



**FRANKLIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING
COURTHOUSE ANNEX, COMMISSION MEETING ROOM**

SEPTEMBER 08, 2020

6:30 PM

AGENDA

PLEASE NOTE: PLANNING AND ZONING COMMISSION MAKES RECOMMENDATIONS TO THE FRANKLIN COUNTY BOARD OF COMMISSIONERS REGARDING YOUR APPLICATION. ALL APPLICANT'S ARE NOTIFIED THAT IF YOUR APPLICATION IS DENIED, IT MAY NOT BE RESUBMITTED FOR ONE YEAR. ALSO, ANY PERSON WISHING TO APPEAL THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION OR THE DECISION OF THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER BOARD ARE RESPONSIBLE TO ENSURE THAT A VERBATIM TRANSCRIPT OF THE PRCEEDINGS IS MADE.

Public Notice:

Until further notice, there are no scheduled Planning and Zoning meetings. All Planning & Zoning requests will be reviewed by staff and decisions made by the Board of County Commissioners. Normal deadlines apply. For deadline date and times please contact our office at 850-653-9783.

To comply with CDC and Government social distancing requirements, the general public will not be allowed in the commission meeting room for this meeting; therefore this Board of County Commission regular meeting will be conducted via livestream and conference call. Those wanting to view the meeting can use the livestream link (<https://www.youtube.com/user/SGIBeachLife>) or go to Forgotten Coast TV's You Tube Page. The livestream feed will promptly start 5 minutes before the meeting commences.

Any person who is representing a project or wishes to speak concerning this item will be able to login to this meeting virtually. The login information will be provided online by Thursday, September 10, 2020 by downloading the agenda for the September 15, 2020 Board of County Commission Meeting located at: <https://www.franklincountyflorida.com/resources/agendas-minutes/>

Critical Shoreline Applications:

- A-** Consideration of a request to construct a Single Family Private Dock located at 11 Big Oaks, Apalachicola, Franklin County, Florida. The dock will have a 4' x 178' boardwalk with a 6' x 37' terminus and a 14.5' x 22' boatlift. Both State and Federal Permits will be required. Application submitted by Garlick Environmental Associates, agent for Clay Palm, applicant. (Proposed House)
- B-** Consideration of a request to construct a Single Family Private Dock located at 2533 Highway 98 West, Carrabelle, Franklin County, Florida. The dock walkway will be 194' x 4' with a 26' x 6' terminal platform with a 2' stepdown. Both State and Federal Permits will be required. Application submitted by Garlick Environmental Associates, agent for Sonny and Karen Sykes, applicant. (House is on the north side of Highway 98)

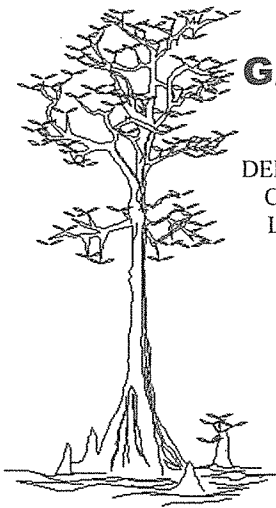
- C- Consideration of a request to construct a Single Family Private Dock located at Lot 10 Bayview Village, 1839 Bayview Drive, St. George Island, Franklin County, Florida. The dock walkway over wetlands will be 194' x 4' with a 31' x 4' dock and a 6' x 20' terminal platform. Request submitted by Builders by the Sea, agent for Donald and Melinda Seader, applicant. (Proposed House)

Commercial Site Plan Applications:

- D- Consideration of a request for Commercial Site Plan Review to install (1-containing 8 units) 131' x 41' and (1-containing 7 units) 116' x 41' commercial recreational storage buildings on a 1 acre parcel located in Section 36, Township 8 South, Range 7 West, 142 US Highway 98, Eastpoint, Franklin County, Florida. Request submitted by Christopher Varnes, applicant.
- E- Consideration of a request for Commercial Site Plan Review for an RV Park containing 15 lots, Campground Office, Commercial Swimming Pool, and a combination laundry facility and Bathhouse on 6.08 acre parcel lying in Section 22, Township 6 South, Range 4 West, located at 2514 Highway 67, Carrabelle, Franklin County, Florida. Request submitted by Colton Purvis, Dewberry, agent for Jamey and Beverly Sapp, applicant.
- F- Consideration of a request for Commercial Site Plan Review for an RV Park containing 25 lots, Campground Office, Commercial Store, Commercial Swimming Pool, and a combination laundry facility and Bathhouse on 10 acre parcel lying in Section 22, Township 6 South, Range 4 West, located at 2536 Highway 67, Carrabelle, Franklin County, Florida. Request submitted by Colton Purvis, Dewberry, agent for Jamey and Beverly Sapp, applicant.

Re-Zoning & Land Use Change Applications:

- G- Consideration of a request for a public hearing to re-zone a 1.86 acre parcel lying in Section 34, Township 8 South, Range 8 West, 410 Bay City Road, Apalachicola, Franklin County, Florida from R-2 Single Family Mobile Home to R-4 Single Family Home Industry. Request submitted by Ralph Richards, applicant.



GARLICK ENVIRONMENTAL ASSOCIATES, INC.

SPECIALIZING IN: REGULATORY PERMITS • WETLANDS/UPLAND JURISDICTIONAL
DELINEATIONS • SUBMERGED LAND LEASES • ECOLOGICAL INVENTORY ASSESSMENTS •
CONSERVATION AND OTHER EASEMENTS • EXPERT WITNESS AND ENVIRONMENTAL
LITIGATION SERVICES • MITIGATION • CULTURAL RESOURCE ANALYSIS • CREATIVE
MARINA, DOCK, AND SUBDIVISION DESIGN

August 24, 2020

Ms Amy Kelly
Franklin County Planning & Zoning
33 Commerce Street
Apalachicola, FL 32320

Re: Dock Approval
GEA File No. 20-065
Clay Palm

Dear Ms. Kelly:

By this letter, we are requesting you place the referenced project on the next Franklin County Planning and Zoning meeting to be held on September 8, 2020, as well as, the Franklin County Board of County Commissioners meeting to be held on September 15, 2020, for the construction of a Single Family Residential Dock and boat lift, as well as a Rock Revetment. Attached are drawings for the proposed dock and boatlift, as well as the Rock Revetment. We have submitted the application to FDEP and COE for permitting. Upon receipt of the permits, we will send a copy of each to you.

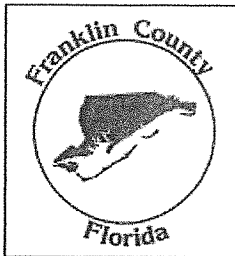
If you have any questions, please let us know.

Sincerely,

Mary Ann Wasmund, Permit Specialist
Garlick Environmental Associates, Inc.

Attachments

P.O. BOX 385
APALACHICOLA, FL 32329-0385
(850) 653-8899 FAX (850) 653-9656
garlick@garlickenv.com



DOCK PERMIT APPLICATION

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

Phone: 850-653-9783 Fax: 850-653-9799

http://www.franklincountyflorida.com/planning_building.aspx

PERMIT # _____

FEE: \$ _____

C.S.I. : \$ _____

TOTAL: \$ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:

VIOLETIONS OF THE TERMS AND CONDITIONS OF THIS PERMIT MAY WARRANT A STOP WORK ORDER OR REVOCATION OF THIS PERMIT. THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE.

CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:

ISSUANCE DATE: _____ EXPIRES: _____

EXISTING HOUSE: ☐ Yes ☐ No

DEP PERMIT: ☐ Yes ☐ No

ARMY COE PERMIT: ☐ Yes ☐ No

APPROVED: ☐ Yes ☐ No

APPLICATION MUST BE COMPLETE:

Property Owner/s: Clay Palm

Contact Information: Home #: _____ Cell #: 334-685-3229

Mailing Address: 128 Sweet Bay Trace City/State/Zip: Dothan, AL 36303

EMAIL Address: c.palm@utilityalabama.com

Contractor Name: _____ Business Name: _____

Contact Information: Office #: _____ Cell #: _____

State License #: _____ County Registration #: _____

Mailing Address: _____ City/State/Zip: _____

EMAIL Address: _____ @ _____

PROPERTY DESCRIPTION: 911 Address: **11 BIG OAKS, APALACHICOLA, FL 32320**

Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____

Parcel Identification #: 21-085-08W-0000-0040-0000

JURISDICTION: ☒ Franklin County ☐ City of Carrabelle

☒ Apalachicola ☐ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

☒ SINGLE FAMILY DOCK/PIER ☐ MULTI-FAMILY DOCK/PIER ☐ COMMERCIAL

☒ Rock Revetment ☐ Boat Lift

DESCRIPTION: Construction of a Single Family dock w/boat lift, as well as Rock Revetment (see attached drawings)

ZONING DISTRICT: _____ CONTRACT COST: _____

TOTAL SQUARE FOOT: _____ FOUNDATION TYPE: _____

ROOF MATERIAL: _____

APPROVED BY: ☐ Planning & Zoning Date: _____ ☐ County Commissioners Date: _____

WATER BODY: Apalachicola River

CRITICAL SHORELINE DISTRICT: YES OR NO **CRITICAL HABITAT ZONE:** YES OR NO

FLOOD ZONE INFORMATION: EFFECTIVE DATE: February 5, 2014

PANEL NUMBER: _____ **FIRM ZONE/S:** _____

ELEVATION REQUIREMENTS AS PER SURVEY: _____

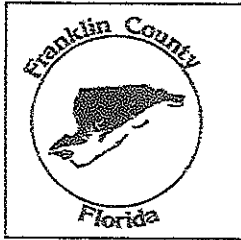
☐ Requires V-Zone Certification ☐ Requires Elevation Certificates ☐ Requires Smart Vents ☐ Requires Breakaway Walls

BUILDING OFFICIAL _____ **Date** _____ **OWNER (Required)** _____ **Date** _____ **CONTRACTOR (Required)** _____ **Date** _____

FRANKLIN COUNTY DOCK A- CHECKLIST & FEE SCHEDULE

CHECKLIST:

- ☒ Application
- ☐ DEP
- ☐ Army CORPS
- ☒ Site Plan
- ☐ Lighting Plan
- ☐ Drawings (Approved by all entities)
- ☐ Approvals from local jurisdictions
- ☐ Dock Site Plan, Construction & Lighting Affidavit
- ☐ Copy of Signed Contract Cost



DOCK SITE PLAN, CONSTRUCTION - AND LIGHTING AFFIDAVIT

FRANKLIN COUNTY BUILDING DEPARTMENT
34 Forbes Street, Suite 1, Apalachicola, Florida 32320
Phone: 850-653-9783 Fax: 850-653-9799
http://www.franklincountytvflorida.com/planning_building.aspx

PERMIT

ORDINANCE
No. 2004-17
Dock Ordinance

DOCK CONSTRUCTION STANDARDS & LIGHTING AFFIDAVIT

APPLICATION MUST BE COMPLETE: (We will no longer accept incomplete applications)

Property Owner/s: Clay Palm
Contact Information: Home #: _____ Cell #: 334-685-3229
Mailing Address: 128 Sweet Bay Trace City/State/Zip: Dothan, AL 36803
EMAIL Address: cpalm@utilityalabama.com

PROPERTY DESCRIPTION: 911 Address: 2700 Bluff Road
Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____
Parcel Identification #: 21-085-08W-0000-0040-0000

JURISDICTION: ☒ Franklin County ☐ City of Carrabelle
☒ Apalachicola ☐ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

SITE PLAN & CONSTRUCTION STANDARDS:

- I understand that applications for dock or piers must contain a survey prepared by a professional surveyor which indicates riparian rights, unless the dock is built at least 25 feet from existing property lines. INITIAL: CP
- I understand that Docks built on canals are permitted to be no larger than 25% of the width of the canal including the boat mooring site. INITIAL: CP
- I understand that the lot must be large enough to accommodate a single-family dwelling; or be a lot separated from the single family dwelling by a right-of-way and owned by the same owner; or the lot may be eligible for a hardship variance from the Board of Adjustment. INITIAL: CP
- I understand that no dry dock facilities, gasoline or fuel pumps are allowed on a residential lot other than boat lifts connected to a dock. INITIAL: CP
- I understand that boat ramps may be allowed so long as the property contains adequate size for the parking of trailers on the property. No commercial boat docking or launching allowed. INITIAL: CP
- I understand that no parking of vehicles is allowed within the Critical Habitat Zone, which is the first 50 feet from mean high water. INITIAL: CP
- I understand that the lot must be kept in natural vegetation within the Critical Habitat Zone. INITIAL: CP
- I understand that I must comply with the permitting requirements for all other governmental agencies having jurisdiction over the project. (Evidence of an exemption from such compliance must be furnished by the homeowner before approval can be granted. INITIAL: CP
- I understand that the dock must be elevated a minimum of five (5) feet above mean high water, except that the terminal platform may be lower at the owner's discretion. This requirement shall not apply to docks running parallel to the shoreline provided they extend no further than 25 feet from the edge of the water. (*This will allow pedestrians to cross under the dock at the water's edge) INITIAL: CP

- I understand that the dock must be constructed on pilings set a minimum of eight (8) feet apart center to center. INITIAL: CP
- I understand that no dusk to dawn lights. Must be able to switch off or on by motion detector, or be activated by a 3-way switch. INITIAL: CP
- I understand that lights limited to one on the terminal platform and one on the landward end of the dock or pier, and one every 100 feet between the terminal platform and the landward end of the dock, except where a hardship exists. INITIAL: CP
- I understand that all lights must be downward directed and have adequate shielding to prevent light trespass and minimize light pollution from light scatter. INITIAL: CP
- I understand the type and location of fixtures must be included on a diagram of dock or pier and submitted with permit application. INITIAL: CP
- I understand that the dock must have amber colored night time reflectors set at a minimum of one at each side in the middle and one at each side of the terminal. INITIAL: CP

I have read and understood that construction and lighting standards of the Franklin County Dock Ordinance No. 2004-17 and will practice these standards.

✓ Clay Palm
Contractor/Owner Signature: _____ Date _____

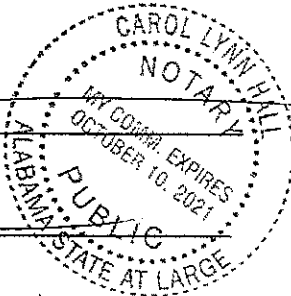
Clay Palm
Contractor/Owner Printed Name: _____

State of Florida
County of Franklin

I, _____, who is personally known or provided the following identification _____, on this day 2nd of August, 2020 understand that I have read and understood the above statement and will comply or the Final Certificate of Occupancy will be held up until the above has been documented.

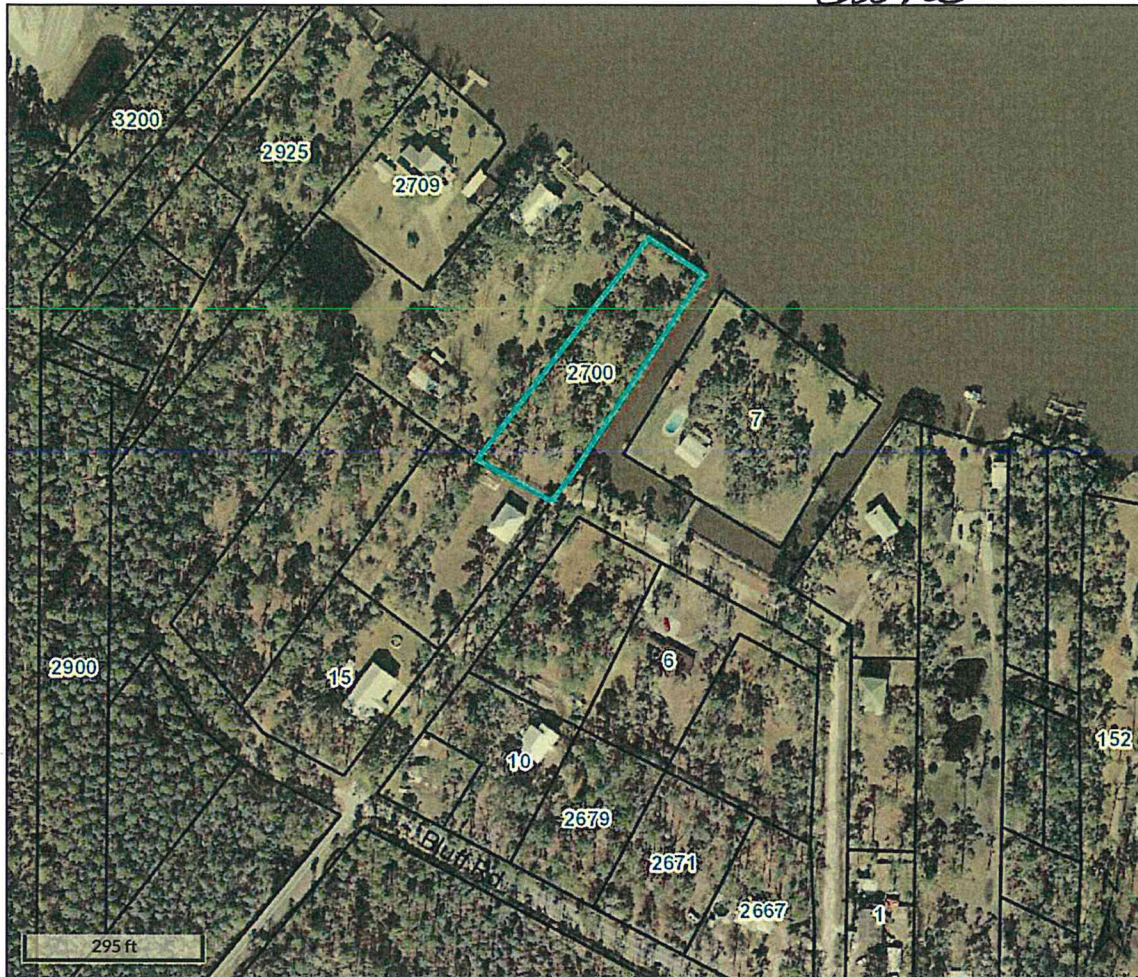
NOTARY: _____

Carla H
Printed Name



SEAL: _____

Owner



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	21-08S-08W-0000-0040-0000	Alternate ID	08W08S21000000400000	Owner Address	MADDREN LAWRENCE & CAROLINE
Sec/Twp/Rng	21-8S-8W	Class	SINGLE FAM		1406 NW REAPER CHURCH RD
Property Address	2700 BLUFF ROAD	Acreage	2.194		GREENVILLE, FL 32331-4509
District	1				
Brief Tax Description	A PARCEL BEING 2.10 ACRES (Note: Not to be used on legal documents)				

Date created: 6/23/2020
Last Data Uploaded: 6/23/2020 7:40:23 AM

Developed by  **Schneider**
GEOSPATIAL

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: Clay Palm
WATERBODY/CLASS: Apalachicola River
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: Apalachicola / Franklin County
LATITUDE: 29° 45' 58"
LONGITUDE: 85° 2' 26.24"
SECTION: 21 TWSHP: 8 South RNG: 8 West

JOB: 20-065
DEP:
COE:
OTHER:
DATE: August 20, 2020
SHEET: 1/6

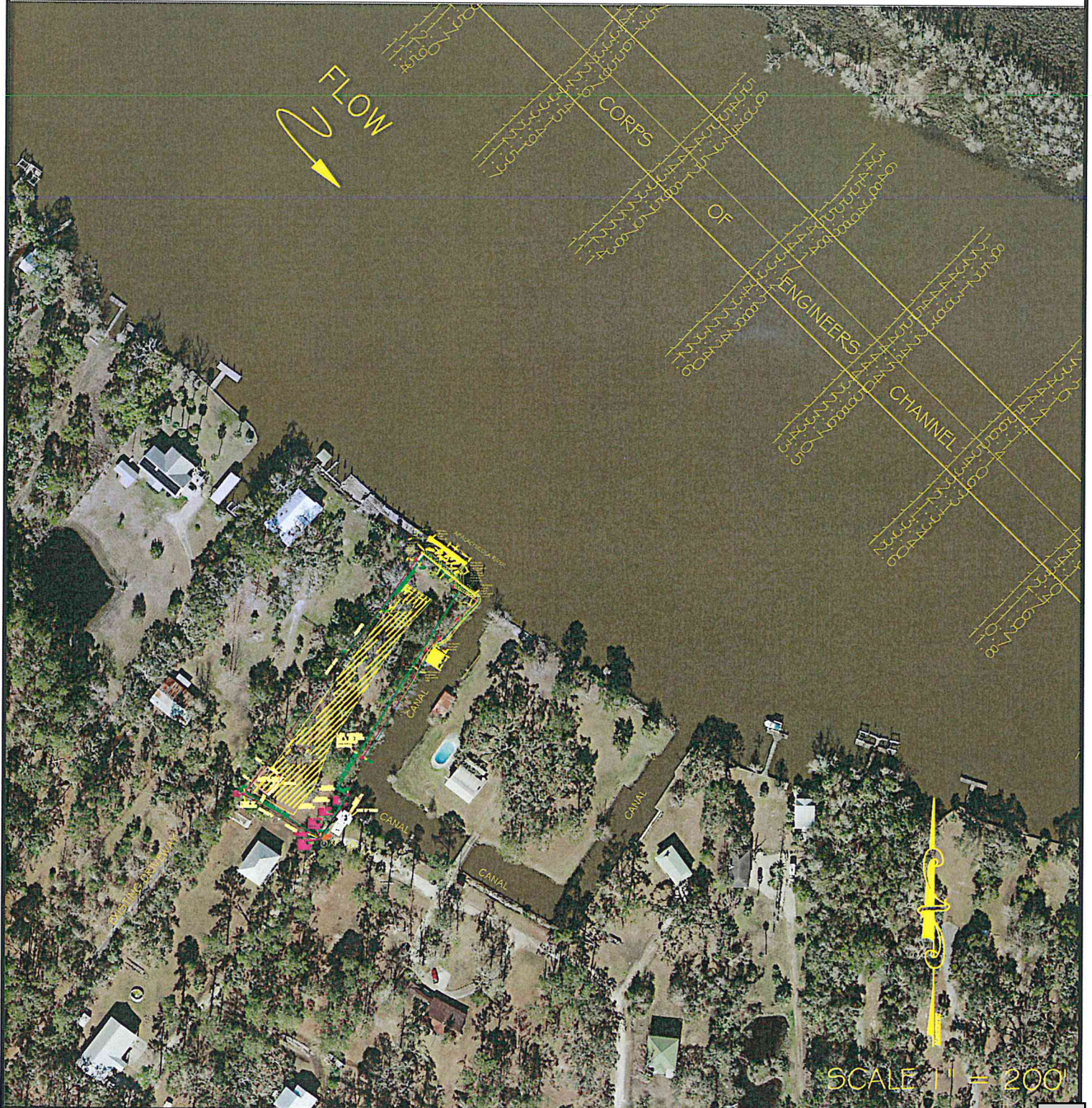


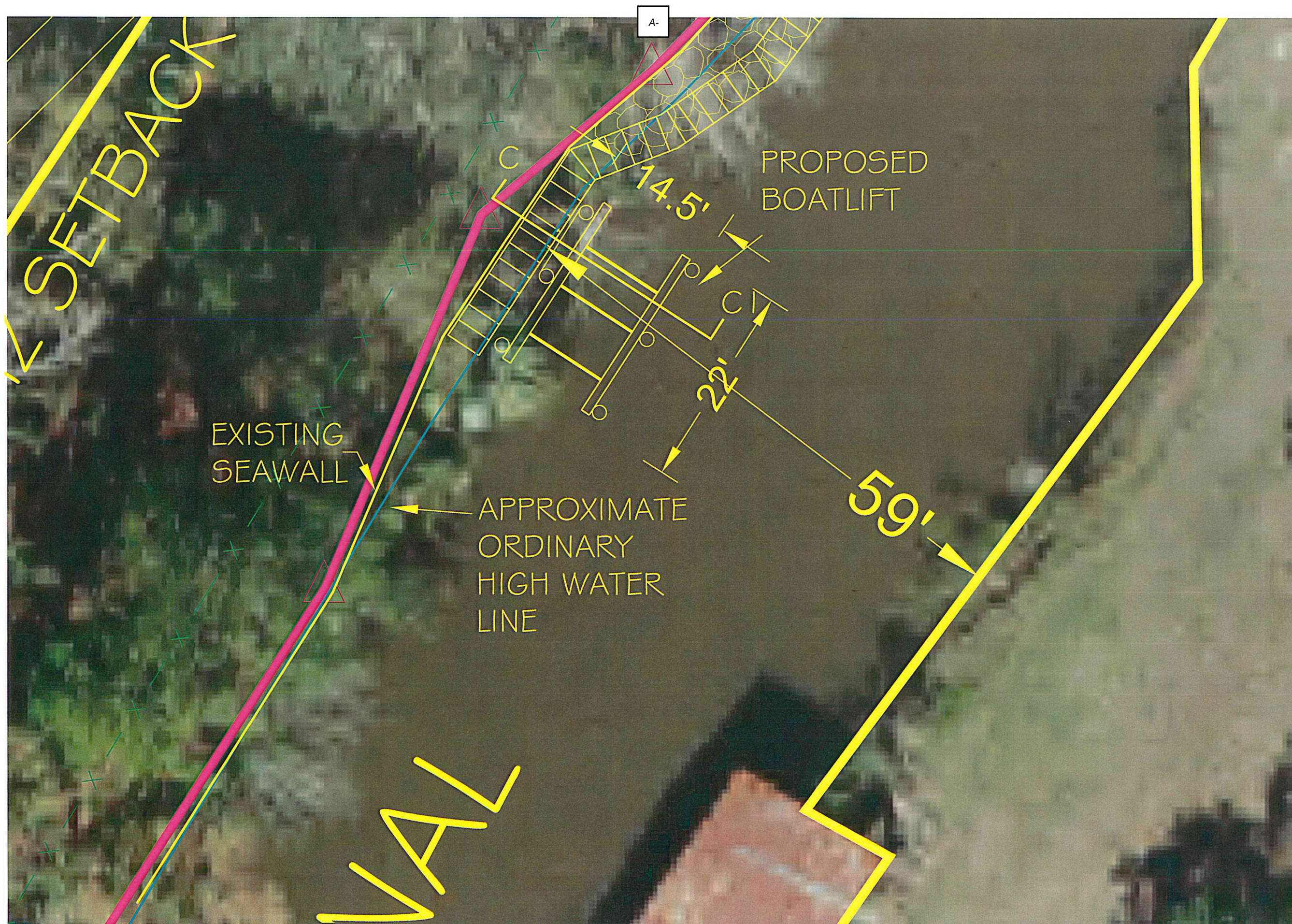
PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.



APPLICANT/CLIENT: Clay Palm
WATERBODY/CLASS: Apalachicola River
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: Apalachicola / Franklin County
LATITUDE: 29° 45' 58"
LONGITUDE: 85° 2' 26.24"
SECTION: 21 TOWNSHIP: 8 South RANG: 8 West

JOB: 20-065
DEP:
COE:
OTHER:
DATE: August 20, 2020
SHEET: 2/6





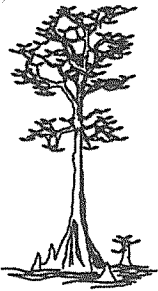
JOB: 20-065
DEP:
COE:
OTHER:
DATE: August 25, 2020
SHEET: 4/5

NOT TO SCALE

APPLICANT/CLIENT: Clay Palm
WATERBODY/CLASS: Apalachicola River
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: Apalachicola / Franklin County
LATITUDE: 29° 45' 58"
LONGITUDE: 85° 2' 26.24"
SECTION: 21 TOWNSHIP: 8 South RANG: 8 West

JOB: 20-065
DEP:
COE:
OTHER:
DATE: August 25, 2020
SHEET: 3/5





PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385

(850) 653-8899

FAX (850) 653-9656

garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: CLAY PALM

WATERBODY/CLASS: Apalachicola River

PURPOSE: Environmental Permitting

PROJECT LOCATION / USGS: Apalachicola / Franklin County

LATITUDE:

LONGITUDE:

SECTION: 21 TOWNSHIP: 8 South

RANGE: 8 West

JOB: 20-065

DEP:

COE:

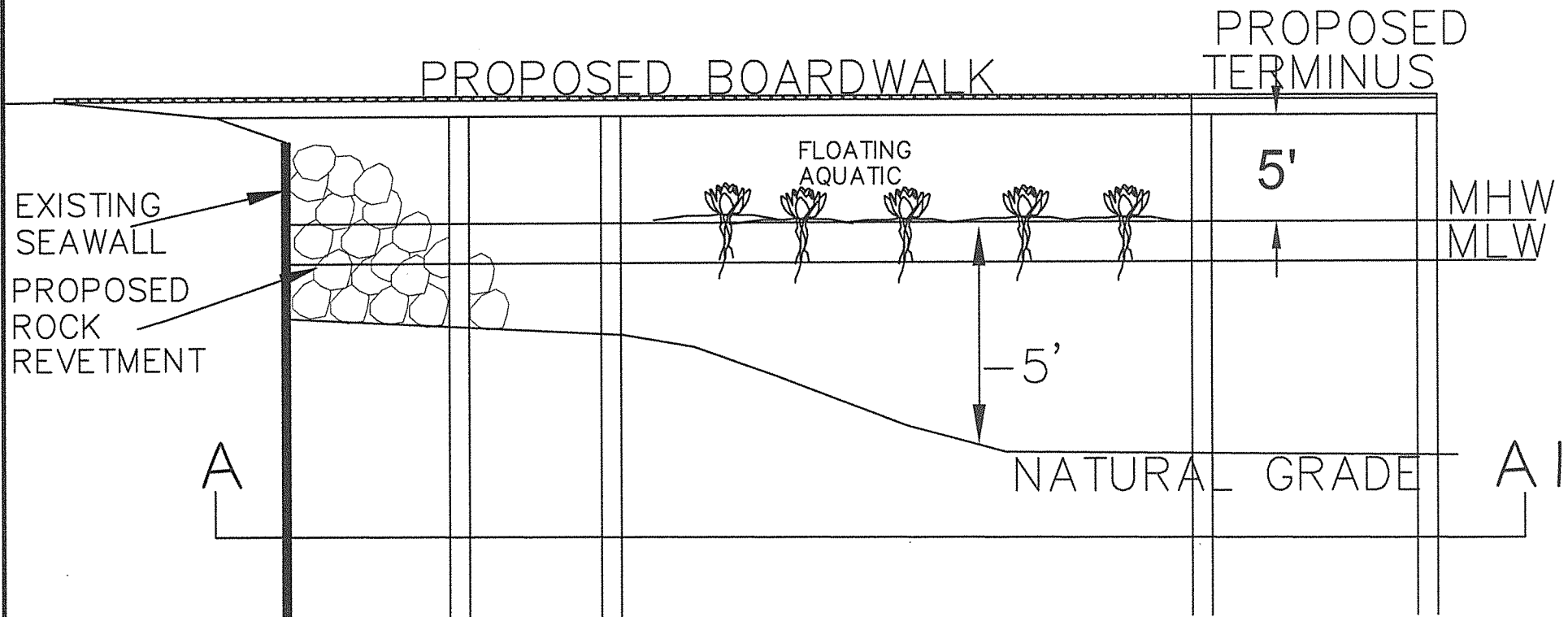
OTHER:

DATE: AUGUST 20, 2020

SHEET: 4/6

CROSS SECTION 1

PROPOSED
DOCK &
ACCESS WALKWAY
WITH ROCK REVETMENT
NOT TO SCALE



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385

(850) 653-8899

FAX (850) 653-9656 garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: CLAY PALM

WATERBODY/CLASS: Apalachicola River

PURPOSE: Environmental Permitting

PROJECT LOCATION / USGS: Apalachicola / Franklin County

LATITUDE:

LONGITUDE:

SECTION: 21 TOWNSHIP: 8 South

RNG: 8 West

JOB: 20-065

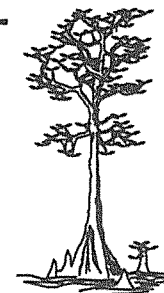
DEP:

COE:

OTHER:

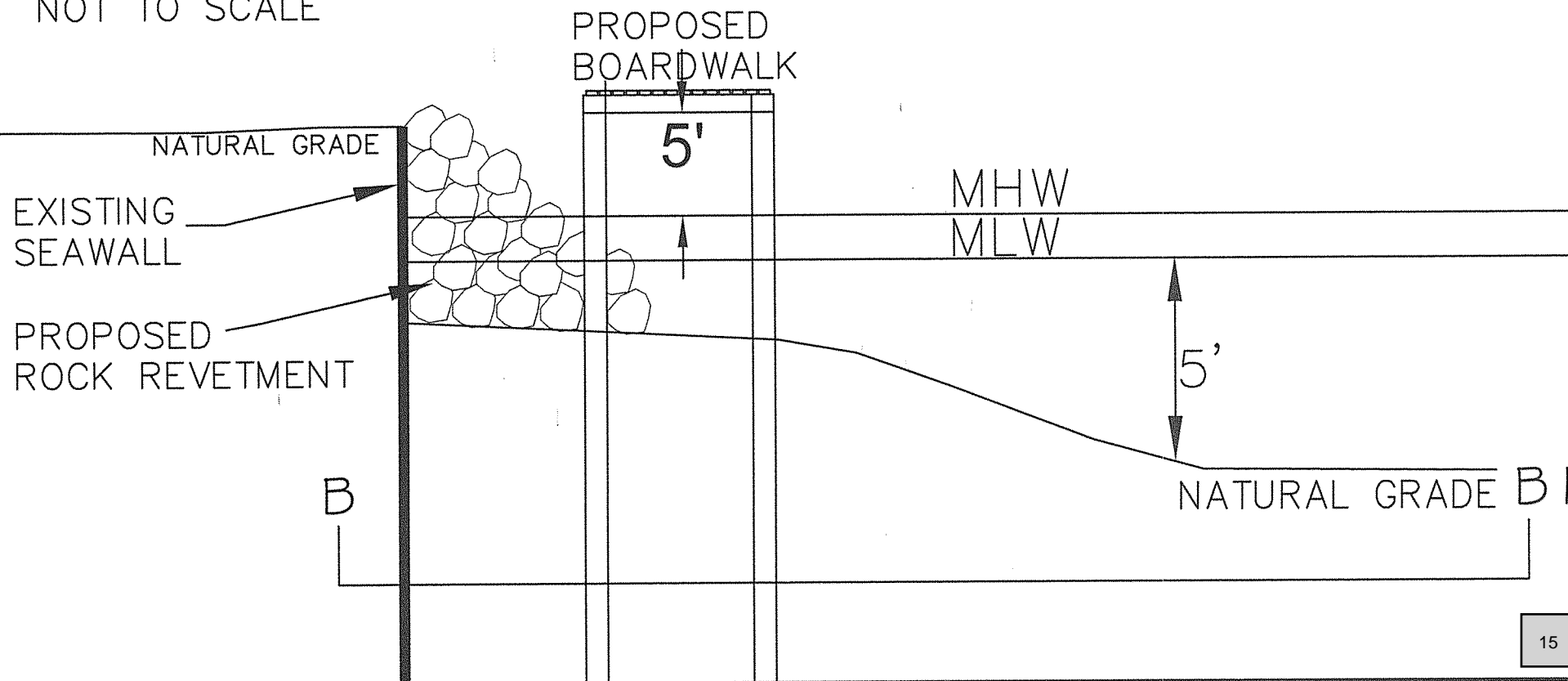
DATE: AUGUST 20, 2020

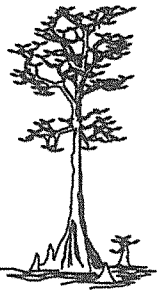
SHEET: 5/6



CROSS SECTION 2

PROPOSED
BOARDWALK
& ROCK
REVTMENT
NOT TO SCALE





PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385

(850) 653-8899

FAX (850) 653-9656

garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: CLAY PALM

WATERBODY/CLASS: Apalachicola River

PURPOSE: Environmental Permitting

PROJECT LOCATION / USGS: Apalachicola / Franklin County

LATITUDE:

LONGITUDE:

SECTION: 21 TWSHP: 8 South

RNG: 8 West

JOB: 20-065

DEP:

COE:

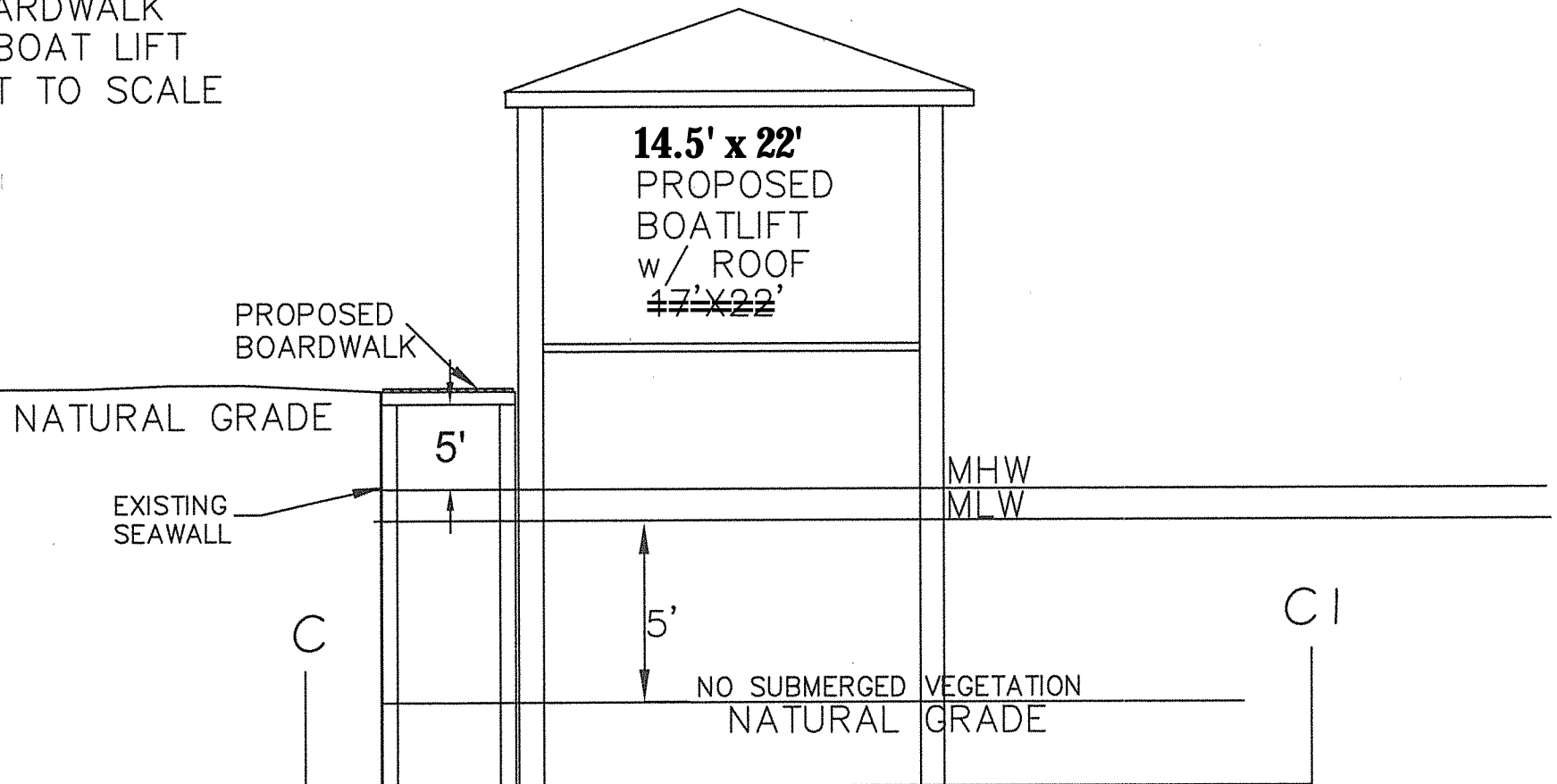
OTHER:

DATE: AUGUST 20, 2020

SHEET: 6/6

PROPOSED
BOARDWALK
& BOAT LIFT
NOT TO SCALE

CROSS SECTION 3



This Document Prepared By and Return to:
 Barbara Sanders, Esq.
 Florida Bar # 442170
 Sanders and Dumas, P.A.
 P.O. Box 157
 Apalachicola, FL 32324
 850-453-8976

Parcel ID Number: PART OF 21-085-08W-0000-0040-0000

Warranty Deed

This Indenture, Made this 20th day of July, 2020 A.D., Between Lawrence T. Maddren and Caroline Chvostak Maddren, husband and wife of the County of Madison, State of Florida, Grantors, and Richard C. Palm and Cindy A. Palm, husband and wife whose address is: 128 Sweetbay Trace, Dothan, AL 36303 of the County of Houston, State of Alabama, grantees.

Witnesseth that the GRANTORS for and in consideration of the sum of TEN DOLLARS (\$10) DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Franklin State of Florida to wit: **SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.**

And the Grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Laura Walker
 Printed Name: Laura Walker
 Witness

Eric Murphy
 Printed Name: Eric Murphy
 Witness

Lawrence T. Maddren (Seal)
 Lawrence T. Maddren
 P.O. Address: 1406 NW Resler Church Road, Greenville, FL 32331

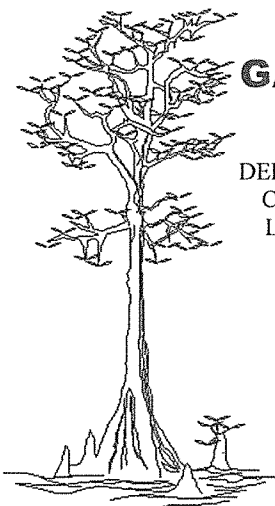
Caroline Chvostak Maddren (Seal)
 Caroline Chvostak Maddren
 P.O. Address: 1406 NW Resler Church Road, Greenville, FL 32331

State of Florida
 County of Madison

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 20th day of July, 2020, by Lawrence T. Maddren and Caroline Chvostak Maddren, husband and wife, who are personally known to me or who have produced their FLD m305584-2020-07305100317120 as identification.

Hannah Morgan
 Printed Name: Hannah Morgan
 Notary Public
 My Commission Expires:





B-

GARLICK ENVIRONMENTAL ASSOCIATES, INC.

SPECIALIZING IN: REGULATORY PERMITS • WETLANDS/UPLAND JURISDICTIONAL
DELINEATIONS • SUBMERGED LAND LEASES • ECOLOGICAL INVENTORY ASSESSMENTS •
CONSERVATION AND OTHER EASEMENTS • EXPERT WITNESS AND ENVIRONMENTAL
LITIGATION SERVICES • MITIGATION • CULTURAL RESOURCE ANALYSIS • CREATIVE
MARINA, DOCK, AND SUBDIVISION DESIGN

August 24, 2020

Ms Amy Kelly
Franklin County Planning & Zoning
33 Commerce Street
Apalachicola, FL 32320


Re: Dock Approval
GEA File No. 20-090
Karen & Sonny Sykes

Dear Ms. Kelly:

By this letter, we are requesting you place the referenced project on the next Franklin County Planning and Zoning meeting to be held on September 8, 2020, as well as, the Franklin County Board of County Commissioners meeting to be held on September 15, 2020, for the construction of a Single Family Residential Dock. Attached are drawings for the proposed dock. We have submitted the application to FDEP and COE for permitting. Upon receipt of the permits, we will send a copy of each to you.

If you have any questions, please let us know.

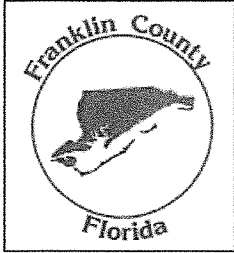
Sincerely,



Mary Ann Wasmund, Permit Specialist
Garlick Environmental Associates, Inc.

Attachments

P.O. BOX 385
APALACHICOLA, FL 32329-0385
(850) 653-8899 FAX (850) 653-9656
garlick@garlickenv.com



DOCK PERMIT APPLICATION

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

Phone: 850-653-9783 Fax: 850-653-9799

http://www.franklincountyflorida.com/planning_building.aspx

PERMIT # _____

FEE: \$ _____

C.S.I. : \$ _____

TOTAL: \$ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:

VIOLATIONS OF THE TERMS AND CONDITIONS OF THIS PERMIT MAY WARRANT A STOP WORK ORDER OR REVOCATION OF THIS PERMIT. THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE.

CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:

ISSUANCE DATE: _____ EXPIRES: _____

EXISTING HOUSE: ☐ Yes ☐ No

DEP PERMIT: ☐ Yes ☐ No

ARMY COE PERMIT: ☐ Yes ☐ No

APPROVED: ☐ Yes ☐ No

APPLICATION MUST BE COMPLETE:

Property Owner/s: Karen & Sonny Sikes
 Contact Information: Home #: _____ Cell #: 850-379-3965
 Mailing Address: 27511 NE Hwy 67 City/State/Zip: Hosford, FL 32334
 EMAIL Address: N/A @ _____

Contractor Name: _____ Business Name: _____
 Contact Information: Office #: _____ Cell #: _____
 State License #: _____ County Registration #: _____
 Mailing Address: _____ City/State/Zip: _____
 EMAIL Address: _____ @ _____

PROPERTY DESCRIPTION: 911 Address: 2533 U.S. Hwy 98 W
 Lot/s: 9/9A Block: _____ Subdivision: _____ Unit: _____
 Parcel Identification #: 03-089-056-0000-0033-0020

JURISDICTION: ☒ Franklin County ☐ City of Carrabelle

☐ Apalachicola ☐ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

☒ SINGLE FAMILY DOCK/PIER ☐ MULTI-FAMILY DOCK/PIER ☐ COMMERCIAL

DESCRIPTION: Access Walkway 194'x4' - Terminus 26'x6' w/2' step down

ZONING DISTRICT: _____ CONTRACT COST: _____

TOTAL SQUARE FOOT: _____ FOUNDATION TYPE: _____

ROOF MATERIAL: _____

APPROVED BY: ☐ Planning & Zoning Date: _____ ☐ County Commissioners Date: _____

WATER BODY: St George Sound

CRITICAL SHORELINE DISTRICT: YES OR NO CRITICAL HABITAT ZONE: YES OR NO

FLOOD ZONE INFORMATION: EFFECTIVE DATE: February 5, 2014

PANEL NUMBER: _____ FIRM ZONE/S: _____

ELEVATION REQUIREMENTS AS PER SURVEY: _____

☐ Requires V-Zone Certification ☐ Requires Elevation Certificates ☐ Requires Smart Vents ☐ Requires Breakaway Walls

BUILDING OFFICIAL _____ Date _____ OWNER (Required) _____ Date _____ CONTRACTOR (Required) _____ Date _____

FRANKLIN COUNTY DOCK B- CHECKLIST & FEE SCHEDULE

CHECKLIST:

- ☒ Application
- ☐ DEP
- ☐ Army CORPS
- ☒ Site Plan
- ☐ Lighting Plan
- ☐ Drawings (Approved by all entities)
- ☐ Approvals from local jurisdictions
- ☐ Dock Site Plan, Construction & Lighting Affidavit
- ☐ Copy of Signed Contract Cost

PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385

(850) 653-8899

FAX (850) 653-9656

garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: Sonny Sykes

JOB: 20-090

WATERBODY/CLASS: St George Sound / Class II / OFW / not an APEP:

PURPOSE: Environmental Permitting

COE:

PROJECT LOCATION / USGS: Franklin County

OTHER:

LATITUDE: 29.804081

DATE: August 12, 2020

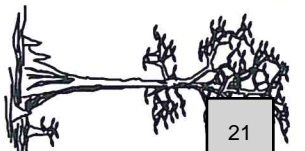
LONGITUDE: 84.736258

SHEET: 1/4

SECTION: 3 TNSHP: 8 South

RNG: 5 West

B-



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

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LB No. 7415

APPLICANT/CLIENT: Sonny Sykes

WATERBODY/CLASS: St George Sound / Class II / OFW / not an APEP:

PURPOSE: Environmental Permitting

COE:

PROJECT LOCATION / USGS: Franklin County

OTHER:

LATITUDE: 29.804081

DATE: August 12, 2020

LONGITUDE: 84.736258

SHEET: 2/4

SECTION: 3 TOWNSHIP: 8 South

RNG: 5 West



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385

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LB No. 7415

APPLICANT/CLIENT: Sonny Sykes

WATERBODY/CLASS: St George Sound / Class II / OFW / not an APEP:

PURPOSE: Environmental Permitting

PROJECT LOCATION / USGS: Franklin County

LATITUDE: 29.804081

LONGITUDE: 84.736258

JOB: 20-090

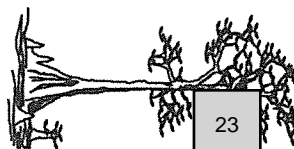
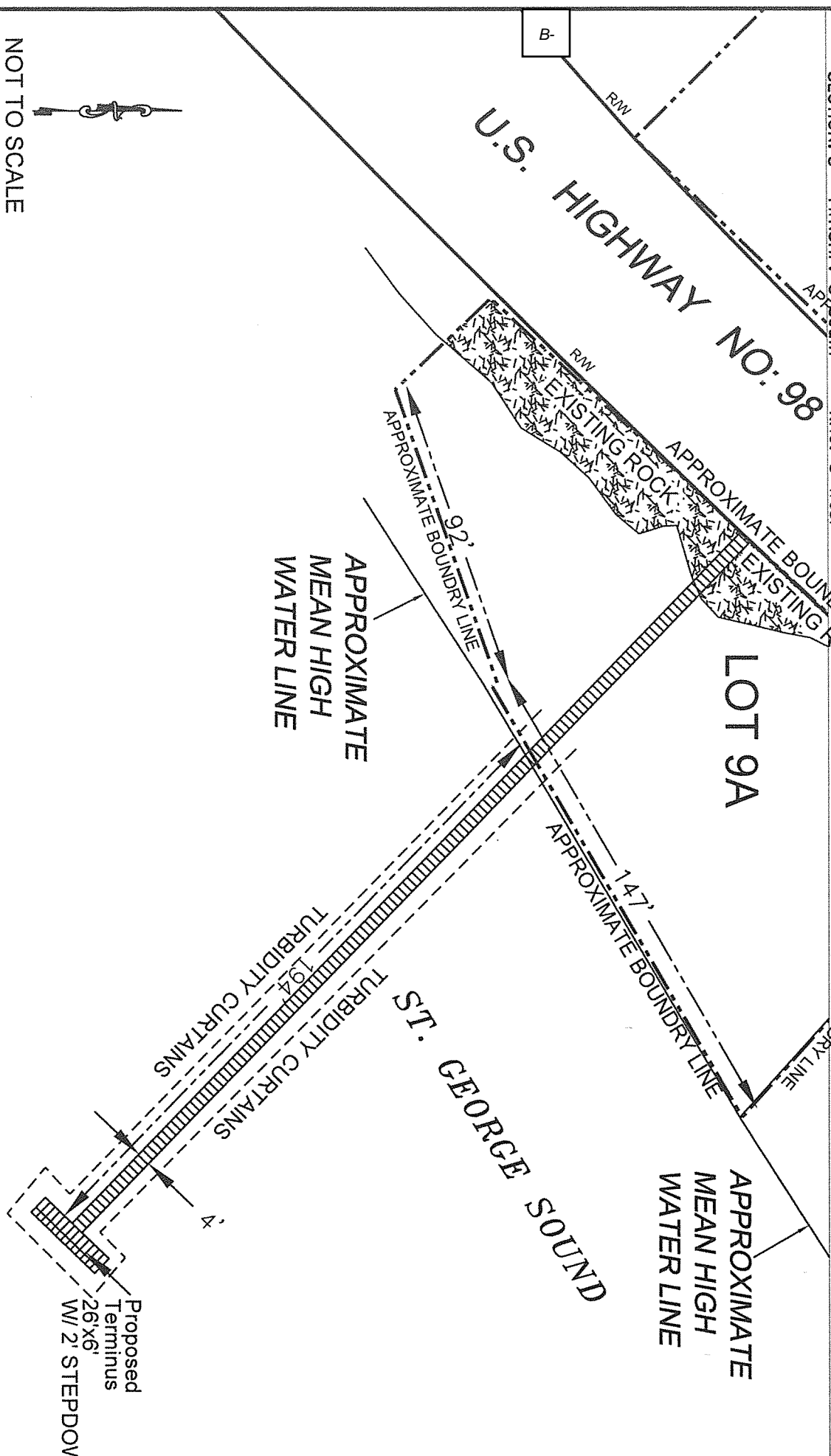
COE:

OTHER:

DATE: August 12, 2020

SHEET: 3/4

SECTION: 3 TOWNSHIP: 8 South RANGE: 5 West



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385

(850) 653-8899

FAX (850) 653-9656

garlick@garlickenv.com

LB No. 7415

APPLICANT/CLIENT: Sonny Sykes

JOB: 20-090

WATERBODY/CLASS: St George Sound / Class II / OFW / not an ADP

PURPOSE: Environmental Permitting

COE:

PROJECT LOCATION / USGS: Franklin County

OTHER:

LATITUDE: 29.804081

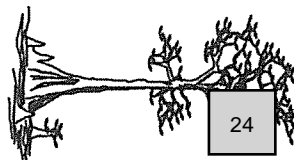
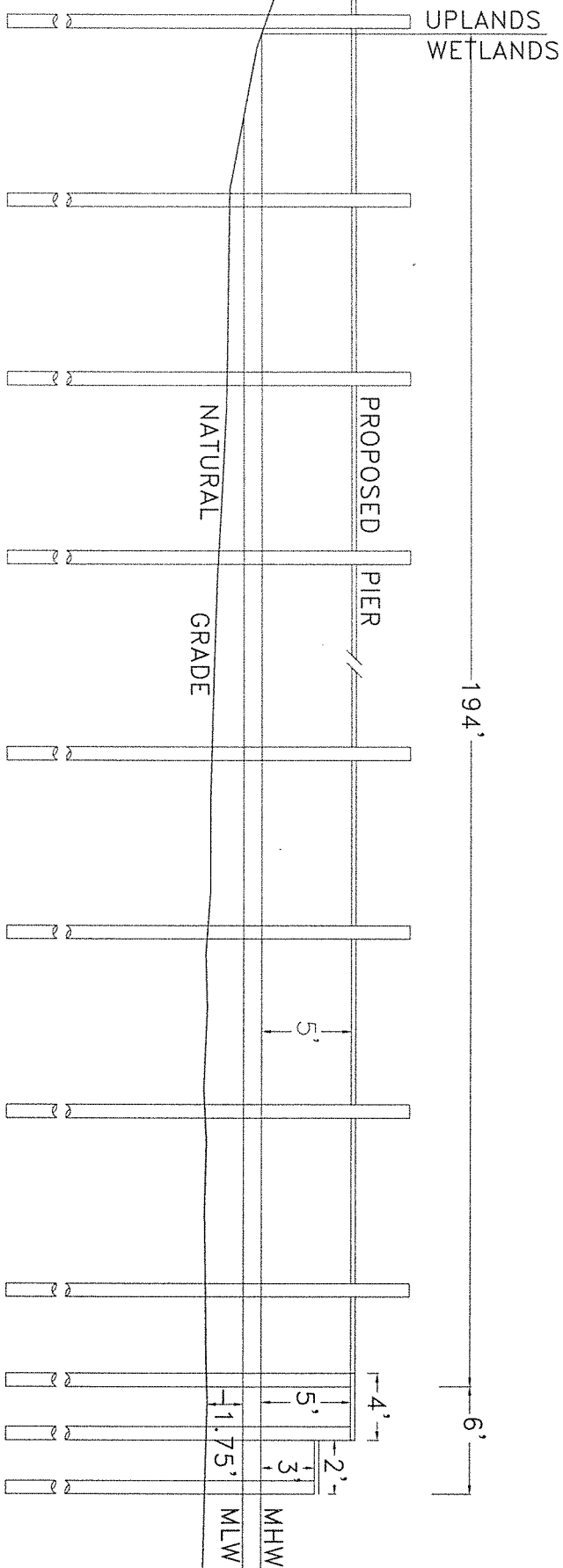
DATE: August 12, 2020

LONGITUDE: 84.736258

SHEET: 4/4

SECTION: 3 TOWNSHIP: 8 South RANGE: 5 West

Cross Section
of Proposed Pier
NOT TO SCALE





Owner



- Legend**
- ☐ Parcels
 - ☐ Roads
 - ☐ City Labels

Parcel ID	03-08S-05W-0000-0033-0020	Alternate ID	05W08S03000000330020	Owner Address	SYKES SONNY M & KAREN T
Sec/Twp/Rng	--	Class	SINGLE FAM		2533 HWY 98 W
Property Address	2533 HIGHWAY 98 WEST	Acreage	n/a		CARRABELLE, FL 32322
District	1				
Brief Tax Description	4 PARCELS IN CARRABELLE EST. (Note: Not to be used on legal documents)				

Date created: 8/12/2020
Last Data Uploaded: 8/12/2020 7:42:35 AM
Developed by Schneider
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Parcel Summary

Parcel ID 03-085-05W-0000-0033-0020
Location 2533 HIGHWAY 98 WEST
Address 32322
Brief 4 PARCELS IN CARRABELLE EST. UNRECD BEING PARCELS 9 & 9-A AND 10 & 10-A OR 389/62 596/746 631/461 716/177 769/69 781/253 818/554
Tax Description* 979/137 1047/412 1102/754 1151/100 1222/436 1251/699
 *The Description above is not to be used on legal documents.
Property Use Code SINGLE FAM (000100)
Sec/Twp/Rng --
Tax District County (District 1)
Millage Rate 11.5391
Acreage 0.000
Homestead Y

[View Map](#)

Owner Information

Primary Owner
 Sykes Sonny M & Karen T
 2533 Hwy 98 W
 Carrabelle, FL 32322

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000000	VAC RES	1.00	UT	0	0
000100	SFR	1.00	UT	0	0
999910	DOCK PERMISSIV	2.00	UT	0	0

Residential Buildings

Building 1
Type SINGLE FAM
Total Area 2,368
Heated Area 2,248
Exterior Walls VINYL SIDE
Roof Cover TIN ROOF
Interior Walls DRYWALL
Frame Type WOOD FRAME
Floor Cover SHT VINYL; CARPET
Heat FORCED AIR
Air Conditioning CENTRAL
Bathrooms 2
Bedrooms 0
Stories 0
Effective Year Built 1999

Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
	DECK W/R	1	5 x 4 x 0	20	SF	1999
0320	CONCRETE	1	0 x 0 x 0	560	SF	1999
0610	SHED WD	1	8 x 10 x 0	80	SF	1999
0400	LATTICE	1	0 x 0 x 0	5	UT	2000
0665	STEPS W/RAILS	1	0 x 0 x 0	39	SF	2000

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	06/28/2018	\$100,000	WD	1222	436	Qualified (Q)	Improved	BENNETT	SYKES
N	12/16/2008	\$100	QC	979	137	Unqualified (U)	Improved	BENNETT	BENNETT
N	10/26/2004	\$466,000	WD	818	554	Qualified (Q)	Improved	BROWN	BENNETT
N	03/22/2004	\$318,000	WD	781	253	Unqualified (U)	Improved	MCPHERSON LEONARD & ARLENE	BROWN/ALLEN
N	05/28/1998	\$40,000	WD	596	746	Qualified (Q)	Vacant	WINN MARY M	MCPHERSON LEONARD & ARLENE
N	09/14/1992	\$18,700	WD	389	180	Unqualified (U)	Vacant	CARVILLE	WINN

Valuation

B-

	2019 Preliminary Certified	2019 Certified	2018 Certified	2017 Certified	2016 Certified
Building Value	\$73,679	\$71,985	\$116,870	\$116,870	\$119,774
Extra Features Value	\$2,041	\$2,041	\$2,041	\$2,041	\$2,041
Land Value	\$51,250	\$148,750	\$70,000	\$60,000	\$60,000
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$126,970	\$222,776	\$188,911	\$178,911	\$181,815
Assessed Value	\$122,742	\$125,565	\$188,911	\$178,911	\$166,997
Exempt Value	\$50,000	\$50,500	\$0	\$0	\$0
Taxable Value	\$72,742	\$75,065	\$188,911	\$178,911	\$166,997
Maximum Save Our Homes Portability	\$4,228	\$97,211	\$0	\$0	\$14,818

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

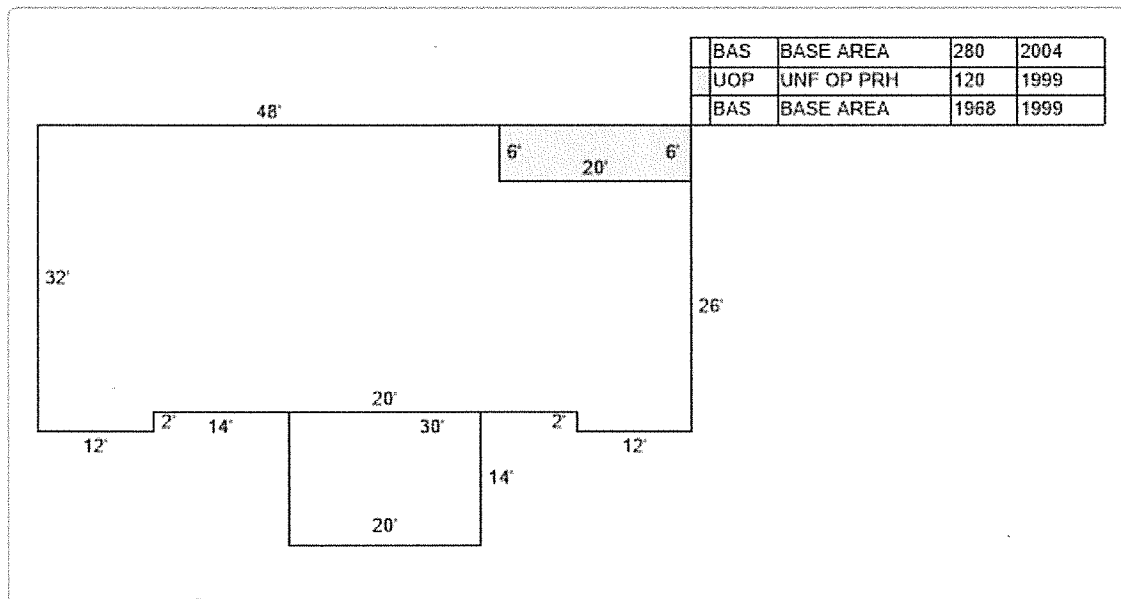
TRIM Notice 2020

[2020 TRIM Notice\(PDF\)](#)

TRIM Notice 2019

[2019 TRIM Notice\(PDF\)](#)

Sketches



No data available for the following modules: Commercial Buildings.

Franklin County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

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Last Data Upload: 8/12/2020, 7:42:35 AM

Version 2.3.75

Developed by
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This Document Prepared By:

PEGGY L. CARRY, PA
1515 N. FEDERAL HIGHWAY, STE. 300
BOCA RATON, FL 33432

Inst: 201819003267 Date: 06/29/2018 Time: 2:10PM
Page 1 of 3 B: 1222 P: 436, Marcia Johnson, Clerk of Court
Franklin, County, By: SM Deputy Clerk
Doc Stamp-Deed: 700.00

Parcel ID Number: R-03-08S-05W-000-0033-0020

Warranty Deed

This Indenture, Made this 28th day of June, 2018 A.D., Between
DEBORAH E. BENNETT, a married woman

of the County of PALM BEACH, State of Florida, grantor, and
SONNY M. SYKES and KAREN T. SYKES, husband and wife

whose address is: 27511 NE COUNTY ROAD 67, Hosford, FL 32334

of the County of Liberty, State of Florida, grantees.

Witnesseth that the GRANTOR, for and in consideration of the sum of

TEN DOLLARS (\$10) DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEEES, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEEES and GRANTEEES' heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Franklin State of Florida to wit:
SEE ATTACHED EXHIBIT A

Subject to restrictions, reservations and easements of record, if
any, which are not reimposed hereby, and taxes subsequent to
December 31, 2017.

The property herein conveyed IS NOT the HOMESTEAD property of the
Grantor, nor her spouse, nor is it contiguous to her homestead
property or that of her spouse. The Grantor's HOMESTEAD address is
14288 Banded Raccoon Dr., Palm Beach Gardens, FL 33418.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

Laser Generated by © Display Systems, Inc., 2018 (863) 763-5555 Form FLWD-2

Warranty Deed - Page 2

Parcel ID Number: R-03-08S-05W-000-0033-0020

In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Peggy L. Carry

Witness

Printed Name: Cherie C. LaHman

Witness

Deborah E. Bennett (Seal)
DEBORAH E. BENNETT

P.O. Address: 14288 BANDED RACCOON DR.
PALM BEACH GARDENS, FL 33418

STATE OF Florida
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of June, 2018 by
DEBORAH E. BENNETT, a married woman

who is personally known to me or who has produced her Florida driver's license as identification.

Printed Name: Peggy L. Carry

Notary Public

My Commission Expires:



PEGGY L. CARRY
Commission # GG 138184
Expires December 25, 2021
Banded Thru Budget Notary Services

Exhibit A

Parcel 9:

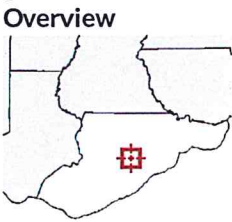
Commence at an iron pipe marking the Northwest corner of Tract 54 of the Town of St. George as per the map or plat thereof recorded in the public records of Franklin County, Florida and proceed North 89 degrees 51 minutes 29 seconds East along the North boundary of said Tract 54 a distance of 417.63 feet, thence run South 43 degrees 10 minutes 35 seconds West 154.70 to a re-rod marking the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 43 degrees 05 minutes 28 seconds West 212.42 feet to a re-rod (marked #3293), thence run South 47 degrees 54 minutes 15 seconds East 165.04 feet to a concrete monument lying on the Northwesterly right-of-way boundary of U.S. Highway 98 said point lying on a curve concave to the Northwesterly, thence run Southwesterly along said Northwesterly right-of-way boundary and the arc of said curve having a radius of 3786.83 feet through a central angle of 01 degrees 38 minutes 46 seconds for an arc distance of 108.79 feet the chord of said arc being South 43 degrees 10 minutes 47 seconds West 108.78 feet to a re-rod (marked #4261), thence leaving said right-of-way boundary run North 35 degrees 48 minutes 13 seconds West 168.42 feet to a re-rod (marked #4261), thence run North 03 degrees 38 minutes 47 seconds West 208.92 feet to a re-rod (marked #4261), thence run East 208.91 feet to the POINT OF BEGINNING

AND ALSO Parcel 9-A:

Commence at an iron pipe marking the Northwest corner of Tract 54 of the Town of St. George as per the map or plat thereof recorded in the public records of Franklin County, Florida and proceed North 89 degrees 51 minutes 29 seconds East along the North boundary of said Tract 54 a distance of 417.63 feet, thence run South 43 degrees 10 minutes 35 seconds West 154.70 feet to a re-rod (marked #4261), thence run West 208.91 feet to a re-rod (marked #4261), thence run South 03 degrees 38 minutes 47 seconds East 208.92 feet to a re-rod (marked #4261), thence run South 35 degrees 48 minutes 13 seconds East 235.46 feet to a re-rod (marked #4261) lying on the Southeasterly right-of-way boundary of U.S. Highway 98 said point also lying on a curve concave to the Northwesterly and being the POINT OF BEGINNING. From said POINT OF BEGINNING thence run Northeasterly along said Southeasterly right-of-way boundary and the arc of said curve having a radius of 3852.83 feet through a central angle of 01 degrees 49 minutes 48 seconds for an arc distance of 123.06 feet the chord of said arc being North 43 degrees 15 minutes 51 seconds East 123.05 feet to a concrete monument (marked #2919), thence leaving said right-of-way boundary run South 47 degrees 57 minutes 21 seconds East 126.19 feet to the approximate mean high water line of St. George Sound, thence run South 59 degrees 30 minutes 07 seconds West along said mean high water line 148.02 feet, thence leaving said mean high water line run North 35 degrees 48 minutes 13 seconds West 86.34 feet to the POINT OF BEGINNING.



Adjacent Owner



- Legend
- Parcels
 - Roads
 - City Labels

Parcel ID	03-08S-05W-0000-0030-0030	Alternate ID	05W08S03000000300030	Owner Address	CARRABELLE LLC
Sec/Twp/Rng	3-8S-5W	Class	VACANT		PO.BOX 667
Property Address	2529 HIGHWAY 98	Acreage	n/a		THOMASTON, GA 30286
District	1				
Brief Tax Description	A PARCEL IN SEC 03-08S-05W (Note: Not to be used on legal documents)				

Date created: 8/12/2020
Last Data Uploaded: 8/12/2020 7:42:35 AM

Developed by Schneider
GEOSPATIAL



Overview



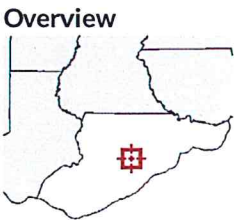
Legend

- Parcels
- Roads
- City Labels

Date created: 8/12/2020
Last Data Uploaded: 8/12/2020 7:42:35 AM
Developed by  Schneider
GEOSPATIAL



Adjacent Owner

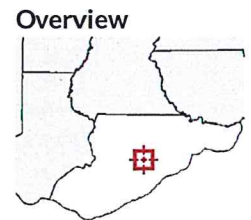


- Legend**
- ☐ Parcels
 - ☐ Roads
 - ☐ City Labels

Parcel ID	03-08S-05W-0000-0030-0040	Alternate ID	05W08S03000000300040	Owner Address	CARRABELLE LLC ,
Sec/Twp/Rng	--	Class	VACANT		PO.BOX 667
Property Address	2528 HIGHWAY 98	Acreage	0.331		THOMASTON, GA 30286
District	1				
Brief Tax Description	A PARCEL IN SECTION 03 08S 05W				
	(Note: Not to be used on legal documents)				

Date created: 8/12/2020
Last Data Uploaded: 8/12/2020 7:42:35 AM
Developed by Schneider
GEOSPATIAL

Adjacent Neighbor



- Legend**
- ☐ Parcels
 - ☐ Roads
 - ☐ City Labels

Parcel ID	03-08S-05W-0000-0033-0000	Alternate ID	05W08S03000000330000	Owner Address	OKENDO PHOENIX
Sec/Twp/Rng	3-8S-5W	Class	VACANT		PO BOX 495
Property Address	2543 HIGHWAY 98	Acreage	n/a		CARRABELLE, FL 32322-0495
District	1				
Brief Tax Description	A PARCEL N OF HWY IN LOTS				
	(Note: Not to be used on legal documents)				

Date created: 8/12/2020
Last Data Uploaded: 8/12/2020 7:42:35 AM

Developed by  **Schneider**
GEOSPATIAL

**Parcel Summary**

Parcel ID 03-085-05W-0000-0033-0000
Location 2543 HIGHWAY 98
Address 32322
Brief A PARCEL N OF HWY IN LOTS 54 53 C'BELLE ESTATES UNREC KNOWN AS PARCEL 11-A & ALSO A PARCEL SOUTH OF HWY IN TRACTS 53 54 CITY OF ST GEORGE SEE CARRABELLE ESTATES UNRECD KNOWN AS PARCEL 11 OR 103/363 107/504 245/124 283/129 245/124 633/731 1165/519 1168/302 1217/357
Tax Description* *The Description above is not to be used on legal documents.
Property Use Code VACANT (000000)
Sec/Twp/Rng 3-8S-5W
Tax District County (District 1)
Millage Rate 11.5391
Acreage 0.000
Homestead N

[View Map](#)**Owner Information**

Primary Owner
 Okendo Phoenix
 PO Box 495
 Carrabelle, FL 323220495

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000000	VAC RES	1.50	UT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	04/23/2018	\$42,000	WD	1217	357	Qualified (Q)	Vacant	THOMAS	OKENDO
N	05/13/2016	\$24,000	WD	1168	302	Unqualified (U)	Vacant	CENTENNIAL BANK	THOMAS
N	04/04/2016	\$100	CT	1165	519	Unqualified (U)	Vacant	TAYLOR	CENTENNIAL BANK
N	02/21/2000	\$25,000	WD	633	731	Unqualified (U)	Vacant	CARVILLE	TAYLOR

Valuation

	2019 Preliminary Certified	2019 Certified	2018 Certified	2017 Certified	2016 Certified
Building Value	\$0	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$37,500	\$37,500	\$50,000	\$40,000	\$25,000
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$37,500	\$37,500	\$50,000	\$40,000	\$25,000
Assessed Value	\$37,500	\$37,500	\$30,250	\$27,500	\$25,000
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$37,500	\$37,500	\$30,250	\$27,500	\$25,000
Maximum Save Our Homes Portability	\$0	\$0	\$19,750	\$12,500	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

TRIM Notice 2020
[2020 TRIM Notice\(PDF\)*](#)
TRIM Notice 2019
[2019 TRIM Notice\(PDF\)](#)

No data available for the following modules: Residential Buildings, Commercial Buildings, Extra Features, Sketches.



Adjacent Owners



Overview



Legend

- Parcels
- Roads
- City Labels

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APPLICATION FOR DEVELOPMENT

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

Phone: 850-653-9783 Fax: 850-653-9799

http://www.franklincountyflorida.com/planning_building.aspx

PERMIT # _____

FEE: \$ _____

RADON: \$ _____

FLOOD: \$ _____

C.S.I.: \$ _____

TOTAL: \$ _____

NOTE TO APPLICANTS AND PERMIT HOLDERS:

VIOLATIONS OF THE TERMS AND CONDITIONS OF THIS PERMIT MAY WARRANT A STOP WORK ORDER OR REVOCATION OF THIS PERMIT. THIS PERMIT IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE. CONSTRUCTION MUST COMMENCE WITHIN SIX MONTHS OF THIS DATE:
ISSUANCE DATE: _____ EXPIRES: _____

- ☐ New Construction
☐ Commercial
☐ Residential
☐ Substantial Improvement
☐ Less than Substantial

RECEIVED
 AUG 12 2020

APPLICATION MUST BE COMPLETE: (We will no longer accept incomplete applications)

Property Owner/s: DONALD & MELINDA SEADER

Contact Information: Home #: _____ Cell #: 812-327-8401

Mailing Address: 1488 W. Eagleview Dr. City/State/Zip: Bloomington, IN 47403

EMAIL Address: DSEADER@GMAIL.COM

BY: [Signature]

Contractor Name: GARY D. BARTLETT

Business Name: BUILDERS BY THE SEA, INC.

Contact Information: Office #: (850)927-3628

Cell #: (850)425-8620

State License #: RR0067644

County Registration #: 2018-798

Mailing Address: 700 W. PINE AVE.

City/State/Zip: SGI, FL 32328

EMAIL Address: BUILDERSBYTHESEA@FAIRPOINT.NET

PROPERTY DESCRIPTION: 911 Address: 1839 Bayview Dr. SGI FL 32328

Lot/s: 10 Block: _____ Subdivision: BAYVIEW VILLAGE Unit: _____

Parcel Identification #: 29-09S-06W-7336-0000-0100

JURISDICTION: ☒ Franklin County ☐ City of Carrabelle

☐ Apalachicola ☐ Eastpoint ☒ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

DESCRIPTION OF DEVELOPMENT: DOCK

ZONING DISTRICT: R1 CONTRACT COST: \$20,000.00

HEATED SQ FT: _____ UN-HEATED SQ FT: _____ TOTAL SQUARE FOOT: _____

ROOF MATERIAL: _____ FOUNDATION TYPE: _____ LOT DEMENSION: _____

NO. OF STORIES: _____ UNDERNEATH STORAGE SQ FOOTAGE: _____

(Requires Building or General Contractor if over 3 habitable stories including mezzanines.)

(VE Zones: 299 Sq. Foot or Less and MUST be certified breakaway construction by Engineer)

SEPTIC TANK PERMIT # _____

OR SEWER DISTRICT: _____

WATER DISTRICT: _____

OR PRIVATE WELL: _____

WATER BODY: Apalachicola Bay

CRITICAL SHORELINE DISTRICT: YES OR NO

CRITICAL HABITAT ZONE: YES OR NO

FLOOD ZONE INFORMATION: EFFECTIVE DATE: February 5, 2014

PANEL NUMBER: 545F

FIRM ZONE/S: V8

ELEVATION REQUIREMENTS AS PER SURVEY: 12'

☐ Requires V-Zone Certification ☐ Requires Elevation Certificates ☐ Requires Smart Vents ☐ Requires Breakaway Walls

BUILDING OFFICIAL

DATE

FLOODPLAIN ADMIN.

DATE

OWNER/CONTRACTOR

SUPPLEMENT C- APPLICATION

1- Proposed Alteration of the Land:

- Determination of COE & DEP Wetlands: _____
- Amount and location of Fill to be placed on property: _____
- Percentage of land to be placed in impervious surface: _____

2- Critical Shoreline Inspection:

- Construction to be a minimum of 50 feet from the mean high water or wetland: _____
(Must be indicated on submitted site plan)
- Construction within 50 feet of the mean high water or wetlands: _____
- Attach the Board of Adjustment Approval: Date of Approval: _____
(Expires One Year From Approval Date)

3- Elevation Requirements:

- FLOOD ZONE: _____ BASE FLOOD ELEVATION: _____
- LOWEST BASE FLOOD ELEVATION AT BUILDING SITE: _____
- A/AE/AH/AO ZONES: Elevation of bottom of the first floor: _____
- VE Zones: Elevation of the first floor horizontal support structure: _____

DEVELOPMENT APPLICATION CHECKLIST

RESIDENTIAL:

- _____ Application
- _____ Supplemental Application
- _____ Boundary Survey (Non-Flood Zones)
- _____ Site Plan
- _____ Septic Tank Permit
- _____ Energy Code Form
- _____ 2 Complete Sets of Building Plans
- ☐ Wind Load Analysis ☐ Engineered
- _____ State Permits
- ☐ DEP Permits ☐ COE Permits ☐ FDOT Permits
- _____ Structure Height & Number of Stories Affidavit
- _____ Portable Toilet Agreement
- _____ Owner/Builder Affidavit
- _____ Dumpster Affidavit
- _____ Termite Affidavit
- _____ Turtle Light Affidavit (If Applicable)
- _____ Recorded Notice of Commencement

FORMS REQUIRED IN FLOOD ZONES: (Additional)

- _____ Topographical Survey
- _____ Flood Plain Management Review (Requires Permit)
- _____ V Zone Certification (If Applicable)
- _____ Smart Vent Certification (If Applicable)
- _____ Elevation Affidavit

COMMERCIAL: (Additional to Residential)

- _____ P&Z Approval Notice
- _____ BOA Approval Notice
- _____ BCC Approval Notice
- _____ DEP Storm Water Permit/Exemption
- _____ DBR Approval
- _____ Parking Plan
- _____ Flood Proofing Certification (If Applicable)

SUB-CONTRACTOR LIST

PLEASE BE ADVISED THAT ALL CONTRACTORS DOING WORK IN FRANKLIN COUNTY MUST BE REGISTERED IN FRANKLIN COUNTY PRIOR TO PERFORMING ANY WORK IN THIS COUNTY. ALL GENERAL, RESIDENTIAL & BUILDING, ELECTRICAL, PLUMBING, HVAC & ROOFING CONTRACTOR'S ARE REQUIRED TO PULL PERMITS ON ALL NEW, RENOVATIONS, REMODEL PROJECTS.

CONTRACTOR OR OWNER HAS CONTRACTED WITH THE FOLLOWING (OWNER/BUILDERS ARE NOT ALLOWED TO HIRE SPECIALTY FRAMING CONTRACTORS) ALL CONTRACTOR'S & SUBCONTRACTOR'S MUST BE REGISTERED WITH FRANKLIN COUNTY AND ALL APPLICABLE PERMITS MUST BE OBTAINED BEFORE COMMENCING WORK.

- | | | | |
|-------------------|-------------------------------------|-------------------|-------------------------------------|
| Contractor: _____ | <input type="checkbox"/> Registered | Insulation: _____ | <input type="checkbox"/> Registered |
| Electrical: _____ | <input type="checkbox"/> Registered | Painting: _____ | <input type="checkbox"/> Registered |
| Plumbing: _____ | <input type="checkbox"/> Registered | Framing: _____ | <input type="checkbox"/> Registered |
| HVAC: _____ | <input type="checkbox"/> Registered | Masonry: _____ | <input type="checkbox"/> Registered |
| Roofing: _____ | <input type="checkbox"/> Registered | Tile: _____ | <input type="checkbox"/> Registered |
| Piling: _____ | <input type="checkbox"/> Registered | Other: _____ | <input type="checkbox"/> Registered |
| Concrete: _____ | <input type="checkbox"/> Registered | Other: _____ | <input type="checkbox"/> Registered |
| Siding: _____ | <input type="checkbox"/> Registered | Other: _____ | <input type="checkbox"/> Registered |



C-

FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

January 16, 2019

Melinda Seader
1488 West Eagleview Drive
Bloomington, Indiana 47403
melindaseader@gmail.com

File No.: 0371596-001-EG, Franklin County

Dear Ms. Seader:

On December 17, 2018, we received your notice of intent to use a General Permit (GP) pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to construct a single-family dock under 2,000 square feet within Apalachicola Bay, Class II Florida Waters, Prohibited Shellfish Harvesting Area. The project is located at Lot 10, 1839 Bayview Drive, St. George Island, Florida, 32328, Parcel No. 29-09S-06W-7336-0000-0100, in Section 29, Township 09 South, Range 06 West of Franklin County; at approximately 29°37'51.12" North Latitude, -84°56'2.29" West Longitude.

Your intent to use a general permit has been reviewed by Department staff for three types of authorization: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project qualifies for all three authorizations. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review – Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached) and the specific conditions of Rule 62-330.427, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue

this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review – Part IV of Chapter 373, Florida Statutes (F.S.), Title 62, F.A.C., and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258, F.S. and Chapters 18-20 and 18-21, F.A.C.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above and has determined that the activity qualifies for a Letter of Consent under Section 253.77, F.S. to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

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

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, F.S. and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review – Chapter(s) 253 and 258, F.S., Chapter(s) 18-20 and 18-21, F.A.C., and Section 62-330.075, F.A.C., as required.

3. Federal Review – SPGP Approved

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit V-R1, and a **SEPARATE permit** or authorization **will not be required** from the Corps. Please note that the Federal authorization expires on July 26, 2021. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 19 of the SPGP V-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project. Special conditions required for your project are attached. A copy of the SPGP V-R1 with all terms and conditions and the General Conditions may be found at <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S. and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S. before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-

3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S. or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28 106.205, F.A.C.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Diana Athnos at the letterhead address, at (850)595-0557, or at diana.athnos@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Diana Athnos
Environmental Consultant
Submerged Lands and Environmental Resources Program

Attachments:

1. Rule 62-330.427, F.A.C., 1 page
2. General Conditions for All General Permits, Rule 62-330.405, F.A.C., 3 pages
3. General Consent Conditions for Use of Sovereignty Submerged Lands, 2 pages
4. Special Conditions for Federal Authorization for SPGP V-R1, 6 pages
5. General Conditions for Federal Authorization for SPGP V-R1, 2 pages
6. Project Drawings, 5 pages


CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Garlick Environmental, dan@garlickenv.com; maryann@garlickenv.com
Tanya McHale, DEP, tanya.mchale@floridadep.gov
Diana Athnos, DEP, diana.athnos@floridadep.gov

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

January 16, 2019
Date

62-330.427 General Permit for Certain Piers and Associated Structures.

(1) A general permit is granted to any person to construct, extend, or remove piers and associated structures as described below:

(a) Single-family piers, along with boat lifts, boat houses, terminal platforms, and gazebos attached to the pier, where these structures:

1. Do not accommodate the mooring of more than two water craft;
2. Do not, together with existing structures, exceed a total area of 2,000 square feet; and
3. Have a minimum depth of two feet below the mean low water level for tidal waters and two feet below the mean annual low water level for non-tidal waters for all areas designed for boat mooring and navigational access; and

(b) Public fishing piers that do not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state "No Boat Mooring Allowed."

(2) This general permit shall be subject to the following specific conditions:

(a) Construction or extension of the boat house, boat shelter, boat lift, gazebo, boat mooring locations, or terminal platforms, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aquatic Preserves;

(b) There shall be no living quarters, or other structures enclosed by walls or doors on all sides;

(c) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit; and

(d) This general permit shall not authorize the construction of more than one pier per parcel of land or individual lot. For the purposes of this general permit, multi-family living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law

Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.426, 403.814(1) FS. History—New 10-

3-95, Formerly 62-341.427, Amended 10-1-13.

62-330.405 General Conditions for All General Permits.

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

- (1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
- (2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).
- (3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
- (4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
- (5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
- (6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.
- (7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
- (8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
- (9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.
- (10) A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

- (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
- (b) The maximum width of the construction access area shall be limited to 15 feet;
- (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
- (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in the general permit, activities must not:

- (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
- (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee

shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands:

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (i) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

- (a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
- (b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
- (c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S. or Chapter 18-14, F.A.C.
- (d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
- (e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
- (f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
- (g) Structures or activities shall not create a navigational hazard.
- (h) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
- (i) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

(8) Pursuant to Section 253.77(4), F.S., federal, state, or local agencies or political subdivisions, including ports and inland navigation districts, proposing to conduct an activity which qualifies for an exemption under Part IV of Chapter 373, F.S. or Section 403.813(1), F.S., shall be granted a letter of consent or public easement upon receipt of a request and a legal description of the affected land. However, such grant does not release the entity from compliance with other applicable provisions of Chapter 18-18, 18-20 or 18-21, F.A.C.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09.

Special Conditions for Federal Authorization for SPGP V-R1

Note: JAXBO (Jacksonville District's Programmatic Biological Opinion), referenced throughout, may be found online in the Jacksonville District Regulatory Division Sourcebook, or at <http://cdm16021.contentdm.oclc.org/utis/getfile/collection/p16021coll3/id/577>.

The SPGP V-R1 instrument and all attachments may be found online through the Sourcebook, or at <https://www.saj.usace.army.mil/SPGP/>

In addition to the conditions specified above, the following Special Conditions apply to all projects reviewed and/or authorized under the SPGP V-R1.

Special Conditions for All Projects

1. Authorization, design and construction must adhere to the terms of the SPGP V-R1 instrument including the Procedure and Work Authorized sections.
2. Design and construction must adhere to the PDCs for In-Water Activities ([Attachment 6](#), from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).
3. All activities performed during daylight hours (Reference: JAXBO PDC AP.6.).
4. For all projects involving the installation of piles or sheet piles, the maximum number of piles, sheet piles or concrete slab walls or boatlift I-beams installed by impact hammer per day is limited to no more than 5 per day. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO PDCs for In-Water Noise from Pile and Sheet Pile Installation, page 86.).
5. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
6. Notifications to the Corps. For all authorizations under this SPGP V-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:
 - a. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.
 - b. Corps Self-Certification Statement of Compliance form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form ([Attachment 32](#)) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
 - c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit

will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form ([Attachment 2](#)).

- d. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.

- (1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
- (2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ- 2015-02575 on all submittals.

7. The District Engineer reserves the right to require that any request for authorization under this SPGP V-R1 be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP V-R1 does not automatically guarantee Federal authorization.
8. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
9. Failure to comply with all conditions of the SPGP V-R1 constitutes a violation of the Federal authorization.
10. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.
 - a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Project Manager to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.

- b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Project Manager shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.
11. The Permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.
12. For Projects authorized under this SPGP V-R1 in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
13. The SPGP V-R1 will be valid through July 26, 2021 unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending July 26, 2021, is not contrary to the public interest. The SPGP V-R1 will not be extended beyond July 26, 2021, but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP V-R1 will be evaluated by the Corps.
14. If the SPGP V-R1 expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP V-R1 will remain in effect provided the activity is completed within 12 months of the date the SPGP V-R1 expired or was revoked.

Special Conditions for Docks, Piers, Associated Facilities, and other Minor Piling-Supported Structures

1. For temporary structures associated with marine events. Upon completion of the event, these structures must be removed and, to the maximum extent practical, the site must be restored to pre-construction elevations. Water depths in the area of marine events must be deep enough to support at least 5 ft of water depth under the keel of a vessel and between the keel of a vessel and Endangered Species Act listed coral colonies, if present, when transiting to the mooring areas (Reference: JAXBO PDC A2.1.4.).

2. Educational Signs. For commercial, multi-family, or public facilities, and marine events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):
 - a. (A2.2.) For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at: (http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html). The signs required to be posted by area are stated below:
 - (1) (A2.2.1.) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.
 - (2) (A2.2.2.) Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.
 - (3) (A2.2.3.) On the east coast of Florida, projects located within the St. Johns River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.
3. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):
 - a. (A2.3.) For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:
 - (1) (A2.3.1.) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.
 - (2) (A2.3.2.) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.
4. North Atlantic Right Whale. The attached North Atlantic Right Whale Information Form ([Attachment 27](#)) describes the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales. (The FDEP or Designee will attach this document to their authorizations for a dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of North Atlantic right whale critical habitat as measured in a radius from the center of the nearest inlet to open ocean described by [Attachment 29](#), the North Atlantic Right Whale Educational Sign Zones (from Section 2.1.1.4 of JAXBO, pages 31 and 32, inclusive) (Reference: JAXBO PDC A2.4.).

5. Aids to Navigation. Aids to navigation must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).
6. Lighting for docks installed within visible distance of ocean beaches. If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website: <http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/> (Reference: JAXBO PDC A2.8.).
7. Construction Location. Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited (Reference: JAXBO PDC A2.9.).
8. Regarding submerged and emergent aquatic vegetation, the design and construction of a Project must comply with the following:
 - a. A pile supported structure (i) that is located on a natural waterbody (i.e., outside an artificial waterway that was excavated for boating access and is bordered by residential properties) and (ii) that is within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia north of Ponce Inlet), will be constructed to the following standards:
 - (1) Must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" updated November 2017 ([Attachment 5](#)).
 - (2) In addition to (1), above, IF the project is within range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida), THEN the design and construction shall comply with, in some cases, the more restrictive requirements within paragraph 8.c., below (Reference: JAXBO PDC A2.17).
 - b. For all other Projects,
 - (1) Within the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida), the presence of submerged aquatic vegetation will be determined utilizing the "Submerged Aquatic Vegetation Survey Guidelines" ([Attachment 7](#)). If no survey performed, aquatic vegetation, including Johnson's seagrass, will be presumed to be present for purposes of this Special Condition.
 - (2) Outside the range of Johnson's seagrass but within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia County north of Ponce Inlet) and within tidal waters, the presence of seagrass and tidal freshwater submerged aquatic vegetation will be determined using the

- “Submerged Aquatic Vegetation Survey Guidelines” ([Attachment 7](#)) unless a site visit or aerial photography observes absence during the growing season (if water depth and clarity allows) or aquatic vegetation has not been found in the vicinity in the past.
- (3) Pile-supported structures, IF aquatic vegetation is present (including seagrass, tidal freshwater submerged aquatic vegetation and emergent vegetation), THEN must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers’/National Marine Fisheries Service’s “Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat” updated November 2017 ([Attachment 5](#)).
 - (4) In addition to (1) to (3) above, IF the proposed dock or proposed structure is within range of Johnson’s seagrass (the range of Johnson’s seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida), and IF the proposed dock or proposed structure falls within the following scenarios, THEN the design and construction shall comply with, in some cases, the more restrictive requirements within paragraph 8.c., below. (Reference: The following replicates “Scenario B” as defined within A2.17., PDCs for Docks or Other Minor Structures of JAXBO.):
 - (i) Dock replacement in the exact footprint (i.e., same location/configuration/size) as the previous dock and:
 - (a) within Johnson’s seagrass critical habitat with No current seagrass survey (completed no earlier than 1 year before submitting the application); or, Johnson’s seagrass under the dock; or, Native seagrass, other than Johnson’s seagrass, under the dock; or,
 - (b) within the Range of Johnson’s seagrass (outside of critical habitat) with No current seagrass survey or, Johnson’s seagrass under the dock,
 - (ii) New docks or dock expansions and:
 - (a) within Johnson’s seagrass critical habitat; or,
 - (b) within the Range of Johnson’s seagrass (outside of critical habitat) with: No current seagrass survey (completed no earlier than 1 year before submitting the application) or, Johnson’s seagrass within property limit.
 - c. The following additional restrictions apply when required by paragraphs 8.a.(2) or 8.b.(4), above (Reference: The following replicates the “Dock PDCs for Scenario B” within A2.17. PDCs for Docks or Other Minor Structures of JAXBO.):
 - (1) To avoid and minimize impacts to Johnson’s seagrass and native, non-listed seagrasses to the maximum extent practicable:
 - (i) The dock must be positioned to avoid and minimize effects to Johnson’s seagrass.
 - (ii) Over any area that contains Johnson’s seagrass or native, non- listed seagrasses, the dock shall be oriented in a north-south orientation to the maximum extent that is practicable to allow maximum sunlight under the structure.
 - (iii) If practicable, terminal platforms shall be placed in deep water, waterward of Johnson’s seagrass beds or native, non-listed seagrasses beds or in an area devoid of Johnson’s seagrass or native, non-listed seagrasses.

- (iv) Piles must be spaced a minimum of 10 ft apart in any area that contains Johnson's seagrass to minimize direct impacts.
- (v) Piles shall be installed in a manner that will not result in the formation of sedimentary deposits (e.g., donuts or halos) around the newly installed pilings.
- (vi) No covered boat lifts are allowed over any Johnson's seagrass.
- (2) Decking options: Deck surfaces (parallel with the water) that are located waterward of the MHWL must be constructed of grated materials or plank construction or a combination of the both methods (e.g. plank decking on the walkway and grated decking on the terminal platform). These decking options are described below:
 - (i) For grated decking:
 - (a) Height requirement: The surface of the structure, including the dock walkway (the over- water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 3 ft above MHW when constructed with grated decking.
 - (b) Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 160 ft². Marginal docks are limited to a width of 5 ft. The 5 ft width restriction is measured from wet side of the seawall. For example, if a seawall cap is 3 feet overwater then the dock would be limited to 2 feet.
 - (c) Material description: Decking materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. These materials must provide a minimum of 43% open space.
 - (ii) For plank decking:
 - (a) Height requirement: The surface of the structure, including the dock walkway (the over- water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 5 ft above MHW when constructed of plank decking.
 - (b) Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 120 ft². Marginal docks are limited to a width of 5 ft.
 - (c) Material description: Deck boards may be constructed of any material. Deck Boards must be installed to provide a minimum of a 0.5-in gap between individual deck boards.
- d. Aids to Navigation in Acropora critical habitat. The distance from Aids to Navigation (ATONs) to ESA-listed corals and Acropora critical habitat shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).

General Conditions for Federal Authorization for SPGP V-R1

1. The time limit for completing the work authorized ends on July 26, 2021.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or

structures caused by the activity authorized by this permit.

- d. Design or Construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.



- Legend
- ☐ Parcels
 - ☐ Roads
 - ☐ City Labels

Parcel ID	29-095-06W-7336-0000-0100	Alternate ID	06W09529733600000100	Owner Address	SEADER DONALD J & MELINDA J
Sec/Twp/Rng	29-9S-6W	Class	VACANT		1488 WEST EAGLEVIEW DRIVE
Property Address	1839 BAYVIEW DRIVE	Acreage	100		BLOOMINGTON, IN 47403
	ST GEORGE ISLAND				
District	1				
Brief Tax Description	LOT 10 BAYVIEW VILL				
	(Note: Not to be used on legal documents)				

Date created: 12/11/2018
Last Data Uploaded: 12/11/2018 6:57:09 AM

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GEOSPATIAL



PREPARED BY: GARLICK ENVIRONMENTAL ASSOCIATES, INC.

P. O. BOX 385, APALACHICOLA FLORIDA 32329-0385 (850) 653-8899 FAX (850) 653-9656 garlick@garlickenvy.com

LB No. 7415

APPLICANT/CLIENT: Melinda Seader

WATERBODY/CLASS: Apalachicola Bay / ClassII / OFW / A.P>

PURPOSE: Environmental Permitting

PROJECT LOCATION / USGS: SGI* - Franklin County

LATITUDE: 29° 37' 51.12"

LONGITUDE: 84° 56' 2.29"

SECTION: 29 TNSHP: 9 South

RNG: 6 West

JOB: 18-028

DEP:

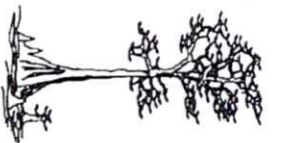
COE:

OTHER:

DATE: December 11, 2018

SHEET: 2/4

PROPOSED SITE PLAN: HOME 32' x 32'



SCALE 1" = 100'

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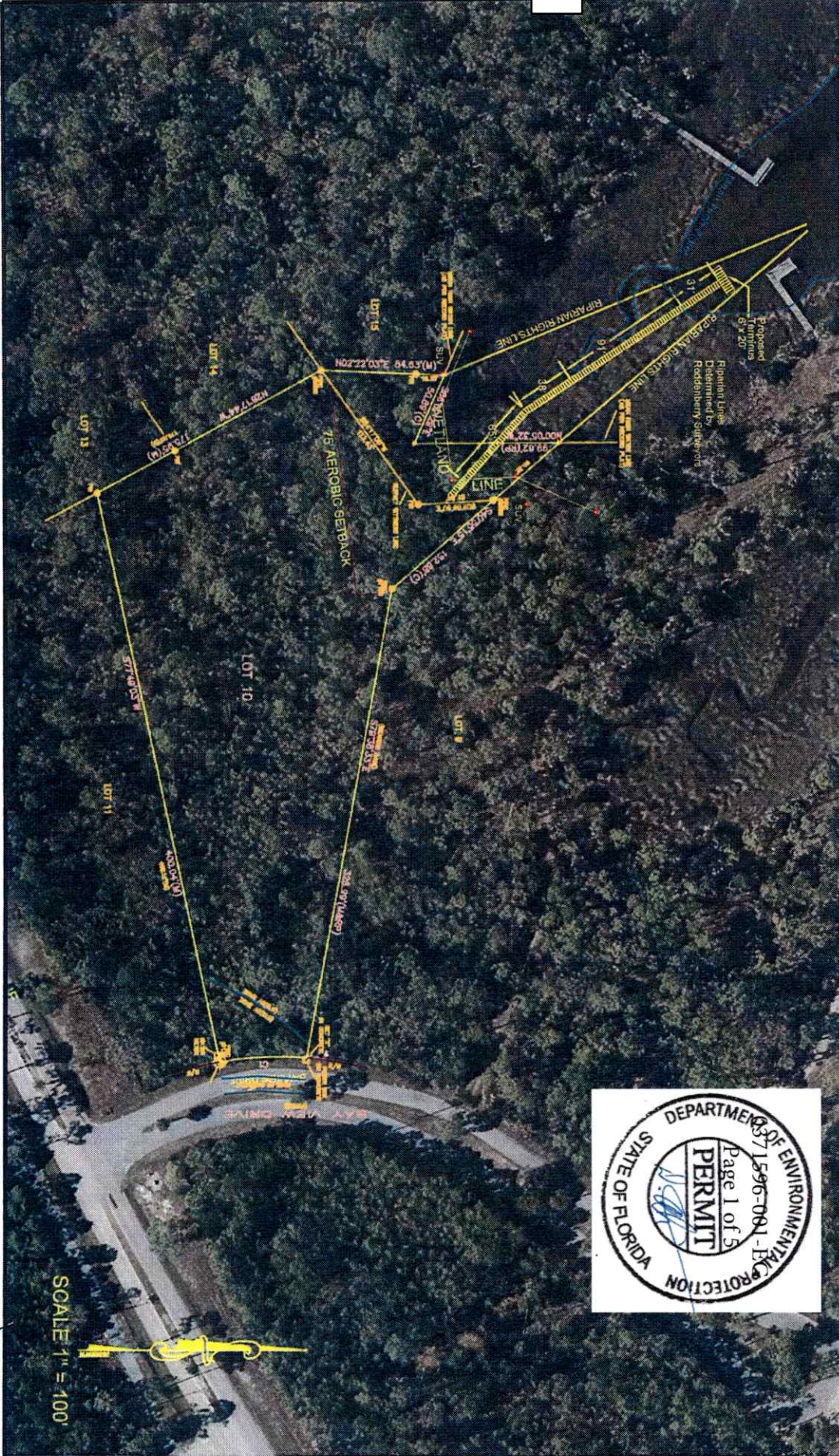
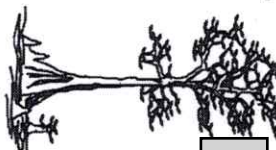
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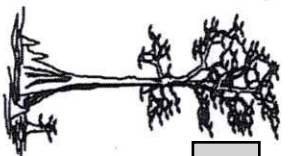
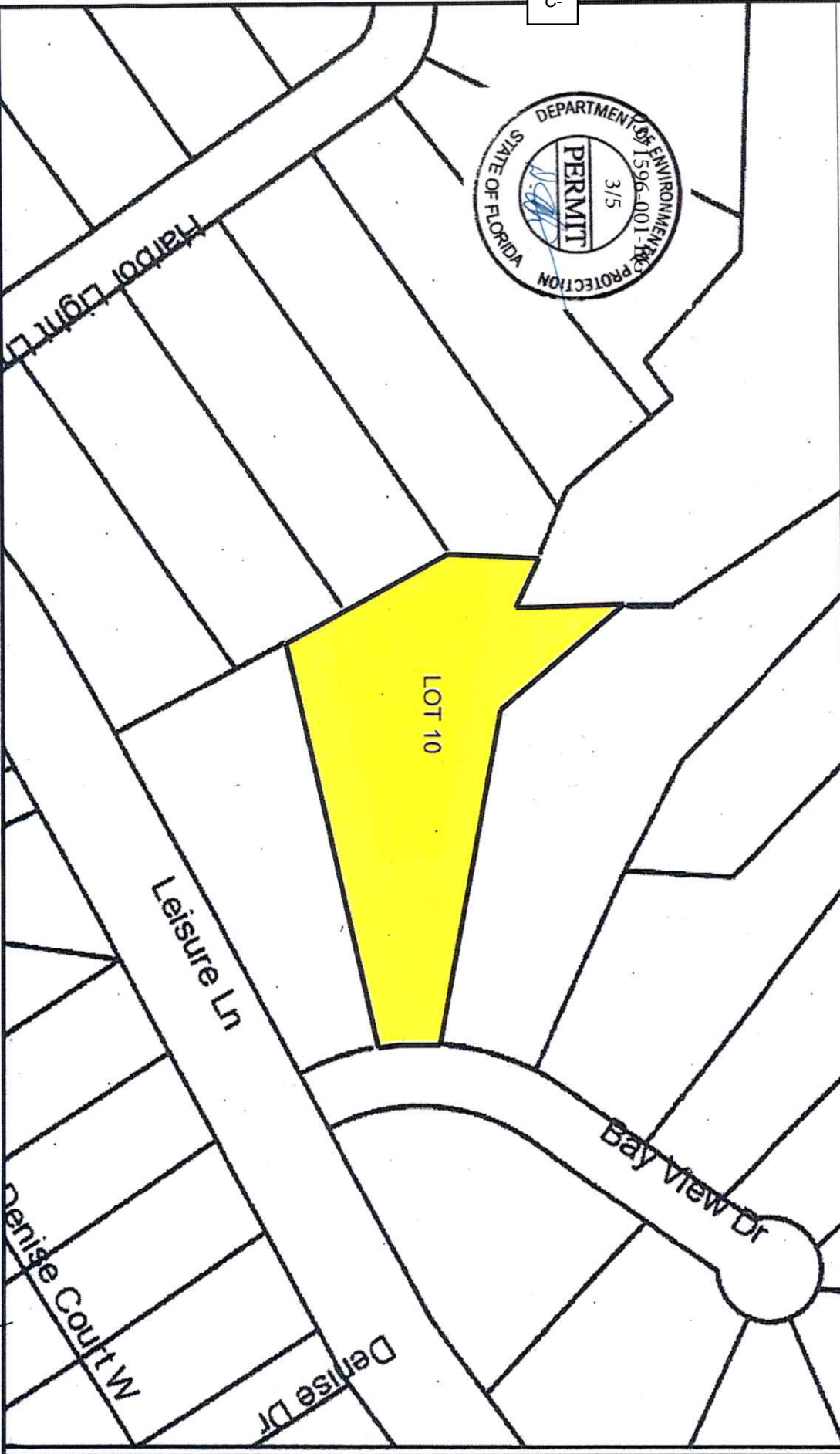
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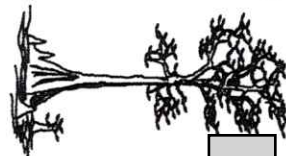
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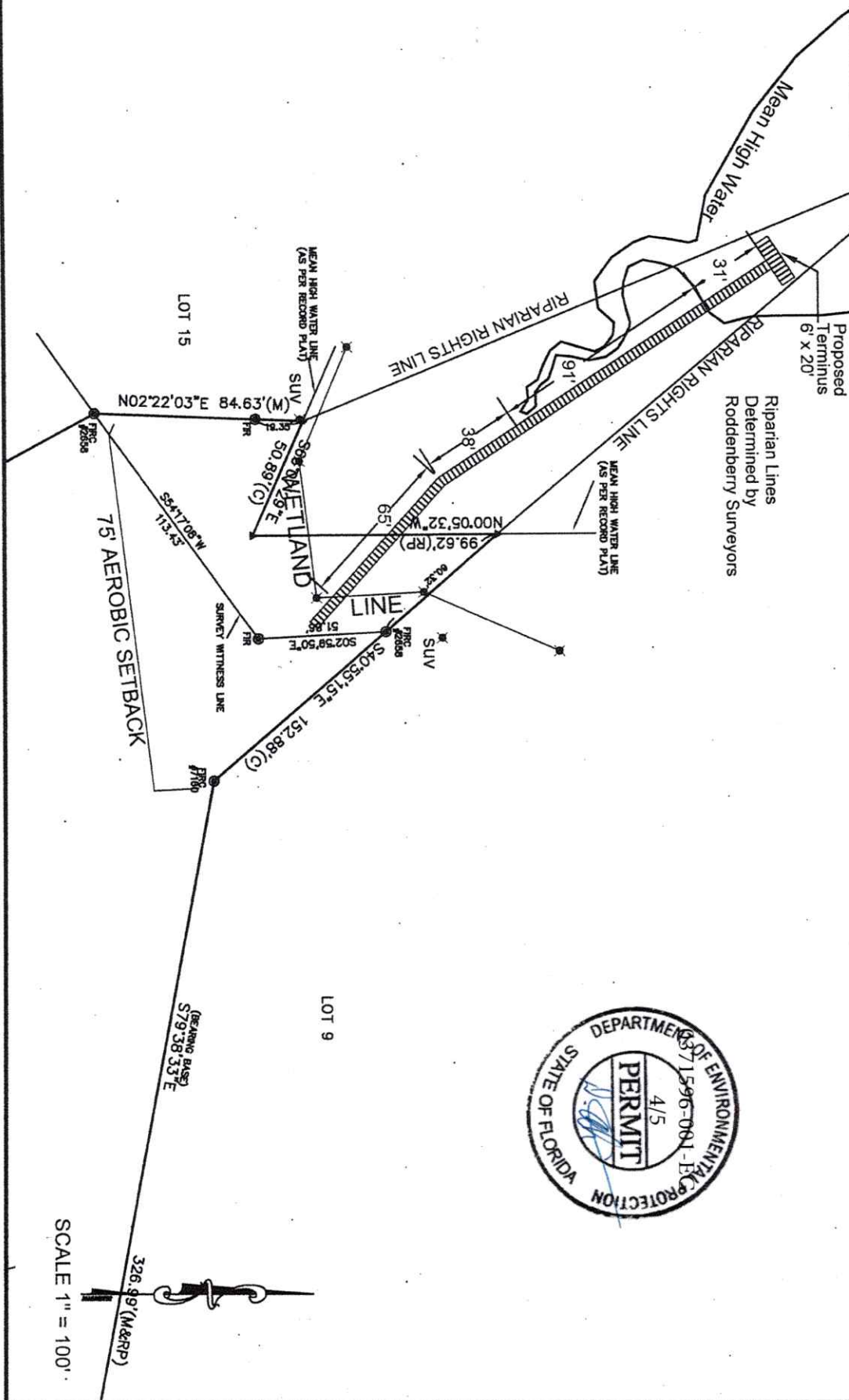
OTHER:

DATE: December 11, 2018

SHEET: 3/4



C



garlick@garlickenv.com

64



BUILDERS BY THE SEA, INC.

Gary D. Bartlett, License No.: RR0067644

Mailing: 700 W. Pine Ave.

St. George Island, FL 32328

Phone: (850) 927-3628

buildersbythesea@fairpoint.net

www.buildersbythesea.com

Inst: 202019003595 Date: 08/10/2020 Time: 3:50PM
Page 1 of 2 B: 1272 P: 597, Marcia Johnson,
Clerk of Court Franklin County. By: SM
Deputy Clerk

NOTICE OF COMMENCEMENT

STATE OF Florida
COUNTY OF Franklin

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of property: LOT 10, BAYVIEW VILLAGE
PARCEL ID: 29-09S-06W-7336-0000-0100
2. General description of improvement: DOCK INSTALLATION
3. Owner Information:
 - a. Name and Address:
Donald J & Melinda J Seader
1488 West Eagleview Drive
Bloomington, IN 47403
 - b. Interest in Property:
Fee Simple
 - c. Name and address of fee simple titleholder (if other than owner)
4. Contractor:
 - a. Name, Address and Phone number:
Builders by the Sea, Inc.
700 West Pine Avenue
St. George Island, FL 32328
(850) 927-3628

5. Surety
 - a. Name, Address and Phone number:
 - b. Amount of Bond:
6. Lender:
 - a. Name, Address and Phone number:
Not Applicable
7. Persons within the State of Florida designed by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes:
 - a. Name, Address and Phone number:
Not Applicable
8. In addition to himself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:
 - a. Name, Address and Phone number:
Not Applicable
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified.)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.



Ashley Bartlett, as agent for Owner

Date

The foregoing instrument was acknowledged before me on 8/10/20, by Ashley Bartlett, as agent for owner, who is personally known to me or who has provided a FLORIDA state driver's license as identification.

(SEAL)




Notary



APPLICATION FOR COMMERCIAL SITE PLAN REVIEW

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

Phone: 850-653-9783 Fax: 850-653-9799

http://www.franklincountyflorida.com/planning_building.aspx

APPLICATION MUST BE COMPLETE:

Property Owner/s: Christopher B Varnes
 Contact Information: Home #: 850-653-4355 Cell #: 850-653-6700
 Mailing Address: 12 Marks St City/State/Zip: Apalachicola, FL 32320
 EMAIL Address: CV Maintenance LLC @ Hotmail . Com
 Agent Name: _____ Business Name: Recreational Storage
 Contact Information: Office #: _____ Cell #: _____
 Mailing Address: _____ City/State/Zip: _____
 EMAIL Address: _____

PROPERTY DESCRIPTION: 911 Address: 142 Hwy 98
 Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____

Parcel Identification #: 36-08W-07W-0000-0220-0000

JURISDICTION: ☒ Franklin County

☐ Apalachicola ☒ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

Applicant Signature: Christopher B Varnes Date: June 22 2020
 Agent Signature: _____ Date: _____

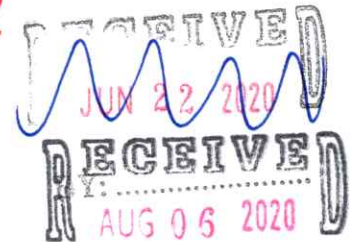
TYPE OF ESTABLISHMENT: Recreational Storage

ITEMS REQUIRED:

- ☒ Signed Application
- ☒ Site Plan
- ☒ Parking Plan
- ☐ Elevations of Building
- ☒ Water & Sewer Letter
- ☐ Stormwater

~~Flood Zone = AE Elev. 13'~~

X (532F)
Flood Zone



BY:

RECOMMENDATION FROM COUNTY PLANNER: _____

PLANNER SIGNATURE: _____ DATE: _____

BOARD APPROVAL DATE: _____



qPublic.net™

Franklin County, FL

D-



Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	36-08S-07W-0000-0220-0000	Alternate ID	07W08S36000002200000	Owner Address	SEA-CURED STORAGE LLC
Sec/Twp/Rng	36-8S-7W	Class	VACANT		736 DRIFTWOOD DR
Property Address		Acreage	n/a		LYNN HAVEN, FL 32444
District	5				
Brief Tax Description	9.47 AC M/L IN SEC 36-08S-07W (Note: Not to be used on legal documents)				

Date created: 8/25/2020

Last Data Uploaded: 8/25/2020 7:51:04 AM

Developed by 

**Edwin G. Brown
& Associates, Inc.**
SURVEYORS * MAPPERS

August 7, 2020
(REVISED: August 7, 2020)

CHRISTOPHER VARNES

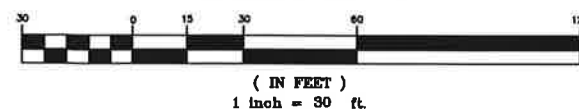
1.00 ACRES

Commence at a found 4x4 concrete monument marking the Northeast corner of the Southwest quarter of Section 36, Township 8 South, Range 7 West, Franklin County, Florida; thence run South 89 degrees 50 minutes 58 seconds East 88.25 feet to a re-bar, said point being the POINT OF BEGINNING; thence leaving said POINT OF BEGINNING run along the Easterly boundary line of Parcel 1, as described in Official Records Book 1203, Page 399, in the public records of Franklin County, Florida., North 00 degrees 04 minutes 03 seconds East 169.02 feet to a concrete monument point marking the intersection of said Easterly boundary line with the Southerly right of way line of a 100.00 foot wide right of way known as U.S Highway #98(State Road #30); thence leaving said Easterly boundary line run along said Southerly right of way line North 87 degrees 02 minutes 40 seconds East 208.72 feet to a re-bar; thence leaving said Southerly right of way line run South 00 degrees 03 minutes 15 seconds West 208.72 feet to a re-bar; thence South 87 degrees 02 minutes 43 seconds West 208.72 feet to a re-bar lying on the Easterly boundary line of Parcel 2 as described in Official Records Book 1203, Page 399 in the Public Records of Franklin County, Florida; thence run North 00 degrees 00 minutes 10 seconds West along said Easterly boundary line for 39.70 feet to the POINT OF BEGINNING. Containing 1.00acre more or less

NOTES:

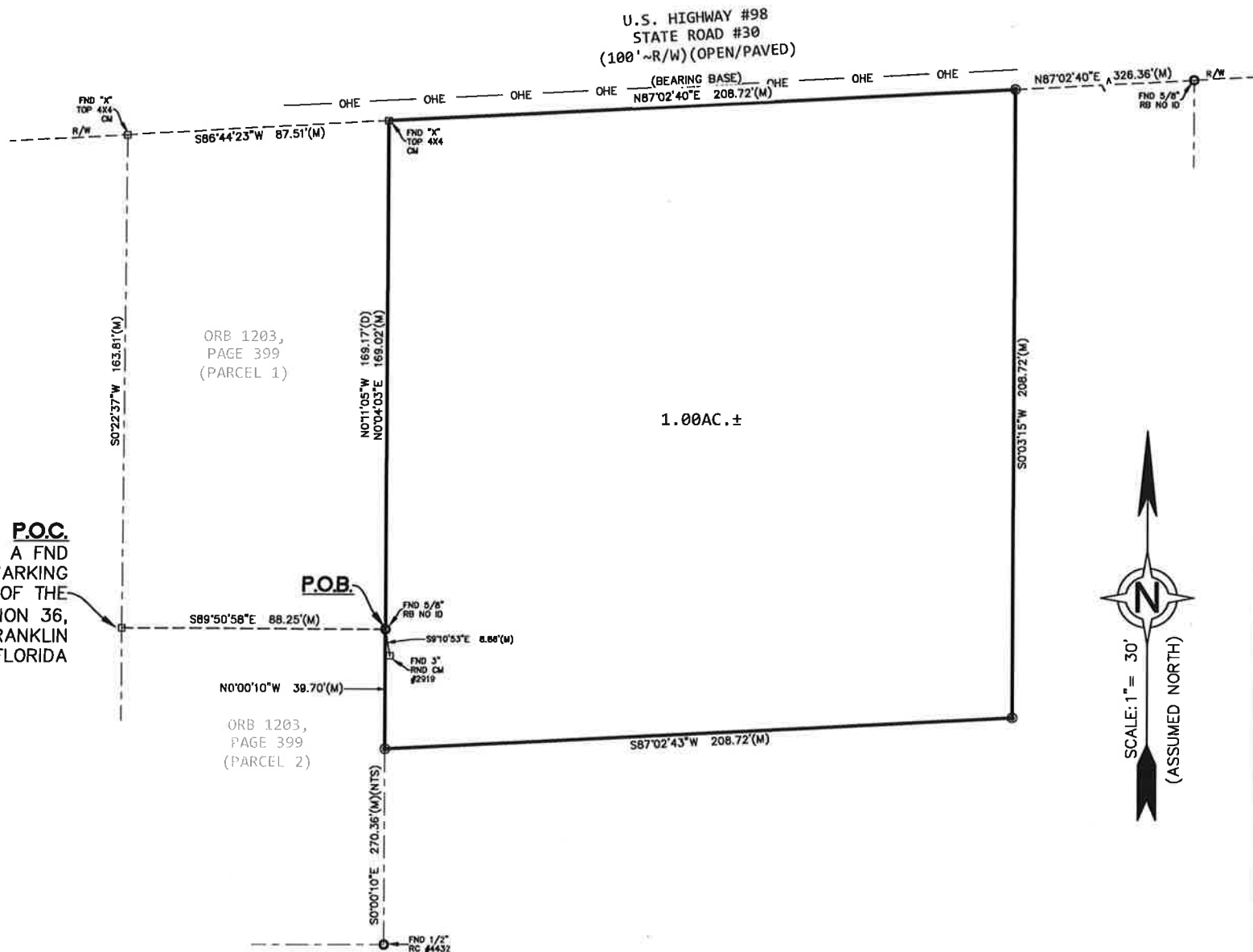
1. No improvements were located in this survey other than those shown hereon.
2. No underground encroachments, utilities or foundations were located in this survey.
3. All measurements shown hereon are Standard U.S. Survey Feet, and decimals thereof.
4. As scaled from Flood Insurance Rate Map for Franklin County, Florida, Community-Panel Number 12037C 0532 F; Date of Firm Index: February 5, 2014. This Property is located in Zone "X".
5. The use of this survey is limited to the specific transaction shown hereon.
6. Subject to zoning setbacks, easements and restrictions of record.
7. Adjoining deeds of record were not provided to this firm.
8. No wetland were located on this survey.
9. Bearings shown hereon are based on the center line bearing of State Road #30 as shown on the Florida Department of Transportation Maintenance Map, Section 49D10, dated March 15, 2001.
10. The parcel shown hereon is a division from a larger parent parcel created under the direction of the client. It is possible that there are local zoning and or subdivision requirements that could pertain to said division.

GRAPHIC SCALE



Commence at a found 4x4 concrete monument marking the Northeast corner of the Southwest quarter of Section 36, Township 8 South, Range 7 West, Franklin County, Florida; thence run South 89 degrees 50 minutes 58 seconds East 88.25 feet to a re-bar, said point being the POINT OF BEGINNING; thence leaving said POINT OF BEGINNING run along the Easterly boundary line of Parcel 1, as described in Official Records Book 1203, Page 399, in the public records of Franklin County, Florida., North 00 degrees 04 minutes 03 seconds East 169.02 feet to a concrete monument point marking the intersection of said Easterly boundary line with the Southerly right of way line of a 100.00 foot wide right of way known as U.S. Highway #98(State Road #30); thence leaving said Easterly boundary line run along said Southerly right of way line North 87 degrees 02 minutes 40 seconds East 208.72 feet to a re-bar; thence leaving said Southerly right of way line run South 00 degrees 03 minutes 15 seconds West 208.72 feet to a re-bar; thence South 87 degrees 02 minutes 43 seconds West 208.72 feet to a re-bar lying on the Easterly boundary line of Parcel 2 as described in Official Records Book 1203, Page 399 in the Public Records of Franklin County, Florida; thence run North 00 degrees 00 minutes 10 seconds West along said Easterly boundary line for 39.70 feet to the POINT OF BEGINNING. Containing 1.00acre more or less

P.O.C.
COMMENCE AT A FND
4X4 CM NO ID MARKING
THE NE CORNER OF THE
SW 1/4 OF SECTION 36,
T-8-S, R-7-W, FRANKLIN
COUNTY, FLORIDA



EDWIN BROWN & ASSOCIATES

SURVEYORS * MAPPERS

(850) 928-3018 888-433-4436 FAX (850) 928-8180
P.O. Box 625 2813 Crawfordville Hwy. Crawfordville, FL 32326

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of records, unrecorded deeds, easements or other instruments which could affect the boundaries.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

WADE G. BROWN
Surveyor & Mapper
Florida Certificate No. 5959
(LB# 6475)

LEGEND

PFZ - PRELIMINARY FLOOD ZONE
ORB - OFFICIAL RECORDS BOOK
CM - CONCRETE MONUMENT
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
SRB - SET 5/8" RE-BAR #6475
SNC - SET NAIL & CAP #6475
FFE - FINISHED FLOOR ELEVATION
EL - ELEVATION
TBM - TEMPORARY BENCHMARK
D - DEED
M - MEASURED
P - RECORDED PLAT
R/W - RIGHT OF WAY
RAD - RADIUS
DEL - DELTA OR INCLUDED ANGLE
CH - CHORD LENGTH
CB - CHORD BEARING
L - ARC LENGTH
RC - ROD AND CAP
IP - IRON PIPE
POT - POINT OF TANGENT
PC - POINT OF CURVE
CL - CENTER LINE
C - CALCULATED
(TYP) - TYPICAL

PP - POWER POLE
N/C - NAIL AND CAP
RB - RE-BAR
BND - BOUNDARY
FND - FOUND
INV - INVERT ELEVATION
TV - CABLE TELEVISION BOX
S.J.P.C. - ST. JOE PAPER COMPANY
OHE - OVERHEAD ELECTRIC LINE
SCM - SET 4X4 CONCRETE MONUMENT (#6475)
T - TOWNSHIP
R - RANGE
N - NORTH
S - SOUTH
E - EAST
W - WEST
● - CALCULATED POINT
ER - EDGE OF ROAD
RND - ROUND
PT - POINT OF TANGENT
POT - POINT OF TERMINUS
POLE - POWER POLE
● - SRB 5/8" #6475
CSL - 1975 COASTAL SETBACK LINE

SO - STUB OUT
ELB - ELECTRIC BOX
FND - FND CONCRETE MONUMENT
SERVICE POLE
FND - FND MONUMENTATION
EP - EDGE OF PAVEMENT
L - LIGHT POLE
CT - CURVE TAG (SEE CURVE TABLE)
L1 - LINE TAG (SEE LINE TABLE)
ID - IDENTIFICATION
FH - FIRE HYDRANT
WV - WATER VALVE
PB - PHONE BOX
WM - WATER METER
SHWL - SEASONAL HIGH WATER LINE
GPL - GENERAL PERMIT LINE
NTS - NOT TO SCALE
MHWL - MEAN HIGH WATER LINE
FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION
FDEP - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

CERTIFIED TO:
CHRISTOPHER B. VARNES;
SANDERS & DUNCAN, P.A.;
CHICAGO TITLE INSURANCE COMPANY

REVISION	BY	DATE
REVISED BOUNDARY & LEGAL	AA	8/7/2020

PLAT OF BOUNDARY SURVEY PREPARED FOR
CHRISTOPHER VARNES

PREPARED BY:
EDWIN G. BROWN AND ASSOCIATES, INC.

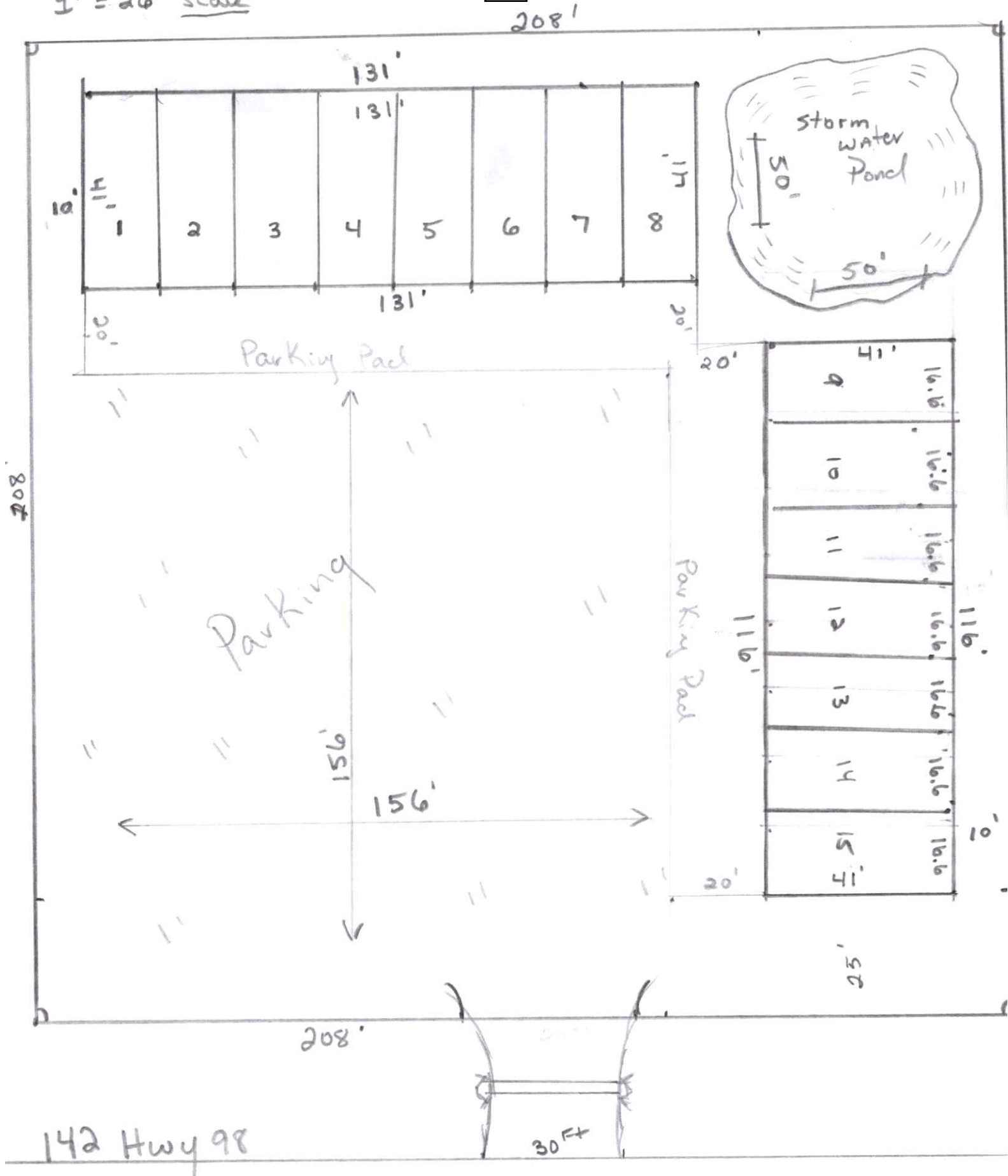
2813 CRAWFORDVILLE HWY. P.O. BOX 625 CRAWFORDVILLE, FL. 32326 (850)928-3016

NOTEBOOK/PAGE	COUNTY: FRANKLIN	DRAWN BY: AA	REVIEWED BY: WGB
NOTEBOOK/PAGE	SECTION: 36	SCALE: 1" = 30'	CHECKED BY: WGB
NOTEBOOK/PAGE	TOWNSHIP: 8-SOUTH	SURVEY DATE: AUGUST 7, 2020	
SHEET: 1 OF 1	RANGE: 7-WEST	JOB NUMBER	PSC#
		19-277	42049

Recreational Storage
1" = 26' scale

24,336 sq ft Parking gravel
2500' D- tenion Pond

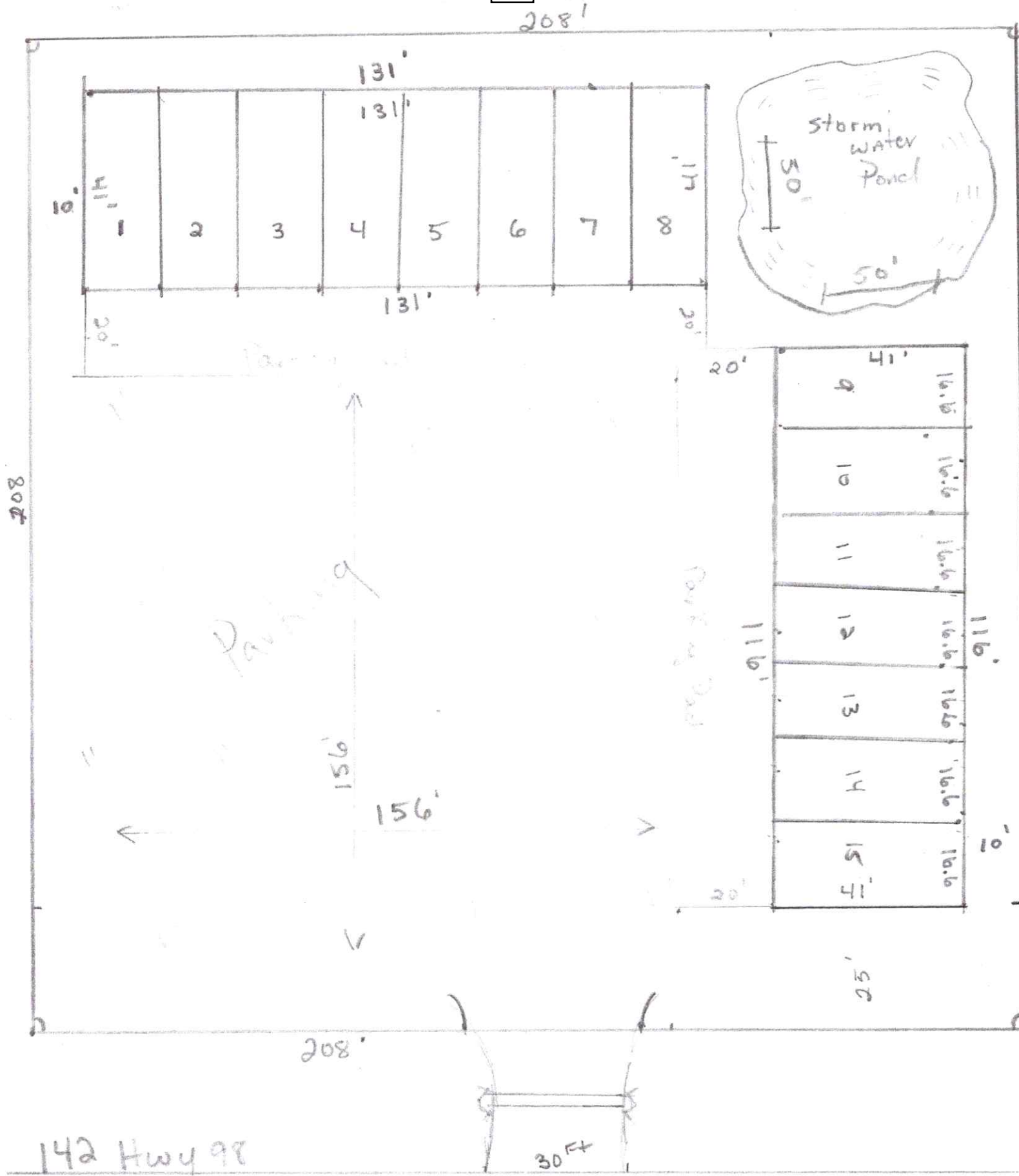
Chris Varnes
850-653-6700



Recreational Storage

24,550 sq ft parking gravel
250' D- tension Pond

Chris Varnes
850-653-6700



Vacant Land Contract

1 * 1. **Sale and Purchase: Sea-Cured Storage LLC** ("Seller")
 2 * and **Christopher B Varnes** ("Buyer")
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:

5 * Address: **142 Hwy 98, Eastpoint, FL 32328**
 6 * Legal Description: **9.47 AC M/L IN SEC 36-08S-07W**

11 * SEC ____ /TWP ____ /RNG ____ of **Franklin** County, Florida. Real Property ID No.: **36-08S-07W-0000-0220-0**
 12 * including all improvements existing on the Property and the following additional property:

14 * 2. **Purchase Price:** (U.S. currency) \$ **135,000.00**

15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

16 * Escrow Agent's Name: **Sanders & Duncan P.A.**

17 * Escrow Agent's Contact Person: **Ronnie Wallace**

18 * Escrow Agent's Address: **80 Market St., Apalachicola, FL 32320**

19 * Escrow Agent's Phone: **(850)653-8976**

20 * Escrow Agent's Email: **rwallace@fairpoint.net**

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)

22 * ☐ accompanies offer

23 * ☐ will be delivered to Escrow Agent within **3** days (3 days if left blank)

24 * after Effective Date \$ **1,000.00**

25 (b) Additional deposit to be delivered to Escrow Agent (Check if applicable)

26 * ☐ within ____ days (10 days if left blank) after Effective Date

27 * ☐ within ____ days (3 days if left blank) after expiration of Feasibility Study Period \$ ____

28 * (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage)..... \$ ____

29 * (d) Other: \$ ____

30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31 * to be paid at closing by wire transfer or other Collected funds \$ **134,000.00**

32 * (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33 * unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): ____
 34 * prorating areas of less than a full unit. The purchase price will be \$ ____ per unit based on a
 35 * calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36 * accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 37 * calculation: ____

38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39 * delivered to all parties on or before **August 3, 2020**, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 41 delivered. **The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has**
 42 **signed or initialed and delivered this offer or the final counter offer.**

43 * 4. **Closing Date:** This transaction will close on **August 21, 2020** ("Closing Date"), unless specifically
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but
 45 not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.

51 5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (CV) () and Seller (CV) () acknowledge receipt of a copy of this page, which is 1 of 3 pages.

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Seymour Realty of St. George, 35 Island Dr. #3 Eastpoint FL 32328
 Mary Seymour

Phone: (850)728-8578 Fax
 Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Varnes 142 Hwy 98

("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this contract, ☒ may assign but not be released from liability under this contract, or ☐ may not assign this contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☒ at least 5 days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (*EB*) and Seller (*JZF*) acknowledge receipt of a copy of this page, which is 2 of 8 pages.
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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 5 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 15 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer (CU) () and Seller () () acknowledge receipt of a copy of this page, which is 3 of 8 pages.
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(2) ☐ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on the deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in paid in installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This contract is the entire agreement between **Seller** and **Buyer**. Except for brokerage agreements, no prior or present agreements will bind **Seller**, **Buyer**, or **Broker** unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

16. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this contract.

- 17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

- 18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

- 19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer** agrees to rely solely on **Seller**, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

- 20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

- 21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Zach Ferrell
Seller's Sales Associate/License No.

Mary Seymour/ BK 3038733
Buyer's Sales Associate/License No.

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zachferrell98@gmail.com
Seller's Sales Associate Email Address

(850)527-2330
Seller's Sales Associate Phone Number

NAI Talcor - WindMark
Listing Brokerage
101 Good Morning St
Port Saint Joe, FL 32456-4765
Listing Brokerage Address

mary@seymourrealtysgi.com
Buyer's Sales Associate Email Address

(850)728-8578
Buyer's Sales Associate Phone Number

Seymour Realty of St. George Island
Buyer's Brokerage
35 Island Dr. # 9
Eastpoint, FL 32328
Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (Check if applicable):

- ☐ A. Back-up Contract
☐ B. Other

* 23. Additional Terms:

Buyer is paying all closing costs including a 2% commission to seller broker only.
Developer is required to subdivide parcel and provide survey which will reflect dimensions of 208.5 x 208.5 with 208.5 frontage on the west corner of Hwy 98

COUNTER-OFFER/REJECTION

- * ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
* ☐ Seller rejects Buyer's offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

* Buyer: Christopher B Varnes Date: Aug 3 2020

* Print name: Christopher B Varnes

* Buyer: _____ Date: _____

* Print name: _____

Buyer's address for purpose of notice:

* Address: 12 Mark St. Apalachicola, FL 32328

* Phone: (850)653-6700 Fax: _____ Email: cvmaintenancelc@hotmail.com

* Seller: John Zachery Ferrell Date: 8/3/2020

* Print name: Sea-Cured Storage LLC

* Seller: _____ Date: _____

* Print name: _____

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383 **Seller's** address for purpose of notice:

384 * Address: _____

385 * Phone: _____ Fax: _____ Email: _____

386 * **Effective Date:** _____ (The date on which the last party signed or initialed and delivered the
387 **final offer or counter offer.**)

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Varnes 142 Hwy



RHINO STEEL BUILDING SYSTEMS

4305 I-35 North - Denton, TX 76207 www.rhinobldg.com

Phone: 940.220.5196 Fax: 888.687.3602 Toll Free: 888.320.7466

Quoted by:	Zach Freis
Quote:	080420-02

CUSTOMER INFORMATION

Name:	Chris Varnes B1	County:	Franklin	Date:	8/4/2020
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BUILDING SPECIFICATIONS

Width:	41	Bldg Code:	FBC-2017	Live Load:	20	Wall Color:	Choice of Colors
Length:	var	Collateral Load:	1	Bay Spacing:	16.33	Roof Color:	Galvalume
Eave Ht:	15	Wind Load:	128/EXP C	# Bays:	9	Trim Color:	Choice of Colors
Roof Pitch */12:	0.5	Ground Snow:	0	Girt Condition:	Bypass	Column:	Tapered

ACCESSORIES

Walk Doors:	by others	
Framed Openings:	17 - 12x14 with Full Cover Trim	Included
Windows:	By others	
Gutters & Downs:	Gutters and Downspouts on Back Sidewalls	Included
Insulation:	All Bldg - 4" R-13, WMP-50 Backing(Polypropylene Facing/Metallized Polyester Backing)	Option
Overhead Doors:	15-12x14 (3100 Series Wind Rated Roll Up Doors)	Included
Notes:	Clear Span, Base Angle and Trim	Included
	Building 2 -41x132 SS	Included

RHINO STEEL BUILDINGS - STANDARD FEATURES and BENEFITS

25 years on all silicon polyester roof and wall panels from

chalking or fading. **40 years** on all Kynar roof and wall panels from chalking or fading.

26 Gauge PBR Panels – Rhino Standard PBR for roof and wall panels feature extra overlap for increased strength and water resistance.

Base Trim – A colored steel edge that the wall panel rests on resulting in two major benefits: eliminates the need for concrete sheet notch and prevents panels from resting on concrete which may later cause rusting.

Full Cover Trim – added to all framed openings to enhance looks and resulting in more finished look.

Weather Proofing – At base, eave and rake. Another standard feature that includes closures strips, mastic, and flashing to ensure a weather tight building.

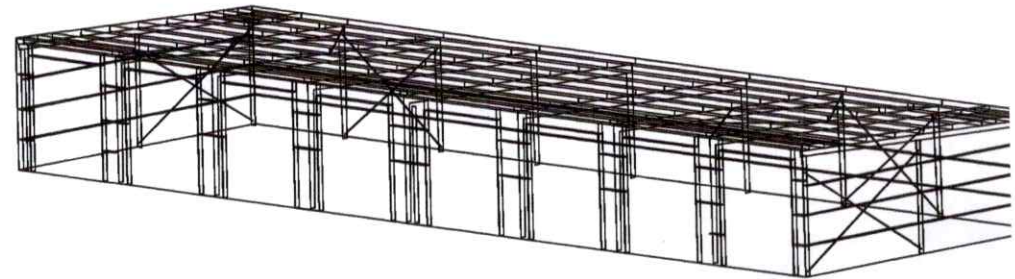
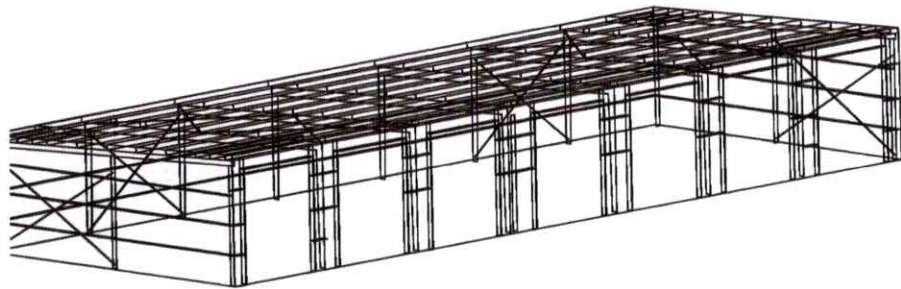
Price includes - 3 sets of engineer stamped drawings and anchor bolt plans.

Freight	Included
Sales Tax (If Applicable):	Not Included
Total Building Price	\$ 98,725.33

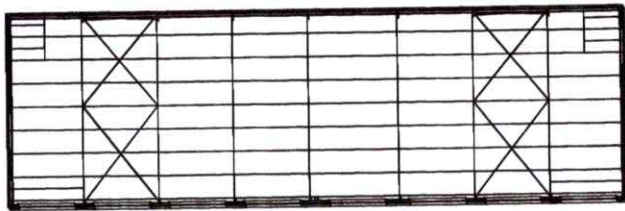
* 25% Deposit Required w/ Order
 * Remaining Balance Due C.O.D.
 * Anchor bolts are not included.
 * Price is Valid for 15 days

Customer is responsible for confirming loads with local authority.

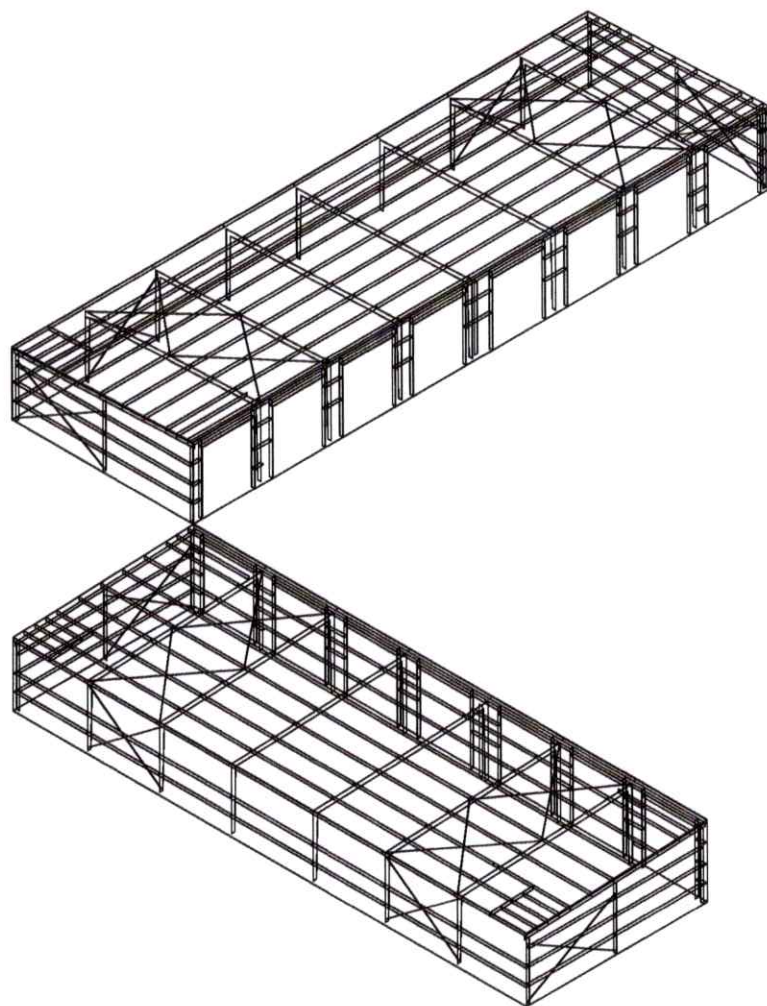
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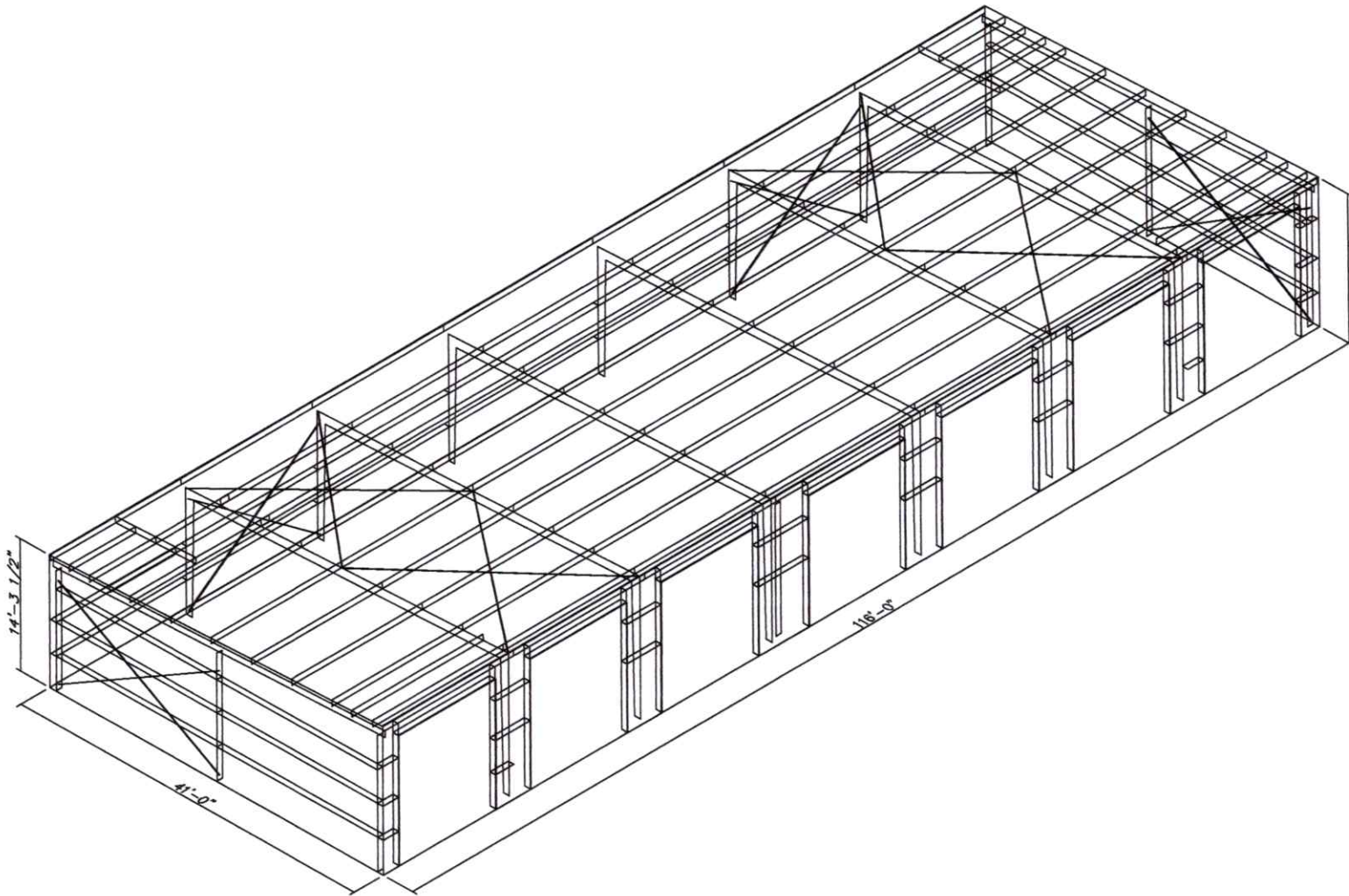
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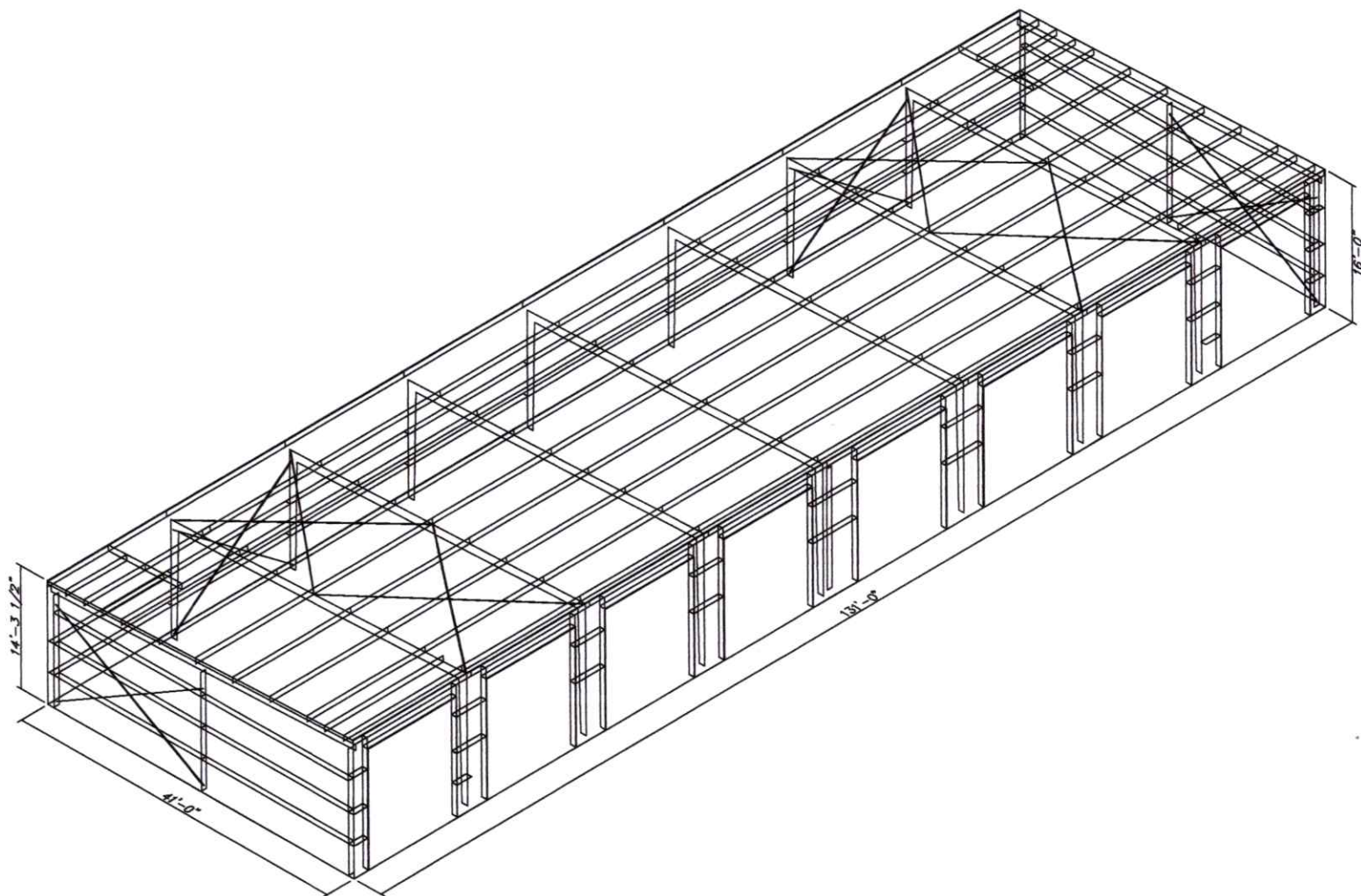
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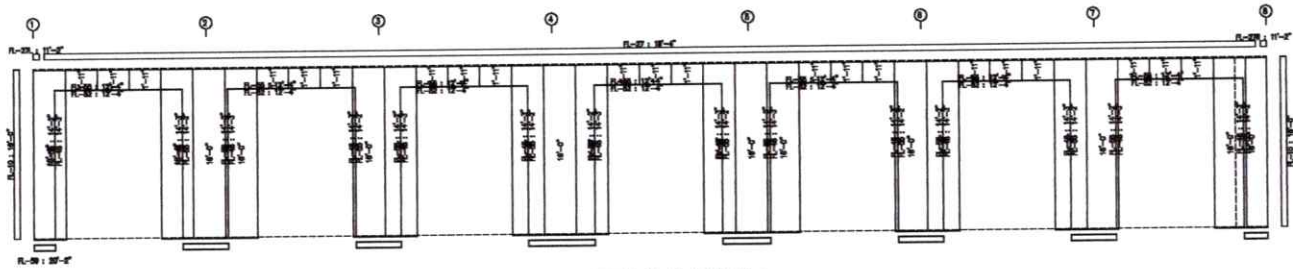
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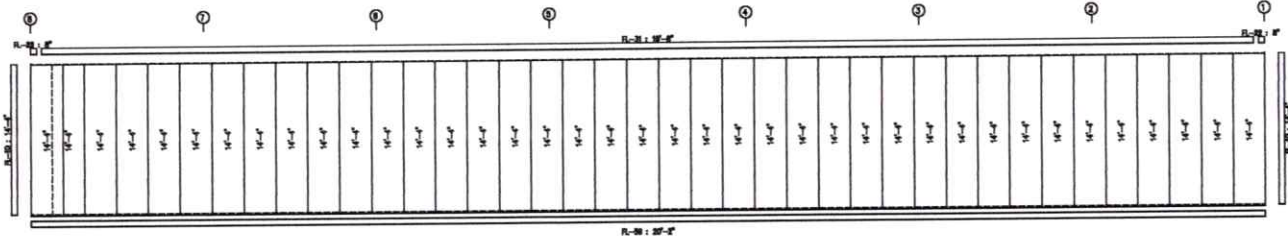
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SIDEWALL SHEETING & TRIM: FRAME LINE A
PANEL: 20 No. PWS - Steel Stud Color



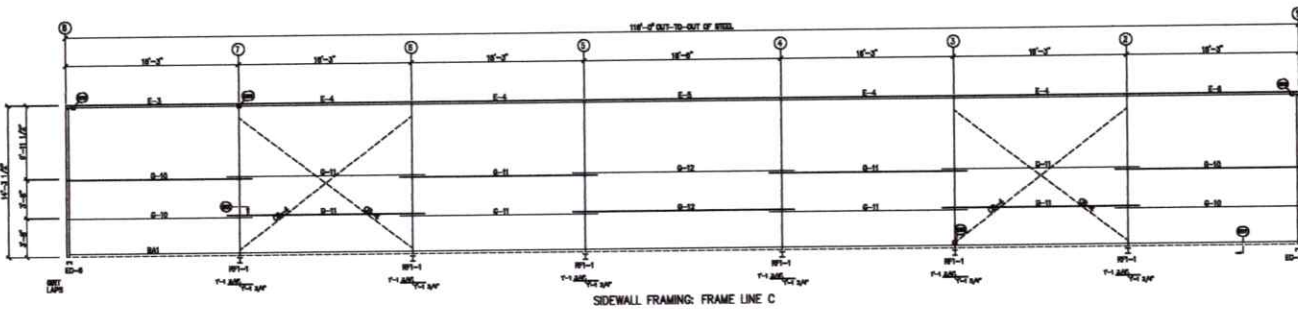
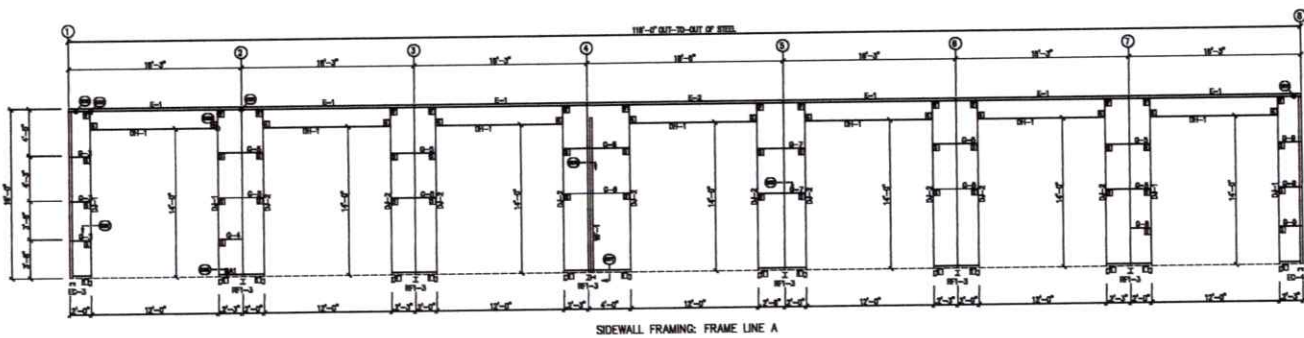
SIDEWALL SHEETING & TRIM: FRAME LINE C
PANEL: 20 No. PWS - Steel Stud Color

GENERAL NOTES:
1. THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. ALL MATERIALS ARE TO BE OF THE BEST QUALITY AVAILABLE.
4. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

DRAWING STATUS				REVISIONS				PROJECT INFORMATION			
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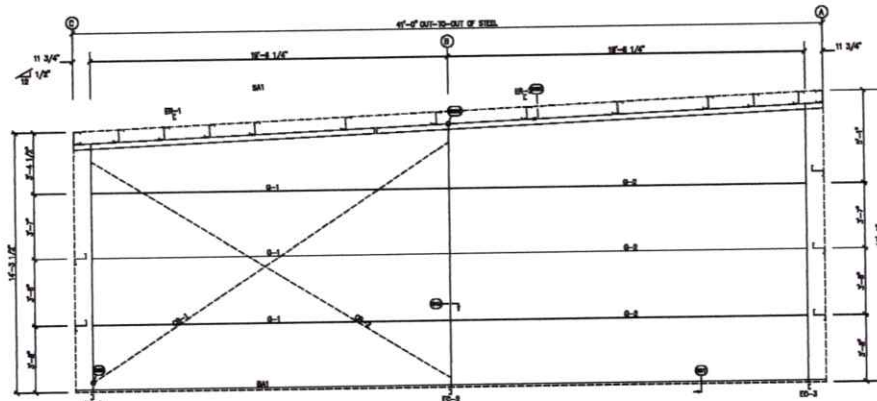
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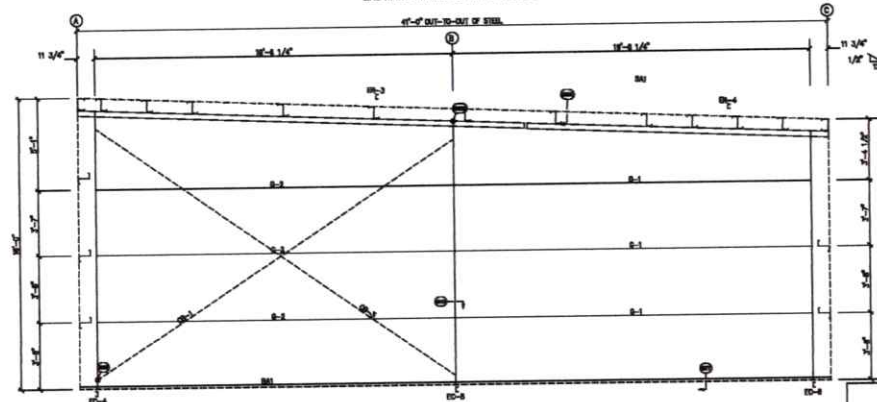


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ENDWALL FRAMING: FRAME LINE 1



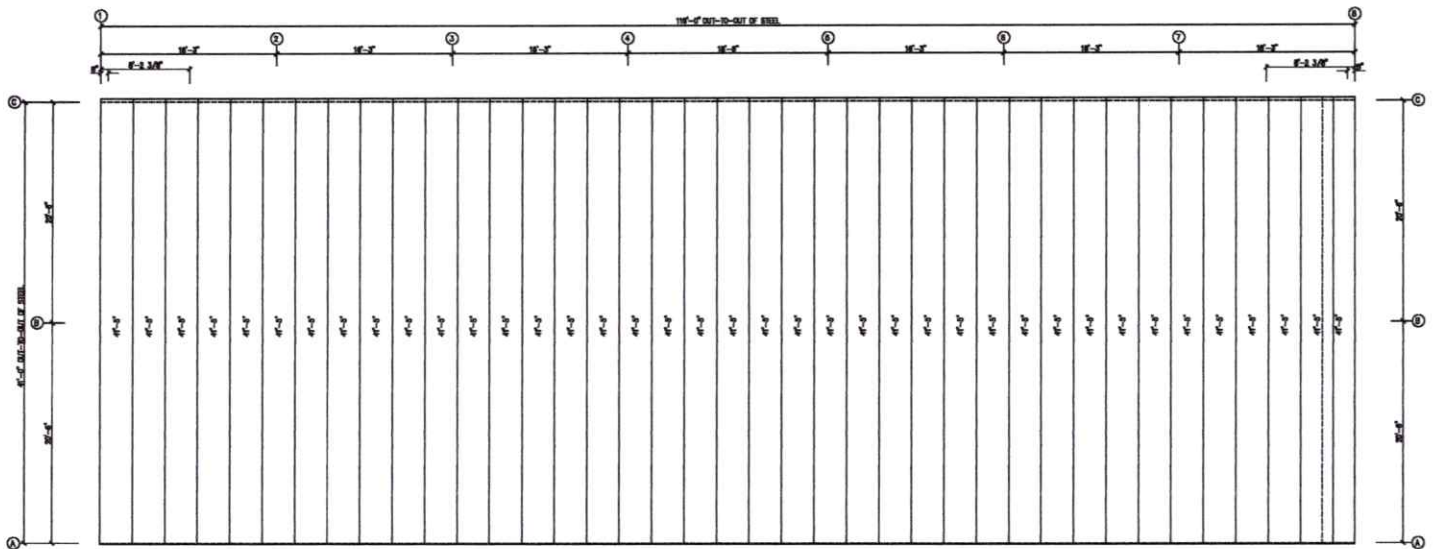
ENDWALL FRAMING: FRAME LINE 8

DRAWING STATUS		REVISIONS		PROJECT INFORMATION	
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1	8/ 4/20	PRELIMINARY			

<input type="checkbox"/> FOR APPROVAL: OWNER AND ARCHITECT, AND BY INSPECTOR FOR FINAL REVIEW AND SIGNATURE. THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS TO BE USED ONLY FOR THE PROJECT AND NOT FOR ANY OTHER PURPOSE.		<input type="checkbox"/> FOR APPROVAL: OWNER AND ARCHITECT, AND BY INSPECTOR FOR FINAL REVIEW AND SIGNATURE. THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS TO BE USED ONLY FOR THE PROJECT AND NOT FOR ANY OTHER PURPOSE.	
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PROJECT INFORMATION		PROJECT INFORMATION	
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PROJECT NAME	8/ 4/20 (N.T.)	PROJECT NAME	8/ 4/20 (N.T.)
PROJECT LOCATION	080420-01	PROJECT LOCATION	080420-01
PROJECT DESCRIPTION		PROJECT DESCRIPTION	

PRELIMINARY DRAWING USE ONLY FOR REFERENCE.



ROOF SHEETING PLAN
PANELS: 26 Ga. PBR - Galvalume Steel

DRAWING STATUS		REVISIONS		PROJECT INFORMATION	
NO.	DATE	DESCRIPTION	BY	DATE	PROJECT
1	8/1/20	PRELIMINARY			
<input type="checkbox"/> THIS DRAWING IS A PRELIMINARY DRAWING AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE USER TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.					
<input type="checkbox"/> THIS DRAWING IS A PRELIMINARY DRAWING AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE USER TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.					
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<input type="checkbox"/> THIS DRAWING IS A PRELIMINARY DRAWING AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE USER TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.					



RHINO
ROOFING & SHEETING
INC.

1000 S. 10th St.
Tulsa, OK 74106
918.438.1234

www.rhino-roofing.com



qPublic.net™ Franklin County, FL



Overview



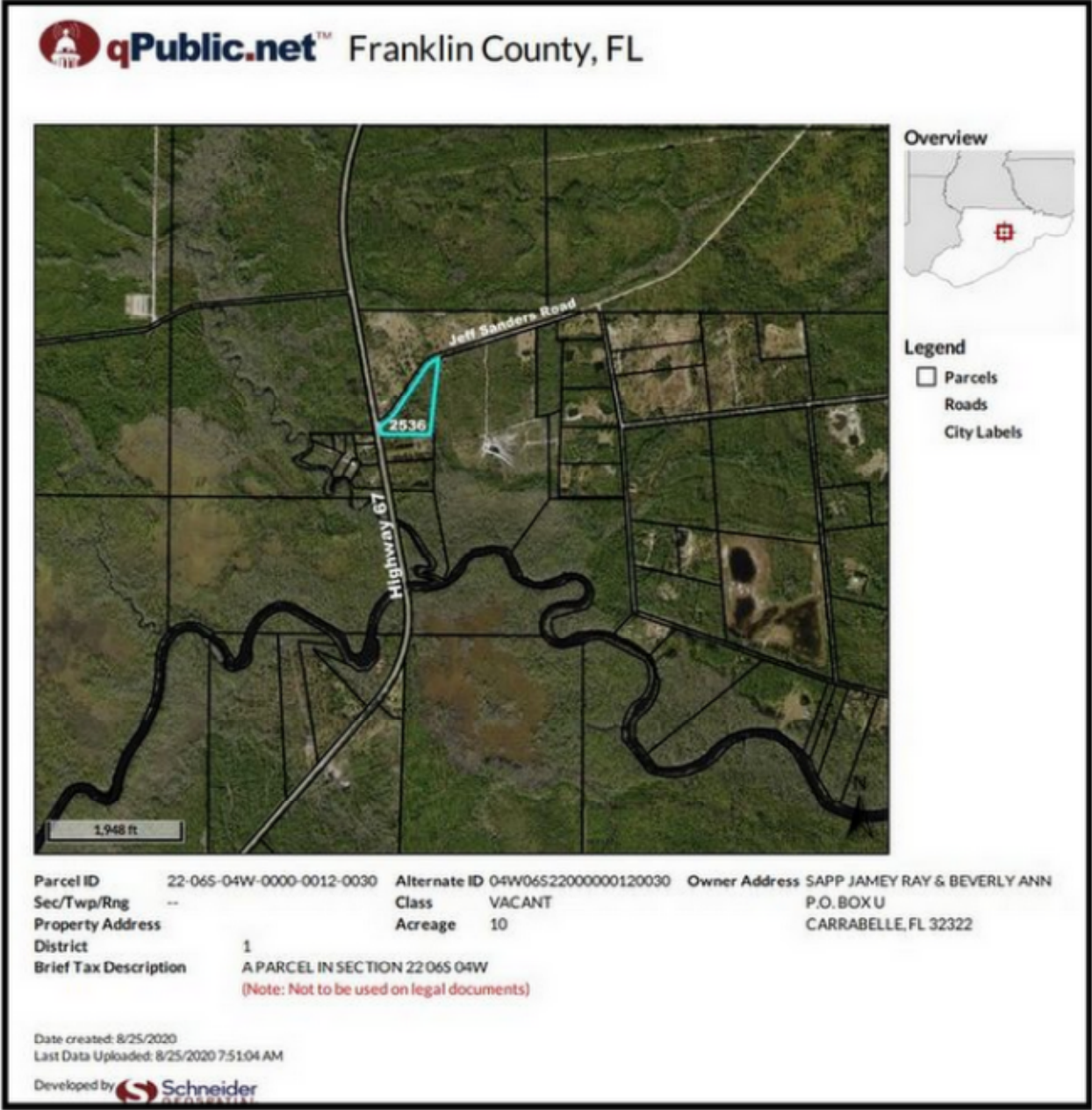
Legend

- ☐ Parcels
- ☐ Roads
- ☐ City Labels

Parcel ID	22-06S-04W-0000-0020-0010	Alternate ID	04W06S22000000200010	Owner Address	SAPP JAMEY & BEVERLY
Sec/Twp/Rng	22-6S-4W	Class	VACANT		P.O. BOX 626
Property Address		Acreage	6.08		BRISTOL, FL 32321
District	1				
Brief Tax Description	6.08 AC M/L SEC 22-06S-04W				
	(Note: Not to be used on legal documents)				

Date created: 8/25/2020
Last Data Uploaded: 8/25/2020 7:51:04 AM

Developed by  **Schneider**
GEOSPATIAL

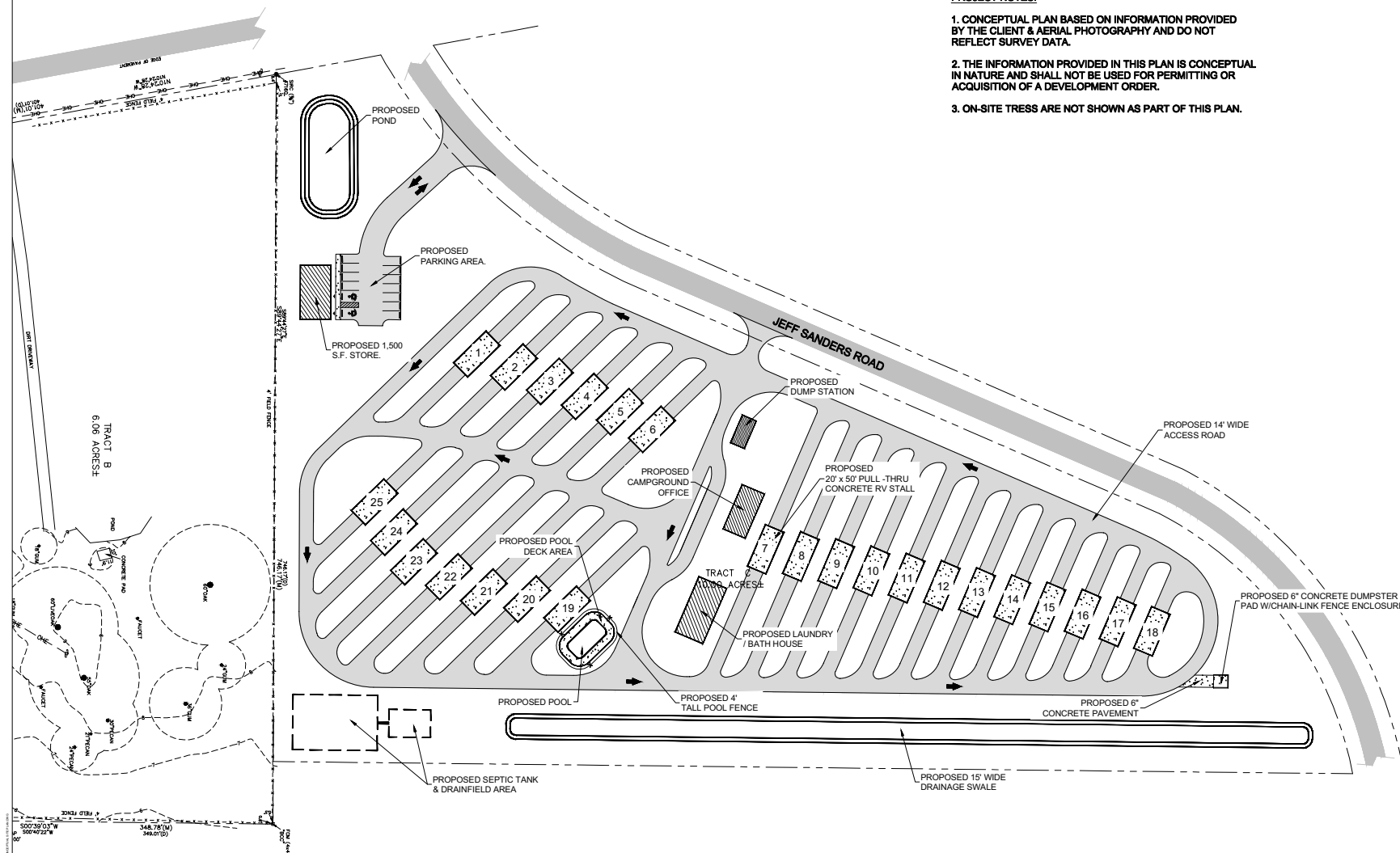




Dewberry Engineers Inc.
101 N. Monroe St., Suite 710
Tallahassee, FL 32301
850.523.0062

PROJECT NOTES:

1. CONCEPTUAL PLAN BASED ON INFORMATION PROVIDED BY THE CLIENT & AERIAL PHOTOGRAPHY AND DO NOT REFLECT SURVEY DATA.
2. THE INFORMATION PROVIDED IN THIS PLAN IS CONCEPTUAL IN NATURE AND SHALL NOT BE USED FOR PERMITTING OR ACQUISITION OF A DEVELOPMENT ORDER.
3. ON-SITE TREES ARE NOT SHOWN AS PART OF THIS PLAN.



PREPARED FOR: JAMEY SAPP

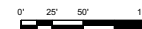
SAPP RV PARK

SEAL

PRELIMINARY DOCUMENTS
NOT FOR CONSTRUCTION

AYODEJI AJOSE-ADEOGUN
65524
ES # 8754

SCALE



REVISIONS

NO.	DESCRIPTION	DATE

NO. DESCRIPTION DATE

DRAWN BY JAL

APPROVED BY JHF

CHECKED BY ADA

DATE 08-11-20

TITLE

CONCEPTUAL
SITE PLAN
"TRACT C"

PROJECT NO. 50128929

C2

SHEET NO. OF



APPLICATION FOR RE-ZONING & LAND USE CHANGE

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

Phone: 850-653-9783 Fax: 850-653-9799

http://www.franklincountyflorida.com/planning_building.aspx

PROPERTY OWNER'S NAME: Ralph Richards City/State/Zip: Apalachicola FL
 MAILING ADDRESS: 415 Bay City Rd
 PHONE #: 850-653-7601 CELL #: 850-653-7601 EMAIL: cierra.richards@gmail.com

AGENT'S NAME: _____ City/State/Zip: _____
 MAILING ADDRESS: _____
 PHONE #: _____ CELL #: _____ EMAIL: _____

PROPERTY DESCRIPTION: 911 Address: 410 Bay City Rd Apalachicola FL
 Lot/s: _____ Block: _____ Subdivision: _____ Unit: _____
 Parcel Identification #: 34-085-08W-0000-0020-0000

JURISDICTION: ☒ Franklin County
☒ Apalachicola ☐ Eastpoint ☐ St. George Island ☐ Carrabelle ☐ Dog Island ☐ Lanark/ St. James ☐ St. Teresa ☐ Alligator Point

ACREAGE: 1.860

CURRENT ZONING: R-2 Single CURRENT LAND USE: Residential
 REQUESTED ZONING: R-4 Single REQUESTED LAND USE: Residential

LEGAL DESCRIPTION OF THE PROPERTY: (Must Attach Legal Description)

PLANNING & ZONING DATE: _____
 RECOMMENDED APPROVAL: _____ RECOMMENDED DENIAL: _____ RECOMMENDED TO TABLE: _____
 CONDITIONS: _____

BOARD OF COUNTY DATE: _____
 RECOMMENDED APPROVAL: _____ RECOMMENDED DENIAL: _____ RECOMMENDED TO TABLE: _____
 CONDITIONS: _____

PUBLIC HEARING DATE: _____
☐ APPROVED ☐ DENIED ☐ TABLED
 CONDITIONS: _____

Instructions: Complete application, including proof of ownership in the form of deed, detailed description of request including any necessary information supporting request (site plan/survey) and application fee of \$250.00 for Re-Zoning and \$250.00 for Land Use Change. Return to the following address:

Franklin County
 34 Forbes Street, Suite 1
 Apalachicola, FL 32320

RECEIVED
 AUG 18 2020
 BY: AK

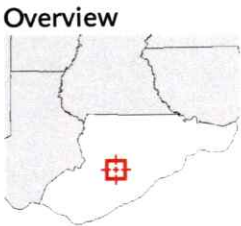
**FRANKLIN COUNTY, FLORIDA
REQUIRED ANALYSIS FOR LAND USE OR ZONING CHANGE**

- **Eastpoint Urban Service Area** – Is the property located in the Eastpoint Urban Service Area? **NO**
- **Coastal High Hazard Area** – Is the property located in the Coastal High Hazard Area? **NO Shaded X Flood Zone**
- **Critical Shoreline Zone** – Is the property located in the Critical Shoreline Zone? **NO**
- **Soil Conditions** – Copies of the 1994 Soil Survey of Franklin County are available from the Franklin County Planning Office. **?**
- **Topography** – What is the topography of the property? **11 ft above sea level**
- **Drainage** – Are there any natural drainage features located on the property? **NONE**
- **Wetlands** – The only way to definitively know if there are wetlands on the property is to have a qualified individual survey the site for wetlands, but the U. S. Fish and Wildlife Service's National Wetlands Inventory can give a general overview of what potential wetlands might be located on the property. The website can be accessed at: <https://www.fws.gov/wetlands/data/mapper.html>
NONE
- **Floodplains** – What flood zone is this property located in? The flood maps for Franklin County can be found at portal.nwfwmdfloodmaps.com.
Shaded X Flood Zone
- **Potential Wildfire Areas** – Is the property susceptible to wildfires? **NO**
- **Historic or Cultural Sites** – Are there any historic or cultural sites located on the property? The Florida Master Site File keeps a list of recorded historic and cultural sites in Florida. They can be reached at 850-245-6440 or sitefile@dos.myflorida.com. **NO**
- **Endangered Species** – Are there any endangered species located on this property? The Florida Fish and Wildlife Conservation Commission's website showing the location of Bald Eagle nests in the state can be found at: <http://myfwc.maps.arcgis.com/apps/webappviewer/index.html?id=253604118279431984e8bc3ebf1cc8e9> **NONE**
- **Traffic Circulation** – How will this development affect traffic on the roads that serve the development? The Florida Department of Transportation traffic counts can be found at <https://tdaappsprod.dot.state.fl.us/flo/>
I am hoping to have a cottage industry salon. I will only be serving clients at the most.
- **Affordable Housing** – Will this change increase the supply of affordable housing in Franklin County? **NA**

FRANKLIN COUNTY, FLORIDA
REQUIRED ANALYSIS FOR LAND USE OR ZONING CHANGE

- **Economic Development** – How will this change promote economic development in Franklin County? I just passed my Cosmetology State board and I am hoping to have a cottage industry salon
- **Water and Sewer** – Will the development be served by central water and sewer or will it be on individual water wells and septic tanks?

this will be well and septic

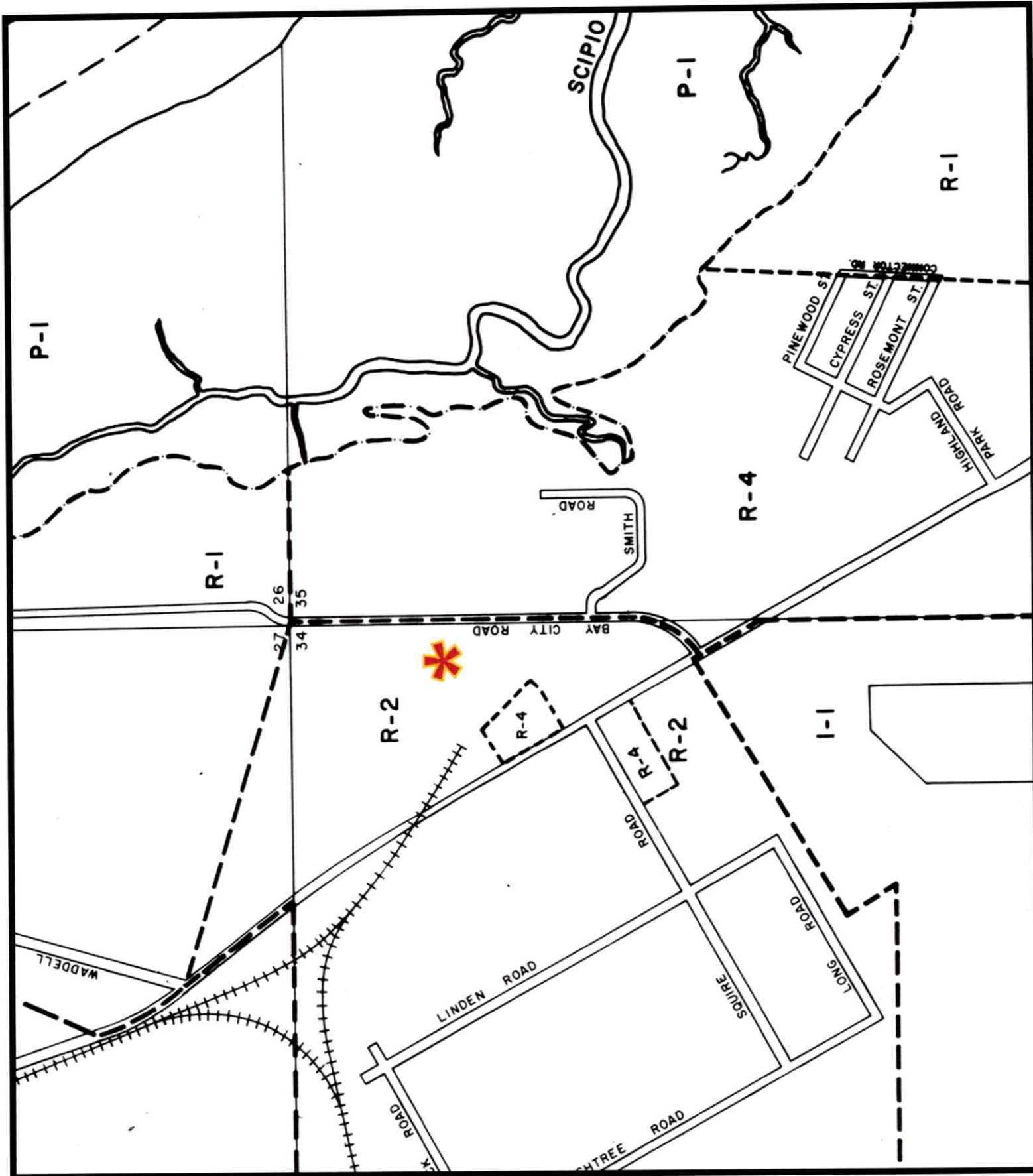


- Legend**
- ☐ Parcels
 - ☐ Roads
 - ☐ City Labels

Parcel ID	34-08S-08W-0000-0020-0000	Alternate ID	08W08S34000000200000	Owner Address	RICHARDS MAY V & RALPH
Sec/Twp/Rng	34-8S-8W	Class	MOBILE HOM		410 BAY CITY ROAD
Property Address	415 BAY CITY ROAD	Acreage	1.86		APALACHICOLA, FL 32320
District	1				
Brief Tax Description	1.86 AC IN NE 1/4 OR/62/5				
	(Note: Not to be used on legal documents)				

Date created: 8/25/2020
Last Data Uploaded: 8/25/2020 7:51:04 AM

Developed by Schneider
GEOSPATIAL



NWFWMD Flood Report

Effective BFE:	9.0 ft	Prelim BFE:	9.0 ft
Effective Fld Zone:	0.2 PCT ANNUAL CHANCE FLOOD AE 21%	Prelim Fld Zone:	0.2 PCT ANNUAL CHANCE FLOOD HAZARD 79%, AE 21%
Effective Fld Zone at Clicked Location :	0.2 PCT ANNUAL CHANCE FLOOD HAZARD	Prelim Fld Zone at Clicked Location :	0.2 PCT ANNUAL CHANCE FLOOD HAZARD
Effective FIRM Panel :	12037C0507F	Prelim FIRM Panel :	12037C0507G
Clicked Location (approximate):	29.74543, -85.02204	Parcel ID :	34-08S-08W-0000-0020-0000
Address (approximate):	410 Bay City Rd, Apalachicola, FL 32320, USA		

Print:

Add custom title

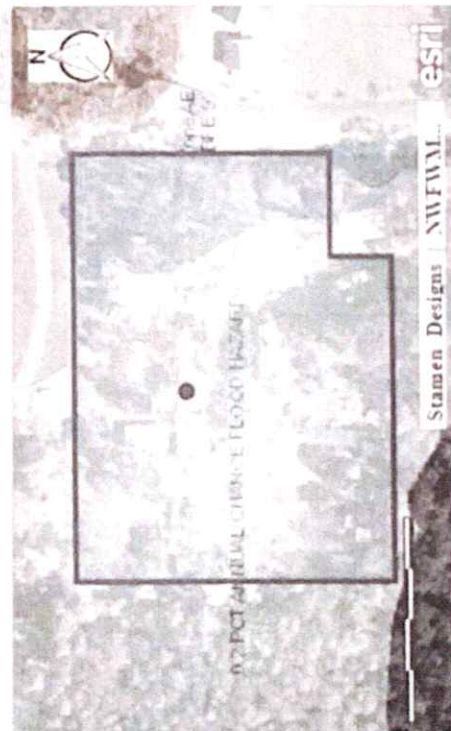
Select a layout ▼

Print

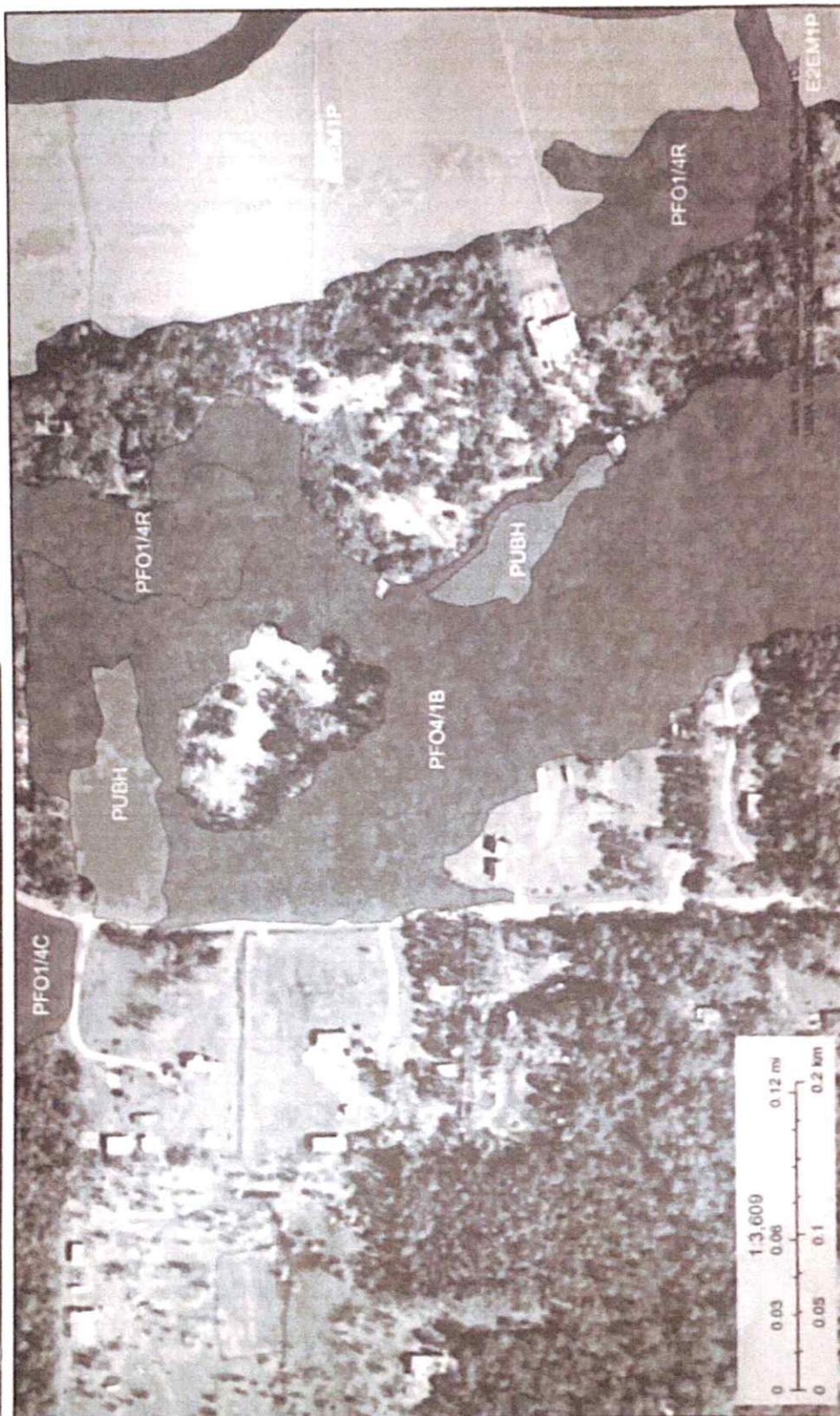
****This printed report opens in a new browser. You may need to enable popups on your browser.**

Effective Flood Map: 2/5/2014

Preliminary Flood Map: 6/13/2019



410 Bay City Road Wetland Mapper



This map is for general reference only. The U.S. Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

- August 7, 2020
- Wetlands**
- Estuarine and Marine Deepwater
 - Estuarine and Marine Wetland
 - Freshwater Emergent Wetland
 - Freshwater Forested/Shrub Wetland
 - Freshwater Pond
 - Lake
 - Other
 - Riverine

National Wetlands Inventory (NWI)
This layer was produced by the NWI mapper.

STOP This record search is for informational purposes only and does **NOT** constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does **NOT** provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at CompliancePermits@dos.MyFlorida.com for project review information.

August 7, 2020

To Whom it May Concern,



In response to your inquiry of August 7, 2020, the Florida Master Site File lists no cultural resources recorded at 410 Bay City Rd, Apalachicola, FL 32320

When interpreting the results of this search, please consider the following information:

- This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.
- Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.
- While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.
- Federal, state and local laws require formal environmental review for most projects. This search **DOES NOT** constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.

Please do not hesitate to contact us if you have any questions regarding the results of this search

Kind Regards,

Eman M. Vovsi, Ph.D.
Sr. Data Base Analyst
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

500 South Bronough Street • Tallahassee, FL 32399-0250 • www.flheritage.com/preservation/sitefile
850.245.6440 ph | 850.245.6439 fax | SiteFile@dos.state.fl.us

CORRECTIVE

Warranty Deed

(STATUTORY FORM — SECTION 689.02 F.S.)

This instrument was prepared by
ALFRED O. SHULER
 of
SHULER AND SHULER
 Attorneys at Law
 P. O. Box 850
 APALACHICOLA, FLORIDA 32320

This Indenture, Made this _____ day of May 19 69, Between
MAY V. RICHARDS, a widow, _____
 of the County of Franklin, State of Florida, _____, grantor*, and
RALPH E. RICHARDS,
 whose post office address is P.O. Box 763, Apalachicola, Florida, 32320
 of the County of Franklin, State of Florida, _____, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of
 ---TEN and no/100--- Dollars,
 and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
 acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
 lowing described land, situate, lying and being in Franklin County, Florida, to-wit:

A parcel of land in the NE 1/4 of Section 34, Township 8 South,
 Range 8 West, in Franklin County, Florida, described as
 follows:

Commence at the Northeast corner of Section 34, Township 8
 South, Range 8 West, and run thence West 15 feet, thence run
 South 900 feet to a point which is the point of beginning of the
 lands to be described; from said point of beginning run thence
 West 102 feet, thence run South 60 feet, thence run East 102
 feet, thence run North 60 feet to the point of beginning; less
 and except that part on the East side of said tract, which is
 now the right of way of State Road S-384.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
 of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
 Signed, sealed and delivered in our presence:

Alfred O. Shuler
Jay G. Shuler

May V. Richards



STATE OF FLORIDA
 COUNTY OF FRANKLIN

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
 appeared **MAY V. RICHARDS**, a widow,

to me known to be the person described in and who executed the foregoing instrument and acknowledged before
 me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of May
 1969.

My commission expires:
 Sept. 25, 1972.

Alfred O. Shuler
 Notary Public



FILE NO. 30424

Recorded O.R. 198
Franklin County, Florida

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE, Executed this 18th day of April, 1983, between
MAY V. RICHARDS, as Personal Representative of the Estate of CHARLES WESLEY
RICHARDS, deceased, Party of the First Part, and
MAY V. RICHARDS, Party of the Second Part,
whose post office address is Post Office Box 693, Apalachicola, Florida 32320.

WITNESSETH:

The Party of the First Part, pursuant to the Order of the Circuit Court
in and for Franklin County, Florida, dated March 31, 1983, which Order
authorized the sale of this particular property to MAY V. RICHARDS (Estate of
Charles Wesley Richards, deceased, Probate No. 82-34) and in consideration
of the premises and the sum of ONE THOUSAND EIGHT HUNDRED EIGHTY (\$1,880.00)
DOLLARS in hand paid, grants, bargains, sells, conveys and confirms to the
Party of Second Part, her heirs and assigns forever, the real property
located in Franklin County, Florida, described as:

Beginning at a point Fifteen (15) feet West of the East line
of Section Thirty-Four (34), Township Eight (8) South, Range
Eight (8) West, and Six Hundred Forty-Five (645) feet South
of the North line of said Section Thirty-Four (34), thence
South parallel with the East line of said Section a distance
of Two Hundred Seven (207) feet, thence West Four Hundred
Twenty (420) feet, thence North Two Hundred Seven (207) feet,
thence East Four Hundred Twenty (420) feet to the Point of
Beginning. Being a parcel 207 by 420 feet, containing the
Northern most portion of a tract in deed from B. I. Solomon,
et ux. to May V. Richards, dated August 5, 1960 and recorded
in Volume 48 of the Official Records of Franklin County,
Florida at pages 35-37.

TO HAVE AND TO HOLD the same to the Party of the Second Part, her heirs
and assigns, in fee simple, forever, and the Party of the First Part does
covenant that in all things preliminary to and in and about the sale and
conveyance the Orders of the Circuit Court of Franklin County and the laws
of Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, the Party of the First Part, as Personal Representative
of the Estate of Charles Wesley Richards, deceased, has set her hand and seal
on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

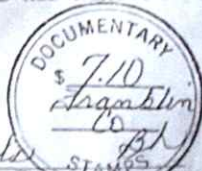
Martha B. Breaux

George P. Slade

STATE OF FLORIDA
COUNTY OF BAY



May V. Richards
MAY V. RICHARDS, as Personal
Representative of the Estate of
CHARLES WESLEY RICHARDS, deceased



FILE NO. 65654

I HEREBY CERTIFY that on this day, before me, an officer duly authorized
in the State aforesaid and in this County aforesaid to take acknowledgments,
personally appeared MAY V. RICHARDS, as Personal Representative of the Estate
of CHARLES WESLEY RICHARDS, deceased, to me known to be the person described
in and who executed the foregoing instrument and she acknowledged before me
that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid
this 18 day of April, 1983.

Prepared By: Van P. Russell, Esq.
WATKINS & RUSSELL
41 Commerce Street
Apalachicola, FL 32320

George P. Slade
Notary Public, State of Florida
My Commission Expires Nov. 1, 1986

May V. Richards
 P.O. Box 693
 Apalachicola, FL 32320
 May V. Richards
 P.O. Box 693
 Apalachicola, FL 32320

This Warranty Deed, Made the 17th day of Feb., 192000 by
 MAY V RICHARDS
 hereinafter called the Grantor, to MAY V RICHARDS & RALPH E RICHARDS *
 whose post office address is PO BOX 693, APALACHICOLA, FLORIDA 32320
 hereinafter called the Grantee

Witnesseth, That the Grantor, for and in consideration of the sum of \$ 10.00 and other
 valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises,
 releases, conveys and confirms unto the Grantee all that certain land, situate in FRANKLIN
 County, State of FLORIDA VIZ:

SEE ATTACHMENT EXHIBIT "A"

* AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise
 appertaining To Have and to Hold, the same in fee simple forever

And the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee
 simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants
 the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said
 land is free of all encumbrances, except taxes accruing subsequent to December 31, 19

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above
 written.

Signed, sealed and delivered in the presence of

Witness Signature (to be in Co-Grantor, if any)
 Brenda Benjamin
 Brenda Benjamin
 Brenda Benjamin

Witness Signature (to be in Co-Grantor, if any)
 Printed Name

Witness Signature (to be in Co-Grantor, if any)
 Printed Name

STATE OF Florida
 COUNTY OF Franklin

May V. Richards
 May V. Richards
 May V. Richards

Co-Grantor Signature (if any)
 Printed Name

Co-Grantor Signature (if any)
 Printed Name

I hereby Certify that on this day, before me, an officer duly authorized
 to administer oaths and take acknowledgments, personally appeared

known to me to be the person, described in and who executed the foregoing instrument, who acknowledged before me that
 executed the same, and an oath was not taken. (Check one) ☒ Said person(s) were personally known to me. ☐ Said person(s) provided the
 following type of identification:



Witness my hand and official seal in the County and State last aforesaid
 the 18th day of February, A.D. 2000
 Rhonda M. Skipper
 Rhonda M. Skipper

EXHIBIT "A"

A parcel of land in the County of Franklin and State of Florida more particularly described as follows:

Beginning at a point fifteen (15) feet west of the east line of Section Thirty-Four (34), Township Eight (8) South, Range Eight (8) West, and Six Hundred forty five (645) feet south of the north line of said Section Thirty Four (34), thence south, parallel with the east line of said section, a distance of three hundred fifteen (315) feet, thence west four hundred twenty (420) feet, thence north three hundred fifteen (315) feet, thence east four hundred twenty (420) feet to the point of beginning. The said described tract containing Three (3) acres more or less, and being the same tract of land conveyed by Edward Edwards and wife to Fullington and Hodges August 20th 1927, recorded in deed book "AA", pages 202-3 and from C.P. Fullington and wife to J.H. Hodges August 1, 1928 and recorded in Deed Book "BB" pages 24-25 in the records of Franklin County, Florida.

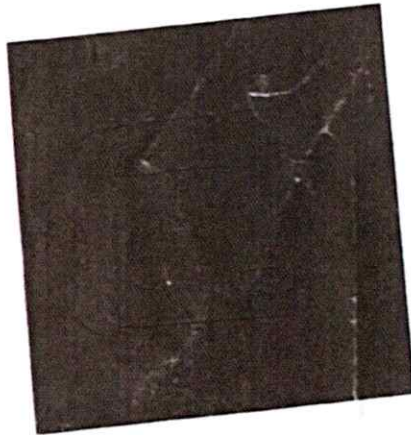
LESS and EXCEPT the following parcels,

Parcel 1 being recorded in Official Record Book 90 at Page 605 1949

Parcel 2 being recorded in Official Record Book 224 at Page 463 1950

Being record in the County of Franklin State of Florida

* AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP



I Ralph Richards, gives Cierra Richards permission to re-zone and have an Salon on my property 415 Bay City Rd, Apalachicola FL 32320.

Thank you,
Ralph Richards
8/13/2020