

**PLANNING COMMISSION**

**AGENDA**

**NOVEMBER 13, 2025**

**5:01 P.M.**

**Commissioner's Chambers, Okaloosa County Administrative Complex 1250 Eglin Parkway  
N, Shalimar, FL 32579.**

Commissioner Kimberlie Birr Griggs, District 1  
Commissioner Nicholas Marshall, District 3  
**Chairman** Commissioner John Collins, District 5  
Eglin Air Force Base Representative, Vacant

Vacant, District 2  
Commissioner Todd Tarchalski, District 4  
Okaloosa County School Board Rep, Bill Smith

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF MINUTES FOR AUGUST 14, 2025**

**D. OPEN TO PUBLIC (FOR ANY ITEMS NOT QUASI JUDICIAL ON THIS AGENDA)**

**E. ANNOUNCEMENTS**

**F. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA**

**G. ACCEPTANCE OF THE AGENDA**

**H. OATH TAKING**

**I. DISCLOSURES**

**J. OLD BUSINESS**

None

**K. NEW BUSINESS**

**a. Applications for Development Review**

None

**b. Public Hearings**

**Agenda Item # 1:** Consideration of an Amendment to the Development Agreement by and between the Board of County Commissioners and Alabama and Holmes, LLC for the purpose of establishing development rights for certain real property located within the unincorporated area of Okaloosa County; 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 Amendment to the Development Agreement; and, insuring that

this Amendment to the Development Agreement is in compliance with applicable provisions of Sections 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

**L. OTHER BUSINESS**

Selection of 2025 Vice-Chairman.

**The December 11, 2025 Planning Commission Meeting** will be held at the Commissioner's Chambers, Okaloosa County Administrative Complex 1250 Eglin Parkway N, Shalimar, FL 32579

**M. ADJOURNMENT**

**PLANNING COMMISSION**

**MINUTES**

**AUGUST 14, 2025**

**5:01 P.M.**

The regular meeting of the Okaloosa County Planning Commission was held Thursday, August 14, 2025, 5:01 p.m., Commissioner's Chambers, Okaloosa County Administrative Complex 1250 Eglin Parkway N, Shalimar, FL 32579.

Board members in attendance were John Collins, Todd Tarchalski, Kimberlie Birr Griggs, Nicholas Marshall, and Jack Beery.

Eglin Representative Cheryl Sawyers was not in attendance.

Okaloosa County School Board representative Bill Smith was not in attendance.

Growth Management Staff in attendance were Kristen Shell, Director; Stuart Campbell, Planner III; Martina Barrow, Planner I; and Theresa Ehrhardt, Administrative Specialist.

County Attorney Kerry Parsons was in attendance via Zoom.

There were no speakers' recognition forms submitted by people wishing to speak.

**A. CALL TO ORDER**

Vice Chairman John Collins called the meeting to order at 5:01 PM.

**B. ROLL CALL**

Theresa Ehrhardt conducted roll call.

**C. APPROVAL OF MINUTES FOR JULY 10, 2025**

*Motion to approve minutes made by Jack Beery and second by Todd Tarchalski. ---5 ayes. Motion Passes Unanimously.*

**D. OPEN TO PUBLIC (FOR ANY ITEMS NOT QUASI JUDICIAL ON THIS AGENDA)**

None.

**E. ANNOUNCEMENTS**

None.

**F. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA**

Stuart Campbell stated there is a change to the agenda under other business. The September 11, 2025, meeting has been cancelled.

**MINUTES ARE NOT VERBATIM**

*Motion to approve changes to agenda made by Jack Beery and second by Kimberly Birr Griggs. ---5 ayes. Motion Passes Unanimously.*

**G. ACCEPTANCE OF THE AGENDA**

*Motion to accept the agenda as written made by Jack Beery and second by Kimberly Birr Griggs. ---5 ayes. Motion Passes Unanimously.*

**H. OATH TAKING**

Not needed.

**I. DISCLOSURES**

Not needed.

**J. OLD BUSINESS**

None.

**K. NEW BUSINESS**

**a. Applications for Development Review**

None

**b. Public Hearings**

**Agenda Item # 1:** Consideration of an ordinance referred to as the Fiscal Year 2025 Capital Improvements Update Ordinance; specifically, amending Table 2.13.1 of the Chapter 2.13, Capital Improvements, of the Goals, Objectives, Policies, of the Okaloosa County Comprehensive Plan.

Stuart Campbell presented Agenda Item 1 to the board.

Discussion ensued.

Vice Chairman Collins called for a motion.

*Motion to recommend approval of Agenda Item 1 as written to request consideration of an ordinance referred to as the Fiscal Year 2025 Capital Improvements Update Ordinance, made by Jack Beery and second by Nick Marshall. ---5 ayes. Motion Passes Unanimously.*

**L. OTHER BUSINESS**

Vote to determine Chairman and Vice Chairman for 2025.

Stuart Campbell goes over the by-laws on how to pick new officers.

*Motion to nominate John Collins as Chairman for 2025 made by Jack Beery and second by Nick Marshall. ---4 ayes. Motion Passes Unanimously.*

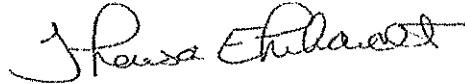
**MINUTES ARE NOT VERBATIM**

*Motion to nominate Jack Beery as Vice Chairman for 2025 made by Todd Tarchalski and second by John Collins. --4 ayes. Motion Passes Unanimously.*

The September 11, 2025, Planning Commission Meeting has been cancelled.

**M. ADJOURNMENT**

Vice Chairman Collins adjourned the meeting at approximately 5:13 p.m.



Prepared by:

Theresa Ehrhardt, Recording Secretary

Date: 8/14/2025

## **AGENDA ITEM 1**

### **PLANNING COMMISSION**

#### **AGENDA REQUEST**

**TO: HONORABLE CHAIRMAN & MEMBERS OF THE PLANNING COMMISSION**

**THROUGH:** Randy Woodruff, AICP, MPA, Deputy Director

**FROM:** Daniel Stuart Campbell, Planner III

**SUBJECT:** Amended Alabama & Holmes Development Agreement

**DATE:** November 13, 2025

**BCC DISTRICT:** (4) Commissioner Goodwin

**PLANNING COMMISSION DISTRICT:** (4) Commissioner Tarchalski

**PUBLIC HEARING:** Consideration of an Amendment to the Development Agreement by and between the Board of County Commissioners and Alabama and Holmes, LLC for the purpose of establishing development rights for certain real property located within the unincorporated area of Okaloosa County; 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 Amendment to the Development Agreement; and, insuring that this Amendment to the Development Agreement is in compliance with applicable provisions of Sections 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

#### **STAFF FINDINGS:**

The property is currently zoned Residential-2 (R-2), and the Future Land Use Map (FLUM) designation is Medium Density Residential (MDR). The subject property is located at 757 Mayflower Avenue, Fort Walton Beach, Florida (03-2S-24-0000-0202-0010), north of Mayflower Avenue, and contains 2.02 acres more or less.

The Okaloosa County Board of County Commission approved the original Alabama and Holmes Development Agreement at their regular meeting held on March 14, 2023 (**Exhibit 3**). The original development agreement requires the proposed development to incorporate the following design concepts in the site plan approved for the proposed development (**Exhibit 4**):

- A. Two apartment buildings will be provided to reduce building mass in any single building.
- B. Apartment buildings shall not exceed two stories.
- C. It is anticipated one building will be larger and include more units than the other building.

The site plan will locate the larger building to the west of parking areas or otherwise provide a minimum side setback along the eastern property line of forty (40) feet rather than the minimum setback of ten feet required by the R-2 zoning district. The smaller building will maintain a minimum side setback of twenty (20) feet along the eastern property line. This layout achieves a density transition and maximizes protection of the single-family neighborhood to the east.

- D. Apartment buildings and accessory structures shall be designed with architectural features, including variable rooflines, projections and/or recessions, fenestration, and varied textural treatments for visual interest; and
- E. The required number of canopy trees shall be increased by 100% compared to minimum buffer requirements along the eastern Property line.

The applicant has proposed to amend the original Development Agreement to change the following design concepts as illustrated in the revised site plan for the proposed development (**Exhibits 1 & 2**):

- A. Increase the minimum side setback along the eastern property line from forty (40) feet to fifty (50) feet.
- B. Change the maximum building height from two stories to three stories.
- C. Reduce overall building footprint and increase the amount of open area for stormwater retention facilities.
- D. Modify the site plan to locate both buildings west of the parking lot to increase the distance from existing single-family homes.
- E. Modify the required canopy tree plantings along the eastern property line buffer to increase the size and height of the required canopy trees in lieu of doubling the total number of required plantings. The existing tree located within the eastern buffer shall be retained on site.

Design Concepts	Original Development Agreement	Amended Development Agreement
Increase Minimum Side Yard Setback	40-Feet	50-Feet
Building Height Maximum	Two (2) stories	Three (3) stories
Building Locations	Two buildings; one west of parking lot and one building north of parking lot	Two buildings; both buildings located west of parking lot
Required Canopy Trees East Buffer	Increase required number of canopy trees by 100%	Increase size and height of required canopy trees. Retain existing tree within buffer

**PUBLIC COMMENT/OPPOSITION:** Staff has not received any formal complaints/opposition to the proposed Amendment to the Development Agreement. The legal advertisement for the proposed application ran in the Northwest Florida Daily News on October 29, 2025.



**STAFF POSITION:** Staff supports the Amendment to the Alabama and Holmes Development Agreement as proposed.

**RECOMMENDATION:** It is recommended that the Commission 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:** Public hearing by the Board of County Commissioners is scheduled for December 9, 2025.

**ATTACHMENTS:**

- A - Location Map
- B - Aerial Photo Map
- C - Existing Land Use Map
- D - Future Land Use & Zoning Map
- E - Applicant Letter
- F - Legal Advertisement

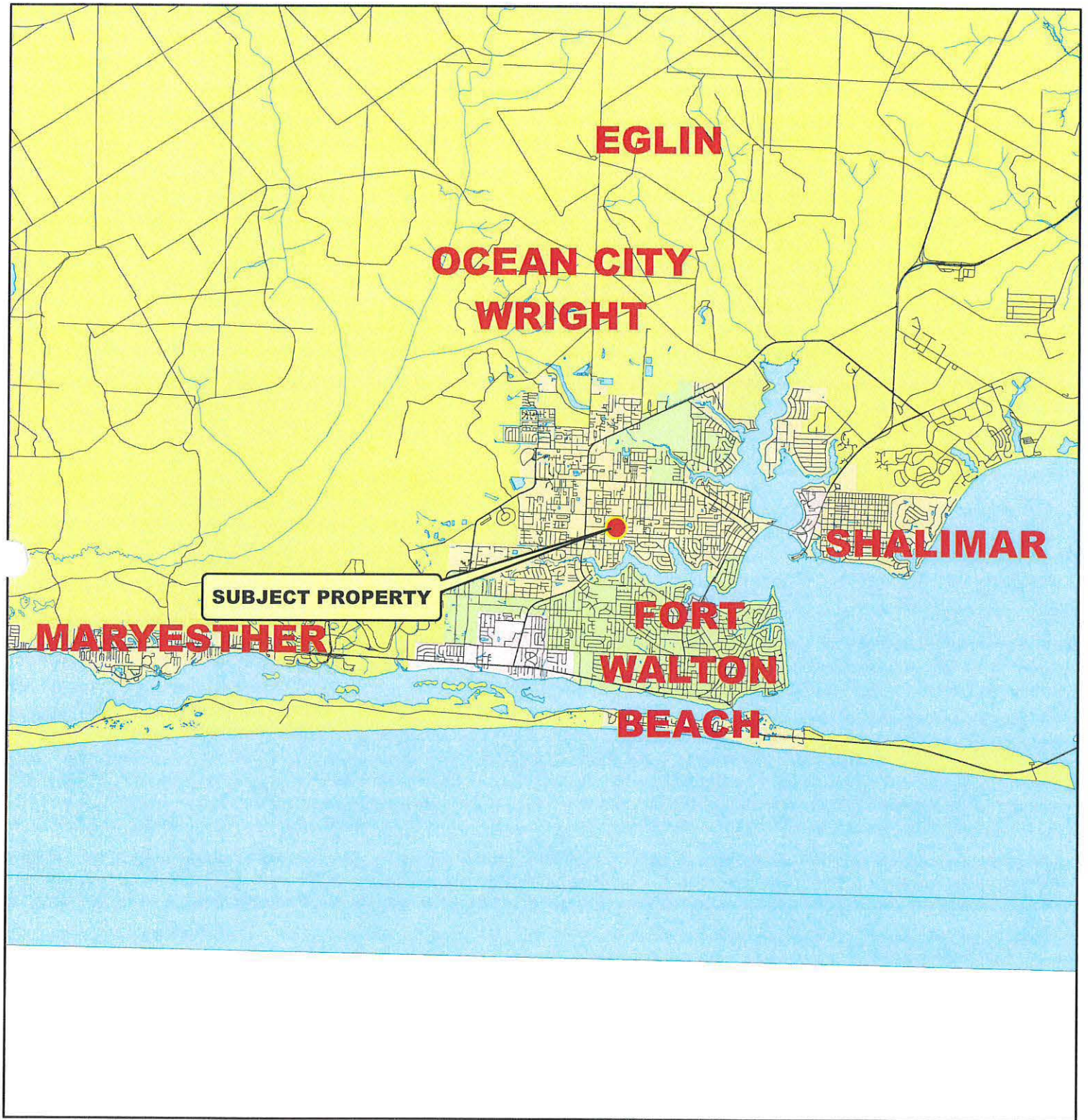
**EXHIBITS:**

- Exhibit 1 - Amendment - Alabama Holmes Development Agreement
- Exhibit 2 - Proposed Site Plan – Amendment - Alabama and Holmes Development Agreement
- Exhibit 3 – Original Alabama and Holmes Development Agreement (3/14/2023)
- Exhibit 4 – Original Site Plan - Alabama and Holmes Development Agreement



# ATTACHMENT - A

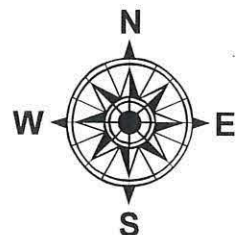
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## Legend

— Roads

## Location Map





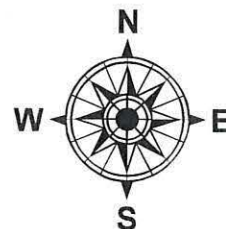
**ATTACHMENT - B**  
**03-2S-24-0000-0202-0010**



**Legend**

 Parcel Lines

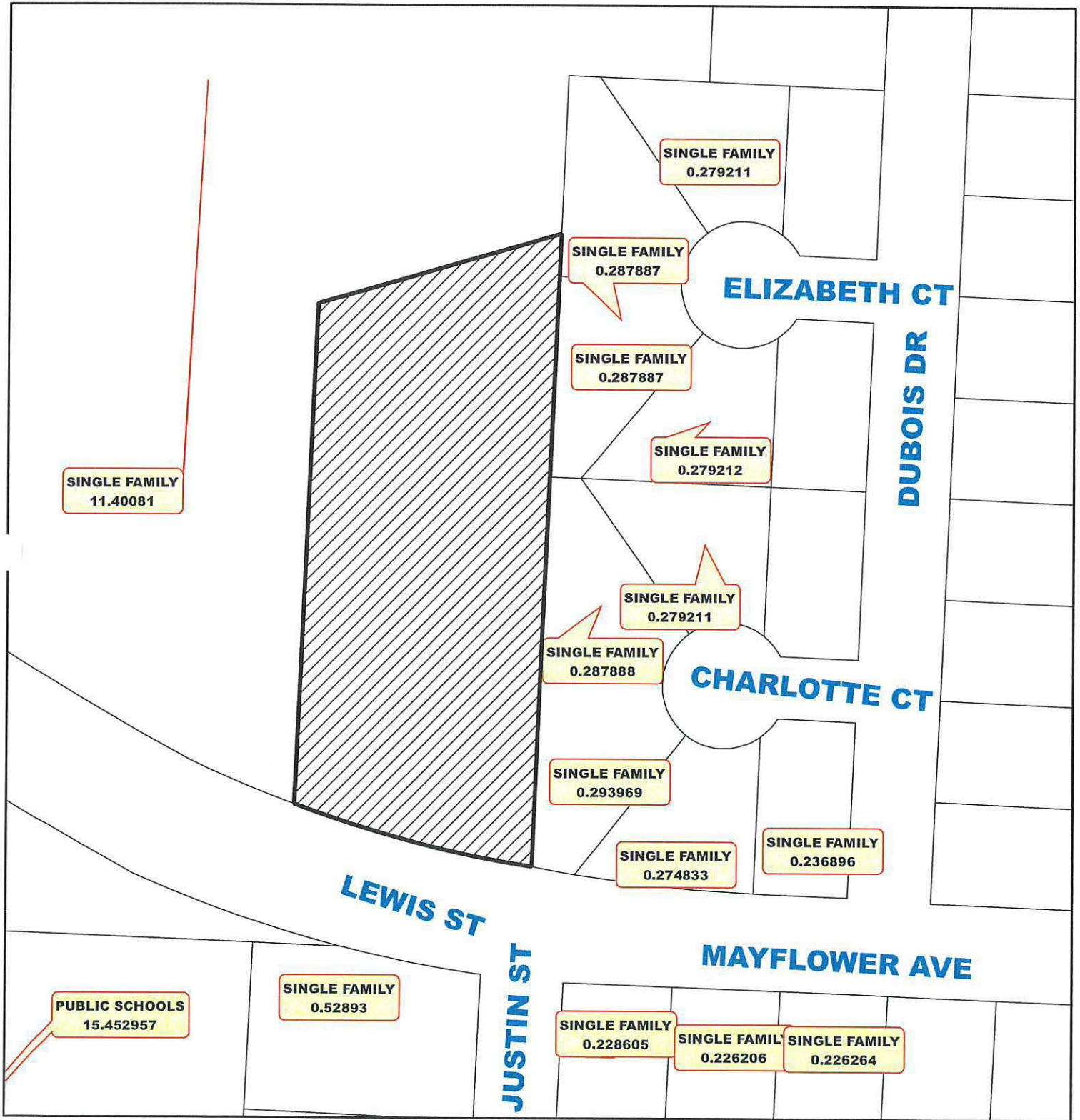
**Aerial Photo**



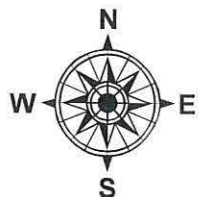


# ATTACHMENT - C

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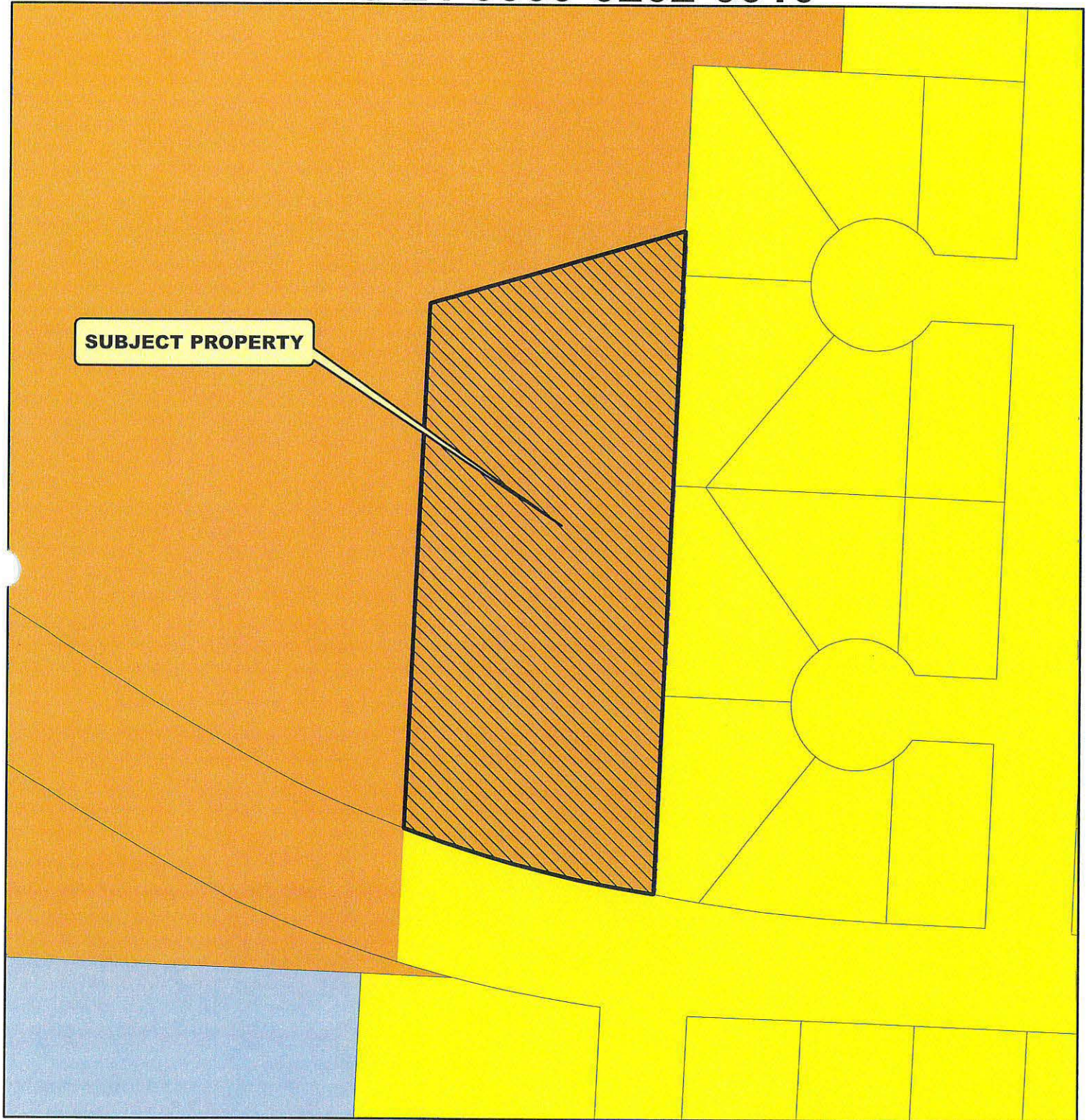
## Existing Land Use Map





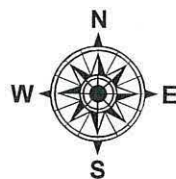
# ATTACHMENT - D

03-2S-24-0000-0202-0010






## FLUM Legend

-  LDR
-  MDR
-  INST



## ZONE Legend

-  R-1
-  R-2
-  INST

# FLUM & Zoning Map





**CHOCTAW ENGINEERING, INC.**  
ENGINEERING · SURVEYING

Mrs. Marissa Martinez  
Okaloosa County Planning & Inspections  
1250 N. Eglin Parkway, Suite 301  
Shalimar, Florida 32579

8 October 2025

**Re: Development Agreement Modification**  
**757 Mayflower Avenue, Ft. Walton Beach, Florida**

**CEI 2022-113-A**

Ms. Martinez:

Choctaw Engineering, Inc. is requesting on behalf of Alabama and Holmes, LLC to modify the Development Agreement date 14 March 2003. The proposed modifications to the Development Agreement will allow the property owner to construct the same number of residential units with a reduced overall building footprint. This will increase the amount of pervious/landscape area on the site which will also provide more area for the stormwater retention facilities. Additionally, the buildings will be constructed with a greater setback from the existing single-family homes to the east. We are also requesting to modify the landscape requirements to increase the size and height of the plantings in lieu of doubling the total number of plantings.

Please contact us at (850) 862-6611 if you have any questions or require additional information.

Sincerely,

**Choctaw Engineering, Inc.**

Mark C. Siner, P.E.  
Florida Registration No. 48831  
President

Attachments:  
Development Agreement  
Site Plan

## NOTICE OF PUBLIC HEARING

The Okaloosa County Growth Management Department notice that, on November 13, 2025, the Okaloosa County Planning Commission will consider:

Consideration of an Amendment to the Development Agreement by and between the Board of County Commissioners and Alabama and Holmes, LLC for the purpose of establishing development rights for certain real property located within the unincorporated area of Okaloosa County; 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 Amendment to the Development Agreement; and, insuring that this Amendment to the Development Agreement is in compliance with applicable provisions of Sections 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

The property is currently zoned Residential-2 (R-2), and the Future Land Use Map (FLUM) designation is Medium Density Residential (MDR). The location of the property is at 757 Mayflower Avenue, Fort Walton Beach, Florida (03-25-24-0000-0202-0010), north of Mayflower Avenue, and contains 2.02 acres more or less.

This Amendment to the Development Agreement proposes to:

- 1) Increase the minimum side setback along the eastern property line from forty (40) feet to fifty (50) feet.
- 2) Change the maximum building height from two stories to three stories.
- 3) Reduce overall building footprint and increase the amount of open area for stormwater retention facilities.
- 4) Modify the site plan to locate both buildings west of the parking lot in order to increase the distance from existing single-family homes.
- 5) Modify the required plantings along the eastern property line to increase the size and height of the plantings in lieu of doubling the total number of required plantings.

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

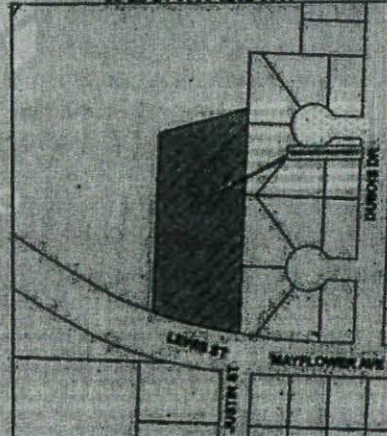
The meeting will be held at 5:01 PM or soon thereafter in the Okaloosa County Administrative Building, 1250 Eglin Parkway N., Shalimar, FL.

The proposed Agreement may be inspected by the public at the Department of Growth Management offices in Shalimar, 1250 N. Eglin Pkwy., 3rd floor, (850) 651-7180 or in Growth Management offices located at 402 Brookmeade Dr, Crestview, (850) 689-5080.

If any person decides to appeal any decision made with respect to any matter considered at these hearings, such person will need a record of the proceeding and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Okaloosa County adheres to the Americans with Disabilities Act and will make reasonable modifications for access to these hearings upon request. Requests may be made to the Growth Management offices described above and must be made at least 48 hours in advance of the hearings in order to provide the requested service.

03-25-24-0000-0202-0010





## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into on this 14th day of March of the year 2023, by and between Alabama and Holmes, LLC, a limited liability company established pursuant to the laws of the State of Florida (hereinafter referred to as "DEVELOPER") and Okaloosa County, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY"), collectively the "PARTIES" for the purpose of: establishing development rights 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, insuring 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, DEVELOPER owns and proposes to develop a 2.02-acre property (the "Property") located at 757 Mayflower Avenue within the unincorporated area of Okaloosa County, as more particularly described by the legal description set forth in Exhibit "A" attached hereto;

WHEREAS, DEVELOPER filed an application with the COUNTY to amend the *County's Comprehensive Plan* ("Comprehensive Plan") by changing the future land use designation of the Property from Low Density Residential to Medium Density Residential ("Comprehensive Plan Amendment") and filed an application to change the zoning district of the Property from R-1 to R-2 ("Zoning Change") collectively, the "Applications");

WHEREAS, the Applications are scheduled to be heard by the Okaloosa County Planning Commission and the Okaloosa County Board of County Commissioners at duly advertised public hearings in accordance with statutory requirements;

WHEREAS, this Agreement may be considered supporting analysis for the requested Comprehensive Plan Amendment and Zoning Change, but this Agreement is not intended to pre-determine the recommendation of the Planning Commission and the Board of County Commissioners decisions on the Applications, which are subject to input and proper review at the required public hearings;

WHEREAS, if the Applications are approved by the COUNTY, DEVELOPER proposes to develop the Property in accordance with the Medium Density Residential future land use category and the R-2 Zoning district as well as the terms and conditions set forth in this Agreement;

WHEREAS, this Agreement complies with the requirements of the Florida Local Government AGREEMENT Act as set forth in ss. 163.3220 through ss. 163. 3243, Florida Statutes;



WHEREAS, Section 1A.02.10 of the County Land Development Code authorizes the COUNTY to enter into Development Agreements with developers in accordance with the requirements of the Florida Local Government Development Agreement Act;

WHEREAS, this Agreement was heard at duly noticed public hearings held on November 10, 2022 by the Okaloosa County Planning Commission and on January 17, 2023 by the Okaloosa County Board of County Commissioners; and

WHEREAS, the terms and conditions of this Agreement are necessary and appropriate to protect the public health, safety and welfare.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

## ARTICLE II ESSENTIAL REQUIREMENTS

2.1 Incorporation of Recitals. The Recitals set forth above are true and correct and are hereby incorporated as though fully set forth herein.

2.2 Permitted Uses. The Property shall be developed with the following uses ("Proposed Development"), subject to all terms, conditions and requirements of this Agreement:

A. A maximum of thirty-two (32) apartment units in accordance with the Medium Density Residential land use category and R-2 zoning district;

B. Parking and driveway aisles in accordance with the County Land Development Regulations based on the number of proposed apartment units;

C. Accessory uses and structures, which may include but are not limited to, indoor and outdoor recreational facilities, mail boxes, and fences;

D. Stormwater management facilities in compliance with the Comprehensive Plan and COUNTY Land Development Regulations; and

E. Utilities serving the apartment units and accessory uses.

2.3 Required Public Facilities and Compliance with Adopted Level of Service ("LOS") Standards. The Proposed Development will be served by adequate public facilities and will comply with all applicable level of service standards in accordance with the COUNTY'S concurrency requirements as addressed below.

A. The COUNTY shall provide water and sewer centralized utilities to serve the Proposed Development. The DEVELOPER shall pay connection fees to the COUNTY for the net increase in water and sewer flows after deducting the estimated flows from the church that exists on the

Property. The COUNTY shall reserve concurrency capacity for water and sanitary sewer upon approving the Site Plan for the Proposed Development.

B. The COUNTY shall provide solid waste collection and disposal services.

C. The DEVELOPER shall provide on-site stormwater management facilities designed and constructed in compliance with COUNTY drainage LOS standards, including water quantity and water quality treatment standards. The DEVELOPER understands that the COUNTY may be considering options to address near-shore water quality improvements in this general area.

In addition to complying with required water quality treatment standards, the DEVELOPER shall cooperate with the COUNTY in considering any COUNTY-initiated water quality proposals affecting this general area or relating in any manner to the Property, providing that such cooperation shall not delay site plan review or approval of a site plan that complies with County drainage LOS standards.

D. The DEVELOPER shall demonstrate at time of site plan approval that the Proposed Development complies with COUNTY transportation concurrency requirements. Based on the analysis presented for the Applications, the Proposed Development is not expected to trigger LOS deficiencies on roadways subject to transportation concurrency. However, if a LOS deficiency occurs as a result of site plan approval, DEVELOPER shall make a proportionate share payment in accordance the COUNTY's concurrency program.

E. The DEVELOPER shall demonstrate at time of site plan approval that the Proposed Development complies with COUNTY recreation concurrency requirements. Based on the analysis presented for the Applications, the Proposed Development is not expected to trigger LOS deficiencies for recreational acreage.

2.4 Required Local Government Permits and Authorizations. DEVELOPER shall obtain the following permits and authorizations from the COUNTY:

- A. site plan approval;
- B. building permits;
- C. tree removal permit to the extent applicable;
- D. driveway permit;
- E. certificates of concurrency; and
- F. certificates of occupancy.

2.5 Consistency with the Comprehensive Plan and COUNTY Land Development Regulations. This Agreement is consistent with the Comprehensive Plan and COUNTY Land Development Regulations in effect on the date that the PARTIES entered into this Agreement.

2.6 DEVELOPER Commitments to Ensure Compatibility. DEVELOPER shall incorporate the following design concepts in the site plan proposed for the Proposed Development:

- A. Two apartment buildings will be provided to reduce building mass in any single building.

B. Apartment buildings shall not exceed ~~two~~ three stories.

~~C. It is anticipated one building will be larger and include more units than the other building. The site plan will locate the larger building to the west of parking areas or otherwise~~  
Provide a minimum side setback along the eastern property line of ~~forty (40)~~ fifty (50) feet rather than the minimum setback of ten feet required by the R-2 zoning district. ~~The smaller building will maintain a minimum side setback of twenty (20) feet along the eastern property line. This layout achieves a density transition and maximizes protection of the single-family neighborhood to the east. Apartment buildings and accessory structures shall designed with architectural features, including variable rooflines, projections and/or recessions, fenestration, and varied textural treatments for visual interest; and~~

~~D. The required number of canopy trees shall be increased by 100% compared to minimum buffer requirements along the eastern Property line.~~ Increase the size of the required plantings within the landscape buffer along the eastern property line to the following:

Canopy trees: 10 feet height and 4-inch diameter measured at 4' above natural grade

Understory trees: 8 feet height and 2-inch diameter measured at 4' above natural grade

Shrubs: 24 inches in height

2.7 **Omissions.** If this Agreement does not address a particular permit, condition, term or restriction, such omission shall not relieve DEVELOPER of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

2.8 **Recording, Effective Date and Duration.** This Agreement shall be recorded with the Clerk of Circuit Court in Okaloosa County within 14 days of the date of execution. The Effective Date of this Agreement shall be the date of recording with the Clerk of Circuit Court, unless the approved Comprehensive Plan Amendment or Zoning Change is appealed, in which case, the Effective Date of this Agreement shall be the effective date of the Comprehensive Plan Amendment or Zoning Change. The duration of this Agreement shall be ten (10) years from the Effective Date.

2.9 **Applicability of COUNTY Laws.** The Comprehensive Plan and COUNTY Land Development Regulations in effect on the date of execution of this Agreement and the provisions of this Agreement, including but not limited to Sections 2.2 and 2.6, shall govern the development of the Property for the duration of this Agreement and following the 10-year duration period until such time as the Future Land Use or Zoning is lawfully amended or the Property is developed in accordance with Sections 2.2 and 2.6, whichever occurs first. The COUNTY may apply subsequently adopted laws and policies to the development of the Property only if the COUNTY has held a public hearing and determined:

A. They are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities, or densities set forth in this Agreement;

B. They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to this Agreement;

C. They are specifically anticipated and provided for in this Agreement;

D. The COUNTY demonstrates that substantial changes have occurred in pertinent conditions existing at the time of execution of the Agreement; or

E. The COUNTY finds that this Agreement is based on substantially inaccurate information supplied by the DEVELOPER.

This section does not abrogate any rights that may vest pursuant to common law.

### ARTICLE III. AGREEMENT AND COVENANT

3.1 By execution hereof, the County acknowledges and agrees that this particular Agreement will encourage proper use of the Property, promote economic use of land 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.

3.2 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, including the requirement in Section 2.9 concerning the applicability of Sections 2.2 and 2.6 following the 10-year duration period.

3.3 This Agreement shall be amended only through written amendments executed by both PARTIES after duly noticed public hearings in accordance with Florida Statutes and the procedures required by the COUNTY Land Development Code.

3.4 If state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the PARTIES' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

3.5 To the extent that the Developer fails to perform any of the actions or requirements contained in this Agreement, the County shall provide written notice to the Developer of such 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.

3.6 In the event that a dispute arises between the PARTIES concerning compliance with the terms, conditions and requirements of this Agreement, the PARTIES shall make a good faith effort to resolve the dispute through informal proceedings. COUNTY shall provide reasonable notice to DEVELOPER and afford the DEVELOPER the right to provide competent, substantial evidence at a public hearing to demonstrate substantial compliance the terms, conditions and requirements of this Agreement prior to considering revocation of the Agreement. The COUNTY shall consider

revoking the Agreement based only upon competent substantial evidence that the DEVELOPER has failed to substantially comply with the terms, conditions and requirements of this Agreement.

3.7 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 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)

Nathaniel Henderson on behalf of Alabama and Holmes, LLC  
695 Denton Boulevard  
Fort Walton Beach, Florida 32547

As to the County: (Name and Address)

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

And a copy to:

Lynn M. Hoshihara  
County Attorney  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308

**Section 14. Enforcement.** This Agreement may be enforced by the COUNTY and DEVELOPER in the Circuit Court of Okaloosa County. The PARTIES participated in drafting this Agreement. In interpreting the provisions of this Agreement, no deference shall be granted to the COUNTY or DEVELOPER.

This space intentionally blank.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

OKALOOSA COUNTY BOARD OF COUNTY  
COMMISSIONERS

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Robert A. "Trey" Goodwin, III, Channan

ATTEST:

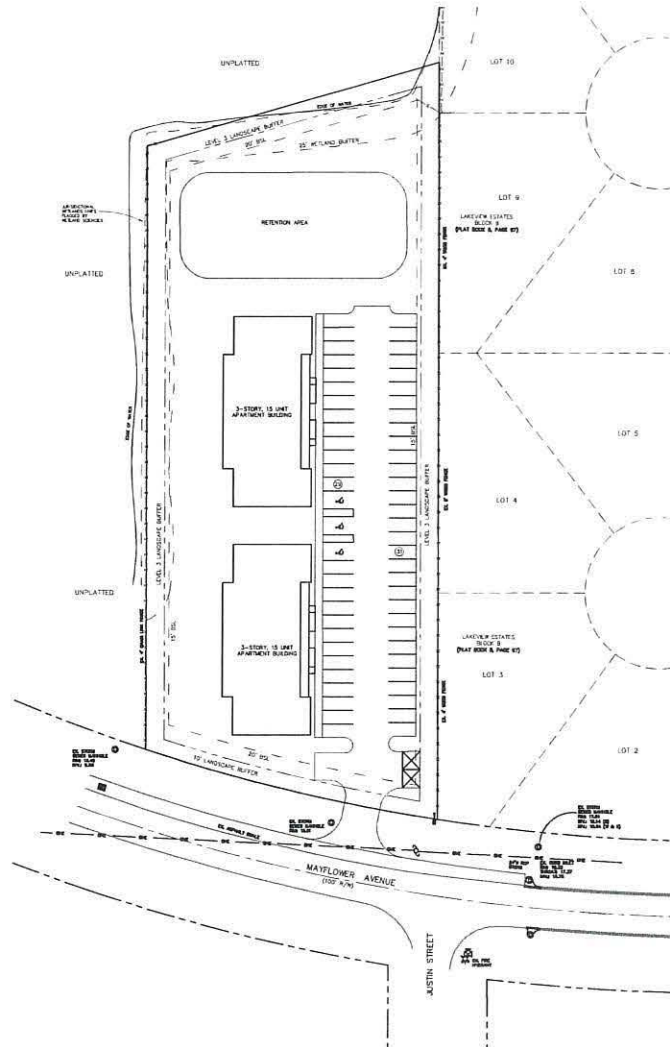
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J.D. Peacock II  
Clerk of Circuit Court

DEVELOPER

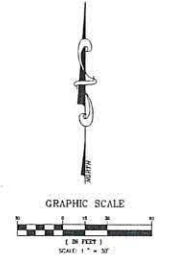
ALABAMA & HOLMES, LLC, a Florida  
limited liability company





## SITE DATA TABLE:

ZONED: R-2  
 LAND USE: MHA  
 FLOOD ZONE: X-1  
 BUILDING SETBACKS:  
 REQUIRED: 10' (1-2 STORIES)  
 15' (3-4 STORIES)  
 20' (5-6 STORIES)  
 25' (7-8 STORIES)  
 30' (9-10 STORIES)  
 BUILDING INFORMATION:  
 BUILDING HEIGHT: 40'  
 TOTAL UNITS: 30 UNITS  
 TOTAL SITE AREA: 2.00 ACRES  
 SITE DENSITY: 30 UNITS/2.00 ACRES = 15.0 UNITS/ACRE  
 PARKING SPACES REQUIRED: 2 PER UNIT (20) = 60 SPACES  
 PARKING SPACES PROVIDED: 60 SPACES  
 \*FLOOD ZONE INFORMATION PER FLOOD INSURANCE RATE MAP OF  
 DALLAS COUNTY, TEXAS, COMPLETION DATE: 10/17/2013, 1:50,000 SCALE



LEGEND	
[Symbol]	UNPLATTED
[Symbol]	CONCRETE
[Symbol]	SEWER LINE
[Symbol]	POWER POLE
[Symbol]	STANCHION
[Symbol]	LIGHT POLE
[Symbol]	OVERHEAD UTILITY LINE
[Symbol]	ELECTRICAL BOX
[Symbol]	TELEPHONE BOX
[Symbol]	TELEPHONE BOX
[Symbol]	FENCE
[Symbol]	TRAFFIC ARROW
[Symbol]	CONCRETE
[Symbol]	SINGLE POLE SIGN
[Symbol]	DOUBLE POLE SIGN
[Symbol]	MONITORING WELL

**CHOCTAW ENGINEERING, INC.**  
 ENGINEERING • ENVIRONMENTAL • SURVEYING  
 18 TRINITY AVENUE  
 FORT WORTH, TEXAS 76104  
 PHONE: 817-335-6601  
 FAX: 817-335-6602  
 EMAIL: CHOCTAWENGINEERING.COM

PROFESSIONAL SEAL AND EXPIRATION DATE: 12/31/2019

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**WATER OAKS APARTMENTS**  
 SITE PLAN  
 PREPARED BY: CHOCTAW ENGINEERING, INC.  
 DATE: 10/17/2013

1 of 1

## DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is entered into on this 14th day of March of the year 2023, by and between Alabama and Holmes, LLC, a limited liability company established pursuant to the laws of the State of Florida (hereinafter referred to as "**DEVELOPER**") and Okaloosa County, a political subdivision of the State of Florida (hereinafter referred to as "**COUNTY**"), collectively the "**PARTIES**" for the purpose of: establishing development rights 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, insuring 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**, DEVELOPER owns and proposes to develop a 2.02-acre property (the "**Property**") located at 757 Mayflower Avenue within the unincorporated area of Okaloosa County, as more particularly described by the legal description set forth in **Exhibit "A"** attached hereto;

**WHEREAS**, DEVELOPER filed an application with the COUNTY to amend the *County's Comprehensive Plan* ("**Comprehensive Plan**") by changing the future land use designation of the Property from Low Density Residential to Medium Density Residential ("**Comprehensive Plan Amendment**") and filed an application to change the zoning district of the Property from R-1 to R-2 ("**Zoning Change**") collectively, the "**Applications**";

**WHEREAS**, the Applications are scheduled to be heard by the Okaloosa County Planning Commission and the Okaloosa County Board of County Commissioners at duly advertised public hearings in accordance with statutory requirements;

**WHEREAS**, this Agreement may be considered supporting analysis for the requested Comprehensive Plan Amendment and Zoning Change, but this Agreement is not intended to pre-determine the recommendation of the Planning Commission and the Board of County Commissioners decisions on the Applications, which are subject to input and proper review at the required public hearings;

**WHEREAS**, if the Applications are approved by the COUNTY, DEVELOPER proposes to develop the Property in accordance with the Medium Density Residential future land use category and the R-2 Zoning district as well as the terms and conditions set forth in this Agreement;

**WHEREAS**, this Agreement complies with the requirements of the Florida Local Government AGREEMENT Act as set forth in ss. 163.3220 through ss. 163.3243, Florida Statutes;

**WHEREAS**, Section 1A.02.10 of the County Land Development Code authorizes the COUNTY to enter into Development Agreements with developers in accordance with the requirements of the Florida Local Government Development Agreement Act;

**WHEREAS**, this Agreement was heard at duly noticed public hearings held on November 10, 2022 by the Okaloosa County Planning Commission and on March 14, 2023 by the Okaloosa County Board of County Commissioners; and

**WHEREAS**, the terms and conditions of this Agreement are necessary and appropriate to protect the public health, safety and welfare.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

## **ARTICLE II ESSENTIAL REQUIREMENTS**

**2.1 Incorporation of Recitals.** The Recitals set forth above are true and correct and are hereby incorporated as though fully set forth herein.

**2.2 Permitted Uses.** The Property shall be developed with the following uses ("Proposed Development"), subject to all terms, conditions and requirements of this Agreement:

A. A maximum of thirty-two (32) apartment units in accordance with the Medium Density Residential land use category and R-2 zoning district;

B. Parking and driveway aisles in accordance with the County Land Development Regulations based on the number of proposed apartment units;

C. Accessory uses and structures, which may include but are not limited to, indoor and outdoor recreational facilities, mail boxes, and fences;

D. Stormwater management facilities in compliance with the Comprehensive Plan and COUNTY Land Development Regulations; and

E. Utilities serving the apartment units and accessory uses.

**2.3 Required Public Facilities and Compliance with Adopted Level of Service ("LOS") Standards.** The Proposed Development will be served by adequate public facilities and will comply with all applicable level of service standards in accordance with the COUNTY'S concurrency requirements as addressed below.

A. The COUNTY shall provide water and sewer centralized utilities to serve the Proposed Development. The DEVELOPER shall pay connection fees to the COUNTY for the net increase in water and sewer flows after deducting the estimated flows from the church that exists on the

Property. The COUNTY shall reserve concurrency capacity for water and sanitary sewer upon approving the Site Plan for the Proposed Development.

B. The COUNTY shall provide solid waste collection and disposal services.

C. The DEVELOPER shall provide on-site stormwater management facilities designed and constructed in compliance with COUNTY drainage LOS standards, including water quantity and water quality treatment standards. The DEVELOPER understands that the COUNTY may be considering options to address near-shore water quality improvements in this general area.

In addition to complying with required water quality treatment standards, the DEVELOPER shall cooperate with the COUNTY in considering any COUNTY-initiated water quality proposals affecting this general area or relating in any manner to the Property, providing that such cooperation shall not delay site plan review or approval of a site plan that complies with County drainage LOS standards.

D. The DEVELOPER shall demonstrate at time of site plan approval that the Proposed Development complies with COUNTY transportation concurrency requirements. Based on the analysis presented for the Applications, the Proposed Development is not expected to trigger LOS deficiencies on roadways subject to transportation concurrency. However, if a LOS deficiency occurs as a result of site plan approval, DEVELOPER shall make a proportionate share payment in accordance the COUNTY's concurrency program.

E. The DEVELOPER shall demonstrate at time of site plan approval that the Proposed Development complies with COUNTY recreation concurrency requirements. Based on the analysis presented for the Applications, the Proposed Development is not expected to trigger LOS deficiencies for recreational acreage.

**2.4 Required Local Government Permits and Authorizations.** DEVELOPER shall obtain the following permits and authorizations from the COUNTY:

- A. site plan approval;
- B. building permits;
- C. tree removal permit to the extent applicable;
- D. driveway permit;
- E. certificates of concurrency; and
- F. certificates of occupancy.

**2.5 Consistency with the Comprehensive Plan and COUNTY Land Development Regulations.** This Agreement is consistent with the Comprehensive Plan and COUNTY Land Development Regulations in effect on the date that the PARTIES entered into this Agreement.

**2.6 DEVELOPER Commitments to Ensure Compatibility.** DEVELOPER shall incorporate the following design concepts in the site plan proposed for the Proposed Development:

- A. Two apartment buildings will be provided to reduce building mass in any single building.

B. Apartment buildings shall not exceed two stories.

C. It is anticipated one building will be larger and include more units than the other building. The site plan will locate the larger building to the west of parking areas or otherwise provide a minimum side setback along the eastern property line of forty (40) feet rather than the minimum setback of ten feet required by the R-2 zoning district. The smaller building will maintain a minimum side setback of twenty (20) feet along the eastern property line. This layout achieves a density transition and maximizes protection of the single-family neighborhood to the east. Apartment buildings and accessory structures shall be designed with architectural features, including variable rooflines, projections and/or recessions, fenestration, and varied textural treatments for visual interest; and

D. The required number of canopy trees shall be increased by 100% compared to minimum buffer requirements along the eastern Property line.

**2.7 Omissions.** If this Agreement does not address a particular permit, condition, term or restriction, such omission shall not relieve DEVELOPER of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

**2.8 Recording, Effective Date and Duration.** This Agreement shall be recorded with the Clerk of Circuit Court in Okaloosa County within 14 days of the date of execution. The Effective Date of this Agreement shall be the date of recording with the Clerk of Circuit Court, unless the approved Comprehensive Plan Amendment or Zoning Change is appealed, in which case, the Effective Date of this Agreement shall be the effective date of the Comprehensive Plan Amendment or Zoning Change. The duration of this Agreement shall be ten (10) years from the Effective Date.

**2.9 Applicability of COUNTY Laws.** The Comprehensive Plan and COUNTY Land Development Regulations in effect on the date of execution of this Agreement and the provisions of this Agreement, including but not limited to Sections 2.2 and 2.6, shall govern the development of the Property for the duration of this Agreement and following the 10-year duration period until such time as the Future Land Use or Zoning is lawfully amended or the Property is developed in accordance with Sections 2.2 and 2.6, whichever occurs first. The COUNTY may apply subsequently adopted laws and policies to the development of the Property only if the COUNTY has held a public hearing and determined:

A. They are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities, or densities set forth in this Agreement;

B. They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to this Agreement;

C. They are specifically anticipated and provided for in this Agreement;

D. The COUNTY demonstrates that substantial changes have occurred in pertinent conditions existing at the time of execution of the Agreement; or

E. The COUNTY finds that this Agreement is based on substantially inaccurate information supplied by the DEVELOPER.

This section does not abrogate any rights that may vest pursuant to common law.

### **ARTICLE III. AGREEMENT AND COVENANT**

3.1 By execution hereof, the County acknowledges and agrees that this particular Agreement will encourage proper use of the Property, promote economic use of land 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.

3.2 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, including the requirement in Section 2.9 concerning the applicability of Sections 2.2 and 2.6 following the 10-year duration period.

3.3 This Agreement shall be amended only through written amendments executed by both PARTIES after duly noticed public hearings in accordance with Florida Statutes and the procedures required by the COUNTY Land Development Code.

3.4 If state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the PARTIES' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

3.5 To the extent that the Developer fails to perform any of the actions or requirements contained in this Agreement, the County shall provide written notice to the Developer of such 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.

3.6 In the event that a dispute arises between the PARTIES concerning compliance with the terms, conditions and requirements of this Agreement, the PARTIES shall make a good faith effort to resolve the dispute through informal proceedings. COUNTY shall provide reasonable notice to DEVELOPER and afford the DEVELOPER the right to provide competent, substantial evidence at a public hearing to demonstrate substantial compliance the terms, conditions and requirements of this Agreement prior to considering revocation of the Agreement. The COUNTY shall consider

revoking the Agreement based only upon competent substantial evidence that the DEVELOPER has failed to substantially comply with the terms, conditions and requirements of this Agreement.

3.7 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 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)

Nathaniel Henderson on behalf of Alabama and Holmes, LLC  
695 Denton Boulevard  
Fort Walton Beach, Florida 32547

As to the County: (Name and Address)

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

And a copy to:

Lynn M. Hoshihara  
County Attorney  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308

**Section 14. Enforcement.** This Agreement may be enforced by the COUNTY and DEVELOPER in the Circuit Court of Okaloosa County. The PARTIES participated in drafting this Agreement. In interpreting the provisions of this Agreement, no deference shall be granted to the COUNTY or DEVELOPER.

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IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

**OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**

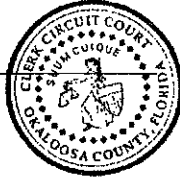


Robert A. "Trey" Goodwin, III, Chairman

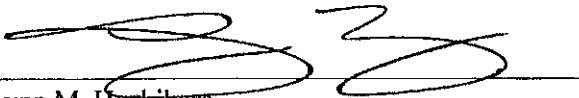
**ATTEST:**



J.D. Peacock II  
Clerk of Circuit Court



**APPROVED AS TO LEGAL FORM:**



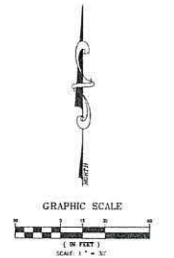
Lynn M. Hoshitara  
County Attorney

DEVELOPER

ALABAMA & HOLMES, LLC, a Florida  
limited liability company

Nathaniel Henderson 3/6/23

By: Nathaniel Henderson



TOTAL SITE AREA: 2.02 ACRES  
TOTAL UNITS: 32 UNITS  
SITE DENSITY: 15.85 UNITS/ACRE  
PARKING SPACES PROVIDED: 68 SPACES

**WATER OAKS APARTMENTS**

**SITE PLAN**

Not valid unless bearing Engineer's embossed seal.

**MARK C. SHER, P.E.**  
Professional Engineer, License No. 10000

Job No: 2022-113-1  
Date: 25 MAY 2022  
File Vol: N/A  
Scale: 1" = 30'  
Draw No: 22113A-EM  
Designed: MCS  
Drawn: CRG  
Checked: MCS  
Sheet  
1 of 1