------------
2.000           15.00

-------------------------------------------------------------------------------
```

Name: 050-004
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\050-004.R32

Override Defaults: Yes
Storm Duration(hrs): 4.00
Rainfall File: Fdot-4
Rainfall Amount(in): 6.80

Time(hrs)	Print Inc(min)
4.000	15.00

Name: 050-008
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\050-008.R32

Override Defaults: Yes
Storm Duration(hrs): 8.00
Rainfall File: Fdot-8
Rainfall Amount(in): 8.60

Time(hrs)	Print Inc(min)
8.000	15.00

Name: 050-024
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\050-024.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Fdot-24
Rainfall Amount(in): 12.00

Time(hrs)	Print Inc(min)
24.000	15.00

Name: 050-072
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\050-072.R32

Override Defaults: Yes
Storm Duration(hrs): 72.00
Rainfall File: Fdot-72
Rainfall Amount(in): 14.60

Time(hrs)	Print Inc(min)
72.000	15.00

Name: 100-001
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\100-001.R32

Override Defaults: Yes
Storm Duration(hrs): 2.00
Rainfall File: Fdot-1
Rainfall Amount(in): 4.60

Time(hrs)	Print Inc(min)
2.000	15.00

Name: 100-002
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\100-002.R32

Override Defaults: Yes
Storm Duration(hrs): 2.00
Rainfall File: Fdot-2
Rainfall Amount(in): 6.00

Time(hrs)	Print Inc(min)
2.000	15.00

Name: 100-004
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\100-004.R32

Override Defaults: Yes
Storm Duration(hrs): 4.00
Rainfall File: Fdot-4
Rainfall Amount(in): 7.60

Time(hrs)	Print Inc(min)
4.000	15.00

Name: 100-008
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\100-008.R32

Override Defaults: Yes
Storm Duration(hrs): 8.00
Rainfall File: Fdot-8
Rainfall Amount(in): 9.40

Time(hrs)	Print Inc(min)
8.000	15.00

Name: 100-024
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\100-024.R32

Override Defaults: Yes
Storm Duration(hrs): 24.00
Rainfall File: Fdot-24
Rainfall Amount(in): 14.00

Time(hrs)	Print Inc(min)
72.000	15.00

Name: 100-072
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\100-072.R32

```
      Override Defaults: Yes
    Storm Duration(hrs): 72.00
          Rainfall File: Fdot-72
    Rainfall Amount(in): 15.60

Time(hrs)       Print Inc(min)
--------------- ---------------
72.000          15.00

================================================================================
==== Routing Simulations ======================================================
================================================================================

         Name: 002-024             Hydrology Sim: 002-024
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\002-024.I32

      Execute: Yes         Restart: No            Patch: No
  Alternative: No

        Max Delta Z(ft): 1.00                    Delta Z Factor: 0.00500
    Time Step Optimizer: 10.000
        Start Time(hrs): 0.000                    End Time(hrs): 30.00
     Min Calc Time(sec): 0.5000               Max Calc Time(sec): 60.0000
        Boundary Stages:                         Boundary Flows:



Time(hrs)       Print Inc(min)
--------------- ---------------
60.000          15.000

Group           Run
--------------- -----
BASE            Yes


--------------------------------------------------------------------------------
         Name: 003-001             Hydrology Sim: 003-001
     Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\003-001.I32

      Execute: Yes         Restart: No            Patch: No
  Alternative: No

        Max Delta Z(ft): 1.00                    Delta Z Factor: 0.00500
    Time Step Optimizer: 10.000
        Start Time(hrs): 0.000                    End Time(hrs): 30.00
     Min Calc Time(sec): 0.5000               Max Calc Time(sec): 60.0000
        Boundary Stages:                         Boundary Flows:



Time(hrs)       Print Inc(min)
--------------- ---------------
60.000          15.000

Group           Run
--------------- -----
BASE            Yes
```

Name: 003-002 Hydrology Sim: 003-002
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\003-002.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 003-004 Hydrology Sim: 003-004
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\003-004.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 003-008 Hydrology Sim: 003-008
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\003-008.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 003-024 Hydrology Sim: 003-024
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\003-024.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 003-072 Hydrology Sim: 003-072
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\003-072.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 005-001 Hydrology Sim: 005-001
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\005-001.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 005-002 Hydrology Sim: 005-002
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\005-002.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 005-004 Hydrology Sim: 005-004
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\005-004.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 005-008 Hydrology Sim: 005-008
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\005-008.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 005-024 Hydrology Sim: 005-024
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\005-024.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 005-072 Hydrology Sim: 005-072
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\005-072.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 010-001 Hydrology Sim: 010-001
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\010-001.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 010-002 Hydrology Sim: 010-002
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\010-002.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 010-004 Hydrology Sim: 010-004
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\010-004.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 010-008 Hydrology Sim: 010-008
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\010-008.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 010-024 Hydrology Sim: 010-024
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\010-024.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 010-072 Hydrology Sim: 010-072
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\010-072.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 025-001 Hydrology Sim: 025-001
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\025-001.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 025-002 Hydrology Sim: 025-002
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\025-002.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 025-004 Hydrology Sim: 025-004
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\025-004.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 025-008 Hydrology Sim: 025-008
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\025-008.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 025-024 Hydrology Sim: 025-024
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\025-024.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 025-072 Hydrology Sim: 025-072
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\025-072.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 050-001 Hydrology Sim: 050-001
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\050-001.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 050-002 Hydrology Sim: 050-002
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\050-002.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 050-004 Hydrology Sim: 050-004
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\050-004.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 050-008 Hydrology Sim: 050-008
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\050-008.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 050-024 Hydrology Sim: 050-024
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\050-024.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 050-072 Hydrology Sim: 050-072
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\050-072.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 100-001 Hydrology Sim: 100-001
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\100-001.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 100-002 Hydrology Sim: 100-002
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\100-002.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 100-004 Hydrology Sim: 100-004
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\100-004.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 100-008 Hydrology Sim: 100-008
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\100-008.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 100-024 Hydrology Sim: 100-024
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\100-024.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 72.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

Name: 100-072 Hydrology Sim: 100-072
Filename: C:\Program Files (x86)\Icpr3\Projects\1296.04 - Alvin's 11\100-072.I32

Execute: Yes Restart: No Patch: No
Alternative: No

Max Delta Z(ft): 1.00 Delta Z Factor: 0.00500
Time Step Optimizer: 10.000
Start Time(hrs): 0.000 End Time(hrs): 30.00
Min Calc Time(sec): 0.5000 Max Calc Time(sec): 60.0000
Boundary Stages: Boundary Flows:

Time(hrs)	Print Inc(min)
60.000	15.000

Group	Run
BASE	Yes

ALVIN'S #11
MCEI File No. 11296.04
MAX STAGE

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs
DS 5	BASE	002-024	12.42	13.070	14.000	-0.0063	63	12.25	0.803
DS-4	BASE	002-024	12.42	13.071	14.000	-0.0045	678	12.34	2.705
DS-6	BASE	002-024	12.42	13.071	14.000	0.0050	261	12.14	1.224
DS-7	BASE	002-024	12.42	13.072	14.000	0.0050	173	12.25	0.803
DS 5	BASE	003-001	0.75	11.840	14.000	0.0050	59	0.75	0.458
DS-4	BASE	003-001	0.90	11.762	14.000	-0.0047	619	0.76	1.199
DS-6	BASE	003-001	0.78	11.926	14.000	-0.0042	258	0.75	0.721
DS-7	BASE	003-001	0.78	11.945	14.000	-0.0042	173	0.75	0.458
DS 5	BASE	003-002	0.76	11.836	14.000	0.0050	59	0.75	0.451
DS-4	BASE	003-002	1.06	11.818	14.000	-0.0050	634	0.85	1.054
DS-6	BASE	003-002	0.89	11.901	14.000	0.0048	256	0.78	0.737
DS-7	BASE	003-002	0.88	11.920	14.000	0.0037	172	0.75	0.451
DS 5	BASE	003-004	2.58	11.827	14.000	0.0050	61	2.00	0.310
DS-4	BASE	003-004	2.58	11.816	14.000	-0.0049	634	2.50	0.732
DS-6	BASE	003-004	2.57	11.843	14.000	-0.0047	253	2.50	0.468
DS-7	BASE	003-004	2.56	11.857	14.000	-0.0048	169	2.00	0.310
DS 5	BASE	003-008	4.04	11.976	14.000	-0.0050	63	4.00	0.383
DS-4	BASE	003-008	4.04	11.970	14.000	-0.0049	665	4.00	1.004
DS-6	BASE	003-008	4.04	11.986	14.000	-0.0047	264	4.00	0.605
DS-7	BASE	003-008	4.03	11.993	14.000	-0.0047	176	4.00	0.383
DS 5	BASE	003-024	15.07	11.741	14.000	-0.0049	58	11.99	0.136
DS-4	BASE	003-024	15.07	11.738	14.000	0.0050	612	12.00	0.381
DS-6	BASE	003-024	12.01	11.752	14.000	0.0050	242	11.99	0.226
DS-7	BASE	003-024	12.01	11.767	14.000	0.0049	163	11.99	0.136
DS 5	BASE	003-072	12.00	11.015	14.000	-0.0005	44	12.00	0.021
DS-4	BASE	003-072	12.00	11.001	14.000	-0.0000	479	12.00	0.021
DS-6	BASE	003-072	12.00	11.004	14.000	0.0004	183	12.00	0.021
DS-7	BASE	003-072	12.00	11.005	14.000	-0.0002	122	12.00	0.021
DS 5	BASE	005-001	0.84	11.991	14.000	0.0050	64	0.75	0.535
DS-4	BASE	005-001	0.84	11.987	14.000	0.0047	668	0.75	1.577
DS-6	BASE	005-001	0.84	12.004	14.000	0.0048	266	0.75	0.895
DS-7	BASE	005-001	0.76	12.013	14.000	0.0038	176	0.75	0.535
DS 5	BASE	005-002	1.00	11.977	14.000	0.0050	63	0.75	0.529
DS-4	BASE	005-002	1.00	11.972	14.000	-0.0048	666	0.82	1.389
DS-6	BASE	005-002	1.00	11.990	14.000	0.0046	265	0.74	0.859
DS-7	BASE	005-002	1.00	11.998	14.000	0.0039	176	0.75	0.529
DS 5	BASE	005-004	3.06	11.941	14.000	0.0050	63	2.00	0.361
DS-4	BASE	005-004	3.05	11.935	14.000	0.0046	678	2.10	0.928
DS-6	BASE	005-004	2.53	11.950	14.000	0.0040	262	2.04	0.569
DS-7	BASE	005-004	2.53	11.959	14.000	0.0037	174	2.00	0.361

ALVIN'S #11
MCEI File No. 11296.04
MAX STAGE

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs
DS 5	BASE	005-008	4.14	12.212	14.000	0.0050	66	4.00	0.437
DS-4	BASE	005-008	4.13	12.207	14.000	-0.0045	715	4.08	1.205
DS-6	BASE	005-008	4.13	12.209	14.000	-0.0044	275	3.92	0.690
DS-7	BASE	005-008	4.13	12.211	14.000	0.0034	183	4.00	0.437
DS 5	BASE	005-024	19.08	12.030	14.000	0.0050	64	12.00	0.156
DS-4	BASE	005-024	19.07	12.031	14.000	0.0050	695	11.64	0.456
DS-6	BASE	005-024	19.07	12.031	14.000	0.0050	267	11.67	0.264
DS-7	BASE	005-024	19.07	12.032	14.000	0.0030	178	12.00	0.156
DS 5	BASE	005-072	12.00	11.019	14.000	-0.0006	44	12.00	0.027
DS-4	BASE	005-072	12.00	11.002	14.000	-0.0001	479	12.00	0.027
DS-6	BASE	005-072	12.00	11.005	14.000	-0.0002	183	12.00	0.027
DS-7	BASE	005-072	30.00	11.012	14.000	-0.0002	122	12.00	0.027
DS 5	BASE	010-001	0.90	12.241	14.000	0.0050	66	0.75	0.646
DS-4	BASE	010-001	0.90	12.235	14.000	0.0043	717	0.67	1.794
DS-6	BASE	010-001	0.90	12.237	14.000	-0.0041	276	0.69	1.044
DS-7	BASE	010-001	0.90	12.238	14.000	0.0036	183	0.75	0.646
DS 5	BASE	010-002	1.13	12.327	14.000	0.0050	67	0.75	0.663
DS-4	BASE	010-002	1.13	12.321	14.000	0.0039	722	0.78	1.991
DS-6	BASE	010-002	1.13	12.323	14.000	0.0050	278	0.79	1.115
DS-7	BASE	010-002	1.14	12.324	14.000	0.0040	185	0.75	0.663
DS 5	BASE	010-004	3.06	12.382	14.000	0.0050	67	2.00	0.437
DS-4	BASE	010-004	3.07	12.383	14.000	-0.0042	725	2.54	1.368
DS-6	BASE	010-004	3.07	12.383	14.000	0.0050	279	1.99	0.722
DS-7	BASE	010-004	3.06	12.384	14.000	0.0046	185	2.00	0.437
DS 5	BASE	010-008	4.14	12.703	14.000	-0.0050	67	4.00	0.522
DS-4	BASE	010-008	4.14	12.704	14.000	0.0041	721	4.02	1.901
DS-6	BASE	010-008	4.14	12.704	14.000	-0.0049	277	4.00	0.812
DS-7	BASE	010-008	4.14	12.705	14.000	0.0035	184	4.00	0.522
DS 5	BASE	010-024	19.07	12.591	14.000	0.0050	67	12.00	0.195
DS-4	BASE	010-024	19.07	12.594	14.000	0.0050	725	12.07	0.777
DS-6	BASE	010-024	19.07	12.593	14.000	0.0045	279	15.62	0.457
DS-7	BASE	010-024	19.07	12.595	14.000	0.0042	185	12.00	0.195
DS 5	BASE	010-072	30.00	11.092	14.000	-0.0041	44	12.00	0.036
DS-4	BASE	010-072	12.00	11.002	14.000	-0.0001	479	12.00	0.036
DS-6	BASE	010-072	11.50	11.007	14.000	0.0009	183	12.00	0.036
DS-7	BASE	010-072	30.00	11.089	14.000	-0.0017	122	12.00	0.036
DS 5	BASE	025-001	1.49	12.255	14.000	0.0050	66	1.25	0.529
DS-4	BASE	025-001	1.50	12.251	14.000	0.0049	718	1.13	1.509
DS-6	BASE	025-001	1.50	12.253	14.000	0.0048	276	1.14	0.880
DS-7	BASE	025-001	1.50	12.254	14.000	0.0044	183	1.25	0.529

ALVIN'S #11
MCEI File No. 11296.04
MAX STAGE

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs
DS 5	BASE	025-002	1.15	12.868	14.000	-0.0050	65	0.75	0.829
DS-4	BASE	025-002	1.15	12.868	14.000	0.0042	708	0.73	2.403
DS-6	BASE	025-002	1.15	12.869	14.000	0.0050	272	0.74	1.398
DS-7	BASE	025-002	1.15	12.870	14.000	0.0040	181	0.75	0.829
DS 5	BASE	025-004	3.07	13.000	14.000	-0.0055	64	2.00	0.541
DS-4	BASE	025-004	3.07	13.001	14.000	0.0049	690	2.60	2.283
DS-6	BASE	025-004	3.07	13.001	14.000	0.0050	265	2.61	0.941
DS-7	BASE	025-004	3.07	13.002	14.000	0.0046	176	2.00	0.541
DS 5	BASE	025-008	4.09	13.329	14.000	-0.0051	56	4.00	0.640
DS-4	BASE	025-008	4.09	13.330	14.000	-0.0044	607	3.93	2.628
DS-6	BASE	025-008	4.09	13.330	14.000	0.0050	233	4.13	1.079
DS-7	BASE	025-008	4.09	13.331	14.000	0.0050	155	4.00	0.640
DS 5	BASE	025-024	19.03	13.077	14.000	0.0050	63	12.00	0.233
DS-4	BASE	025-024	19.03	13.079	14.000	0.0050	677	11.83	1.249
DS-6	BASE	025-024	19.03	13.079	14.000	0.0050	260	16.00	0.701
DS-7	BASE	025-024	19.03	13.080	14.000	0.0049	173	12.00	0.233
DS 5	BASE	025-072	16.02	11.222	14.000	-0.0050	44	12.00	0.049
DS-4	BASE	025-072	12.00	11.003	14.000	-0.0007	479	12.00	0.049
DS-6	BASE	025-072	30.00	11.032	14.000	0.0038	183	12.00	0.049
DS-7	BASE	025-072	30.00	11.190	14.000	0.0028	122	12.00	0.049
DS 5	BASE	050-001	0.87	13.400	14.000	-0.0061	53	0.75	0.971
DS-4	BASE	050-001	0.87	13.401	14.000	0.0041	574	0.80	3.403
DS-6	BASE	050-001	0.87	13.401	14.000	0.0043	220	0.55	1.557
DS-7	BASE	050-001	0.87	13.402	14.000	0.0038	146	0.75	0.971
DS 5	BASE	050-002	1.08	13.341	14.000	-0.0056	56	0.75	1.000
DS-4	BASE	050-002	1.08	13.342	14.000	0.0044	603	0.95	3.011
DS-6	BASE	050-002	1.08	13.342	14.000	0.0050	231	0.76	1.654
DS-7	BASE	050-002	1.08	13.343	14.000	0.0040	153	0.75	1.000
DS 5	BASE	050-004	2.57	13.363	14.000	-0.0050	55	2.00	0.646
DS-4	BASE	050-004	2.57	13.363	14.000	0.0050	593	2.18	2.452
DS-6	BASE	050-004	2.57	13.364	14.000	0.0050	227	3.03	1.130
DS-7	BASE	050-004	2.57	13.365	14.000	0.0043	151	2.00	0.646
DS 5	BASE	050-008	4.02	13.634	14.000	-0.0054	44	4.00	0.758
DS-4	BASE	050-008	4.02	13.634	14.000	0.0050	479	3.72	3.022
DS-6	BASE	050-008	4.02	13.637	14.000	0.0050	183	4.00	1.316
DS-7	BASE	050-008	4.02	13.638	14.000	0.0048	122	4.00	0.758
DS 5	BASE	050-024	15.05	13.191	14.000	-0.0049	60	12.00	0.258
DS-4	BASE	050-024	15.05	13.192	14.000	0.0045	651	11.42	1.291
DS-6	BASE	050-024	15.05	13.192	14.000	0.0050	250	13.93	0.804
DS-7	BASE	050-024	15.05	13.193	14.000	0.0047	166	12.00	0.258

ALVIN'S #11
MCEI File No. 11296.04
MAX STAGE

Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs
DS 5	BASE	050-072	16.01	11.470	14.000	-0.0050	44	11.99	0.058
DS-4	BASE	050-072	11.96	11.004	14.000	-0.0011	479	11.99	0.058
DS-6	BASE	050-072	29.99	11.078	14.000	-0.0024	183	11.99	0.058
DS-7	BASE	050-072	16.05	11.371	14.000	0.0038	122	11.99	0.058
DS 5	BASE	100-001	1.49	13.170	14.000	-0.0063	61	1.25	0.728
DS-4	BASE	100-001	1.49	13.171	14.000	0.0048	657	1.35	2.816
DS-6	BASE	100-001	1.49	13.171	14.000	-0.0049	252	1.01	1.240
DS-7	BASE	100-001	1.49	13.172	14.000	0.0038	168	1.25	0.728
DS 5	BASE	100-002	0.98	13.653	14.000	-0.0058	44	0.75	1.173
DS-4	BASE	100-002	0.98	13.654	14.000	0.0046	479	0.87	3.780
DS-6	BASE	100-002	0.98	13.656	14.000	0.0043	183	0.73	1.843
DS-7	BASE	100-002	0.98	13.657	14.000	0.0036	122	0.75	1.173
DS 5	BASE	100-004	2.51	13.541	14.000	-0.0061	44	2.00	0.752
DS-4	BASE	100-004	2.51	13.542	14.000	0.0050	479	2.01	3.018
DS-6	BASE	100-004	2.51	13.543	14.000	0.0046	183	2.50	1.164
DS-7	BASE	100-004	2.51	13.544	14.000	0.0043	122	2.00	0.752
DS 5	BASE	100-008	4.01	13.768	14.000	-0.0062	44	4.00	0.844
DS-4	BASE	100-008	4.01	13.768	14.000	0.0050	479	3.63	3.343
DS-6	BASE	100-008	4.01	13.771	14.000	0.0049	183	4.00	1.502
DS-7	BASE	100-008	4.01	13.773	14.000	0.0043	122	4.00	0.844
DS 5	BASE	100-024	12.08	13.323	14.000	-0.0050	56	12.00	0.309
DS-4	BASE	100-024	12.08	13.325	14.000	0.0049	609	10.71	1.373
DS-6	BASE	100-024	12.08	13.324	14.000	0.0050	234	12.07	1.030
DS-7	BASE	100-024	12.07	13.326	14.000	0.0047	155	12.00	0.309
DS 5	BASE	100-072	16.00	11.570	14.000	-0.0050	50	12.00	0.065
DS-4	BASE	100-072	11.25	11.004	14.000	-0.0007	479	12.00	0.065
DS-6	BASE	100-072	30.01	11.112	14.000	-0.0027	183	12.00	0.065
DS-7	BASE	100-072	16.04	11.554	14.000	0.0042	134	12.00	0.065

ALVIN'S #11
MCEI File No. 11296.04
POST DEVELOPMENT FLOW

Name	Group	Simulation	Max Time Flow hrs	Max Flow cfs	Max Delta Q cfs	Max Time US Stage hrs	Max US Stage ft	Max Time DS Stage hrs	Max DS Stage ft
DP-1	BASE	002-024	12.42	0.04	0.005	12.42	13.071	0.00	9.000
DP-1	BASE	003-001	0.00	0.00	0.000	0.91	11.162	0.00	9.000
DP-1	BASE	003-002	0.00	0.00	0.000	1.17	11.278	0.00	9.000
DP-1	BASE	003-004	0.00	0.00	0.000	3.10	11.289	0.00	9.000
DP-1	BASE	003-008	0.00	0.00	0.000	4.19	11.851	0.00	9.000
DP-1	BASE	003-024	0.00	0.00	0.000	19.09	11.716	0.00	9.000
DP-1	BASE	003-072	0.00	0.00	0.000	12.00	11.002	0.00	9.000
DP-1	BASE	005-001	0.00	0.00	0.000	0.96	11.632	0.00	9.000
DP-1	BASE	005-002	0.00	0.00	0.000	1.19	11.841	0.00	9.000
DP-1	BASE	005-004	0.00	0.00	0.000	3.07	11.918	0.00	9.000
DP-1	BASE	005-008	0.00	0.00	0.000	4.14	12.204	0.00	9.000
DP-1	BASE	005-024	0.00	0.00	0.000	19.09	12.031	0.00	9.000
DP-1	BASE	005-072	0.00	0.00	0.000	12.00	11.002	0.00	9.000
DP-1	BASE	010-001	0.00	0.00	0.000	0.90	12.233	0.00	9.000
DP-1	BASE	010-002	0.00	0.00	0.000	1.14	12.320	0.00	9.000
DP-1	BASE	010-004	0.00	0.00	0.000	3.07	12.381	0.00	9.000
DP-1	BASE	010-008	0.00	0.00	0.000	4.14	12.704	0.00	9.000
DP-1	BASE	010-024	0.00	0.00	0.000	19.07	12.593	0.00	9.000
DP-1	BASE	010-072	0.00	0.00	0.000	12.00	11.003	0.00	9.000
DP-1	BASE	025-001	0.00	0.00	0.000	1.50	12.248	0.00	9.000
DP-1	BASE	025-002	0.00	0.00	0.000	1.15	12.868	0.00	9.000
DP-1	BASE	025-004	3.07	0.00	0.000	3.07	13.001	0.00	9.000
DP-1	BASE	025-008	4.09	0.47	0.005	4.09	13.327	0.00	9.000
DP-1	BASE	025-024	19.02	0.05	0.005	19.03	13.079	0.00	9.000
DP-1	BASE	025-072	0.00	0.00	0.000	12.00	11.004	0.00	9.000
DP-1	BASE	050-001	0.87	0.65	0.005	0.87	13.396	0.00	9.000
DP-1	BASE	050-002	1.08	0.49	0.005	1.08	13.338	0.00	9.000
DP-1	BASE	050-004	2.56	0.55	0.005	2.57	13.360	0.00	9.000
DP-1	BASE	050-008	4.02	1.38	0.005	4.02	13.620	0.00	9.000
DP-1	BASE	050-024	15.04	0.19	0.005	15.05	13.192	0.00	9.000
DP-1	BASE	050-072	0.00	0.00	0.000	11.61	11.005	0.00	9.000
DP-1	BASE	100-001	1.49	0.16	0.005	1.49	13.170	0.00	9.000
DP-1	BASE	100-002	0.98	1.45	0.006	0.98	13.639	0.00	9.000
DP-1	BASE	100-004	2.51	1.07	0.005	2.51	13.532	0.00	9.000
DP-1	BASE	100-008	4.01	1.83	0.022	4.01	13.745	4.01	9.021
DP-1	BASE	100-024	12.07	0.46	0.005	12.08	13.324	0.00	9.000
DP-1	BASE	100-072	0.00	0.00	0.000	11.25	11.005	0.00	9.000

APPENDIX C

Aerial Map



March 21, 2022

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

PROPERTY LINES

MAJOR ROADS

INTERSTATE

STATE ROADS

COUNTY ROADS

SECONDARY ROADS

CITY LIMIT Boundary

Aerial 2019 - 3 Inch

Red: Band_1

Green: Band_2

Blue: Band_3

Aerial 2019 - 6 Inch

Red: Band_1

Green: Band_2

Blue: Band_3

Aerial 2013 - 9 Inch

Red: Band_1

Green: Band_2

Blue: Band_3

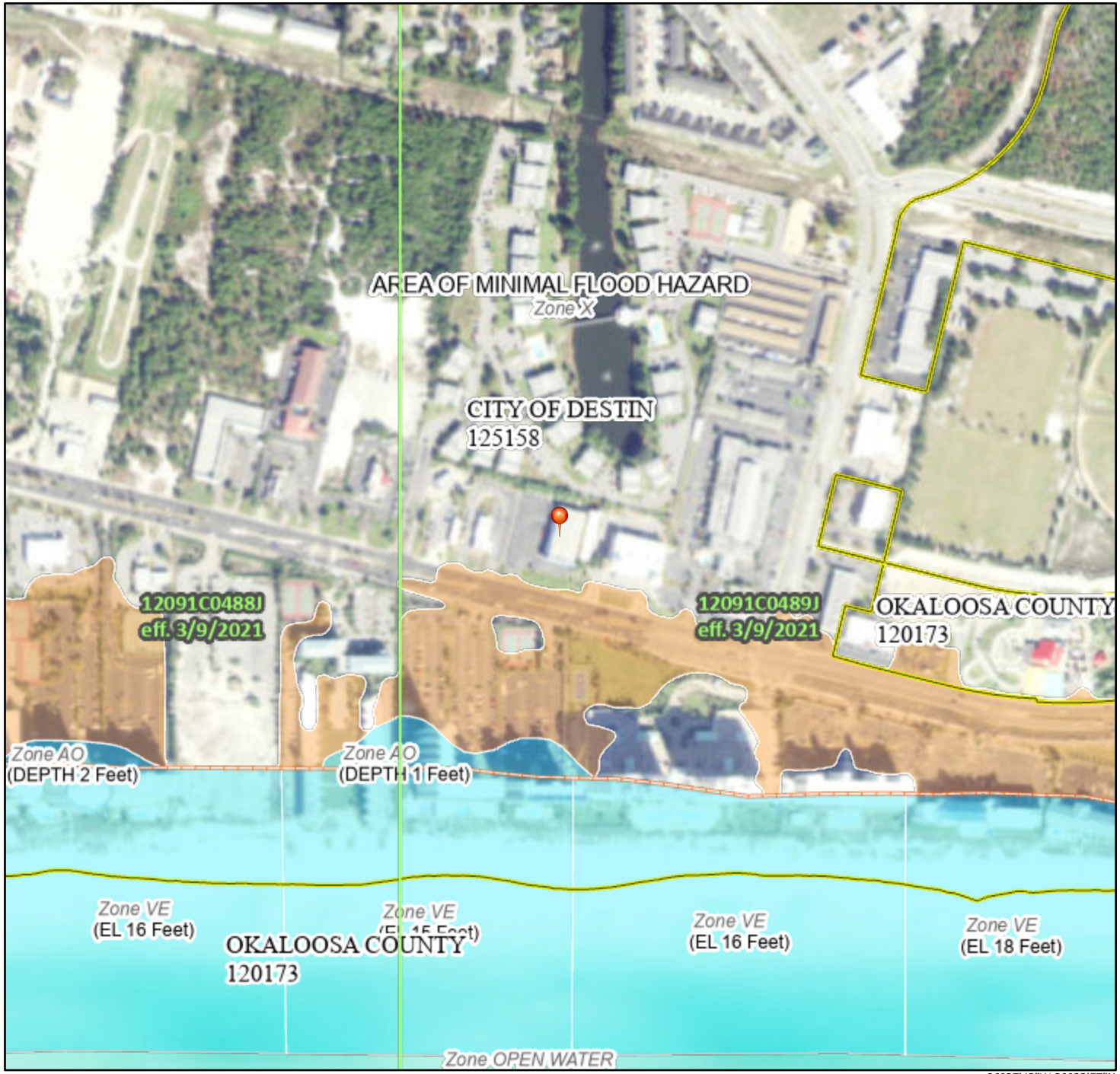
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community
Okaloosa County FL GIS

OCGIS
Copyright 2014

National Flood Hazard Layer FIRMette

FEMA

86°28'21"W 30°23'28"N



86°27'43"W 30°22'57"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

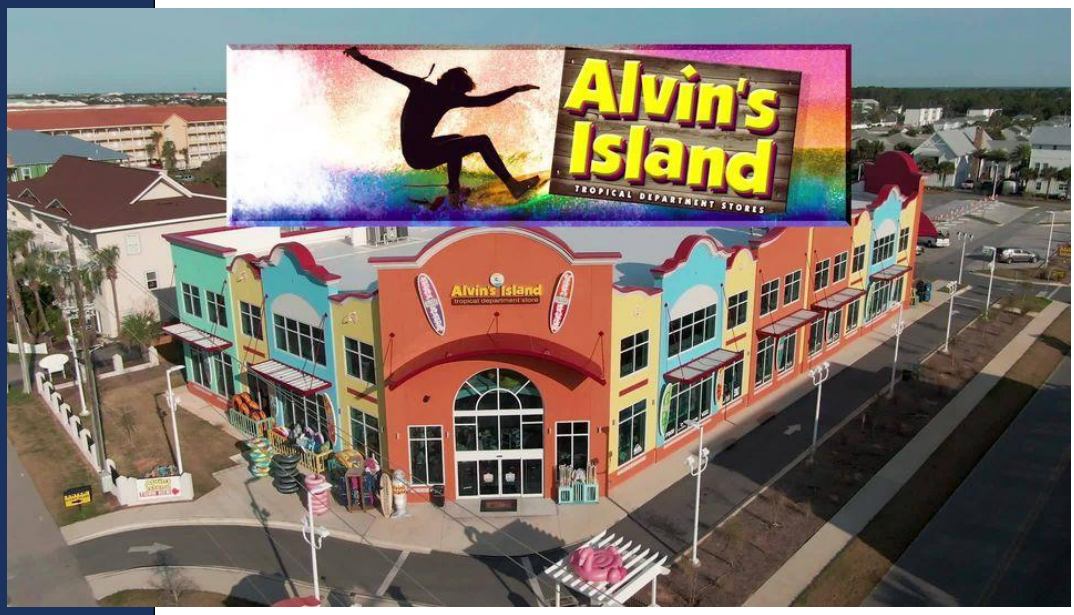
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/17/2022 at 10:14 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

APPENDIX D

GEOTECHNICAL ENGINEERING REPORT



Alvin's #11

Destin, Okaloosa County, Florida

PREPARED FOR:

Alvin's Stores

10800 Northwest 106th Street, Suite 6

Medley, Florida 33178

NOVA Project Number: 10116-2021323

December 1, 2021

NOVA

PROFESSIONAL | PRACTICAL | PROVEN

December 1, 2021

Alvin's Stores
10800 Northwest 106th Street, Suite 6
Medley, Florida 33178

Attention: Mr. Eli Tabib, President

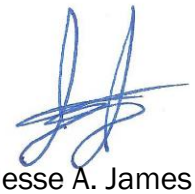
Subject: Geotechnical Engineering Report
ALVIN'S #11
Destin, Okaloosa County, Florida
NOVA Project Number 10116-2021323

Dear Mr. Tabib:

NOVA Engineering and Environmental LLC (NOVA) has completed the authorized Geotechnical Engineering Report for the proposed retail development to be located in Destin, Okaloosa County, Florida. The work was performed in general accordance with NOVA Proposal Number 016-20212589, dated April 26, 2021. This report briefly discusses our understanding of the project at the time of the subsurface exploration, describes the geotechnical consulting services provided by NOVA, and presents our findings, conclusions, and recommendations.

We appreciate your selection of NOVA and the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
NOVA Engineering and Environmental LLC



Jesse A. James P.E.
Assistant Branch Manager
Florida Registration No. 90470

Copies Submitted:

via electronic mail service

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APPENDICES

Appendix A – Figures and Maps
Appendix B – Subsurface Data
Appendix C – Laboratory Data
Appendix D – Qualifications of Recommendations

1.0 SUMMARY

A brief summary of pertinent findings, conclusions, and recommendations are presented below. This information should not be utilized in design or construction without reading the report in its entirety and paying particular attention to the recommendations presented in the text and Appendix.

1.1 GENERAL

The proposed retail development will be located at 1073 U.S. Highway 98 in Destin, Okaloosa County, Florida. NOVA understands the project will include constructing a new single-story retail store and a stormwater management system (SMS) consisting of a combination of a shallow dry stormwater retention basin and a sub-pavement exfiltration system to treat and dispose of stormwater runoff associated with the planned site improvements.

Our field exploration at the subject site included performing two (2) Standard Penetration Test (SPT) borings within the proposed structure footprint and two (2) auger borings within the proposed SMS areas. Drilling, testing, and sampling operations were performed in general accordance with ASTM designations and other industry standards.

Beneath an existing pavement section, the test borings generally encountered medium dense to loose fine-grained sands and slightly silty sands (USCS classifications of SP-SM and SP, respectively) to a depth of about 10 feet below existing grade (BEG) underlain by medium dense to very dense fine-grained sands (SP) to the maximum depth explored of about 25 feet BEG.

1.2 SITE PREPARATION

Based on the boring results, following site stripping and grubbing of the proposed construction areas to remove the existing structures, sub-structures, pavement sections, all surficial vegetation and topsoil, trees and/or associated root systems, and any other deleterious non-soil materials that are found to be present, the subgrade profile beneath the proposed building footprint appears to be feasible for supporting the proposed construction employing conventional site preparation practices as recommended in the Site Preparation section of this report.

We note that vibratory compaction operations should not be conducted for this project within 50 feet from any neighboring structures.

1.3 GROUNDWATER CONTROL

A stabilized groundwater table was encountered in the test borings at depths ranging between about 4 feet to 6 feet BEG at the time of our field exploration, which shortly followed a period of above normal seasonal rainfall.

Based on our understanding of the proposed construction, groundwater is not anticipated to adversely impact the planned development of this property.

1.4 FOUNDATIONS

After the recommended site/subgrade preparation and fill placement, we recommend that the proposed structure be supported on a conventional shallow foundation system bearing upon compacted native soils and/or compacted structural fill. The building foundation may be designed for a maximum soil bearing pressure of **2,000 pounds per square foot (psf).**

1.5 STORMWATER MANAGEMENT SYSTEM

We understand that the SMS is desired to consist of both a conventional shallow dry retention basin and a sub-pavement exfiltration system to treat and dispose of stormwater runoff associated with the planned site improvements. Based on the results of our field exploration, the subsurface conditions encountered in the proposed SMS area appear to be adaptable for the treatment and disposal of stormwater runoff via either desired SMS.

2.0 INTRODUCTION

2.1 PROJECT INFORMATION

Our understanding of this project is based on discussions with the project team, review of the provided site plan, a site reconnaissance performed during the boring layout, our review of aerial photography of the site via internet-based GIS software, and our experience with similar geotechnical conditions in the near vicinity to this project site.

2.1.1 Proposed Construction

NOVA understands the project will include constructing a new single-story retail shop and a stormwater management system (SMS) consisting of both a shallow dry stormwater retention basin and a sup-pavement exfiltration system to treat and dispose of stormwater runoff associated with the planned site improvements.

2.1.2 Maximum Loads

We understand that the structure will be supported by a shallow foundation system. Final structural loadings were not available from the design team at the time of the issuance of this report. We have therefore assumed that maximum loadings for the proposed building will not exceed 50 kips per column for isolated interior columns and 4 kips per lineal foot for continuous load bearing walls.

2.1.3 Floor Elevations / Site Grading

We understand that achieving the desired finish site grade elevations will require up to 2 feet of fill and no cut relative to current site grades within the proposed structure footprint. The proposed SMS will be on the order of 5 feet or less in depth, also relative to current site grade elevations.

2.2 SCOPE OF WORK

Alvin's Stores engaged NOVA to provide geotechnical engineering consulting services for the proposed **Alvin's #11** facility in Destin, Okaloosa County, Florida. This report briefly discusses our understanding of the project, describes our exploratory procedures, and presents our findings, conclusions, and recommendations.

The primary objectives of this study were to perform a geotechnical exploration within the areas of the proposed construction and to assess these findings as they relate to geotechnical aspects of the planned site development.

The authorized geotechnical engineering services included a site reconnaissance, a soil test boring and sampling program, laboratory testing, engineering evaluation of the field and laboratory data, and the preparation of this report. The services were performed substantially as outlined in our proposal number 016-20212589, dated April 26, 2021, and in general accordance with industry standards.

As authorized by the client, this completed geotechnical report includes:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered, as well as a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation and engineered fill/backfill placement.
- Recommendations for controlling groundwater and/or run-off during construction, and the potential need for permanent dewatering systems based on the anticipated post construction groundwater levels.
- Foundation system recommendations for the proposed structure, including an allowable foundation capacity, a recommended bearing depth, and installation considerations.
- Slab-on-grade construction considerations based upon the geotechnical findings, including the need for a sub-slab vapor barrier or a capillary layer.
- SMS design parameters including hydraulic conductivity values, a void ratio estimate, and apparent and normal permanent seasonal high groundwater levels in the proposed SMS areas.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommended quality control measures (i.e., sampling, testing, and inspection requirements) for site grading and foundation construction.

The assessment of site environmental conditions, including the presence of wetlands or detection of pollutants in the soil, rock or groundwater, laboratory testing of samples, or a site-specific seismic study was beyond the scope of this geotechnical study. If requested, NOVA can provide these services.

3.0 SITE DESCRIPTION

3.1 LOCATION AND LEGAL DESCRIPTION

The subject property is located at 1073 U.S. Highway 98 in Destin, Okaloosa County, Florida. According to the Okaloosa County Property Appraiser's online GIS database, the 1.21-acre property is referenced as the parcel ID 00-2S-22-0000-0024-0020. A Site Location Map is included in Appendix A.

3.2 SUBJECT PROPERTY AND VICINITY GENERAL CHARACTERISTICS

At the time of our field exploration, the vicinity of the Subject Property was observed to be generally developed with light commercial and residential land uses.

3.3 CURRENT USE OF THE PROPERTY

At the time of our field exploration, the subject property was observed to be developed with an existing retail store with associated asphalt paved parking areas.

4.0 FIELD EXPLORATION

Boring locations were established in the field by NOVA personnel using the provided site plan, and by estimating/taping distances and angles from existing site landmarks. The approximate locations are shown in Appendix A. Consequently, referenced boring locations should be considered approximate. If increased accuracy is desired by the client, NOVA recommends that the boring locations and elevations be surveyed.

Our field exploration was conducted on November 18, 2021, and included:

- Two (2), 25-foot deep SPT borings performed as close as practical to the proposed building footprint.
- Two (2), 15-foot-deep auger borings within the proposed SMS areas.

Test Borings: The building borings were performed using the guidelines of ASTM Designation D-1586, "Penetration Test and Split-Barrel Sampling of Soils". A mud rotary drilling process was used to advance the borings. At regular intervals, soil samples were obtained with a standard 1.4-inch I.D., 2.0-inch O.D., split-tube sampler. The sampler was first seated six inches and then driven an additional foot with blows of a 140-pound hammer falling 30 inches. The number of hammer blows required to drive the sampler the final foot is designated the "Penetration Resistance". The penetration resistance, when properly interpreted, is an index to the soil strength and density. Representative portions of the soil samples, obtained from the sampler, were placed in sealed containers, and transported to our laboratory for further evaluation and laboratory testing.

Test Boring Records in Appendix B show the Standard Penetration Test (SPT) resistances, or "N-values" for the SPT borings and present the soil conditions encountered in all of the borings. These records represent our interpretation of the subsurface conditions based on the field exploration data, visual examination of the recovered samples, laboratory test data, and generally accepted geotechnical engineering practices. The stratification lines and depth designations represent approximate boundaries between various subsurface strata. Actual transitions between materials may be gradual.

5.0 LABORATORY TESTING

A laboratory testing program was conducted to characterize materials which exist at the site using the recovered samples. Selected test data are presented on the Test Boring Records attached in the Appendix. The specific tests are briefly described below. All soil samples will be properly disposed of 30 days following the submittal of this NOVA subsurface exploration report unless you request otherwise.

5.1 SOIL CLASSIFICATION

Soil classification provides a general guide to the engineering properties of various soil types and enable the engineer to apply past experience to current problems. In our explorations, samples obtained during drilling operations are observed in our laboratory and visually classified by an engineer. The soils are classified according to consistency (based on number of blows from standard penetration tests), color and texture. The classification system discussed above is primarily qualitative; laboratory testing is generally performed for detailed soil classification. Using the test results, the soils were visually classified using the Unified Soil Classification System. This classification system and the in-place physical soil properties provide an index for estimating the soil's behavior. The soil classification and physical properties obtained are presented in this report.

5.2 MOISTURE CONTENT AND SIEVE ANALYSIS

The moisture content is the ratio expressed as a percentage of the weight of water in a given mass of soil to the weight of the solid particles. These tests were conducted in general accordance with ASTM D-2216. The sieve analysis consists of passing a soil sample through a series of standard sieve openings. The percentage of soil, by weight, passing the individual sieves is then recorded and generally presented in a graphical format. The percentage of fines passing through the No. 200 sieve is generally considered to represent the amount of silt and clay of the tested soil sample. The sieve analysis test was conducted in general accordance with ASTM Designation D-1140.

5.3 LABORATORY PERMEABILITY TEST

A remolded falling head permeability test (ASTM D-5084) is one of the standard test methods used to determine the hydraulic conductivity of saturated soils. The test involves the flow of water through a remolded, fully saturated soil sample inside a rigid-wall permeameter connected to a standpipe of constant diameter. Before beginning the flow measurements, the soil sample is saturated and the standpipe is filled with water to a given level. The test then starts by allowing the water to flow through the sample until the water in the standpipe reaches a lower limit. The time required for the water to flow from the upper to lower limit is recorded.

6.0 SUBSURFACE CONDITIONS

6.1 GEOLOGY

The site is located in the Okaloosa County, Florida area and according to the United States Geological Survey (USGS), is situated within the greater Gulf Coastal Plain region. The site is generally covered with Alluvium sediments of the Pleistocene/Holocene periods underlain by the Citronelle formation of the Pliocene/Pleistocene periods. The alluvial sediments typically consist of siliciclastics that are fine to coarse quartz sand containing clay lenses and gravel in places. Sands consists primarily of very fine to very coarse poorly sorted quartz grains; gravel is composed of quartz, quartzite, and chert pebbles. In areas of the Valley and Ridge province gravels are generally composed of angular to sub-rounded chert, quartz, and quartzite pebbles. Coastal deposits in the Destin area include fine to medium quartz sand with shell fragments and accessory heavy minerals along Gulf beaches and fine to medium quartz sand, silt, clay, peat, mud and ooze in the Mississippi Sound, Little Lagoon, bays, lakes, streams, and estuaries. The Citronelle formation consists primarily of varicolored/mottled lenticular beds of poorly sorted sand, clayey sand, clay, and clayey gravel. Limonite pebbles and lenses of limonite cemented sand occur locally in weathered Miocene exposures.

Surficial soils in the region are primarily siliciclastic sediments deposited in response to the renewed uplift and erosion in the Appalachian highlands to the north and sea-level fluctuations. The extent and type of deposit is influenced by numerous factors, including mineral composition of the parent rock and meteorological events.

6.2 SOIL CONDITIONS

The following paragraph provides a generalized description of the subsurface profiles and soil conditions encountered in the borings conducted during this study. The Test Boring Records in the Appendix should be reviewed to provide detailed descriptions of the conditions encountered at each boring location. Conditions may vary at other locations and times.

Beneath an existing pavement section, the test borings generally encountered medium dense to loose fine-grained sands and slightly silty sands (USCS classifications of SP-SM and SP, respectively) to a depth of about 10 feet below existing grade (BEG) underlain by medium dense to very dense fine-grained sands (SP) to the maximum depth explored of about 25 feet BEG.

6.3 GROUNDWATER CONDITIONS

6.3.1 General

Groundwater in the Gulf Coastal Plain typically occurs as an unconfined aquifer condition. Recharge is provided by the infiltration of rainfall and surface water through the soil overburden. More permeable zones in the soil matrix can affect groundwater conditions. The groundwater table is expected to be a subdued replica of the original surface topography. Based on a review of topographic maps and our visual site observations, we anticipate the groundwater flow at the site to be towards the south.

Groundwater levels vary with changes in season and rainfall, construction activity, surface water runoff and other site-specific factors. Groundwater levels in the Destin area are typically lowest in the late fall to winter and highest in the early spring to mid-summer with annual groundwater fluctuations by seasonal rainfall; consequently, the water table may vary at times.

6.3.2 Soil Test Boring Groundwater Conditions

A stabilized groundwater table was encountered in the test borings at depths ranging between about 4 feet to 6 feet BEG during of our field exploration, which shortly followed a period of above normal seasonal rainfall.

Based on comparisons of current annual monthly rainfall data to historical rainfall data extending back 50+ years in time, we estimate that the normal permanent seasonal high groundwater (SHGW) table for this site will occur within 1 foot above the measured depths to groundwater at each boring location, during the wet season.

7.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are based on our understanding of the proposed construction, our site observations, our evaluation and interpretation of the field and laboratory data obtained during this exploration, our experience with similar subsurface conditions, and generally accepted geotechnical engineering principles and practices.

Subsurface conditions in unexplored locations or at other times may vary from those encountered at specific boring locations. If such variations are noted during construction, or if project development plans are changed, we request the opportunity to review the changes and amend our recommendations, if necessary.

As previously noted, boring locations were established in the field by estimating distances and angles from existing site landmarks. If increased accuracy is desired by the client, we recommend that the boring locations and elevations be surveyed.

7.1 SITE PREPARATION

Prior to proceeding with construction, the existing structure, substructures, pavement sections, all topsoil and vegetation, trees and associated root systems, and any other deleterious non-soil materials found to be present should be stripped from the proposed building footprint. Clean topsoil may be stockpiled and subsequently re-used in landscaped areas. Debris-laden materials should be excavated, transported, and disposed of off-site in accordance with appropriate solid waste rules and regulations. Any existing utility locations should be reviewed to assess their impact on the proposed construction and relocated/grouted in-place as appropriate.

The soils exposed at the stripped grade elevation should be compacted to a minimum soil density of at least 98 percent of the maximum dry density as determined by the Modified Proctor test method (ASTM D-1557). NOVA should observe the compaction of the subgrade to locate soft, weak, or excessively wet fill or existing soils present at the time of construction. Any unstable materials observed during the evaluation and compaction operations should be undercut and replaced with structural fill or stabilized in-place by scarifying and re-densifying.

We note that vibratory compaction operations should not be performed within a clear distance of 50 feet from any adjacent structures.

NOVA should observe the compaction of the subgrade to locate soft, weak, or excessively wet fill or existing soils present at the time of construction. Any unstable materials observed during the evaluation and compaction operations should be undercut and replaced with structural fill or stabilized in-place by scarifying and re-densifying.

7.1.1 Soil Suitability

Fill materials should be relatively clean sands with less than 12 percent fines (material passing the No. 200 sieve), and free of non-soil materials and rock fragments larger than 3 inches in diameter. Soils with fines contents between 13 and 25 percent may also be used as fill soils for this project, but we note that strict moisture control would be required at the time of placement for these moisture-sensitive soils.

All materials to be used for backfill or compacted fill construction should be evaluated and, if necessary, tested by NOVA prior to placement to determine if they are suitable for their intended use. In general, based upon the boring results, the near surface sands and slightly silty sands (SP, SP-SM) such as those encountered in the borings can be used as structural fill as well as general subgrade fill and backfill, provided that the fill material is free of rubble, clay, rock, roots, and organics, and is within +/- 3% of its optimum moisture content at the time of placement. Any off-site materials used as fill should be approved by NOVA prior to acquisition.

Organic and/or debris-laden material is not suitable for re-use as structural fill. Topsoil, mulch, and similar organic materials can be wasted in architectural areas. Debris-laden materials should be excavated, transported, and disposed of off-site in accordance with appropriate solid waste rules and regulations.

7.1.2 Soil Compaction

Fill should be placed in thin, horizontal loose lifts (maximum 12-inch) and compacted to a minimum soil density of at least 98 percent of the Modified Proctor maximum dry density (ASTM D-1557). The upper 12 inches of soil beneath the bottoms of all foundation footings should also be compacted to at least 98 percent. In confined areas, such as utility trenches or behind retaining walls, portable compaction equipment and thinner fill lifts (3 to 4 inches) may be necessary.

Fill materials used in structure areas should have a target maximum dry density of at least 95 pounds per cubic foot (pcf). If lighter weight fill materials are used, the NOVA geotechnical engineer should be consulted to assess the impact on design recommendations.

Soil moisture content should be maintained within 3 percent of the optimum moisture content. We recommend that the grading contractor have equipment on site during earthwork for both drying and wetting fill soils. Moisture control may be difficult during rainy weather.

Filling operations should be observed by a NOVA soils technician, who can confirm suitability of material used and uniformity and appropriateness of compaction efforts. The technician can also document compliance with the specifications by performing field density tests using thin-walled tube, nuclear, or sand cone testing methods (ASTM D-2937, D-6938, or D-1556, respectively). One test per 2,000 square feet in structure areas should be performed in each lift of fill, with test locations well distributed throughout the fill mass. When filling in small areas, at least one test per day per area should be performed. One (1) test at conventional spread foundations, one (1) test per lift at each planned column footing area, and one (1) test per 75 linear feet at continuous strip foundations are also recommended.

7.2 GROUNDWATER CONTROL

A stabilized groundwater table was encountered in the test borings at depths ranging between about 4 feet to 6 feet BEG during of our field exploration, which shortly followed a period of above normal seasonal rainfall. Depending on the areas of the site under consideration, groundwater levels have differing implications for design and construction. The extent and nature of any dewatering required during construction will be dependent on the actual groundwater conditions prevalent at the time of construction and the effectiveness of construction drainage to prevent run-off into open excavations.

Based on our understanding of the proposed construction, groundwater is not anticipated to adversely impact the proposed development of this property.

As previously noted, groundwater levels are subject to seasonal, climatic, and other variations and may be different at other times and locations.

7.3 FOUNDATIONS

NOVA understands the project will include constructing a new single-story retail store. We understand that the structure will be supported by a conventional shallow foundation system. Final structural loadings were not available from the design team at the time of the issuance of this report. We have therefore assumed that maximum loadings for the proposed building will not exceed 50 kips per column for isolated interior columns and 4 kips per lineal foot for continuous load bearing walls.

7.3.1 Shallow Foundations

Design: After the recommended conventional site and subgrade preparation and fill placement, we recommend that the proposed structure be supported on a conventional shallow foundation system bearing upon compacted native soils and/or compacted structural fill. The building foundation may be designed employing a maximum soil bearing pressure of **2,000 pounds per square foot (psf).**

We recommend minimum footing widths of 18 inches for ease of construction and to reduce the possibility of localized shear failures. Exterior and interior footing bottoms should be established at least 12 inches below finished surrounding exterior grades and a minimum of 1 foot above the seasonal high groundwater table.

Settlement: Settlements for spread foundations bearing on improved native subgrade soils and/or properly compacted fill soils were assessed using SPT values to estimate elastic modulus, based on published correlations and previous NOVA experience. We note that the settlements presented are based on the results of the SPT borings. Conditions may be better or worse in other areas, however, we believe the estimated settlements are reasonably conservative.

Based on assumed column loadings, the soil bearing capacity and the presumed foundation elevations discussed above, we expect primary total settlement beneath individual foundations for the bearing capacities recommended above to be on the order of 1 inch.

The amount of differential settlement is difficult to predict because the subsurface and foundation loading conditions can vary considerably across the site. However, we anticipate differential settlement between adjacent foundations will be less than ½ inch. The final deflected shape of the structure will be dependent on actual foundation locations and loading.

Foundation support conditions are highly erratic and may vary dramatically in short horizontal distances. It is anticipated that the geotechnical engineer may recommend a different bearing capacity upon examination of the actual foundation subgrade at numerous locations. To reduce the differential settlement if lower consistency materials are encountered, a lower bearing capacity should be used, or the foundations should be extended to more competent materials.

We anticipate that timely communication between the geotechnical engineer and the structural engineer, as well as other design and construction team members, will be required.

Construction: Foundation excavations should be evaluated by the NOVA geotechnical engineer prior to reinforcing steel placement to observe foundation subgrade preparation and confirm bearing pressure capacity.

Foundation excavations should be level and free of debris, ponded water, mud, and loose, frozen, or water-softened soils. Concrete should be placed as soon as is practical after the foundation is excavated, and the subgrade evaluated.

Foundation concrete should not be placed on frozen or saturated soil. If a foundation excavation remains open overnight, or if rain or snow is imminent, a 3 to 4-inch thick "mud mat" of lean concrete should be placed in the bottom of the excavation to protect the bearing soils until reinforcing steel and concrete can be placed.

7.3.2 Slab-On-Grade

General: The conditions exposed at subgrade levels will vary across the site and may include structural fill. The slab-on-grade may be adequately supported on these subgrade conditions subject to the recommendations in this report. The slab-on-grade should be jointed around columns and along walls to reduce cracking due to differential movement. An underdrain system is not necessary beneath the slab, provided that the slab is established at least 2 feet above any significant perched or apparent groundwater zones. An impermeable vapor barrier is recommended beneath finished spaces to reduce dampness.

Once grading is completed, the subgrade is usually exposed to adverse construction activities and weather conditions during the period of sub-slab utility installations.

The subgrade should be well-drained to prevent the accumulation of water. If the exposed subgrade becomes saturated or frozen, the geotechnical engineer should be consulted.

After utilities have been installed and backfilled, a final subgrade evaluation should be performed by the geotechnical engineer immediately prior to the slab-on-grade placement. If practical, proofrolling may be used to redensify the surface and to detect any soil that has become excessively wet or otherwise loosened.

Several design methods are applicable for conventional slab design. We have assumed that the slab designer will utilize the methods discussed in the American Concrete Institute (ACI) Committee 360 report, "Guide to Design of Slabs-on-Ground, (ACI 360R-10). Specifically, the Portland Cement Association (PCA) or the Wire Reinforcement Institute (WRI) slab thickness design methods.

7.4 STORMWATER MANAGEMENT SYSTEM

Based on conversations with the design team, we understand that the project is desired include constructing an SMS consisting of both a conventional shallow dry retention basin and a sub-pavement exfiltration system to treat and dispose of stormwater runoff associated with the planned property improvements. Based on the results of the SMS test borings, the subsurface conditions encountered on the project site appear to be adaptable for employing the desired SMS.

We recommend utilizing the SMS design parameters provided below for the design of this SMS. Please note that the provided hydraulic conductivity values do not include a safety factor.

SMS Soil Design Parameters	
Corresponding Soil Boring Test Locations	R-1, R-2, B-1, B-2
Approximate Depth to Confining Stratum, BEG	18 feet*
Measured Vertical Hydraulic Conductivity Rate (Kv)	38 feet/day
Calculated Horizontal Hydraulic Conductivity Rate (Kh)	57 feet/day
Estimated Infiltration Rate, DRI	13 inches/hour
Estimated Fillable Porosity of Soil	25%
Estimated Depth to Normal Permanent SHGW table, BEG	5 feet

**Based on the deeper SPT Borings performed for this study.*

The estimated average normal permanent seasonal high groundwater level provided in the table above is based on our experience with projects in this locale; the soil strata encountered in the test borings; the groundwater levels measured at the site; and the published information by the "Web Soil Survey" National database, NRCS division of the United States Department of Agriculture (USDA).

The actual exfiltration rate from the SMS may be influenced by SMS geometry, natural soil variability, in-situ depositional characteristics and soil density, retention volume, and groundwater mounding effects. Appropriate factors of safety should be incorporated into the design process. We note that NOVA performs remolded laboratory permeability testing using generally accepted practices of the local engineering community. These types of tests are the quickest and most economical for stormwater retention basin design. However, the user of this information is cautioned that the potential variability of results of these types of tests can be significant, and the reproducibility of results can vary by factors of up to 100 percent.

Also, the permeability measured by such tests may not be representative of the total effective aquifer thickness. Factors of safety can compensate for part of the inherent test limitations, but the designer must exercise judgment regarding final selection and applicability of provided soil design input parameters.

Should the modeling analysis indicate marginally acceptable compliance with Water Management District design criteria, it may be advisable to perform more extensive and representative in-situ permeability testing by collecting "undisturbed" horizontal and vertical soil samples and/or installing grouted piezometers or wells for slug testing. NOVA can perform these field tests if desired.

8.0 CONSTRUCTION OBSERVATIONS

8.1 SUBGRADE

Once site grading is completed, the subgrade may be exposed to adverse construction activities and weather conditions. The subgrade should be well-drained to prevent the accumulation of water. If the exposed subgrade becomes saturated or frozen, the NOVA geotechnical engineer should be consulted. A final subgrade evaluation should be performed by the NOVA geotechnical engineer immediately prior to pavements or slab-on-grade placement. If practical, proofrolling may be used to re-densify the surface and to detect any soil, which has become excessively wet or otherwise loosened.

8.2 SHALLOW FOUNDATIONS

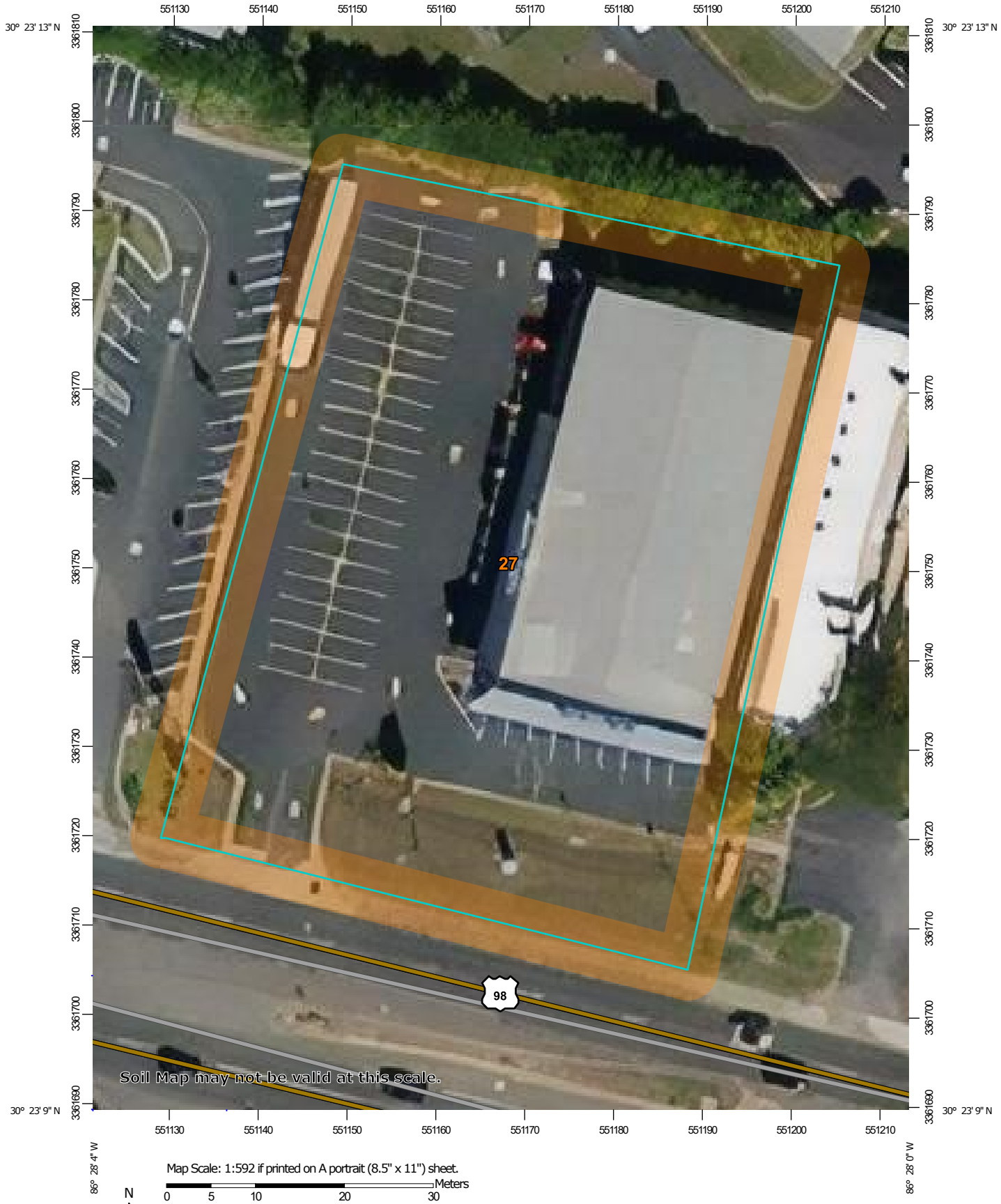
Foundation excavations should be level and free of debris, ponded water, mud, and loose, frozen, or water-softened soils. All foundation excavations should be evaluated by the NOVA geotechnical engineer prior to reinforcing steel placement to observe foundation subgrade preparation and confirm bearing pressure capacity. Due to variable site subsurface and construction conditions, some adjustments in isolated foundation bearing pressures, depth of foundations or undercutting and replacement with controlled structural fill may be necessary.

APPENDIX A
Figures and Maps



Scale: Not To Scale **Date Drawn:** November 29, 2021 **Drawn By:** N. Turan **Checked By:** W. Lawrence	NOVA 140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**PROJECT LOCATION MAP** **Alvin's #11 – 1073 Highway 98 East** Destin, Okaloosa County, Florida *NOVA Project Number 10116-2021323*

Soil Map—Okaloosa County, Florida
(ALVIN'S #11)



Map Scale: 1:592 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 5 10 20 30

Feet
0 25 50 100 150

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Okaloosa County, Florida
Survey Area Data: Version 20, Sep 7, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

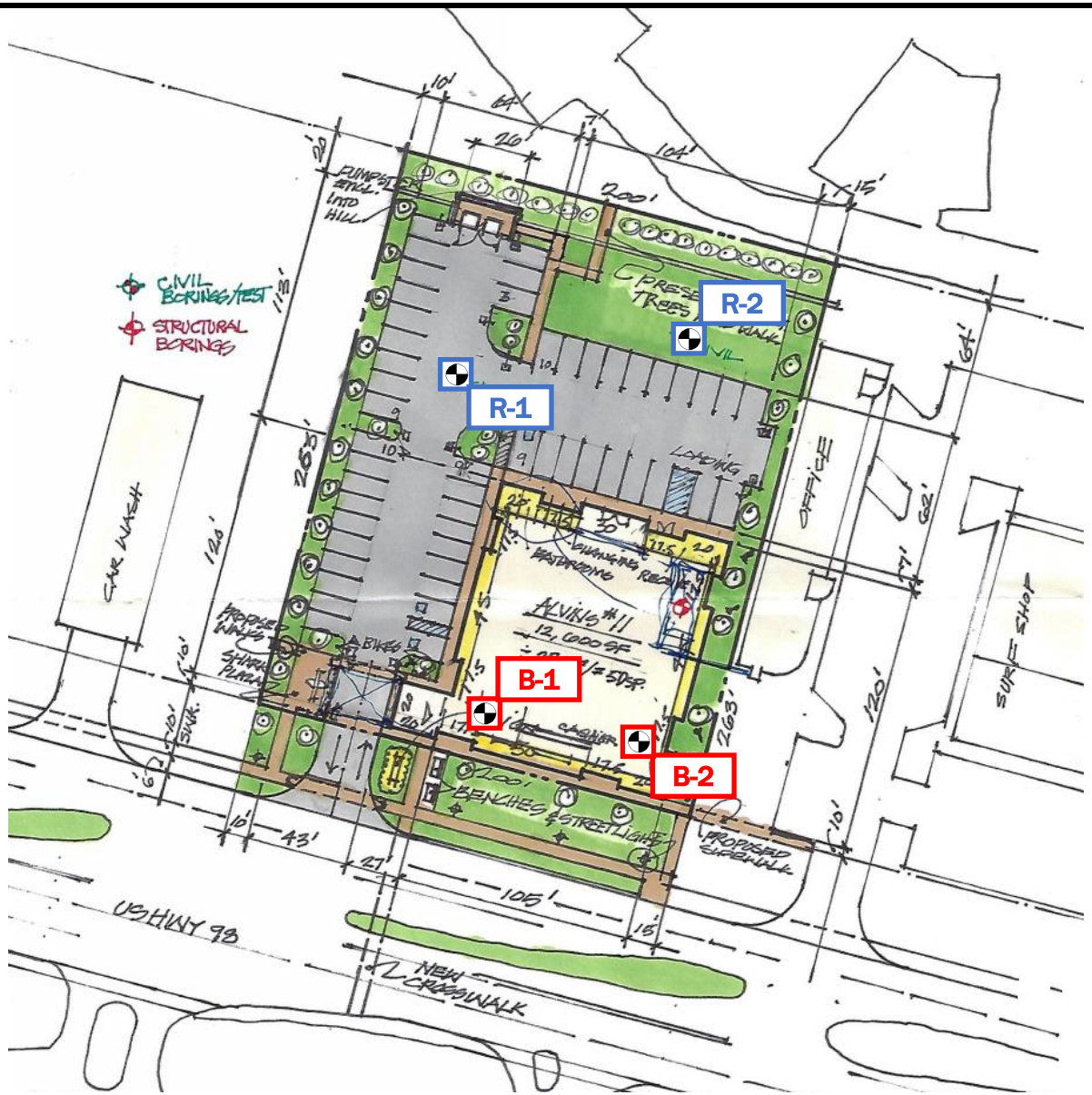
Date(s) aerial images were photographed: Dec 31, 2009—Dec 10, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
27	Urban land	1.2	100.0%
Totals for Area of Interest		**1.2**	**100.0%**

APPENDIX B
Subsurface Data



LEGEND

B-x = 25-ft. Structural SPT Boring

R-x = 15-ft SMS Auger Boring

Scale: Not To Scale **Date Drawn:** November 12, 2021 **Drawn By:** J. James **Checked By:** W. Lawrence	NOVA 140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**BORING LOCATION PLAN** **Alvins #11 – 1073 Highway 98 East** Destin, Okaloosa County, Florida *NOVA Project Number 10116-2021323*

KEY TO BORING LOGS

SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts
			CH	Inorganic clays or clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

*Based on the material passing the 3-inch (75 mm) sieve
** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY
(Sands and Gravels)
Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY
(Silts and Clays)
Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Medium Stiff – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS
(Limestone)
Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample
Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample
Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample
Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

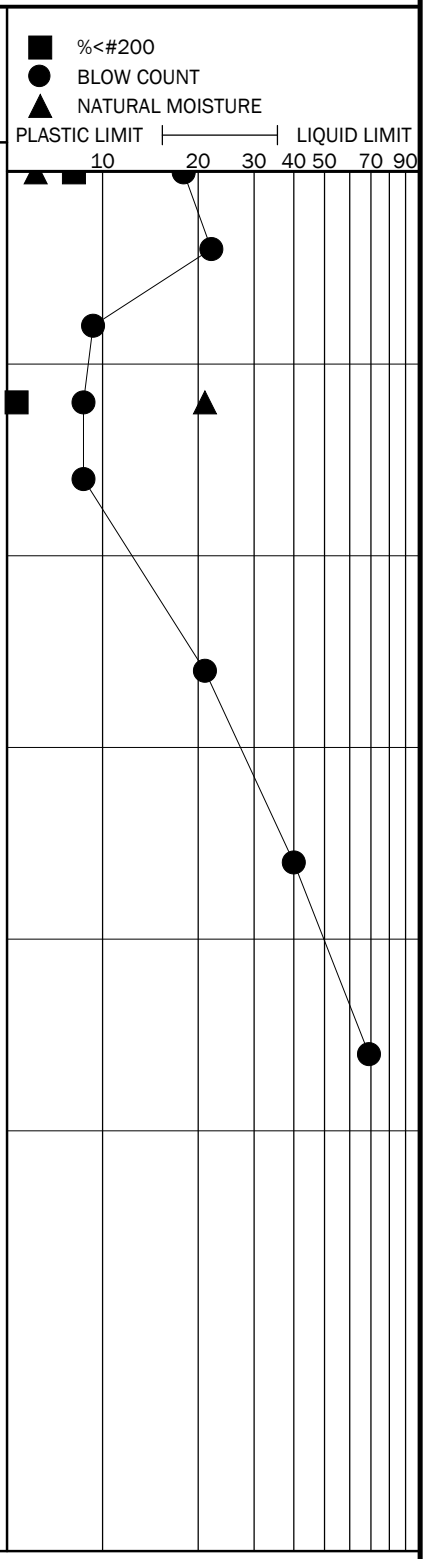
NOVA

TEST BORING RECORD B-1

PROJECT: Alvin's #11 - 1073 Highway 98 East PROJECT NO.: 10116-2021323
CLIENT: Alvin's Stores
PROJECT LOCATION: Destin, Okaloosa County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: American Drilling Inc. LOGGED BY: N. Turan
DRILLING METHOD: SPT Boring DATE: November 18, 2021
DEPTH TO - WATER> INITIAL: 5.75 ft AFTER 24 HOURS: _____ CAVING> _____

Depth (feet)	Description	N-Value
0	ASPHALT (Approx. 3 inches)	
	Orange medium dense fine-grained silty SAND (SM)	18
	Light brown/orange medium dense fine-grained slightly silty SAND (SP-SM)	22
	Gray medium dense to loose fine-grained SAND (SP)	9
5		8
		8
10	Off-white medium dense to very dense fine-grained SAND (SP)	
		21
15		
		40
20		
		69
25	Boring Terminated at 25 ft.	
30		
35		

Graphic | Groundwater | Sample Type



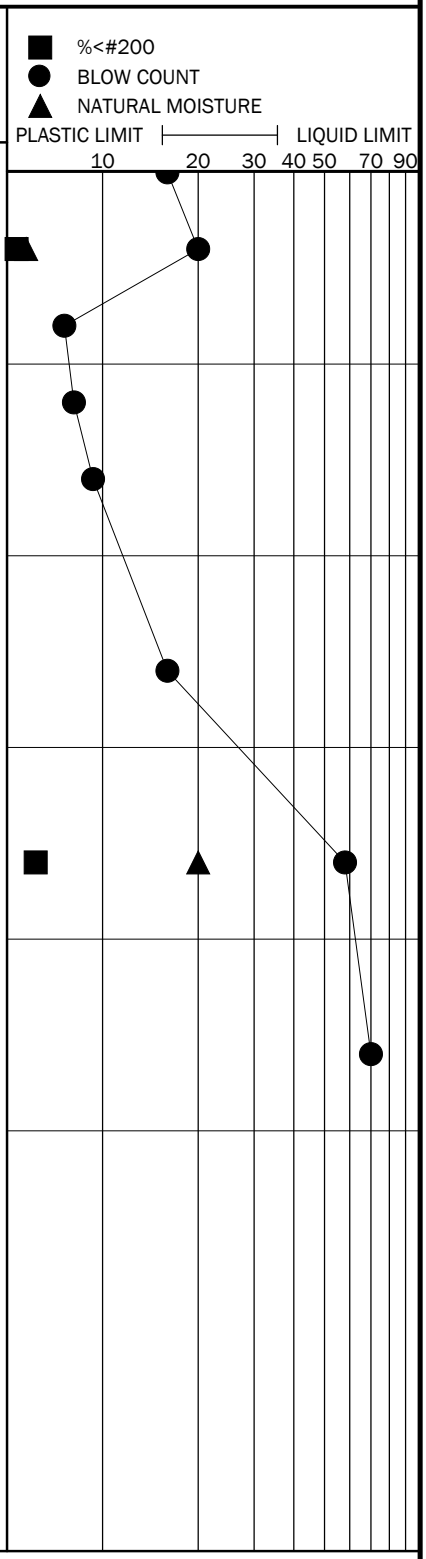
This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD B-2

PROJECT: Alvin's #11 - 1073 Highway 98 East PROJECT NO.: 10116-2021323
CLIENT: Alvin's Stores
PROJECT LOCATION: Destin, Okaloosa County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: American Drilling Inc. LOGGED BY: N. Turan
DRILLING METHOD: SPT Boring DATE: November 18, 2021
DEPTH TO - WATER> INITIAL: 4.75 ft AFTER 24 HOURS: _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		ASPHALT (Approx. 3 inches)				
		Light orange medium dense fine-grained SAND (SP)				16
		WOOD (Approx. 6 inches)				20
		Light brown/gray medium dense fine-grained SAND (SP)				
5		Off-white loose to very dense fine-grained SAND (SP)				6
						7
						9
10						
						16
15						
						58
20						
						70
25		Boring Terminated at 25 ft.				
30						
35						



This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD R-1

PROJECT: Alvin's #11 - 1073 Highway 98 East PROJECT NO.: 10116-2021323
CLIENT: Alvin's Stores
PROJECT LOCATION: Destin, Okaloosa County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: American Drilling Inc. LOGGED BY: N. Turan
DRILLING METHOD: Auger Boring DATE: November 18, 2021
DEPTH TO - WATER> INITIAL: ▽ 5.25 ft AFTER 24 HOURS: ▼ _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		ASPHALT (Approx. 3 inches)				
		Orange fine-grained silty SAND (SM)				
		Light brown fine-grained SAND (SP)				
		Off-white fine-grained SAND (SP)				
5				▽		
		Off-white/gray fine-grained SAND (SP)				
10						
15						
		Boring Terminated at 15 ft.				
20						
25						
30						
35						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

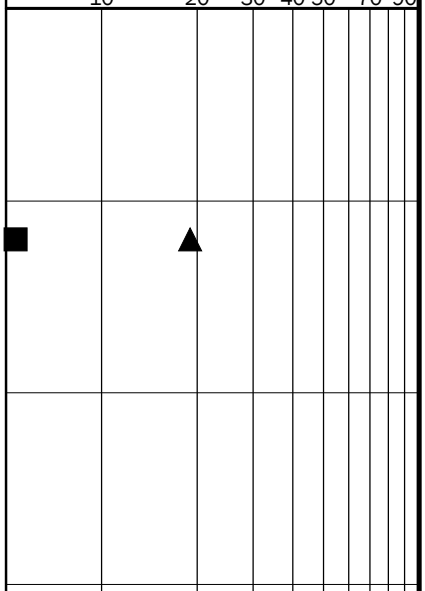
NOVA

TEST BORING RECORD R-2

PROJECT: Alvin's #11 - 1073 Highway 98 East PROJECT NO.: 10116-2021323
CLIENT: Alvin's Stores
PROJECT LOCATION: Destin, Okaloosa County, Florida
LOCATION: Per Boring Location Plan ELEVATION: Existing Grade
DRILLER: American Drilling Inc. LOGGED BY: N. Turan
DRILLING METHOD: Auger Boring DATE: November 18, 2021
DEPTH TO - WATER> INITIAL: ▽ 5.75 ft AFTER 24 HOURS: ▼ _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		ASPHALT (Approx. 3 inches)				
		Orange fine-grained silty SAND (SM)				
		Light brown fine-grained SAND (SP)				
		Off-white fine-grained SAND (SP)				
5				▽		
		Gray fine-grained SAND (SP)				
10						
		Off-white/gray fine-grained SAND (SP)				
15						
		Boring Terminated at 15 ft.				
20						
25						
30						
35						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90



This information pertains only to this boring and should not be interpreted as being indicative of the site.

APPENDIX C
Laboratory Data

SUMMARY OF CLASSIFICATION & INDEX TESTING

Alvin's #11 – 1073 Highway 98 East
Destin, Okaloosa County, Florida
NOVA Project No. 10116-2021323

SUMMARY OF CLASSIFICATION AND INDEX TESTING						
Boring No.	Sample Depth (ft. BEG)	Natural Moisture (%)	Percent Fines (- #200)	Hydraulic Conductivity		USCS Soil Classification
				K_{vs} (ft/day)	Unit Weight of Sample (pcf)	
B-1	0.5-2	3	7	---	---	SP-SM
B-1	6-8	21	1	---	---	SP
B-2	2-4	2	1	---	---	SP
B-2	18-20	20	3	---	---	SP
R-1	1-5.5	3	3	38	96	SP
R-2	6-10	19	1	---	---	SP

REMOLDED LABORATORY PERMEABILITY TEST DATA SHEET

PROJECT: Alvin's #11 NOVA PROJECT #: 10116-2021323

DATE: 11/29/2021 ASSIGNED BY: JAJ TESTED BY: NPT

Sample LOCATION / BORING NO.	R-1
Sample NUMBER / DEPTH	1 ft - 5.5 ft

PERMEABILITY TESTING SUMMARY			
PERMEABILITY (K_V)	→	38	ft/day
Corresponding K_h	→	57	ft/day
DRY DENSITY	→	96	lbs/ft^3
MOISTURE CONTENT	→	3	%
-200 FINES CONTENT	→	3	%

FALLING HEAD PERMEABILITY (ASTM D 5084)

No. of LAYERS:	3	Wt. of MOLD (lbs):	4.48
BLOWS/LAYER:	15	Wt. of MOLD/SOIL (lbs):	7.76

HEIGHT (FT)	TRIAL #1 (SEC)	PERMEABILITY
7	0.0	1.38E-02
6	1.1	1.33E-02
5	2.6	1.32E-02
4	4.3	1.30E-02
3	6.4	1.41E-02
2	9.4	
1	14.1	
	1.3E-02	cm/sec

MOISTURE CONTENT (ASTM D 2216)

Pan NUMBER	J
Wt. of WET SOIL & PAN (g)	259.4
Wt. of DRY SOIL & PAN (g)	254.4
Wt. of PAN (g)	65.1
Wt. of Water (g)	5.0
Wt. of Dry Soil (g)	189.3
MOISTURE CONTENT (%)	2.6

-200 SIEVE WASH (ASTM D 1140)

Pan NUMBER	J
Wt. of DRY SOIL & PAN (g)	254.4
Wt. of WASH SOIL & PAN (g)	249.4
Wt. of PAN (g)	65.1
Wt. of Original Dry Sample (g)	189.3
Wt. of -200 Material (g)	5.0
Wt. of Washed Dry Sample (g)	184.3
-200 FINES CONTENT (%)	2.6

NUMBER OF INCHES MOLD WAS SHORT? 0.000 INCHES (ZERO INCHES IS DEFAULT)

PERMEABILITY CONSTANT USED WAS → 0.23 (Includes 3/8"ID tubing)

NOVA

APPENDIX D
Qualifications of Recommendations

QUALIFICATIONS OF RECOMMENDATIONS

The findings, conclusions and recommendations presented in this report represent our professional opinions concerning subsurface conditions at the site. The opinions presented are relative to the dates of our site work and should not be relied on to represent conditions at later dates or at locations not explored. The opinions included herein are based on information provided to us, the data obtained at specific locations during the study, and our previous experience. If additional information becomes available which might impact our geotechnical opinions, it will be necessary for NOVA to review the information, re-assess the potential concerns, and re-evaluate our conclusions and recommendations.

Regardless of the thoroughness of a geotechnical exploration, there is the possibility that conditions between borings may differ from those encountered at specific boring locations, that conditions are not as anticipated by the designers and/or the contractors, or that either natural events or the construction process has altered the subsurface conditions. These variations are an inherent risk associated with subsurface conditions in this region and the approximate methods used to obtain the data. These variations may not be apparent until construction.

The professional opinions presented in this report are not final. Field observations and foundation installation monitoring by the geotechnical engineer, as well as soil density testing and other quality assurance functions associated with site earthwork and foundation construction, are an extension of this report. Therefore, NOVA should be retained by the owner to observe all earthwork and foundation construction to confirm that the conditions anticipated in this study actually exist, and to finalize or amend our conclusions and recommendations. NOVA is not responsible or liable for the conclusions and recommendations presented in this report if NOVA does not perform these observations and testing services.

This report is intended for the sole use of **Alvin's Stores** only. The scope of work performed during this study was developed for purposes specifically intended by of **Alvin's Stores** only and may not satisfy other users' requirements. Use of this report or the findings, conclusions or recommendations by others will be at the sole risk of the user. NOVA is not responsible or liable for the interpretation by others of the data in this report, nor their conclusions, recommendations or opinions.

Our professional services have been performed, our findings obtained, our conclusions derived and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices in the State of Florida. This warranty is in lieu of all other statements or warranties, either expressed or implied.

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

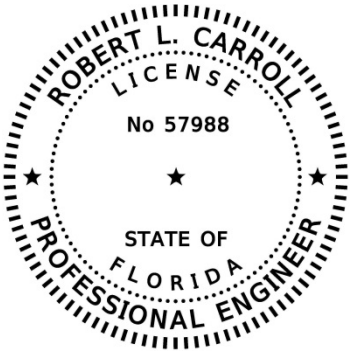
TRAFFIC CONCURRENCY

ALVINS ISLAND #11

Destin, Florida
FILE NO. 1296.04

PREPARED BY:

McNEIL—CARROLL
ENGINEERING, INC.





Robert Carroll, P.E.
FL LC # 57988

November 2024
Date

17800 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413
(850) 234-1730

TRAFFIC CONCURRENCY EVALUATION
ALVINS ISLAND #11

Introduction

The proposed development is located at 1073 Highway 98 in Destin, Florida. The proposed development is to construct a 12,600 square foot building to replace the 22,000 retail building that was burnt down. Thus, the proposed trips being produced will be less than the current trips. The proposed access will be via Highway 98. A vicinity map has been attached for reference.

Trip Generation

The traffic demand from this project was derived from the ITE Trip Generation Manual, 11th Edition. Data in this report is presented in terms of PM Peak-Hour.

Old Trips:
Description: Apparel Store
ITE Code: 876
Unit Designation: 1000 Sq. Ft. GLA
Expected Units: 22.0
PM Peak Trips: 91

51% Enter PM Peak Hour = 46 vph entering project
49% Exit PM Peak Hour = 45 vph exiting project

New Trips:
Description: Apparel Store
ITE Code: 876
Unit Designation: 1000 Sq. Ft. GLA
Expected Units: 12.6
PM Peak Trips: 52

51% Enter PM Peak Hour = 26 vph entering project
49% Exit PM Peak Hour = 26 vph exiting project

Old Trips – New Trips = 91 – 52 = 39 **less** trips with new building

Proposed Trips:
Total Enter PM Peak Hour = 26 vph entering project
Total Exit PM Peak Hour = 26 vph exiting project

ATTACHMENTS

Land Use: 876
Apparel Store

Description

An apparel store is an individual store specializing in the sale of clothing. Department store (Land Use 875) is a related use.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, and the 2010s in California, Florida, New York, Vermont, and Wisconsin.

Source Numbers

210, 439, 862, 944, 959

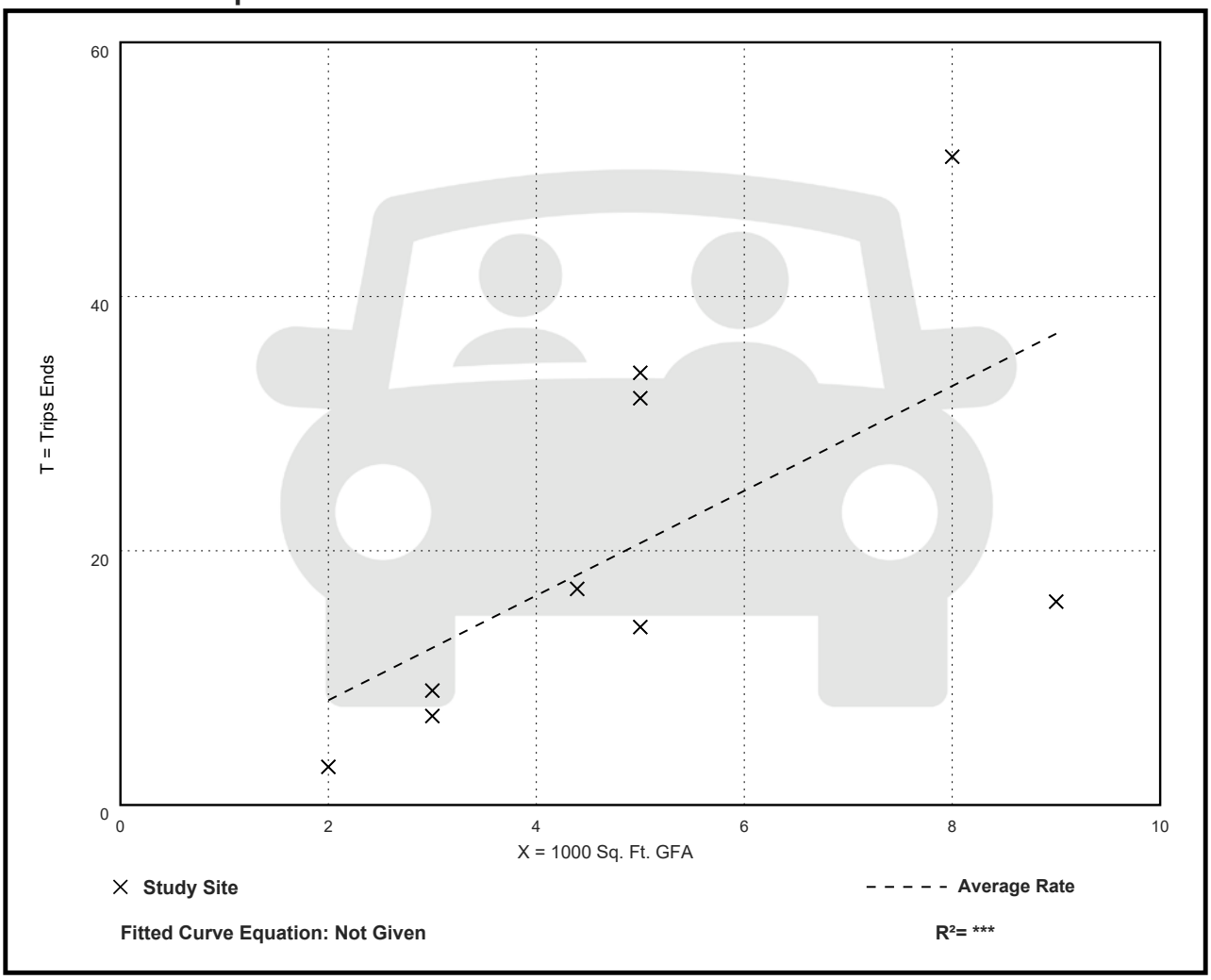
Apparel Store
(876)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 9
Avg. 1000 Sq. Ft. GFA: 5
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.12	1.50 - 6.80	2.18

Data Plot and Equation



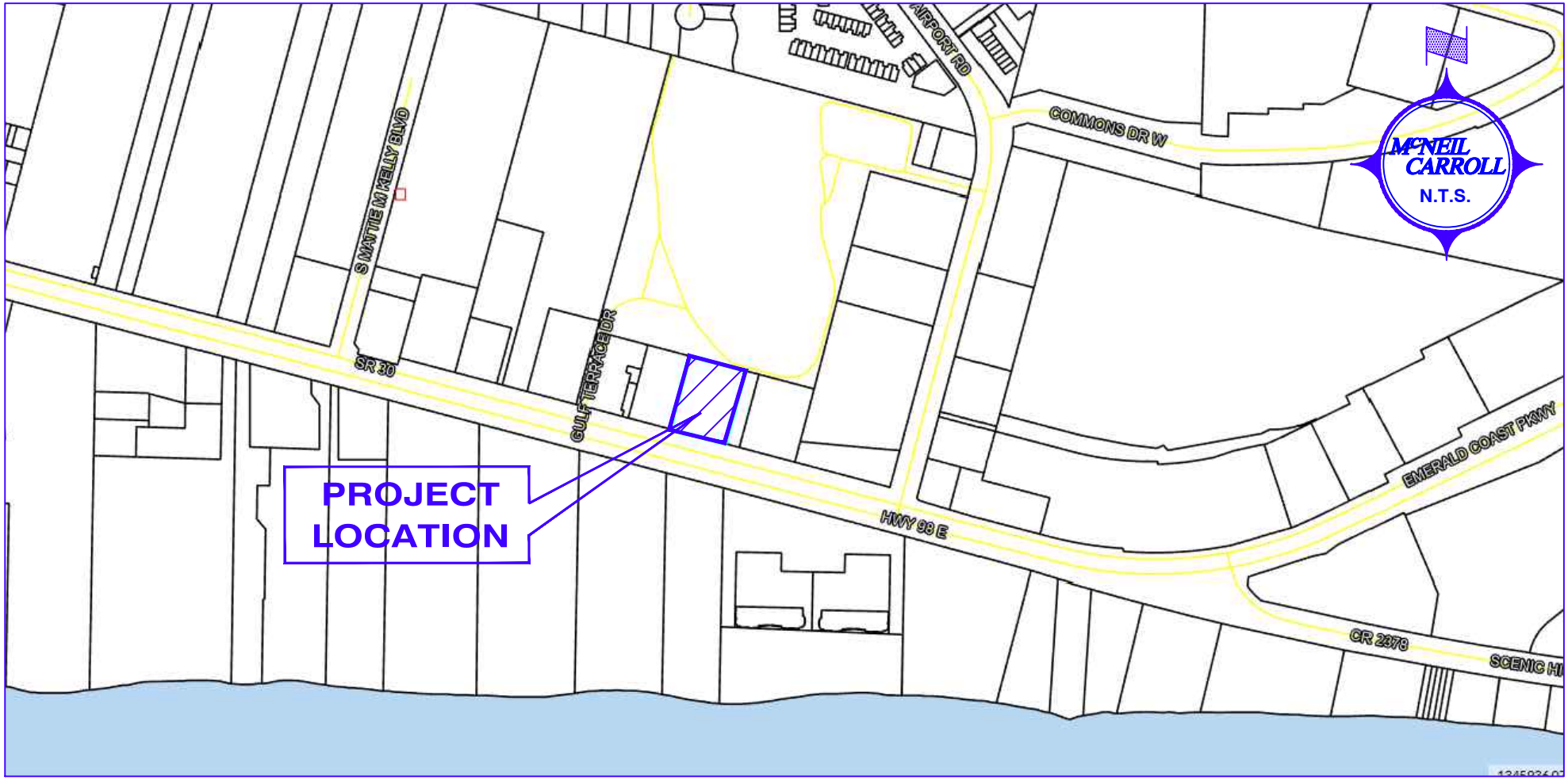
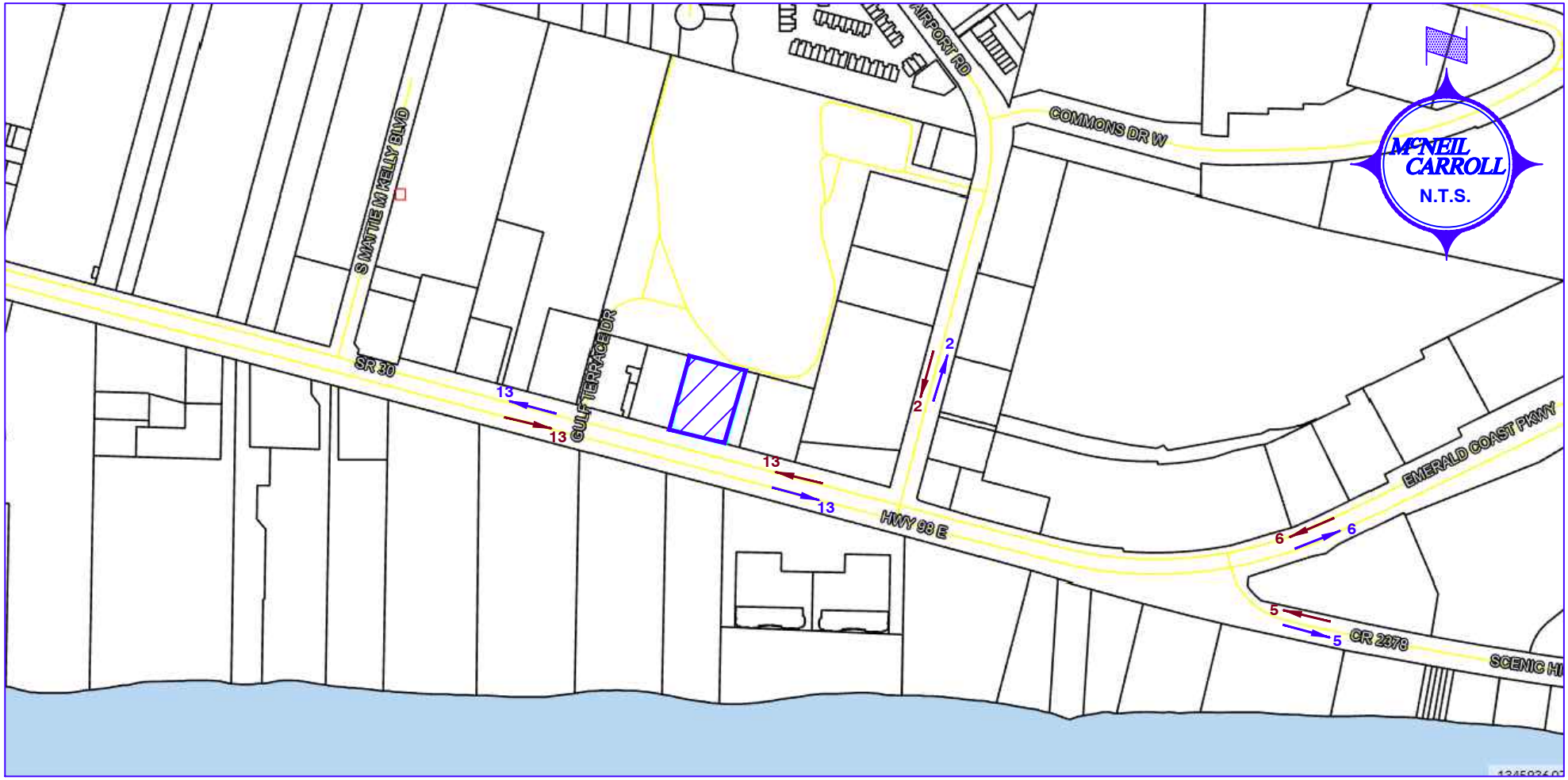


FIGURE: 01

VICINITY MAP
ALVINS ISLAND #11
DESTIN, FLORIDA

McNEIL—CARROLL ENGINEERING, INC.
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288
17600 Panama City Beach Parkway
Panama City Beach, Florida 32413
Phone: 850-234-1730
Fax: 850-234-1731



PM PEAK DISTRIBUTION & ASSIGNMENT
ALVINS ISLAND #11
DESTIN, FLORIDA

FIGURE: 02

McNEIL — CARROLL ENGINEERING, INC.
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288
17600 Panama City Beach Parkway
Panama City Beach, Florida 32413
Phone: 850-234-1730
Fax: 850-234-1731

Community Development Department
Planning Division
4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | www.cityofdestin.com

REQUEST FOR DEVIATION/WAIVER

Roof Pitch Requirements (Policy 1-2.1.4)

Fully pitched roofs are required to cover not less than 60 percent of the roof surface on all buildings. A minimum pitch of 5:12 and a maximum pitch of 12:12 are required for the fully pitched roof above the cornice line, unless the City Manager or City Manager's designee determines that such ratios for pitch are unduly burdensome on the applicant for a particular project. If the City Manager or City Manager's designee determines that a ratio between 5:12 and 12:12 are unduly burdensome on the applicant for a particular project, the ratio may be waived pursuant to all applicable land development regulations, provided however, that such decision of the City Manager or City Manager's designee shall be consistent with the intent of the Comprehensive Plan and City Charter relating to maximum building heights. No waiver of roof pitch ratio requirements shall be utilized to circumvent or evade provisions for maximum building heights or any other requirement of the Comprehensive Plan.

Name: Thomas Lee Goodson, AIA, NCARB, LEED AP

Location Address: 1073 US Highway 98 East

Parcel ID: 00-2S-22-0000-0024-0020

Mailing Address: 141 Barcelona Ave. N, Santa Rosa Beach, FL 32459

Cell phone: 850-982-7104 Other phone:

Email: goodsontl@centurylink.net

REQUEST DETAILS

Please describe how the roof pitch ratios set forth in Comprehensive Plan Policy* 1-2.1.4 *are unduly burdensome for your specific project. You may not circumvent or evade provisions for maximum building heights.

The proposed building has signature cornices and roof facade undulations at the top of the building parapets that bring fun and interest to the overall design and complies with the LDC requirements for visual variations in roof slopes and visual interest lines with various undulations, waves and arches. Behind the decorative high parapets the brand uses long span pitched trusses allowing a clear span interior space free of columns, a brand signature. The building is built up on a raised pedestal from the street and at no time is the long span roof system visible from behind the high decorative parapets to the surround streets or pedestrian ways. This signature imagery is the brand's prototype and we respectfully request an approval of this architecture to retain the brand's prototypical decorative parapets and roof as designed under this waiver request.

APPROVED [X] DECLINED [ ] **(All appeals should be directed to the Board of Adjustment)**

David Prichard, Community Development Director — May 29, 2025 Date

cc: Daniel Butler, Principal Planner
Kimberly Kopp, City Attorney

DESTIN WATER USERS, INC.

218 MAIN ST, DESTIN, FL 32541 (850) 337-3937 ext 3937

PLEASE COMPLETE THIS QUESTIONNAIRE AS PROMPTLY AND ACCURATELY AS POSSIBLE, AND RETURN TO **STEVE SCHMITT** AT DESTIN WATER USERS OR BY FAX (850) 837-4165.

1. NAME OF PROJECT: Alvin's Island #11

2. PLEASE SUPPLY THE FOLLOWING NAMES AND NUMBERS, (INCLUDING COMPANY NAME AND A CONTACT PERSON):

A. DEVELOPER(S). Alvin's Stores, Inc.
PHONE:_____ FAX: _____

B. ENGINEER(S) McNeil Carroll Engineering, Inc.
PHONE: 850-234-1730 FAX: _____

C. ARCHITECT(S) VBA Design
PHONE: 850-769-3357 FAX: _____

D. CONTRACTOR(S)_____
PHONE:_____ FAX: _____

E. ANY PERTINENT SUB-CONTRACTOR(S). _____

3. TYPE OF SERVICE REQUESTED, PLEASE CHECK ONE:

A. RESIDENTIAL, SINGLE FAMILY _____ OR MULTI-UNIT_____

B. COMMERCIAL. X_____

C. COMMERCIAL (HEAVY USAGE-INDUSTRIAL)._____

D. RESTAURANT. _____ (NEED TO INDICATE SEATING CAPACITY. _____)

E. CONDOMINIUM. _____

F. MOTEL. _____

4. IF ANY APPLICATION OF SERVICE, OTHER THAN SINGLE FAMILY DWELLING, AN ACCURATE NUMBER OF UNITS, INCLUDING OFFICES, RECEPTION AREAS, COMMONS AREAS, POOLS, ETC. WOULD BE:_____

5. IF PROPOSING IRRIGATION, WHAT WILL BE THE SUPPLY SOURCE: _____

6. WILL THIS PROJECT HAVE A DEDICATED (HYDRAULIC) FIRE SYSTEM: YES X_____ NO _____

7. PROPOSED METER SIZE(S) 1"

8. PHYSICAL ADDRESS: 1073 Highway 98 East
LOT: _____ BLOCK: _____ SUBDIVISION: _____

9. NUMBER OF SQUARE FEET (COMPLETE PROJECT): 12,600

DESTIN WATER USERS, INC. RESERVES THE RIGHT TO VERIFY THE ABOVE INFORMATION AS CORRECT AND ACCURATE. DESTIN WATER USERS, INC. ALSO RESERVES THE RIGHT TO ADJUST OUR RECORDS AS POSSIBLE INFORMATION DISCREPANCIES ARE CORRECTED.

I HAVE READ THIS QUESTIONNAIRE AND GIVEN THIS INFORMATION TO BE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

PRINT NAME Robert Carroll **DATE** 11/12/24

SIGNATURE _____

COMPANY McNeil Carroll Engineering, Inc.

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION
SOLID WASTE

The following certificate must be completed, submitted to the organization identified below, and returned signed and dated to the City of Destin's Community Development Department:

Attn: Mr. Jim Reece, Recycling Coordinator
Okaloosa County Recycling Office
84 Ready Avenue
Fort Walton Beach, FL 32548
Phone: (850) 651-7394 Fax: (850) 651-7397

This section is to be completed in full by the project representative (i.e. Engineer of record):

Project Name: Alvin's Island #11

Project Address: 1073 US HWY 98 E, Destin, FL 32541

Project Representative: Raffi Zabarri Phone : (305) 471-9394

Square Footage & Type of Usage: 9,600 SF - Retail Beachware Store

Number of Units: Single Building

Signature: Raffi Zabarri Date: 11-14-2024

This section to be completed by the Okaloosa County Solid Waste Coordinator:

Solid Waste Facility Affected: South Okaloosa County Transfer Station

Currently UN-reserved capacity (prior to project approval): _____

Solid Waste Demand for this project: 160.8

Methodology for Determining Demand:

Residential

5lbs. x 2.47 persons per d.u. x number of units _____PPD

Commercial–Food Establishment (repeat in increments of 100)

100 or less employees: 5 cubic yards per day x 120lbs. = _____PPD

Commercial - Professional (repeat in increments of 10)

Up to 10 employees: .27 cubic yards per day x 120lbs. = _____PPD

Commercial – Retail/Service (repeat in increments of 10)

Up to 10 employees: .67 cubic yards per day x 120lbs. = 160.8 PPD

Industrial Contact Environmental Waste System and Okaloosa County Coordinator for instructions.

UN-reserved capacity AFTER project approval: _____PPD

Adopted LOS: **5 lbs per day per capita (10.A.2.2)**

LOS AFTER approval of this Project: 6 lbs per day per capita

Approved Yes Disapproved _____

CERTIFICATION

I, Jim Reece (name), Solid Waste Contract Manager (title)

herby certify that the above is true and correct.

Jim Reece Digitally signed by Jim Reece Date: 2024.11.14 12:36:50 -06'00' 11/14/2024

(Signature) (Date)

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION
SANITARY SEWER

The following certificate must be completed in full, returned to and certified by one of the following sewer providers, and returned signed and dated to the City of Destin's Community Development Department:

Destin Water Users, Inc.
Attn: Mr. Steven Schmitt
218 Main St.
Destin, Florida 32541
Phone: (850) 337-3937 ext 3937
Fax: (850) 837-4165

South Walton Utility Company, Inc.
Attn: Ms. Alicia Keeter
369 Miramar Beach Drive
Miramar Beach, FL 32550
Phone: (850) 837-2988
Fax: (850) 837-7648

This section is to be completed in full by the project representative (i.e. Engineer of record):

Project Name: Alvin's Island #11

Project Address: 1073 Highway 98 East

Project Representative: Robert Carroll Phone: 850-234-1730

Square Footage and Type of Usage: 12,600 SF Retail store

Number of Units: _____

Signature: _____ Date: _____

This section to be completed by Sewer Provider:

Is this site within an existing service area? Yes ☑ No ☐ If no, will the service area be extended? Yes ☐ No ☐

If no, how will sanitary sewer be provided: _____

Adopted Level of Service (LOS):

128 gallons per capita per day (Land Development Code: Article 6, Section 6.04.02.B.1)

Demand Generated by this project: 400 GPD

Will the project demand cause the plant to reach 85% of its operating capacity: Yes ☐ or No ☑? If yes, attach details of plans for upgrading facility including time schedules, etc.

Based on the methodology specified in Article 6, Section 6.04.00 of the City of Destin Land Development Code, the adopted LOS for sanitary sewer as stated above ***IS*** *or* ***IS NOT*** *(circle one) maintained for this development.*

Signature	Title	Date
	Operations Manager	1/30/25

CITY OF DESTIN

CONCURRENCY EVALUATION CERTIFICATION
STORMWATER MANAGEMENT

The following certificate must be completed in full and certified by a Florida-Registered Professional Engineer.

This section is to be completed in full by the project representative (i.e. Engineer of record):

Project Name: Alvin's Island #11
Project Location: 1073 Highway 98 East
Project Representative: Robert Carroll; McNeil Carroll Engineering, inc. **Phone**: 850-234-1730
Email: rcarroll@mcneilcarroll.com

1. Do the **Drawings** and **Stormwater Calculations** and **Stormwater Management Facilities** comply with City of Destin adopted Level of Service (LOS)? Yes: X No:

   If no, please explain: _____

2. Does the **Stormwater Management Plan** require a permit by the Northwest Florida Water Management District (NWFWMD)? Yes: No: X
   **Permit approval must be provided to the City prior to issuance of any City Permit.*

3. Will the project opt for the **FDEP 10/2 Self Certification**? Yes: X No:
   **The certification must be provided to the City prior to issuance of any City Certificate of Occupancy/Completion.*

I, Robert Carroll (please print), hereby certify that, to the best of my knowledge, information and belief, the above information is true and correct.

Signature	57988 FL Registered Engineer Number	11/12/24 Date

This section to be completed by the City Manager Stormwater Designee:

City Manager Stormwater Designee:
I agree that the submittal information has been reviewed for retention/detention volumes and retention area side slopes. To the best of my knowledge, information and belief, the submittal is in accordance with the City of Destin codes governing stormwater retention/detention volumes and slopes.

Signature	Print Name	6/12/25 Date

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION
POTABLE WATER

The following certificate must be completed in full, returned to and certified by one of the following water providers, and returned signed and dated to the City of Destin's Community Development Department:

Destin Water Users, Inc.
Attn: Mr. Steven Schmitt
218 Main St.
Destin, Florida 32541
Phone: (850) 337-3937 ext 3937
Fax: (850) 837-4165

South Walton Utility Company, Inc.
Attn: Ms. Alicia Keeter
369 Miramar Beach Drive
Miramar Beach, Florida 32550
Phone: (850) 837-2988
Fax: (850) 837-7648

This section is to be completed in full by the project representative (i.e. Engineer of record):

Project Name: Alvin's Island #11

Project Location: 1073 Highway 98 East **Lot/Block:** _____

Project Representative(s) Name: Robert Carroll **Phone #:** 850-234-1730

Square Footage and Type of Usage: 12600 SF Retail Store

Number of Units: _____

Signature: _____ Date: 12 November 2024

This section to be completed by the Water Provider:

Is this site within an existing service area? Yes ☑ No ☐ If no, will the service area be extended? Yes ☐ No ☐ If no, how will potable water be provided: _____

Adopted Level of Service (LOS): 125 gallons per capita per day (average) (Land Development Code: Article 6, Section 6.04.02.B.5)

Demand Generated by this project: 400 GPD

Will the project demand cause the plant to reach 85% of its operating capacity: Yes ☐ No ☑ If yes, attach details of plans for upgrading facility including time schedules, etc.

Based on the methodology specified in Article 6, Section 6.04.00 of the City of Destin Land Development Code, the adopted LOS for potable water as stated above ***IS*** *or* ***IS NOT*** *(circle one) maintained for this development.*

Signature | Operations Manager (Title) | 1/30/25 (Date)

CITY OF DESTIN
CONCURRENCY EVALUATION CERTIFICATION
TRANSPORTATION DISTRICT

The following certificate, in conjunction with a trip generation and distribution analysis, must be completed in full and certified by the following:

- Any Professional Consulting Firm employing methodology approved by the Florida Department of Transportation and the City of Destin.

This section is to be completed in full by the project representative (i.e. Engineer/Consultant of record).
If more space is needed to complete, please attach separate sheet with additional information.

Project Name: __Alvin's Island #11_____ **Project Location:** _1073 Hwy 98_____ **Parcel ID#:** _00-2S-22-0000-0024-0020_____

Project Representative(s) Name: __McNeil Carroll Engineering, Inc.____ **Phone and e-mail:** __850-234-1730; rcarroll@mcneilcarroll.com_____

City of Destin public road(s) with direct access to project: Road "A": ___Highway 98___ _____ Road "B": _____

REMINDER: The types of uses and number of units, if applicable, contained in the trip generation and distribution analysis must match the information contained in the development order application and accompanying site plan.

Project trips on adjacent roads must be distributed out from the project site on all adjacent roads, including U.S. Highway 98, until they reach 5 % of total trips generated. Additionally, you must fill out trip distribution table below and attach a map depicting the trips generated and in which direction they are headed.

Trip Generation Impact Analysis Reporting Form

Link	Description of Link	Remaining Capacity Less Committed City Trips	Tentative Project Trips	Remaining Capacity Less Committed & Tentative Trips
Segment A				
1-2	Between East Pass Bridge and Stahlman Ave.			
2-3	Between Stahlman Ave. and Benning Dr.			
3-4	Between Benning Dr. and Beach Dr.			
4-5	Between Beach Dr. and Main St.			
5-6	Between Main St. and Gulf Shore Dr.			
Segment B				
1-2	Between Gulf Shore Dr. and Airport Rd.			
2-3	Between Airport Rd. and Scenic Hwy. 98	1953	0	1953
Segment C				
1-2	Between Scenic Hwy. 98 and Henderson Beach Dr.			
2-3	Between Henderson Beach Dr. and Triumph Dr.			
3-4	Between Triumph Dr. and Matthew Blvd.			

4-5	Between Matthew Blvd. and Danny Wuerffel Way			
5-6	Between Danny Wuerffel Way & Crystal Beach Dr.			
6-7	Between Crystal Beach Dr. and Regatta Bay Blvd.			
7-8	Between Regatta Bay Blvd. and Tequesta Dr.			
8-9	Between Tequesta Dr. and Walton Co. Line			
Airport Rd. A	Between US Hwy. 98 and Indian Bayou Tr.			
Airport Rd. B	Between Indian Bayou Tr. and Main St.			
Azalea Dr.	Between Stahlman Ave. and Benning Dr.			
Beach Dr.	Between US Hwy. 98 and Kelly St.			
Benning Dr.	Between US Hwy. 98 and Kelly St.			
Calhoun Ave.	Between US Hwy. 98 and Kelly St.			
Commons Dr. A	Between Airport Rd. and Indian Bayou Trail			
Commons Dr. B	Between Indian Bayou Trail and Diamond Cove			
Commons Dr. C	Between Diamond Cove and Henderson Beach Rd.			
Commons Dr. D	Between Henderson Beach Rd. and Triumph Dr.			
Commons Dr. E	Between Triumph Dr. and Kelly Plantation Dr.			
Commons Dr. F	Between Kelly Plantation Dr. and Matthew Blvd.			
Crystal Beach Dr.	Between US Hwy. 98 and Scenic Hwy 98 East			
Gulf Shore Dr.	Between US Hwy. 98 and the Curve			
Henderson Bch Rd.	Between US Hwy. 98 and Commons Dr.			
Hutchinson St.	Between US Hwy. 98 and Scenic Hwy. 98			
Indian Bayou Tr. A	Between US Hwy. 98 and Commons Dr.			
Indian Bayou Tr. B	Between Commons Dr. and Country Club Dr			
Kelly St.	Between Stahlman Ave and Main St.			
Legion Dr. A	Between Benning Dr. and Beach Dr.			
Legion Dr. B	Between Beach Dr. and Main St.			
Main St. A	Between US Hwy. 98 and 98 Palms Blvd.			
Main St. B	Between 98 Palms Blvd and Airport Rd.			
Main St. C	Between Airport Rd. and Kelly St.			
Matthew Blvd.	Between Scenic Hwy. 98 and US Hwy. 98			
Mountain Dr. A	Between Stahlman Ave. and Benning Dr.			
Mountain Dr. B	Between Benning Dr. and Beach Dr.			
Regatta Bay Blvd.	Between US Hwy.98 and Scenic Hwy. 98			
Scenic Hwy 98 West	Between US Hwy. 98 and Restaurant Row			
Scenic Hwy 98 East A	Between Matthew Blvd. and Dolphin St.			
Scenic Hwy 98 East B	Between Dolphin St. and Walton Co. Line			
Sibert Ave.	Between Calhoun Ave. and Kelly St.			
Stalhman Ave.	Between US Hwy. 98 and Kelly St.			

I, Robert Carroll **, hereby certify that the information contained in this is Concurrency Evaluation Certification and the attached supporting trip generation and distribution analysis is true and correct.**

Signature	Title	Date
	Vice president	11 August 2022

This section to be completed by the City Staff:

I certify that the traffic analysis and information provided herein is accurate and the project, as presented, meets all City of Destin requirements for determination of traffic concurrency.

Signature	Title	Date
	Planner	February 20, 2025

3TP VENTURES
A LINE AND GRADE COMPANY

February 20, 2025

Attention: Jesse Hernandez
Planner
Community Development City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

RE: DEV-001487-2024 1073 HWY 98 E - TRANSPORTATION

3TP Ventures has reviewed the above-referenced traffic analysis, dated November 2024, on behalf of the City of Destin Planning Division. The analysis indicates that the proposed redevelopment project will result in 39 fewer trips in the PM Peak Hour and is consistent with the standards outlined in LDC 6.05.05.

Thank you for the opportunity to comment on this submittal.

Sincerely,



Tim Whaler, AICP | Senior Analyst
3TP VENTURES
A LINE AND GRADE COMPANY
Tim@3tpventures.com
850-792-5575
www.3tpventures.com

Destin Fire Control District
848 Airport Road – Destin, Florida 32541
Telephone (850) 837-8413 Fax (850) 837-6715

Chief Kevin Sasser

PLAN REVIEW FEE RECEIPT

Date Received 11-20-2024 Log # 525

Location 1073 Hwy 98 Date Completed 12-6-2024

Project Name Alvin"s Island Telephone

Contractor/Owner R. Billock Construction Telephone 904-435-3445

Reviewed by Matt Tyl Received by K Hall Check # 53529

OWNer: Raffi Zabari Thomas Lee Goulson 850-982-7104 ARM,

TRC – Technical Review Committee			$20.00	$
Site Plan/Revised Site			$10.00	$
Temporary Building			$20.00	$
Tent			$20.00	$
Construction Trailer			$20.00	$
*Building	12,600	x	$00.03 sq. ft.	$ 378.00
Revised		n/c		
*Additional Revisions		x	¼ fee	$
*Interior Build-out		x	$00.03 sq. ft.	$
*Remodel		x	$00.03 sq. ft.	$
*Parking Garage		x	$00.02 sq. ft.	$
***Minimum $15.00**				
Fences/gates			$10.00	$
Signs, building/pylon			$10.00	$
Fire Protection				
Sprinkler – 49 heads			$30.00	$
Sprinkler + 49 heads	$30.00 +		$00.25 per head	$
Revised			$10.00	$
Standpipe – per riser			$25.00	$
Underground			$10.00	$
Fire Pump			$25.00	$
Pre-engineered System				
Hood/Inert gas			$30.00	$
Fire alarm – per system			$30.00	$
Revised			$10.00	$
Services				
Hydrant Flow (if required)			$20.00	$
TOTAL FEE RECEIVED				$ 378.00

A Heart Ready Community

An Advanced Life Support Service

TRC Review Fee is due prior to issuing a TRC for Conceptual Approval
Plan Review Fee is due prior to issuing a Letter of Approval for Building Permit

Destin Fire Control District
848 Airport Road – Destin, Florida 32541
Telephone (850) 837-8413 Fax (850) 837-6715

Chief Kevin Sasser

PLAN REVIEW

Date: **December 6, 2024**

To: Building Department
City of Destin
4100 Indian Bayou Trail
Destin, Florida 32541

Project has been reviewed for compliance with the Florida Fire Prevention Code 8th Edition.

A permit may be issued.

Project: **Alvin"s Island**

Address: **1073 Hwy 98**

Occupancy: **Mercantile**

Owner and/or Contractor: **R. Billock Construction**
904-435-3445

Comments: APPROVED with Comments

Fire Department Connection (FDC) shall be installed on the backflow front of Building.

A Fire District Final Inspection is required for this project. Contact this office a minimum of 48 hours in advance to schedule a final inspection.

A Fire District Final Inspection is required for this project. Contact this office a minimum of 48 hours in advance to schedule a final inspection.

A Heart Ready Community

An Advanced Life Support Service

This district requires a copy of the as built drawings be provided in an electronic format prior to final inspection. Submittals must include the approved engineered drawings of the fire sprinkler and fire alarm systems.

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. Provide this office with a set of shop drawings of the planned underground for review and approval prior to starting installation. The fire service line shall be pressure tested to 200 psi for two hours. The pressure test must be witnessed by a representative of this office. The Underground Contractor shall provide the AHJ with a completed "*Contractor's Material And Test Certificate for Underground Piping*" at the time of the final pressure test.

The licensed contractor installing the above ground portion of the fire sprinkler system must provide this office with a set of shop drawings and product manuals/cut sheets for review and approval prior to starting any installation. The sprinkler contractor shall provide this office with the name and number of their on-site point of contact. The Aboveground Contractor shall provide the AHJ with a completed "*Contractor's Material and Test Certificate for Aboveground Piping*" at the time of the final pressure test.

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.

The contractor installing the fire alarm system must provide this office with a set of shop drawings and product manuals/cut sheets for review and approval prior to starting installation. Review fees for the alarm system will be assessed at that time and must be paid when the approved plans are picked up. 48 hours advanced notice is required when requested or required to witness or certify any system tests. The fire alarm contractor *certifying* the alarm system shall provide this office with the name and number of an on-site point of contact.

Fire Department access to and on the site shall be always maintained.

Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413

AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Alvin's Stores, Inc. am presently the owner and/or leaseholder at 1073 Highway 98 East, and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do make, constitute and appoint McNeil Carroll Engineering, Inc. whose address is 17800 Panama City Beach Pkwy, County of Bay, State of FL, 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: Alvin's Island #11.

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

Eliezer Tabib
Signature

Eliezer Tabib
Printed Name

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence ✓ or online notarization ___, this 30th day of January, 2025, by (name of person acknowledging) Eliezer Tabib.

Signature of Notary

Printed Name of Notary Public

Notary Public State of Florida
My Commission HH 365035
Expires 2/22/2027

Personally known ✓ 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

February 4, 2025

Subject: Notification of Development Project: 1073 HWY 98 East (Parcel ID: 00-2S-22-0000-0024-0020)
City of Destin Project Number: DEV-001487-2024

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a Major Development Order. As an owner of property located within 300 feet of this project, ***Section 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.

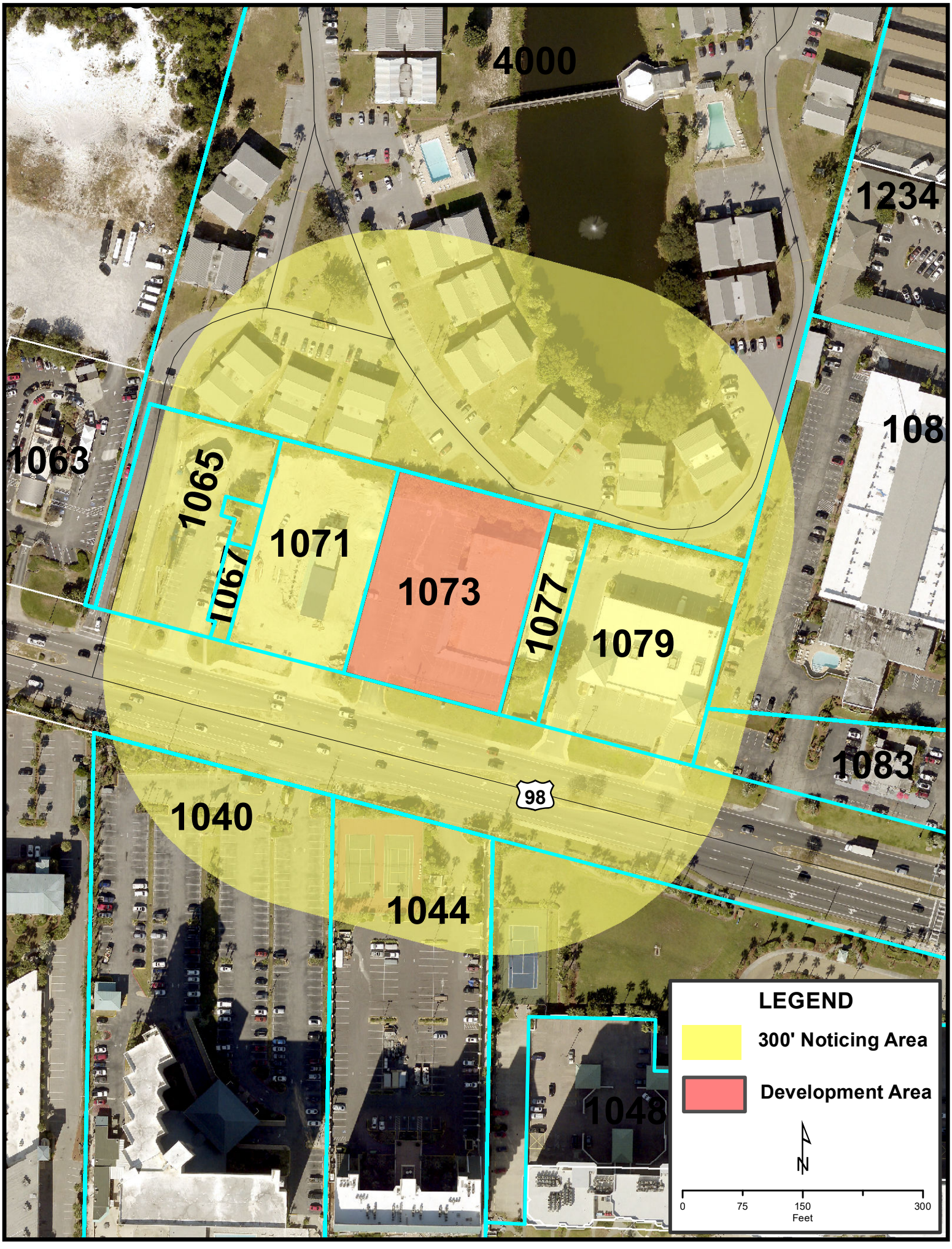
1. Name of Owner: Alvin's Stores, Inc.
2. Name of Agent: Robert Carroll, McNeil Carroll Engineering, Inc.
3. Address of Project: 1073 HWY 98 East, Destin, FL 32541
4. Parcel ID Number: 00-2S-22-0000-0024-0020
5. Project Description: **Major Development Order -** It is the applicant's intent to construct a 12,600 Square Foot retail store, Alvin's Island, on the aforementioned parcel.
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: Steve o'Connor, AICP, Deputy Director, Community Development
Planning
Project File


4000
1234
108
1063
1065
1067
1071
1073
1077
1079
1083
98
1040
1044
1048
LEGEND
300' Noticing Area
Development Area
N
0
75
150
300
Feet

AFFIDAVIT
POSTING OF PROPERTY

BEFORE ME, the undersigned authority, personally appeared: Robert Carroll,

the owner and/or authorized agent of the following described property: Alvin's Island #1

Robert Carroll -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

Robert Carroll
Printed Name of Owner/Agent

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of physical presence ✓ or online notarization __, this 12th day of June, 2025,

By: Robert Carroll
(Print name)

Personally known ✓ OR Produced Identification

Kimberly Love Bishop Seal:
Notary Signature

Notary Public State of Florida
Kimberly Love Bishop
My Commission
HH 225151
Exp. 4/5/2026


City of Destin
Public Notice
for
Proposed
Development
Major Development
DEV-001487-2024
Alvin's Island #11
Authorized Agent: McNeil Carroll
CONTACT:850-234-1730
Project Plans can be
requested via the City Clerk at
(850) 837-4242, or at
www.cityofdestin.com

DESTIN WATER USERS INC.

P.O. BOX 308 DESTIN, FL. 32540-0308 (850)-837-6146

DATE: 5/23/2025

TO: THE CITY OF DESTIN – COMMUNITY DEVELOPMENT
4200 TWO TREES ROAD
DESTIN, FLORIDA 32541

PROJECT: ALVINS ISLAND #11

PROJECT NUMBER: DEV-001487-2024

CONTACT: ROBERT CARROL, MCNEIL CARROL ENGINEERING, INC

LOCATION: 1073 HWY 98 DESTIN, FLORIDA 32541

[X] **PROJECT QUESTIONNAIRE WAS COMPLETED AND RETURNED TO DESTIN WATER USERS.**

THIS LETTER CERTIFIES THAT THIS PROJECT HAS BEEN REVIEWED BY DESTIN WATER USERS INC. AT A TECHNICAL REVIEW COMMITTEE MEETING AND IS CONCEPTUALLY:

X **APPROVED**

(Subject to the following, which shall be a condition of the Developmental Order with the City of Destin)

1. *ALL REVISIONS TO THE WATER AND/OR SEWER UTILITIES OF ANY PREVIOUSLY APPROVED PROJECT MUST BE REAPPROVED BY DESTIN WATER USERS, INC. IN WRITING AT LEAST 24 HOURS PRIOR TO IMPLEMENTATION.*
2. ***FIELD VERIFIED AND SCALED "AS-BUILT" PLANS INCLUDING ALL UTILITY INFRASTRUCTURES MUST BE SUBMITTED TO THE CITY OF DESTIN AND FORWARDED TO DESTIN WATER USERS, INC. FOR FINAL INSPECTION BY DESTIN WATER USERS, INC. A WRITTEN APPROVAL SHALL THEN BE SUBMITTED TO THE CITY OF DESTIN PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY BY THE CITY OF DESTIN IF THERE ARE NO OUTSTANDING ISSUES.***
3. WATER
   a. ALL CHANGES HAVE BEEN MADE TO DWU SATISFACTION
   b. THIS PROJECT WILL REQUIRE AN FDEP WATER PERMIT.
   c.

IF YOU HAVE QUESTIONS OR CONCERNS, PLEASE CONTACT MONICA WALLIS AT mwallis@dwuinc.com OR 850-837-6146 EXT. 3945 OR BY FAX AT 850-654-5173

Monica M Wallis
Signed

OGD REVIEW
5/20/2025 J.S.

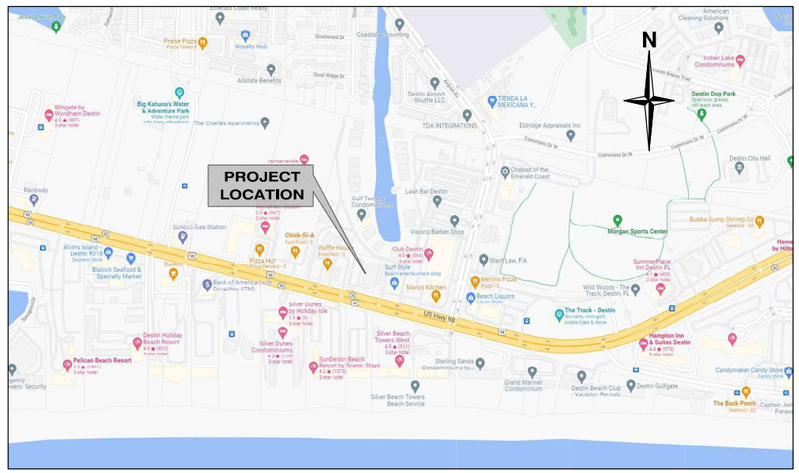
EXISTING 6" STL HP GAS MAIN,
POTENTIAL CONFLICT WITH SIDEWALK AND SIE IMP.,

EXPOSE AND PROTECT, OGD REP MUST BE ON SITE
FOR ALL WORK WITHIN 15' OF ALL HP GAS LINES

ALVIN'S ISLAND #11
1073 HWY 98 E., DESTIN, FLORIDA

FOR:

ALVIN'S STORES INC.
10800 NW 106TH ST., SUITE #6
MEDLEY, FLORIDA 33178



VICINITY MAP
NOT TO SCALE

PREPARED BY:

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
17800 Panama City Beach Parkway
Panama City Beach, Florida 32413
Phone: 850-234-1730
Fax: 850-234-1731
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

PROJECT 1296.04B

LEGAL DESCRIPTION

DESCRIPTION:

BEGINNING AT A POINT ON THE NORTH R/W OF U.S. 98 WHICH IS 150 FEET NORTHERLY AT RIGHT ANGLES TO R/W FROM THE POINT ON THE SOUTH R/W, WHICH IS 4100 FEET DUE EAST OF THE EAST LINE OF REVISED SECOND EAST PASS ADDITION TO DESTIN, PLAT BOOK 1, PAGE 19A, OKALOOSA COUNTY, FLORIDA; THENCE EASTERLY ALONG R/W, 70 FEET; THENCE NORTHERLY AT RIGHT ANGLES, 263 FEET; THENCE WESTERLY AT RIGHT ANGLES, 200 FEET; THENCE SOUTHERLY AT RIGHT ANGLES, 263 FEET TO R/W; THENCE EASTERLY AT RIGHT ANGLES, 130 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THAT PORTION OF ABOVE DESCRIBED PROPERTY DEEDED IN OFFICIAL RECORDS BOOK 250, AT PAGE 531 AND OFFICIAL RECORDS BOOK 250, AT PAGE 533 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

INDEX OF SHEETS	SHEETS
SURVEY	
SITE DEMOLITION PLAN	1
SITE EROSION CONTROL PLAN	2
SITE LAYOUT PLAN	3
SITE GRADING DRAINAGE PLAN	4
SITE DRAINAGE PLAN	5
SITE UTILITY PLAN	6
CONSTRUCTION DETAILS	7-12

Robert L Carroll
Digitally signed by Robert L Carroll
Date: 2025.05.16 15:29:06 -05'00'

ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ROBERT L. CARROLL PE ON DATE USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED WITHOUT THE DIGITAL COPY. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES IN ACCORDANCE WITH RULE 61G15-23.004 F.A.C.

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SITE DEMOLITION DRAWING NOTES:

1. SEE SYMBOL LEGEND ON THIS SHEET FOR SYMBOL INFORMATION AND REFERENCED DETAILS.
2. ALL DEMOLISHED MATERIALS (ie., SIGNS, CONCRETE, ASPHALT, ETC...) TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER.
3. ALTHOUGH EVERY ATTEMPT TO LOCATE UNDERGROUND UTILITIES HAS BEEN MADE, THERE IS THE POSSIBILITY OF UNDERGROUND GAS, ELECTRICAL, WATER SEWER, ETC... THAT HAS NOT BEEN LOCATED. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
4. THE DEVELOPER AND/OR CONTRACTOR IS RESPONSIBLE FOR FOLLOWING REQUIRED WASTE MANAGEMENT PRACTICES WHICH MAKES IT UNLAWFUL FOR ANY PERSON TO DUMP, LEAVE OR BURY ANY SOLID WASTE ON PUBLIC OR OR PRIVATE PROPERTY.
5. IT IS THE CONTRACTORS RESPONSIBILITY TO CALL SUNSHINE ONE AT 811 FOR UTILITY LOCATES PRIOR TO CONSTRUCTION.

SYMBOL LEGEND

- N1 (SEE NOTE ie., #1 – SEE NOTES ON THIS SHEET)
- RJ (REMOVE EXISTING MATERIALS TO NEAREST JOINT)
- RM (REMOVE EXISTING MATERIALS)
- SAW (SAW CUT AND REMOVE EXISTING MATERIALS)
- PARK (CONSTRUCTION VEHICLE PARKING AREA – SEE VEHICLE PARKING PLAN)

DEMOLITION DATA SCHEDULE
TOTAL AREA OF SITE – 1.21 ACRES – 52,558 SQUARE FEET
TOTAL IMPERVIOUS AREA – 1.00 ACRES – 43,367 SQUARE FEET
TOTAL IMPERVIOUS AREA TO BE REMOVED – 1.00 ACRES – 43,367 SQUARE FEET

DUST CONTROL PLAN:

1. IN THE EVENT WIND SPEEDS ARE GREATER THAN 30 MILES PER HOUR, ALL GRADING OPERATIONS SHALL BE SUSPENDED.
2. SURFACES SHALL BE WATERED BEFORE, DURING AND AFTER EXCAVATION TO PREVENT AIRBORNE DUST.
3. ALL MATERIALS BEING TRANSPORTED SHALL BE PROPERLY WETTED OR COVERED BEFORE TRANSPORTATION TO MINIMIZE THE AMOUNT OF DUST BECOMING AIRBORNE.
4. ALL PARTICULATE MATERIALS SHALL BE STOCKPILED ONSITE AND COVERED OR WETTED TO CONTROL DUST DAILY.
5. WHEN DUMPING OR DROPPING SOIL OR OTHER PARTICULATE MATERIALS, ENSURE TO MINIMIZE THE DISTANCE AND SPEED IT DROPS TO PREVENT AIRBORNE DUST.
6. ALL UNPAVED SURFACES, INCLUDING RIGHTS-OF-WAY OR ANY AREA THAT MAY CREATE AIRBORNE DUST SHALL BE PROPERLY WETTED DAILY.
7. ALL GROUND COVER TO BE PAVED OR LANDSCAPED BEFORE FINAL OCCUPANCY TO PREVENT AIRBORNE DUST.
8. VEHICLES TRANSPORTING SOIL OR OTHER PARTICULATE MATERIAL MUST USE THE SHOWN CONSTRUCTION ENTRANCE TO ENTER/EXIT THE SITE.
9. A 24' X 50' GRAVEL ENTRANCE WILL ENSURE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATERIAL IS REMOVED FROM TIRES AND UNDERCARRIAGE BEFORE EXITING THE SITE.
10. DRIVERS NOT TO EXCEED 5 MILES PER HOUR ON UNPAVED SURFACES THROUGHOUT THE CONSTRUCTION SITE. SIGNAGE SHALL BE POST AT THE ENTRANCE AND AL THE END OF THE ENTRANCE TO ALERT DRIVERS.
11. WHEN SOIL, SAND AND OTHER PARTICULATE SOIL IS EMITTED ONTO ANY RIGHT-OF-WAY, PROPER MEASURES SHALL BE TAKEN TO REMOVE THE MATERIAL BY SCRAPING, SWEEPING, BLOWING, ETC.
12. 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 SHALL BE KEPT FREE OF PARTICULATE MATERIAL. SYSTEMS MUST BE CLEANED AS NEEDED.
13. OPACITY MONITORING WILL BE PERFORMED WEEKLY BY A PROPERLY TRAINED AND CERTIFIED INDIVIDUAL TO MAKE SURE DUST EMISSIONS DO NOT EXCEED 30 PERCENT OVER A SIX-MINUTE PERIOD. IF IT DOES EXCEED IMMEDIATE AGTION AND DOCUMENTATION SHALL BE TAKEN UNTIL DUST EMISSIONS DO NOT EXCEED 30 PERCENT.

VEHICLE PARKING PLAN:

1. ALL CONSTRUCTION VEHICLE PARKING AND EQUIPMENT STAGE ASSOCIATED WITH CONTRACTORS, SUBCONTRACTORS, INSPECTORS AND OTHER ASSOCIATED DISCIPLINES SHALL BE LOCATED EAST OF THE BUILDING IN THE SHOWN, HATCHED AREA ON SHEET 2. NO CONSTRUCTION RELATED VEHICLES SHALL BE ALLOWED TO PARK IN ANY PORTION OF THE SURROUNDING PROPERTIES.
2. AT THE END OF THE WORK DAY ALL WORK VECHILES SHALL BE PARKED IN THE DEFINED AREA.
3. ENSURE ALL MOTORIZED VECHILES ARE LOCATED AS FAR AWAY AS POSSIBLE FROM ADJOINING RESIDENTIAL DWELLINGS AS POSSIBLE.
4. CONSTRUCTION SHALL BE STAGED SUCH THAT WATER AND SEWER UTILITIES ARE INSTALLED FIRST, RETENTION PONDS WILL BE ROUGH-GRADED, AND THE PARKING AREA CLEARED AND ROUGH GRADED. THE BUILDING WILL BE CONSTRUCTED, AFTER WHICH, STORMWATER PIPING, CURBING, AND PAVING SYSTEMS WILL BE CONSTRUCTED LAST. THIS WILL ASSURE THAT SUFFICIENT PARKING SPACE IS AVAILABLE ON THE SITE DURING CONSTRUCTION OF THE BUILDING AND AVOID SPACE CONFLICTS.

PERMIT PURPOSES ONLY

SITE DEMOLITION PLAN
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE:	SHOWN
DESIGNED BY:	RLC
DRAWN BY:	WCK
REVIEWED BY:	RLC
ISSUE DATE:	5/15/2025
C/O:	1296.04E01
NOT RELEASED FOR CONSTRUCTION BY: DATE:	

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 7288
17800 Panama City Beach Parkway
Panama City Beach, Florida 32413
Phone: 850-234-1730
Fax: 850-234-1731

NO.	DATE	BY	REVISIONS
01			
02			
03			
04			
05			

Sean D. McNeil, P.E.
PROFESSIONAL ENGINEER
FL LIC # 49303

Robert L. Carroll, P.E.
PROFESSIONAL ENGINEER
FL LIC # 57988

ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

SHEET NUMBER 1 OF 12

1296.04B – ALVIN'S ISLAND #11

J:\MCN\PROJECTS\1296.04B - ALVIN'S ISLAND #11 DESTIN\DWG\1296.04B01.DWG 5/15/2025 1:39 PM
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SITE EROSION CONTROL DRAWING NOTES:

1. EROSION CONTROL SHALL BE MAINTAINED FOR THE DURATION FOR THE PROJECT.
2. ALL CONSTRUCTION OUTSIDE OF PROPERTY LINES IS SHOWN IN DETAIL ON PERMIT DRAWINGS. (SEE GENERAL NOTES.).
3. SEE SYMBOL LEGEND ON THIS SHEET FOR SYMBOL INFORMATION AND REFERENCED DETAILS.
4. SEE SECTIONS IN CONSTRUCTION DETAILS.
5. SILT FENCE TO BE INSTALLED AT PERIMETER OF SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES WILL BE UTILIZED THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT TO RESTRICT ANY TURBID RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
6. CONTROL OF SEDIMENT-LADEN RUNOFF SHALL BE PROVIDED WITH HAY BALES AND/OR GEOTECH STYLE FABRICS. ALL CONTROL MEASURES SHALL BE PROPERLY LOCATED AND CONSTRUCTED TO PREVENT SEDIMENT TRANSPORT. THE MEANS FOR RETAINING THE SEDIMENTS WILL BE MAINTAINED BY THE CONTRACTOR UNTIL PERMANENT IMPROVEMENTS ARE COMPLETE.
7. THE CONTRACTOR IS RESPONSIBLE FOR TREATING ALL ONSITE STORMWATER DRAINAGE AS REQUIRED TO MEET THE CRITERIA OF 62-3 FLORIDA ADMINISTRATIVE CODE, F.A.C. PRIOR TO DISCHARGE.
8. ALL CATCH BASINS, INLETS AND ACCESSES TO UNDERGROUND STORMWATER SYSTEMS SHALL BE PROTECTED IN ACCORDANCE WITH THE ATTACHED DETAILS.
9. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE TERMS AND CONDITIONS OF ANY STORMWATER PERMITS THAT MAY APPLY (FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA DEPARTMENT OF TRANSPORTATION, DESTIN, WATER MANAGEMENT DISTRICT, ETC.).
10. CONSTRUCTION DRIVES SHALL SLOPE AWAY FROM THE ROADWAY AT A MINIMUM SLOPE OF 2.00% TO DISTANCE OF NOT LESS THAN 15 FEET FROM THE EDGE OF PAVEMENT. THE MAXIMUM WIDTH OF THE DRIVE SHALL BE 30 FEET WITH #57 GRAVEL SURFACE 6 INCHES THICK. SIGNS SHALL BE PLACED (IN ACCORDANCE WITH CITY AND STATE REQUIREMENTS) TO WARN APPROACHING DRIVERS AND PEDESTRIANS.
11. THE DEVELOPER AND/OR CONTRACTOR IS RESPONSIBLE FOR FOLLOWING REQUIRED WASTE MANAGEMENT PRACTICES AS DEFINED IN THE DESTIN MUNICIPAL CODE SECTION 22-91 "UNLAWFUL DISPOSAL OF WASTE, FAILURE TO DELIVER WASTE", WHICH MAKES IT UNLAWFUL FOR ANY PERSON TO DUMP, LEAVE OR BURY ANY SOLID WASTE ON PUBLIC OR OR PRIVATE PROPERTY.
12. THE DEVELOPER AND/OR CONTRACTOR IS RESPONSIBLE FOR OBTAINING COVERAGE UNDER THE FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES PRIOR TO START OF CONSTRUCTION OR ANY DISTURBANCE OF LAND GREATER THAN 1 ACRE. THE DEVELOPER/CONTRACTOR WILL FORWARD A COPY OF THE PERMIT AND WILL PROVIDE 48 HOUR NOTIFICATION TO THE APPROPRIATE AGENCIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. ALL REQUIRED ELEMENTS OF THE SWPP MUST BE IN PLACE PRIOR TO COMMENCEMENT OF CONSTRUCTION. FAILURE TO COMPLY COULD RESULT IN CODE ENFORCEMENT ACTION AND FINES.
13. QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND/OR WITHIN 24 HOURS OF THE END OF A STORM EVENT (RAINFALL) THAT IS A 1/2 INCH OR GREATER:
    A. POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
    B. POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM WATER SYSTEMS.
    C. DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
    D. AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
    E. STRUCTURAL CONTROLS.
    F. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.
14. THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTION THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAGES AND DAILY RAINFALL RECORDS. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT AND CERTIFY THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.
15. IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. AS NEEDED.
16. RECORDS OF THE INSPECTIONS AND THE CONSTRUCTION PERMIT MUST BE MAINTAINED AT THE CONSTRUCTION SITE AND BE READILY AVAILABLE FOR INSPECTION.
17. ALL STORMWATER MANAGEMENT FACILITIES AND EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, DEMOLITION OR OTHER DISTURBANCE TO THE SUBJECT SITE.

CONSTRUCTION SEQUENCE AND BMP'S NWFWMD

18. THE INITIAL PART OF THE CONSTRUCTION PROCESS SHALL BE THE INSTALLATION OF SILT FENCE AROUND THE PERIMETER OF THE AREA THAT IS TO BE DISTURBED TO ENSURE NO TURBID RUNOFF LEAVES THE CONSTRUCTION SITE. THE SILT FENCE SHALL BE INSTALLED PER THE CONSTRUCTION DETAILS. IF THERE IS A POSSIBILITY OF RUNOFF TO A WATER BODY, TURBIDITY CURTAIN SHALL BE INSTALLED PER THE CONSTRUCTION DETAILS. THE SECOND STEP SHALL BE THE INSTALLATION OF THE CONSTRUCTION ENTRANCE AND DEMOLITION OF ANY EXISTING IMPROVEMENTS AS NEEDED (SEE DEMOLITION PLAN). THE THIRD STEP SHALL BE TO CLEAR AND GRUB AREAS WHERE IMPROVEMENTS ARE TO BE INSTALLED. AS FILL IS BROUGHT INTO THE SITE, THE STORMWATER BASIN SHOULD BE CREATED TO CAPTURE ANY OVERLAND FLOW AND ACT AS A SEDIMENT TRAP. IT IS RECOMMENDED THAT THE BASIN BE CONSTRUCTED APPROXIMATELY ½' HIGHER THAN DESIGN AT THIS POINT TO ENSURE ALL SILTS AND FINES ARE REMOVED AT THE TIME OF FINAL GRADING OF THE STORMWATER BASIN.
19. TYPICALLY, THE SANITARY SEWER, STORM SEWER, AND WATER MAINS ARE INSTALLED RESPECTIVELY. UPON INSTALLATION OF THE STORM SEWER, HAY BALES AND FILTER FABRICS SHALL BE USED AT ALL INLET OPENINGS PER THE CONSTRUCTION DETAILS TO THE KEEP THE SYSTEM FREE OF SEDIMENTS DURING THE CONSTRUCTION PHASE. DEPENDING ON SITE CONDITIONS AND SIZE, SEDIMENT TRAPS SHALL BE UTILIZED TO PREVENT TURBID RUNOFF FROM LEAVING THE SITE (SEE EROSION CONTROL PLAN).
20. SITE STABILIZATION SHALL BE PROVIDED AS SOON AS THE GRADING WILL ALLOW IN ORDER TO STOP EROSION AND REDUCE TURBID RUNOFF. SEEDING, SODDING, OR HYDROSEEDING SHALL BE USED WHEN FINAL GRADES ARE ESTABLISHED.
21. EROSION CONTROL MEASURES SHALL BE UTILIZED THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT AND BE MANAGED IN ACCORDANCE THE THE STATE NPDES PROGRAM.
22. THE DESIGN OF THE STORMWATER MANAGEMENT SYSTEM FOR THIS PROJECT COMPLIES WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT.
23. THE ENGINEER OF RECORD IS RESPONSIBLE FOR MONITORING CONSTRUCTION OF THE STORMWATER MANAGEMENT FACILITY AND SUBMITTING TO THE APPROPRIATE AGENCY NOTICE OF COMMENCEMENT AND AS-BUILT CERTIFICATIONS FOR THE PROJECT WHEN COMPLETED.

SYMBOL LEGEND

⟹ (STORMWATER SURFACE FLOW)
ISB (INLET SEDIMENT BARRIER - SEE CONSTRUCTION DETAILS)
SILT (SILT FENCE - SEE CONSTRUCTION DETAILS)
PVG (24' WIDE x 50' DEEP FDOT #1 OR #2 GRAVEL CONSTRUCTION ENTRANCE 6" THICK)

PERMIT PURPOSES ONLY

SITE EROSION CONTROL PLAN
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE: SHOWN
DESIGNED BY: RLC
DRAWN BY: WCK
REVIEWED BY: RLC
ISSUE DATE: 5/15/2025
C/O: 1296.04E01
NOT RELEASED FOR CONSTRUCTION BY: DATED

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 7288
17800 Panama City Beach Parkway
Panama City Beach, Florida 32413
Phone: 850-234-1730
Fax: 850-234-1731

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Sean D. McNeil, P.E.
PROFESSIONAL ENGINEER
FL LC # 49303

Robert L. Carroll, P.E.
PROFESSIONAL ENGINEER
FL LC # 57988

ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

SHEET NUMBER 2 OF 12

1296.04B - ALVIN'S ISLAND #11

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SITE LAYOUT DRAWING NOTES:

1. ALL RADII AT FACE OF CURB ARE 5' UNLESS OTHERWISE SHOWN.
2. CONTRACTOR SHALL PROVIDE McNEIL CARROLL ENGINEERING, INC. FIVE (5) SETS OF AS-BUILT DRAWINGS AND ONE (1) DIGITAL COPY (AUTOCAD FORMAT) OF THE COMPLETED PROJECT. DRAWINGS SHALL BE PREPARED AND SIGNED & SEALED BY A FLORIDA REGISTERED SURVEYOR.
3. ALL DIMENSIONS AT CURB ARE FROM FACE OF CURB.
4. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION AND SODDED PER FDOT INDEX 105.
5. A COPY OF ALL REGULATORY PERMITS SHALL BE KEPT ON SITE.
6. THE CONTRACTOR SHALL REVIEW THE COMPLETE NWFWMD PERMIT PRIOR TO CONSTRUCTION COMMENCEMENT.
7. AN 8 1/2 x 11 NWFWMD WEATHER RESISTANT SIGN, INCLUDING THE PERMIT NUMBER SHALL BE PLACED ON THE PROPERTY FACING THE ROAD.
8. ALL PROPOSED UTILITIES TO BE PLACED UNDERGROUND.
9. ALL ABOVE GROUND UTILITIES TO BE SCREENED BY LANDSCAPING.
10. ALL STRIPING IN ROW TO BE THERMOPLASTIC REFLECTIVE PAINT.

SYMBOL LEGEND

- (DENOTES NEW "STOP" SIGN)
- (DENOTES NEW "HANDICAP PARKING" SIGN)
- ✱ (DENOTES CRITICAL DIMENSION TO OUTSIDE FACE OF BUILDING)
- ⊙ (EXISTING MONITORING WELL WITH NEW MANHOLE COVER)

BENCH	(ARCHITECTURAL BENCHES ANCHORED IN CONCRETE – SEE ARCHITECTURAL PLANS)
BIKE	(BIKE PARKING FOR 6 BICYCLES)
CSW	(CONCRETE SIDEWALK – SEE CONSTRUCTION DETAILS)
CUIF	(F.D.O.T. CURB Ie., TYPE F)
CUIV	(F.D.O.T. CURB Ie., TYPE DROP)
DE	(DUMPSTER ENCLOSURE – SEE CONSTRUCTION DETAILS)
DS	(DRAINAGE STRUCTURE – SEE GRADING & DRAINAGE PLAN)
DW	(DETECTABLE WARNINGS – SEE CONSTRUCTION DETAILS)
FDOT	(SEE F.D.O.T. CONNECTION PERMIT)
N1	(SEE NOTE Ie., #1 – SEE NOTES ON THIS SHEET)
RP	(RAMP – SEE GRADING & DRAINAGE PLAN)
SA	(SEE ARCH. PLANS)
SS	(SEWER STRUCTURE – SEE UTILITY PLAN)
SWMF	(STORM WATER MANAGEMENT FACILITY)
WF	(WATER FIXTURE – SEE UTILITY PLAN)
WS	(WHEEL STOP – SEE CONSTRUCTION DETAILS)

SITE DATA TABLE		
PARCEL ID: 00-2S-22-0000-0024-0020		
GOVERNING ENTITY – CITY OF DESTIN		
LAND USE – TOWN CENTER MIXED USE		
ZONING – COMMERCIAL GENERAL (CG)		
TOTAL AREA OF SITE: 52,558 SQUARE FEET – 1.21 ACRES		
TOTAL BUILDING AREA: 12,600 SQUARE FEET – 0.29 ACRES		
FLOOD ZONES ON PROPERTY : X		
	ALLOWED/REQUIRED	PROPOSED
TOTAL IMPERVIOUS AREA	39,419 SQUARE FEET – 0.91 ACRES	37,242 SQUARE FEET – 0.86 ACRES
IMPERVIOUS SURFACE RATIO	75%	71%
FLOOR AREA RATIO	150%	24%
OPEN SPACE AREA	13,140 SQUARE FEET – 0.30 ACRES	15,316 SQUARE FEET – 0.35 ACRES
OPEN SPACE RATIO	25% MIN.	29%
FRONT YARD SETBACK	16 FEET MIN, 26 FEET MAX.	11± FEET
SIDE YARD SETBACK	0 FEET	15± FEET
REAR YARD SETBACK	0 FEET	130± FEET

PARKING SPACE SCHEDULE				
NO.	ANGLE	WIDTH	DEPTH	NOTES:
1	90°	12	20	W/ DRIVERS SIDE 5' WIDE AISLE
2	90°	12	20	W/ PASSENGERS AND DRIVERS SIDE 5' WIDE AISLE
3–4	90°	9	20	
5	90°	12	20	W/ DRIVERS SIDE 5' WIDE AISLE
6–51	90°	9	19	

ALL PARKING STALLS SHALL BE 4" WHITE STRIPING ON ASPHALT AND 4" YELLOW ON CONCRETE. HANDICAP SIGNAGE AND STRIPING SHALL BE TO STATE AND CITY CODE. LANE SEPARATION LINES SHALL BE 6" WIDE.

REQUIRED PARKING CALCULATION			
PROPOSED USE	PARKING REQUIREMENT	SQUARE FOOTAGE/UNITS	SPACES REQUIRED
OTHER GENERAL MERCHANDISE STORE	1 PER 250 SQ. FT	12,600 SQUARE FEET	50.4
		TOTAL PARKING REQUIRED =	51
		TOTAL PARKING PROVIDED =	51

TRIP GENERATION SCHEDULE				
DESCRIPTION/ ITE CODE	UNIT DESIGNATION	EXPECTED UNITS	EXPECTED DAILY TRIPS	P.M. PEAK TRIPS
APPAREL STORE / 876 (EXISTING)	KSF	24.38	1,619	102
APPAREL STORE / 876 (PROPOSED)	KSF	12.60	837	53
CALCULATION DERIVED FROM ITE 10th. EDITION.			DECREASE IN PM PEAK =	49

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.

PERMIT PURPOSES ONLY

SITE LAYOUT PLAN
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE: SHOWN
DESIGNED BY: RLC
DRAWN BY: WCK
REVIEWED BY: RLC
ISSUE DATE: 5/15/2025
CF/D: 1296.04E01
NOT RELEASED FOR CONSTRUCTION BY:
DATE:

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288
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Phone: 850-234-1730
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PROFESSIONAL ENGINEER
FL LIC # 49303

Robert L. Carroll, P.E.
PROFESSIONAL ENGINEER
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ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

SHEET NUMBER 3 OF 12

1296.04B – ALVIN'S ISLAND #11

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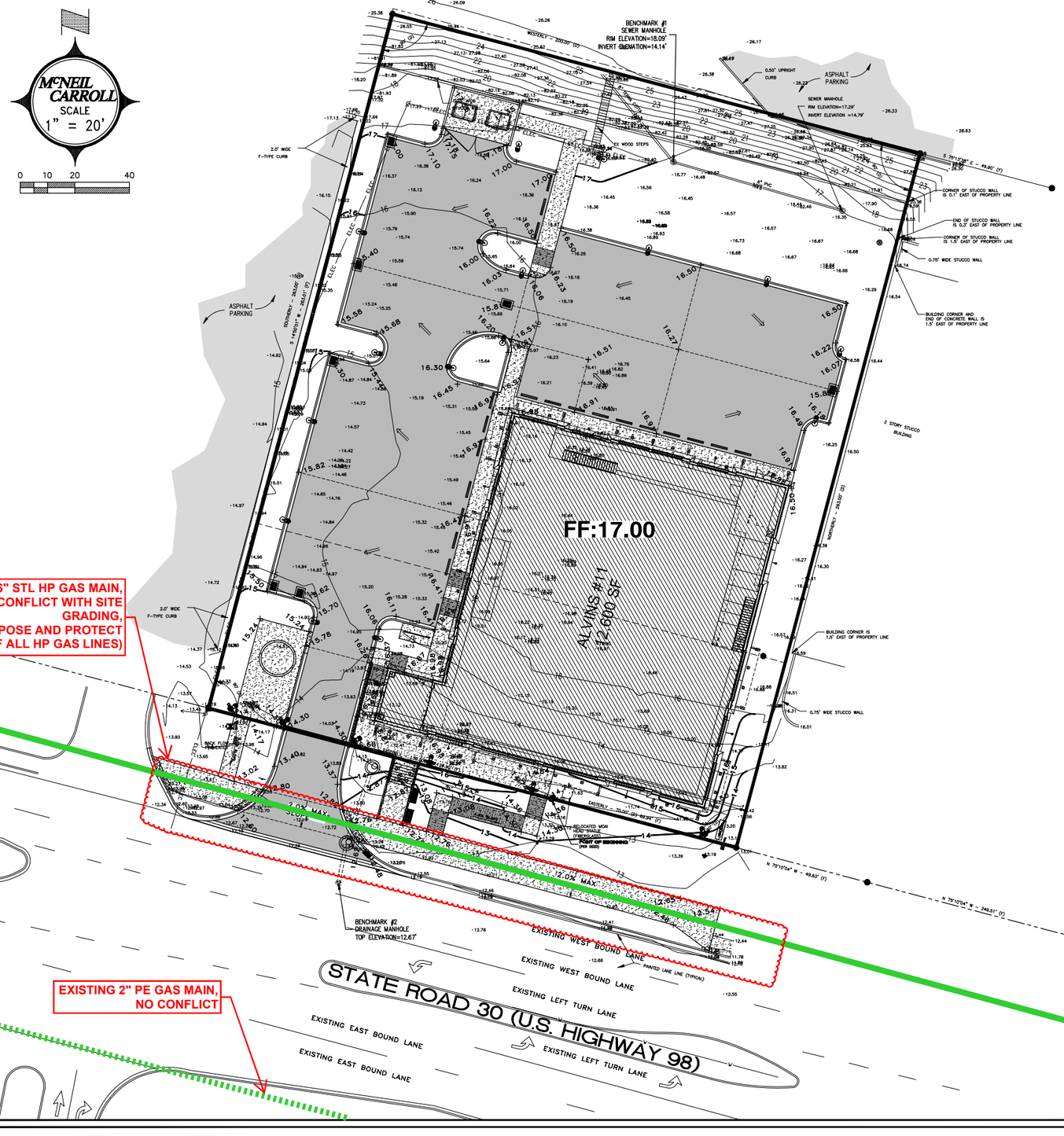

SITE GRADING AND DRAINAGE DRAWING NOTES:

1. SEE SYMBOL LEGEND ON THIS SHEET FOR SYMBOL INFORMATION AND REFERENCED DETAILS.
2. ALL DEMOLISHED MATERIALS (ie., SIGNS, CONCRETE, ASPHALT, ETC...) TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER. ALL EXISTING MONITORING WELLS ARE NOT TO BE REMOVED. WELLS IN PAVEMENT SHALL HAVE A MANHOLE LID INSTALLED.
3. SEE SECTIONS IN CONSTRUCTION DETAILS.
4. ALL DRAINAGE PIPES TO BE DEDICATED TO THE CITY OF DESTIN SHALL BE VIDEO RECORDED AND PLACED ON A DIGITAL MEDIA (NO TAPES). VIDEO MUST BE REVIEWED AND APPROVED BY THE CITY.
5. PROPOSED FINISHED FLOORS SHALL BE 1 FOOT (MIN.) ABOVE ROADWAY CENTERLINE.
6. CONTRACTOR SHALL PROVIDE McNEIL CARROLL ENGINEERING, INC. FIVE (5) SETS AND ONE (1) DIGITAL COPY (AUTOCAD FORMAT) OF AS-BUILT DRAWINGS OF THE COMPLETED PROJECT. DRAWINGS SHALL BE PREPARED AND SIGNED & SEALED BY A FLORIDA REGISTERED SURVEYOR.
7. IT IS THE CONTRACTORS RESPONSIBILITY TO CALL SUNSHINE ONE AT 811 FOR UTILITY LOCATES PRIOR TO CONSTRUCTION.
8. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION AND SODDED PER FDOT INDEX 105.
9. SIDEWALK CROSS SLOPE NOT TO EXCEED 2.00% SLOPE MAX.

SYMBOL LEGEND

-34.40 (EXISTING SPOT ELEVATION)
—36— (EXISTING CONTOUR)
+12.50 (PROPOSED FINISHED GRADE)
⟹ (STORMWATER SURFACE FLOW)

PERMIT PURPOSES ONLY

SITE GRADING PLAN
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE:	SHOWN
DESIGNED BY:	RLC
DRAWN BY:	WCK
REVIEWED BY:	RLC
ISSUE DATE:	5/15/2025
C/D:	1296.04E01
NOT RELEASED FOR CONSTRUCTION BY:	
DATE:	

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5/15/25

SHEET NUMBER 4 OF 12

1296.04B – ALVIN'S ISLAND #11

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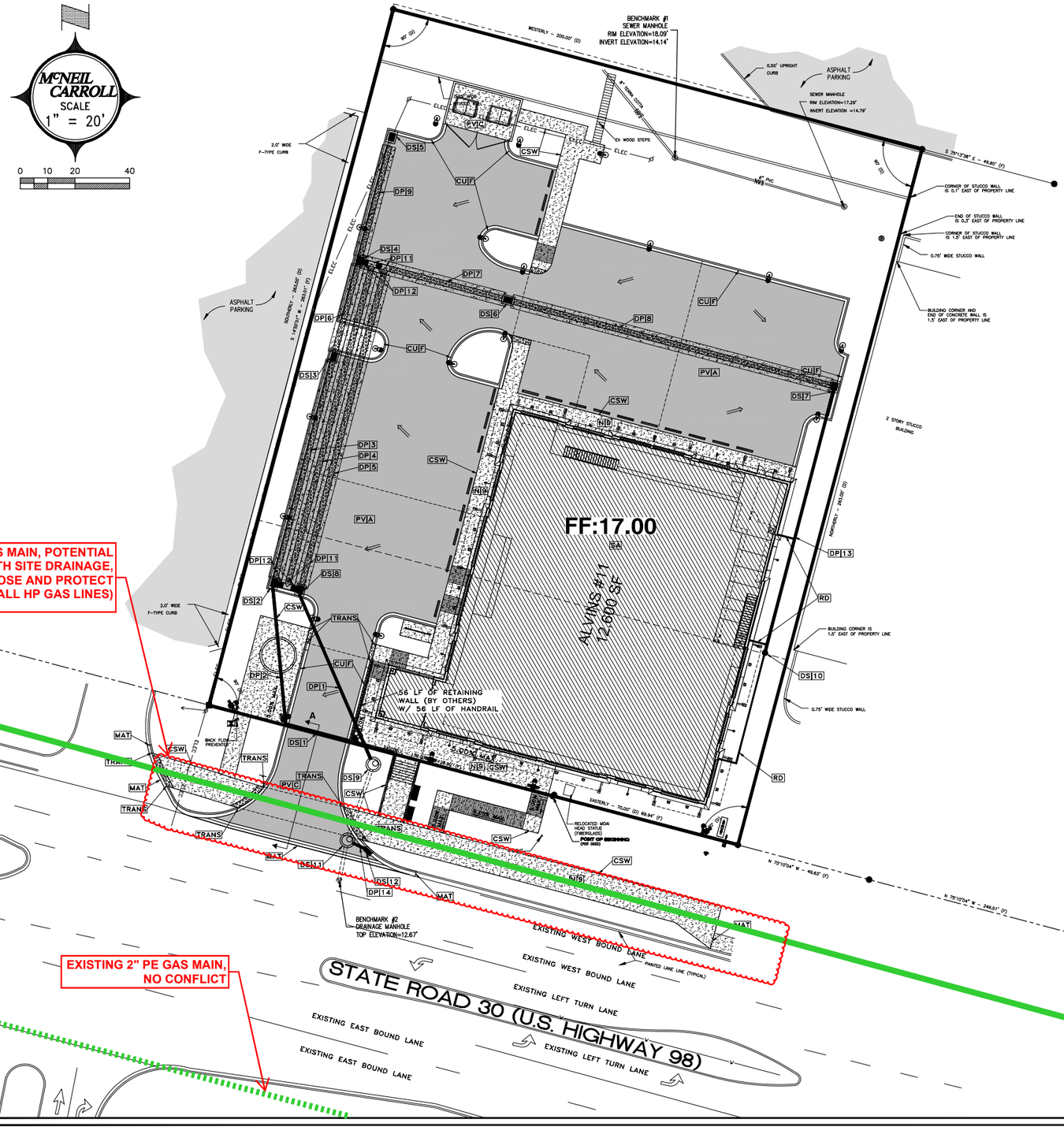

SITE GRADING AND DRAINAGE DRAWING NOTES:

1. SEE SYMBOL LEGEND ON THIS SHEET FOR SYMBOL INFORMATION AND REFERENCED DETAILS.
2. ALL DEMOLISHED MATERIALS (ie., SIGNS, CONCRETE, ASPHALT, ETC...) TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER. ALL EXISTING MONITORING WELLS ARE NOT TO BE REMOVED. WELLS IN PAVEMENT SHALL HAVE A MANHOLE LID INSTALLED.
3. SEE SECTIONS IN CONSTRUCTION DETAILS.
4. ALL DRAINAGE PIPES TO BE DEDICATED TO THE CITY OF DESTIN SHALL BE VIDEO RECORDED AND PLACED ON A DIGITAL MEDIA (NO TAPES). VIDEO MUST BE REVIEWED AND APPROVED BY THE CITY.
5. PROPOSED FINISHED FLOORS SHALL BE 1 FOOT (MIN.) ABOVE ROADWAY CENTERLINE.
6. CONTRACTOR SHALL PROVIDE McNEIL CARROLL ENGINEERING, INC. FIVE (5) SETS AND ONE (1) DIGITAL COPY (AUTOCAD FORMAT) OF AS-BUILT DRAWINGS OF THE COMPLETED PROJECT. DRAWINGS SHALL BE PREPARED AND SIGNED & SEALED BY A FLORIDA REGISTERED SURVEYOR.
7. IT IS THE CONTRACTORS RESPONSIBILITY TO CALL SUNSHINE ONE AT 811 FOR UTILITY LOCATES PRIOR TO CONSTRUCTION.
8. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION AND SODDED PER FDOT INDEX 105.
9. SIDEWALK CROSS SLOPE NOT TO EXCEED 2.00% SLOPE MAX.

SYMBOL LEGEND

-34.40	(EXISTING SPOT ELEVATION)
—36—	(EXISTING CONTOUR)
+12.50	(PROPOSED FINISHED GRADE)
⟹	(STORMWATER SURFACE FLOW)
CSW	(CONCRETE SIDEWALK- SEE CONSTRUCTION DETAILS)
CUF	(F.D.O.T. CURB ie., TYPE F - SEE CONSTRUCTION DETAILS)
DP1 6	(SEE DRAINAGE PIPE SCHEDULE THIS SHEET ie.,#16)
DS 12	(SEE DRAINAGE STRUCTURE SCHEDULE THIS SHEET ie.,#12)
FC	(CHAINLINK FENCE - SEE CONSTRUCTION DETAILS)
HR	(5' WIDE HANDICAP RAMP ie.,12:1 SLOPE)
PVA	(ASPHALT PAVEMENT - SEE CONSTRUCTION DETAILS)
PVC	(CONCRETE PAVEMENT - SEE CONSTRUCTION DETAILS)
PVH	(HEAVY DUTY ASPHALT PAVEMENT - SEE CONSTRUCTION DETAILS)
MAT	(MATCH PROPOSED FLUSH WITH EXISTING SURFACE)
N1	(SEE NOTE ie.,#1 - SEE NOTES THIS SHEET)
RD	(6" ROOF DRAIN CONNECTION - SEE CONSTRUCTION DETAILS)
SA	(SEE ARCHITECTURAL PLANS)
SWMF 1	(SEE STORM WATER MANAGEMENT FACILITY SCHEDULE THIS SHEET)
SK	(SKIMMER - SEE CONSTRUCTION DETAILS)
TRANS	(TRANSITION CURB 3")

ASPHALT

CONCRETE

DRAINAGE PIPE SCHEDULE

NO.	SIZE	LF	TYPE	SLOPE
DP1	15"	66	ADS	4.16%
DP2	15"	50	ADS	0.40%
DP3	24"	83	ADS - PERF	0.00%
DP4	24"	118	ADS - PERF	0.00%
DP5	24"	118	ADS - PERF	0.00%
DP6	24"	33	ADS - PERF	0.00%
DP7	24"	54	ADS - PERF	0.00%
DP8	24"	121	ADS - PERF	0.00%
DP9	24"	42	ADS - PERF	0.00%
DP10	24"	2	ADS (4 TOTAL)	0.00%
DP11	24"	--	ADS WT TEE (3 TOTAL)	0.00%
DP12	24"	--	ADS	0.00%
DP13	12"	99	ADS	6.50%
DP14	15"	11	RCP	0.50%

ALL ADS PIPE SHALL BE AS SHOWN OR EQUAL
ALL PERFORATED PIPE SHALL HAVE A GRAVEL PACK
ALL ADS PIPE SHALL BE RATED N-12
SEE CONSTRUCTION DETAILS.

DRAINAGE STRUCTURE SCHEDULE

NO.	TYPE STRUCTURE	TOP OF GRATE	PIPE INVERT	SLOT INVERT
DS1	24 LF TRENCH DRAIN	EL. 14.30	EL. 11.60	EL.
DS2	FDOT TYPE C INLET	EL. 19.50	EL. 11.50	EL.
DS3	FDOT TYPE C INLET	EL. 19.50	EL. 11.50	EL.
DS4	FDOT TYPE C INLET	EL. 19.40	EL. 11.50	EL.
DS5	FDOT TYPE C INLET	EL. 17.00	EL. 11.50	EL.
DS6	FDOT TYPE C INLET	EL. 19.81	EL. 11.50	EL.
DS7	FDOT TYPE C INLET	EL. 15.86	EL. 11.50 W; 12.70 S	EL.
DS8	FDOT TYPE C INLET	EL. 15.66	EL. 11.50 N,W; 13.00 S	EL.
DS9	FDOT TYPE P INLET	EL. 14.50	EL. 8.75 N,S	EL.
DS10	15" ADS INLET	EL. 16.20	EL. 13.20 N	EL.
DS11	FDOT TYPE P INLET	EL. 12.62	EL. 8.50 N (EX); 7.91 S (EX); 7.91 E (NEW)	EL.
DS12	FDOT TYPE 9 INLET	EL. 12.43	EL. 8.00	EL.

SEE CONSTRUCTION DETAILS.
2' SUMP UNLESS OTHERWISE NOTED.

STORMWATER OPERATION AND MAINTENANCE SCHEDULE

(A) STORMWATER MANAGEMENT SYSTEM SHALL BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE APPROVED DESIGN, PLANS AND CALCULATIONS.
(B) THE OPERATION AND MAINTENANCE ENTITY SHALL PROVIDE FOR THE INSPECTION OF THE STORMWATER MANAGEMENT SYSTEM IN ACCORDANCE WITH SUBSECTION 62-346.095(6), F.A.C. DURING THE INSPECTION, SPECIAL ATTENTION SHOULD BE MADE TO INSURE THAT:
   1. ALL EROSION IS CONTROLLED AND SOIL IS STABILIZED TO PREVENT SEDIMENT DISCHARGE TO WATERS IN THE STATE.
   2. THE SURFACE WATER MANAGEMENT SYSTEM IS KEPT FREE OF DEBRIS, TRASH, GARBAGE, OILS AND GREASES, AND OTHER REFUSE.
   3. ENGINEERED STORMWATER MANAGEMENT SYSTEM THAT INCLUDE OIL AND GREASE SEPARATORS, SKIMMERS, OR COLLECTION DEVICES ARE WORKING PROPERLY AND DO NOT ALLOW THE DISCHARGE OF OIL OR GREASES. OILS AND GREASES OR OTHER MATERIALS REMOVED FROM SUCH A DEVICE DURING ROUTINE MAINTENANCE SHALL BE DISPOSED OF AT A SANITARY LANDFILL OR BY OTHER LAWFUL MEANS.
   4. ALL STRUCTURES WITHIN STORMWATER MANAGEMENT SYSTEMS HAVE NOT BECOME CLOGGED OR CHOKED WITH VEGETATIVE OR AQUATIC GROWTH TO SUCH AN EXTENT AS TO RENDER THEM INOPERABLE.
(C) INSPECTIONS OF THE PERMITTED SYSTEM SHOULD BE CONDUCTED AT LEAST ONCE EVERY THIRD YEAR AFTER CONVERSION OF A PERMIT TO THE OPERATION PHASE.

PERMIT PURPOSES ONLY

SITE DRAINAGE PLAN
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE: SHOWN
DESIGNED BY: RLC
DRAWN BY: WCK
REVIEWED BY: RLC
ISSUE DATE: 5/15/2025
O/Dr. 1296.04E01
NOT RELEASED FOR CONSTRUCTION BY:
DATE:

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
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Panama City Beach, Florida 32413
Phone: 850-234-1730
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Sean D. McNeil, P.E.
PROFESSIONAL ENGINEER
FL LIC # 49303

Robert L. Carroll, P.E.
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FL LIC # 57988

ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

SHEET NUMBER 5 OF 12

1296.04B - ALVIN'S ISLAND #11

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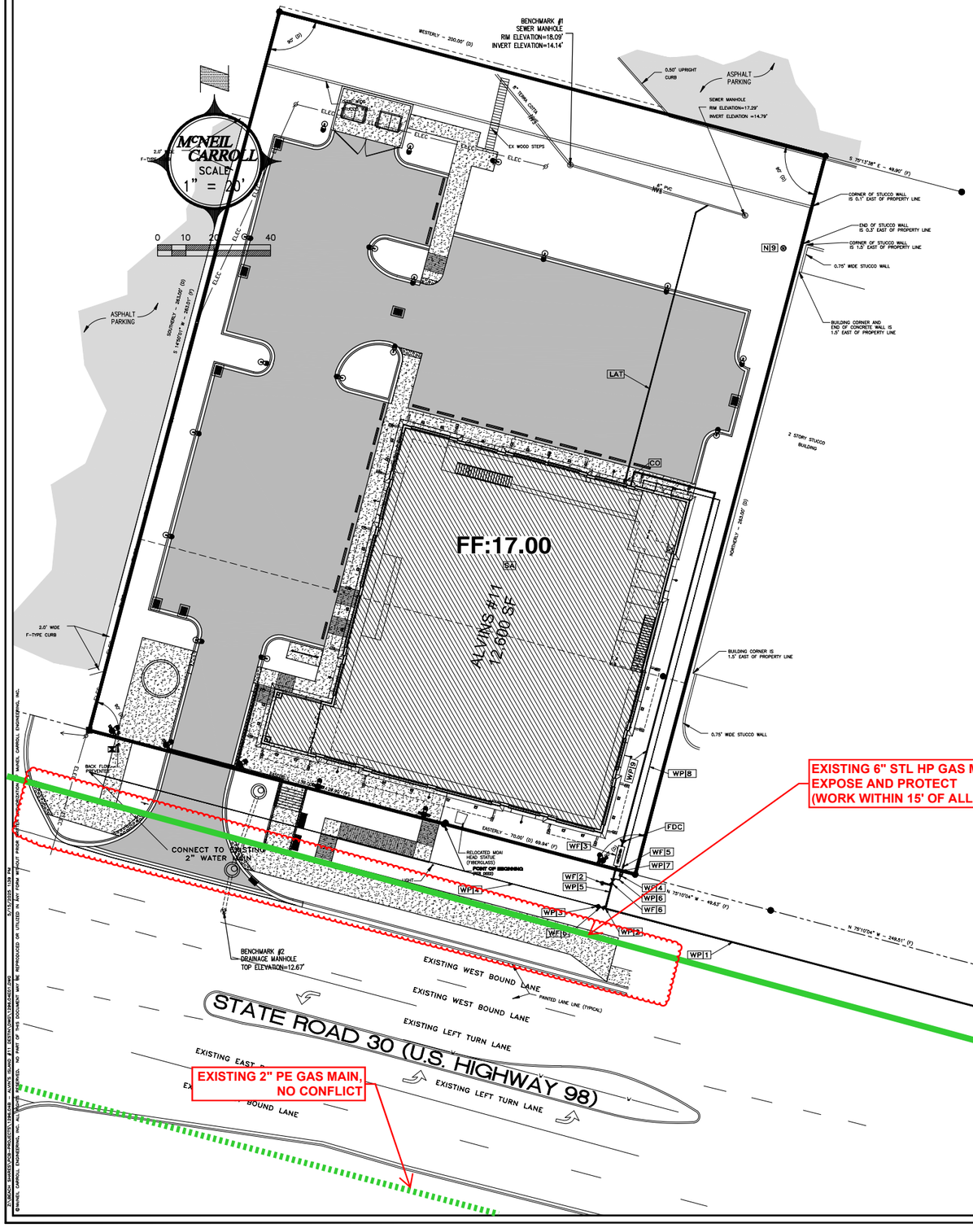

SITE UTILITY DRAWING NOTES:

1. SEE SYMBOL LEGEND ON THIS SHEET FOR SYMBOL INFORMATION AND REFERENCED DETAILS.
2. SEE SECTION AND DETAILS IN CONSTRUCTION DETAILS.
3. ALL PROPOSED UTILITIES SHALL BE PLACED UNDERGROUND.
4. ALL SEWER LINES TO BE DEDICATED TO THE CITY OF DESTIN SHALL BE VIDEO RECORDED AND PLACED ON A DIGITAL MEDIA (NO TAPES). VIDEO MUST BE REVIEWED AND APPROVED BY THE CITY.
5. CONTRACTOR SHALL PROVIDE McNEIL CARROLL ENGINEERING, INC. FIVE (5) SETS AND ONE (1) DIGITAL COPY (AUTOCAD FORMAT) OF AS-BUILT DRAWINGS OF THE COMPLETED PROJECT. DRAWINGS SHALL BE PREPARED AND SIGNED & SEALED BY A FLORIDA REGISTERED SURVEYOR.
6. IT IS THE CONTRACTORS RESPONSIBILITY TO CALL SUNSHINE ONE AT 811 FOR UTILITY LOCATES PRIOR TO CONSTRUCTION.
7. ALL GRAVITY SEWER LINES SHALL BE VIDEO RECORDED AND PLACED ON DIGITAL MEDIA (NO TAPES). VIDEO MUST BE REVIEWED AND APPROVED BY McNEIL CARROLL ENGINEERING, INC.
8. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION AND SODDED PER FDOT INDEX 105.
9. EXISTING WELL TO BE UTILIZED FOR IRRIGATION.

SYMBOL LEGEND

- CO (4" CLEANOUT – SEE CONSTRUCTION DETAILS)
- FDC (FIRE DEPARTMENT CONNECTION)
- LAT (4" SEWER LATERAL – SEE CONSTRUCTION DETAILS)
- N1 (SEE NOTE ie., #1 – SEE NOTES THIS SHEET)
- SA (SEE ARCHITECTURAL PLANS)
- SP16 (SEE GRAVITY SEWER PIPE SCHEDULE THIS SHEET ie.,#16 SEE CONSTRUCTION DETAILS)
- SS12 (SEE SEWER STRUCTURE SCHEDULE THIS SHEET ie.,#12 SEE CONSTRUCTION DETAILS)
- WF14 (SEE WATER FIXTURE SCHEDULE THIS SHEET ie.,#14 SEE CONSTRUCTION DETAILS)
- WP10 (SEE WATER PIPE SCHEDULE THIS SHEET ie.,#10 SEE CONSTRUCTION DETAILS)
- DIR (DIRECTIONAL BORE – SEE CONSTRUCTION DETAILS)

WATER MAIN PIPE SCHEDULE			
NO.	SIZE	LF	TYPE
WP1	6"	270	PVC
WP2	6"	---	TEE
WP3	6"X2"	---	REDUCER
WP4	2"	189	PVC
WP5	6"	16	PVC
WP6	1-1/2"	4	PVC
WP7	1-1/2"	2	PVC
WP8	1 1/2"	164	PVC
WP9	6"	164	PVC FIRE MAIN

LESS THAN 4" WATER MAIN – ASTM D2241 SDR-21
4"-6" WATER MAIN – AWWA C900 DR18
8"-12" WATER MAIN – AWWA C900 DR25
ALL LINES SHALL BE THE COLOR BLUE.

WATER FIXTURE SCHEDULE	
NO.	TYPE
WF1	6"X6" TAPPING SADDLE W/ VALVE ASSEMBLY
WF2	FIRE HYDRANT ASSEMBLY
WF3	6" DOUBLE DETEKTOR CHECK VALVE
WF4	1" WATER METER ASSEMBLY
WF5	1-1/2" REDUCED PRESSURE BACKFLOW PREVENTER ASSEMBLY
WF6	6" GATE VALVE

SEE CONSTRUCTION DETAILS.
ALL LINES SHALL BE THE COLOR BLUE

PERMIT PURPOSES ONLY

SITE UTILITY PLAN
ALVIN'S ISLAND #11
1073 HWY 98 E
DESTIN, FLORIDA

SCALE: SHOWN
DESIGNED BY: RLC
DRAWN BY: WCK
REVIEWED BY: RLC
ISSUE DATE: 5/15/2025
G/D: 1296.04E01
NOT RELEASED FOR CONSTRUCTION
DATE:

McNEIL CARROLL ENGINEERING, INC.
17800 Panama City Beach Parkway
Panama City Beach, Florida 32413
Phone: 850-234-1730
Fax: 850-234-1731
Professional Engineering Consultants
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

NO.	DATE	BY	REVISIONS
01			
02			
03			
04			
05			

Sean D. McNeil, P.E.
PROFESSIONAL ENGINEER
FL LIC # 49303

Robert L. Carroll, P.E.
PROFESSIONAL ENGINEER
FL LIC # 57988

ROBERT L. CARROLL LICENSE No. 57988 STATE OF FLORIDA PROFESSIONAL ENGINEER
5/15/25

SHEET NUMBER 6 OF 12

1296.04B – ALVIN'S ISLAND #11

5/15/2025 1:59 PM
DANIEL CARROLL ENGINEERING, INC. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR UTILIZED IN ANY FORM WITHOUT PRIOR PERMISSION
J:\2025 PROJECTS\1296.04B - ALVIN'S ISLAND #11 DESTIN,FL\DWG\1296.04B.DWG

Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119| Email: planning@cityofdestin.com

July 8, 2025 **Development Order No. 25-15**

Final Development Order:

ALVIN'S ISLAND #11
A MAJOR DEVELOPMENT ORDER
(DEV-001487-2024)

Based upon the City's approval and issuance of this Development Order on July 8, 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.

The approved project scope includes the construction of a 12,600 square-foot retail store along with site improvements to provide necessary parking, pedestrian network and right-of-way improvements to meet City of Destin design standards. This approved Development Order is for the property located and described below:

1073 US Highway 98 East
Destin, FL 32541
Parcel ID: 00-2S-22-0000-0024-0020

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the Technical Review Committee Report (Exhibit A), Destin Water Users (DWU) approval with conditions (Exhibit B), Destin Fire Control approval with conditions (Exhibit C), Okaloosa Gas Approval with Conditions (Exhibit D), and Approved Civil Plans (Exhibit E) dated approved June 6, 2025.

2. All the findings and requirements of the Technical Review Committee Report are incorporated herein.

CONDITIONS OF APPROVAL:

SPECIFIC CONDITIONS:

1. Per Destin Water Users (DWU), Waterline is to be pressure tested and sampled prior to connection to existing 2" watermain.

2. Per DWU, this project will require an FDEP permit.

3. Per DWU, Destin Water Users will perform the tap for water. A minimum of 24-hour notice will be given for the 6" × 6" water tap.

4. Per DWU, all revisions to the water and/or sewer utilities of any previously approved project must be reapproved by Destin Water Users, Inc. in writing at least 24 hours prior to implementation.

5. Per DWU, an RP backflow preventer will be required for the meter and will be tested, with results given to DWU before water is turned on to the building.

6. Per DWU, connection to the 2" existing main can proceed after testing and samples are complete and will be coordinated with DWU.

7. Per DWU, the contractor shall supply all materials and have them installed prior to DWU arriving to make the tap.

8. Per DWU, field-verified and scaled 'as-built' plans, including all utility infrastructures, must be submitted to the City of Destin and forwarded to Destin Water Users, Inc. for final inspection. A written approval shall then be submitted to the City of Destin prior to the issuance of a certificate of occupancy, provided there are no outstanding issues.

9. Property is in White Sand Zone 2. Only white sand, sandy soil, which is indigenous to Zone 2, or other sandy soil which is as light or lighter than the undisturbed indigenous soil on site may be used as a fill material during construction. Prior to bringing any fill material on site, a sample of the proposed fill material and a sample of the indigenous sand / soil on the property must be approved by the planning division.

10. The property pins shall be staked at the beginning of all projects involving site or building improvements that affect structure footprint, impervious surface, or any other improvement that modifies the site. The Property stakes shall be maintained on site throughout the entire project timeline up to issuance of the Certificate of Occupancy or Completion.

11. Per Okaloosa Gas, after reviewing the plans regarding the project, Okaloosa Gas District will "Locate and Protect" its facilities in the area of construction. Please see notes for "Expose and Protect" when there is planned work within 15' of a High-Pressure Gas facility. "Expose & Protect" locations are where High-Priority Subsurface Installations, as described in the Underground Facility Damage Prevention and Safety Act, Chapter 556 of the Florida Statues, may be located. Also, at the above mentioned "Expose & Protect" locations, Okaloosa Gas is requesting a Representative to be on site during construction activities. Please call Sunshine 811 (72 hours) prior to construction to have underground utilities located. Okaloosa Gas has provided marked up Civil Plans with this comment (Exhibit D). Please note, the provided gas main information (Exhibit D) is for reference and the locations should be considered approximate for planning purposes only.

12. Per Florida Power and Light (FPL), the developer will need to reach out to the FPL Area Engineer, Ira Castro, for the electrical service needs of this project. He can be reached at 850-

833-4814.

13. Permits for all building and ground signs shown in the site plan must be applied for. Signs shown on site plan and elevations are not considered approved by this order. Separate permits will be required at the time of the building permit submittal.

14. Per Okaloosa County Airports, all contractors that will require a crane to hang any material will need to file notice with the Federal Aviation Administration's (FAA) Obstruction Evaluation Group (OEG) and obtain an Aeronautical Study Number (ASN). File Notice by submitting FAA Form 7460-1 at https://oeaaa.faa.gov/oeaaa/external/portal.jspb.The general contractor can obtain the ASN for the entirety of the project and all subcontractors can fall under their ASN.

15. Prior to the issuance of any City Permit, obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer, if applicable. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre.

16. Prior to the issuance of a Certificate of Occupancy, the developer/owner, engineer of record, and the contractor shall make themselves familiar with LDC Article 11.09.00, Illicit Discharge, and shall comply with the codes, or be subject to enforcement.

17. Prior to obtaining building permits, provide a copy of the FDOT modification permit or acknowledgements, as well as a copy of the FDOT driveway connection, as applicable.

GENERAL CONDITIONS:

1. Pursuant to the City of Destin Land Development Code:

   Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **July 8, 2025** (no later than **July 8, 2026**) and must be completed as shown on plans approved by the Technical Review Committee.

   WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (*Land Development Code (LDC) Section 2.21.00*).

   NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (*LDC Section 2.21.00*).

   NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building

permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such an extension shall not exceed one year. The applicant/owner should review *LDC Section 2.21.00* for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for **"Alvin's Island #11**" will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**

   A. Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with *LDC Section 2.10.00* to maintain concurrency, or

   B. Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under *LDC Article 6*.

3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require bonding):

   A. Disturbance of the City's Right-Of-Way.
   B. Pavement cuts.
   C. Construction of any kind.
   D. Clearing, grubbing, or demolition.
   E. Paving, grading, drainage, sidewalks.
   F. Signage.
   G. Installation of utilities.
   H. Construction trailers.
   I. Site Screening.

4. The following items must be addressed in the appropriate order:

   A. **Prior to the issuance of any City Permit,** a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to ***LDC 7.01.02(B)*** for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.

   B. **Prior to the Commencement of Construction,** a fence permit, with a copy of the approved Erosion Control, Staging, and Construction Parking Plan for the site must be submitted and approved by the City. The submitted plan shall also indicate the location of the Construction Site Screening. Said screening must meet the requirements set forth in ***Destin Code of Ordinances, Section 6-51 Screen Criteria***.

   C. **Prior to the issuance of any City Permit,** obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer, if applicable. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance

over 1 acre.

D. **Prior to the issuance of any City Permit,** a copy of the Northwest Florida Water Management District (NWFWMD) storm water permit and a NPDES storm water construction generic Permit (if applicable) approval shall be provided.

E. **Prior to the issuance of a Certificate of Occupancy,** the developer/owner, engineer of record and the contractor shall make themselves familiar with ***LDC Article 11.09.00., Illicit Discharge***, and shall comply with the codes, or be subject to enforcement.

F. **Prior to the issuance of a Certificate of Occupancy,** all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full. The fees below are an ***estimate only.*** The first fee represents the Impact Fee rate as currently adopted. The second fee represents the Impact Fee with Mobility Fee which will be implemented on August 25,2025 when ***Ordinance Number 2025-08-LC*** will take effect. These fee estimates will be reevaluated and assessed based on the fees schedule adopted by the City at the time of Building Permit application submittal.

    Estimated impact fee total: ***$47,244.83***
    Estimated impact fee total after August 25, 2025: ***$418,433.40***

G. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.

H. **Prior to the issuance of a Certificate of Occupancy,** all assigned address number(s) for the principal building(s) shall be installed in accordance with ***LDC Section 7.18.04***.

David Prichard Date
Community Development Director
City of Destin

Scott Jenkins, P.E. Date
Authorized Agent
Jenkins Engineering, Inc.

EXHIBIT A
TECHNICAL REVIEW COMMITTEE REPORT
ALVIN'S ISLAND #11
A MAJOR DEVELOPMENT ORDER (DEV-001487-2024)

Applicant:	Alvin's Stores, Inc.
Agent:	Robert Carroll of McNeil Carroll Engineering
Location:	1073 Highway 98 East
Request:	Development of a 12,600 square foot beachwear and surf company retail space. This project includes relevant site improvements to provide necessary parking, pedestrian network and right-of-way improvements to meet the City of Destin design standards.
Parcel Size:	±1.21 acres, ±52,558 square feet
Future Land Use:	Town Center Mixed Use (TCMU)
Zoning District:	Town Center Mixed Use (TCMU)
Density:	N/A
Intensity:	FAR: 1.5 Allowed; 0.24 Proposed
Application Date:	October 22, 2024
Approved Site Plan Date:	July 8, 2025

DISCUSSION/FINDINGS

McNeil Carroll Engineering, on behalf of Alvin's Stores, Inc., is requesting approval for a Major Development Order, which includes the construction of 12,600 square foot retail space. The subject project is located at 1073 Highway 98 East (Parcel IDs: 00-2S-22-0000-0024-0020). The subject parcel is approximately 1.21 acres in total.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The subject property is within the **Town Center Commons Planning Area.** Also, the property has a Future Land Use Map Designation of **Town Center Mixed Use (TCMU)** and a Zoning Designation of **Town Center Mixed Use (TCMU)**. 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.

LAND USE

General Merchandise Stores (NAIC #452) are a permitted use within the **TCMU** Future Land Use Map designation and within the **TCMU** Zoning District.

EXISTING USES

General Merchandise Store (NAIC #452) – Previous 22,000 square-foot retail store was destroyed by a fire on March 25, 2021. The lot has remained vacant.

PROPOSED USES

General Merchandise Store (NAIC #452)

INTENSITY

Maximum allowed:	1.50 FAR
Provided:	0.24 FAR

HEIGHT
Maximum allowed: 75’ / 6 stories
Provided: 33’ 6” / 2 stories

SETBACKS
Front required: 16’ minimum – 26’ maximum
Front provided: ±11’*
*Per LDC ***Section 7.09.03.1.A***, “*Buildings shall be oriented towards the public street frontage and shall be constructed as close to the adjacent right-of-way as possible in order to improve access from the multimodal transportation network.*” The application of this code ensures ease of access from the pedestrian network in the right-of-way and to mitigate separation concerns, as outlined in LDC ***Section 7.09.03.1.F***, from the residential properties abutting the rear of the parcel.

Side minimum required (east): None
Side provided (east): ±15’

Side minimum required (west): None
Side provided (west): ±58’ 10”

Rear minimum required: 15’
Rear provided: ±130’

OPEN SPACE
Minimum required: 25%
Provided: 29%

PLATTING
There is no platting associated with this application.

CONCURRENCY MANAGEMENT
Concurrency requirements have been met:

Traffic: February 20, 2025
Stormwater Management: Signed June 12, 2025
Potable Water/Sanitary Sewer: Signed January 30, 2025
Solid Waste: Signed November 14, 2024

AIRPORT PROTECTION
As proposed, this project is not affected by nor affects the Destin Executive Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport impact area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The previously approved project met the de minimis criteria outline in ***Comprehensive Plan Policy 12-4.1.4(C)(5)***. This project is reducing the size of the previous Alvin's Island Store on this site from 22,000 square feet to 12,600 square feet. Because of this, the Traffic Concurrency Evaluation illustrates a net negative in trip generations.

RIGHT-OF-WAY DEDICATION

The project does not include any right-of-way dedication.

INGRESS/EGRESS

Vehicular access to the property is provided by the Highway 98 East public right-of-way (ROW).

PEDESTRIAN NETWORK

The project provides a complete pedestrian network as required in ***LDC 8.09.03.A(6)***. A continuous on-site internal sidewalk is provided throughout the development.

PARKING:

Required vehicle parking spaces for use
(Other General Merchandise Stores) – 1 space per 250 SF of GFA

Required vehicle parking spaces for entire site:	50
Provided vehicle parking spaces for entire site:	51 (includes 3 handicapped spaces)
Required bicycle parking spaces for use:	5
Provided bicycle parking spaces:	6

UTILITIES:

All new utilities are required to be underground.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan on June 3, 2025.

REFUSE COLLECTION:

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in solid waste collection areas or inside a building. The approved dumpster location within Exhibit E shall not be altered unless a Development Order (DO) Deviation is submitted, reviewed, approved, and issued.

WHITE SANDS ZONE

The proposed project is located within a White Sand Zone 2. A sample of the existing and proposed fill shall be supplied to Staff for review at time of Building Permit submittal. No fill may be brought onto the project site without being reviewed and approved by Staff.

LANDSCAPING

Front perimeter/common boundary:	Not applicable
Interior parking landscape:	Provided
Buffer zone:	Not applicable
Preservation and restoration:	
Reforestation trees required:	9
Preserved tree credits:	0

Protected trees to be removed:	0
Replacement trees required:	0
Required parking trees:	8
Required street trees:	0
Total required trees:	**17**
Total trees provided*:	**23**

***Modification/alteration to any approved species of trees or shrubs shall be reviewed and approved by the Community Development Director or their designee prior to installation. A Development Order (DO) Deviation may be required if the proposed changes do not substantially meet the originally approved landscape plan.**

SIGNS

No signs were reviewed for permitting or compliance with the Development Order application. All proposed signs must be permitted through a sign permit and shall comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT FEES:

Final impact fee amounts have been developed using the provisions outlined in ***LDC 19.03.05.A*** and ***Ordinance Number 2025-08-LC.*** Table one reflects the estimated impact fees prior to August 25, 2025. Table 2 reflects the estimated impact fees with a mobility fee as prescribed in ***Ordinance Number 2025-08-LC.*** This ordinance will take effect on August 25, 2025. The impact fees identified below are an ***estimates***. The actual Impact fees will be calculated and assessed at time of building permit submittal.

LAND USE	UNITS (per 1,000 SF)	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Retail/commercial, per 1,000 SF	12.6	$0	$0	$31.00	$3,702.00	
Totals		***$0***	***$0***	***$390.60***	***$46,645.20***	***$47,035.80***

LAND USE	UNITS (per 1,000 SF)	PARK	LIBRARY	POLICE	MOBILITY	TOTAL
Retail/commercial, per 1,000 SF	12.6	$0	$0	$31.00	$33,178.00	
Totals		***$0***	***$0***	***$390.60***	***$418,042.80***	***$418,433.40***

OTHER FEES:

NONE

OTHER COMMENTS:

NONE

ITEM # 2025-794

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

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

FROM: Steve O'Connor, Deputy Community Development Director
David Prichard, Community Development Director

DATE: June 27, 2025

SUBJECT: First reading of proposed Ordinance 25-13-PC - Making transportation-related amendments to Chapter 1 - Future Land Use Element, Chapter 2 - Transportation Element, Chapter 9 - Capital Improvements Element, Chapter 12 - Administration, and Chapter 13 - Glossary, of the city's comprehensive plan; deleting the Multimodal Transportation District; providing for goals, objectives, and policies relating to the city mobility plan city mobility fees.

I. BACKGROUND: At the March 1, 2021, City Council meeting, Council passed a motion to replace transportation concurrency (MMTD) with a Mobility Fee-Based Plan. Staff worked with 3TP Ventures to create the Mobility Plan, which the Council adopted on September 16, 2024. The Mobility Plan is a comprehensive blueprint for addressing the City's current and future transportation needs. Mobility fees are a crucial tool for cities like Destin to fund transportation projects that address the impacts of future growth, while also addressing service gaps such as multimodal infrastructure and traffic congestion. As the Mobility Plan is a fee-based plan, the Mobility Fee was also developed and approved on May 19, 2025, and will replace the Transportation Impact Fee. Approval of the Mobility Plan and Fee also negated the transportation concurrency requirements of the Comprehensive Plan and LDC. However, the City will continue to track the transportation level of service (LOS) to ensure the system is operating as needed.

II. DISCUSSION: Since the Comprehensive Plan currently still references the Multi-Modal Transportation District (MMTD), Transportation Concurrency, and Transportation Impact Fees, it is necessary to replace or modify those references with or to the Adopted Mobility Plan and Mobility Fee, while removing the requirement of tracking transportation concurrency. Each policy, goal, or objective that had either a reference to the MMTD, transportation concurrency, or the Transportation Impact Fee has been identified and modified appropriately.

Several policies, goals, or objectives need to be removed entirely, primarily those requiring monitoring of the MMTD or transportation concurrency. The list of those policies, goals, and objectives is below. These policies or portions of the policies either set standards for concurrency management for transportation, require monitoring of the transportation concurrency management system, or were only applicable to the MMTD. Each of them can be reviewed in its entirety within the ordinance. All other amendments either replace or modify the MMTD or Transportation Impact Fee with the appropriate reference to either the Mobility Plan or Fee.

Policy 2-1.3.3: MMTD Boundaries.

Policy 2-1.3.4: Conditions for Transportation Concurrency in MMTD.

Policy 2-1.3.6: Crystal Beach Transition Area.

Policy 2-1.3.22: Monitor Multimodal Transportation District.

Policy 2-1.3.23: Use Multimodal Transportation District Performance Measures.

Policy 12-4.1.4: Criteria for Concurrency and Final Development Orders.

C. Transportation. (Only this paragraph of the policy is being removed)

Policy 12-4.1.8: Methodology for Determining Demands on Concurrency Facilities.

A. Transportation. (Only this paragraph of the policy is being removed)

June 24, 2025 Local Planning Agency Meeting:
At the special June 24 LPA meeting, the LPA made the following motion:

Chairman Wood moved for the LPA to recommend City Council adopt Ordinance 25-13-PC, with Ken Wampler providing the second. In discussion, Chairman Wood questioned if the dates and years are correct. Mr. O'Connor stated that he would investigate the get back with them. Chairman Wood amended his motion to recommend adoption of Ordinance 25-13-PC with the stipulation for staff to check to see if the dates in the introduction on page of 2 of 14 to ensure the dates are correct.

Staff has confirmed that the years listed in the Introduction of the Transportation Element are correct, as they come from the 2012 Strategic Plan (attached).

A. Link to Strategic Goals / Objectives: I. Financially sound city providing service excellence
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
VI. A green and sustainable environment

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): Upgrade a variety of mobility services and improve function, safety, and efficiencies throughout the city.

D. Legislative Sponsor: N/A

E. Business Impact Statement: ***City of Destin Business Impact Statement – Ord 25-13-PC***

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:

Proposed ordinance 25-13-PC will amend the City's Comprehensive Plan, updating it to reference the Mobility Plan & Mobility Fee while also removing the requirement for Transportation Concurrency tracking.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

There is no direct economic impact on businesses concerning this ordinance, as the Mobility Fee was previously adopted with Ordinance 25-08-LC, which established the Mobility Fee. The direct cost of the Mobility Fee will only impact new businesses that locate in the City of Destin.

3. Estimate of direct compliance costs that businesses may reasonably incur:

There is no direct compliance cost related to this ordinance. However, Ordinance 25-08-LC has a direct cost that is dependent on the type of business that locates in the City of Destin, whether new development is proposed or an expansion of existing development. The adopted fee schedule will see the cost of the Mobility Fee.

4. Any new charge or fee imposed by the proposed ordinance:

There is no new fee or charge associated with this ordinance. However, Ordinance 25-08-LC established the Mobility Fee and replaced the City's Transportation Impact Fee.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There are no regulatory costs or administrative fees associated with the amendments to the Comprehensive Plan concerning this ordinance or Ordinance 25-08-LC, which established the City's Mobility Fee.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

10+ businesses could be affected by this ordinance per year.

III. CONCLUSION: To fully implement the Mobility Plan and amend the Comprehensive Plan's fees, specific changes are needed to the references to the Multi-Modal Transportation District, Transportation Concurrency, and the Transportation Impact Fee.

The Local Planning Agency voted to recommend approval at their meeting on June 24, 2025.

IV. RECOMMENDED MOTION: I move that the City Council approve proposed Ordinance 25-13-PC as presented.

Attachments:

ITEM # 2025-794

1. 25-13-PC Comprehensive Plan Amendament- Mobility Plan
2. 2012 Strategic Plan

ORDINANCE NO. 25-13-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, MAKING TRANSPORTATION-RELATED AMENDMENTS TO CHAPTER 1 – FUTURE LAND USE ELEMENT, CHAPTER 2 - TRANSPORTATION ELEMENT, CHAPTER 9 - CAPITAL IMPROVEMENTS ELEMENT, CHAPTER 12 - ADMINISTRATION, AND CHAPTER 13 - GLOSSARY, OF THE CITY'S COMPREHENSIVE PLAN; DELETING THE MULTIMODAL TRANSPORTATION DISTRICT; PROVIDING FOR GOALS, OBJECTIVES AND POLICIES RELATING TO THE CITY MOBILITY PLAN AND CITY MOBILITY FEES; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; 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.

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, The City of Destin, Florida, proposes to amend the City's Comprehensive Plan to amend or adopt policies, goals, and objectives relating to the City's Mobility Plan and Mobility Fee as set forth herein; and

WHEREAS, pursuant to Section 163. 3177, Florida Statutes, the comprehensive plan, through required and optional elements, shall provide principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements; and

WHEREAS, the comprehensive plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations;

WHEREAS, the City of Destin's Comprehensive Plan was adopted, pursuant to Section 163. 3177, consisting of the following elements: Future Land Use, Transportation, Housing; Public Facilities, Conservation, Coastal Management, Recreation and Open Space, Intergovernmental Coordination, Capital Improvements, Economic Development, and Public School Facilities; and,

WHEREAS, the City Council desires to update the Comprehensive Plan to adopt policies, goals, and objectives relating to the City's Mobility Plan and Mobility Fees; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interest 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 Comprehensive Plan that have been skipped and remain unchanged.**

SECTION 3. Chapter 1: - FUTURE LAND USE ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

FUTURE LAND USE ELEMENT

***

Policy 1-3.5.7: Promote Compact Development. Although the City of Destin is a nearly built out urban area, the City is committed to establishing a more compact urban form by promoting redevelopment of its two most visible mixed use urban centers—Town Center Mixed Use and the North and South Harbor Mixed Use areas. These areas are delineated on the FLUM (Map 1-1). ~~The compact planning strategy is further promoted and reinforced by the design of the planned multimodal transportation districts (See the Transportation Element).~~ Within one year, the City shall amend the LDC to include site development standards consistent with discouraging urban sprawl.

SECTION 4. Chapter 2: - TRANSPORTATION ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

TRANSPORTATION ELEMENT

***

Introduction. The City's 2027 Strategic Vision priorities include Ease of Mobility. The City's 2017 Goal priorities include Improved Mobility and Connectivity. The Transportation Element provides the framework for achieving the optimum, cost-effective transportation system to balance the needs of the City of Destin's (City) residents, workers, tourists, and through traffic. Optimization is achieved through a combination of land use and site design characteristics along with strategies to enhance the availability and use of multiple modes of transportation.

The major topics of this element include:

- Design of the multi-modal system.
- Level of Service Standard (LOS).
- ~~Multi-modal district implementation.~~
- Airport and multi-modal planning coordination.
- Multi-jurisdiction coordination.

***

Policy 2-1.1.7: Determination of Fair Share. A development's fair share includes all transportation improvements needed to maintain the adopted LOS as a result of the project impacts to the multimodal transportation system. Offsite improvements may be credited toward required ~~*transportation impact*~~ mobility fees for the portion of the improvement beyond the minimum level required.

***

Policy 2-1.1.10: Prioritize Transportation Improvements. The City shall prioritize its maintenance, construction and reconstruction activities in the following manner:

A. First priority shall be assigned to projects ~~within the multimodal transportation districts (MMTDs)~~ identified in the adopted Mobility Plan to implement multimodal improvements.
B. Second priority shall be assigned to the renewal and replacement of obsolete or worn out facilities.
C. Third priority shall be assigned to correcting existing deficiencies in public facilities.
D. Fourth priority shall be assigned to facilities necessary to accommodate future growth.

***

Policy 2-1.1.12: Construct Transportation Facilities to ~~MMTD~~ Standards. All new transportation projects within the City shall be constructed to meet City standards identified in the LDC. Such design standards may include, but not be limited to pedestrian access points, shared access, cross access, new or modified signage, striping of roadways, installation of sidewalks and bicycle lanes, widening of roadways, pedestrian crossing facilities, and sidewalk ramps at intersections. ~~Within the MMTD s~~Such standards shall place a priority on non-vehicular access and mobility and a secondary emphasis on vehicular mobility.

***

Policy 2-1.2.2: Multimodal Level of Service (LOS) Standards. ~~The 2006 LOS standard for each mode is based on the initial conditions in the MMTD~~ All multimodal transportation LOS is set as per ***Table 9-4 TRANSPORTATION LEVEL OF SERVICE STANDARDS*** in **Chapter 9:- CAPITAL IMPROVEMENTS** of this Comprehensive Plan and shall serve as a baseline to ensure that the LOS mode does not degrade below these levels.

***

Policy 2-1.2.3: Establish Adopted LOS Standards. Adopted LOS standards are based on the maximum achievable LOS grade, given implementation of multimodal improvements on all arterial and collector roads

within the City of Destin ~~MMTD~~, and pedestrian-oriented urban design. Establishing interim adopted LOS standards reflects the long-term implementation of multimodal improvements and urban design standards.

***

~~**Policy 2-1.2.4: Transportation LOS Standards.** The adopted LOS standards in the MMTD are as follows:~~

~~**Table 2-1:**~~
~~**Adopted Multimodal Level of Service Standards for Collector Roads**~~

	~~**Bicycle LOS Standard**~~	~~**Pedestrian LOS Standard**~~	~~**Transit LOS Standard**~~
~~Adopted (2006)~~	~~C~~	~~E~~	~~F~~
~~Adopted (2011)~~	~~B~~	~~C~~	~~E~~
~~Adopted (2020)~~	~~B~~	~~B~~	~~C~~

~~Source: 2011 Biennial MMTD Concurrency Report~~

~~**Table 2-2:**~~
~~**Adopted Multimodal Level of Service Standards for Harbor Boulevard/US Highway 98 East/Emerald Coast Parkway**~~

	~~**Bicycle LOS Standard**~~	~~**Pedestrian LOS Standard**~~	~~**Transit LOS Standard**~~
~~Adopted (2006)~~	~~E~~	~~F~~	~~E~~
~~Adopted (2011)~~	~~D~~	~~D~~	~~C~~
~~Adopted (2020)~~	~~C~~	~~D~~	~~B~~

~~Source: 2011 Biennial MMTD Concurrency Report~~

***

OBJECTIVE 2-1.3: CONTINUE IMPLEMENTATION OF THE MOBILITY PLAN ~~MULTIMODAL TRANSPORTATION DISTRICTS (MMTD).~~

***

Policy 2-1.3.1: Reduce Automobile Mobility. The Mobility Plan ~~MMTD~~ shall emphasize the reduction of automobile mobility and vehicle miles traveled per person, in addition to the reduction of greenhouse gas emissions, while promoting accessibility by all modes through redevelopment of the built environment through improvement of cycling, pedestrian, and transit networks.

***

~~**Policy 2-1.3.3: MMTD Boundaries.** The boundaries for the MMTD are Kelly and Main Streets, the Destin-Fort Walton Beach Airport, and the City boundary with Okaloosa County along US Highway 98 to the north, the Gulf of Mexico to the south, the City boundary with Walton County to the east and the Marler Bridge to~~

~~the west. This district is designated on the Multimodal Transportation District Map (Map 2-3) at the end of this chapter and the Future Land Use Map (Map 1-1) at the end of Chapter 1 - Future Land Use Element.~~

***

~~**Policy 2-1.3.4: Conditions for Transportation Concurrency in MMTD**. Developments proposed in the MMTD that satisfy the following two conditions shall be deemed in compliance with transportation concurrency requirements for vehicular traffic:~~

~~A. Follows urban form and multimodal facility design standards as described in Policy 2-1.3.5; and~~
~~B. Contributes towards achieving the adopted multimodal level of service standards designated through the provision of on-site and off-site improvements necessary to mitigate transportation impacts in the immediate project vicinity. The amount of mitigation required will correspond to the project's impact as calculated through application of the City's transportation impact fee. Eligible capital improvements are those located within the MMTD and are included in the Capital Improvements Element of this Plan.~~

***

~~**Policy 2-1.3.6: Crystal Beach Transition Area.** Development within the Crystal Beach sub-area overlay, as designated in Chapter 1, the Future Land Use Element, shall serve as a transition area between the MMTD and areas outside of the MMTD.~~

***

Policy 2-1.3.9: Complete Existing Pedestrian and Cycling Infrastructure. The City shall enhance the existing pedestrian and cycling systems by filling gaps in the network and providing new pedestrian and cycling facilities throughout the City. These facilities shall provide a safe and continuous pedestrian and cycling network between residential areas, the Community Redevelopment Areas (CRAs), major activity zones, and transit connections~~, particularly within the MMTD~~. Facilities that have been programmed into the City's Capital Improvements Program are displayed in Table 2-3 and on Map 2-2.

***

Policy 2-1.3.13: Coordinate with Okaloosa County. The City shall coordinate with Okaloosa County on future updates of the Transit Development Plan to ensure continued enhancement of transit service and facilities within the City, ~~particularly the Multimodal Transportation District,~~ and transit trip generators and attractors. The City shall continue to dedicate or provide right-of-way, for the provision of access to transit facilities. Alternatively, the City may provide financial contributions towards the costs of expanding transit service coverage. The City shall also encourage the implementation of private shuttle services as a component of planned development.

***

Policy 2-1.3.21: Prioritize Projects. As revenues become available from the Community Redevelopment Area (CRA) tax increments, the City shall prioritize projects that help support the goals of the Mobility Plan. ~~MMTD~~.

***

~~**Policy 2-1.3.22: Monitor Multimodal Transportation District.** The City shall continue to produce a MMTD Monitoring Report every two years to meet statutory review requirements. This report shall summarize the City's progress towards achieving the multimodal level of service (MMLOS) standards, and achieving the multimodal objectives and policies described herein.~~

***

~~Policy 2-1.3.23: Use Multimodal Transportation District Performance Measures. The City shall use multimodal performance measures to help evaluate the progress towards implementing the goals of the MMTD.~~

~~A. On a system wide level, the City shall:~~
~~1. Calculate the number of new developments and redevelopments that are completed and meet the design standards of the LDC, contributing towards the development of the multimodal transportation system and the creation of a thriving, functional focal point to the City.~~
~~2. Calculate the number and length of new multimodal facilities that have been completed or planned.~~
~~3. Calculate the transit ridership on all transit services within the City.~~
~~4. Report progress on the implementation tasks identified in Objective 2-1.3.~~
~~B. On a corridor level, multimodal performance measures shall include the factors used in the calculation of multimodal level of service: transportation facilities, urban form, accessibility, and connectivity. These include:~~
~~1. The corridor multimodal level of service as applied through the ARTPLAN multimodal LOS analysis will be used to monitor the progress towards completing the multimodal network.~~
~~2. Urban form shall be evaluated by measuring development use, density, diversity and design based on the MMTD design standards in Policy 2-1.3.3.~~
~~3. MMTD accessibility shall be determined by identifying pedestrian barriers that limit access to pedestrian facilities and determining the proportion of population with access to multimodal facilities. The most currently available US Census data will be used for this analysis. MMTD accessibility will also be measured by identifying activity centers and determining the proportion of population with multimodal access to those activity centers.~~
~~4. Connectivity for bicycles shall be measured by dividing the number of links in the bicycle facility system by the number of link termini (intersections, cul-de-sacs, and dead-ends). Connectivity for pedestrians shall be measured by computing the number of termini per square mile in the pedestrian facility system. Connectivity for transit is based on the proportion of major activity centers served by fixed route bus service.~~

***

Policy 2-1.3.24: Document Existing Conditions. The City shall continue to document the existing conditions on all arterial and collector roads within the City <u>by monitoring the traffic counts from various sources such as but not limited to, Florida Department of Transportation, Okaloosa County, Emerald Coast Regional Council, and City initiated traffic count studies.</u> ~~in the Annual Transportation Concurrency Analysis.~~ These data shall be used to monitor the operating conditions on Harbor Boulevard/Emerald Coast Parkway and the collector roads and shall <u>inform decisions on how to prioritize funding for projects.</u> ~~be submitted to the Department of Economic Opportunity, FDOT and adjacent jurisdictions as an informational component of the MMTD monitoring requirements.~~

***

Policy 2-1.4.3: Coordinate for Multimodal Facilities and Service to Airport. The City shall coordinate with Okaloosa County to construct multimodal facilities and to provide transit service to Destin Airport property as needed ~~for consistency with the policies associated with the Multimodal Transportation District~~.

***

List of Maps:

Map 2-1: Needed Motor Vehicle Transportation Improvements
Map 2-2: Needed Bicycle/Pedestrian Improvements & Beach/Shoreline Access Points
~~Map 2-3: Multimodal Transportation District (MMTD)~~



SECTION 4. Chapter 5: - CONSERVATION ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

CONSERVATION ELEMENT

***

Policy 5-1.1.4: Reduce Vehicle Emissions Through Transportation and Land Use Planning. The Transportation Element addresses transportation alternatives to automobile use by planning efficient pedestrian and bicycle systems and by evaluating future feasibility for multimodal systems,

including bus transit. ~~N~~New nonresidential and multi-family development and redevelopment within the City ~~*Multimodal Transportation District* or near pedestrian and transit corridors~~ shall incorporate site plan design that enables efficient and convenient pedestrian movement between public sidewalks within rights-of-way and building entrance points that comply with the City's adopted Mobility Plan.

SECTION 5. Chapter 9: - CAPITAL IMPROVEMENTS ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

CAPITAL IMPROVEMENTS ELEMENT

***

TABLE 9-4[1]
TRANSPORTATION LEVEL OF SERVICE STANDARDS1

LOS			
Arterial or State Roads ~~Outside of Multi-Modal Districts~~			
D			
~~Facilities Within~~ Multimodal Transpiration Infrastructure[2] ~~District~~[2]			
Implementation Date	Bicycle	Pedestrian	Transit
Collector Roads			
Adopted (2006)	C	E	F
Adopted (2011)	B	C	E
Adopted (2020)	B	B	C
Harbor Blvd./Emerald Coast Parkway (US Highway 98)			
Adopted (2006)	E	F	E
Adopted (2011)	D	D	C
Adopted (2020)	C	D	B

1 Transportation LOS standards are established for two categories: Roadway LOS and Multimodal LOS. The Roadway LOS is established for all collector roads ~~located outside the multimodal district boundary~~. Refer to the Transportation Element DIA and GOPS and the Glossary for more information concerning these LOS standards and terms.

2 Multimodal LOS: The LOS standard for each mode is based on the initial conditions in the MMTD and shall serve as a baseline to ensure that the LOS mode does not degrade below these levels. Adopted LOS standards are based on the maximum achievable LOS grade given implementation of multimodal improvements on all arterial and collector roads within the City of Destin ~~MMTD~~ and pedestrian-oriented urban design. Establishing interim adopted LOS standards reflects the long-term implementation of multimodal improvements and urban design standards.

SECTION 6. Chapter 12: - ADMINISTRATION ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

ADMINSTRATION ELEMENT

***

OBJECTIVE 12-4.1: PROVIDE A SYSTEMATIC PROCESS. The CMS is intended to provide a systematic process for the review and evaluation of all proposed development for its impact on *concurrency* facilities and services, as required by the Local Government Comprehensive Planning and Land Development Regulations Act, Chapter 163, Part II, § 163.3177 FS.
Facilities in Destin that are subject to these regulations include:

- Potable Water
- Sanitary Sewer
- Solid Waste
- Drainage
- ~~Transportation~~
- Recreation

***

Policy 12-4.1.2: Definitions of Concurrency Management Terms. The following definitions shall apply to concurrency management rules and regulations:

***

Concurrency Facilities: Public facilities and services for which a level of service must be met concurrent with the impacts of development or an acceptable deadline, as mandated in the Comprehensive Plan pursuant to Chapter 163, FS, shall include:

- Potable Water
- Sanitary Sewer
- Solid Waste
- Drainage
- ~~Transportation~~
- Recreation

***

Policy 12-4.1.4: Criteria for *Concurrency* and Final Development Orders. A final development order shall not be granted for a proposed development unless the City finds that adequate capacity for *concurrency* facilities exists at or above adopted level of service in order to accommodate the impacts of the proposed development, or that improvements necessary to bring *concurrency* facilities up to their adopted level of service will be in place concurrent with the impacts of the development.

***

C. Transportation. For transportation facilities (transportation and public transit designated in the adopted Comprehensive Plan), at a minimum, the City shall ensure that the following standards are met to satisfy *concurrency* requirements, unless State authorized exceptions are enacted by the City and duly approved by the State [Cross reference § 9J-20055 (4-7), F.A.C.]:

1. At the time the final development order is issued, the necessary facilities and services are in place.

2. A final development order is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy as provided in the City Five-Year Schedule of Capital Improvements. However, the City at its discretion may require the necessary facilities to be in place before the issuance of a certificate of occupancy if a proposed development lies within a Coastal High-Hazard Area and if such facilities are deemed necessary to assure safe and timely emergency evacuation. The Capital Improvement Program may recognize and include transportation projects included in the first three years of the adopted Florida Department of Transportation Five-Year work program. The Capital Improvements Element must include the following policies:

   a. The estimated date of commencement of actual construction and the estimated date of project completion.

   b. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or public transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the Five-Year Capital Improvements Program.

3. At the time the final development order is issued, the necessary facilities and services are the subject of a binding executed agreement which requires the necessary facilities and services to serve the new development to be in place or under actual construction not more than three years after issuance of a certificate of occupancy.

4. At the time the final development order is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to § 163.3220, FS, or an agreement or development order issued pursuant to Chapter 380, FS, to be in place or under actual construction not more than three years after issuance of a certificate of occupancy.

5. For the purpose of issuing a final development order, a proposed development may be deemed to have a de minimis impact and may not be subject to the transportation *concurrency* requirements, only if all the following conditions are met:

   a. The development proposal is for an increase in density or intensity of less than or equal to twice the density or intensity of the existing development, or for the development of a vacant parcel of land at a residential density of less than four dwelling units per acre or, for non-residential uses, at an intensity of less than 0.1 floor area ratio.

   b. Isolated vacant lots in predominantly built residential areas where construction of a single-family house would be the most suitable use, may be developed for single-family residential under the de minimis exception even if smaller than one-quarter acre in size.

   c. The transportation impact of the proposed development alone does not exceed one percent of the maximum service volume at the adopted level of service standard for peak hour of the affected transportation facility.

   d. With the exception of impacts of a single-family home as described in subsection 5.a. above, the cumulative total transportation impact from the de minimis exemptions shall not exceed 110 percent of the maximum volume at the adopted level of serve of the affected transportation facility.

~~e. No impact shall be de minimis when impacting any portion of Harbor Boulevard/Emerald Coast Parkway, Danny Wuerffel Way, or any other road designated as a hurricane evacuation route if such impact would exceed the adopted level of service standard for these roadways.~~

~~f. The City has adopted within its Comprehensive Plan policies for granting such exemptions.~~

~~D~~C. Potable Water and Sanitary Sewer.

***

Policy 12-4.1.8: Methodology for Determining Demands on Concurrency Facilities.

~~A. Transportation. In determining whether transportation concurrency is met the following criteria shall be used:~~

~~1. For Development Inside the Multimodal Transportation District: All applicants seeking development approval for properties located within the Multimodal Transportation District (MMTD) shall be required to meet the MMTD development standards detailed in the LDC. Additionally, a Transportation Analysis shall be submitted, which shall include a map indicating the distribution of vehicle trips on the surrounding street network as specified in the Land Development Code. The traffic analysis will help the City in determining the overall success of the MMTD in accordance with State requirements.~~

~~2. For Development Outside the MMTD:~~

~~For all new developments seeking development approval for properties located outside the MMTD, which are required to follow the site plan review process, the applicant/developer shall be required to submit a transportation analysis that identifies the development's impact on the City transportation system. The Community Development Director or designated Administrator may also require the submission of a transportation analysis for developments if the site location, anticipated total trip generation, circulation patterns or other such factors warrant a more extensive review of traffic impacts.~~

~~If the preliminary level of service information indicates a deficiency in capacity based on adopted level of service standards, the developer may at his option, prepare a more detailed alternative analysis as described below. If the alternative analysis, after review and acceptance by the Community Development Director or designated Administrator, indicates no deficiency in the capacity based on the adopted level of service standard the results of the alternative analysis will be used. However, the City shall, at its discretion, reserve the option to have the methodology reviewed by a professional transportation engineer or transportation planner prior to accepting the methodology. The cost for such review shall be borne by the applicant.~~

~~The transportation analysis shall follow the requirements:~~

~~a. Trip Generation. Trip Generation will be based on the guidelines and rates published in the latest edition of ITE's Trip Generation Manual. Transportation impact analysis will be based upon the PM peak hour, peak direction volume of adjacent roadways. Trip generation of redevelopment projects will be based upon net project trips. Net project trips will be estimated by subtracting trips generated by existing site development from trips estimated for the proposed development.~~

~~b. Mixed Land Uses. Projects with a mix of land uses may apply an internal capture rate based on original or published land use analysis (e.g. planned unit developments (PUD) or office buildings with support services such as banks). Internal capture rates must be justified by the applicant.~~

~~Published empirical data used to estimate internal capture rates should be from a source generally acceptable to the transportation planning profession. Internal capture rates should be derived from similar land uses located in similar urban environments. Other land uses that by definition (in the ITE Trip Generation) contain a mix of land uses should not apply an internal capture rate, (e.g., planned unit developments (PUD) or office buildings with support services such as banks and restaurants). Internal capital rates for mixed use developments rarely exceed 20 – 25 percent of gross project trips. If Internal capture rates for mixed use developments exceed 25 percent of gross project trips the applicant will have to justify the rate to and receive approval from the City.~~

~~c. Pass-by and diverted trip credits. Credit for pass-by and diverted trips may be allowed for retail and some commercial uses (e.g., fast-food restaurants, service stations and drive-in banks). Pass-by and diverted trip rates must be justified by the applicant. The percent of pass-by trips should generally not exceed 10 percent of adjacent street traffic or 25 percent of the project's net external trip generation potential. If either or both of these percentages are exceeded the applicant will have to justify the rate(s) to and receive approval from the City.~~

~~d. Trip Distribution and Assignment. Trip distribution and assignment will follow the procedures as outlined in the FDOT Site Impact Handbook for manual assignments. A manual distribution assignment process, based on local knowledge of travel patterns may be applied. The applicant's traffic distribution and assignment methodology will include clear justification for assumptions used.~~

~~e. Site Impact Area Methodology. Determination of a proposed project's transportation impact area will be based on the magnitude and extent of impact. The project area of influence shall include all major transportation facilities as identified in the City or County comprehensive plan, where project traffic is equivalent to five percent of the new trips generated by that project. This determination will be based on the trip generation, distribution and assignment methodology described above.~~

~~f. LOS Analysis. A LOS analysis will be conducted by the developer for all projects that do not qualify as a de minimis impact, as defined within the Land Development Code to determine the effects of development proposals on the operating characteristics of all major collectors and arterials within a project's area of influence. The latest version of FDOT's arterial analysis software (Art-Plan) will be used. If an alternate analysis is performed, the latest version of SYNCHRO will be the traffic operational model used for this analysis. Traffic volumes used for this analysis will include existing background traffic plus vested and committed development trips, which have been approved by the jurisdictional authority, which govern the project.~~

~~3. Unified Transportation Concurrency Management System. Pursuant to Transportation Element Policy 2-1.5.7 and the Unified Transportation Concurrency Management System (UTCMS) Inter-local Agreement between the City of Destin and Okaloosa County, the City will provide Okaloosa County with monthly updates regarding the status of approved development orders in the UTCMS area. The UTCMS area is specifically described as the area bounded by Choctawhatchee Bay on the north, East Pass on the west, the Gulf of Mexico to the south, and the Walton County line to the east, an area comprised of the entire city limits of the City of Destin and a portion of unincorporated Okaloosa County.~~

~~B~~A. ~~Other~~ Facilities.

SECTION 6. Chapter 13: - GLOSSARY of the Comprehensive Plan: 2020 is hereby amended as shown below.

GLOSSARY

***

MMTD: Multimodal Transportation District (replaced with the adopted Mobility Plan)

SECTION 7. TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY. The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning Agency, in accordance with the Community Planning Act.

SECTION 8. 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 9. 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 Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

All prior inconsistent ordinances and resolutions adopted by the City of Destin City Council, or parts of ordinances or resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

SECTION 10. 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 11. 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 12. EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after the State Planning agency notifies the City that the plan amendment package transmitted by the City is complete, 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 that the Administration Commission enters a final order determining 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 has become 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.

DRAFT

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

Attachment B

City of Destin: Strategic Plan

VISION 2027

DESTIN 2027 is a
WORLD CLASS BEACH and
WORLD CLASS FISHING
COMMUNITY providing a
UNIQUE RESORT EXPERIENCE

DESTIN 2027 has an
AUTHENTIC HISTORIC HARBOR and
QUALITY RESIDENTIAL CHOICES
With *EASY MOBILITY*

Residents take PRIDE IN DESTIN

GOALS 2017

Financially Sound City providing Service Values

World Class Beach and Fishing

Quality Development and Revitalization

Improved Mobility and Connectivity

Expanded Community Amenities for Residents and Guests

POLICY AGENDA 2012 – 2013

Top Priority

Long Range Financial Plan: Development

Norriego Point Stabilization: Funding, Permitting

Town Center CRA: Deficit, Funding

Safe Pedestrian Crossing for U.S. 98: Evaluation, Direction

Marler Street Parking Lot and Pedestrian Crossing: Funding

Comprehensive Plan: Revision

High Priority

Recreation Fees: Evaluation, Direction (link to cost recovery)

* Tier III Development Projects: Direction, Clarification of Public Benefits

City Engineer: Evaluation, Direction, Funding

Harbor Master: Evaluation, Direction

Harbor District Improvements: Phase II

Sport Tourism Expansion Plan: Development

MANAGEMENT AGENDA 2012 – 2013

Top Priority

East Pass Inlet Management Plan: Negotiation with DEP

Norriego Point Recreation Area Park Management: Development

Harbor Dredging/5 Year Permit

Community Center Water Infiltration Solution (Roof)

Development Review: Process Improvement

High Priority

Plan for Restore Act: Development

Biennial Citizen Survey: Funding, Direction

Commercial Recycling Program: Code Changes

County Transit Service/Transit Stops

Code Enforcement: Compliance, Evaluation, Funding

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ITEM # 2025-776

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

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

FROM: David Prichard, Community Development Director

DATE: June 30, 2025

SUBJECT: First reading of proposed Ordinance 25-15-CC - Amending Chapter 14 *"Offenses and Miscellaneous Provisions"* of the Code of Ordinances, establishing that solicitation canvassing and/or vending on the beach without a permit is a misdemeanor offense; and providing for penalties consistent with state law.

I. BACKGROUND: Section 162.22, Florida Statutes, entitled "Designation of enforcement methods and penalties for violation of municipal ordinances" provides that:

[t]he governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed $500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days….

II. DISCUSSION: It is the intent of this proposed Ordinance 25-15-CC to authorize the Okaloosa County Sheriff's Office to make misdemeanor arrests for unpermitted solicitation, canvassing or vending on beaches within the City of Destin, as such terms are defined in the ordinance. Nothing in the proposed ordinance abrogates the City's ability to enforce its prohibitions on soliciting, canvassing or vending on the beach without a permit by any other means available to the City in law or equity.

In addition to defining relevant terms, the proposed ordinance provides as follows: Solicitation, canvassing and/or vending on the beaches of the City of Destin are prohibited without a permit from the City. Solicitation, canvassing and/or vending on the beach in the City of Destin shall be a misdemeanor punishable by a fine not to exceed $500, and a sentence to a

definite term of imprisonment, not to exceed 60 days, in addition to all other penalties set forth in this Code and in the City's Land Development Code.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: Council Member Dewey Destin

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve Ordinance 25-15-CC on first reading.

Attachments:

1. Misdemanor Vending Ord 25-15-CC

ORDINANCE NO. 25-15-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; AMENDING CHAPTER 14 "OFFENSES AND MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES; PROVIDING DEFINITIONS; ESTABLISHING THAT SOLICITATION, CANVASSING AND/OR VENDING ON THE BEACH WITHOUT A PERMIT IS A MISDEMEANOR OFFENSE; PROVIDING FOR PENALTIES CONSISTENT WITH STATE LAW; 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 162, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, section 162.22, Florida Statutes, entitled "Designation of enforcement methods and penalties for violation of municipal ordinances**"** provides that:

> *[t]he governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed $500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days….*

WHEREAS, the tranquility, environmentally sound, and orderly and safe use of City beaches is of prime importance to the city, its citizens and visitors; and

WHEREAS, the City Council of the City of Destin recognizes that unregulated solicitation, canvassing and/or vending on the beach impacts the health, safety and welfare of the city's residents, property owners, and visitors; and

WHEREAS, it is therefore necessary and in the interest of the public health, safety and welfare to prohibit unauthorized solicitation, canvassing and vending at the beach; and

WHEREAS, the City has experienced increased instances of unpermitted businesses soliciting, canvassing and vending on City beaches; and

WHEREAS, the City Land Development Code prohibits unpermitted soliciting, canvassing and

vending on the beach but the City has faced challenges in obtaining compliance through other means and therefore the City Council seeks to provide authorization in the City's Code of Ordinances to the Okaloosa County Sheriff's Office to make misdemeanor arrests for unpermitted soliciting, canvassing and/or vending on City beaches; and

WHEREAS, the City Council has determined that this ordinance is in the best interests of the City and its citizens; and

WHEREAS, two public hearings have 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. AMENDING CHAPTER 14 "OFFENSES AND MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES:

Chapter 14 of the Code of Ordinances is hereby amended as follows:

***

CHAPTER 14. OFFENSES AND MISCELLANEOUS PROVISIONS

***

<u>ARTICLE VIII. – UNPERMITTED SOLICITATION, CANVASSING AND/OR VENDING ON CITY BEACHES</u>

***

<u>Sec. 14-208. -Legislative intent.</u>

<u>It is the intent of this Chapter 14, Article VIII to authorize the Okaloosa County Sheriff's Office to make misdemeanor arrests for unpermitted solicitation, canvassing or vending on beaches within the City of Destin, as such terms are defined herein. Nothing herein shall abrogate the City's ability to enforce its prohibitions on soliciting, canvassing or vending on the beach without a permit by any other means available to the City in law or equity.</u>

<u>Sec. 14-209. - Definitions.</u>

<u>The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:</u>

<u>Beach</u><u>: The zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. "Beach," as used in the coastal management element</u>

requirements, is limited to Gulf and estuarine shorelines.

Soliciting, canvasing: Any act, delivery, or exchange either not initiated by the prospective customer or which directs attention to any business, mercantile, or commercial establishment that is engaged in the sale of food or retail goods.

Vending: The rental or sale of food or retail goods.

Sec. 14-210 - Unpermitted Solicitation, Canvassing and/or Vending is a Misdemeanor.

Solicitation, canvassing and/or vending on the beaches of the City of Destin are prohibited without a permit from the City. Solicitation, canvassing and/or vending on the beach in the City of Destin shall be a misdemeanor punishable by a fine not to exceed $500, and a sentence to a definite term of imprisonment, not to exceed 60 days, in addition to all other penalties set forth in this Code and in the City's Land Development Code.

***

SECTION 4. INCORPORATION INTO CITY 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. 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.

(Signature Page Follows)

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.

_____
Bobby Wagner, Mayor

ATTEST:

_____
Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only.

_____
Kimberly Romano Kopp, City Attorney

First Reading: July 7, 2025
Second Reading:

ITEM # 2025-775

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 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 27, 2025

SUBJECT: Second reading of proposed 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.

The City Council voted 6-0 in favor of approval at the first reading on June 16, 2025.

IV. RECOMMENDED MOTION: I move that the City Council adopt 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.

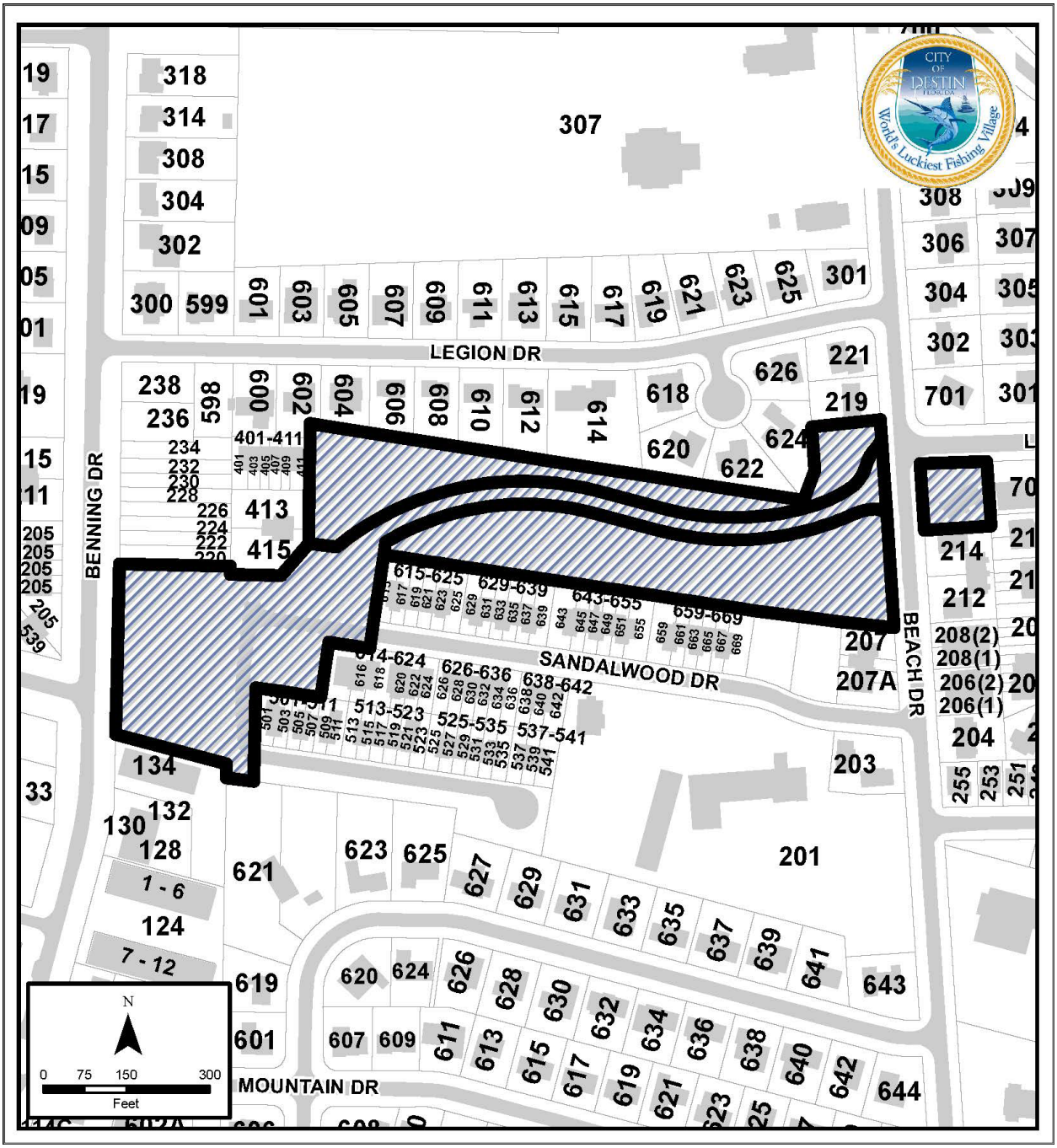
_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

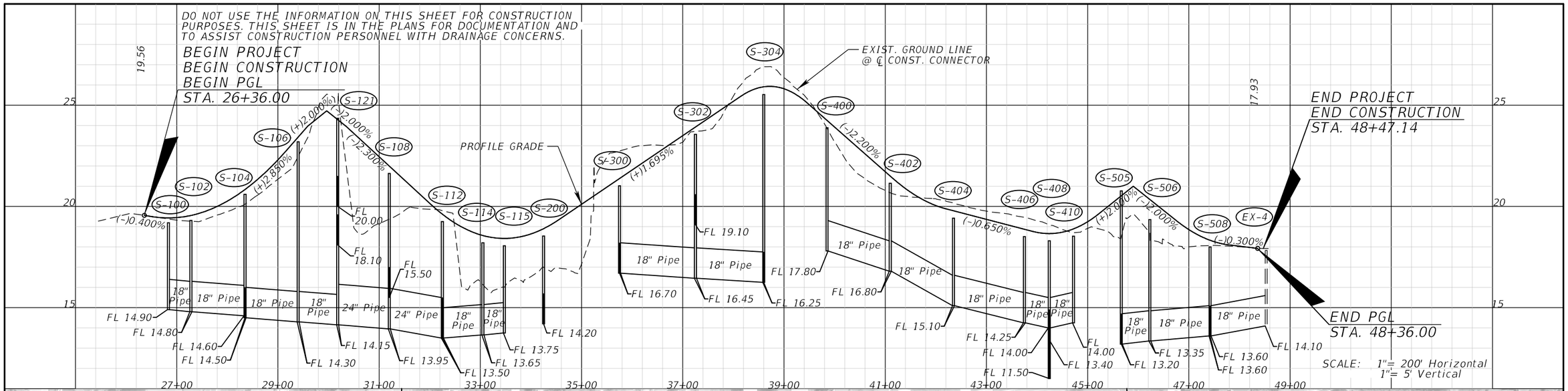
First Reading: _____
Second Reading: _____

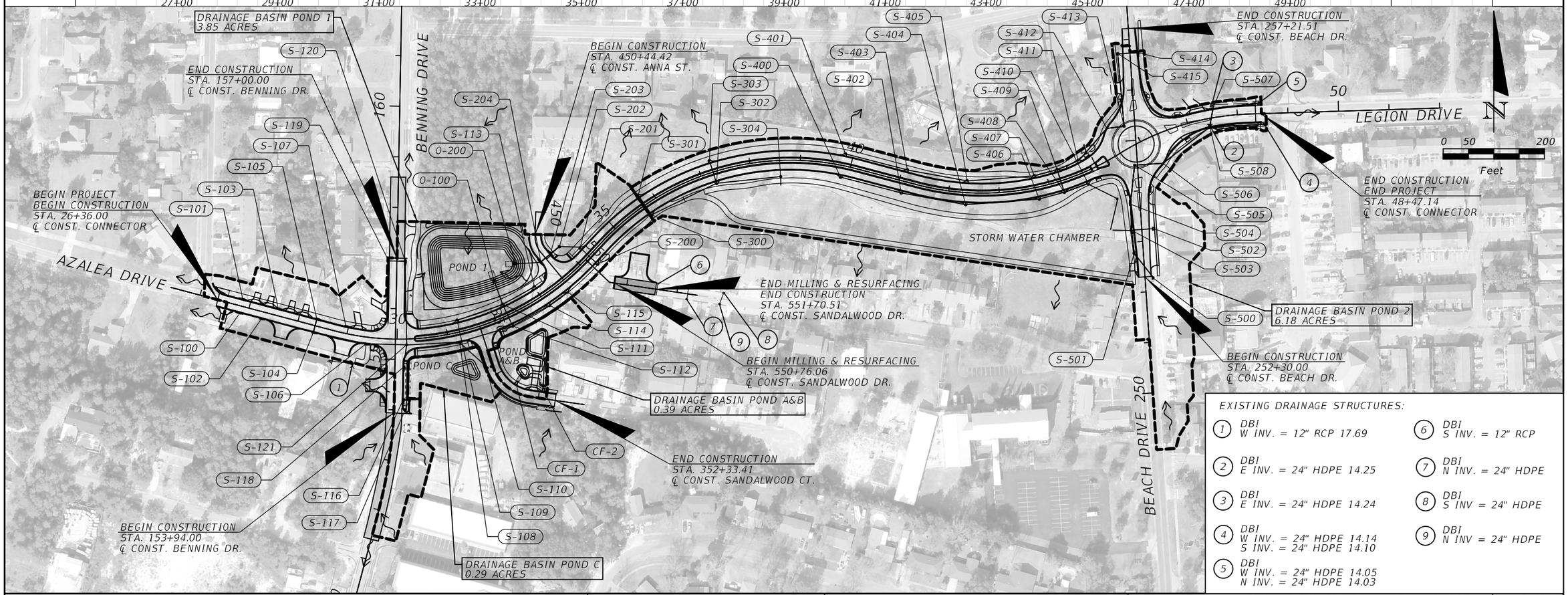
EXHIBIT A

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

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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

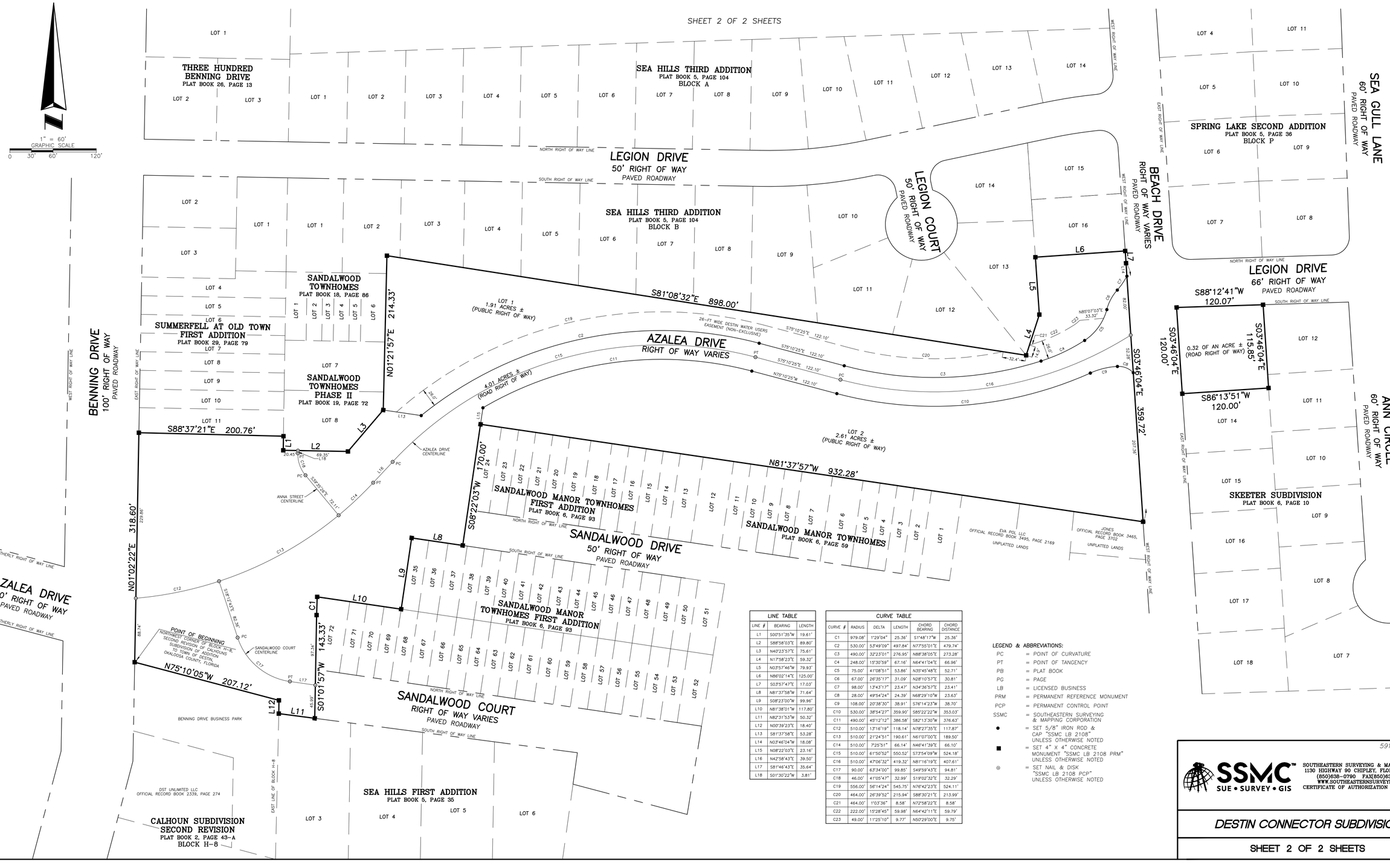
PRELIMINARY PLAT

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

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(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 # 3749313 BT: PB B: 32 P: 8
04/22/2025 11:43:04 AM Total Pages: 2
Fees: $45.00
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 06, 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.

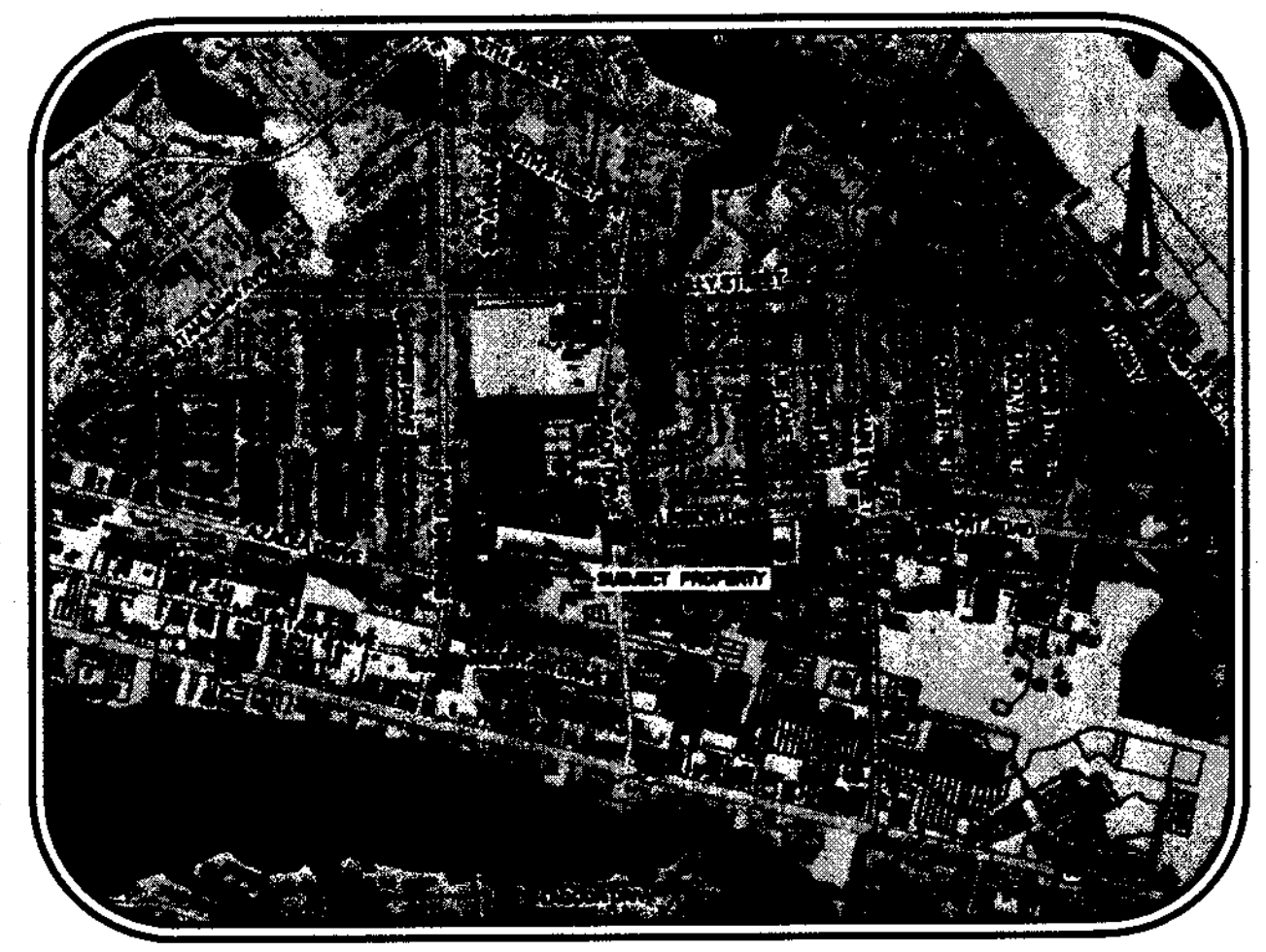
SUBJECT TO AZALEA DRIVE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.

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 21st, 2025.

BY: ____________ CITY MAYOR
BY: ____________ 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 ____________

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, 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 27th 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 22 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

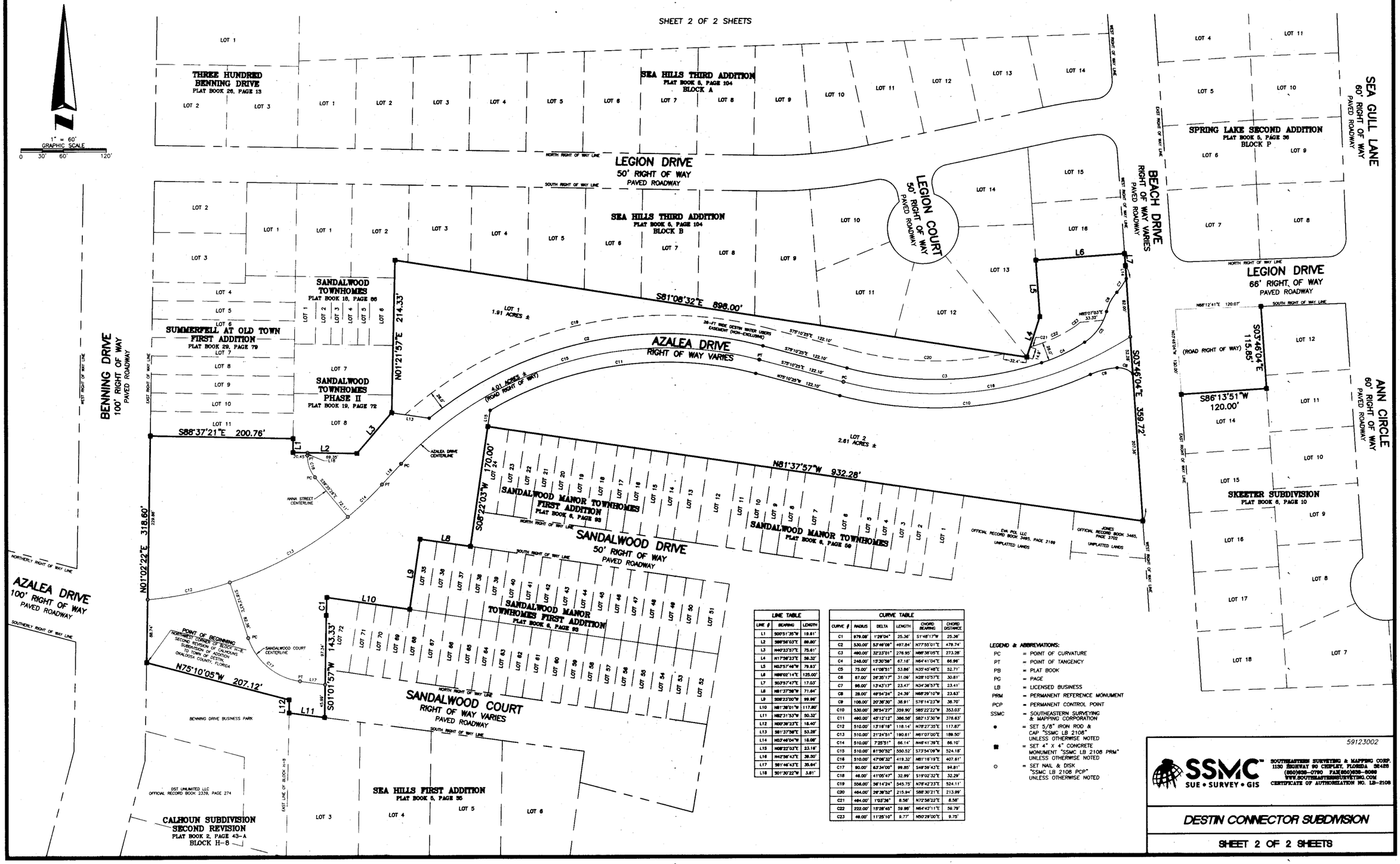
SSMC SUE • SURVEY • GIS
SOUTHEASTERN SURVEYING & MAPPING CORP.
1130 HIGHWAY 90 CHIPLEY, FLORIDA 32428
(850)638-0790 FAX(850)638-8089
WWW.SOUTHEASTERNSURVEYING.COM
CERTIFICATE OF AUTHORIZATION NO. LB-2108

DESTIN CONNECTOR SUBDIVISION

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.

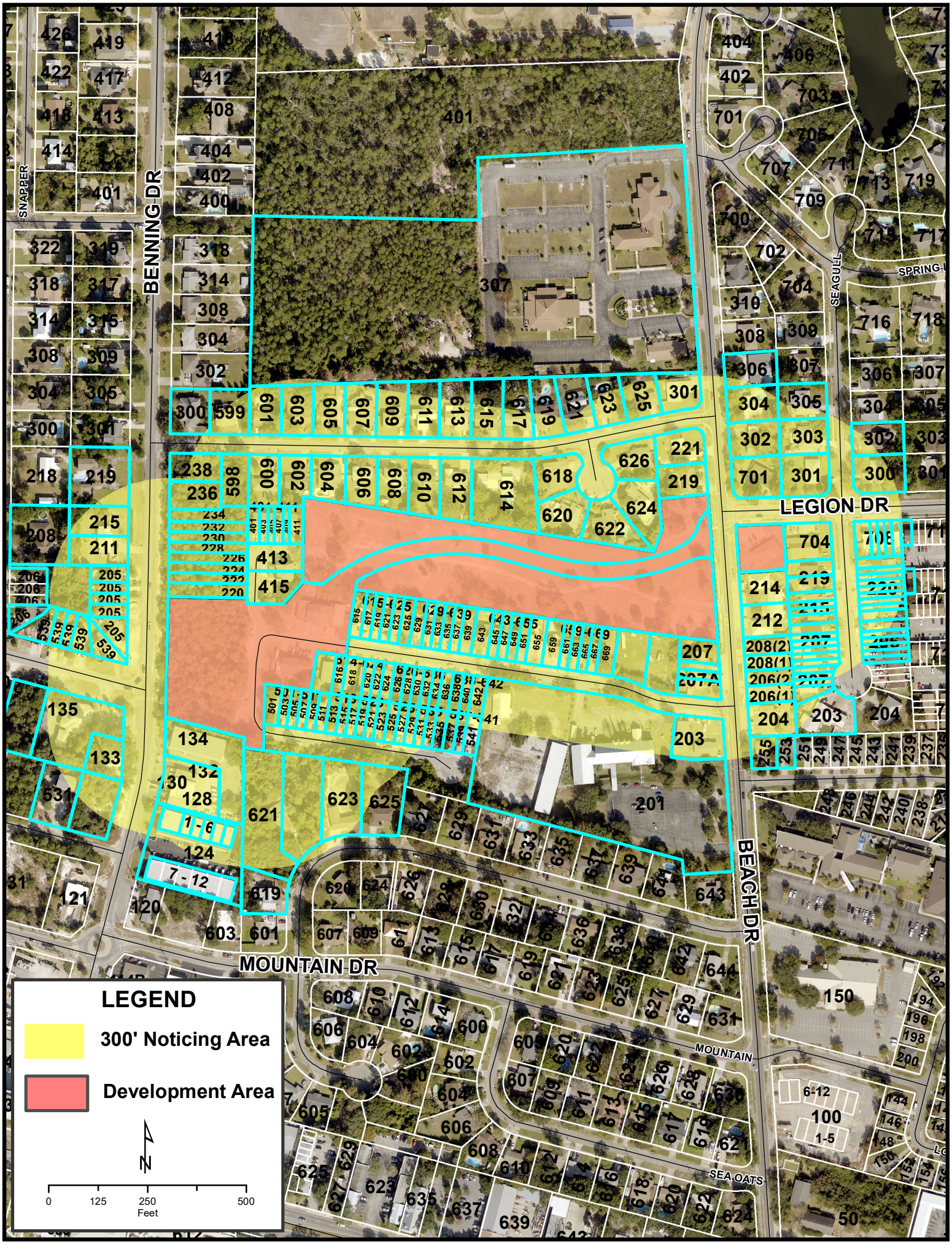
7. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: http://www.cityofdestin.com/forms.aspx?fid=121

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

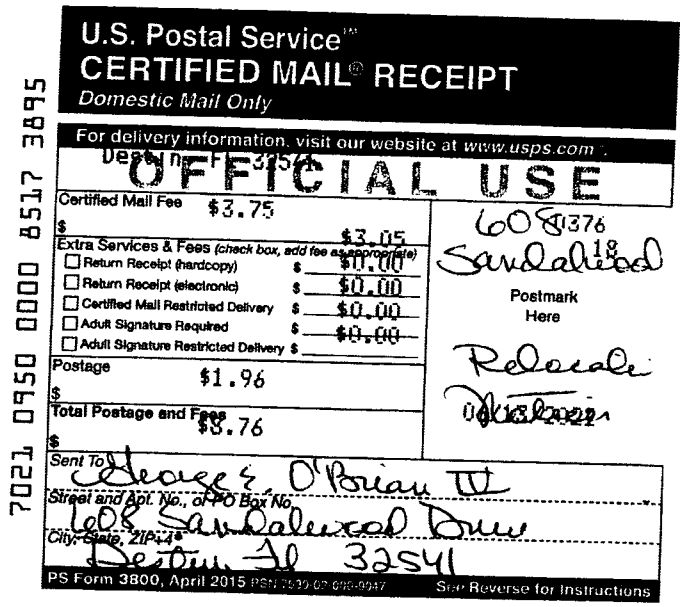
EQUALS: AMOUNT OF RENTAL ASSISTANCE PAYMENT $ 37,800.00

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

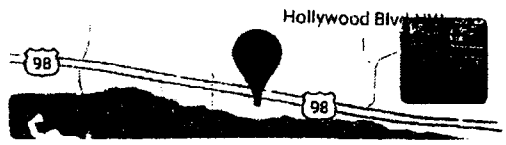
$150.00

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

Tenant Initials: GEOI Tenant Initials: _____ Tenant Initials: _____

Tenant Initials: _____ Owner/Agent Initials: CB

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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).

Tenant Initials: GEOI Tenant Initials: _____ Owner/Agent Initials: CB

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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

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

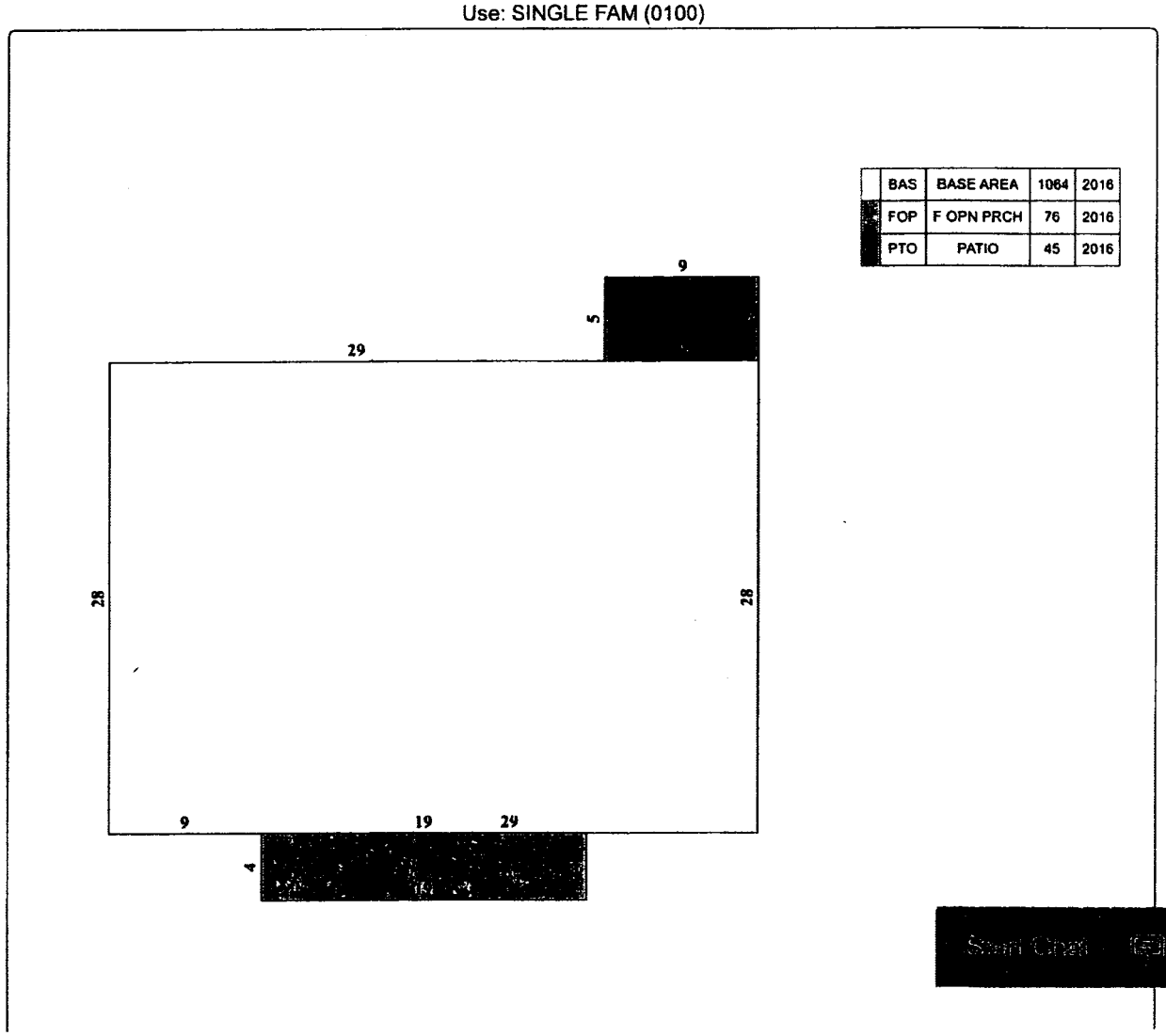
[redacted]

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

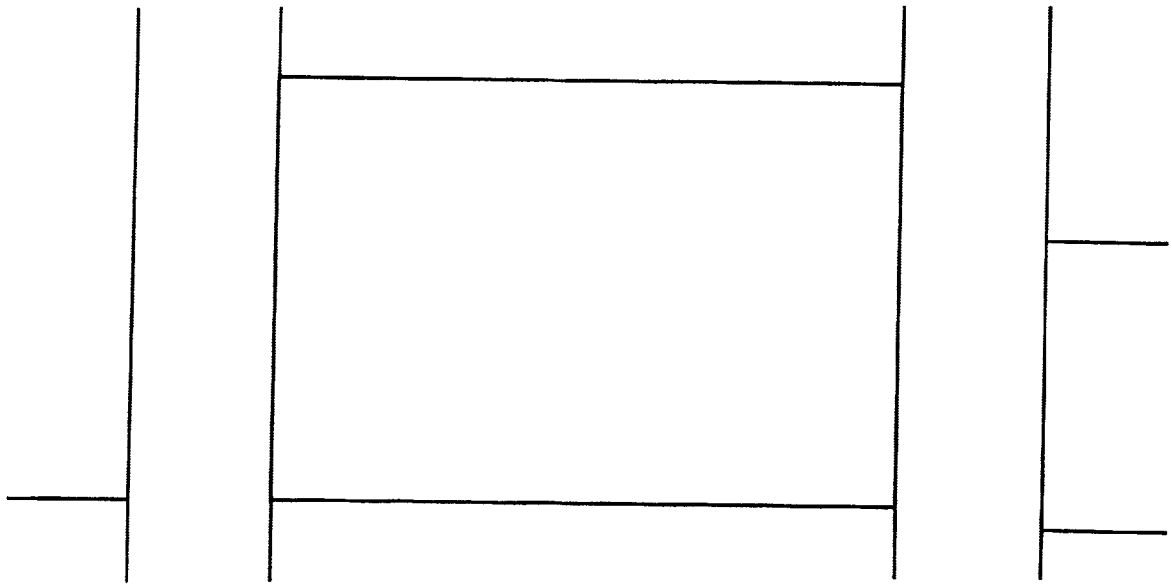
Land

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)

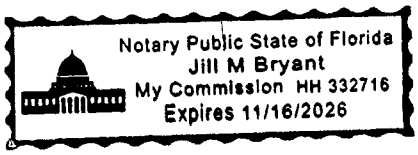
Print Name: Marsha Hayes

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)



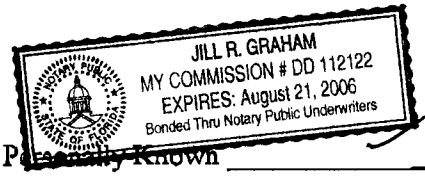
Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

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.

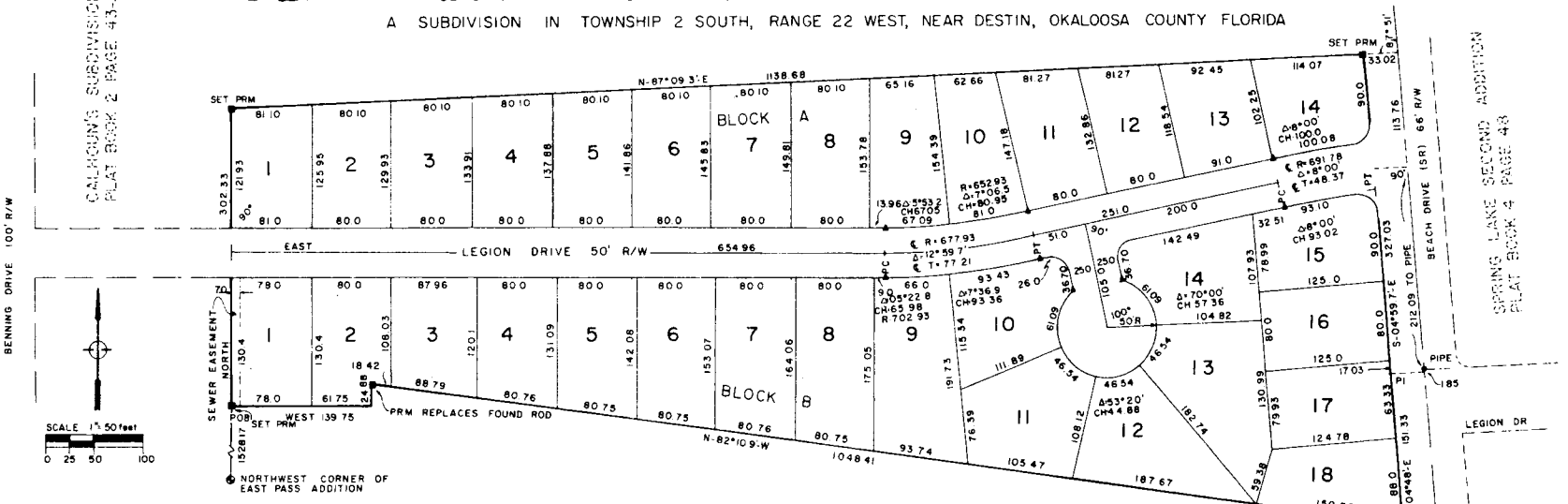
To Have and to Hold, the same in fee simple forever.

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

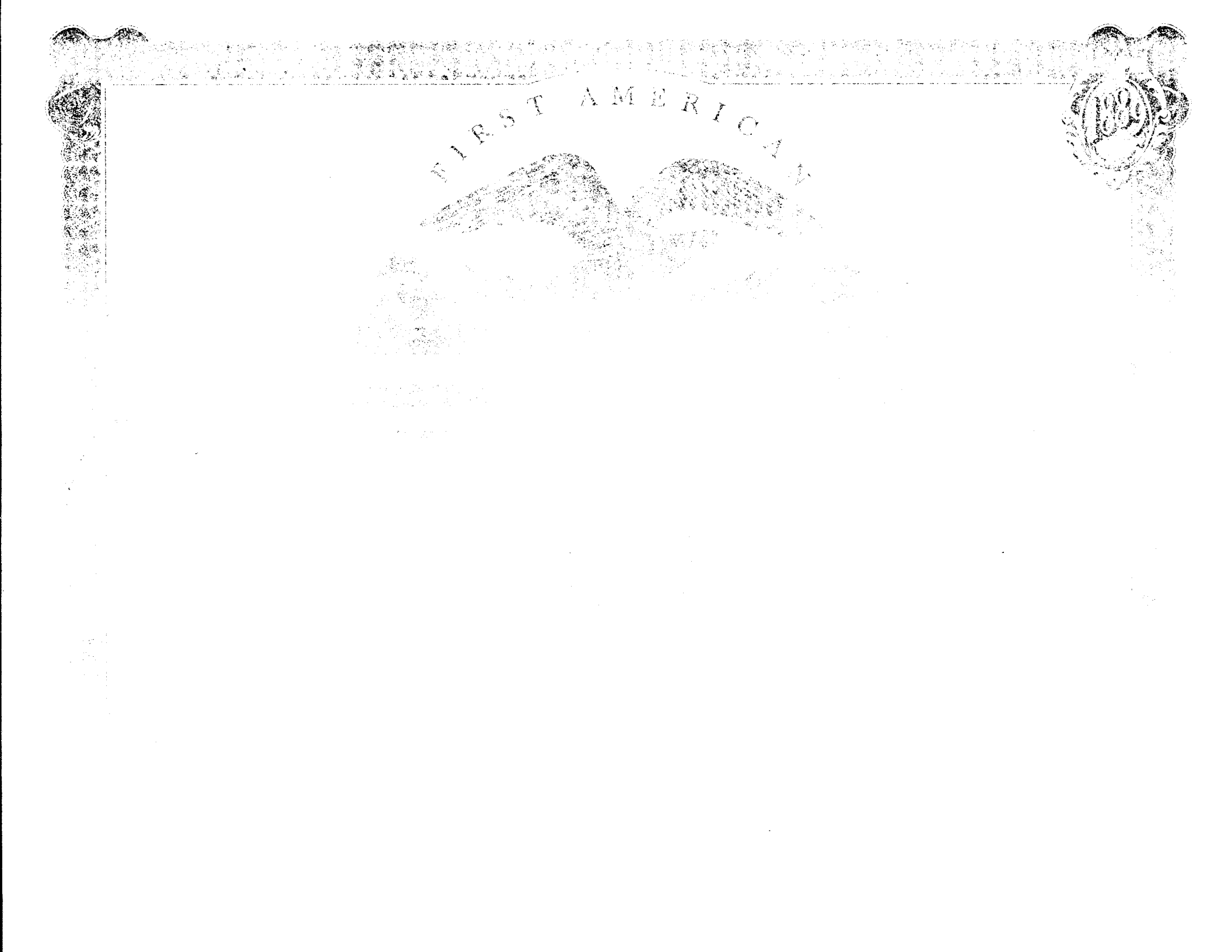
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not 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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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.

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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

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 # 2025-630

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.F.

TO: City Council

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

FROM: David Prichard, Community Development Director

DATE: June 27, 2025

SUBJECT: Second reading of Proposed Ordinances 25-04-LC – Amending the official zoning map as referenced in the LDC, Section 7.12.01 (A)2, 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, 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 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.

The City Council voted 6-0 in favor of approval at the first reading on June 16, 2025.

IV. RECOMMENDED MOTION: I move that the City Council adopt 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.

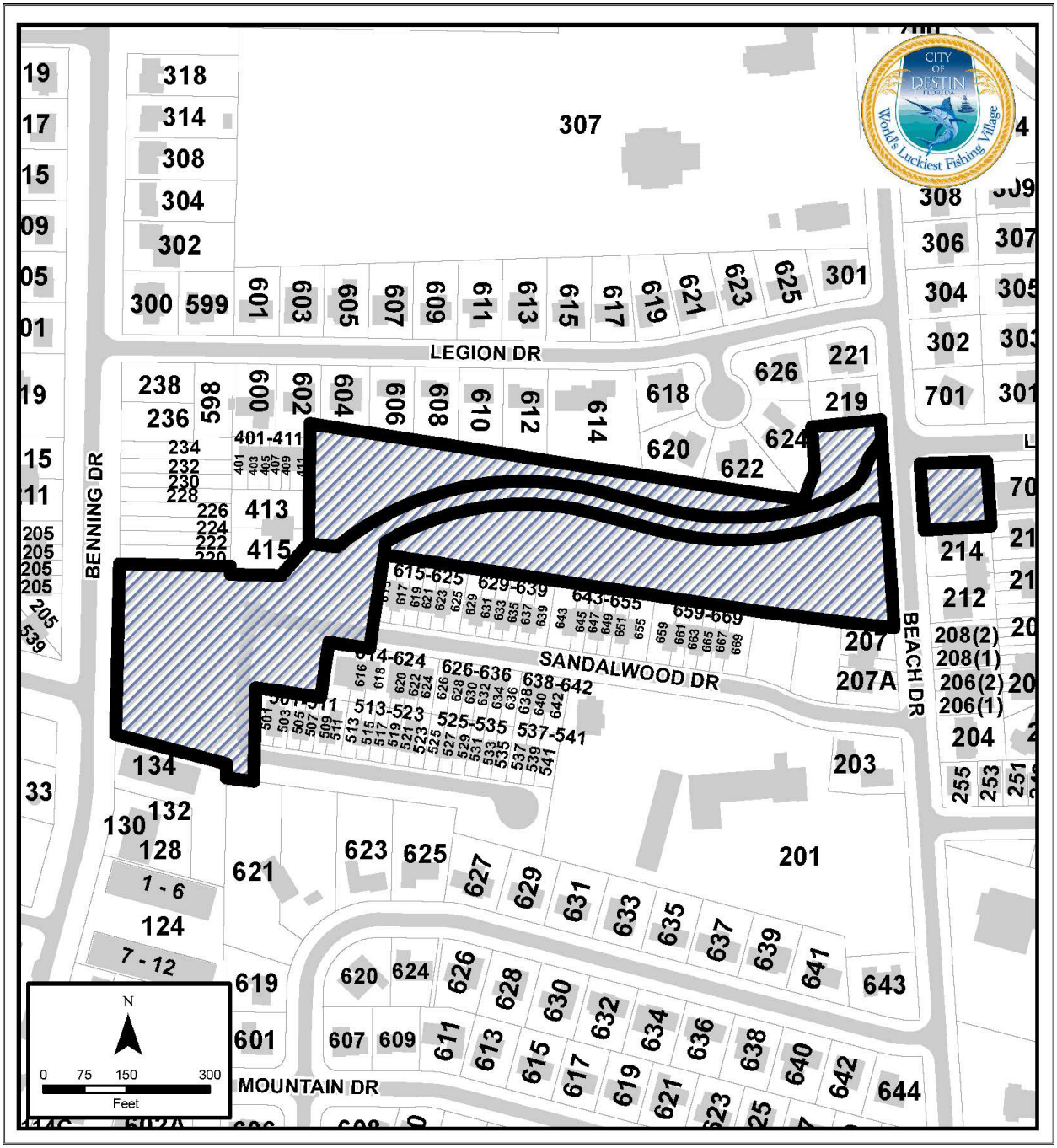
_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

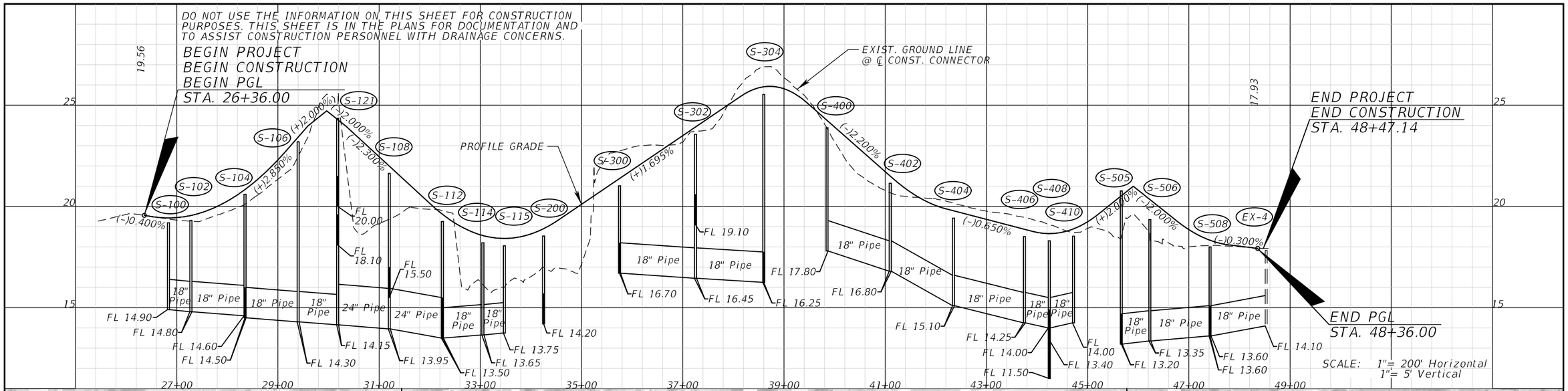
First Reading:_____
Second Reading: _____

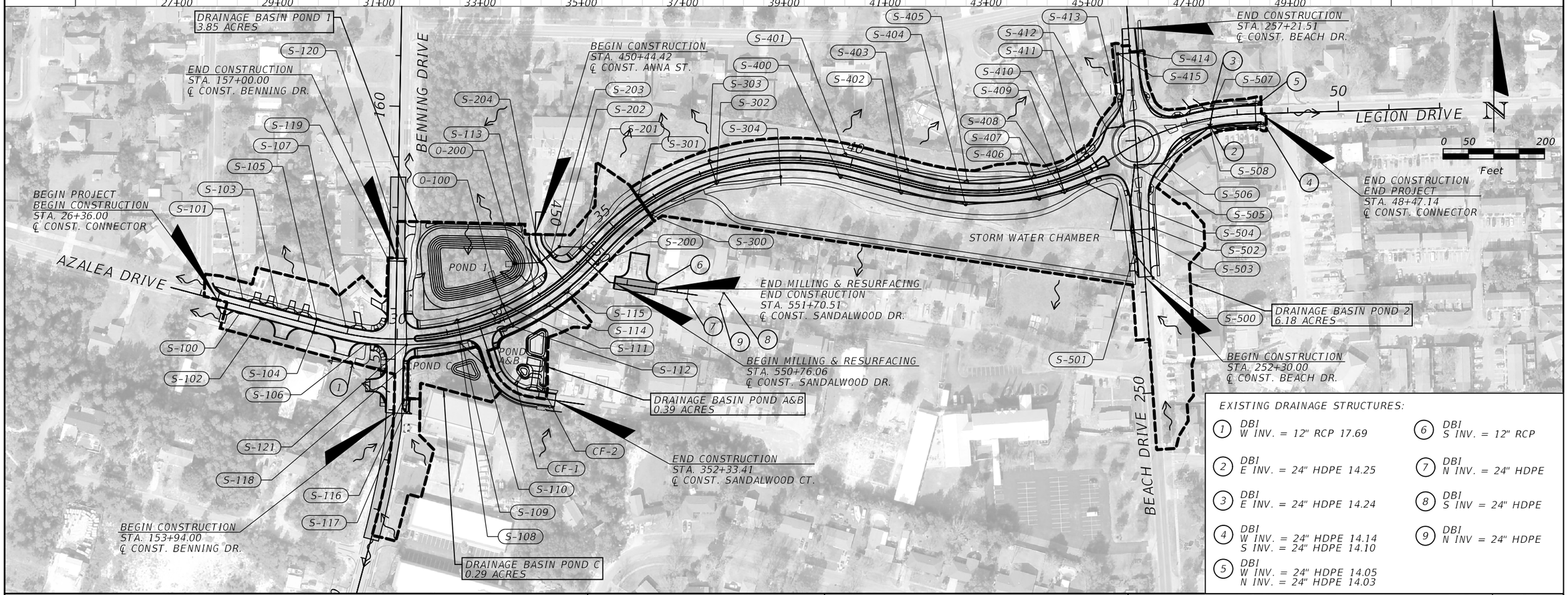
EXHIBIT A

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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CERTIFICATE OF AUTHORIZATION NO. LB-2108

DESTIN CONNECTOR SUBDIVISION

SHEET 1 OF 2 SHEETS

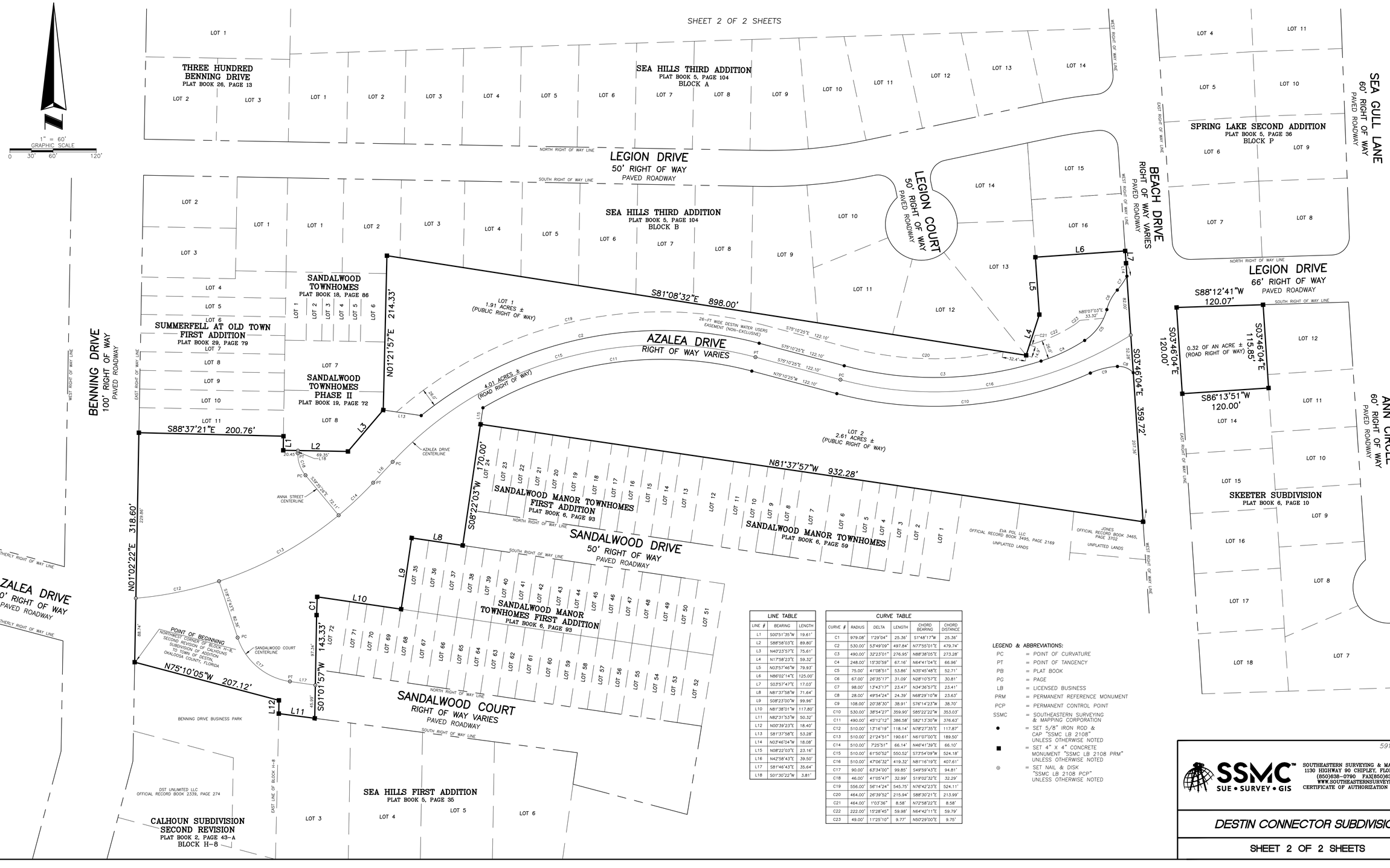
PRELIMINARY PLAT

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

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DESTIN CONNECTOR SUBDIVISION

SHEET 2 OF 2 SHEETS

File # 3749313 BT: PB B: 32 P: 8
04/22/2025 11:43:04 AM Total Pages: 2
Fees: $45.00
Brad E Embry, Clerk of Circuit Court & Comptroller
Okaloosa County, FL

PLAT BOOK 32, PAGE 8.

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

DESCRIPTION

(PER FIRST AMERICAN TITLE INSURANCE COMPANY – FILE NUMBER: 1054-6104736
DATED: DECEMBER 06, 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:

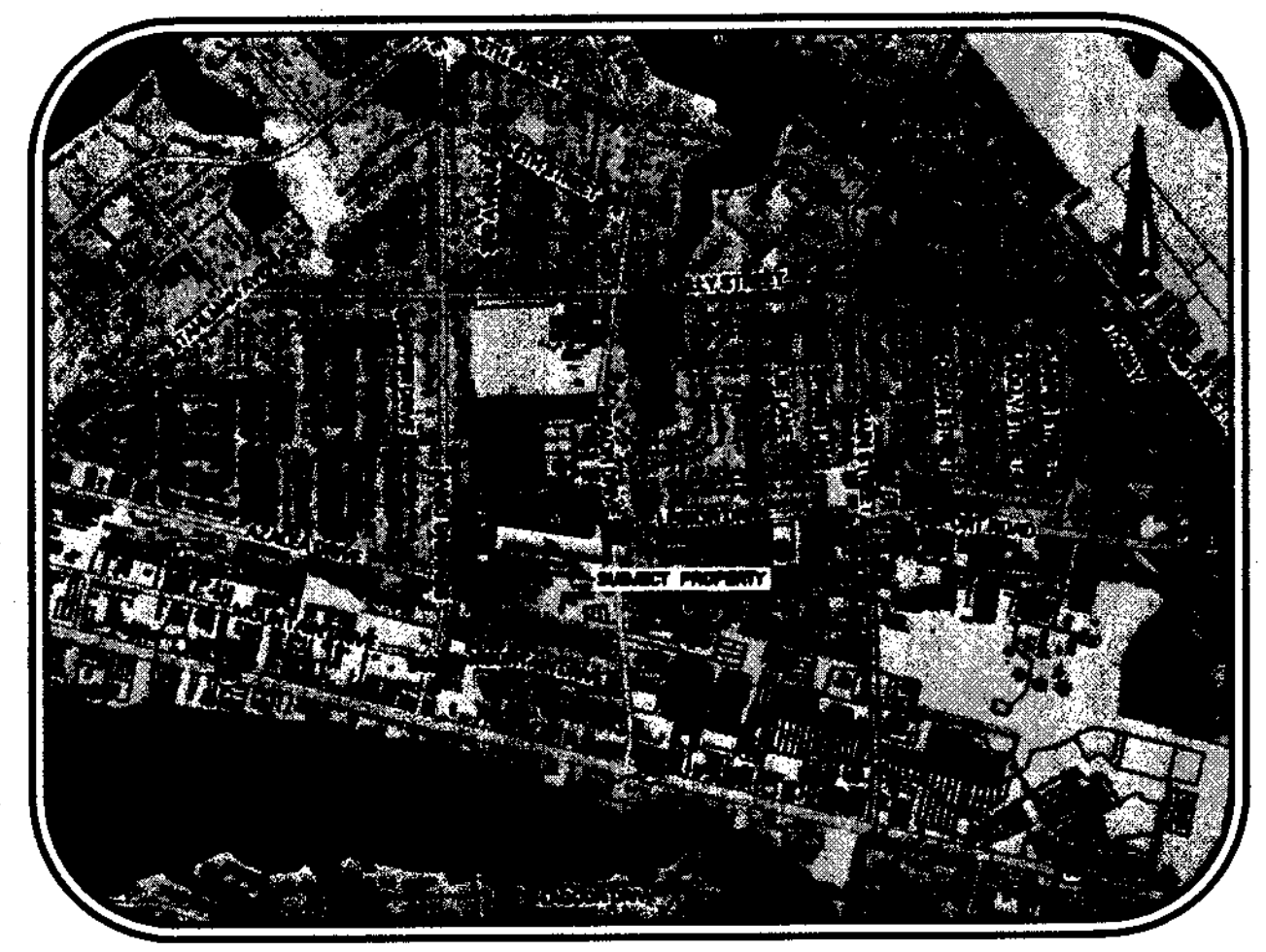
BEGIN AT THE NORTHWEST CORNER OF BLOCK H-8, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGE 43-A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF AZALEA DRIVE (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 ______________.

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 21st, 2025.

BY: ______________ CITY MAYOR
BY: ______________ 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 ______________

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, 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 27th 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 22 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

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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

PREPARED BY
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES
CERTIFICATE OF AUTHORIZATION NUMBER LB2108
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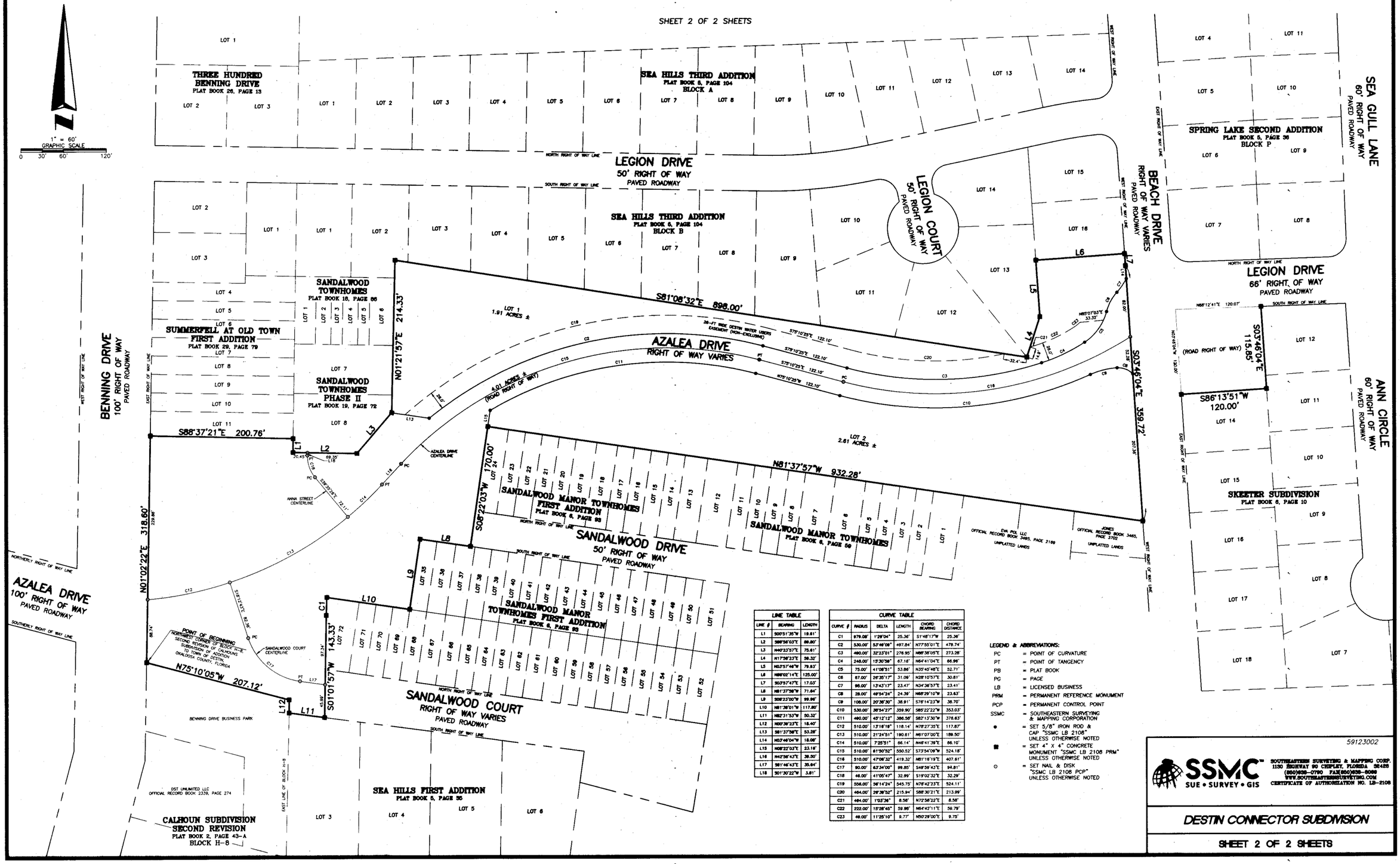
PHONE (850) 638-0790 FAX (850) 638-8069

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.

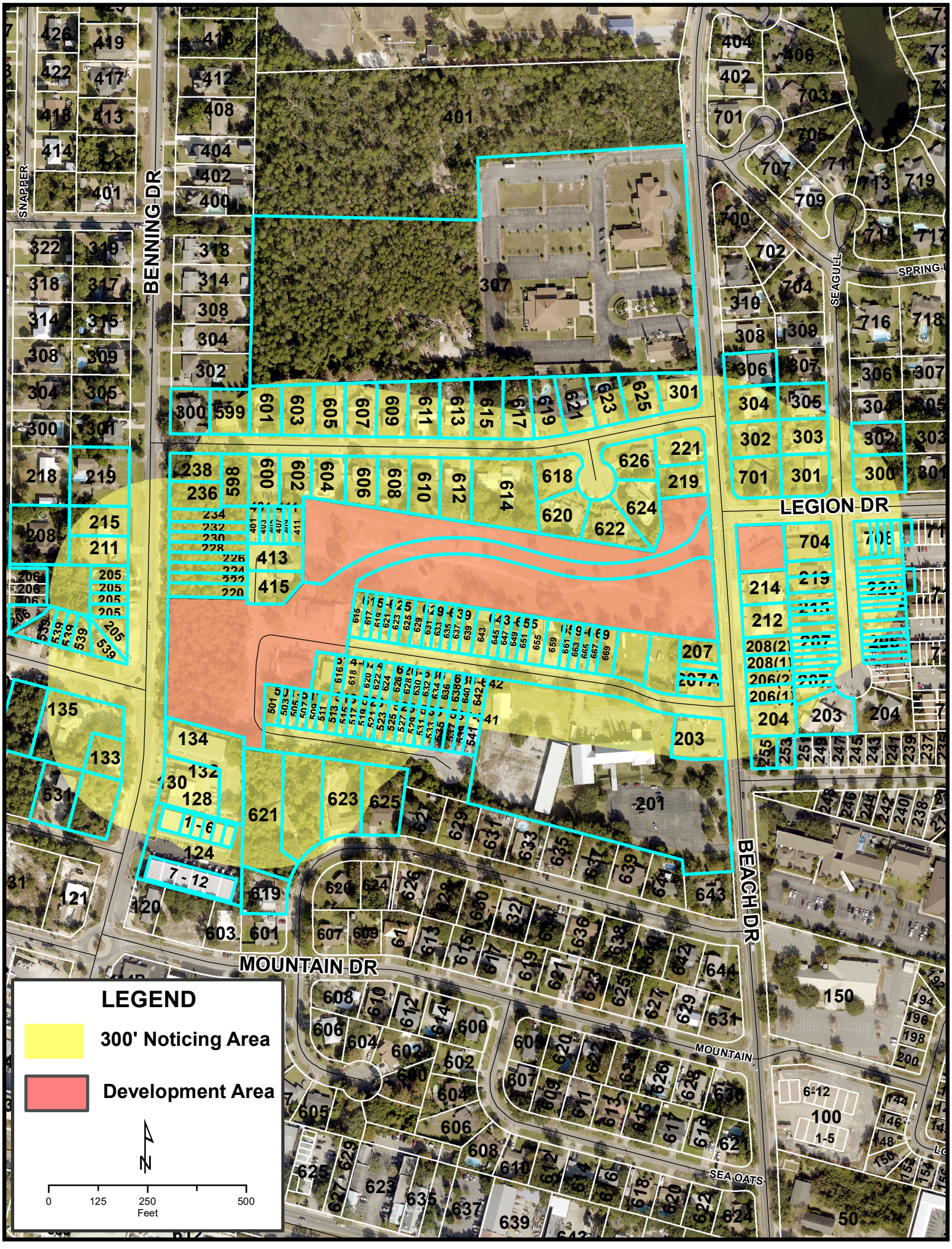
7. Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: http://www.cityofdestin.com/forms.aspx?fid=121

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.

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

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)

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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

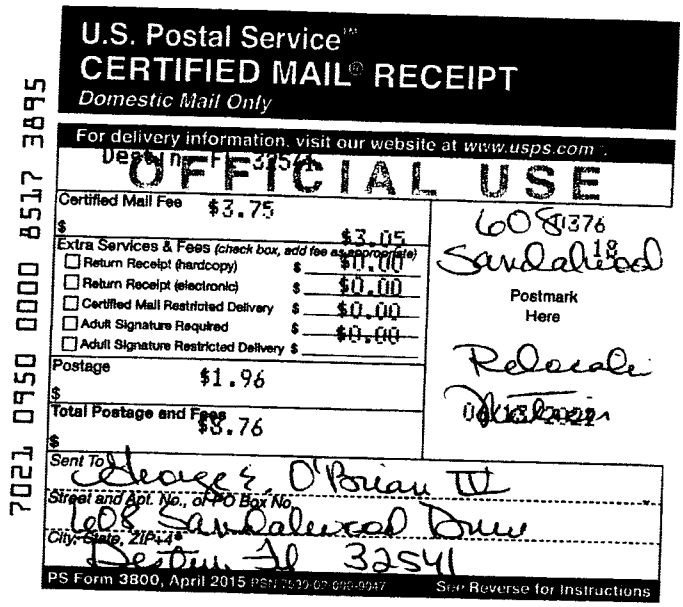
EQUALS: AMOUNT OF RENTAL ASSISTANCE PAYMENT $ 37,800.00

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

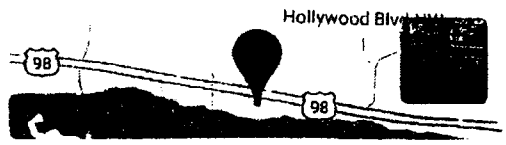
$150.00

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

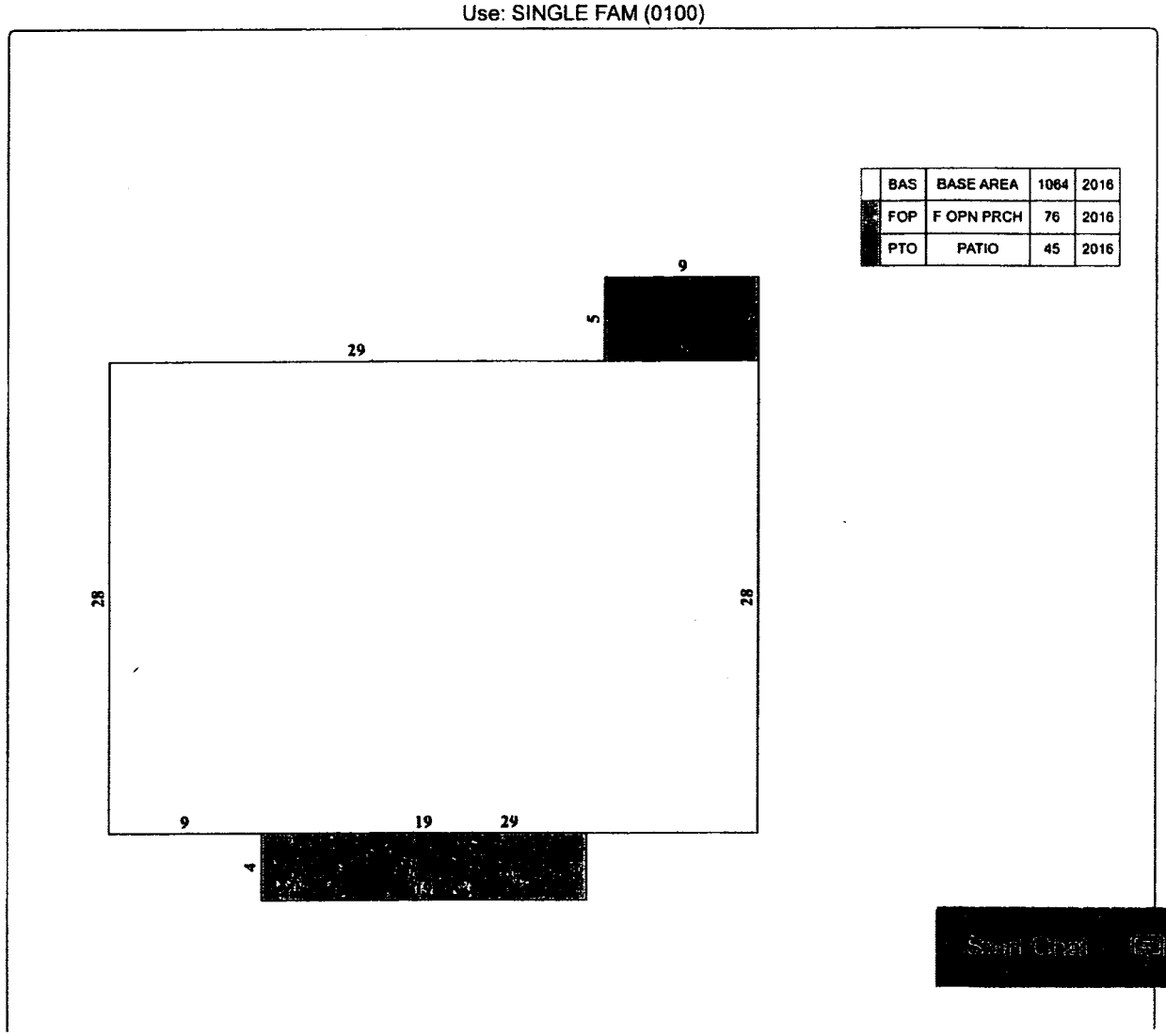
[redacted]

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

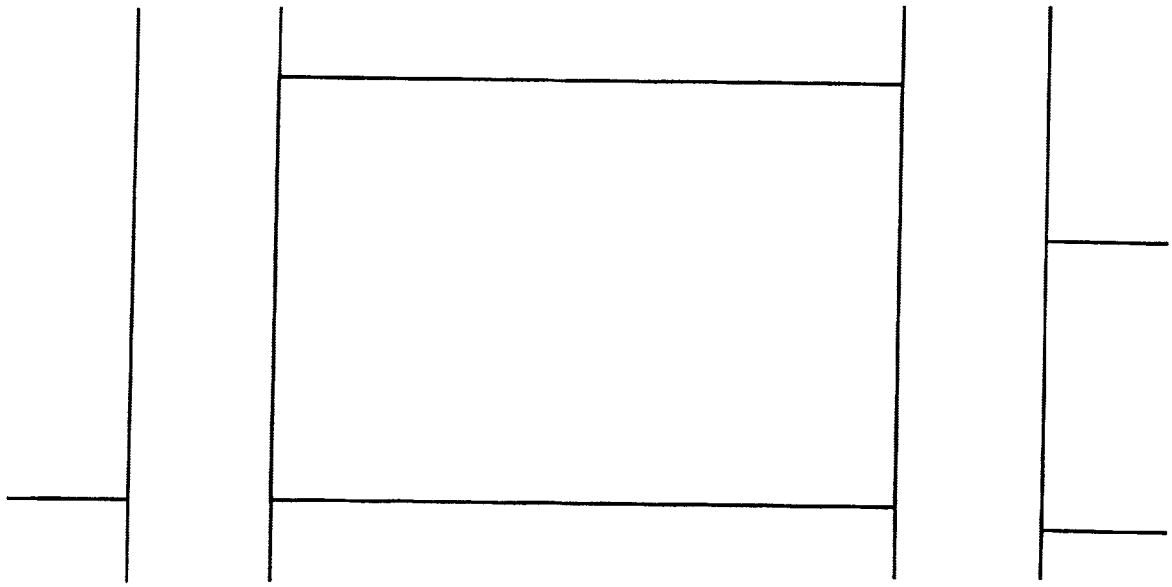
Land

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)

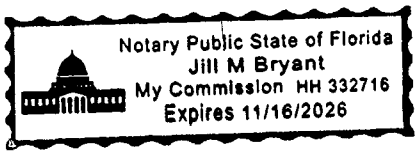
Print Name: Marsha Hayes

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)



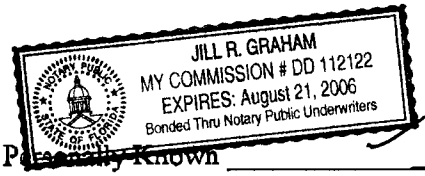
Notary Public-State of Florida
My Commission Expires: 8/21/06
Commission Number: DD112122

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.

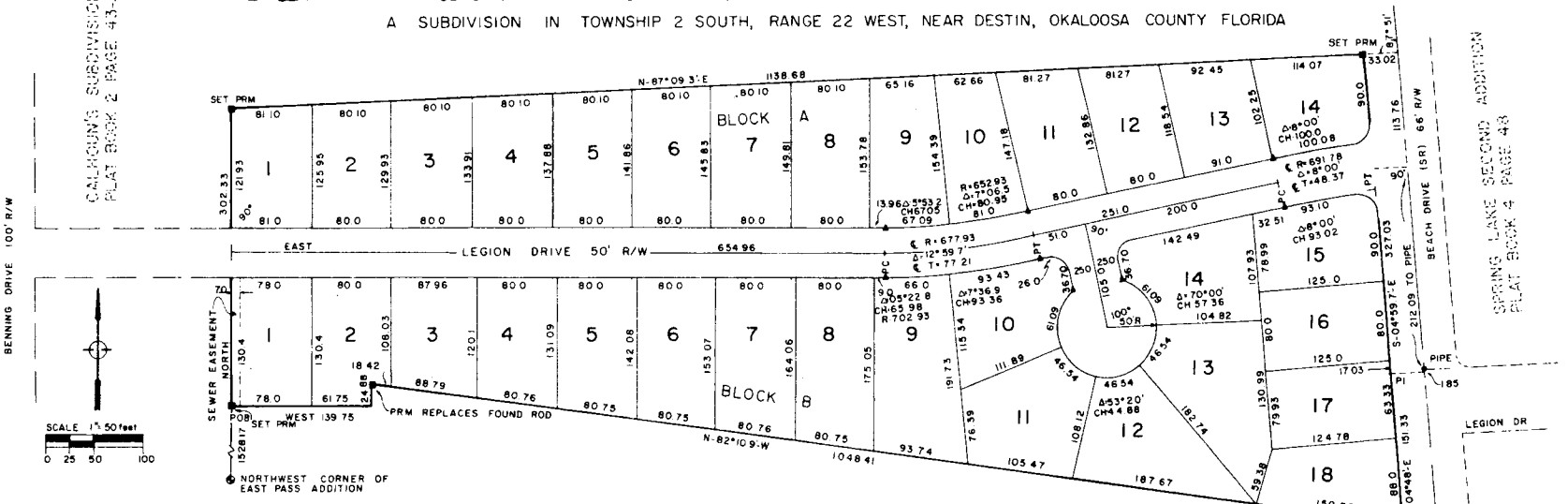
To Have and to Hold, the same in fee simple forever.

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

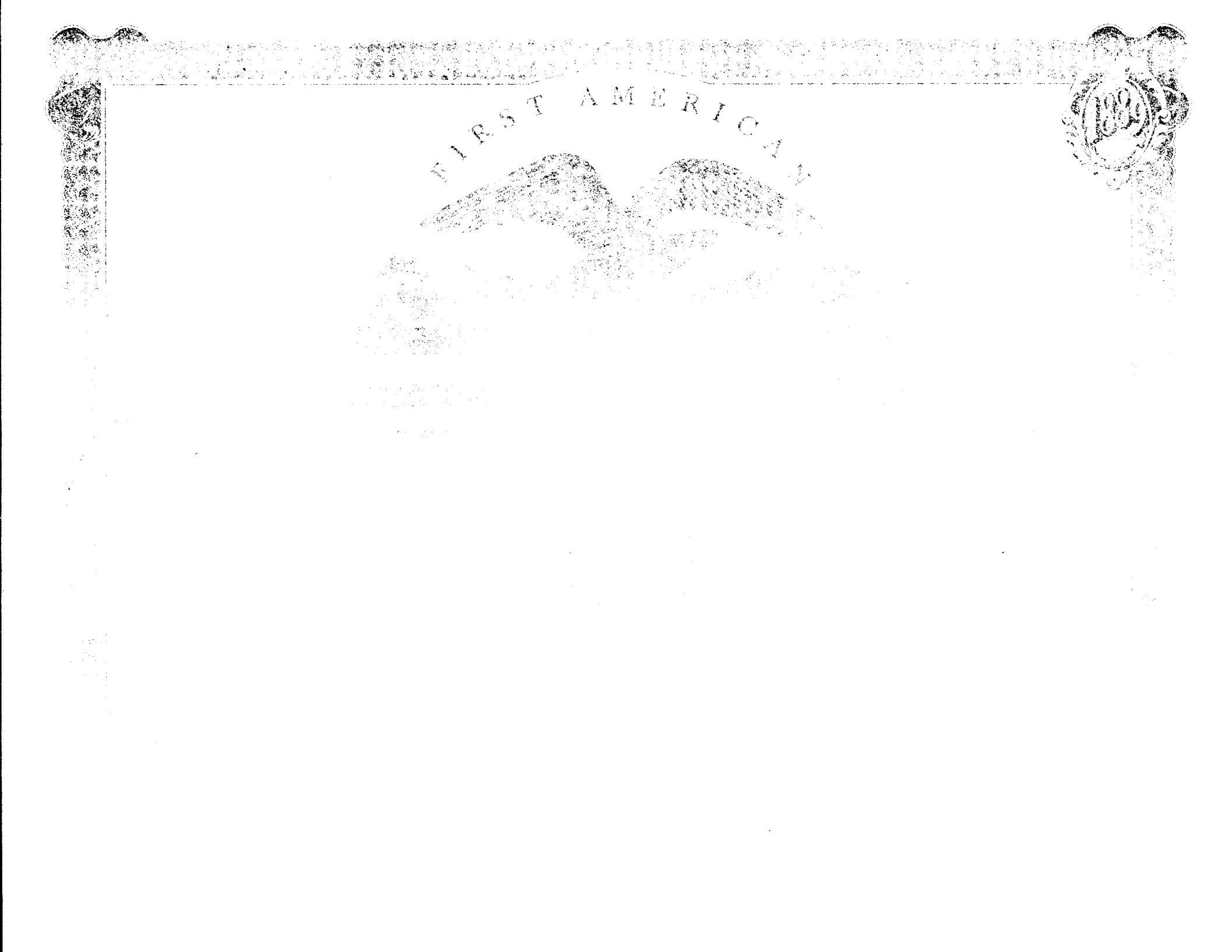
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not 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 # 2025-512

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: July 7, 2025
TYPE OF AGENDA ITEM: Ordinance
AGENDA OUTLINE NUMBER: 5.G.

TO: City Council

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

FROM: David Prichard, Community Development Director

DATE: June 27, 2025

SUBJECT: Second reading of proposed Ordinance 25-10-LC - Permitting decks to encroach up to five feet into rear setbacks for town homes that are not waterfront within the High Density Residential 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: There are multiple non-waterfront townhome properties within the HDR zoning district that have built accessory structures, such as attached decks/patios, onto the rear of their residence, encroaching on the required ten-foot (10') rear setback. Some of these improvements were made illegally without a permit, while a couple of others were erroneously approved and permitted by previous City Staff.

In an attempt to eliminate these non-conforming structures within the City, 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.

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.

Currently, the City does not define 'deck' within the Land Development Code (LDC); therefore, along with this ordinance, Staff is proposing the following definition be added within Article 3 of the LDC:

Deck: A roofless outdoor space built as an above-ground platform projecting from the wall of a building and is connected by structural supports at grade or by the building structure.

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.

City Council approved Ordinance 25-10-LC on first reading on June 16, 2025 with the condition that the definition of "decks" was included. ACCORDINGLY, THE ORDINANCE HAS BEEN MODIFIED SINCE FIRST READING, TO INCLUDE THE DEFINITION OF DECKS. SEE ATTACHED ORDINANCE.

IV. RECOMMENDED MOTION: I move that the City Council adopt **Ordinance 25-10-LC**, as presented.

Attachments:

1. REV 25-10-LC Setbacks HDR townhomes with definition 7.7.25
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.**

***

Article 3 – DEFINITIONS

***

<u>*Deck*: A roofless outdoor space built as an above-ground platform projecting from the wall of a building and is connected by structural supports at grade or by the building structure.</u>

***

Article 7 - LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS

***

SECTION 3. TABLE 7-3 "TABLE OF DIMENSIONAL REGULATIONS

TABLE 7-3: SCHEDULE OF DIMENSIONAL REQUIREMENTS IN ZONING DISTRICTS

(Dimensions are in feet)

***

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 See also H	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	None	None	None	35/3 stories	A/B	A/B	A/B	9.90	N/A	25

more d.u.										
HDR - two or more d.u.	None	None	None	50/4 stories	H	H	H	19.90	N/A	25
CBN - two or more d.u.	None	None	None	50/4 stories	20	A/B	A/B	6.00	N/A	25
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 more d.u. (short-term)	None	None	None	50/4 stories/G	N	N	N	24	N/A	25
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	Non e	Non e	Non e	N/A	.50	25
REC	None	None	None	35/3 stories	Non e	Non e	Non e	N/A	.20	25
CON	None	None	None	15/1 story	Non e	Non e	Non e	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

ORDINANCE NO. 20-28-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING SECTIONS 4-7 AND 4-8 OF THE CODE OF ORDINANCES TO REGULATE ROOSTERS; PROVIDING FOR AUTHORITY; 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 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 Council in providing for the health, safety and welfare of its citizens finds that the City should amend Chapter 4 of the Code of Ordinances to regulate roosters within the City of Destin; 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, 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. AMENDMENT OF CHAPTER 4 OF THE CODE OF ORDINANCES.

Chapter 4 of the Code of Ordinances is hereby amended as follows:

***

Chapter 4 - ANIMALS

***

Sec. 4-7. - **Public nuisances.**

(a) It shall be unlawful and a civil infraction for the owner or custodian of an animal to permit the following nuisances, which are hereby declared to be public nuisances, to be committed, either willfully or through failure to exercise due care or control:

***

(5) No animal shall be permitted to bark, bay, cry, whine or howl or make any other noise continuously and/or incessantly in an excessive, habitual or untimely fashion for such a duration that it annoys or disturbs a reasonable person of normal sensitivities residing in or occupying premises in close proximity to the premises on which the animal is located. However, a dog will not be deemed a "barking dog" if, at the time the dog is barking or making any other noise, a person is trespassing or threatening to trespass upon private property where the dog is situated or for any other legitimate cause which teased or provoked the dog. In the case of multiple animals at one (1) location, it shall not be necessary to single out which specific animal committed a noise nuisance. It shall be sufficient to demonstrate that the noise emanated from the premises. The provisions of this subsection shall not be applicable to any person duly licensed by the city to keep, house or shelter an animal belonging to another, as long as the animal is confined inside an enclosed building. Further, the provisions of this subsection shall not apply to roosters, except to the extent set forth in subsection 4-8 ("*Bad dog; bad cat; bad rooster.*") of this Chapter.

***

Sec. 4-8. - **Bad dog; bad cat; bad rooster.**

(a) It shall be unlawful and a civil infraction for the owner or custodian of any rooster, dog or cat to permit it to bite, inflict injury upon, or otherwise attack a person or another animal without provocation. Any rooster, dog or cat which attacks and bites a person or another animal without provocation shall be deemed a "bad rooster", "bad dog", or "bad cat" and the owner or custodian of such animal shall pay a civil penalty of one hundred dollars ($100.00).

(b) It shall be unlawful and a civil infraction for any rooster, dog or cat, when nprovoked, to approach or chase any person in an apparent attitude of attack or in a vicious or terrorizing manner, such dog or cat shall be deemed a "bad rooster", "bad dog", or "bad cat".

***

SECTION 4. INCORPORATION INTO THE 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. 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 19TH DAY OF OCTOBER 2020
By:

for

Gary Jarvis, Mayor

ATTEST:

CITY OF DESTIN SEAL FLORIDA

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

Kimberly Kopp, City Land Use Attorney

First Reading: October 5, 2020

Second Reding: October 19, 2020