

TOWN OF CINCO BAYOU
"COUNCIL AS COMMITTEE"
DECEMBER 13, 1979

1. DEPARTMENT OF TRANSPORTATION PROJECT AGREEMENT-PRESENTED BY JOHN FULLER OR TOMMY WILLIAMS.
2. INSURANCE FOR TOWN HALL INCREASED - VIVION PELHAM.
3. PROPERTY DEDICATION CONSIDERATION, LOTS 13 & 14, BLOCK 1-D. B. PHILLIPS.
4. APPROVAL TO PAY BILLS-
 - A. International Institute of Municipal Clerks, \$25.00.
 - B. Florida Association of City Clerk Annual Dues, \$10.00.
 - C. Boyett's Toilet, amount due \$250.00.
 - D. Bonus Christmas Gift for Town Hall Employees.
5. DEPARTMENT OF TRANSPORATION-BIKE TRAIL MEETING-INFO-Mr. PHIL JOHNSTON.
6. CLERK REPORT-
 - A. Millage Rate, 3.13 for 1979-80 Fire Protection.
 - B. Appoint committee to review Clerk's Management Ordinance before January meeting.
 - C. Inquiry information-Law concerning Grandfathering from present owner to new owned. (Attorney Powell)
 - D. Repairs & cleanup by O'Tinger on Sewer & Water
 - E. Double Taxation-Resolution.

quatre inc.
investments/development

post office drawer 1030
ft. walton beach, fl 32548
904/243-3981

December 12, 1979

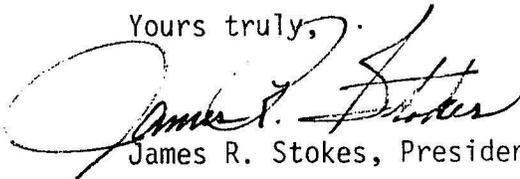
Town of Cinco Bayou
P. O. Drawer 1710
Fort Walton Beach FL 32549

Gentlemen:

We respectfully request a special meeting on December 13, 1979,
to vote on a final contract between the Town of Cinco and Quatre,
Inc. regarding the new sanitary installation on Opp St. 1321-1-8

Your immediate attention to this matter would be greatly appreciated.

Yours truly,



James R. Stokes, President

JRS:me

STATE OF FLORIDA)
)
COUNTY OF OKALOOSA)

SEWER EXTENSION AGREEMENT

This AGREEMENT made the 13th day of December, 1979, by and between the Town of Cinco Bayou, Florida, hereinafter referred to as "Town", and Quatre, Inc., a Florida corporation, hereinafter referred to as "Quatre", in consideration of the mutual covenants contained herein.

1. SEWER INSTALLATION. Town agrees to provide and caused to be installed approximately six hundred (600) feet of eight (8) inch sanitary sewer and manholes from the existing Opp Boulevard sewer line. Such extension shall be referred to as the Opp Boulevard Sanitary Sewer Extension Project. Such extension shall be extended so that Lots 3, 4, & 5, Block 27, and Lot 1, Block 28 of Cinco Bayou Subdivision can be provided with sewage service.

2. PROJECT COST. Quatre agrees to assume and pay to the Town seventy-four percent (74%) of the entire project costs. The remaining balance of the project costs shall be borne by the Town. Quatre's percentage share shall be remitted to the Town within two (2) days of written notification from the Town of project completion.

3. PROJECT CONTROL. Town shall retain sole and exclusive control of the project and shall be responsible for hiring engineers, advertising for, and opening bids, letting the contract, and supervising installation of the extension.

4. TAP-ON FEES. Town agrees to waive the sewer-connection fee for the first twenty-six (26) units constructed by Quatre in its proposed townhouse project known as Glenwood Townhomes. Each townhouse constructed thereafter shall be required to pay the fee then required for connection to the Town's sewer system.

5. TAP-ON INSPECTIONS. The parties agree that all sewer system taps for the Quatre townhouse project shall be inspected by the Town inspector prior to back-filling of the sewage connection. No back-filling of a sewage trench shall occur until written

approval of a tap-on connection is issued by the inspector.

6. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and may be amended only by subsequent written document executed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the date first above written.

TOWN OF CINCO BAYOU

Town seal:

By: Irene E. Balsley
IRENE BALSLEY
Mayor

QUATRE, INC.

Attest:
Don David
Don David
Secretary

By: Jim Kendrick
JIM KENDRICK, III
Vice President

STATE OF FLORIDA)
)
COUNTY OF OKALOOSA)

ADDENDUM TO SEWER EXTENSION AGREEMENT

This ADDENDUM made the 14th day of December, 1979, by and between the Town of Cinco Bayou and Quatre, Inc.

The parties agree that Quatre, Inc., shall have incorporated into its Glenwood Townhomes construction loan agreement with First Federal Savings and Loan Association of Okaloosa County, Florida, the provision that the lender will disburse jointly to Quatre and Town a sum of money equal to Quatre's percentage share of the sewer extension project costs, upon written notification from the Town of the project's completion and acceptance and of the amount due from Quatre. Town shall be under no obligation to commence to discharge its responsibilities under the sewer extension agreement until Quatre has furnished Town with a copy of the loan agreement reflecting compliance with the terms hereof.

IN WITNESS WHEREOF the parties have set their hands and seals the day first above written.

TOWN OF CINCO BAYOU

Town seal:

By: Irene E. Balsley
IRENE BALSLEY
Mayor

QUATRE, INC.

By: James R. Stokes
JAMES R. STOKES
President

ATTEST:

Don David
Don David
Secretary