



City of Destin

September 6, 2002

Order No. 02-28

Final Development Order:

**“HARBOR LANDING”:
A MAJOR DEVELOPMENT
(SP-00-47)**

Based upon the City Council’s approval of the Settlement Agreement on June 10, 2002, this document will serve as your Final Development Order, to include all of the provisions of the attached Technical Review Committee Report and with the following conditions, as specified by the City Council:

BACKGROUND / ISSUE:

- Applicant:** Steven R. Bennett, on behalf of Harbor Land Trust.
- Location:** The proposed project is generally located along the north side of Gulf Shore Drive surrounding the harbor flushing station, more specifically known as Property Appraiser’s parcel I.D. 00-2S-22-0701-000P-0050.
- Request:** Approval of a Major Development identified as “Harbor Landing.” The proposed project consists of the following as a result of the Stipulated Agreement to Settle Litigation (Settlement Agreement) dated June 10, 2002 (See Exhibit “A”): Parcel “A” consists of “Tower 1” (38 unit, 12 story condominium), “Tower 2” (44 unit, 12 story condominium), a 1,600 square foot club house. Parcel “B” consists of “Building 3”(27 unit, 6 story condominium). Parcel “C” consists of the Marina Store and Management Facility. Also included with this development is a forty-nine (49) slip commercial marina.
- Parcel Size:** The overall property contains 7.84 acres more or less.
Parcel “A” = 4.64 acres
Parcel “B” = 1.75 acres
Parcel “C” = 1.45 acres
- Future Land Use:** Mixed Use (MU)
- Zoning District:** Special Marina Residential (SMR)
- Density:** Tower 1: 38 Rental restricted units (dwelling units)
Tower 2: 34, 3 bedroom units = 102 lodging units
10, 2 bedroom units = 20 lodging units
Building 3: 27, 2 bedroom units = 54 lodging units
Marina Management Facility: 1 Rental restricted unit (dwelling unit)

19.9 Dwelling Units/Acre x 7.84 acres = 156 dwelling units allowed
156 dwelling units allowed – 39 dwelling units proposed – 117 dwelling units remaining

117 dwelling units remaining x 1.5 lodging/dwelling unit (derived multiplier) = 176 lodging units allowed
176 lodging units allowed – 176 lodging units proposed = 0 lodging units remaining

Total Site Density:

110 Units / 7.84 acres = 14.03 units/acre

Parcel "A": 82 Units / 4.64 acres = 17.67 units/acre

Parcel "B": 27 Units / 1.75 acres = 15.43 units/acre

Parcel "C": 1 Unit / 1.45 acres = 0.69 units/acre

Note: Harbor Landing reserves the right to adjust the mix of short-term rental units and rental restricted units (long-term units) upon final adoption of Ordinance-151.22.

Intensity: Allowed: 1.07 Floor Area Ratio (FAR)

Overall Site Proposed: 0.53 FAR

Parcel "A" Proposed: 0.87 FAR

Parcel "B" Proposed: 0.37 FAR

Parcel "C" Proposed: 0.07 FAR

Application Date: July 31, 2000

TRC Date: August 16, 2000

Approved Site Plan Date: January 3, 2001

Planning Commission Date: February 15, 2001 & February 22, 2001

City Council Date: March 12, 2001, March 20, 2001, April 9, 2001, May 10, 2001, and May 29, 2001. Settlement Agreement heard June 3, 2002, and signed June 10, 2002

DETERMINATIONS:

1. The Destin City Council held hearings on March 12, 2001, March 20, 2001, April 9, 2001, May 10, 2001, and May 29, 2001. May 29, 2001, City Council denied the application. On June 3, 2002, the Settlement Agreement was heard and approved by a vote of 5-1. The Settlement Agreement was finalized and signed on June 10, 2002, by all parties.
2. The Planning Commission considered the proposal on February 15, 2001, and February 22, 2001, and recommended that the City Council approve the proposed project as presented by staff. The motion passed by a vote of 4-1; and
3. All the findings of the Technical Review Committee Report dated February 12, 2001, and amended on March 2, 2001, and June 3, 2002 per the Stipulated Agreement to Settle Litigation (See Exhibit "A").

CONDITIONS OF APPROVAL FOR "HARBOR LANDING," A MAJOR DEVELOPMENT (SP-00-47):

1. Pursuant to the City of Destin Land Development Code and the City of Destin Code of Ordinances:

Site Plan and building permit approvals must be obtained as provided in paragraph 12N below.

WARNING: If the applicant/owner has not obtained a construction permit(s) within 365 days of issuance of the final site plan approval for the first phase to be pursued as provided in paragraph 12N below, the Development Order is void and the application for plan approval must be re-initiated.

NOTE: An applicant/owner who desires to extend the twelve (12) month deadline shall submit a request to the Community Development Department, no less than sixty (60) days prior to the expiration of the twelve (12) month deadline to obtain a construction permit. The applicant /owner should review Article 2, Section 2.15.00, of the Destin Land Development Code for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition Number 1 above, and applies for all additional site plan approvals no later than three years after the effective date hereof, the concurrency status for "Harbor Landing" is protected through September 6, 2010. **The protected concurrency status, however, will be lost if the applicant/owner fails to follow procedures as stated in paragraph 12N.**
3. The applicant must obtain City of Destin permits for the following activities on and off site (These may require appropriate 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.
4. **Prior to the issuance of the Development Order**, all outstanding costs associated with this project that are owed to the City must be paid in full.
5. **Prior to the issuance of a Clearing/Grading Permit**, a clearing/grading plan must be submitted and approved by the Community Development Department.
6. **Prior to the issuance of a Building Permit for the condominium towers**, a construction crane registration form, which has been approved by Okaloosa County Airport Authority, must be submitted.
7. **Prior to the issuance of any Certificate of Occupancy for any building**, the impact fee applicable to that building shall be paid.
8. **Prior to the issuance of any Certificate of Occupancy**, the landscaping must be inspected and approved by the Community Development Department.
9. **Prior to the issuance of a Certificate of Occupancy**, the Condominium documents must be reviewed and approved by the City Land Use Attorney to determine compliance with the provisions of the final development order that pertain to the condominium documents, namely Condition 12 F, and paragraphs 2 and 3 on page 12 of 19 of the final development order.
10. If groundwater is observed standing in the stormwater structures, the stormwater management plan shall be void and a revised stormwater management plan shall be re-submitted for review and approval.
11. Prior to obtaining a Building Permit, provide a copy of FDEP stormwater permit.

12. As relevant to this Development Order, the following binding provisions are restated and incorporated herein *verbatim* as set forth in the Stipulated Agreement to Settle Litigation dated June 10, 2002 (paragraph 12N states one parenthetical clarification):

- A. Amended Site Plan. Harbor Land's original Application contained a site plan for the Project, which included two condominium towers, seven townhouses, and an 8,000 square foot yacht club with retail space, including a restaurant and lounge. Pursuant to settlement negotiations with the city, Harbor Land agreed to and has submitted to the City an amended conceptual site plan for the Project. The proposed amended site plan, Sheet L-1, dated May 7, 2002, as revised on May 21, 2002, and May 29, 2002, ("Amended Site Plan") is attached to this agreement as Exhibit I. The Amended Site Plan eliminates the restaurant and lounge uses from the proposed yacht club, redesigns the yacht club structure, the town homes structure, and one of the residential condominium towers, and increases landscape buffers on the Project. The Amended Site Plan contains a total of 110 residential units. The mix of residential units (short-term and long-term) is shown on Exhibit "1." Any change in such mix will be required to satisfy parking requirements in effect at the time of such change. In support of the Amended Site Plan, Harbor Land has also submitted a traffic analysis which demonstrates that the redesigned Project, as reflected on the Amended Site Plan, satisfies the City's traffic concurrency requirements. Harbor Land agrees to be bound by all notes, provisions and conditions set forth on the Amended Site Plan, unless revisions are required in the Amended Site Plan as a result of changes required by the City whether pursuant to paragraph 13, or for any other reason, including compliance with applicable City Land Development Regulations.
- B. Construction Phase. The City agrees that the Project can be constructed in four phases. As reflected in Exhibit 1, Parcel A will have two construction phases. The other two construction phases will be Parcels B and C. Harbor Land may seek final site plan approval for the four construction phases in any order or sequence.
- C. Building Design. Harbor Land further agrees that regarding the Project's three residential structures, as depicted on the Amended Site Plan, the following provisions shall apply in addition to the terms of the Amended Site Plan:
1. Tower I. may be architecturally altered prior to final site plan approval but not in a manner that will (1) reduce the east setback (2) increase the height of the building above that presented in the original Application; (3) increase the number of units; or (4) increase habitable square footage.
 2. Tower II. will be modified to reflect the following changes from those indicated in the original Project Application:
 - (1) A two-level parking garage with associated vehicular access ramps will be incorporated into the structure. (This will be floor one and two of Tower II.)
 - (2) The two elevators and any associated machine rooms, trash chutes, etc., will be relocated adjacent to the stairwells to accommodate changes in the parking garages and condominium unit configurations.

- (3) The floor plans for floors 3-12 of Tower II will be changed to accommodate 44 condominium units and meeting room, management and fitness areas. This represents an increase of 8 condominium units.
- (4) Architectural changes will be made to the Tower II building envelope and façade as a result of the above modifications, however, the height, number of stories, and setback relative to Sandpiper Cove will not be changed.

3. Building 3. Building 3 will be governed by the following parameters:

- (1) Building 3 will contain 27 condominium units in a five/six story structure (five stories on each side and six stories in the center.)
- (2) The height of Building 3 at the 34 feet-setback will be 51 feet plus the required height of the roof top guardrail of the five story building component.
- (3) The maximum height of the elevator hoist way and any roof access stairway will not exceed 72 feet and will not be located closer to the western property line of Parcel B than 64 feet. Harbor Land may reduce the height of Building 3 if elevator code requirements so allow. No portion of the structure of Building 3 will exceed 72 feet above grade, with grade not to exceed 9 feet.

- D. Accessory Uses. Other than restaurant and lounge accessory uses, the City and Harbor Land agree that, in the Project approved by this Agreement, any accessory uses, as permitted by the City's SMR Zoning District and the City Comprehensive Plan's Mixed-Use Future Land Use Category may be located on any or all of the three parcels depicted on the Amended Site Plan, for the use of the entire Project. Such accessory uses shall include the use of structures on Parcel C for sale, marketing, association or rental management of condominiums on any or all three parcels. Any accessory retail uses on Parcel C will be available and open to owners or guests of condominium units on Parcels A and B. A cross easement between Parcels A, B, and C as depicted on the Amended Site Plan, will be established for this purpose.
- E. Landscaping. Harbor Land agrees to provide additional landscape buffering substantially in accordance with the enhanced conceptual landscaping plan attached hereto as Exhibit "2." At the time of submittal of Final Site Plans as provided in Paragraph 15 below, the landscaping detail shown on Exhibits "1" and "2" will be conformed to any additional City landscaping and buffering requirements as may apply, at the time of execution of this Agreement.
- F. Marina and Boat Slips. Harbor Land has previously obtained development approvals from the City of Destin and the State of Florida for a 49 boat slip marina adjacent to the Project. Twenty-six (26) of these previously approved slips are "owner oriented." The City agrees to support Harbor Land's application for nine additional boat slips for the Marina subject to Harbor Land's demonstration that the additional boat slips will meet the City's regulations at the time this Settlement Agreement is fully executed. After the

City Department of Community Development determines that the additional boat slips are in compliance with the City's regulations, the Director of the City Department of Community Development will issue a letter to Harbor Land stating that the additional slips are consistent with the City Comprehensive Plan and Land Development Code as such letter may be required by any local, state or federal agency. As to any boat slips which are or have been deemed by the State of Florida to be "ownership oriented," (the 26 previously approved owner oriented and any additional owner oriented slips), Harbor Land will include in its conveyancing documents appropriate language that subsequent conveyance can only be to an owner of a unit in the condominium Project. The previously permitted 49 boat slips are not subject to any City impact fees, but any additional boat slips will be subject to any applicable impact fee, application fee, and N.P.E.B. fees. However, any "ownership oriented" boat slip will be exempt from City impact fees and will not require additional parking spaces. Previously issued City permits and development approvals for the currently approved 49 boat slip marina are hereby extended to August 3, 2003.

- G. Lighting. Harbor Land has agreed to eliminate the restaurant/lounge use and to replace the tennis courts on the original proposed site plan with a swimming pool. Because the prior proposal was more light-intensive use than the settlement proposal, the City agrees that Harbor Land will not be required to submit any new or revised photometric plans for the Project. However, new lighting not previously proposed over 100 watts and closer than fifty (50) feet to the property boundary will require a new photometric plan for such area.
- H. Platting. The City agrees that Harbor Land may plat the Project site into three lots which correspond to Parcels A, B, and C as depicted on the Amended Site Plan. As to any future amendments to the Development Order, the overall site residential density, and the residential density of each parcel created by the plat, shall not exceed the City's allowable residential density for the Harbor Land site, which is 19.9 units per acre. The Development Orders for the Project may be issued by the City prior to approval of the plat of the Project site, but the final Plat must be submitted and approved by the City prior to the issuance of a certificate of occupancy for any phase of the Project.
- I. Retention of Upland Riparian Rights. The City agrees that Harbor Land may retain fee simple title to a five feet wide strip along the seawall and conservation easement on Parcel B and along the shoreline of Parcel A for the purposes of maintaining upland riparian rights of ownership and control of adjacent boat slips. This retained ownership, which will be contiguous to Harbor Land's ownership in Parcel C, shall be reflected on the plat of the Project provided for in paragraph 9 above.
- J. Application fees. The City agrees that the development order application fee previously paid by Harbor Land for its original Application for the Project shall constitute the only application fees due and payable by Harbor Land for the Development Order and the individual final site plans for each of the three phases. Applicable fees for any construction and building permits which are in effect on the date of the issuance of the Development Order shall be applicable to the development of the Project; however, Harbor Land will be entitled to a credit against any such fees in the amount of \$5,357.12 which were paid for building permit and inspection fees, exclusive of plan review fees, for 13 of the previously approved town homes on the Project site.

- K. City Compatibility Fees. Harbor Land agrees to pay to the City the amount of \$4,874.00 for the compatibility analysis performed by the City's consultant Les Solin prior to the Planning Commission hearing on the original Application held on Feb. 15, 2001.
- L. Applicable Regulatory Requirements. With the exception of building construction standards, the City regulatory requirements to be applied to development of the Project are those adopted and in effect at the time of the final execution of this Agreement. However, pending proposed City Ordinance 151.22 may, at the option of Harbor Land, be applied upon its final adoption to the Project. Except as otherwise provided in this Agreement, the impact fees applicable to the Project are those adopted and in effect on the date of the final execution of this Agreement.
- M. City Approval of Application and Agreement and Issuance of Master Development Order. Based on its consideration of the Application, the revisions proposed by Harbor Land, the City Department of Community Development's report and recommendation, and public comment, the City Council finds that the Application, subject to the revisions and conditions contained in this Agreement, is consistent with the Destin Comprehensive Plan and complies with all applicable provisions of the Destin Land Development Code, including all applicable concurrency requirements. The Application, as revised by the Amended Site Plan and subject to the conditions set forth in this Agreement, is hereby deemed approved. Within thirty (30) days of the execution of this Agreement by Harbor Land and the City, the City agrees that it will issue a Development Order to Harbor Land which is consistent with the terms and conditions of this Agreement, including the Amended Site Plan. It is the express understanding of the parties hereto that the Development Order will contain additional standard conditions not inconsistent with the provisions of the settlement agreement and also will contain conditions requiring conformity to requirements regarding landscaping, loading zones, Americans with Disabilities Act access and location of dumpsters, which are in effect at the time of the execution of this Agreement.
- N. Final Site Plans. Prior to development within any parcel, as depicted on the Amended Site Plan, a final site plan for that parcel must be submitted to the City Department of Community Development for its review. If a final site plan for that parcel is consistent with the Amended Site Plan and the terms of this Agreement (as further clarified and explained in paragraph 13 of this Development Order), the Department shall issue a notice approving the final site plan for that parcel. Harbor Land agrees to apply for the first site plan approval within one year of issuance of the Development Order hereunder. Harbor Land agrees to apply for the additional site plan approvals no later than three years after issuance of the Development Order hereunder. Harbor Land must apply for and obtain a building permit for any given phase within one year after the issuance of a notice of approval of a site plan for that phase. Each phase of the Project shall be vested for concurrency under the City's concurrency regulations for a period of five years from the date of the issuance of a notice of site plan approval for that phase. The City agrees to timely and expeditiously review and act on any final site plan or other permit application submitted by Harbor Land for the Project. The time requirements set forth in this paragraph shall be tolled during the pendency of any judicial challenge to or judicial review of the City's issuance of the Development Order or the City's actions on any application for any final site plan approval for the Project.

O. Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary delay, and in recognition of the desire for the speedy and reasonable resolution of this dispute. This Agreement is the culmination of a litigation and settlement process involving many complex factual and legal issues. This Agreement shall not be construed to establish any procedural or substantive precedent as may relate to any other parcel or project within the City of Destin's regulatory jurisdiction.

13. Minor modifications to the Amended Site Plan (Exhibit I to the Stipulated Agreement to Settle Litigation) may be necessary to accommodate requirements of the Destin Fire Control District, the City of Destin, State and Federal Regulatory Agencies, or other technical and design considerations. For purposes of this Development Order, a minor modification is any change of the project, which while differing from the graphic representations on the Amended Site Plan, is nevertheless consistent with the written terms of the Stipulated Agreement to Settle Litigation and the Density Table and Site Data Tables for parcels A and B appearing on the Amended Site Plan. An application for site plan approval for any of the phases of the project may reflect minor modifications to the project as defined herein and will not be treated as formal modifications to this Development Order under Ordinance 152.47. Modifications to the approved project, which requires amending the terms of the Agreement will be subject to the City's process for amendment of Development Orders as stated in Ordinance 152.47.

TECHNICAL REVIEW COMMITTEE REPORT

"HARBOR LANDING": A MAJOR DEVELOPMENT (SP-00-47)

TRC Report: February 12, 2001, and amended on March 2, 2001, and June 3, 2002 per the Stipulated Agreement to Settle Litigation

ISSUE:

- Applicant:** Steven R. Bennett, on behalf of Harbor Land Trust.
- Location:** The proposed project is generally located along the north side of Gulf Shore Drive surrounding the harbor flushing station, more specifically known as Property Appraiser's parcel I.D. 00-2S-22-0701-000P-0050.
- Request:** Approval of a Major Development identified as "Harbor Landing." The proposed project consists of the following as a result of the Stipulated Agreement to Settle Litigation (Settlement Agreement) dated June 10, 2002 (See Exhibit "A"): Parcel "A" consists of "Tower 1" (38 unit, 12 story condominium), "Tower 2" (44 unit, 12 story condominium), a 1,600 square foot club house. Parcel "B" consists of "Building 3" (27 unit, 6 story condominium). Parcel "C" consists of the Marina Store and Management Facility. Also included with this development is a forty-nine (49) slip commercial marina.
- Parcel Size:** The overall property contains 7.84 acres more or less.
Parcel "A" = 4.64 acres
Parcel "B" = 1.75 acres
Parcel "C" = 1.45 acres
- Future Land Use:** Mixed Use (MU)
- Zoning District:** Special Marina Residential (SMR)
- Density:** Tower 1: 38 Rental restricted units (dwelling units)
Tower 2: 34, 3 bedroom units = 102 lodging units
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156 dwelling units allowed - 39 dwelling units proposed = 117 dwelling units remaining
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176 lodging units allowed - 176 lodging units proposed = 0 lodging units remaining
- Total Site Density:
110 Units / 7.84 acres = 14.03 units/acre
Parcel "A": 82 Units / 4.64 acres = 17.67 units/acre
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Parcel "C": 1 Unit / 1.45 acres = 0.69 units/acre

Note: Harbor Landing reserves the right to adjust the mix of short-term rental units and rental restricted units (long-term units) upon final adoption of Ordinance 151.22.

Intensity: Allowed: 1.07 Floor Area Ratio (FAR)
Overall Site Proposed: 0.53 FAR
Parcel "A" Proposed: 0.87 FAR
Parcel "B" Proposed: 0.37 FAR
Parcel "C" Proposed: 0.07 FAR

Application Date: July 31, 2000
TRC Date: August 16, 2000
Approved Site Plan Date: January 3, 2001 -
Planning Commission Date: February 15, 2001 & February 22, 2001
City Council Date: March 12, 2001, March 20, 2001, April 9, 2001, May 10, 2001, and May 29, 2001. Settlement Agreement heard June 3, 2002, and signed June 10, 2002

DISCUSSION/FINDINGS:

Steven R. Bennett, on behalf of Harbor Land Trust, is requesting approval of a Major Development identified as "Harbor Landing." The proposed project consists of the following as a result of the Stipulated Agreement to Settle Litigation (Settlement Agreement) dated June 10, 2002 (See Exhibit "A"): Parcel "A" consists of "Tower 1" (38 unit, 12 story condominium), "Tower 2" (44 unit, 12 story condominium), a 1,600 square foot club house. Parcel "B" consists of "Building 3" (27 unit, 6 story condominium). Parcel "C" consists of the Marina Store and Management Facility. Also included with this development is a forty-nine (49) slip commercial marina. The proposed project is generally located on the north side of Gulf Shore Drive surrounding the harbor flushing station, more specifically known as Property Appraiser's parcel I. D. 00-2S-22-0701-000P-0050. The property contains 7.84 acres more or less.

The previous approved traffic review determined the development would add fourteen (14) PM Peak Hour directional trips on Segment "A" and one (1) PM Peak Hour directional trip on Segment "B", which are currently vested by the original development order (DO-97-31) and the first amended development order (DO-98-26). According to the most recent traffic review conducted by the City's traffic consultant, dated June 26, 2002, the proposed development per the Settlement Agreement will return six (6) PM Peak Hour directional trips on Segment "A" and generate an additional eleven (11) PM Peak Hour directional trip on Segment "B" of U. S. Highway 98. Segment "A" currently has 303 PM Peak Hour directional trips available and, with this project, there will be 309 PM Peak Hour directional trips remaining. Segment "B" currently has 29 PM Peak Hour directional trips available and, with this project, there will be 18 PM Peak Hour directional trips remaining.

The proposed request is consistent with the Comprehensive Plan and Land Development Code in regards to Concurrence Management review and Level of Service review. This project is not located within the Community Redevelopment Area or the Destin Harbor Area Master Plan.

COMPREHENSIVE PLAN/ZONING:

The property has a Future Land Use designation of Mixed Use (MU) and a Zoning designation of Special Marina Residential (SMR). The proposed use is consistent with the MU Future Land Use designation and is a permitted principal use in the SMR Zoning district.

COMPATIBILITY:

As consistent with the terms of the Stipulated Agreement to Settle Litigation, the project is hereby deemed compatible. However, under the terms of such agreement, this finding of compatibility is strictly limited to the unique facts and circumstances of this case and does not establish precedent as to any other project.

Note: If Harbor Landing exercises its right to adjust the mix of short term rental units and rental restricted units (long-term units) upon final adoption of City Ordinance 151.22, as provided in paragraph 13 of the Stipulated Agreement, then such change shall be deemed compatible.

DENSITY:

Tower 1: 38 Rental restricted units (dwelling units)

Tower 2: 34, 3 bedroom units = 102 lodging units

10, 2 bedroom units = 20 lodging units

Building 3: 27, 2 bedroom units = 54 lodging units

Marina Management Facility: 1 Rental restricted unit (dwelling unit)

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117 dwelling units remaining x 1.5 lodging/dwelling unit (derived multiplier) = 176 lodging units allowed

176 lodging units allowed – 176 lodging units proposed = 0 lodging units remaining

Total Site Density:

110 Units / 7.84 acres = 14.03 units/acre

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Parcel “C”: 1 Unit / 1.45 acres = 0.69 units/acre

Note: Harbor Landing reserves the right to adjust the mix of short-term rental units and rental restricted units (long-term units) upon final adoption of Ordinance 151.22.

HEIGHT:

The SMR Zoning district does not have a maximum building height. As stipulated in the Settlement Agreement, the proposed development’s height is compatible.

FLOOR AREA RATIO:

Allowed: 1.07 Floor Area Ratio (FAR)

Overall Site Proposed: 0.53 FAR

Parcel “A” Proposed: 0.87 FAR

Parcel “B” Proposed: 0.37 FAR

Parcel “C” Proposed: 0.07 FAR

RIGHT-OF-WAY DEDICATION:

No right-of-way dedication is required.

CONCURRENCY MANAGEMENT:

Concurrency requirements have been met:

Potable Water: X Roadways X Solid Waste X
Recreation: X Sewer: X Drainage: X

PHASING:

The Project will be constructed in four phases. As reflected in Exhibit I ("Amended Site Plan"), Parcel A will have two construction phases. The other two construction phases will be Parcels B and C. Harbor Land may seek final site plan approval for the four construction phases in any order or sequence.

TRAFFIC ANALYSIS:

The previous approved traffic review determined the development would add fourteen (14) PM Peak Hour directional trips on Segment "A" and one (1) PM Peak Hour directional trip on Segment "B", which are currently vested by the original development order (DO-97-31) and the first amended development order (DO-98-26). According to the most recent traffic review conducted by the City's traffic consultant, dated June 26, 2002, the proposed development per the Settlement Agreement will return six (6) PM Peak Hour directional trips on Segment "A" and generate an additional eleven (11) PM Peak Hour directional trip on Segment "B" of U. S. Highway 98. Segment "A" currently has 303 PM Peak Hour directional trips available and, with this project, there will be 309 PM Peak Hour directional trips remaining. Segment "B" currently has 29 PM Peak Hour directional trips available and, with this project, there will be 18 PM Peak Hour directional trips remaining.

SUBDIVISION OR PUD - PLAT:

The applicant has indicated and agreed to the following:

1. Harbor Land may plat the Project site into three lots, which correspond to Parcels A, B, and C as depicted on the "Amended Site Plan." As to any future amendments to the Development Order, the overall site residential density, and the residential density of each parcel created by the plat, shall not exceed the City's allowable residential density for the Harbor Land site, which is 19.9 units per acre. The Development Orders for the Project may be issued by the City prior to approval of the plat of the Project site, but the final Plat must be submitted and approved by the City prior to the issuance of a certificate of occupancy for any phase of the Project.
2. The Condominium Declaration will include a restriction, enforceable by the Condominium Association, providing that the applicant/owners reserves the right to adjust the mix of short-term rental units and rental restricted units (long-term units), while satisfying parking requirements, upon final adoption of Ordinance 151.22;

3. The Condominium Declaration will include provisions enforceable by the Condominium Association that effectuate and are consistent with paragraph 7 of the Stipulated Agreement and/or Condition 12F on page 5-6 of 19 of this final development order.
4. The Harbor Land will provide a draft of the Condominium documents with the above-referenced provisions to the City's Community Development Department at least seven (7) days prior to recording the documents; and
5. The Harbor Land will provide a copy of the final recorded version of the Condominium documents with the above-referenced provisions to the City's Community Development Department at least seven (7) days prior to application for a Certificate of Occupancy.

AIRPORT PROTECTION:

The subject site is not located within the airport protection area. Prior to the issuance of a Building Permit for the condominium towers, a construction crane registration form, which has been approved by Okaloosa County Airport Authority, must be submitted. 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 FAA for temporary encroachment into this restrictive area and a copy of 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.

SETBACKS:

The proposed buildings meet all of the required setbacks for the Special Marina Residential (SMR) Zoning district. The SMR Zoning district does not require setbacks for single-story buildings. However, landscape buffers are required for the proposed project, which are listed as follows:

Parcel "A":

	Required Setbacks	Required Buffers	Provided
Front (south):	20'	10' FP	110' +/- including a 10' FP
Side (east):	10'	10' VB	15' +/- including a 15' VB
Side (west):	36'	5' CB (Along A & C)	25' +/- including 5' CB (A & C)*
Rear (north):	0'	N/A	25' +/- including conservation easement
Between Bldgs.:	10'	N/A	29' +/-

Parcel "B":

	Required Setbacks	Required Buffers	Provided
Front (south):	20'	10' FP	145' +/- including a 10' FP
Side (east):	24'	N/A	25' +/-
Side (west):	24'	10' VB	34' +/- including a 15' VB
Rear (north):	0'	N/A	50' +/- including conservation easement
Between Bldgs.:	10'	N/A	79' +/-

Parcel "C":

	Required Setbacks	Required Buffers	Provided
Front (south):	20'	10' FP	100' +/- including a 10' FP
Side (east):	0'	5' CB (Along A & C)	25' +/- including 5' CB (A& C)
Side (west):	10'	5' CB	181' +/- including 15' VB
Rear (north):	0'	5' CB	20' +/- including 5' CB
Between Bldgs.:	10'	N/A	64' +/-

Note: 10' FPLA = 10' Front Perimeter Landscaped Area, 10' VB = 10' Vegetative Buffer Area, and 5' CB = 5' Common Boundary Landscaped Area. A ten (10) foot Front Perimeter Landscape Area is required along the southern property line. A five (5) foot Common Boundary Landscape Area is required along the eastern and western property lines at a minimum and or as stipulated in the Settlement Agreement.

WHITE SANDS ZONE:

The proposed project is located within White Sands Zone II. All fill material will have to comply with the White Sands Ordinance.

SIGNS:

No signs have been proposed with this project. All future signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

COX COMMUNICATIONS:

Cox Communications approved the project at the August 16, 2000, TRC meeting.

DESTIN FIRE CONTROL DISTRICT:

The Destin Fire Control District approved the project in a letter dated November 20, 2000.

GULF POWER:

Gulf Power approved the project in a letter dated August 16, 2000.

OKALOOSA GAS:

Okaloosa Gas approved the project in a letter dated August 16, 2000.

SPRINT:

Sprint approved the project in a letter dated August 15, 2000.

UNIVERSALCOM:

Universal Com approved the project at the August 18, 2000, TRC meeting.

WATER/SEWER PROVIDER:

Destin Water Users, Inc., approved the project in a letter dated September 20, 2000.

UTILITIES:

Underground utilities are required.

STORMWATER:

The City Engineer approved the stormwater plan in a memorandum dated December 7, 2000, and had the following conditions:

1. If groundwater is observed standing in the stormwater structures, the stormwater management plan shall be void and a revised stormwater management plan shall be re-submitted for review and approval.
2. Prior to obtaining a Building Permit, provide a copy of FDEP stormwater permit.

INGRESS/EGRESS:

The ingress/egress point for the proposed development is provided by the following access points: A) a proposed twenty-four (24) foot wide two-way drive located on the western portion of the project; and B) a sixteen (16) foot wide ingress drive and fifteen (15) foot wide egress drive located on the eastern portion of the project. All access points are located off of Gulf Shore Drive. The ingress/egress points do not exceed the requirements of the Destin Land Development Code.

REFUSE COLLECTION:

Refuse collection is to be provided by dumpster service. All proposed dumpsters shall be enclosed by a six (6) foot tall masonry wall with a wood/metal gate that is 100% opacity.

SIDEWALKS:

A five (5) foot wide concrete sidewalk is required along the northern right-of-way of Gulf Shore Drive.

LANDSCAPE:

Harbor Land agrees to substantially provide additional landscape buffering in accordance with the enhanced conceptual landscaping plan attached hereto as Exhibit "2." At the time of submittal of Final Site Plans as provided in Paragraph 15 of the Stipulated Agreement to Settle Litigation, the landscaping detail shown on Exhibits "1" and "2" will be conformed to any additional City landscaping and buffering requirements as may apply, at the time of execution of this Agreement.

PARKING:

The project meets the parking requirements of the Destin Land Development Code as indicated on the approved plans and as follows:

Per code:

Dwelling, Multi-Family:

Resident parking	2.00 spaces per dwelling unit.
Visitor parking	0.25 spaces per dwelling unit.
Total parking	2.25 spaces per dwelling unit.

Multi-Family Resort:

1.75 spaces per dwelling unit (requires condominium documents filed with state allowing short-term rentals for daily and weekly).

Retail/Office:

1 space for every 200 square feet of gross floor area.

Marina:

In addition to parking requirements for other uses specified herein, commercial marinas shall have one (1) additional parking space for each boat slip housing non-fare-carrying vessels.

Office: Utilities

1 space for every 200 square feet of gross floor area.

Per site plan:

Dwelling, Multi-Family:

39 dwelling units (includes Marina Manager Residence) x 2.25 per multi-family dwelling unit = **87.75 parking spaces**

Multi-Family Resort:

71 units x 1.75 per multi-family dwelling unit = **124.25 parking spaces**

Retail/Office:

2,000 sq. ft. retail / 1 space per 200 sq. ft. = **10 parking spaces.**

Marina:

23 public boat slips (non-fare-carrying vessels) / 1 additional space per each public boat slip = 23 parking spaces.

26 private boat slips are to be sold to condominium owners (per condo docs) / 0 additional space per each private boat slip = 0 parking spaces.

49 total boat slips = **23 parking spaces.**

Office: Utilities (Pump House):

3 parking spaces labeled "For Official Use Only"

TOTAL REQUIRED: 248 parking spaces ("Amended Site Plan" indicates 253 spaces) (including 10 handicap spaces)

TOTAL PROVIDED: 262 parking spaces ("Amended Site Plan" indicates 261 spaces) (including 3 handicap spaces) -

Note: To clarify, calculations on the "Amended Site Plan" "Site Data Table All Parcels" are not correct. The above referenced numbers and calculations were taken and derived from the "Amended Site Plan" "Site Data Table" for each individual parcel. The applicant/owner has adequately complied with the parking requirements, as indicated above.

LOADING SPACE (ZONE):

The project meets or exceeds the loading space requirements of the Destin Land Development Code as indicated on the "Amended Site Plan" and as follows:

TOTAL REQUIRED: 4 loading spaces

TOTAL PROVIDED: 5 loading spaces

STATE/FEDERAL PERMITS REQUIRED BEFORE ISSUANCE OF BUILDING PERMIT

1. A Florida Department of Environmental Protection (FDEP) general notice permit (for stormwater).

IMPACT FEES:

The owner/applicant must pay the following impact fees prior to the issuance of a Certificate of Occupancy:

Park: The park impact fees were calculated using the "Multi-Family (per unit) = \$113.03" and "Resort Residential Unit = \$113.03" fee amounts.

$$(110 \text{ units}) \times (\$113.03) = \$12,433.30$$

$$(\text{number of units}) \times (\text{Multi-Family and Resort Residential fee amount}) = \text{Impact Fee}$$

Total Park Impact Fees to be paid for "Harbor Landing": \$12,433.30

Public Library: The public library impact fees were calculated using the "Multi-Family (per unit) = \$76.19" and "Resort Residential Unit = \$76.19" fee amounts.

$$(110 \text{ units}) \times (\$76.19) = \$8,380.90$$

$$(\text{number of units}) \times (\text{Multi-Family and Resort Residential fee amount}) = \text{Impact Fee}$$

Total Public Library Impact Fees to be paid for "Harbor Landing": \$8,380.90

Police Protection: The police protection impact fees were calculated using the following: A) the "Multi-Family per unit = \$14.50" fee amount under the "Residential – Outside Corridor" category; B) "Resort Residential per unit = \$14.64" fee amount under the "Residential – U.S. 98 Corridor" category; C) and "Retail per 1,000 sq. ft. = \$47.59" fee amounts under the "Non-residential – U.S. 98 Corridor" category.

$$(39 \text{ units}) \times (\$14.50) = \$565.50$$

(number of units) x (Multi-Family fee amount) = Impact Fee

$$(71 \text{ units}) \times (\$14.64) = \$1,039.44$$

(number of units) x (Resort Residential Unit fee amount) = Impact Fee

$$(2,000 \text{ sq. ft.}) \times (\$47.59) = \$95,180 / 1,000 = \$95.18$$

(sq. ft. of proposed building) x (Retail per 1,000 sq. ft. fee amount) = (figure) / (per 1,000 sq. ft.) = Impact Fee

Total Police Protection Impact Fees to be paid for "Harbor Landing": \$1,700.12

Road: The road impact fees were calculated using the following: A) the "Multi-Family/Condominium (per unit) = \$334.00"; B) "Retail < 100,000 sq. ft. (per 1,000 sq. ft.) = \$2,142.00"; and C) "Marina (per berth) = \$337.00" fee amounts.

$$(110 \text{ units}) \times (\$334.00) = \$36,740.00$$

(number of units) x (Multi-Family/Condominium (per unit) fee amount) = Impact Fee

$$(2,000 \text{ sq. ft.}) \times (\$2,142.00) = \$4,284,000 / 1,000 = \$4,284$$

(sq. ft. of building) x (Retail < 100,000 sq. ft. fee amount) = (figure) / (per 1,000 sq. ft.) = Impact Fee

(If determined all nine additional boat slips are not "owner oriented" – 9 berths) x (\$337.00) = a maximum of \$3,033.00

(number of berths) x (Marina per berth fee amount) = Maximum Impact Fee (Determinant upon actual number of additional non "owner-oriented" berths)

Total Road Impact Fees to be paid for "Harbor Landing": \$44,057.00 (If determined all nine additional boat slips are not "owner oriented.")

Parks: = \$12,433.30

Public Library: = \$8,380.90

Police Protection: = \$1,700.12

Roads: = \$44,057.00

TOTAL: = **\$66,571.32** (If determined that all nine additional boat slips are not "owner oriented." This total may be reduced if fewer than nine additional boat slips are not "owner oriented.")

OTHER FEES:

The fees listed below are based on the most recent information available and are required to be paid by the applicant as part of the cost recovery associated with the proposed project:

City Compatibility Consultant:	\$4,874.00	Planning Commission Advertising:	\$58.94 (pd.)
City Traffic Consultant:	\$347.43	City Council Advertising:	\$88.41 (pd.)
City Surveyor:	not used	City Land Use Attorney:	\$112.05 (pd.)

COMMENTS:

Public Input:

Staff has received two (2) e-mails and one (1) written letter of opposition regarding this project.

CONDITIONS:

Per Community Development Department:

Refer to the conditions set forth on pages 2 – 8 of this Final Development Order.

Per Engineering Department:

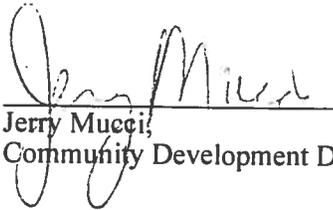
1. If groundwater is observed standing in the stormwater structures, the stormwater management plan shall be void and a revised stormwater management plan shall be re-submitted for review and approval.
2. Prior to obtaining a Building Permit, provide a copy of FDEP stormwater permit.

In conjunction with the Applicant/Owner and the City of Destin:

1. This Final Development Order shall be assignable by Harbor Land Trust at its sole discretion and it shall be binding upon and its benefits shall inure to all heirs, successors in interest, and assigns of Harbor Land Trust. In the event Harbor Land Trust assigns this Final Development Order, the applicant/owner shall so notify the City in writing within thirty days.

OTHER OUTSTANDING ISSUES:

None.

 9-6-02

 Jerry Mucci, Date
 Community Development Director

 9-14-02

 Andrew J. McCreary, Jr. Date
 Harbor Land Trust
 Trustee

 9-12-02

 James H. McCreary Date
 Harbor Land Trust
 Trustee

W.C. Merrill, Jr. 9/10/02
Date

W.C. Merrill, Jr.
Harbor Place Venture
President
Merrill Beach Co., Inc.,
A Joint Venturor

F.O. Dickerson 9/10/02
Date

F.O. Dickerson
Harbor Place Venture
President
Kitdic Investments, Inc.,
A Joint Venturor

Richard R. Bennett 9/8/02
Date

Richard R. Bennett
Harbor Place Venture
President
Coastal South, Inc.,
A Joint Venturor

Steven R. Bennett 9.8.02
Date

Steven R. Bennett
Harbor Place Venture
President
Gulf Playa, Inc.,
A Joint Venturor