

PLANNING COMMISSION

AGENDA REQUEST

TO: HONORABLE CHAIRMAN & MEMBERS OF THE PLANNING COMMISSION

THROUGH: Elliot Kampert, Growth Management Director

FROM: Public Works Staff

SUBJECT: Development Agreement for Currie Lakes Subdivision

DATE: December 8, 2016

BCC DISTRICT: (1) Commissioner Harris

PLANNING COMMISSION DISTRICT: (1) Robert Cadenhead

PUBLIC HEARING: Consideration of a Development Agreement by and between the Board of County Commissioners and Currie Lakes, LLC for the purpose of establishing development rights for certain real property located within the unincorporated area of Okaloosa County; providing assurances in accordance with existing laws and policies subject to the conditions of the agreement; and, insuring that the agreement is in compliance with applicable provisions of Sections 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

STAFF FINDINGS:

1. Section 1.11.05 "Development Agreement", Land Development Code specifically authorizes the County to enter into development agreements with developers.
2. The Developer has control of a 108+/- acre parcel of property (the "Property") located at 2681 Lake Silver Road, Crestview, Florida, which possesses the required characteristics to accommodate the proposed general plan for development of the Property which has been submitted by the Developer under the name of Currie Lakes ("the Project").
2. The subject property is currently zoned for residential use and the Developer has submitted a development order application which seeks to develop to an extent which is less than the maximum development density allowed for the zoning district.
3. The Developer intends to develop a residential development consisting of a maximum of 160 single-family units and all associated roadways, storm water treatment, landscaping, and other improvements as may be required by the Land Development Code; and could, but are not obligated to, build and develop accessory uses and structures including storage areas, parking lots and/or garages. Building density shall be no more than four (4) units per acre, and building height shall not exceed 45 feet.

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

5. The proposed trips resulting from the development exceeds the capacity available along segments of SR 85. The parties have agreed that the developer may address the capacity constraints in the impact area through cash contributions to the Fairchild Road project in the amount of \$50,344.00 in phase 1 of the Currie Lakes subdivision. Phases 2 and 3 of the subdivision address capacity constraints through an in-kind contribution of turn lane/roadway improvements along Lake Silver Road, valued \$50,000.00, and cash contributions to the PJ Adams Parkway widening project in the amount of \$130,352.00. Two roadway projects are utilized for cash contributions as the Fairchild Road project will be completed before phases 2 and 3 of the Currie Lakes development are initiated.

6. It is in the best interests of the County and its citizens that this development be completed in a planned and orderly fashion giving consideration to the subjects addressed by the proposed Development Agreement.

PUBLIC COMMENT/OPPOSITION: Objection letter attached.

STAFF POSITION: Staff supports the requested Development Agreement.

RECOMMENDATION: It is recommended that the Board consider the facts presented herein, as well as any facts that may be presented at the public hearing, and then make a recommendation to the Board of County Commissioners.

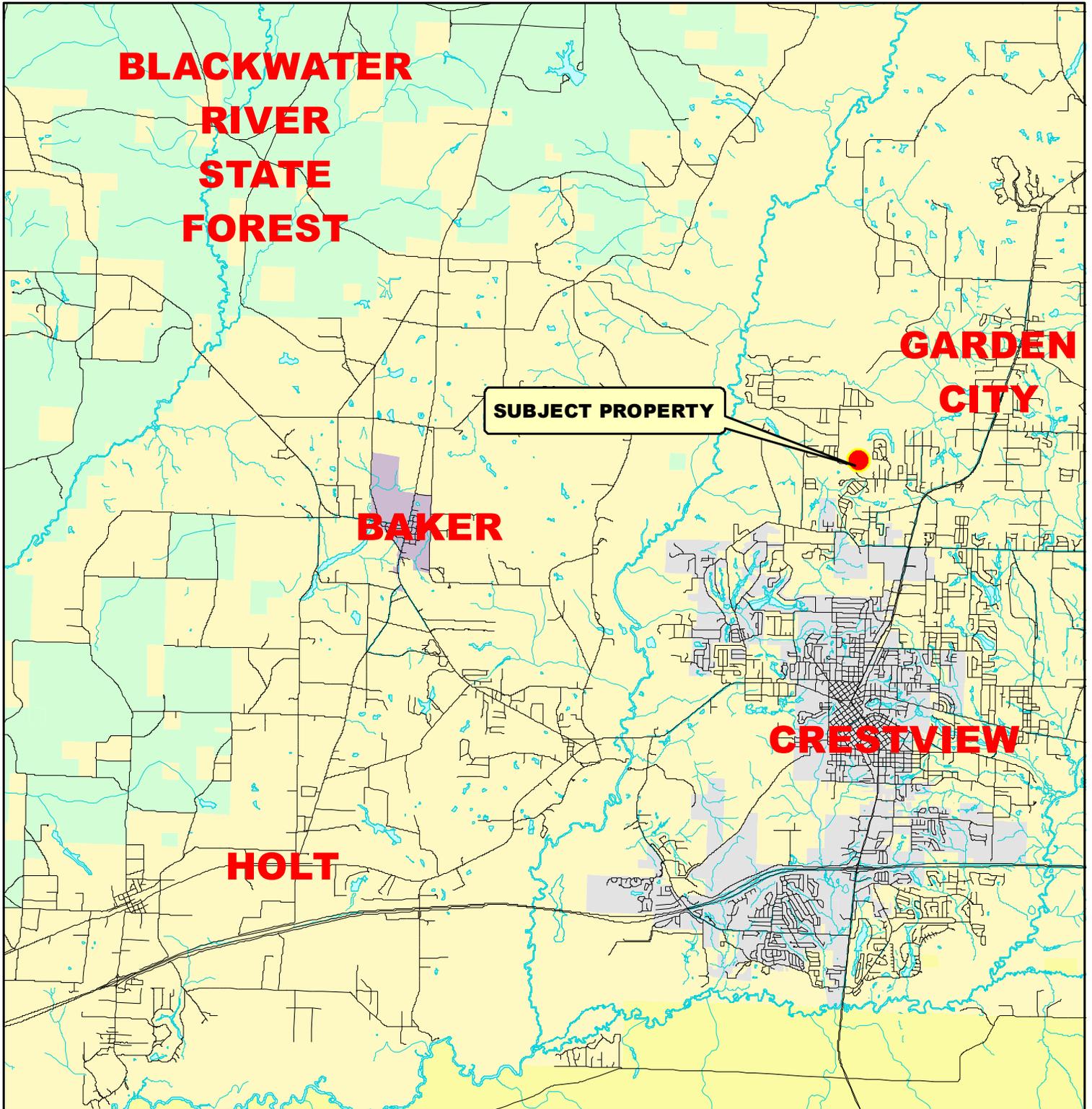
BOARD OF COUNTY COMMISSIONERS: Scheduled for January 3, 2017 at 6:30 PM in Crestview City Hall.

ATTACHMENTS:

- A – Location Map
- B – Aerial Photo
- C – Existing Land Use Map
- D – FLUM/Zoning Map
- E – Proposed Development Agreement
- F – Applicant letter
- G – Objection letter

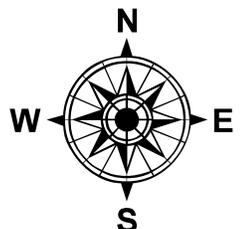
ATTACHMENT - A

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



Legend

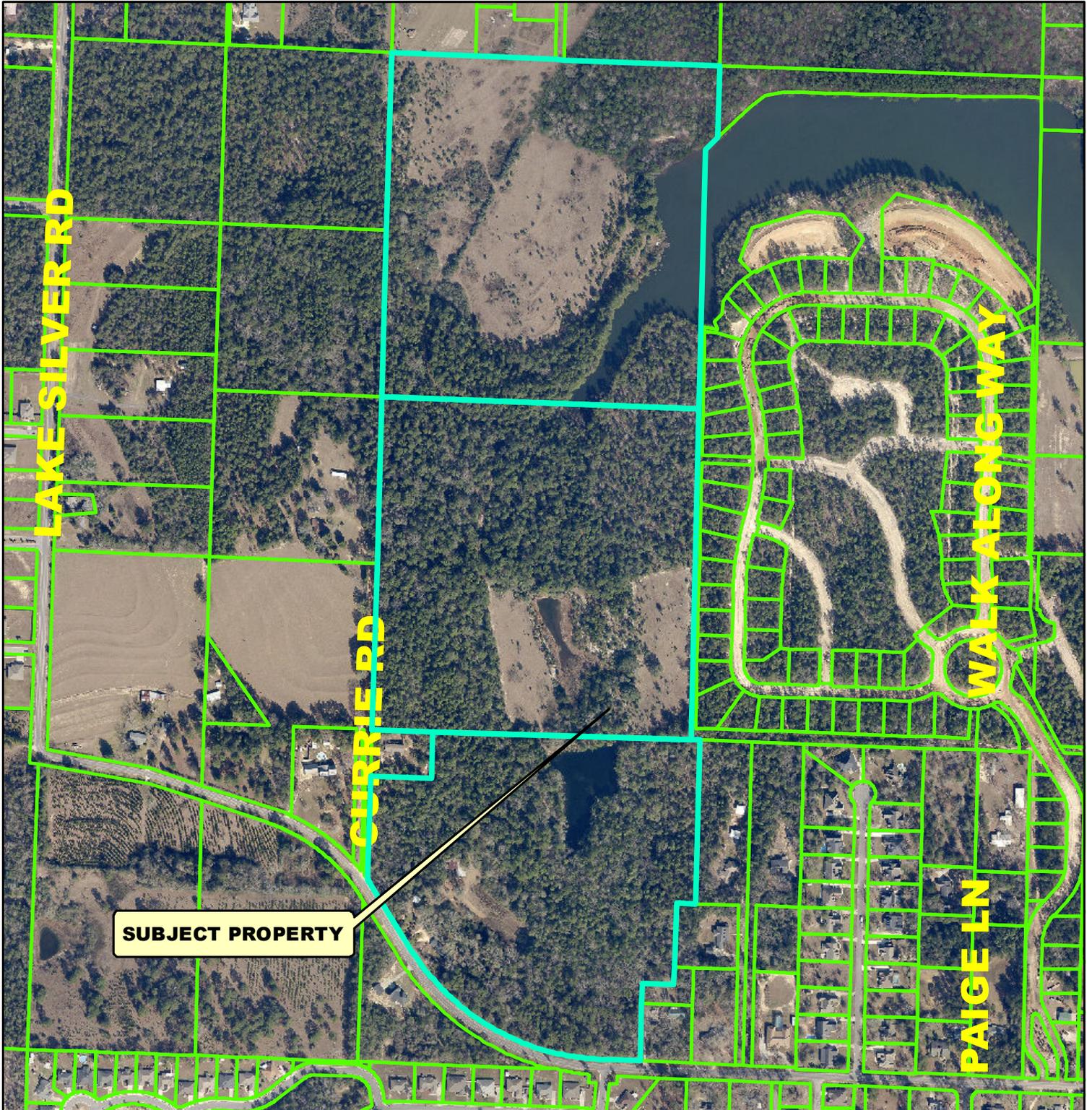
— Roads



Location Map

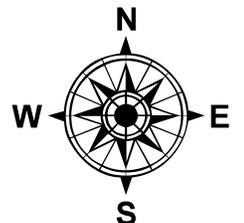
ATTACHMENT - B

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



Legend

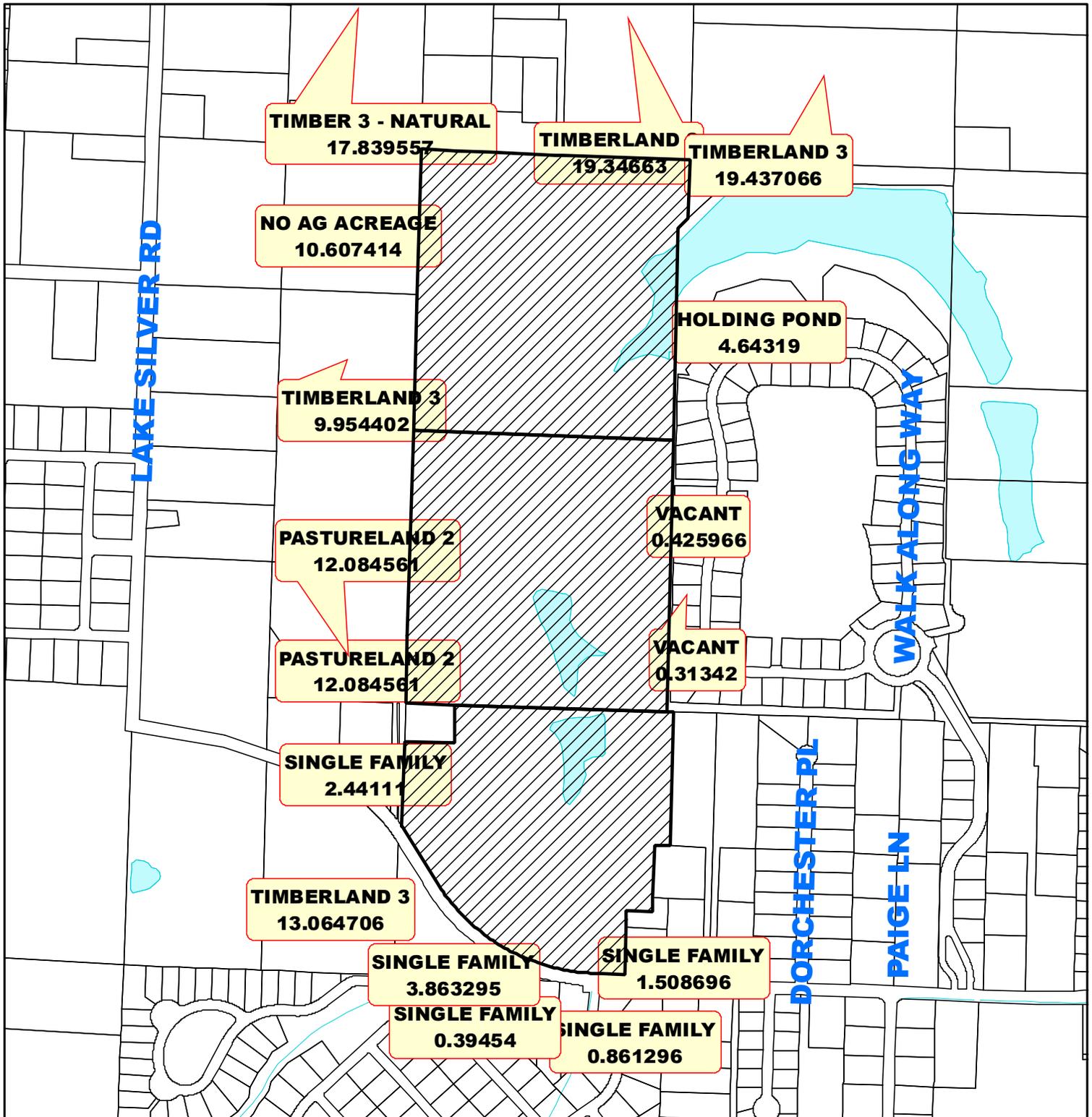
 Parcel Lines



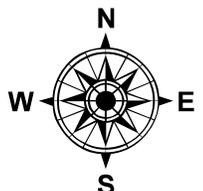
Aerial Photo

ATTACHMENT - C

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

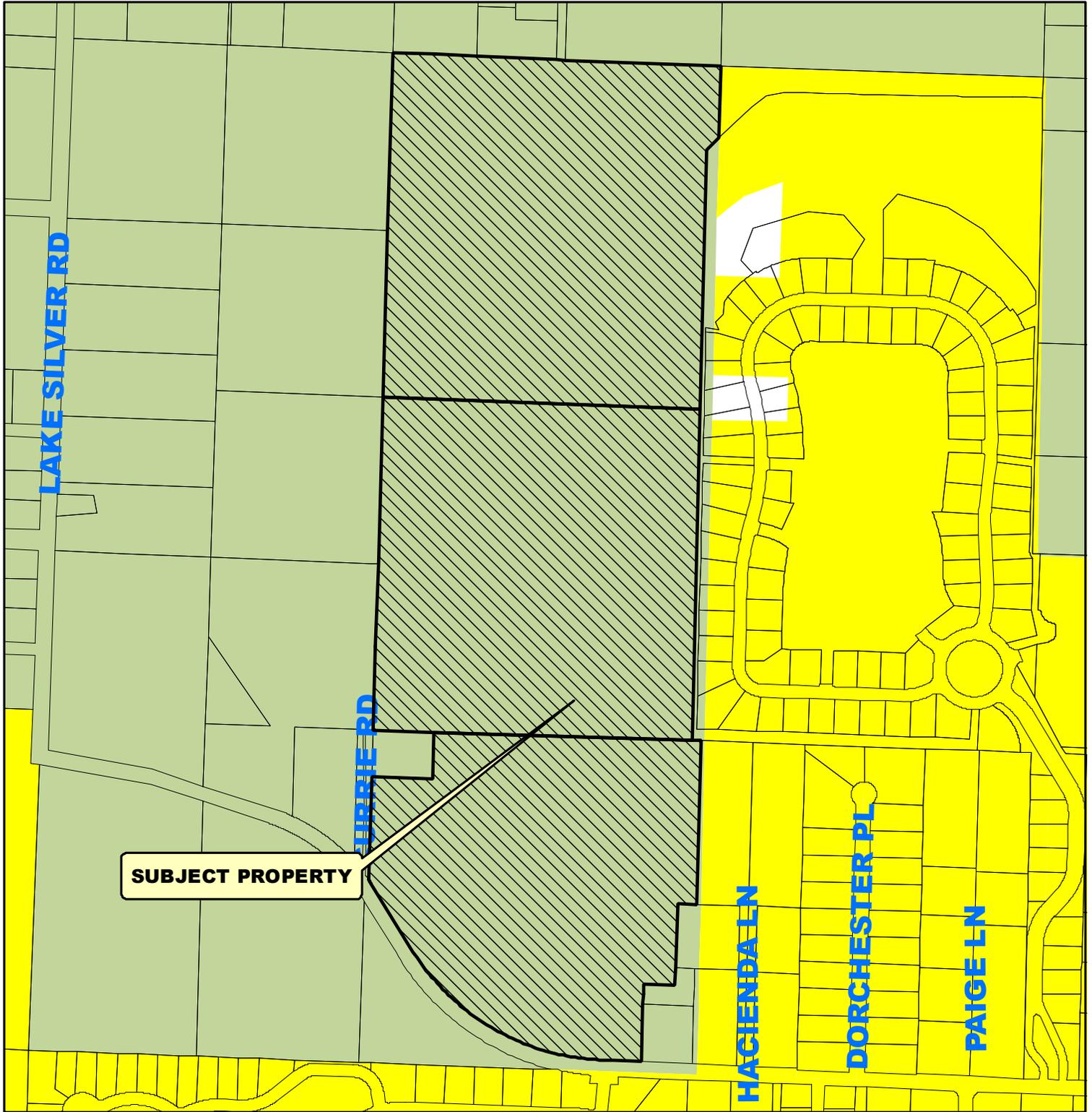


Existing Land Use Map



ATTACHMENT - D

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

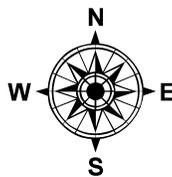


FLUM Legend

RR

ZONE Legend

RR



FLUM & Zoning Map

ATTACHMENT E

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 2016, by and between the Okaloosa County Board of County Commissioners (the "County") and Currie Lakes LLC, a Florida limited liability company (the "Developer") for the purpose of establishing development rights of the Developer for certain real property located within the unincorporated area of Okaloosa County, Florida, as more particularly described herein; providing assurances to the Developer that it may proceed with the Project in accordance with existing laws and policies subject to the conditions of this Agreement; and, ensuring that this Agreement is in compliance with applicable provisions of Sections 163.3220 – 163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

ARTICLE I. RECITALS

WHEREAS, the intent of the Florida Local Government Development Agreement Act (" the Act") is explicitly provided in Section 163.3220 (2), Florida Statutes, which states as follows:

(2) The Legislature finds and declares that:

a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital investment planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning.

b) Assurance to a developer that upon receipt of his development order(s) he may proceed with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

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

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

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

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

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

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

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

WHEREAS, The Project will be developed in up to three (3) phases over a period of years and therefore the Developer is desirous of agreeing upon and memorializing its development rights with regard to the Property in contractual terms; and

WHEREAS, it is in the best interests of the County and its citizens that the development of the Property be completed in a planned and orderly fashion giving consideration to the subjects addressed by this Agreement; and

WHEREAS, the Developer and the County have agreed upon terms and conditions relating to the development of the Property, development rights, and benefits to the County and its citizens which are acceptable to the Developer and acceptable to the County, and the Developer and the County have deemed it appropriate that the terms and conditions of their agreements be reduced to written form; and

WHEREAS, the benefits to the County as a result of entering into this Agreement are unique to the particular circumstances of this Agreement; and

WHEREAS, the Act provides a means for the Developer and the County to document the assurances sought by each and commitment to the terms and obligations of this Agreement; and

WHEREAS, pursuant to the requirements of Section 163.3225 Florida Statutes, the County has held two public hearings with respect to this Agreement, those being held on _____ and _____ respectively, with due public notice provided for each as required by law.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the Developer and the County enter into this Development Agreement and do hereby agree as follows:

ARTICLE II. DEFINITIONS

The following definitions shall apply to the terms and conditions of this Agreement. If a word, term or phrase is not defined in this article, it's meaning shall be as defined in Okaloosa County Land Development Code.

- 2.1 "Comprehensive Plan" means the adopted Okaloosa County Comprehensive Plan, Ordinance No. 90–1, as subsequently amended.
- 2.2 "County" means Okaloosa County, a political subdivision of the State of Florida.
- 2.3 "Developer" means, Currie Lakes, LLC a Florida limited liability company, and its lawful successors in title and interest.
- 2.4 "Land Development Code" means the Okaloosa County Land Development Code, Ordinance No. 91–1, and subsequently amended
- 2.5 "Maintenance" means servicing, support, and upkeep of all infrastructure servicing the Project.
- 2.6 "Owners Association" means the non-profit corporation established as a mandatory owners association for the governance of the use of the Property subject to this Agreement.
- 2.7 "Project" means the proposed residential development, Currie Lakes, and all supporting uses and amenities authorized by this Agreement, as more particularly described herein.
- 2.8 "Property" means the real property proposed to be developed consisting of the 108+/- acre parcel on Lake Silver Road, located at address 2681 Lake Silver Road, Crestview, Florida.
- 2.9 "Right-of-way" means that area which may be dedicated to the County or such other governmental entity allowing access for public works, utilities, and public access, or to the community association for members' use and access.

ARTICLE III. ESSENTIAL REQUIREMENTS

The essential requirements of law for this Agreement as prescribed by Section 163.3227, Florida Statutes, are addressed as follows:

- 3.1 **Legal Description** - A legal description of the property to be developed subject to the terms and conditions of this Agreement is attached hereto as Exhibit A, and listed as follows and contains the following three (3) parcels:
1. [29-4N-23-0000-0002-0000](#)
 2. [29-4N-23-0000-0016-0020](#)
 3. [29-4N-23-0000-0016-0000](#)

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

3.3 **Development Uses**

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

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

3.4 **Public Facilities, Infrastructure Capacity, and Capacity Reservation**

The Developer, at its expense, will supply adequate public facilities, infrastructure, and services to serve the Project concurrent with the impact which creates the need for the following services:

A. Solid Waste Disposal

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

B. Storm Water management

The Developer shall design and construct or cause to be constructed at its expense, a storm water management system to serve all parcels within the project boundary. All storm water management system improvements located within the Project will be: (1) designed and constructed to County and State standards; and (2) all improvements located outside the boundaries of individual parcels which are not dedicated to the County will be maintained as common elements by the Owners Association. The County will not be responsible for any construction or maintenance costs associated with the storm water drainage system within the Project unless it is dedicated as a public facility and formally accepted after the completion of the required bonding and warranty period. The project-wide system is intended to provide the primary treatment capacity for all development within the Project.

C. Transportation and Roads

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

the impact the Project will have on the local roadway network, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

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

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

- c) Phase 3 of the Project accounts for 56 Trips (of the total 160 Project Trips). The proportion of these Phase 3 Project Trips, when applied to the total Impacted State Road 85 P.M. Peak-Hour Project Trips (93 P.M. Peak-Hour Project Trips) is equivalent to $(56/160 \times 93) = 33$ P.M. Peak-Hour Trips. The proportionate share of these Project Phase 3 P.M. Peak-Hour Trips will be allocated to the County's P.J. Adams Parkway widening project. Therefore, prior to the recording of the final plat for Phase 3, the Developer shall submit to the County payment in the amount of Ninety-two-Thousand Nine-hundred Ninety-four Dollars (\$92,994).
 - d) In the event the Developer chooses to develop the Project in less than three (3) phases, the payment due to the County will be pro-rated based on the ratio of the number of lots requested to be developed.
- 5. The Developer shall provide improvements required to satisfy all traffic related operational considerations associated with the development.
 - 6. The Developer shall construct or cause to be constructed a roadway system that will either be private or dedicated to the County within the Project, which will be available to serve all primary and accessory uses. As such, the roadway system shall either be owned and maintained as a public roadway system by the County or as a private common element of the Project by the Owners Association. The County will not be responsible for any construction or maintenance costs associated with the internal roadways of the Project unless they are dedicated to the County and formally accepted after the completion of the required bonding and warranty period. The roadway will be designed and constructed to County standards. As all roads will be low-speed and low-volume, all roads within the development shall be considered local roadways as defined in Section 6.03.03 (c) of the Okaloosa County Land Development Code.

D. Parks and Recreational Facilities

The Developer shall satisfy concurrency requirements for parks and recreational facilities as provided in Section 6.07 of the Land Development Code.

E. Potable Water

Potable water will be provided by Auburn Water System which has verified it has capacity to serve the proposed development.

F. Sanitary Sewer

As public sewer service is not currently available to serve the subject parcels, sewage treatment will be provided through the installation of on-site treatment systems as approved by the Florida Department of Health. However, if central sewer service is available at the time of construction, Developer shall connect to central sewer service.

3.5 Consistency

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

3.6 Required permits

The Developer shall obtain, or cause to be obtained, all requisite County permits and authorizations to allow construction of the development contemplated herein including, but not limited to, an Okaloosa County Development Order, Okaloosa County Stormwater Permit, and an Okaloosa County Underground Utility Permit. Failure of this Agreement to address a particular permit, condition, term or restriction, including permits or authorizations issued by agencies other than Okaloosa County, shall not relieve the Developer from the necessity of complying with the laws governing such permit requirement, condition, term or restriction.

3.7 Additional Conditions

The Developer, its successors and assigns, agree to provide all necessary facilities and services required for development of the Property in accordance with the terms of this Agreement.

3.8 Reliance

The parties hereto do agree that the Developer may act in reliance upon this Agreement. Nothing herein, however, is intended to preclude the County from exercising its proper regulatory powers to protect the health, welfare, and safety of the public.

ARTICLE IV. AGREEMENT AND COVENANT

4.1 By execution hereof, the County acknowledges and agrees that this particular Agreement will encourage proper use of the Property, promote economic use of the land and resources of the County, provide for public facilities and use, and encourage private participation in the comprehensive planning process. The County acknowledges and agrees that it is exercising its sound discretion in this instance by entering into this Agreement to achieve mutual benefits that are particular and unique to the circumstances underlying this Agreement.

4.2 This Agreement is assignable by the Developer and shall be binding upon, and inure to the benefit of, all heirs, successors and assigns of the parties hereto.

4.3 To the extent that the Developer fails to perform any of the actions of requirements contained in this Agreement, the County shall provide written notice to the Developer of his failure to comply with the terms of this Agreement. Within thirty (30) days of the receipt of such notice, and in the event that the Developer fails to cure such failure within thirty (30) days after receipt of such notice, the County shall suspend and hold in abeyance all applications for or issuance of any development orders or building permits for the Project until the failure is cured and no further phases of the Project shall be reviewed, permitted, or otherwise approved. At such time as the Developer cures the performance failure then the review and processing of applications for a development order may resume.

4.4 Any notices required to be given or elected to be given by either of the parties pursuant to the terms of this Agreement shall be deemed effective provided when placed in the United States Mail, certified return receipt requested, or placed in the hands of an overnight delivery service.

As to the Developer: (Name and Address)

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

As to the County: (Name and Address)

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

And a copy to:

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

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2016.

OKALOOSA COUNTY BOARD OF
COUNTY COMMISSIONERS

By _____
Charles K. Windes, Jr.,
Chairman, Board of County Commissioners

ATTEST:

APPROVED AS TO LEGAL SUFFICIENCY:

J.D. Peacock II
Clerk of Circuit Court

Gregory T. Stewart
County Attorney

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by Charles K. Windes, Jr., as Chairman of the OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS, on behalf of the Board, who is personally known to me.

Notary Public, State of Florida
My Commission Expires:

ATTEST:

DEVELOPER

Currie Lakes, LLC, a Florida limited liability company

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

STATE OF FLORIDA
COUNTY OF OKALOOSA

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

Notary Public, State of Florida
My Commission Expires:



ATTACHMENT

F



October 18, 2016

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

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

Dear Ms. Reed,

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

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

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

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

Sincerely,

WESTERRA DEVELOPMENT, INC.


Randall T. Hilburn, P.E.
President

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

RE: REF # 13892.00 Nola & Robert Thomas Application

11/22/16

Sir or Madam;

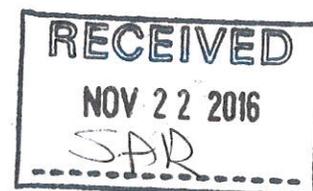
We live at 2701 Lake Silver Rd. Our property shares the property line on the southeast corner of the Proposed Development referenced above. We have lived here since 2005. In 2014 we purchased some additional land from Ms. Thomas, to protect our investment.

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

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

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

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



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

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

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

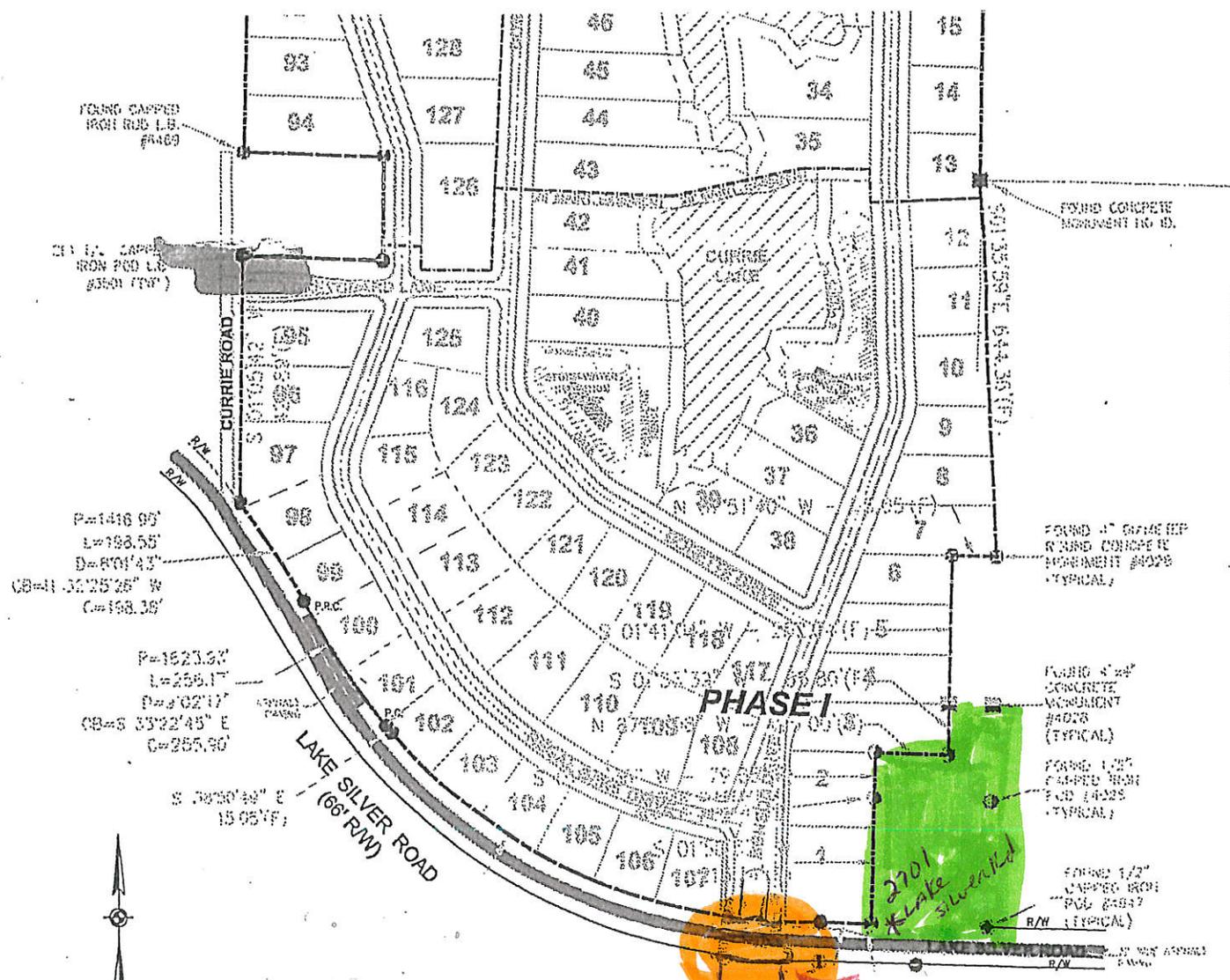
- 1) A turtle survey should be done and gopher turtles relocated during the construction. Often we see gopher turtles of various age, travel into our back yard from the proposed development land. If one was done back in 2014, it will need to be repeated.
- 2) Our property directly butts up to lots 1-3.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

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

2701 Lake Silver Rd

Jayne Swift – 305-4638

Elizabeth Moody – 612-5579



2005

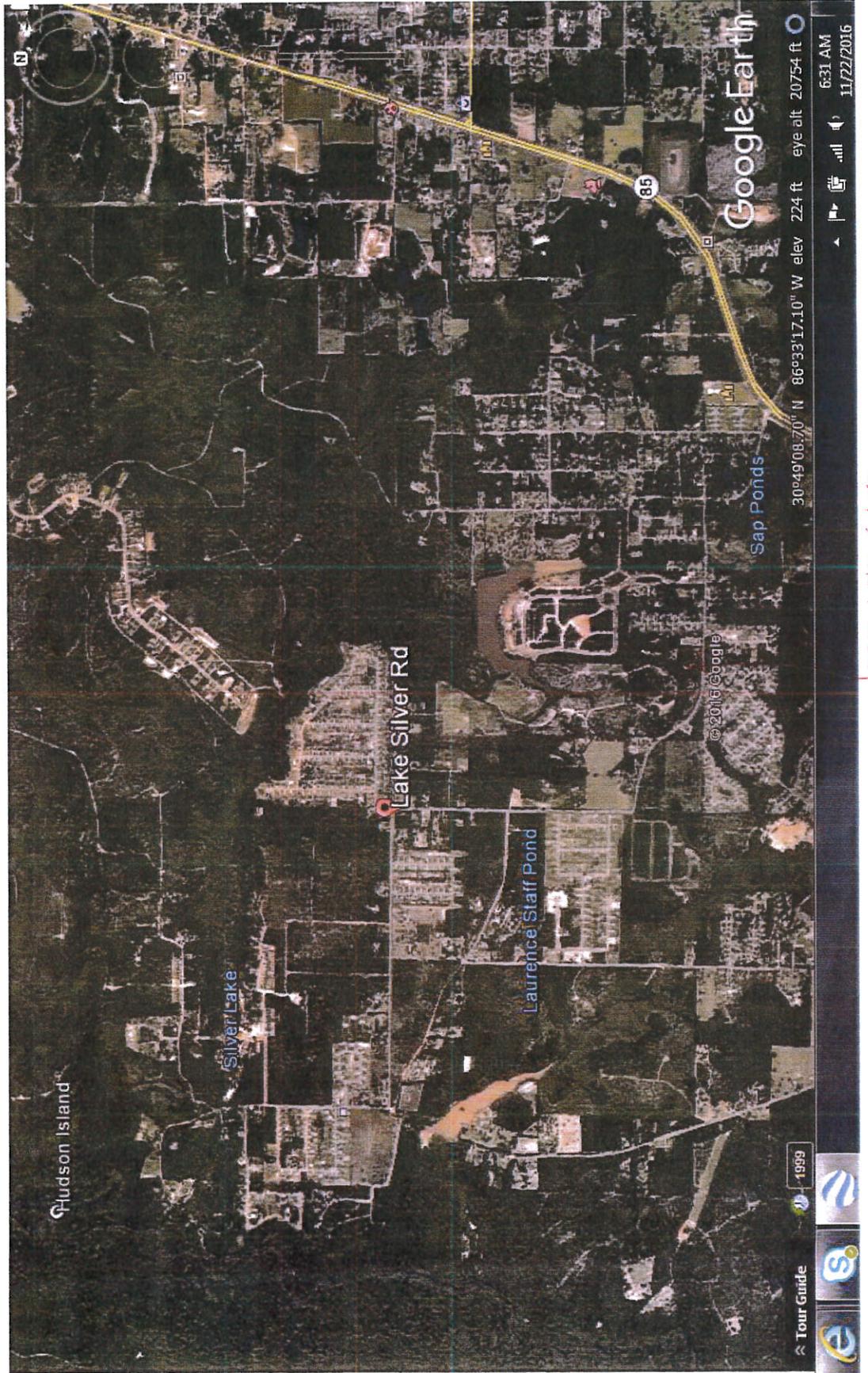


← 2700 Lake Silver Rd

Imagery Date: 5/27/2005 30°49'23.25" N 86°34'06.51" W elev 204 ft eye alt 20754 ft

Tour Guide

2016



Tour Guide 1999

30°49'08.70" N 86°33'17.10" W elev 224 ft eye alt 20754 ft

6:31 AM 11/22/2016

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