



# **Planning and Zoning Adjustment Board - Regular Meeting**

**Tuesday, November 9, 2021 at 6:30 pm**

**34 Forbes Street, COURTHOUSE ANNEX, COMMISSION MEETING ROOM**

## **\*\*\*Meeting Information\*\*\***

### ***Meeting Information***

Effective May 4, 2021, the general public will be allowed in the commission meeting room for meetings. The Planning & Zoning Commission encourages the public to continue the use of Zoom. Those wanting to view or participate virtually during the meeting should use the Zoom log-in/call-in information provided below. There is a link to a list of videos and Getting Started Resources on the main "Agenda and Minutes" webpage for those unfamiliar with Zoom. If you are experiencing issues with Zoom, call (850) 653-9783 option 3 or 2 for assistance.

To join Zoom via computer, use the link <https://us06web.zoom.us/j/84498464553> on the meeting date and time. If you do not have speakers or a microphone on your computer or prefer to call, you can dial in for audio. Call (301) 715-8592 or (312) 626- 6799 or (929) 205-6099 and enter ID number (844 9846 4553#). All attendees are muted by default.

You may address the Commission on an agenda action items for up to three minutes (which may change based on the number of speakers waiting to comment) during the meeting after a motion has been seconded and you are recognized by the Chairman.

Once recognized by the Chairman, if you are on Zoom with a computer or smart device select the 'raise hand' icon. If you have dialed in to the meeting by phone press \*9 to raise your hand, then \*6 to unmute.

Public engagement is important to us and use of Zoom for public participation

- 1. Call To Order**
- 2. Pledge of Allegiance**
- 3. Approval of Minutes**
  - a. October 12, 2021 PZA Meeting Minutes**

## Building Report

### 4. September 27, 2021 - October 20, 2021 Building Report

#### New Homes

**Total: 10**

Eastpoint - 4

St. George Island - 2

Lanark - 1

St. James - 1

Alligator Point - 2

## Variance Requests

### 5. 667 Bald Point Road

Consideration of a request for a variance to construct a house (footprint 1000 Sq feet) 10' into the Front setback, 34' into Wetlands/Critical Habitat Zone, and also requesting a variance for the proposed septic to encroach 5' into Side Setback and 20' into Front setback. Property is described as 667 Bald Point Road, Block 10, Lot 85, Unit 1, Alligator Point, Franklin County, Florida. Request submitted by Tara Morgan, agent for Scott Shanley, Applicant.

### 6. Bill Thomas Cottages and Townhomes

Consideration of a request for a variance to construct 6 S.F. Cottages 15' into the Front setback (2nd street) and 5' into Front setback (West Pine Avenue), also requesting to construct 4 Townhomes 20' into Front setback (2nd Street) and 5' into Rear setback. Property is described as 11 Commercial lots, West Block 5W, Lots 1-5, & 27-32, Unit 1, St. George Island, Franklin County, Florida. Request submitted by Thomas Dolan, agent for Bill Thomas, applicant.

### 7. 4198 St. Theresa Ave

Consideration of a request for a variance to construct an addition to existing home 15' into Front setback. Property is described as 4198 St. Theresa Ave, Block A, Lots 3 & 4 Cochrans Beach, St. Theresa, Franklin County, Florida. Request submitted by Charles and Leslie Redding, applicants.

**Staff Comments: Application was originally approved in August 2020, but has to come back for approval because Variance request expired before applicant pulled building permit**

## Critical Shoreline Applications

### 8. 19 Carousel Terrace

Consideration of a request to construct a 6'x30' single family dock with a 12'x24' Slip with Lift, a 102 Linear Foot retaining seawall, and a floating turbidity barrier. Property is described as Lot 9, Holiday Beach, 19 Carousel Terrace, Alligator Point, Franklin County,

Florida. Request submitted by Docks 4 Less, agent for Ryan Lawson, applicant. State Exemption has been received. Application will be contingent upon Federal Permit or Exemption. **Staff Comments: Agent has provided updated site plan as requested by Board, BOCC has sent back to PZA for approval**

## Preliminary Plat Applications

### 9. Miller's Landing

Consideration of a request for Preliminary Sketch Plat approval of a 2.01 acre parcel of land lying in Section 12, Township 7 South, Range 4 West, Lanark Village, Franklin County, Florida. The subdivision will be named "Miller's Landing" and will consist of 6 Lots meeting the minimum requirement of 14,000 sq feet each for R-1A Zoning. Request submitted by Melinda Carroll and Vicki Williams, applicants. Applicant will be contingent upon Water availability letter from Water and Sewer Department **Staff Comments: According to Road Department, there are already drainage ditches in place along the road that also run in front of this parcel. Letter from Carrabelle City Water & Sewer has been received**

## Easement Revision Applications

### 10. Silent Waters Subdivision

Consideration of a request to revise the location of current access easement for the Silent Waters Subdivision for property described as Lots 1 and 2, Silent Waters, Creek Side Drive, Carrabelle, Franklin County, Florida. Request submitted by Ken Garcia, agent for Silent Waters Subdivision, applicant. **Staff Comments: As requested by the Board, letters were sent to the other property owners of this subdivision.**

## Zoning Administrator's Report

Meeting Adjourned at 8:11PM

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Chairperson signature / date

# **Planning and Zoning Adjustment Board – Regular Meeting Tuesday, October 12, 2021 at 6:30 pm**

## **\*\*\*MEETING MINUTES\*\*\***

### **Members Present:**

**Mitch Griner, Alex Skovronsky, Ben Houston, Joey Taranto, James Morris, David Duncan, Erin Griffith – Fiscal Manager, Cortni Bankston – Zoning Administrator**

- 1. Call to Order – 6:30PM**
- 2. Pledge of Allegiance**
- 3. Approval of Minutes**
  - a. September 14, 2021 Meeting Minutes for Approval**  
*Motion to approve by Joey Taranto. Seconded by James Morris. All 6 members in favor. None opposed. Motion Carried.*
- 4. August 25, 2021 – September 24, 2021 Monthly Building Report**

### **Critical Shoreline Applications**

- 5. 39 Carousel Terrace**

Consideration of a request to construct two dock additions to an existing dock: 108 square foot dock, a 160 square foot terminal platform, a 30 square foot staircase, and one 18 square foot jet ski lift. Property is described as Unit, 1 Lot 1, 39 Carousel Terrace, Alligator Point, Franklin County, Florida. Request submitted by Gene Strickland, agent for William Hackney, applicant. State Exemption has been received. Application will be contingent upon Federal Permit or Exemption. *Staff Review comments: Dock meets all requirements, just need to provide Federal Permit or exemption before dock can be permitted. Motion to approve contingent upon Federal exemption letter by David Duncan. Seconded by James Morris. All 6 members in favor. None opposed. Motion Carried.*
- 6. 19 Carousel Terrace**

Consideration of a request to construct a 6'x30' single family dock with a 12'x24' Slip with Lift, a 102 Linear Foot retaining seawall, and a floating turbidity barrier. Property is described as Lot 9, Holiday Beach, 19 Carousel Terrace, Alligator Point, Franklin County, Florida. Request submitted by Docks 4 Less, agent for Ryan Lawson, applicant. State Exemption has been received. Application will be contingent upon Federal Permit or Exemption. *Staff Review comments: Dock meets all requirements, just needs to provide Federal Permit or exemption before dock can be permitted. Motion to approve contingent upon revised site plan with dock meeting the 25 ft County required setback & Federal exemption letter by David Duncan. Seconded by Joey Taranto. All 6 members in favor. None opposed. Motion Carried.*



## Preliminary Plat Applications

### 7. Miller's Landing

Consideration of a request for Preliminary Sketch Plat approval of a 2.01 acre parcel of land lying in Section 12, Township 7 South, Range 4 West, Lanark Village, Franklin County, Florida. The subdivision will be named "Miller's Landing" and will consist of 6 Lots meeting the minimum requirement of 14,000 sq feet each for R-1A Zoning. Request submitted by Melinda Carroll and Vicki Williams, applicants. *Staff Review comments: Proposed plat has been reviewed by Mark Curenton, County Planner to move forward to be approved by Planning & Zoning Adjustment Board. Motion to approve by David Duncan. Seconded by Alex Skovronsky. All 6 members in favor. None opposed. Motion Carried.*

## Easement Revision Applications

### 8. Silent Waters Subdivision

Consideration of a request to revise the location of current access easement for the Silent Waters Subdivision for property described as Lots 1 and 2, Silent Waters, Creek Side Drive, Carrabelle, Franklin County, Florida. Request submitted by Ken Garcia, agent for Silent Waters Subdivision, applicant. *Staff Review comments: Easement revision was review by Mark Curenton and the applicant has provided email confirmation that the neighbor has no issues with the proposed easement access change. Motion to Table by David Duncan. Seconded by Ben Houston. All 6 members in favor. None opposed. Motion Carried.*

*Board would like to see the original Plat showing where the easement starts. Board also would like Staff to send a letter to the other neighboring properties in this subdivision about the requested change.*

## Zoning Administrator's Report

### 9. Board Comments

Board has concerns about the amount of times an agenda item/application gets tabled due to No Show of applicant or representative. The Board would like Staff to create and present proposed verbiage for applicants if they miss 3 consecutive meetings due to no show of representation with a proposed penalty. *Motion to approve by Ben Houston. Seconded by James Morris. All 6 members in favor. Motion Carried.*

## Workshop

10. Review of proposed recreational improvements to Vrooman Park in Eastpoint and Lighthouse Park on St. George Island.

### EXCERPT OF PLANNING WORKSHOP MINUTES

PRESENT: Mitch Griner, Chairman  
Ben Houston, Member  
David Duncan, Member  
Jim Morris, Member  
Alex Skovronsky, Member  
Joey Tranato, Member

Chairman Mitch Griner opened the Planning Workshop Session of the Regular Advisory Board Meeting and turned the floor over to Erin Griffith who stated that the purpose of the workshop was for the County to receive feedback from the Planning Board on two proposed FRDAP funding applications.

Erin Griffith first discussed:

1. **SGI PLAYGROUND IMPROVEMENTS AT LIGHTHOUSE PARK** which is an Inclusive Playground with Surfacing and Shade, a \$200,000 Grant Application

In recent years the county has replaced existing restrooms with an enlarged, code-compliant facility; replaced picnic tables and benches; and added mobi-mats from the east side parking lot to the beach at Lighthouse Park. The proposed playground improvements will lie southeast of the lighthouse and will be located landward of the coastal construction control line. The improvements will be designed specific to our area by including play equipment representing some of the area's popular native species, such as sea turtles and dolphin. Signage will educate the public on coastal ecosystems and include a rip tide warning system. Surfacing will provide a cool, pest free surface for children. Shade will protect against dangerous U-V rays while cooling the ambient temperature. Nearby seating will enable caregivers to remain close to children at play.

The existing deteriorated playground sits seaward of the coastal construction control line and has served the area for many years with minimal play equipment, no surfacing beyond natural sand and native grass, no shade, and no nearby seating for adults. The area is currently not accessible for wheelchairs or carriages and contains no inclusive equipment. The county will remove and demolish the existing playground equipment should the new playground be funded.

It is important to Franklin County to provide facilities that are inclusive for all ages and physical abilities of park users. Inclusive recreational facilities encourage physical activity and provide access to a healthy outdoor lifestyle for residents and visitors alike.

Erin Griffith requested comments, input and recommendation to move forward from Planning Members -

*The members of the Planning Board expressed support for the project, mentioned how busy the park location was, commented on the different types of shade structures that could be used at the playground, and thought an inclusive playground was a great project. During public comment, audience member Bill Mills introduced himself as the vice president of the St. George Island Civic Club and he mentioned that they had begun fundraising efforts to assist in the development of the inclusive playground and their membership was very supportive of the concept.*

Chairman Mitch Griner of the Planning Board then concluded the first project discussion and Erin Griffith then discussed the second project application:

2. **VROOMAN PARK BALLFIELD IMPROVEMENTS** which is the renovation of two primary baseball fields (including drainage improvements for those fields and replacement of all fencing), the addition of an accessibility enhanced sidewalk connecting the parking area to the concession area and dugouts, and renovation of batting cage, a \$200,000 Grant Application

Vrooman Park is a popular sports facility in Eastpoint. The sports complex offers three lighted baseball fields, one T-ball field, a concession stand, dugouts, restrooms, basketball court, walking path and a playground.

Over five years ago, the county received a \$50,000 FRDAP grant to add the T-ball field, and improve the playground and pavilion. The park fields are difficult to play on at this time due to the fields staying wet due to improper drainage. The county's engineer has recommended that the two primary fields be elevated by about 6" which would entail a substantial amount of fill, sod, and clay, replacement of the irrigation system for the two fields, replacement of the perimeter fencing with

drainage improvements (whether swales or French drains) along the exterior perimeter between the fencing and the path around the park and the access path to the dugouts and concession area. Renovation of the batting cage and dugouts are also included with this grant application as the concrete block structures are at the end of useful life and in need a full roof replacement.

One enhancement that is badly needed at this location is a 6' access sidewalk for those with mobility impairments to be able to access the park facilities, restrooms are at the back of the Concession Building and the bleachers between the fields are inaccessible by wheelchair or carriage.

The county has applied for a FRDAP grant to assist in remediation of the issues mentioned above – the park is a core component of the county's recreational sports facilities and the field and accessibility improvements will aid in keeping children and families physically active and outdoors.

Erin Griffith then requested comments, input and recommendation to move forward from Planning Members.

*The members of the Planning Board expressed support for the project, mentioned how badly the park location needed to be redone and how it was heavily used by many children and families in the community. The Planning Board also recognized the need for additional land in the future for park expansion and liked the concept of adding accessibility improvements. The Planning Board thought that the Vrooman Park Improvements was an excellent project and should move forward.*

Chairman Mitch Griner then adjourned the workshop at 7:41 p.m.

**Meeting adjourned 7:41 PM**

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**Chairman Signature / Date**

# Monthly Building Report



**Franklin County**

Franklin County Planning & Building Department  
34 Forbes Street, Suite 1, Apalachicola, FL 32320  
Phone (850) 653-9783 Fax (850) 653-9799

PowerLine  
Building Permit  
Software

**Date range:** 9/27/2021 to 10/20/2021

**Total Number of Permits:** 81

**Total Fees Collected:** \$42051.36

Date	Permit	Property Owner	Development	Location	Street Address	Cost	Fee
09/27/2021	30970	David Martin Daly	Remodel Bathrooms Paint Wall and Trim	LOT 4 OF TRACT 16 EAST END ISLAND BEING 136.63 X 346.9 X 126.56 X 342.40 FT	1468 East Gulf Beach Drive	\$8,500.00	\$173.00
09/27/2021	30971	Kelly Donald W	Re-Roof Standing Seam Metal	UNIT 2 BL B LOT 10	772 East Gorrie Drive	\$21,700.00	\$355.00
09/27/2021	30972	Tracy & Robin W. Lee	Addition	SOUTHEASTERLY PART OF LOT 6 CONTAINING 0.24 AC	165 Bay North Court	\$0.00	\$2,032.50
09/27/2021	30973	Thomas William Arthur III Thomas Carro Nelson	TO CONSTRUCT A SWIMMING POOL	UNIT 1 BL 9W LOT 1 AND THE WESTERLY 20' OF LOT 2	259 WEST GORRIE DRIVE	\$49,000.00	\$787.25

09/27/2021	30974	Saltwater Sol Hospitality, LLC	Making Showers Americans w/ Disabilities Act Compliant	UNIT 1 BL 10W LOTS 17 THRU 28 AND PARTS OF 29, 30 105/372 107/566 108/360 111/40 115/444 116/77 138/641 138/645 138/648 144/168 146/14 147/148 170/487 172/76 172/268 172/274 205/195 211/220 488/158 488/161 488/167 588/738 591/294 1003/577 1003/581 1198/157 1198/159 1198/201-EASEMENT 1210/316-EASEMENT 1212/608-EASEMENT	160 West Gorrie Drive	\$25,000.00	\$397.00
09/27/2021	30975	Brian & Jacquelyn Zahorik	New Single Family Residence	SUMMER CAMP WEST PHASE 1B LOT 131 PB 9/26-47 1197/175 1285/287 1285/306	3447 Firefly Circle	\$436,000.00	\$1,993.53
09/27/2021	30976	Brian & Jacquelyn Zahorik	To construct a new garage	SUMMER CAMP WEST PHASE 1B LOT 131 PB 9/26-47 1197/175 1285/287 1285/306	3447 Firefly Circle	\$125,000.00	\$1,375.00
09/27/2021	30977	Thomas & Sally Woods	New Detached Garage	SUMMER CAMP WEST PHASE 1B LOT 142 PB 9/26-47 968/533 1127/480 1135/608 1278/642	3538 Firefly Circle	\$150,000.00	\$1,539.38
09/28/2021	30978	Ward Real Estate Investments & Equity Trust Company	RV and Boat Storage	4.02 AC M/L IN SECTION 36-08S-07W	50 North Bayshore Drive	\$0.00	\$0.00
09/28/2021	30979	Wilton & Linda Holland	Meter Base Upgrade	A PARCEL CONTAINING 0.72 AC IN SEC 29 BEING 174.60' X 202.52' X 140.29' X 199.86' AND ALSO A PARCEL KNOWN AS LOTS 7 & 8 IN SECTION 29 8S 6W OR UU/169 25/287 80/347 136/478 147/506 294/208 364/68 568/65 614/298 734/150 792/273 801/185 1156/665 1220/343 1266/368	17 7th Street	\$0.00	\$100.00

09/28/2021	30980	Shelly & Joshua McComb	Metal Re-Roof	LOT 32 DOLPHIN BCH VILL	2112 Dolphin Court East	\$0.00	\$299.00
09/28/2021	30981	Russell Kevin Scott & Heather	REPLACING DECK BOARDS, AND EXTERIOIR DOORS	LOT 15 CASA DEL MAR PHASE I	2294 SAILFISH DRIVE	\$25,000.00	\$496.25
09/28/2021	30982	Daniel Bell	Replacing Windows	LOT 29 PLANTATION BCH VILL	1860 Sea Oat Drive	\$0.00	\$299.00
09/28/2021	30983	Chason John K & Lisa L	DEMO EXTERIOIR STAIRS, FRAME AND DECK STAIR OPENING INTO HOUSE, REMOVE EXTERIOIR DOOR, DEMO "BOX" IN HOUSE, FRAME INTERIOR WALLS, INSTALL DRYWALL, INSTALL INTERIOR DOORS, INSTALL FLOORING, INSTALL TRIM, PAINT, MOVE ELECTRICAL AND ELEVATOR EQUIPMENT.	UNIT 1 LANARK BEACH BLK X LOT 10	2186 HIGHWAY 98 EAST	\$7,000.00	\$145.00
09/28/2021	30984	Harbor View Guest House,LLC	METAL RE-ROOF	UNIT 1 BL 3 LOT 7 SUN N SANDS	637 MARINER CIRCLE	\$26,820.92	\$416.40
09/28/2021	30985	Jelinek Jerrald	METAL RE-ROOF	A PARCEL IN SEC 35-07S-05W CONTAINING 1.076 AC M/L	2064 HIGHWAY 98	\$10,000.00	\$187.00
09/29/2021	30986	Rigsby Ryland Terry & Sharon G	INSTALL EXTERIOR LIFT	LOT 24 BRE INC	1452 CYPRESS STREET	\$11,202.90	\$268.75

09/30/2021	30987	Sibson Milissa	REPLACE 6 DAMAGED PILINGS	THREE HUNDRED OCEAN MILE PHASE II BLDG H-8	1804 H-8 EAST GULF BEACH DR	\$12,000.00	\$268.75
09/30/2021	30988	Way By The Shore,LLC	METAL RE-ROOF	LOT 12 TREASURE BCH VILL	1924 NAUTILUS DRIVE	\$46,800.00	\$610.40
09/30/2021	30989	Tressie Buffkin	Land Clearing/Site prep	1.01 AC M/L BEING PART OF TRACT 54 SOUTHLANDS	1605 Peachtree Rd	\$0.00	\$100.00
09/30/2021	30990	Price Glenda A	METAL RE-ROOF	UNIT 1 LOT 43 HOLIDAY BEACH 151/435 1087/246 1247/295 1296/134	28 CARNIVAL LANE	\$12,750.00	\$229.00
09/30/2021	30991	Mark and Lisa Herdt	Electrical Meter	UNIT 1 BL C LOT 5 PENN POINT	1265 Alligator Drive	\$0.00	\$100.00
09/30/2021	30993	Pappas Monica W	METAL RE-ROOF	UNIT 2 BL K LOT 3 PENN POINT	1512 ALLIGATOR DRIVE	\$10,000.00	\$187.00
09/30/2021	30996	Shaun and Lauren Driggers	Reroof	UNIT 3 LOT 44 ALLIGATOR HARBOR	168 Harbor Circle	\$0.00	\$145.00
09/30/2021	30997	Sizemore Jeremiah	SOLAR PV ROOF MOUNTED SYSTEM	LOT 6 SCHOONER LANDING PHASE I	2348 SCHOONER LANDING	\$53,625.00	\$832.28
09/30/2021	30998	Stafford William T & Sandra M	INSTALLATION OF SOLAR PANELS ON EXISTING ROOF	LOT 6 LIGHTHOUSE RIDGE ESTATES OR/236/187 UNIT 1	1862 LIGHTHOUSE ROAD	\$39,053.00	\$678.13
09/30/2021	30999	Southern Beholdings,LLC	PLUMBING ADDITION	UNIT 1 BL 20W LOT 1 OR 175/328	501 WEST GORRIE DRIVE	\$9,000.00	\$173.00
09/30/2021	31000	Kirvin George W & Christey B	METAL RE-ROOF	A PARCEL IN SEC 27 8S 8W AKA WADDELL PROPERTY LOT 4 770/65	66 WADDELL ROAD	\$25,800.00	\$406.70

10/01/2021	31003	Neel E Camp & Julie E	TO CONSTRUCT A NEW SINGLE FAMILY HOME	UNIT 2 BL I LOT 8 PENN POINT ALSO 22 FT ADJ TO LOT 8	1465 ALLIGATOR DRIVE	\$480,000.00	\$2,413.55
10/01/2021	31004	Niti Market, LLC	METAL RE-ROOF	LOT 2 SCHOONER LANDING PHASE I	2332 SCHOONER LANDING	\$97,440.00	\$955.34
10/04/2021	31005	Poloronis Tyler W & Lindsey D	TO CONSTRUCT A NEW SINGLE HOME	RESERVE AT MAGNOLIA RIDGE SUB BLOCK A LOT 9 PB 9/1 1003/258 1099/772 1201/234 1268/401	327 MAGNOLIA COURT	\$185,000.00	\$1,753.08
10/04/2021	31006	Vreuls Jean P Jr & Nancy J	POWER POLE	2.12 AC M/L SOUTH OF HWY	2378 HIGHWAY 98	\$0.00	\$100.00
10/04/2021	31007	Frugé Zonie	DEMOLITION OF EXISTING STRUCTURE	UNIT 1 BL C LOT 15	2150 MARYLAND STREET	\$0.00	\$0.00
10/04/2021	31008	Water Management Services Inc	METAL RE-ROOF	PARCEL 1 BL 9 LOT 1 DAVID BROWN ESTATES	99 ISLAND DRIVE	\$4,800.00	\$117.00
10/05/2021	31009	Larrison Kenny D & Koch Katherine L	TO CONSTRUCT A GARAGE	A PARCEL IN SEC 30 08S 06W CONTAINING 1.08 AC M/L A.K.A. LOT # 3 SCHOOL HSE RD OR 585/200	470 TIP TUCKER ROAD	\$6,325.00	\$181.25
10/05/2021	31010	Butlers Last Straw, LLC	TO CONSTRUCT A NEW SINGLE FAMILY DWELLING	UNIT 5 BL 83 LOT 3	1064 WEST PINE AVENUE	\$237,323.58	\$2,170.98
10/05/2021	31011	Butlers Last Straw, LLC	TO CONSTRUCT A GARAGE	UNIT 5 BL 83 LOT 3	1064 WEST PINE AVENUE	\$111,709.16	\$1,289.53
10/05/2021	31015	Timothy A Ozor	Replace decking and rails	Bl G lot 6	840 West Gulf Beach	\$350,000.00	\$494.00
10/05/2021	31016	Chason John K & Lisa L	TO CONSTRUCT A POLE BARN	LANARK BEACH UNIT 1 BLK X LOT 11	2184 HIGHWAY 98	\$12,955.38	\$100.00



10/05/2021	31017	Gregory Jim & Lisa M Thorpe	TO CONSTRUCT A NEW SINGLE FAMILY HOME	LAKES ON THE BLUFF LOT 13 PB 8/34 809/252 1214/729 1292/95 1292/97 1314/524	164 LAKES ON THE BLUFF DRIVE	\$311,000.00	\$1,753.08
10/06/2021	31018	Byrd Family Properties, LLC	REPAIR WOOD ON PORCHES, AND SIDING	55 FT X 125 FT BEING .17 AC M/L IN SECTION 19-07S-04W	1524 HIGHWAY 98 WEST	\$10,000.00	\$187.00
10/06/2021	31019	Miller Michael W	HVAC CHANGE OUT	LOT 39 WHISPERING PINS SUB PHASES 3 & 4 PB 7/32 720/35 729/101 1144/407	707 TIMBER RIDGE COURT	\$7,897.00	\$159.00
10/06/2021	31020	Law Ronald L	SHINGLE RE-ROOF	MOST OF LOT 29 & A PORTION OF LOT 30 SCHOONER LANDING PH I	2304 SCHOONER LANDING	\$51,750.00	\$652.66
10/06/2021	31021	Law Laura H	SHINGLE RE-ROOF	LOT 27 SCHOONER LANDING PHASE I	2312 TALLY HO	\$44,688.00	\$591.00
10/07/2021	31022	Mick Terry & Carolyn	TO CONSTRUCT A SINGLE FAMILY DOCK, AND BOAT RAMP	UNIT 5 BLOCK 51 LOT 4 ST GEO IS	315 GANDER STREET	\$2,366.50	\$111.25
10/07/2021	31023	Ozor Timothy Andrew	METER BASE SWAP #4018375	UNIT 3 BL G LOT 6	840 WEST GULF BEACH DRIVE	\$0.00	\$100.00
10/07/2021	31024	Hembree Gerald L & Binnie S	ENCLOSE EXISTING CARPORT	BL 6 LOTS 3-4 74/92 132/489 532/145(WROS) 1123/681(LIFE E) (1128/754 1452-CP 1129/21) 1176/749	184 NORTH BAYSHORE DRIVE	\$8,000.00	\$198.75
10/07/2021	31025	1103 Lincoln, LLC	METER SWAP OUT #4024167	UNIT 1 BL 18W LOT 10	472 WEST GORRIE DRIVE	\$0.00	\$100.00
10/08/2021	31026	Dixon Shirley A & Tompkins Frances	TO CONSTRUCT A NEW SINGLE FAMILY HOME	LOT 20 GULF VIEW WOODS FKA THE EAST HALF OF LOTS 20 & 21 GULF VIEW WOODS OR 188/248 348/241 945/644 1162/88 1252/206 1259/564	128 ELDER STREET	\$250,000.00	\$1,476.77

10/08/2021	31027	Peterson Lawrence & Jeanine	REBUILD FLORIDA MOBILE HOME	100X100 FT IN SW 1/4	1063 ROSEMONT STREET	\$0.00	\$0.00
10/11/2021	31028	Rowe Christopher M	TO CONSTRUCT A NEW SINGLE FAMILY DWELLING	LOT 45 WHISPERING PINES SUB PHASES 3 & 4 PB 7/32	673 LONGWOOD COURT	\$150,000.00	\$1,678.95
10/11/2021	31029	Goss Arian Monroe	TO CONSTRUCT A NEW SINGLE FAMILY DWELLING	UNIT 1 BL 11W LOT 1	300 WEST GORRIE DRIVE	\$650,000.00	\$1,833.96
10/12/2021	31030	Oliver Doug Alexander And Oliver Katrina Diane	REPLACE DECK BOARDS ON STAIRS AND BOARD WALK	LOT 8 1.02 AC DUNES OF ST GEORGE OR/152/581	1240 EAST GULF BEACH DRIVE	\$8,000.00	\$159.00
10/13/2021	31031	Ronald & Josephine Pook	New Single Family Residence	1 1/2 ACRES A PARCEL FROM W B BROWN RECD IN	72 South Bay Shore Drive	\$1,268.00	\$1,595.90
10/13/2021	31032	Water Management Services Inc	Power meter for water tower/ Aviation lights	UNIT 1 BL 5W LOTS 21 & 22	116 W PINE AVENUE	\$1,000.00	\$100.00
10/13/2021	31033	John M. & Linda P. Stewart	Meter Base Upgrade	A PARCEL CONTAINING 1 AC A.K.A. LOT 3 OF TRACT 25 EAST END OF ISLAND	1708 East Gulf Beach Drive	\$1,000.00	\$100.00
10/13/2021	31034	Timothy Andrew Ozor	Meter Base Upgrade	UNIT 3 BL G LOT 6	840 West Gulf Beach	\$1,000.00	\$100.00
10/13/2021	31035	Mjm Real Estate Invest.LLC	Metal Re-Roof	LOT 14 TREASURE BCH VILL	1932 Nautilus Drive	\$45,398.41	\$600.70
10/13/2021	31036	James Lawrence	Install a metal roof over shingles	UNIT 2 BL C LOT 61 ST JAMES IS PARK	3058 Highway 98 East	\$4,500.00	\$117.00
10/13/2021	31037	Ronald & Robin Jones	Shingle Re-roof	A PARCEL KNOWN AS LOT 22 100X450 AND ALSO LOT 23 100X450 PEGGY BEACH UNREC	2319 Highway 98 West	\$11,987.90	\$215.00

10/14/2021	31038	William & Bonnie Goodwin	Shingle Re Roof	ST JAMES PARK UNIT 3, LOTS 36 & 37	2991 East Highway 98	\$14,820.00	\$257.00
10/14/2021	31039	Jonathan Creamer	Electrical Upgrade	A PARCEL CONTAINING 2.57 AC M/L RECD IN	511 Brownsville Road	\$1,000.00	\$100.00
10/14/2021	31040	Brown Holding Company LLC	Meter Base Upgrade	UNIT 2 BL C LOT 5	832 East Gorrie Drive	\$1,000.00	\$100.00
10/14/2021	31041	Brown Holding Company LLC	Meter Base Upgrade	UNIT 2 BL C LOT 5	832 East Gorrie Drive	\$1,000.00	\$100.00
10/15/2021	31042	Stoney Pointe Rental,LLC	Replace AC	LOT 12 CASA DEL MAR PHASE I	2200 Sailfish Drive	\$7,380.00	\$159.00
10/15/2021	31043	Keith & Juanita Mask	Replace AC	LOT 34 RESORT VILLAGE PB 9/9 1087/732 ESMNT BEING .03 A M/L 1087/730	1478 Park Avenue	\$5,200.00	\$131.00
10/15/2021	31044	Seaesta Gorie LLC	HVAC CHANGE OUT	UNIT 1 BL 18W LOT 3	416 WEST GORRIE DRIVE	\$4,700.00	\$117.00
10/15/2021	31045	Owen John W & Linda S	HVAC CHANGE OUT	UNIT 2 BL F LOT 14	665 EAST GORRIE DRIVE	\$5,900.00	\$131.00
10/15/2021	31046	The Islander,LLC	HVAC CHANGE OUT	UNIT 1 BL 7W LOTS 1,2, & 3	65 WEST GORRIE DRIVE	\$5,250.00	\$131.00
10/15/2021	31047	Tamika Bowman & Michael Williams	New Single Family Residence	BL C LOT 7 PENN POINT UNIT 1	1261 Alligator Drive	\$225,000.00	\$1,476.77

10/15/2021	31048	The Tommy A & Annie R Jowers Family Partnership, LLP	HVAC CHANGE OUT	LOT 7 SCHOONER LANDING PHASE I	2352 SCHOONER LANDING	\$7,900.00	\$159.00
10/15/2021	31049	David Costa	Replace 2 HVAC Systems	BLOCK A AND THE WEST SIDE OF LOT 8 ALSO 20 FT OF AN ABANDON STREET FOR A TOTAL OF 59 FOOT M/L	4188 St Teresa Avenue	\$11,000.00	\$201.00
10/15/2021	31050	Losik G. Vitalya & Gregory	HVAC CHANGE OUT	LOT 11 HERON BAY VILLAGE	2143 BLUE HERON TRAIL	\$10,200.00	\$201.00
10/15/2021	31051	Harry & Mary Chiles	HVAC Changeoue	UNIT 2 BL J LOTS 13	1073 East Gorrie Drive	\$5,000.00	\$131.00
10/15/2021	31052	Higdon Patrick J & Sue H	HVAC CHANGE OUT	LOT 5 SUNSET BEACH PHASE I	1912 SUNSET DRIVE	\$5,900.00	\$131.00
10/15/2021	31053	Harsh Kathy S	HVAC CHANGE OUT	LOT 5 OF TRACT 3 EAST END ISLAND FROM POB SE 429.93' TO MHW OF GULF TH RUN SW ALG MHW 54.76' TH RUN SW ALG MHW 47.68 TH RUN NW 435.86' TH RUN NE 102.26' TO POB ACCESS ESMT 20' FOR PED AND VEH INGR AND EGRSS LYING 10' EITHER SIDE OF FOLLOWING CENTERLINE: FRM POB SE 292.55' TH SW 150.10' TO TH END OF CENTERLINE ALSO FRM POB RUN SE 292.55' TH NE 166.86'TO END OF CENTERLINE 396/63 607/327 1090/280 1198/127 1274/261	1152 EAST GULF BEACH DRIVE	\$4,785.00	\$117.00
10/15/2021	31054	Donald & Allison Thurmond	Replace HVAC	UNIT 3 BL K LOT 2 ST GEO IS	709 West Gulf Beach Drive	\$5,700.00	\$131.00

10/18/2021	31055	Rieves James Taylor & Lisa	METAL RE-ROOF	LOT 30 CASA DEL MAR PHASE I	2264 SAILFISH DRIVE	\$33,000.00	\$474.60
10/18/2021	31056	John Caddell	New Metal Roof	LOTS 8 & 9 PLANTATION VILLAGE ST GEORGE ISLAND	1844 SEA OAT DRIVE	\$142,000.00	\$1,189.42
10/18/2021	31057	Rob Swagert	Dock Repair	UNIT 1 BL C LOT 32 & LOT 33 LESS THE E 06 FT OF LOT 33	2398 Highway 98 E	\$3,798.10	\$103.00
10/19/2021	31059	Verizon	Modify 8 antennas and install non-electrical support devices.	A PARCEL CONTAINING 79.80 AC IN SEC 23-08S-06W	1250 Highway 98	\$21,000.00	\$511.50



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## ADVISORY BOARD OF ADJUSTMENT 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](http://www.franklincountyflorida.com/planning_building.aspx)

## ADVISORY BOARD OF ADJUSTMENT APPLICATION

PROPERTY OWNER'S NAME: Scott W. Shanley (buyer)  
MAILING ADDRESS: 1155 17th Ln SW City/State/Zip: Vero Beach, FL 32962  
PHONE #: \_\_\_\_\_ CELL #: (423) 404-2449 EMAIL: shanley\_scott@yahoo.com

AGENT'S NAME: Tara Morgan (with GF&A Realty)  
MAILING ADDRESS: 2284 Sopchoppy HWY #464 City/State/Zip: Sopchoppy, FL 32358  
PHONE #: \_\_\_\_\_ CELL #: (850) 695-1002 EMAIL: tara@gfaproperty.com

**PROPERTY DESCRIPTION:** 911 Address: 667 Bald Point #1, Bald Point, FL 32346  
Lot/s: 85 & 86 Block: 10 Subdivision: SOUTHERN DUNES Unit: 1  
Parcel Identification #: 12037-28-065-01W-1051-00 28-065-01W-1051-0010-0850

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

### LEGAL DESCRIPTION OF THE PROPERTY: (MUST ATTACH LEGAL DESCRIPTION)

**DESCRIPTION OF REQUEST:** I have contracted 2 of 3 lots, as shown on attached survey, with encroaching marsh and CHZ. I am requesting a variance to build a two story home with a footprint not to exceed 1,000 sq. ft. The house will encroach 10' into the South or (front 25') setback and will encroach into the wetlands setback 34'. This will place the house on the North side 19.9' from the wetlands edge. I am also requesting a variance to locate the drain field & septic tank encroaching 5' into the East side 10' setback and 20' into the South (front 25') setback.

**ADVISORY BOARD OF ADJUSTMENT DATE:** \_\_\_\_\_

**RECOMMENDED APPROVAL:** \_\_\_\_\_ **RECOMMENDED DENIAL:** \_\_\_\_\_ **RECOMMENDED TO TABLE:** \_\_\_\_\_  
**CONDITIONS:** \_\_\_\_\_

**BOARD OF COUNTY COMMISSION MEETING 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. Return to the following address:

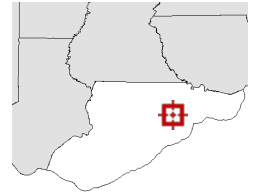
Franklin County  
34 Forbes Street, Suite 1  
Apalachicola, FL 32320

**THIS VARIANCE REQUEST WILL EXPIRE ONE YEAR FROM DATE OF APPROVAL  
BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER.**





Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID 28-06S-01W-1051-0010-0850

Sec/Twp/Rng 28-6S-1W

Property Address 667 BALD POINT RD

District 1

Brief Tax Description UNIT 1 BL 10 LOT 85, 86

(Note: Not to be used on legal documents)

Alternate ID 01W06S28105100100850

Class VACANT

Acreage 0.189

Owner Address FOURNIER JUDITH C

1652 WHITEHEAD DR

SARASOTA, FL 34232

Date created: 10/26/2021

Last Data Uploaded: 10/26/2021 7:49:00 AM

Developed by  Schneider  
GEOSPATIAL

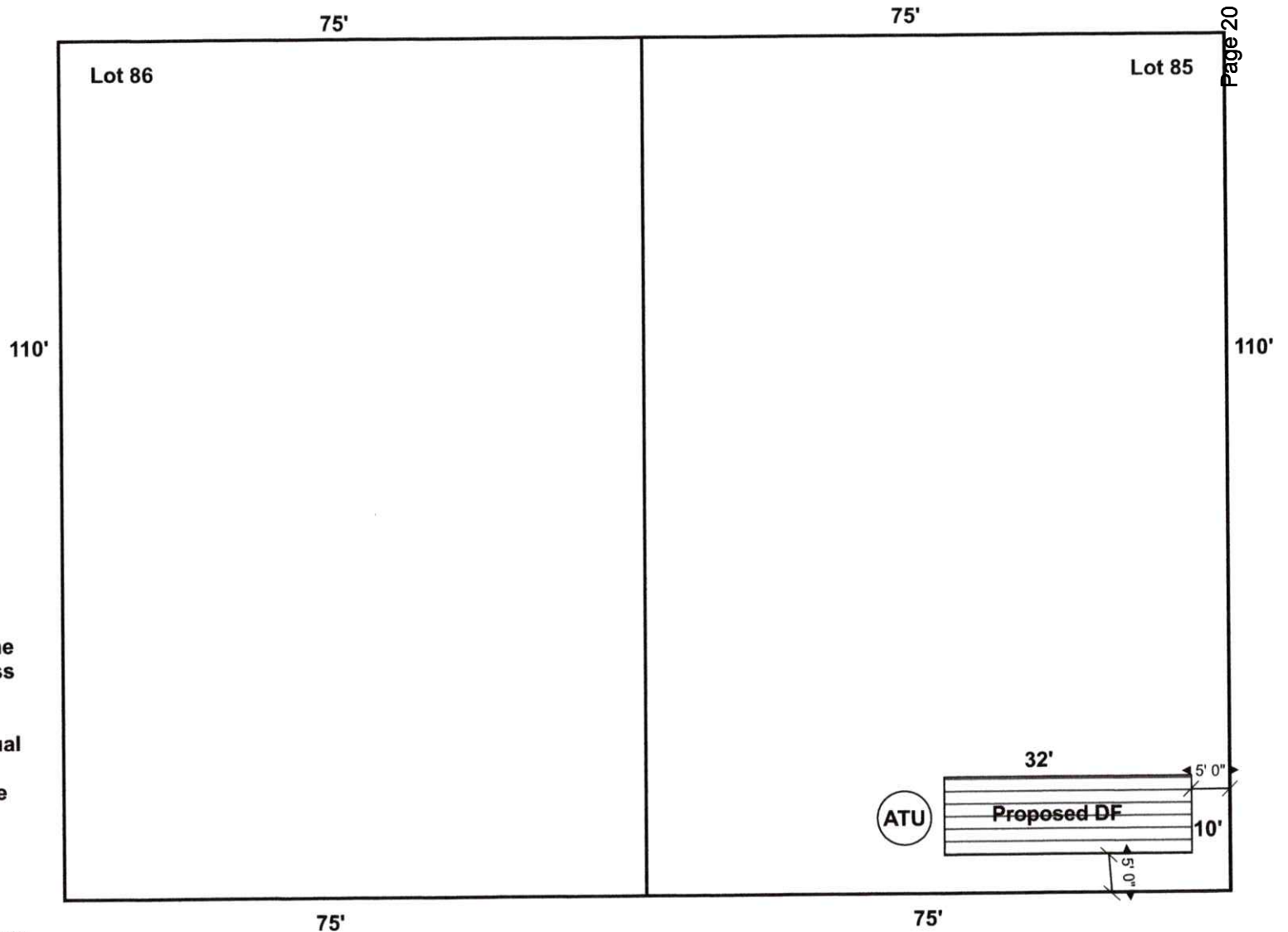
667 Bald Point Rd



Scale: 1" = 20'

The area shown as the proposed drainfield area will accommodate a 3 bedroom residence with up to 2250 square feet of building area. Drainfield depth would be a maximum of 30" into existing grade. The Drainfield area will encompass a 10' x 32' area. A scaled survey showing the wetland delineation will allow the actual wetland setback to be determined. Placement of the septic system in the area depicted will meet or exceed all requirements as set forth by the State of Florida as related to onsite sewage treatment and disposal systems

Melissa Durkin  
CEHP #1722  
9/17/2021



Right - of - Way

Bald Point Rd



Franklin County  
Attention: Courtney Bankston  
34 Forbes Street, Suite 1  
Apalachicola, FL 32320

Subject: Pre-purchase lot variance to allow 1,000 sq ft footprint residence spanning two lots within CHZ  
Date: 10/5/21

For your consideration

I have contracted 2 of 3 lots at 667 Bald Point Road and have since received a completed survey from Thurman Roddenberry. The topographical survey shows the encroaching marsh, proposed home location and proposed location of the septic system by N FL. Septic Consulting The contract to purchase is currently extended for "Feasibility Studies" so I can have a better understanding of the property's potential. It is my plan to build a two-story retirement home, with covered balconies, that will not exceed the 1,000 sq ft variance allowance. I have reduced the area of a house plan to eliminate a bedroom and shorten the balconies to achieve 998' on the footprint.

For your review, I have enclosed the following with this letter:

1. Vacant Land Contract
2. Variance request
3. Survey with proposed home location & proposed septic location
4. Check # 101 for \$250.00

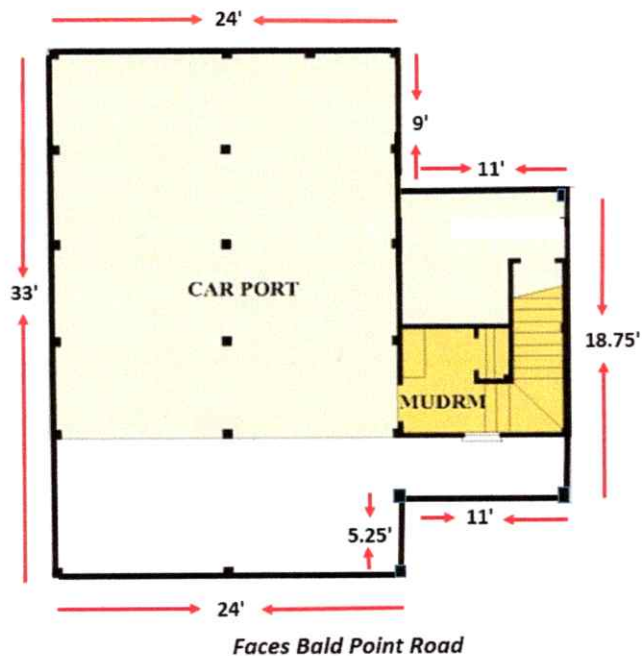
Thank you for your consideration

Sincerely

  
Scott Shanley

(423) 404-2449

998 SQ. FT. "footprint and 1,482 SQ. FT. of heated area











## Vacant Land Contract

1. **Sale and Purchase ("Contract"):** Judith Fournier ("Seller")  
and Scott Shanley ("Buyer")  
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
described as:  
Address: 667 Bald Point #1, BALD POINT, FL 32346  
Legal Description: UNIT 1 BL 10 LOT 85, 86 SOUTHERN DUNES  
SEC 28 /TWP / 6S /RNG 1W of Franklin County, Florida. Real Property ID No.: 12037-28-06S-01W-1051-00  
including all improvements existing on the Property and the following additional property:
2. **Purchase Price:** (U.S. currency) \$ 45,000.00  
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
Escrow Agent's Name: Wakulla Title Company  
Escrow Agent's Contact Person: Jan Colvin  
Escrow Agent's Address: 3004 Crawfordville Hwy, Crawfordville, FL 32327  
Escrow Agent's Phone: 850-926-3934  
Escrow Agent's Email: wakullatitlecompany@gmail.com
- (a) Initial deposit (\$0 if left blank) (Check if applicable)  
☐ accompanies offer  
☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)  
after Effective Date \$ 2,000.00
- (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  
☐ within days (10 days if left blank) after Effective Date \$ 0.00  
☐ within days (3 days if left blank) after expiration of Due Diligence Period \$ 0.00
- (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ 0.00
- (d) Other: \$ 0.00
- (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)  
to be paid at closing by wire transfer or other Collected funds \$ 43,000.00
- (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The  
unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):  
prorating areas of less than a full unit. The purchase price will be \$ per unit based on a  
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in  
accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the  
calculation:
3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
delivered to all parties on or before August 6, 2021, this offer will be withdrawn and Buyer's deposit, if  
any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer  
has signed or initialed and delivered this offer or the final counter-offer.
4. **Closing Date:** This transaction will close on September 10, 2021 ("Closing Date"), unless specifically  
extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,  
but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,  
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
other items.
5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (SS) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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("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 \_\_\_\_\_ 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

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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 10 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 30 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) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank) ("Due Diligence 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 Due Diligence 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 Due Diligence 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 Due Diligence 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.

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(2) ☐ **No Due Diligence Period:** 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 Due Diligence 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 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: \_\_\_\_\_

Site analysis

(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 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

Buyer <sup>SS</sup> ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 5 of 8 pages.

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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 17 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 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.

Joshua E Brown 3029165  
**Seller's Sales Associate/License No.**

Tara Morgan 3362415  
**Buyer's Sales Associate/License No.**

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

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329\* jbrown@obrealty.com  
330 Seller's Sales Associate Email Address  
331  
332\* 8505286385  
333 Seller's Sales Associate Phone Number  
334  
335\* Waypoint Properties  
336 Listing Brokerage  
337  
338\* 3004 Crawfordville Hwy, Crawfordville, FL 3  
339 Listing Brokerage Address

tara@gfaproperty.com  
Buyer's Sales Associate Email Address  
850-695-1002  
Buyer's Sales Associate Phone Number  
GF&A Realty  
Buyer's Brokerage  
Buyer's Brokerage Address

340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract  
341 (Check if applicable)  
342\* ☐ A. Back-up Contract  
343\* ☐ B. Kick Out Clause  
344\* ☐ C. Other

345\* 23. Additional Terms: None  
346  
347  
348  
349  
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360

#### COUNTER-OFFER/REJECTION

361  
362\* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
363 deliver a copy of the acceptance to Seller).  
364\* ☐ Seller rejects Buyer's offer  
365 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before  
366 signing.  
367\* Buyer: Scott Shanley Date: 8/4/2021  
368\* Print name: Scott Shanley  
369\* Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
370\* Print name: \_\_\_\_\_  
371 Buyer's address for purpose of notice:  
372\* Address: \_\_\_\_\_  
373\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
374\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
375\* Print name: \_\_\_\_\_  
376\* Seller: \_\_\_\_\_ Date: \_\_\_\_\_  
377\* Print name: \_\_\_\_\_

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

379\* Address: \_\_\_\_\_

380\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

381\* **Effective Date:** \_\_\_\_\_ **(The date on which the last party signed or initialed and delivered the**  
382 **final offer or counter offer.)**

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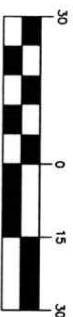
Serial#: 010748-200162-8034986

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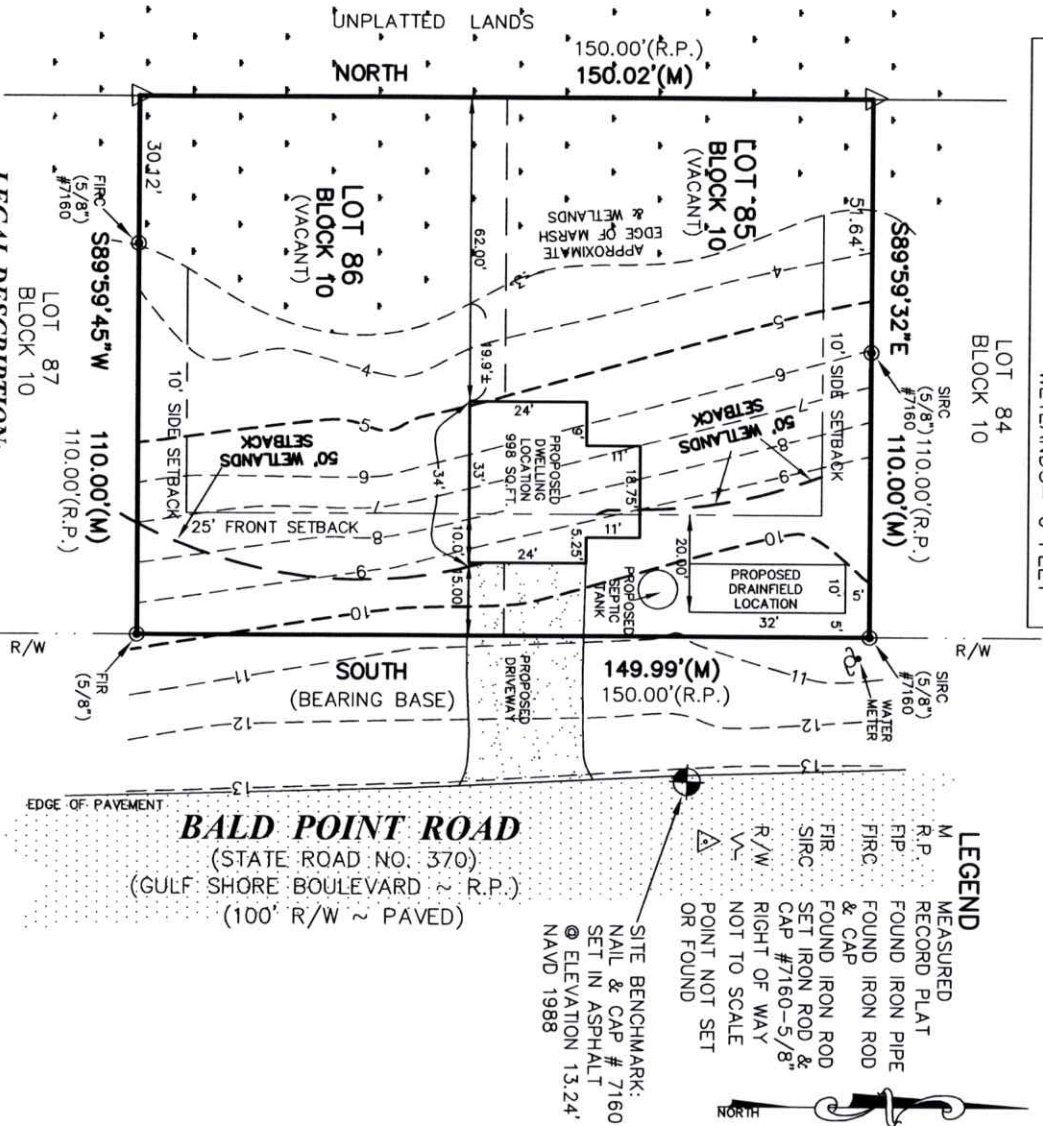
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PLAT OF BOUNDARY & TOPOGRAPHICAL SURVEY CERTIFIED FOR:  
SCOTT SHANLEY

GRAPHIC SCALE



SETBACK ENCROACHMENT:  
DWELLING FRONT= 10 FEET  
SIDE= 0 FEET  
WETLANDS= 34 FEET  
SEPTIC TANK FRONT= 20 FEET  
SIDE= 5 FEET  
WETLANDS= 0 FEET



NOTES:

1. SURVEY SOURCE: Record plat and a field survey performed by the undersigned surveyor.  
2. BEARING REFERENCE: Westerly right of way boundary of BALD POINT ROAD having an assumed bearing of South.  
3. NO IMPROVEMENTS have been located in this survey other than shown hereon.  
4. There are NO VISIBLE ENCROACHMENTS other than those shown hereon.  
5. This survey is dependent upon EXISTING MONUMENTATION.  
6. Not void without the signature and the original raised seal of a Florida licensed surveyor and mapper.  
7. FLOOD ZONES and SETBACKS depicted hereon are not to be used for construction permitting purposes. All FLOOD ZONES and SETBACKS should be verified by the appropriate County Departments.  
8. ELEVATIONS depicted hereon were established using NAVD 1988 datum.

LEGAL DESCRIPTION:

Lots 85 and 86, Block "10" of UNIT ONE OF SOUTHERN DUNES, a subdivision as per map or plat thereof recorded in Plat Book 2, Page 22A of the Public Records of Franklin County, Florida.

FLOOD ZONE INFORMATION:

Subject property is located in Zone "AE (EL 15)" as per Flood Insurance Rate Map Community Panel No: 120088 0315F, index date: February 5, 2014, Franklin County, Florida.

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, land needs, easements or other instruments which could affect the boundaries.

JAMES T. RODDENBERRY  
Surveyor and Mapper  
Florida Certificate No: 4261

<b>TR &amp; A</b>			
Thurman Roddenberry & Associates, Inc.			
P.O. BOX 100 • 173 SHELDON STREET • SOPCHOPPY, FLORIDA 32358			
PHONE NUMBER 850-602-5358 FAX NUMBER 850-602-1185			
DATE: 09/27/21	DRAWN BY: BB	N.B. 656 P. 11	COUNTY: FRANKLIN
FILE: 21993.DWG	DATE OF LAST FIELD WORK: 09/24/21	CHECKED BY:	JOB NUMBER: 21-995





## PLANNING & ZONING ADJUSTMENT BOARD APPLICATION

### FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1. Apalachicola, FL 32320

PHONE: 850-653-9783 FAX: 850-653-9799

<https://www.franklincountyflorida.com/county-government/planning-building/planning-services/>

## ADJUSTMENT BOARD VARIANCE APPLICATION

**Instructions:** Complete application, include a detailed description of request including any necessary information supporting your request, a site plan depicting the proposed request, boundary survey, and an application fee of \$250.00. Return to the following address:

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

RECEIVED  
OCT 08 2021

BY: .....

### PROPERTY OWNER'S INFORMATION

PROPERTY OWNER'S NAME: Bill Thomas, THE ARK FAMILY TRUST

MAILING ADDRESS: P.O. Box 386 CITY/STATE/ZIP: Eastpoint, FL 32328

CONTACT NUMBER: 850-524-6018 EMAIL: bthomas68@gmail.com

AGENT'S NAME: Thomas Dolan Architecture

CONTACT NUMBER: (510) 435 4366 EMAIL: td.arch@live-work.com

### PROPERTY DESCRIPTION

911 ADDRESS: SEE ATTACHED CITY/STATE/ZIP: St. George Island

LOT(S): BLOCK: SUBDIVISION: UNIT:

PARCEL IDENTIFICATION NUMBER:

### JURISDICTION

☐ APALACHICOLA ☐ EASTPOINT ☒ ST. GEORGE ISLAND ☐ CARRABELLE ☐ DOG ISLAND ☐ LANARK  
☐ ST. JAMES ☐ ST. THERESA ☐ ALLIGATOR POINT

### DESCRIPTION OF REQUEST

Constuction of a new community of five cottages and four live-work townhiouses on an eleven-lot property. The project is designed to maximize a sense of community through provision of significant courtyards and common open space. As a result, the cottages in particular are located close to each other and close to the perimeter of the property.

The required variances are justified by the enhanced quality of life and sense of community that will be present in the completed project. Significant planting will soften the impact of the construction.

### OFFICE USE ONLY

ADJUSTMENT BOARD MEETING DATE: APPROVED/DENIED/TABLED:  
BOARD OF COUNTY COMMISSION DATE: APPROVED/DENIED/TABLED:

Page 33

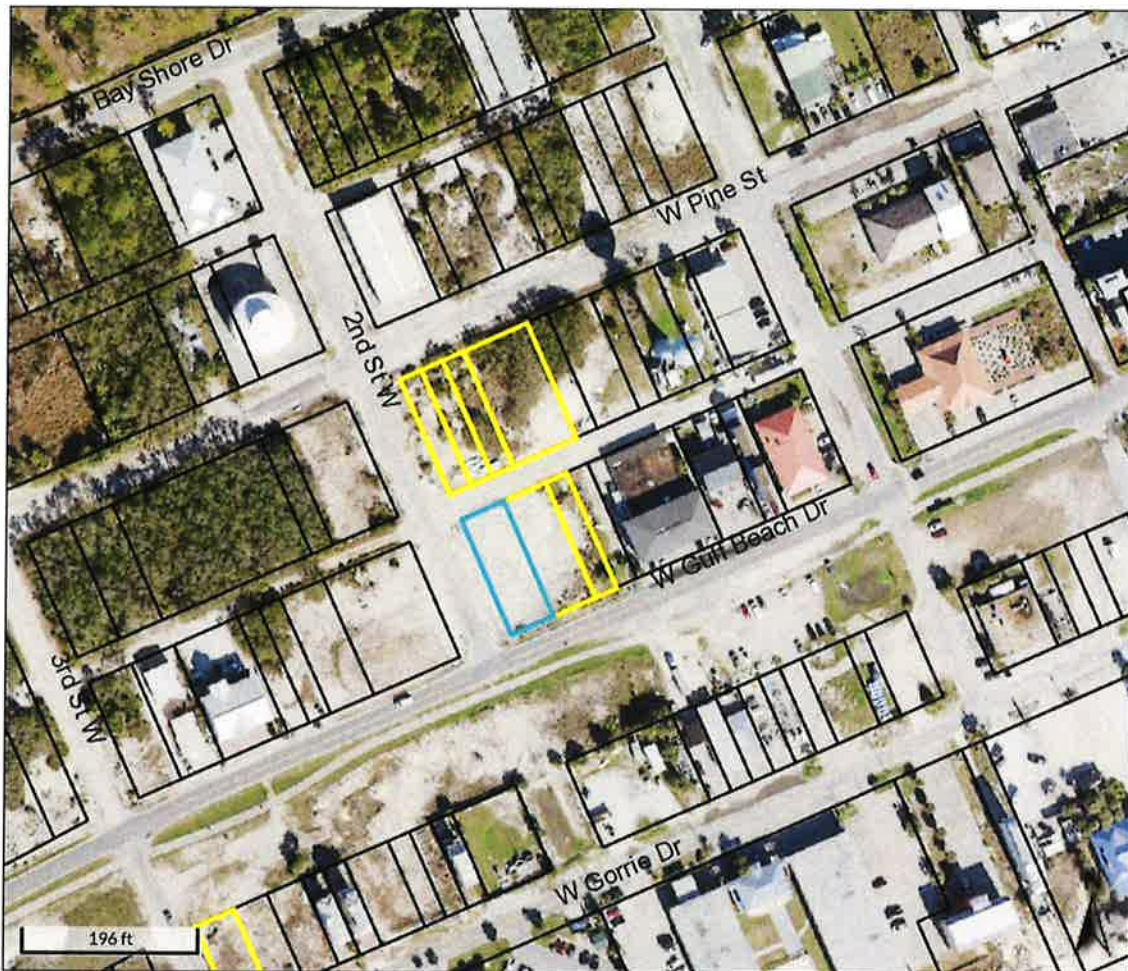
**THIS VARIANCE REQUEST WILL EXPIRE ONE YEAR FROM DATE OF APPROVAL BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSION. EXPIRATION DATE:**

Friday, October 8, 2021

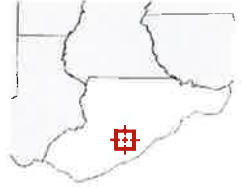
## **Setback Variance Request**

Consideration of a request for a variance to construct 6 S.F. cottages and 4 Live/Work Townhomes across 11 commercial lots on SGI.

- Requesting a variance of 15 feet into the Western side setback off 2nd Avenue for Unit 1 BL 5W Lot 32
- Requesting 20' feet into the Western side setback off 2nd Avenue for Unit 1 BL 5W Lot 1
- 5 feet into the North side setback off Pine Avenue for Unit 1 BL 5W Lots 27-32,
- 5 feet into the Eastern side setback of Unit 1 BL 5W Lot 5



**Overview**



**Legend**

- ☐ Parcels
- ☐ Roads
- ☐ City Labels

<b>Parcel ID</b>	29-09S-06W-7311-005W-0010	<b>Alternate ID</b>	06W09S297311005W0010	<b>Owner Address</b>	THOMAS WILLIAM ARTHUR III
<b>Sec/Twp/Rng</b>	29-9S-6W	<b>Class</b>	VACANT COM		THOMAS CARRO NELSON
<b>Property Address</b>	163 W GULF BCH DR	<b>Acreage</b>	n/a		CO-TRUSTEES P.O. BOX 386
					EASTPOINT, FL 32328

**District** 1  
**Brief Tax Description** UNIT 1 BL 5W  
 (Note: Not to be used on legal documents)

Date created: 10/26/2021  
 Last Data Uploaded: 10/26/2021 7:49:00 AM

Developed by  **Schneider**  
 GEOSPATIAL

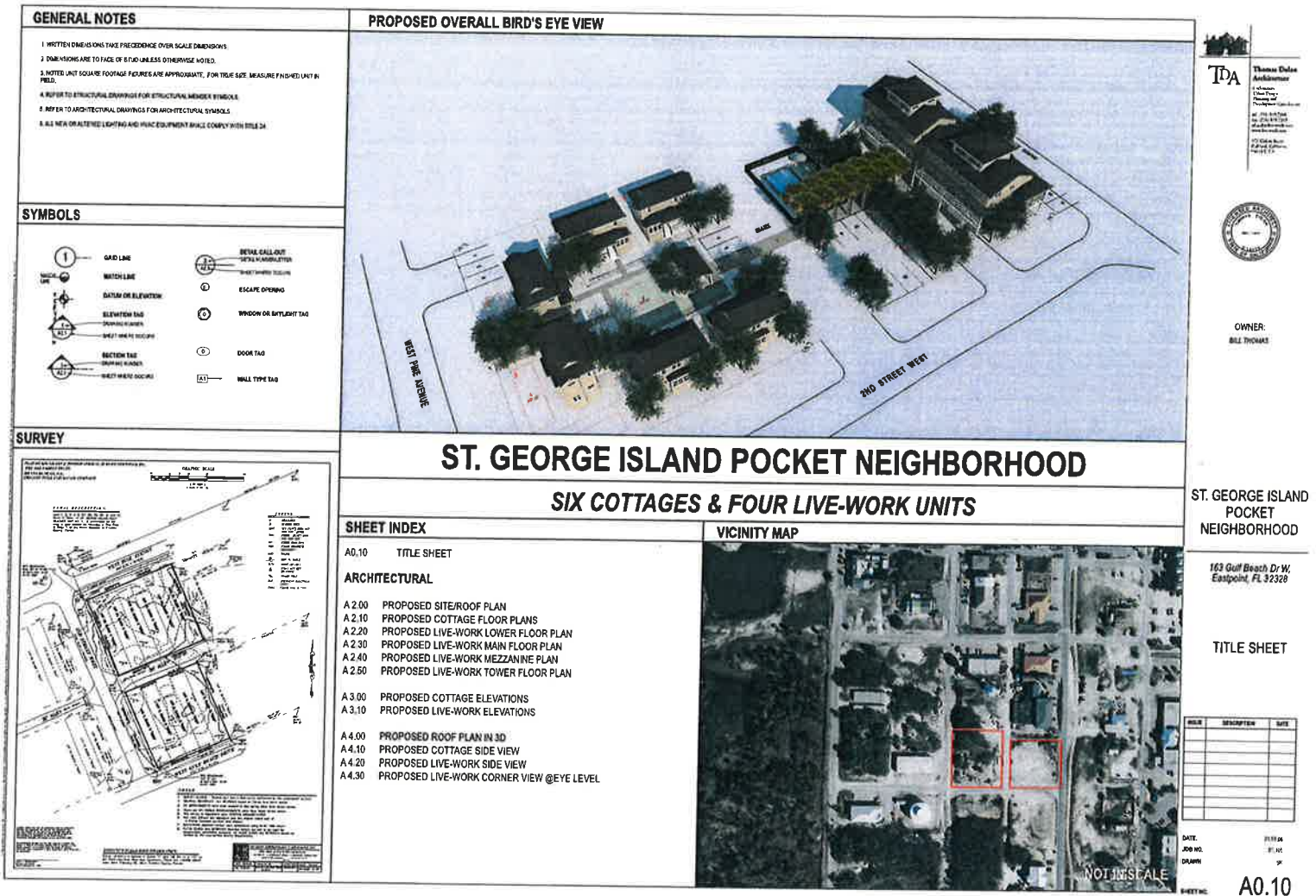
Friday, October 8, 2021

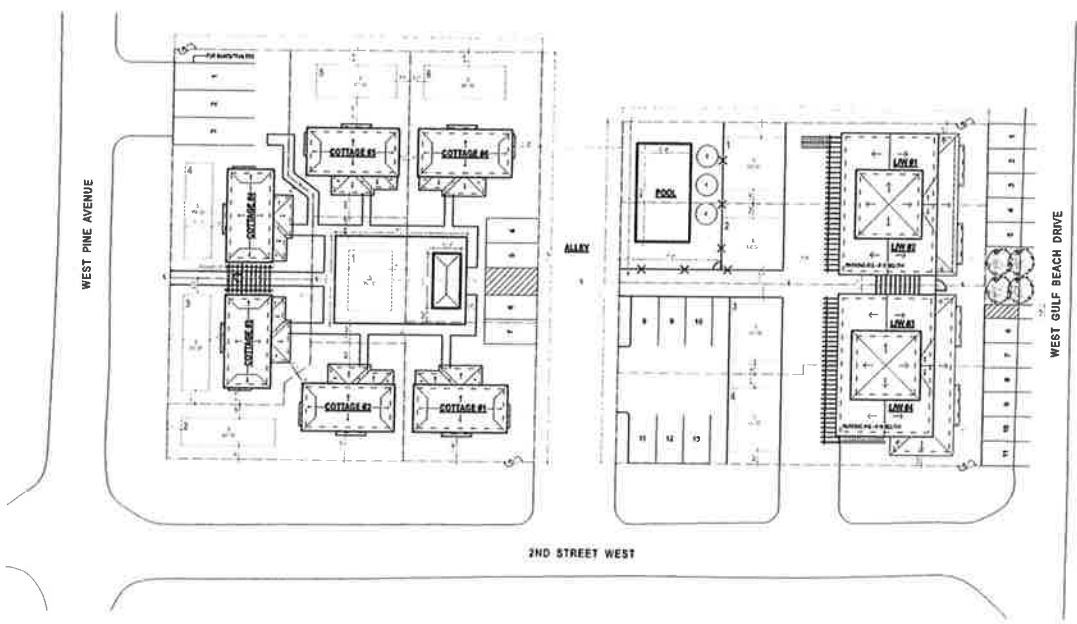
## St George Island Live/Work

### Property Description/Legal

- 147 W Gulf Beach- 29-09S-06W-7311-005W-0050 (UNIT 1 BL 5W Lot 5)
- 155 W Gulf Beach- 29-09S-06W-7311-005W-0030 (UNIT 1 BL 5W Lots 3 & 4)
- 163 W Gulf Beach- 29-09S-06W-7311-005W-0010 (UNIT 1 BL 5W Lots 1 & 2)
- 140 W Pine Ave- 29-09S-06W-7311-005W-0270 (UNIT 1 BL 5W Lots 27, 28, & 29)
- 152 W Pine Ave- 29-09S-06W-7311-005W-0300 (UNIT 1 BL 5W Lot 30)
- 156 W Pine Ave- 29-09S-06W-7311-005W-0310 (UNIT 1 BL 5W Lot 31)
- 160 W Pine Ave- 29-09S-06W-7311-005W-0320 (UNIT 1 BL 5W Lot 32)







1 (P) SITE / ROOF PLAN  
1/16" = 1'-0"

**TDA** Thomas Dale Architects  
Architects  
1000 Highway 1  
P.O. Box 1000  
Gulf Breeze, FL 32561  
904.244.1000  
www.thomasdale.com



OWNER:  
BILL THOMAS

ST. GEORGE ISLAND  
POCKET  
NEIGHBORHOOD

163 Gulf Beach Dr W,  
Eastpoint, FL 32328

PROPOSED  
SITE / ROOF PLAN

DATE	REVISION	BY

DATE: 03/11/10  
JOB NO: 10-100  
DRAWN: BK

SHEET NO: A 2.00



OWNER:  
 BILL THOMAS

ST. GEORGE ISLAND  
 POCKET  
 NEIGHBORHOOD

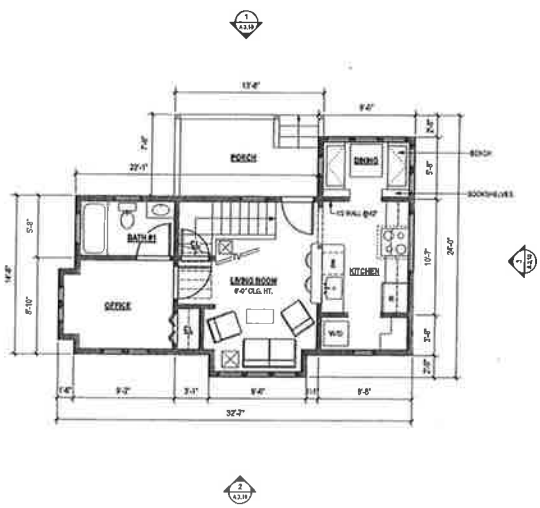
163 Gulf Beach Dr W,  
 Eastpoint, FL 32328

PROPOSED COTTAGE  
 FIRST FLOOR PLAN  
 +  
 SECOND FLOOR PLAN

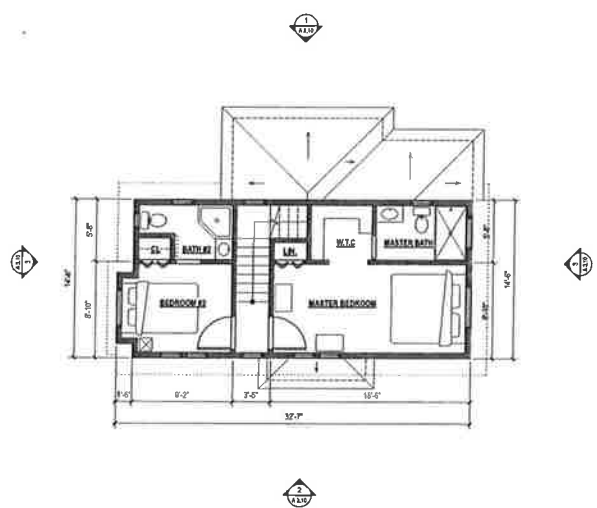
DATE	DESCRIPTION	SHEET

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 JOB NO. 10101  
 DRAWN BY: BTM

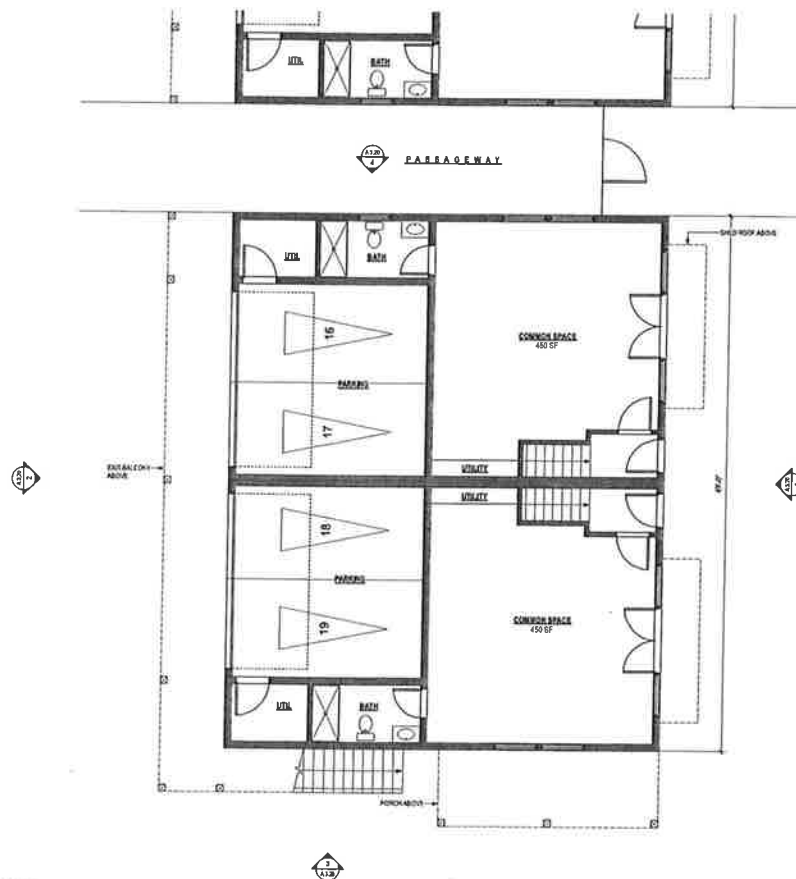
SHEET NO. **A 2.10**



1 (P) COTTAGE FIRST FLOOR PLAN  
 1/4" = 1'-0"



2 (P) COTTAGE SECOND FLOOR PLAN  
 1/4" = 1'-0"



1 (P) LIVE/WORK - LOWER LEVEL  
1/4" = 1'-0"



OWNER:  
BILL THOMAS

ST. GEORGE ISLAND  
POCKET  
NEIGHBORHOOD

163 Gulf Beach Dr W,  
Eastpoint, FL 32328

PROPOSED  
LIVE/WORK  
LOWER LEVEL PLAN

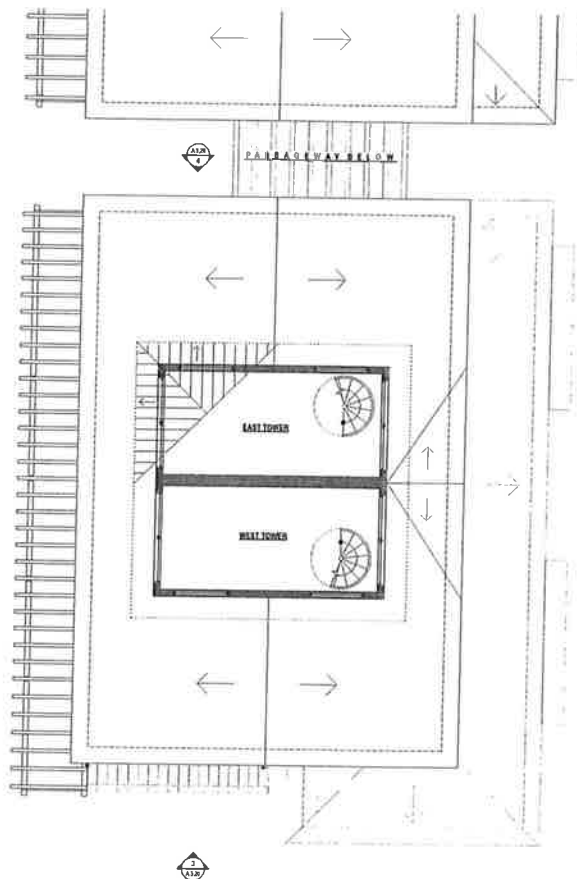
DATE	DESCRIPTION	SHEET

DATE: 11/16/09  
JOB NO. 09-001  
DRAWN BY: JH

SHEET NO: A2.30







1 (P) LIVE/WORK - TOWER  
1/4" = 1'-0"



OWNER:  
BILL THOMAS

ST. GEORGE ISLAND  
POCKET  
NEIGHBORHOOD

163 Gulf Beach Dr W,  
Eastpoint, FL 32328

PROPOSED  
LIVE/WORK  
TOWER  
FLOOR PLAN

REVISION	DESCRIPTION	DATE

DATE: 01/18/08  
JOB NO. 01-101  
DRAWN BY: SP

SHEET NO. A2.60



OWNER:  
BILL THOMAS

ST. GEORGE ISLAND  
POCKET  
NEIGHBORHOOD

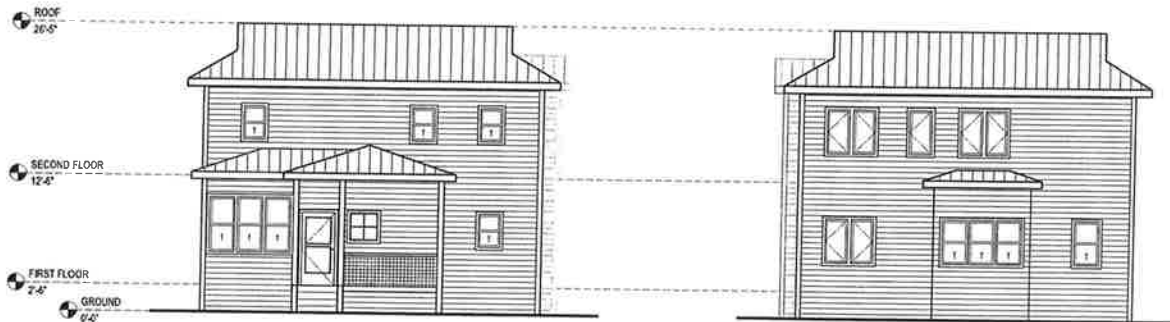
163 Gulf Beach Dr W,  
Eastpoint, FL 32226

PROPOSED COTTAGE  
ELEVATIONS

DATE	DESCRIPTION	DATE

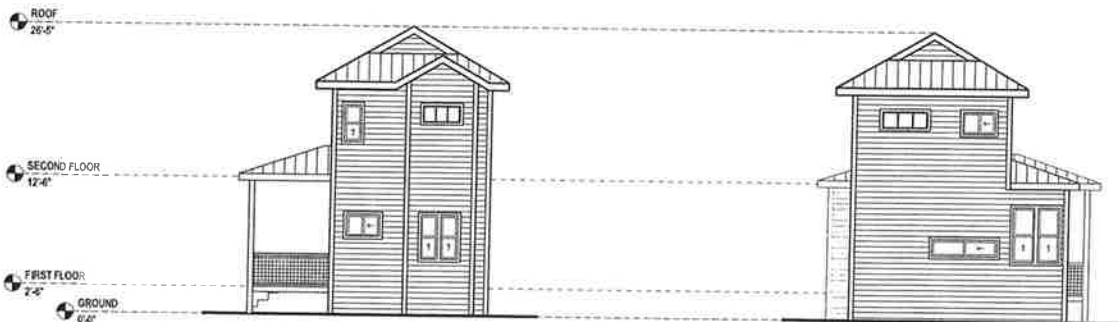
DATE: 01/18/18  
JOB NO.: 18-001  
DRAWN BY: BT

PROJECT NO.: A 3.00



1 (P) COTTAGE FRONT ELEVATION  
1/4" = 1'-0"

2 (P) COTTAGE BACK ELEVATION  
1/4" = 1'-0"



3 (P) COTTAGE RIGHT ELEVATION  
1/4" = 1'-0"

4 (P) COTTAGE LEFT ELEVATION  
1/4" = 1'-0"



**TDA** Thomas D. Anderson  
Architect  
1111 S. W. 1st St., Suite 100  
Fort Lauderdale, FL 33304  
Phone: 754.333.1111  
Fax: 754.333.1112  
Email: tda@tdaarchitect.com



OWNER:  
BILL THOMAS

ST. GEORGE ISLAND  
POCKET  
NEIGHBORHOOD

163 Gulf Beach Dr W,  
Eastpoint, FL 32328

PROPOSED  
LIVE-WORK  
ELEVATIONS

DATE	DESCRIPTION	DATE

DATE: 01/15/08  
JOB NO. 01/08  
DRAWN BY: DT

SHEET NO. **A 3.10**



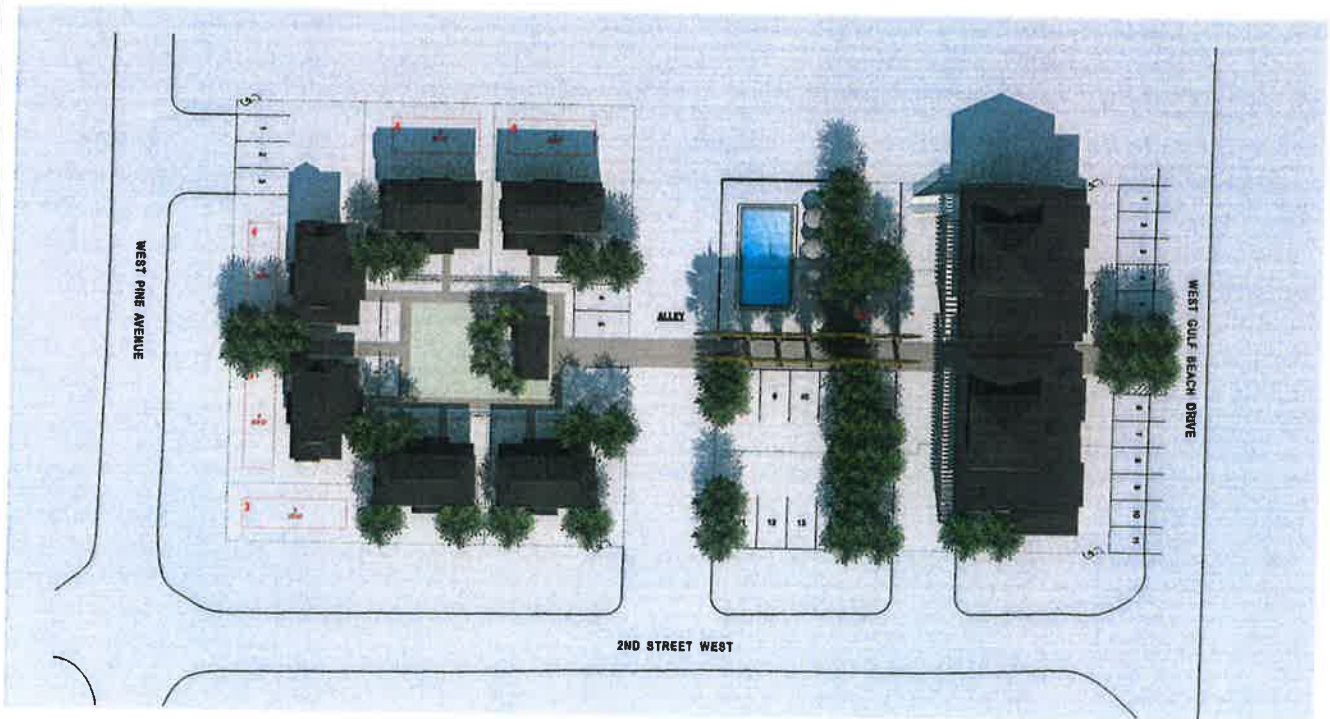
1 (P) LIVE-WORK FRONT ELEVATION  
3/16" = 1'-0"

2 (P) LIVE-WORK BACK ELEVATION  
3/16" = 1'-0"



3 (P) LIVE-WORK RIGHT ELEVATION  
3/16" = 1'-0"

4 (P) LIVE-WORK LEFT ELEVATION  
3/16" = 1'-0"



**TD**  
 Thomas D. Deane  
 Architect  
 1001 W. 1st St.  
 Suite 100  
 Ft. Lauderdale, FL 33304  
 Phone: (954) 561-1111  
 Fax: (954) 561-1112  
 Email: tdd@tdaarchitect.com



OWNER:  
 GEL THOMAS

**ST. GEORGE ISLAND  
 POCKET  
 NEIGHBORHOOD**

163 Gulf Beach Dr W.  
 Eastpoint, FL 32328

PROPOSED  
 ROOF PLAN IN 3D

NO.	DESCRIPTION	DATE

DATE: 12/1/11  
 JOB NO.: 11111  
 DRAWN BY: JH

SHEET NO.: **A 4.00**

1 (P) ROOF PLAN IN 3D  
 NOT TO SCALE



1 (P) COTTAGE SIDE VIEW  
NOT TO SCALE



**Thomas Delon Architects**  
Architects  
Interior Design  
Landscape Architecture  
Planning and  
Construction Management  
1111 N. 1st St., Suite 200  
Tampa, FL 33602  
Phone: 813.244.1111  
Fax: 813.244.1112  
www.thomasdelon.com



OWNER:  
BILL THOMAS

ST. GEORGE ISLAND  
POCKET  
NEIGHBORHOOD

163 Gulf Beach Dr W.  
Eastpoint, FL 32328

PROPOSED  
COTTAGE SIDE VIEW

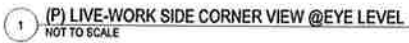
NO.	DESCRIPTION	DATE

DATE: 12/15/10  
JOB NO. 10101  
DRAWN BY: [Signature]

SHEET NO. A4.10









**Thomas Dolan  
Architecture**  
Urban Design  
Planning and  
Development Consultation  
tel. (510) 839-7200  
fax. (510) 839-7219  
td.arch@live-work.com  
www.live-work.com  
877 Clifton Street  
Oakland, California  
94618 U.S.A.



OWNER:  
BILL THOMAS

**ST. GEORGE ISLAND  
POCKET  
NEIGHBORHOOD**

163 Gulf Beach Dr W,  
Eastpoint, FL 32328

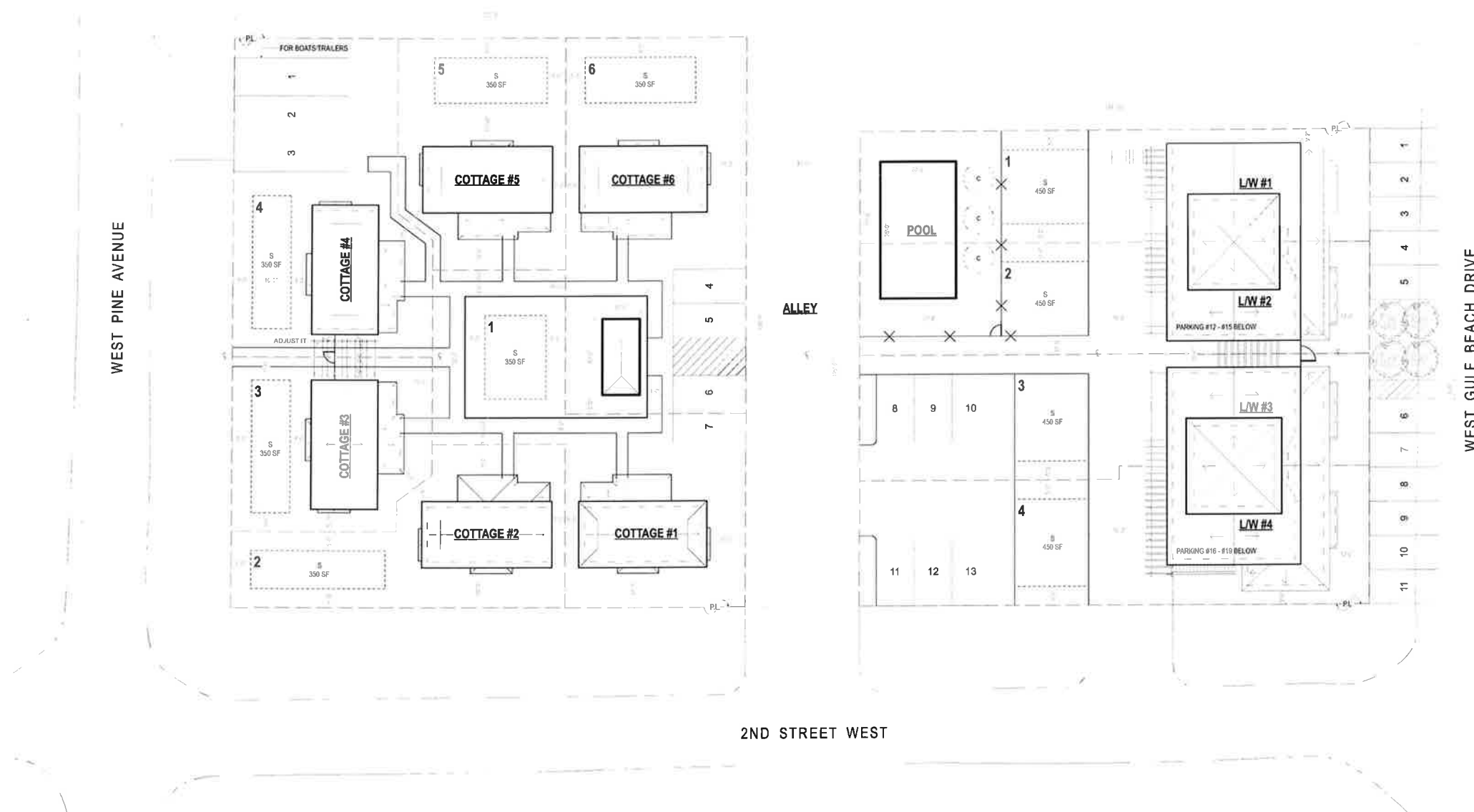
PROPOSED  
SITE / ROOF PLAN

ISSUE	DESCRIPTION	DATE

DATE: 21.10.08  
JOB NO. 21.105  
DRAWN SK

SHEET NO.

**A 2.00**



**(P) SITE / ROOF PLAN**  
1/16" = 1'-0"



## **ADVISORY BOARD OF ADJUSTMENT 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](http://www.franklincountyflorida.com/planning_building.aspx)

## **ADVISORY BOARD OF ADJUSTMENT APPLICATION**

PROPERTY OWNER'S NAME: Charles and Leslie Redding

MAILING ADDRESS: 2008 Dogwood Hill

City/State/Zip: Tallahassee, FL 32308

PHONE #: 850.556.9631

CELL #:

EMAIL: credding2008@gmail.com

AGENT'S NAME:

MAILING ADDRESS:

City/State/Zip:

PHONE #:

CELL #:

EMAIL:

**PROPERTY DESCRIPTION:** 911 Address: 4198 St. Teresa Ave.

Lot/s: 3 & 4

Block: "A"

Subdivision: Cochran Beach

Unit: 1

Parcel Identification #: 30-06S-02W-2070-000A-0030/30-06S-02W-0000-0330-0020

**JURISDICTION:** ☒ Franklin County

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

**LEGAL DESCRIPTION OF THE PROPERTY: (MUST ATTACH LEGAL DESCRIPTION)**

**DESCRIPTION OF REQUEST:** Reduce the required setback from 25' to 10' adjacent to St. Teresa Ave. Right-of-Way.  
See the attached narrative.

**ADVISORY BOARD OF ADJUSTMENT DATE:**

**RECOMMENDED APPROVAL:** ☐ **RECOMMENDED DENIAL:** ☐ **RECOMMENDED TO TABLE:** ☐  
**CONDITIONS:**

**BOARD OF COUNTY COMMISSION MEETING 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. Return to the following address:

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

**THIS VARIANCE REQUEST WILL EXPIRE ONE YEAR FROM DATE OF APPROVAL  
BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONER.**

**REVIEW OF THE BOARD OF ADJUSTMENT APPLICATIONS**  
**AUGUST 2020**

Consideration of a request to construct an addition 15 feet into the front setback off of St. Teresa Avenue. Property described as Lots 3-4, Block A, Cochran Beach, Unit 1, 4198 St. Teresa Avenue, St. Teresa, Franklin County, Florida. Request submitted by Charles and Leslie Redding, applicants.

St. Teresa Avenue is a 40' wide right-of-way in this subdivision. It is not constructed in this area of St. Teresa and probably will not ever be constructed. The only thing that appears to be located in the right-of-way is the electric distribution line. Three of the neighbors, Randy and Cindy Briley, 4194 St. Teresa Ave.; Jeannine McGinn, 4203 St. Teresa Av.; and Lewis Cole Cochran, 4200 St. Teresa Ave., have written letters stating they do not object to the variance.

I find that special condition and circumstances exist which are peculiar to the land, involved and which are not applicable to other lands in the same zoning district, and

the special conditions and circumstances are not the result of an action by the applicant, and

that granting the variance requested will not confer on the applicant any special privilege that is denied by the Franklin County Zoning Ordinance to other lands in the same zoning district, and

that literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant, and

that the variance granted is the minimum variance that will make possible the reasonable use of the land, and

that the grant of the variance will be in harmony with the general intent and purpose of this ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

**I recommend approving this variance request.**



Mark C. Curennton  
County Planner  
July 21, 2020



**Charley and Leslie Redding**  
**4198 St. Teresa Ave**

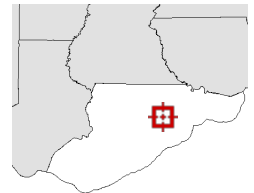
**Setback Variance Request**

- Reduce the required setback along St. Teresa Ave. Right-of-Way (40') from 25' to a 10' setback, matching the existing side setbacks.
- The existing house was built in 1932 with only two (2) bedrooms. The proposed construction will add a Master Bedroom/Bath addition (see attached sketch)
- The north side (Tract #3) and the south side Lots 3 and 4) of St. Teresa Ave. are owned by the Redding's. This section is not paved or developed (see attached aerial) but electric lines are located within the ROW. St. Teresa ROW has been abandoned east of the Cochran lots.
- Briley, Rudd, Costa and STB Church share a common access to US 98 from the St. Teresa Beach Church driveway and don't need or use that portion of St. Teresa Ave. adjacent to our property.
- Cochran and Knox share a driveway to US 98 and don't need or use that portion of St. Teresa Ave. adjacent to our property
- The adjoining lot owners (Briley, McGinn and Cochran) have acknowledged and consented to this request (refer to attached letters)

6/23/20



Overview



Legend

-  Parcels
-  Roads
-  City Labels

<b>Parcel ID</b>	30-06S-02W-2070-000A-0030	<b>Alternate ID</b>	02W06S302070000A0030	<b>Owner Address</b>	REDDING CHARLES R III
<b>Sec/Twp/Rng</b>	30-6S-2W	<b>Class</b>	SINGLE FAM		REDDING LESLIE S AS TRUSTEES
<b>Property Address</b>	4198 ST TERESA AVE	<b>Acreage</b>	0.459		2008 DOGWOOD HILL
					TALLAHASSEE, FL 32308

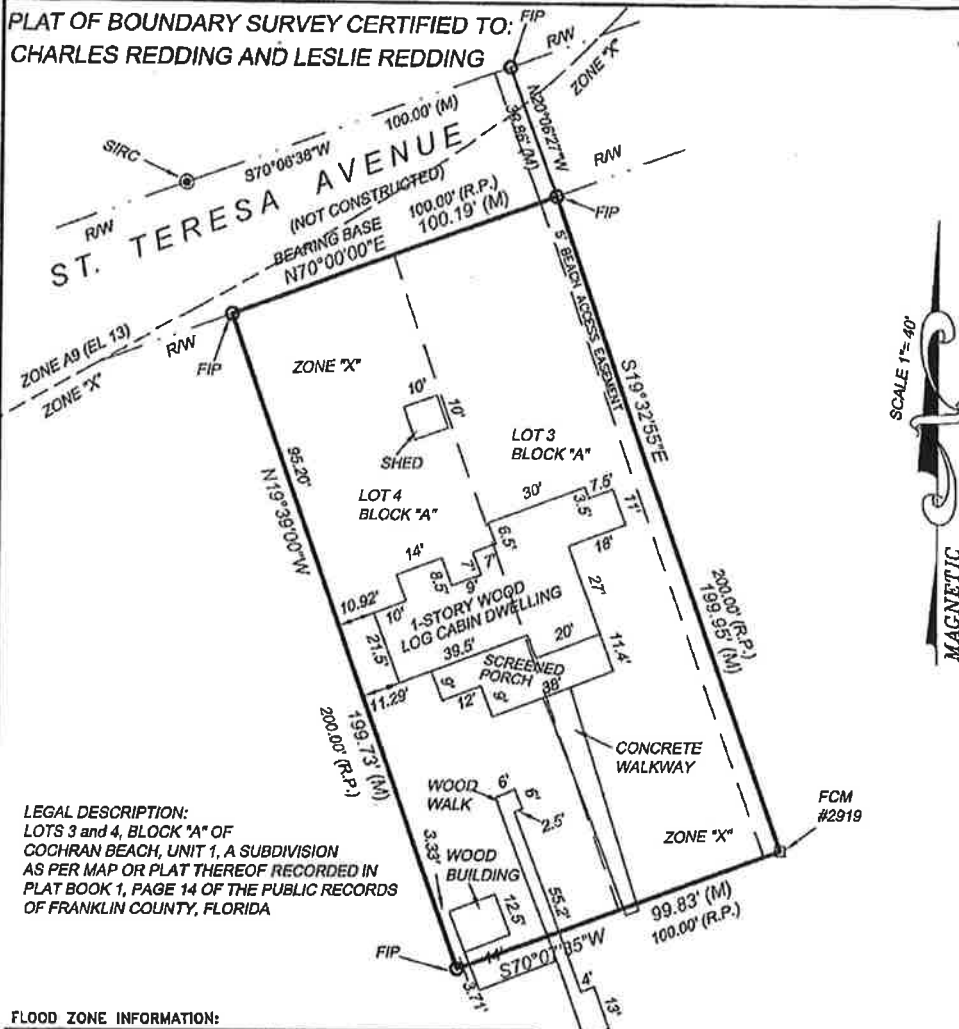
**District** 1  
**Brief Tax Description** BL A

(Note: Not to be used on legal documents)

Date created: 10/26/2021  
 Last Data Uploaded: 10/26/2021 7:49:00 AM

Developed by 

**PLAT OF BOUNDARY SURVEY CERTIFIED TO:  
CHARLES REDDING AND LESLIE REDDING**



**FLOOD ZONE INFORMATION:**

Subject property is located in Zone "A9" (EL 13) and Zone "X" as per Flood Insurance Rate Map Community Panel No. 120088 0290E, index date: June 17, 2002, Franklin County, Florida

REVISED 10/16/12: RECERTIFICATIONS

**NOTES:**

1. **SURVEY SOURCE:** Record deeds, special instructions as per client, and a field survey performed by the undersigned surveyor.
2. **BEARING REFERENCE:** The Southeastly right-of-way boundary of St. Teresa Avenue being North 70 degrees 00 minutes 00 seconds East per record deed.
3. **NO IMPROVEMENTS** have been located in this survey other than shown hereon.
4. There are **NO VISIBLE ENCROACHMENTS** other than those shown hereon.
5. This survey is dependent upon **EXISTING MONUMENTATION**.
6. **Not valid** without the signature and the original raised seal of a Florida licensed surveyor and mapper.
7. See attached sheet for legal description.

**LEGEND**

FIRC	FOUND IRON ROD & CAP
FCM	FOUND CONCRETE MONUMENT
RW	RIGHT-OF-WAY
M	MEASURED
FIP	FOUND IRON PIPE

I hereby certify that this is a true and correct representation of the property shown hereon and that this survey meets the minimum technical standards for land surveying (Chapter 61G17-6, Florida Administrative Code).

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, easements, unrecorded deeds, easements or other instruments which could affect the boundaries.

JAMES A. RODDENBERRY  
Surveyor and Mapper  
Florida Certificate No. 4261



**THURMAN RODDENBERRY & ASSOCIATES, INC**

PROFESSIONAL SURVEYORS AND MAPPERS

P.O. BOX 300 • 125 SHERIDAN STREET • SOPCHOPPY, FLORIDA 32358

PHONE NUMBER: 850-962-0336 FAX NUMBER: 850-962-1103  
L.B. # 7260

DATE: 8/01/02

DRAWN BY: TR

N.B. 348 Pg 43

COUNTY: Franklin

FILE: 02428.DWG

DATE OF LAST FIELD WORK:  
3/13/12

JOB NUMBER: 02-429



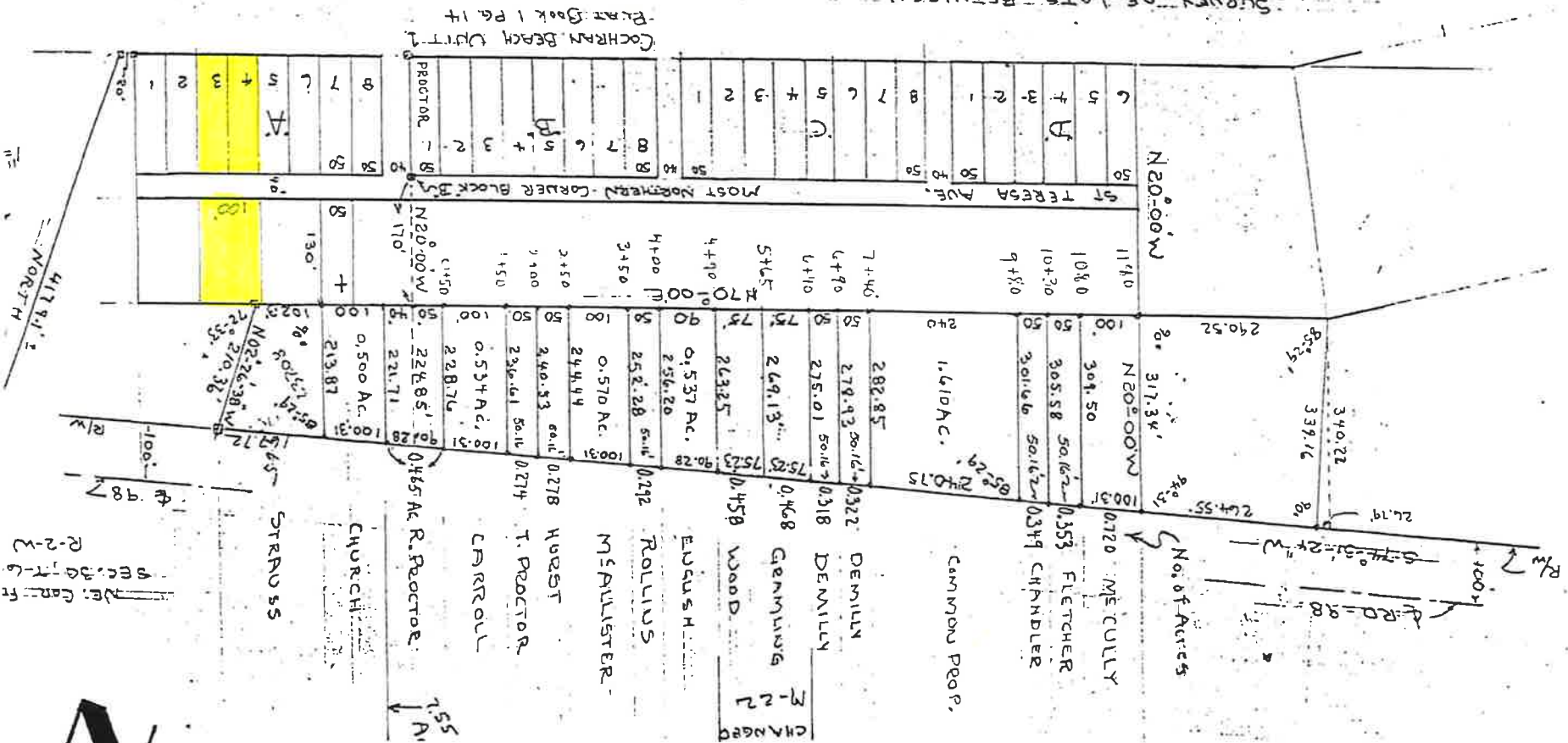




LEGAL-DESCRIPTIONS ATTACHED.  
3 SHEETS.

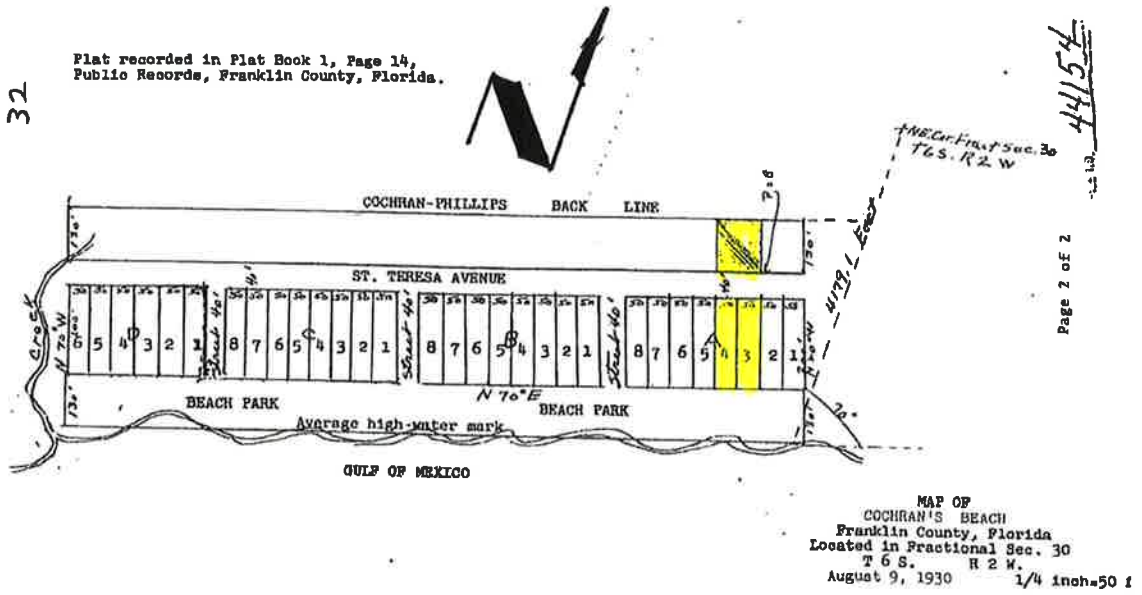
SURVEY OF LOTS BETWEEN  
COCHRAN BEACH UNIT 1 AND  
STATE RD 98, FRANKLIN  
COUNTY, FLORIDA.

By: C.A. Mansfield  
March 20 1979



32

Flat recorded in Plat Book 1, Page 14,  
Public Records, Franklin County, Florida.



Page 2 of 2



## Redding Lots

Write a description for your map.

### Legend

Feature 1









Looking South at Existing House



St. Teresa Ave ROW



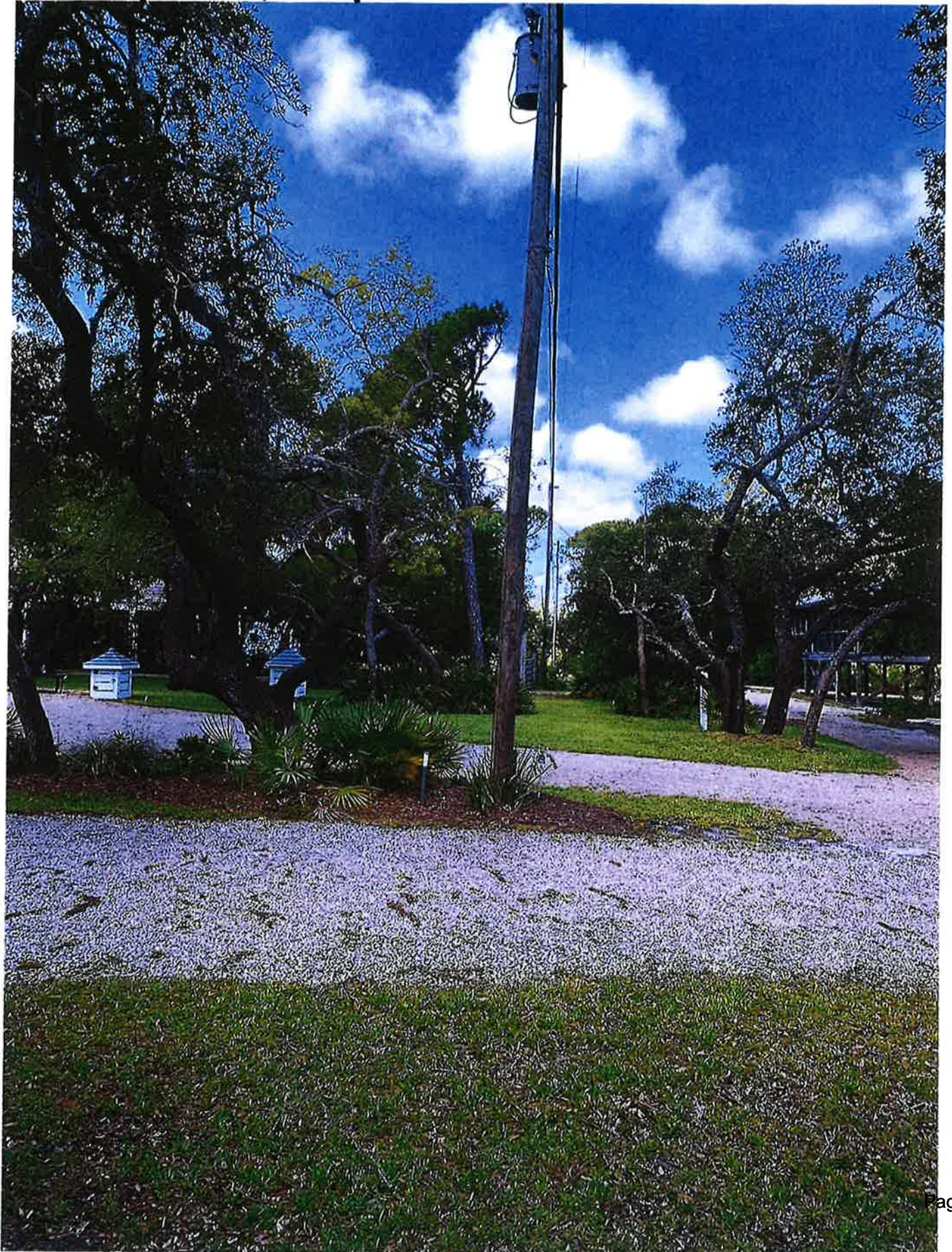
Looking North toward US98



St. Teresa Ave ROW



Looking West, only Electric Lines



St. Teresa ROW



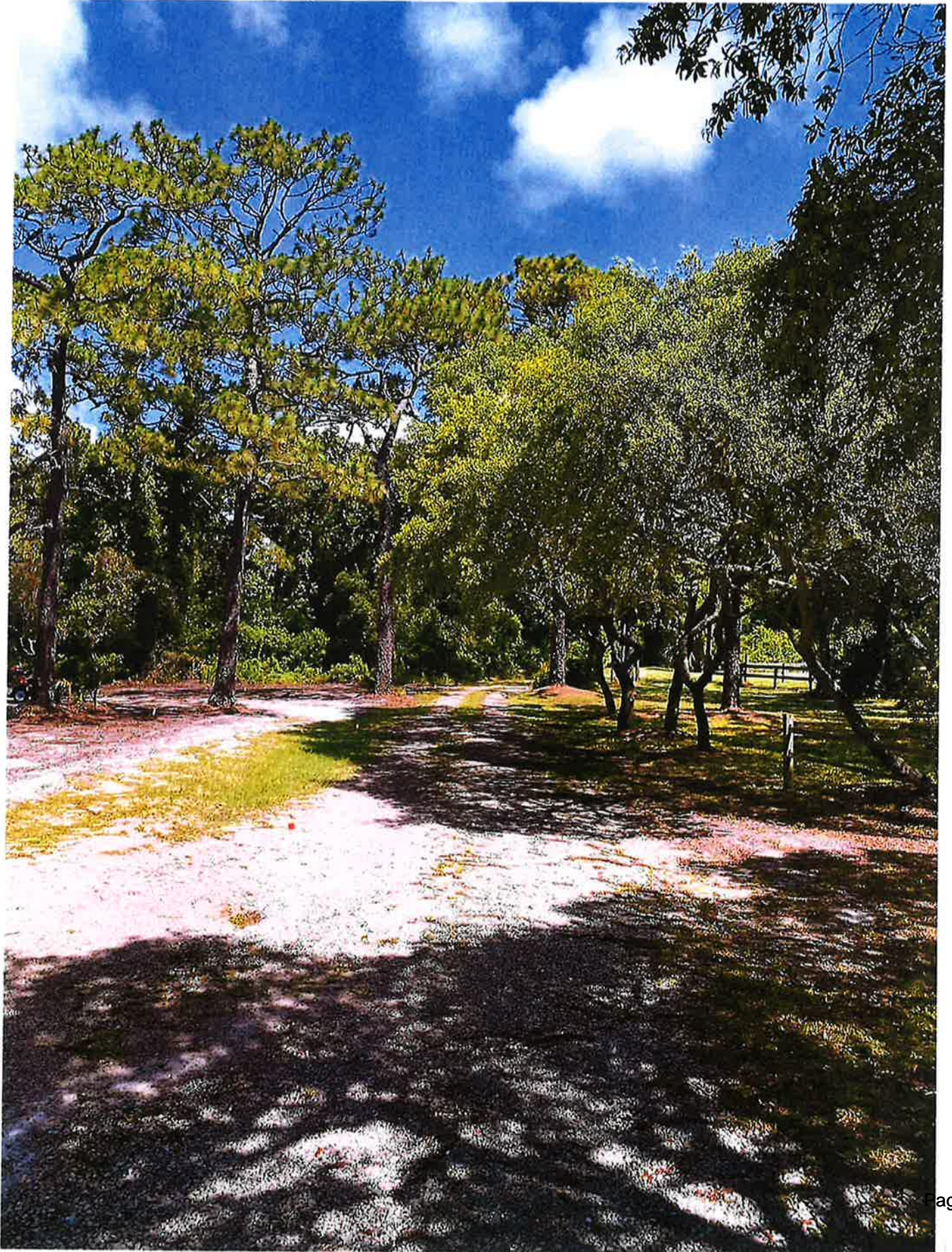
Looking East, same Electric Lines



St. Teresa Ave ROW



4198 Driveway from 4698

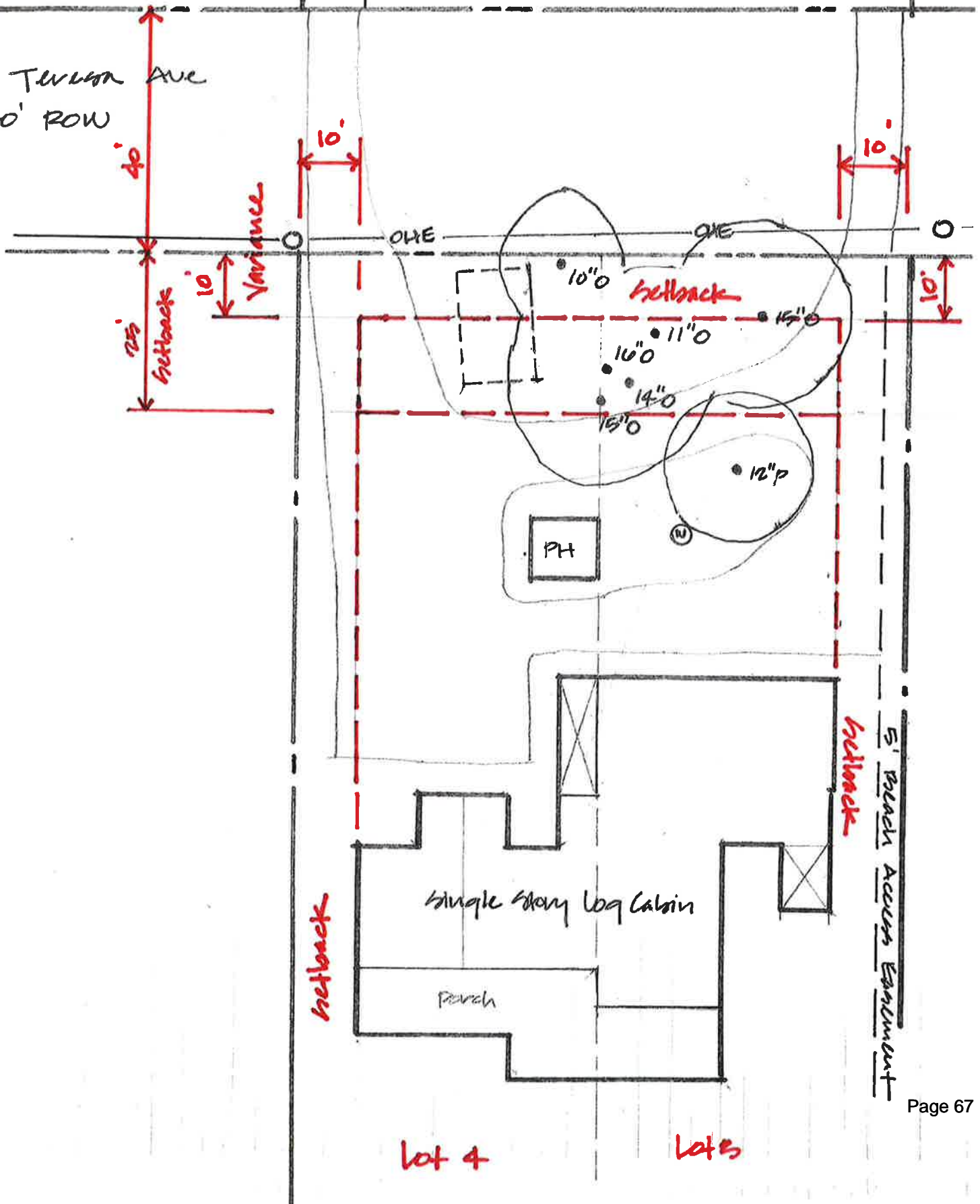


St. Teresa Ave ROW



Tract 3 (100' x 130')

St. Turley Ave  
40' ROW



St. Teresa Ave  
40' ROW

40. E/W

10' setback:  
Variance

10' setback

~~New Addition~~

5' Beach Access Easement

Single story log cabin

Perich

lots 3 and 4 Block "A"  
Cochran Beach - Unit 1



June 11, 2020

Franklin Co. Planning & Building  
34 Forbes St, Suite 1  
Apalachicola, FL 32320

Attn: Mark Curenton  
Franklin Co. Planner

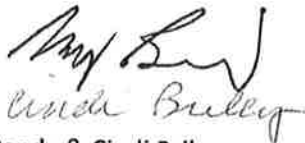
Ref: Charley & Leslie Redding  
4198 St. Teresa Ave.  
Setback Variance Application

Dear Mr. Curenton,

Our St. Teresa Beach House is adjacent to the Redding's and they have discussed building a Master Bedroom behind their main house. We fully support reducing the required 25' setback to a 10' setback from St. Teresa Ave.

If you have questions, please let us know.

Thanks,

A handwritten signature in black ink, appearing to read "Randy & Cindi Briley".

Randy & Cindi Briley  
4194 St. Teresa Ave.  
850 545 4142

June 11, 2020

Franklin Co. Planning & Building  
34 Forbes St, Suite 1  
Apalachicola, FL 32320

Attn: Mark Curenton  
Franklin Co. Planner

**Ref: Charley & Leslie Redding  
4198 St. Teresa Ave.  
Setback Variance Application**

Dear Mr. Curenton,

My St. Teresa Beach House is adjacent to the Redding's and they have discussed building a Master Bedroom behind their main house. I fully support reducing the required 25' setback to a 10' setback from St. Teresa Ave.

If you have questions, please let me know.

Thanks,

Jeannine McGinn  
4203 St. Teresa Ave.

32358  
*Jeannine McGinn*  
904-501-3444

June 12, 2020

Franklin Co. Planning & Building  
34 Forbes St, Suite 1  
Apalachicola, FL 32320

Attn: Mark Curenton  
Franklin Co. Planner

**Ref: Charley & Leslie Redding  
4198 St. Teresa Ave.  
Setback Variance Application**

Dear Mr. Curenton,

Our Family Home at St. Teresa Beach House is next door to the Redding's. We're aware that they want to build a Master Bedroom behind their main house. We fully support reducing the required 25' setback to a 10' setback from St. Teresa Ave.

If you have questions, please let us know.

Thanks,

Cole Cochran  
4200 St. Teresa Ave.

Faye Woolf  
4200 St. Teresa Ave.



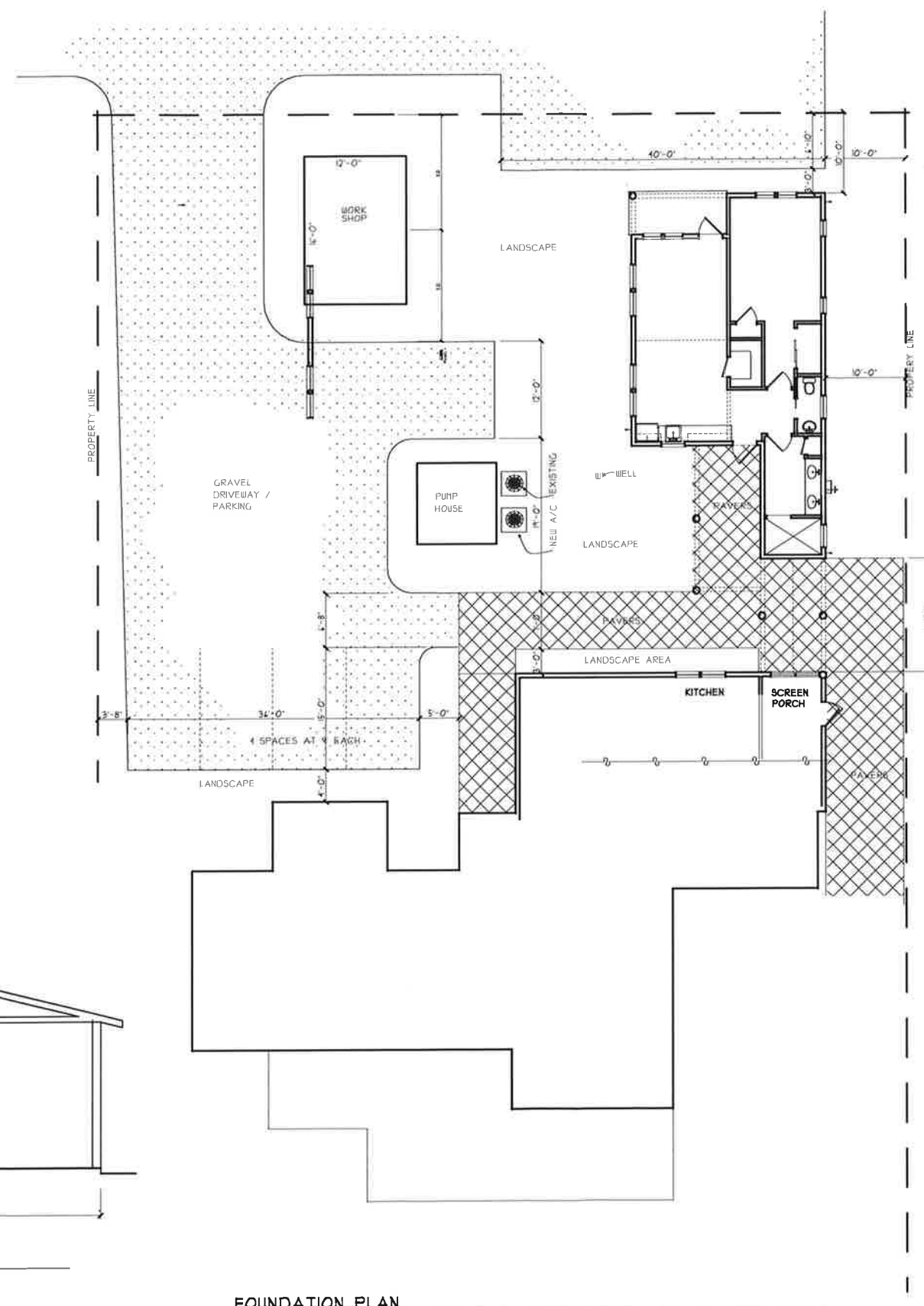
AREA	SQ. FT.
H/C LIVING AREA	796
PORCHES	342
TOTAL UNDER ROOF	1138

SHEET  
1





REV. DATE  
2-5-2021  
JOB #  
20-086  
SHEET  
2  
OF 3



**FOUNDATION PLAN**  
SCALE: 1/4"=1'-0"



### 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.franklincountysflorida.com/planning\\_building.aspx](http://www.franklincountysflorida.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: Ryan Lawson

Contact Information: Home #: 850-528-7121

Cell #: 850-528-7121

Mailing Address: 6274 Pine Fair Way

City/State/Zip: Tallahassee, FL 32309

EMAIL Address: ryan

@llelectrical.com

Contractor Name: DAVID KEITH

Business Name: DOCKS 4 LESS

Contact Information: Office #: 850-508-0469

Cell #: 850-508-0469

State License #:

County Registration #:

Mailing Address: 270 BAYWOOD DR.

City/State/Zip: CARRABELLE, FL 32322

EMAIL Address:

@

PROPERTY DESCRIPTION: 911 Address: 19 Carousel Terrace Alligator Point

Lot/s: 9 Block: \_\_\_\_\_ Subdivision: Holiday Beach Unit: 1

Parcel Identification #: 01-07S-02W-1031-0000-0090

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: Single-family dock less than 1,000 square feet consisting of a 6' x 30' marginal dock, and a 12' x 24' boat slip with a lift.

ZONING DISTRICT: \_\_\_\_\_ CONTRACT COST: \$ 30,000.00

TOTAL SQUARE FOOT: \_\_\_\_\_ FOUNDATION TYPE: \_\_\_\_\_

ROOF MATERIAL: \_\_\_\_\_

APPROVED BY: ☐ Planning & Zoning Date: \_\_\_\_\_ ☐ County Commissioners Date: \_\_\_\_\_

WATER BODY: unnamed man made canal

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

BUILDING OFFICIAL

Date

OWNER (Required)

Date

CONTRACTOR (Required)

Date





#### Overview



#### Legend

- ☐ Parcels
- ☐ Roads
- ☐ City Labels

Parcel ID	01-07S-02W-1031-0000-0090	Alternate ID	02W07S01103100000090	Owner Address	LAWSON RYAN WALKER & JULIE C
Sec/Twp/Rng	1-7S-2W	Class	VACANT		5019 METZKE LANE
Property Address	19 CAROUSEL TER	Acreage	0.183		TALLAHASSEE, FL 32303
	ALLIGATOR POINT				
District	7				
Brief Tax Description	LOT 9 HOLIDAY BEACH				
	(Note: Not to be used on legal documents)				

Date created: 9/22/2021

Last Data Uploaded: 9/22/2021 7:44:09 AM

Developed by  Schneider  
GEOSPATIAL



## **FRANKLIN COUNTY DOCK 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.franklincountyflorida.com/planning\\_building.aspx](http://www.franklincountyflorida.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: Ryan Lawson

Contact Information: Home #: 850-528-7121

Cell #: 850-528-7121

Mailing Address: 6274 Pine Fair Way

City/State/Zip: Tallahassee, FL 32309

EMAIL Address: ryan@llelectrical.com

**PROPERTY DESCRIPTION:** 911 Address: 19 Carousel Terrace

Lot/s: 9

Block: \_\_\_\_\_

Subdivision: Holiday Beach

Unit: 1

Parcel Identification #: 01-07S-02W-1031-0000-0090

**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: ML
- 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: ML
- 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: ML
- 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: ML
- 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: ML
- 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: ML
- I understand that the lot must be kept in natural vegetation within the Critical Habitat Zone. INITIAL: ML
- 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: ML
- 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: ML

- I understand that the dock must be constructed on pilings set a minimum of eight (8) feet apart center to center. INITIAL: mm
- 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: mm
- 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: mm
- 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: mm
- I understand the type and location of fixtures must be included on a diagram of dock or pier and submitted with permit application. INITIAL: mm
- 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: mm

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

mm 9-6-21  
Contractor/Owner Signature: Date

Ryan Lawson  
Contractor/Owner Printed Name:

**State of Florida  
County of Franklin**

I, \_\_\_\_\_, who is personally known or provided the following identification \_\_\_\_\_, on this day \_\_\_\_ of \_\_\_\_\_, 20\_\_ 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:** \_\_\_\_\_

**SEAL:**

\_\_\_\_\_  
Printed Name



## NOTICE OF COMMENCEMENT

Space Reserved For Recording: \_\_\_\_\_

PERMIT # \_\_\_\_\_ PARCEL ID # \_\_\_\_\_

STATE OF FLORIDA, COUNTY OF FRANKLIN

The **UNDERSIGNED** hereby gives notice that improvements will be made to certain real property, an in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

**LEGAL DESCRIPTION OF PROPERTY:** (Include Street Address)

\_\_\_\_\_

\_\_\_\_\_

**General Description of Improvements:** \_\_\_\_\_

**Owner Information or Lessee Information Contracted For The Improvements:**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

**Owner's Interest In Site Of The Improvement:** \_\_\_\_\_

**Name & Address Of Fee Simple Titleholder:** \_\_\_\_\_

(If Different From Owner Listed Above):

**Contractor's Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Surety: (If Applicable, A Copy Of The Payment Bond Is Attached):** \_\_\_\_\_

**Name & Address:** \_\_\_\_\_ **Amount: \$** \_\_\_\_\_

**Lender Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**PERSONS WITH IN THE STATE OF FLORIDA DESIGNATED BY THE OWNER UPON WHOM NOTICES OR OTHER DOCUMENTS MAY BE SERVED AS PROVIDED FOR BY FLORIDA STATUTE 713.13(1) (A) 7.**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**IN ADDITION TO HIMSELF OR HERSELF, OWNER DESIGNATES THE FOLLOWING PERSON(S) TO RECEIVE A COPY OF THE LEINOR'S NOTICE AS PROVIDED IN SECTION 713.13 (1)(B) FLORIDA STATUTES:**

\_\_\_\_\_

**EXPIRATION DATE OF NOTICE OF COMMENCEMENT (THE EXPIRATION DATE IS ONE (1) YEAR FROM THE DAT 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 JOBSITE 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.**

**NOTARY SEAL:**

**Owner/Agent Signature:** \_\_\_\_\_

**Printed Name:** Ryan Lawson

**Sworn to me this** \_\_\_\_\_ **day of** \_\_\_\_\_ **In the year of 20** \_\_\_\_\_

**Notary Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_



## 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.franklincountysflorida.com/planning\\_building.aspx](http://www.franklincountysflorida.com/planning_building.aspx)

PERMIT # \_\_\_\_\_

FEE: \$ \_\_\_\_\_

RADON: \$ \_\_\_\_\_

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

#### APPLICATION MUST BE COMPLETE: (Incomplete applications will be review once it has)

Property Owner/s: Ryan Lawson

Contact Information: Home #: 850-528-7121

Cell #: 850-528-7121

Mailing Address: 6274 Pine Fair Way

City/State/Zip: Tallahassee, FL 32309

EMAIL Address: ryan@llelectrical.com

Contractor Name: DAVID KEITH

Business Name: DOCKS 4 LESS

Contact Information: Office #: 850-508-0469

Cell #: 850-508-0469

State License #: \_\_\_\_\_

County Registration #: \_\_\_\_\_

Mailing Address: 270 BAYWOOD DR.

City/State/Zip: CARRABELLE, FL 32322

EMAIL Address: \_\_\_\_\_

**PROPERTY DESCRIPTION:** 911 Address: 19 Carousel Terrace, Alligator Point 32346

Lot/s: 9 Block: \_\_\_\_\_ Subdivision: Holiday Beach Unit: 1

Parcel Identification #: 01-07S-02W-1031-0000-0090

**JURISDICTION:** ☐ Franklin County

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

**DESCRIPTION OF DEVELOPMENT:** Construction of a seawall along the shoreline of a man made canal as authorized by DEP.

**ZONING DISTRICT:** \_\_\_\_\_ **CONTRACT COST:** \$ 30,000.00

HEATED SQ FT: N/A UN-HEATED SQ FT: N/A TOTAL SQUARE FOOT: N/A

ROOF MATERIAL: N/A FOUNDATION TYPE: N/A LOT DEMENSION: N/A

NO. OF STORIES: N/A STORAGE SQ FOOTAGE: N/A GAS UTILITIES: N/A

(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: \_\_\_\_\_

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

FLOODPLAIN ADMIN.

DATE

OWNER/CONTRACTOR

DATE



## SUPPLEMENTAL 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
- \_\_\_\_\_ Water & Sewer Letter
- \_\_\_\_\_ 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
- \_\_\_\_\_ V Zone Certification (If Applicable)
- \_\_\_\_\_ Smart Vent Certification (If Applicable)
- \_\_\_\_\_ Elevation Affidavit
- \_\_\_\_\_ Non Conversion Agreement

### COMMERCIAL: (Additional to Residential)

- \_\_\_\_\_ P&Z Approval Notice
- \_\_\_\_\_ BOA Approval Notice
- \_\_\_\_\_ BCC Approval Notice
- \_\_\_\_\_ DEP Storm Water Permit/Exemption
- \_\_\_\_\_ DBPR 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
Propane: _____	<input type="checkbox"/> Registered	Siding: _____	<input type="checkbox"/> Registered
Concrete: _____	<input type="checkbox"/> Registered	Other: _____	<input type="checkbox"/> Registered
Piling: _____	<input type="checkbox"/> Registered	Other: _____	<input type="checkbox"/> Registered





## FLORIDA DEPARTMENT OF Environmental Protection

Northwest District  
160 W. Government Street, Suite 308  
Pensacola, Florida 32502-5740  
NWD\_EPOST@dep.state.fl.us

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Interim Secretary

August 17, 2021

Ryan Lawson  
19 Carousel Ter  
Panacea, FL, 32346-5140  
[ryan@llelectric.com](mailto:ryan@llelectric.com)

File No.: 0405730-001-EE/19 (Seawall)  
0405730-003-EE/19 (Dock), Franklin County

Dear Mr. Lawson:

On June 17, 2021, we received your request for verification of exemption to perform the following activities:

To construct a single-family dock less than 1000 square feet and to construct a 102 linear foot seawall within a residential man-made canal, Class III Florida Waters, Prohibited Shellfish Harvesting Area. The project is located at 19 Carousel Terrace, Alligator Point, Florida 32346, Parcel No. 01-07S-02W-1031-0000-0090, in Section 1, Township 7 South, Range 2 West in Franklin County; 29°53'53.7444" North Latitude, -84°23'15.2388" West Longitude.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

**Your projects qualifies for all three.** 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 – Verified**

Based on the information submitted, the Department has verified that the activities as proposed are exempt, under Rule 62-330.051(5)(c) and (12)(a), Florida Administrative Code (F.A.C.) under Section 403.813(1)(i), Florida Statutes (F.S.) from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

**2. Proprietary Review – Not Required**

The activity does not appear to be located on sovereign submerged lands, and does not require further authorization under Chapters 253 or 258, F.S. or Chapters 18-20 or 18-21, F.A.C.

**3. Federal Review – SPGP – Approved**

**0405730-001-EE/19 -Seawall**

**0405730-003-EE/19 – Dock**

Your proposed activities as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit VI, and a **SEPARATE permit** or authorization **will not be required** from the Corps. Please note that the Federal authorization expires on July 27, 2026. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 15 of the SPGP VI 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 VI with all terms and conditions and the General Conditions may be found online in the Jacksonville District Regulatory Division Sourcebook:

(<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 letter. 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 a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

### 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@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov). 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 21 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 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the



decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

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 may not apply to persons who have not received a clear point of entry.

#### 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@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov), 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 Emily Hotinger at the letterhead address, at (850)595-0651, or at [Emily.Hotinger@FloridaDEP.gov](mailto:Emily.Hotinger@FloridaDEP.gov)

#### **EXECUTION AND CLERKING**

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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Emily Hotinger  
Environmental Specialist  
Submerged Lands and Environmental Resources Program

#### **Attachment(s):**

1. Rule 62-330.051(5)(c) & (12)(a), F.A.C. and Section 403.813(1)(i), F.S., 1 page
2. Special Conditions for Federal Authorization for SPGP V-R1, 4 pages
3. General Conditions for Federal Authorization for SPGP V-R1, 2 pages
4. Standard Manatee Conditions for In-Water Work, 2 pages
5. Project Drawings, 4 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:

Jennifer Waltrip, FDEP, [Jennifer.Waltrip@FloridaDEP.gov](mailto:Jennifer.Waltrip@FloridaDEP.gov)  
Blake Chapman, FDEP, [Blake.A.Chapman@FloridaDEP.gov](mailto:Blake.A.Chapman@FloridaDEP.gov)  
Emily Hotinger, FDEP, [Emily.Hotinger@FloridaDEP.gov](mailto:Emily.Hotinger@FloridaDEP.gov)  
Ryan Lawson, Applicant, [ryan@llelectrical.com](mailto:ryan@llelectrical.com)  
Aaron Sarchet, Consultant, [asarchet@felsi.org](mailto:asarchet@felsi.org)  
FWC, [FWCConservationPlanningServices@myfwc.com](mailto:FWCConservationPlanningServices@myfwc.com)  
County, [twade@cityofapalachicola.com](mailto:twade@cityofapalachicola.com), [administrator@mycarrabelle.com](mailto:administrator@mycarrabelle.com),  
[cityclerk@mycarrabelle.com](mailto:cityclerk@mycarrabelle.com), [amyh@fairpoint.net](mailto:amyh@fairpoint.net), [michael@franklincountyflorida.com](mailto:michael@franklincountyflorida.com)

#### **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

August 17, 2021

Date

**62-330.051 Exempt Activities.**

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

**(5) Dock, Pier, Boat Ramp and Other Boating-related Work –**

(c) Construction of private docks or piers of 1,000 square feet or less of over-water surface area in artificial waters in accordance with section 403.813(1)(i), F.S., and within residential canal systems legally in existence under chapter 403 or part IV of chapter 373,

F.S. This includes associated structures such as roofs and boat lifts, provided the cumulative square footage of the dock or pier and all associated structures located over wetlands and other surface waters does not exceed 1,000 square feet.

**(12) Construction, Replacement, Restoration, Enhancement, and Repair of Seawall, Riprap, and Other Shoreline Stabilization –**

(a) Construction, replacement, and repair of seawalls or riprap in artificially created waterways under section 403.813(1)(i), F.S., and within residential canal systems legally in existence under chapter 403 or part IV of chapter 373, F.S, including only that backfilling needed to level the land behind seawalls or riprap.

**403.813 Permits issued at district centers; exceptions.—**

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, and a local government may not require a person claiming this exception to provide further department verification, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(i) The construction of private docks of 1,000 square feet or less of over-water surface area and seawalls in artificially created waterways when such construction will not violate existing water quality standards, impede navigation, or affect flood control. This exemption does not apply to the construction of vertical seawalls in estuaries or lagoons unless the proposed construction is within an existing manmade canal where the shoreline is currently occupied in whole or part by vertical seawalls.



### **Special Conditions for Federal Authorizations for SPGP VI-R1**

1. Authorization, design and construction must adhere to the terms of the SPGP VI instrument including the General Conditions for All Projects, Special Conditions for All Projects, Applicable activity-specific special conditions, Procedure and Work Authorized sections.
2. Design and construction must adhere to the PDCs for In-Water Activities (Attachment 28, from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).
3. All activities must be performed during daylight hours (Reference: JAXBO PDC AP.6.).
4. For all projects involving the installation of piles, sheet piles, concrete slab walls or boatlift I-beams (Reference Categories A, B and C of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86):
  - a. Construction methods limited to trench and fill, pilot hole (auger or drop punch), jetting, vibratory, and impact hammer (however, impact hammer limited to installing no more than 5 per day).
  - b. Material limited to wood piles with a 14-inch diameter or less, concrete piles with a 24-inch diameter/width or less, metal pipe piles with a 36-inch diameter or less, metal boatlift I-beams, concrete slab walls, vinyl sheet piles, and metal sheet piles.
  - c. 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.).
  - d. 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).
5. The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” (Attachment 29).
6. 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 Archeologist at 904-232-3270 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 Archeologist at 904-232-3270 shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.
7. 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.
8. Mangroves. The design and construction of a Project must comply with the following (Reference: JAXBO PDCs AP.3 and AP.12.):
  - a. All projects must be sited and designed to avoid or minimize impacts to mangroves.
  - b. Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:
    - (1) Removal to install up to a 4-ft-wide walkway for a dock.
    - (2) Removal of mangroves above the mean high water line (MHWL) provided that the tree does not have any prop roots that extend into the water below the MHWL.
    - (3) Mangrove trimming. Mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree.
      - (a) Projects with associated mangrove trimming waterward of the MHWL are authorized if the trimming: (a) occurs within the area where the authorized structures are placed or will be placed (i.e., removal of branches that overhang a dock or lift),
      - (b) is necessary to provide temporary construction access, and (c) is conducted in a



manner that avoids any unnecessary trimming.

(c) Projects proposing to remove red mangrove prop roots waterward of the MHWL are not authorized, except for removal to install the dock walkways as described above.

9. For Projects authorized under this SPGP VI 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.
10. Notifications to the Corps. For all authorizations under this SPGP VI, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:
  - a. Commencement Notification. Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" form (Attachment 8).
  - 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 9) 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 10).
  - 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-2015-2575 on all submittals.



11. The District Engineer reserves the right to require that any request for authorization under this SPGP VI be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP VI does not automatically guarantee Federal authorization.
12. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
13. Failure to comply with all conditions of the SPGP VI constitutes a violation of the Federal authorization.
14. The SPGP VI will be valid through the expiration date 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 expiration date, is not contrary to the public interest. The SPGP VI will not be extended beyond the expiration date but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP VI will be evaluated by the Corps.
15. If the SPGP VI 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 VI will remain in effect provided the activity is completed within 12 months of the date the SPGP VI expired or was revoked.

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

16. Chickees must be less than 500 ft<sup>2</sup> and support no more than 2 slips (Reference: JAXBO PDC A2.1.6.).
17. The design and construction of a Project over marsh (emergent vegetation) must comply with the following:
  - a. The piling-supported structure shall be aligned so as to have the smallest over-marsh footprint as practicable.
  - b. The over-marsh portion of the piling-supported structure (decking) shall be elevated to at least 4 feet above the marsh floor.
  - c. The width of the piling-supported is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.
18. Mangroves. For pile-supported structures, the following additional requirements for mangroves found 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” U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) shall apply:

- a. The width of the piling-supported structure is limited to a maximum of 4 feet.
- b. Mangrove clearing is restricted to the width of the piling-supported structure.
- c. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.

19. Regarding SAV, the design and construction of a Project must comply with the following:

a. A pile supported structure

(1) 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

(2) 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), but outside of 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) will be constructed to the following standards:

(a) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then SAV is presumed present and the pile-supported structure 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*” U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of SPGP, two uncovered boatlifts are allowed.

(i) If the pile supported structure is currently serviceable, repair and replacement may occur in the same footprint without completion of a benthic survey.

(ii) Boatlifts and minor structures in Monroe County may be installed within existing boat slips without completion of a SAV survey. Boatlift accessory structures, like catwalks, shall adhere to “*Construction Guidelines in Florida for Minor Piling- Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat*” U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) if a SAV survey has not been completed.

(iii) A marginal dock may be constructed a maximum of 5 feet overwater, as



measured from the waterward face (wet face) of the seawall).

(b) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), then the pile-supported structure 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" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(i) If the pile supported structure is currently serviceable, repair and replacement may occur in the same footprint without completion of a benthic survey.

(ii) Boatlifts may be installed within existing boat slips without completion of a SAV survey.

(iii) A marginal dock may be constructed a maximum of 5 feet overwater, as measured from the waterward face (wet face) of the seawall).

(c) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), then no design restrictions are required and boatlifts may include a cover.

(d) 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 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) but not within Johnson's seagrass critical habitat will be constructed to the following standards:

(iii) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then seagrass is presumed present and the pile-supported structure 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" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) with the sole exception of the number of allowable boat lifts. For the purposes of this permit, two uncovered boatlifts are allowed.

(e) If a survey is performed in accordance with the methods described in the



Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), THEN pile-supported structure 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" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(f) If a survey is performed in accordance with the methods described in the procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), THEN no design restrictions are required and boatlifts may include a cover.

(g) A pile supported structure located within Johnson's seagrass critical habitat will be constructed to the following standards:

(i) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then seagrass is presumed present and the pile-supported structure 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" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) with the sole exception of the number of allowable boat lifts. For the purposes of this permit, two uncovered boatlifts are allowed.

(ii) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent and the project is

1. A dock replacement in the same footprint, no design restrictions are required.
2. A new dock or dock expansion THEN pile-supported structure 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" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(iii) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), then pile-supported structure 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” U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

20. North Atlantic Right Whale. The attached North Atlantic Right Whale Information Form (Attachment 30) 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 the North Atlantic Right Whale Information Form to their authorizations for any dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of an inlet that leads to areas within the known range of North Atlantic right whale. These zones, with an 11 nm radius, are described by the North Atlantic Right Whale Educational Sign Zones, Attachment 7 (from Section 2.1.1.4 of JAXBO, pages 31 and 32, inclusive). (Reference JAXBO PDC A2.4).
21. 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. 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: (<https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>). The signs required to be posted by area are stated below: <https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>
  - (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) Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.
  - (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.
22. 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. 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) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.

(2) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

23. 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.).
24. 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.).
25. Aids to Navigation (ATONs). ATONs 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.).
26. Aids to Navigation (ATONs) in Acropora critical habitat. The distance from ATONs to ESA-listed corals and Acropora critical habitat (Attachment 20) 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.).
27. Within Loggerhead sea turtle critical habitat (Reference: JAXBO PDC A2.15.):
- (1) ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the Northwest Atlantic Distinct Population Segment (NWA DPS) of loggerhead sea turtle critical habitat.
- (2) No other pile-supported structures are allowed in nearshore reproductive habitat.

**General Conditions for All Projects:**



1. The time limit for completing the work authorized ends on July 27, 2026.
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 (Attachment 10) 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.



**STANDARD MANATEE CONDITIONS FOR IN-WATER WORK**  
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

**CAUTION: MANATEE HABITAT**

**All project vessels**

**IDLE SPEED / NO WAKE**

When a manatee is within 50 feet of work  
all in-water activities must

**SHUT DOWN**

Report any collision with or injury to a manatee:

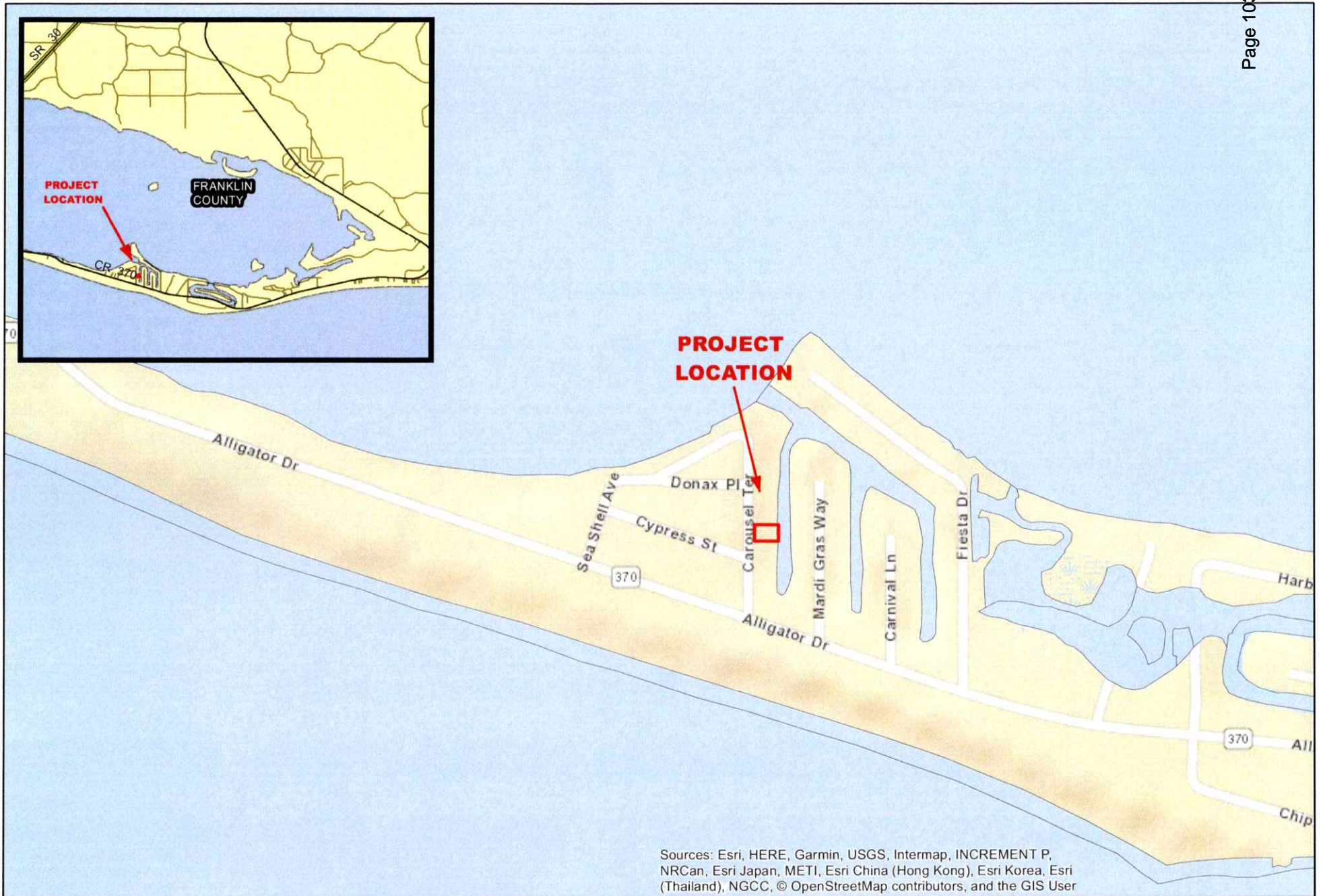
**Wildlife Alert:**




**1-888-404-FWCC(3922)**

cell \*FWC or #FWC







<div><div><div>Florida Environmental &amp; Land Services Inc.</div><div>221-4 DELTA COURT TALLAHASSEE, FL 32303 (850) 385-6255</div></div></div>	PROJECT:	TITLE:				<div><div></div>Parcel Boundary (0.21 Acres)</div> <div><div><div>N</div></div><div><div>02254509001,350</div><div>Feet</div></div></div> <div>PIN #01-07S-02W-1031-0000-0090</div>	Page:
	19 Carousel Terrace	DATE:	BY:	CHECK:	FELSI PROJECT #		1
	FRANKLIN COUNTY, FLORIDA	5/17/2021	NC	EP	21-1902		Of:
							1








**Florida Environmental & Land Services Inc.**  
 221-4 DELTA COURT  
 TALLAHASSEE, FL 32303  
 (850) 385-6255

PROJECT:  
**19 Carousel Terrace**  
 FRANKLIN COUNTY, FLORIDA

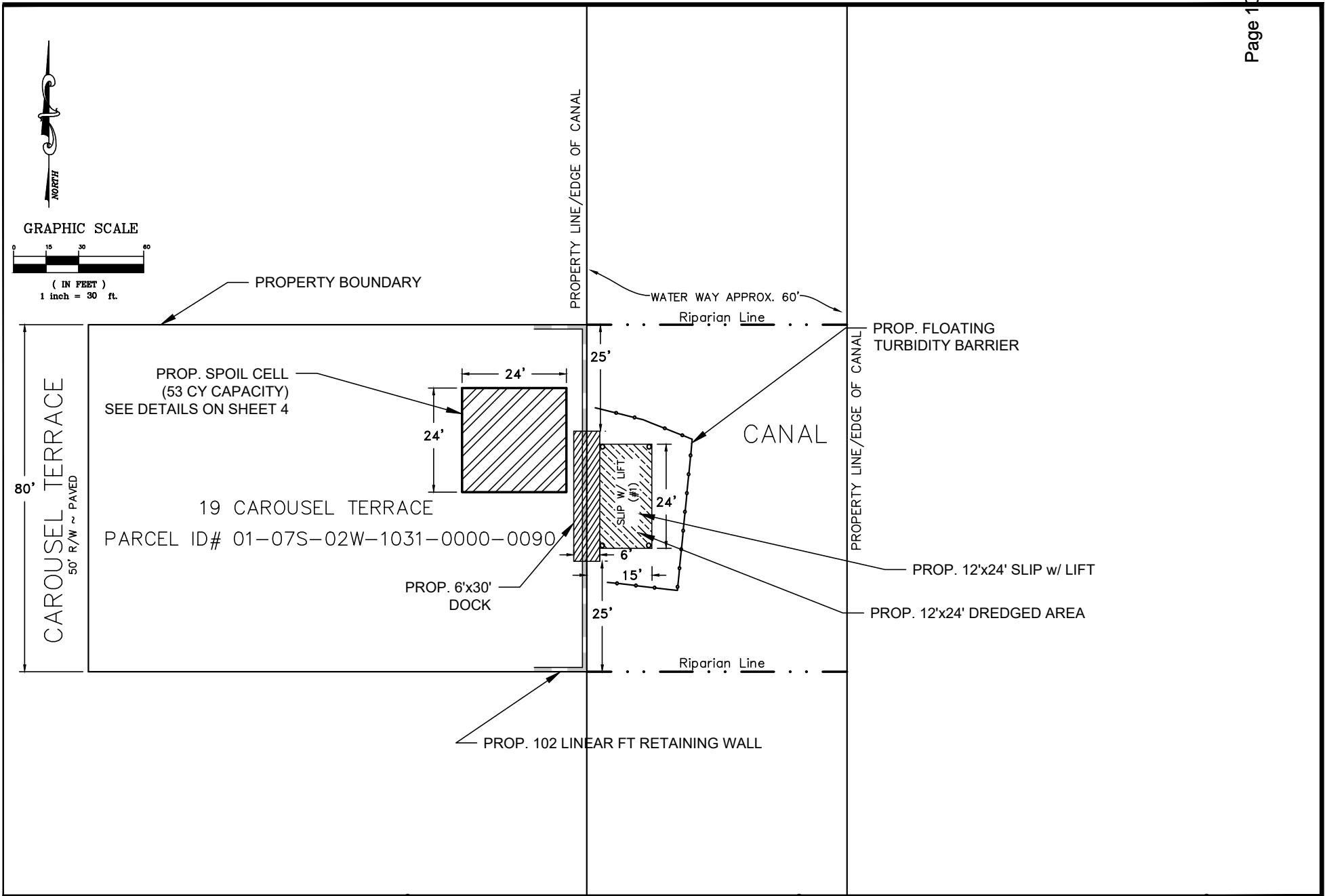
TITLE:  
**Figure 2 - Aerial**

DATE:	BY:	CHECK:	PROJECT #:
5/17/2021	NC	EP	21-1902

 Parcel Boundary (0.21 Acres)  
 Soils (SSURGO)  
 2'Contours (NFWMD)

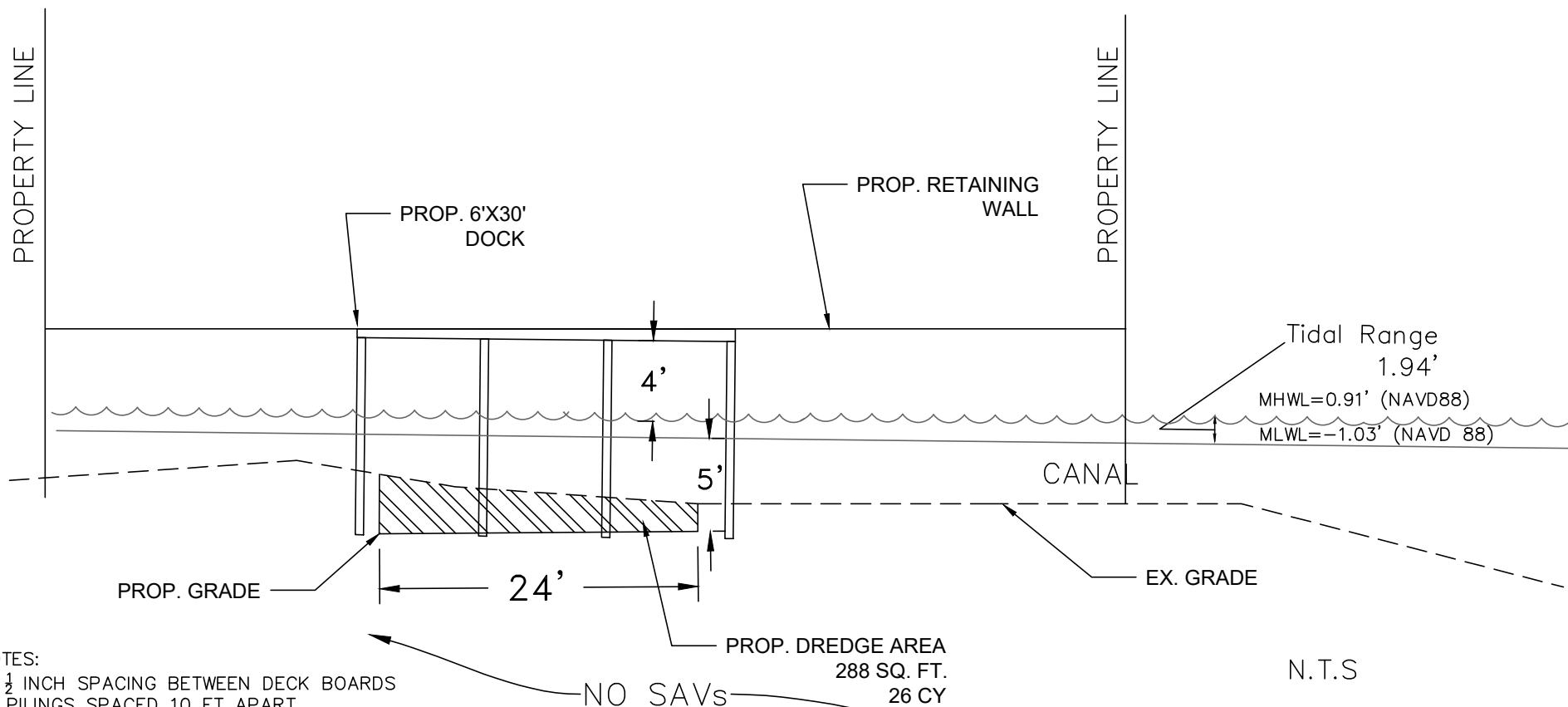

  
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221-4 DELTA COURT TALLAHASSEE, FLORIDA 32303 850-385-6255 (VOICE) 850-385-6355 (FAX)	PROJECT <b>LAWSON DOCK</b>  FRANKLIN COUNTY, FL	TITLE <b>PLAN VIEW</b> PROPOSED CONDITIONS				PAGE: 1
		DATE 10-20-2021	BY: BCW	CHK: EP	PROJ: 21-1902	OF: 4





NOTES:

- 1) 1/2 INCH SPACING BETWEEN DECK BOARDS
- 2) PILINGS SPACED 10 FT APART
- 3) DOCK WILL BE ELEVATED 5 FEET ABOVE MHWL
- 4) WOOD PLANKING WILL BE NO MORE THAN 8 INCHES WIDE
- 5) DREDGING TO EXTEND ONLY 5 FEET BELOW MLWL

PROJECT

**LAWSON DOCK**

**FRANKLIN COUNTY, FL**

TITLE

**SECTION VIEW  
PROPOSED CONDITIONS**

DATE

10-20-2021

BY:

BCW

CHK:

EP

PROJ:

21-1902

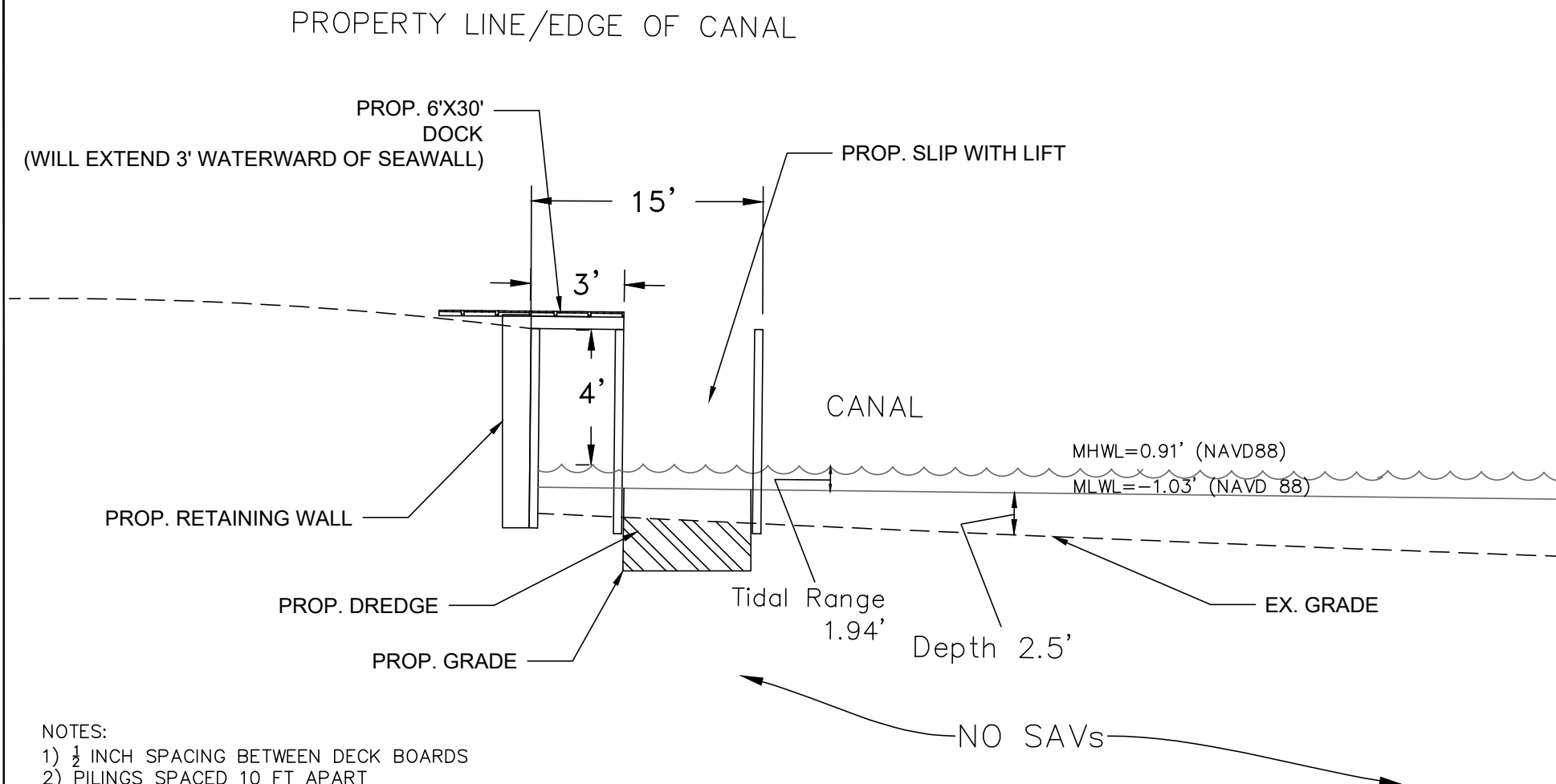
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OF: 4

221-4 DELTA COURT  
TALLAHASSEE, FLORIDA 32303  
850-385-6255 (VOICE) 850-385-6355 (FAX)





NOTES:

- 1) 1/2 INCH SPACING BETWEEN DECK BOARDS
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N.T.S

PROJECT

LAWSON DOCK

FRANKLIN COUNTY, FL

TITLE

SECTION VIEW  
PROPOSED CONDITIONS

DATE 10-20-2021

BY: BCW

CHK: EP

PROJ: 21-1902

PAGE:

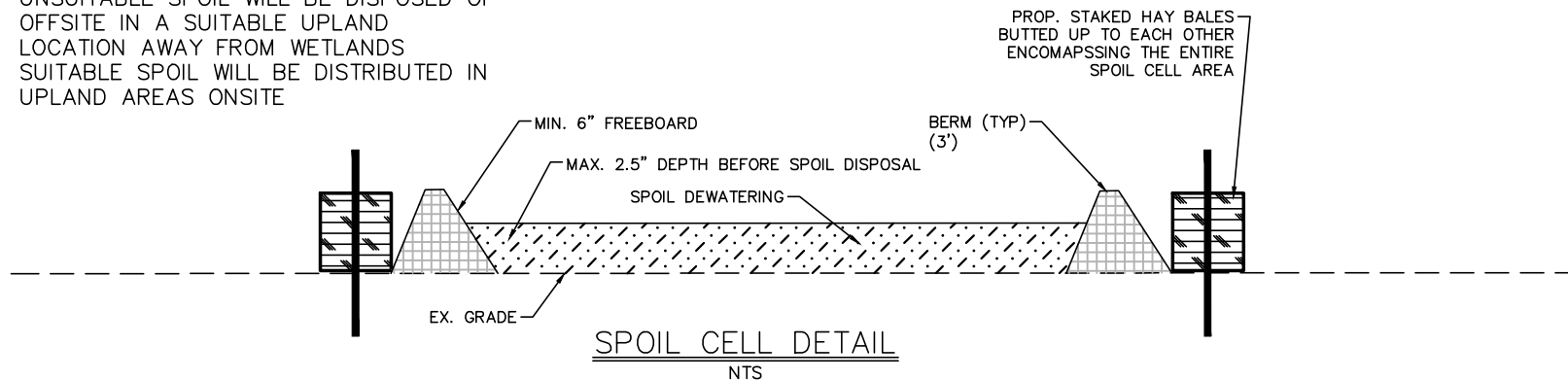
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OF: 4

221-4 DELTA COURT  
TALLAHASSEE, FLORIDA 32303  
850-385-6255 (VOICE) 850-385-6355 (FAX)

**NOTE:**

UNSUITABLE SPOIL WILL BE DISPOSED OF  
OFFSITE IN A SUITABLE UPLAND  
LOCATION AWAY FROM WETLANDS  
SUITABLE SPOIL WILL BE DISTRIBUTED IN  
UPLAND AREAS ONSITE



**PROJECT**

**LAWSON DOCK**

**FRANKLIN COUNTY, FL**

**TITLE**

**DETAIL  
PROPOSED CONDITIONS**

**DATE** 10-20-2021

**BY:** BCW

**CHK:** EP

**PROJ:** 21-1902

**PAGE:**

**4**

**OF:** 4

221-4 DELTA COURT  
TALLAHASSEE, FLORIDA 32303  
850-385-6255 (VOICE) 850-385-6355 (FAX)

APPLICATION FOR SUBDIVISION SKETCH PLAT APPROVAL

DATE: 9/14/21

PROPOSED SUBDIVISION NAME:

AGENT'S NAME:

ADDRESS:

TELEPHONE NUMBER:

OWNER'S NAME:

ADDRESS:

TELEPHONE NUMBER:

Miller's Landing  
Thurman Roddenberry, Surveyor  
P.O. Box 100, 125 Sheldon St.,  
Sepechappy, FL 32358  
(850) 962-2538

Melinda M. Canell & Vicki L. Williams  
8393 Inverness Dr., Tallahassee, FL 32312  
(850) 545-3596

WHAT IS THE RELATIONSHIP OF APPLICANT TO OWNER? None

LOCATION OF PROPOSED SUBDIVISION: Lenark Village, FL

AREA OF PROPOSED SUBDIVISION: Lenark Village, U.S. 98 ACRES: 2.01

CURRENT ZONING: R-1A

CURRENT LAND USE CLASSIFICATION: Residential

CURRENT USE OF THE SITE: Vacant Land

**PLEASE NOTE:** PLANNING AND ZONING COMMISSION MAKES RECOMMENDATIONS TO THE FRANKLIN COUNTY BOARD OF COMMISSIONERS REGARDING YOUR APPLICATION. ALL APPLICANTS ARE NOTIFIED THAT IF YOUR APPLICATION IS DENIED, IT SHALL 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 COMMISSION ARE RESPONSIBLE TO ENSURE THAT A VERBATIM TRANSCRIPT OF THE PROCEEDINGS IS MADE.

I hereby certify, as a representative for Melinda Canell & Vicki Williams,  
that the information given is true and accurate to the best of our knowledge.

Agent's Signature

Owner's Signature

TO BE FILLED IN BY PLANNING OFFICIAL

Major or Minor Subdivision: \_\_\_\_\_

Planning & Zoning Commission Recommendation: \_\_\_\_\_ Date: \_\_\_\_\_

Board of County Commissioners Action: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CHECKLIST OF INFORMATION REQUIRED FOR  
SKETCH PLAT APPROVAL**

- ☒ **NAME OF PROPOSED SUBDIVISION**
- ☒ **NORTH ARROW**
- ☒ **GRAPHIC & WRITTEN SCALE**
- ☒ **BOUNDARY SURVEY & LEGAL DESCRIPTION**
- ☒ **CURRENT ZONING**
- ☒ **NUMBER OF ACRES & NUMBER OF PROPOSED LOTS**
- ☒ **PRELIMINARY STREET & LOT LAYOUT**
- ☒ **VICINITY MAP SHOWING ALL LAND WITHIN 100 FEET OF PROPOSED SUBDIVISION**

**AND**

- ☒ **1. AREA PROPOSED FOR DEVELOPMENT**
- ☒ **2. SURROUNDING STREETS**
- ☒ **3. PUBLIC FACILITIES**
- ☒ **4. ADJACENT WETLANDS**
- ☒ **5. ADJACENT SUBDIVISIONS, IF ANY**
- ☒ **6. SURROUNDING PROPERTY OWNERS**

**\_\_\_\_\_ A STATEMENT REGARDING AVAILABILITY AND SOURCE OF POTABLE WATER  
AND HOW SEWER AND STORMWATER WILL BE HANDLED.**



**Overview**



**Legend**

-  Parcels
-  Roads
-  City Labels

<b>Parcel ID</b>	12-07S-04W-0000-0370-0000	<b>Alternate ID</b>	04W07S12000003700000	<b>Owner Address</b>	CARROLL MELINDA M & WILLIAMS VICKI LYNN AS JOINT TENANTS W/R/O/S 8393 INVERNESS DRIVE TALLAHASSEE, FL 32312
<b>Sec/Twp/Rng</b>	12-7S-4W	<b>Class</b>	VACANT		
<b>Property Address</b>	2332 HIGHWAY 98 E	<b>Acreage</b>	2		
<b>District</b>	6				
<b>Brief Tax Description</b>	A PARCEL BEING 2 AC M/L (Note: Not to be used on legal documents)				

Date created: 4/29/2021  
Last Data Uploaded: 4/29/2021 3:02:22 AM

Developed by  **Schneider**  
GEOSPATIAL







BRENDA LAPAZ  
MAYOR-COMMISSIONER

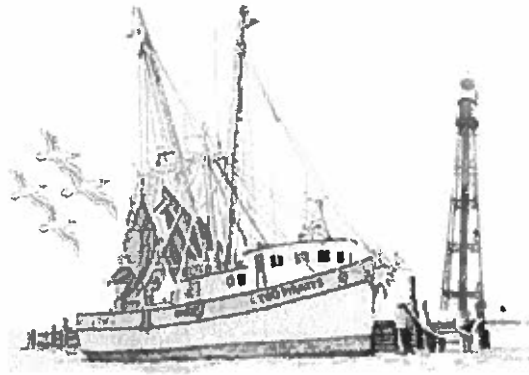
KEITH WALDEN  
COMMISSIONER

FRANKLIN MATHES  
COMMISSIONER

CALVIN ALLEN  
COMMISSIONER

TONY MILLENDER  
COMMISSIONER

## CITY OF CARRABELLE CARRABELLE, FLORIDA



COURTNEY DEMPSEY  
CITY ADMINISTRATOR

KEISHA MESSER  
CITY CLERK AND AUDITOR

MIRANDA LITTON  
ADMINISTRATIVE  
ASSISTANT

DAN HARTMAN  
CITY ATTORNEY

1206 HWY 98 EAST  
CARRABELLE, FLORIDA 32322  
TELEPHONE: 850-697-3618  
FAX: 850-697-3156

October 22, 2021

To whom it may concern;

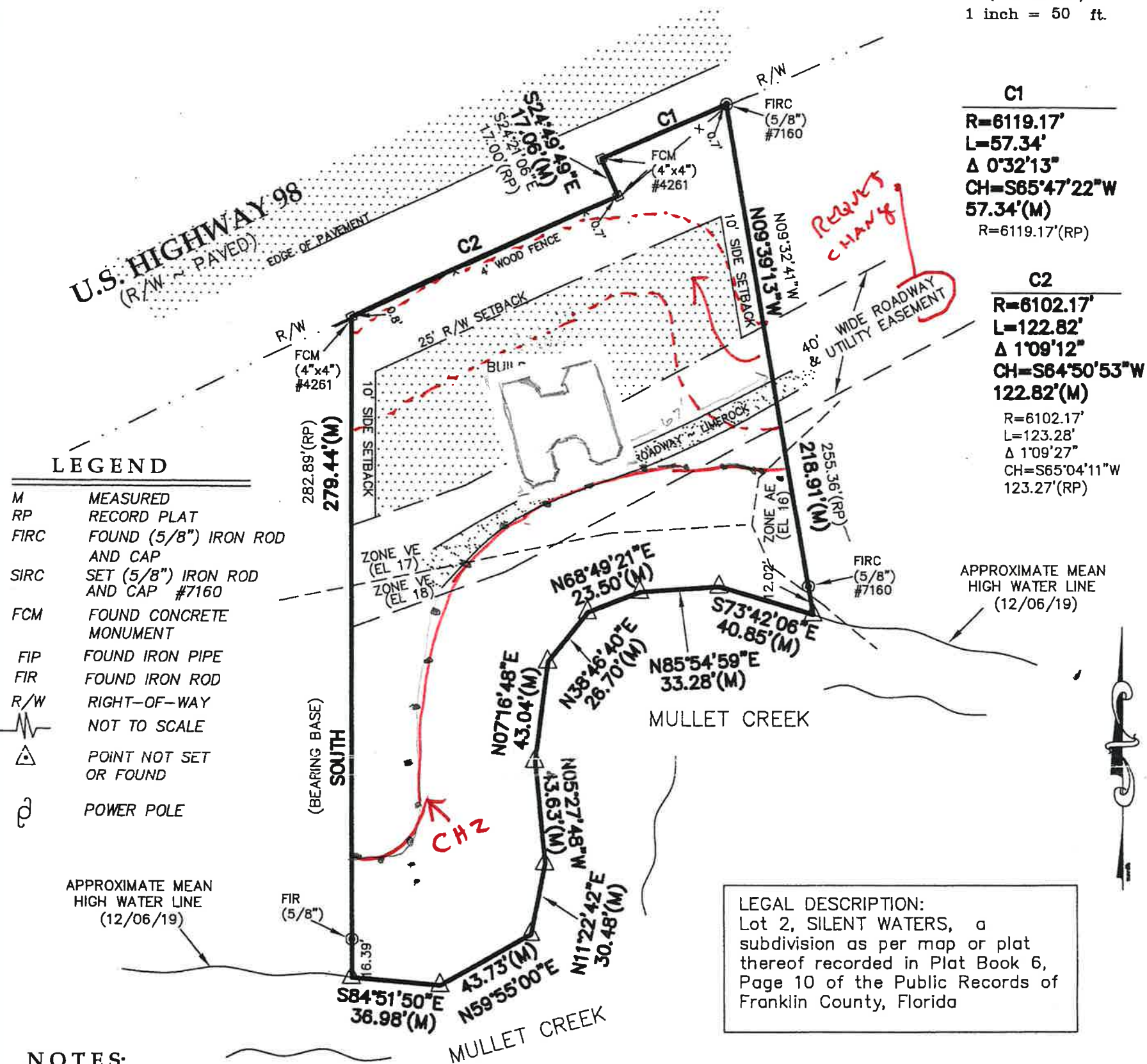
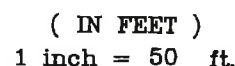
The property located at 2332 HWY 98 E, Carrabelle, Florida has water and sewer available.

If you have any questions please feel free to call 850-697-3618 ext 101.

Thank you,

Crystal Causey  
Water/Sewer Billing Clerk

" x 51.2821  
105"

$$\frac{50'}{.975''}$$


1. SURVEY SOURCE: Record plat and a field survey performed by the undersigned surveyor.
2. BEARING REFERENCE: West boundary of subject parcel being South as per record plat.
3. NO IMPROVEMENTS have been located in this survey other than shown hereon.
4. There are NO VISIBLE ENCROACHMENTS other than those shown hereon.
5. This survey is dependent upon EXISTING MONUMENTATION.
6. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
7. FLOOD ZONES and SETBACKS depicted hereon are not to be used for construction permitting purposes. All FLOOD ZONES and SETBACKS should be verified by the appropriate County Departments.

Subject property is located in Zone AE (EL 16) AND VE (EL 17 & 18) as per Flood Insurance Rate Map Community Panel No: 120088 0420F index date: February 5, 2014, Franklin County, Florida.

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, or unrecorded deeds, easements or other instruments which could affect the boundaries.

JAMES T. RODDENBERRY, Jr.  
Surveyor and Mapper  
Florida Certificate No: 4261

TR  
&A

## PROFESSIONAL SURVEYORS AND MAPPERS

P.O. BOX 100 • 125 SHELDON STREET • SOPCHOPPY, FLORIDA 32358

PHONE NUMBER: 850-962-2538

FAX NUMBER: 850-962-1103

LB # 7160

DATE: 12/09/19

DRAWN BY: BB

N.B. PER PLAT

COUNTY: FRANKLIN

FILE: 93303.DWG

DATE OF LAST FIELD WORK:  
12/06/19

CHECKED BY:  
M.D.

JOB NUMBER: 93-303





Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ City Labels

Parcel ID	08-08S-05W-0260-0000-0020	Alternate ID	05W08S08026000000020	Owner Address	GARCIA KENNETH & BEVERLY
Sec/Twp/Rng	--	Class	VACANT		760 OAK GROVE ROAD
Property Address	2956 CREEK SIDE DR	Acreage	0.747		NEW HOPE, AL 35760
District	1				
Brief Tax Description	LOT 2 SILENT WATERS 741/602				
	(Note: Not to be used on legal documents)				

Date created: 9/22/2021

Last Data Uploaded: 9/22/2021 7:44:09 AM

Developed by Schneider  
GEOSPATIAL



**To:** Garcia, Kenneth L CIV USARMY USAMC (USA) <[kenneth.l.garcia2.civ@mail.mil](mailto:kenneth.l.garcia2.civ@mail.mil)>

**Subject:** RE: [Non-DoD Source] RE: appointment request (UNCLASSIFIED)

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

---

Dear Ken,

I believe you were going to send me an email from your neighbor saying he had no objection to rerouting the access easement through your lot in Silent Waters. We have you on our Planning and Zoning Commission agenda for Tuesday, October 12. While a written agreement from your neighbor is not required, it will help assure the members of the commission that the neighbors do not object.

Sincerely,  
Mark C. Curenton  
County Planner  
Franklin County, Florida  
850-653-9783 x-160

---

**From:** Garcia, Kenneth L CIV USARMY USAMC (USA) <[kenneth.l.garcia2.civ@mail.mil](mailto:kenneth.l.garcia2.civ@mail.mil)>

**Sent:** Monday, August 23, 2021 2:49 PM

**To:** [markc@franklincountyflorida.com](mailto:markc@franklincountyflorida.com)

**Subject:** RE: [Non-DoD Source] RE: appointment request (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Yes, thanks !

---

**From:** [markc@franklincountyflorida.com](mailto:markc@franklincountyflorida.com) < Caution-mailto:markc@franklincountyflorida.com > <[markc@franklincountyflorida.com](mailto:markc@franklincountyflorida.com) < Caution-mailto:markc@franklincountyflorida.com > >

**Sent:** Monday, August 23, 2021 1:46 PM

**To:** Garcia, Kenneth L CIV USARMY USAMC (USA) <[kenneth.l.garcia2.civ@mail.mil](mailto:kenneth.l.garcia2.civ@mail.mil) < Caution-mailto:kenneth.l.garcia2.civ@mail.mil > >

**Subject:** [Non-DoD Source] RE: appointment request (UNCLASSIFIED)

Dear Ken:

How about Monday, August 30, at 2:00 p.m. at the Planning Office, 34 Forbes Street, Suite 1, Apalachicola?

Sincerely,  
Mark C. Curenton  
County Planner  
Franklin County, Florida  
850-653-9783 x-160

---

**From:** Garcia, Kenneth L CIV USARMY USAMC (USA) <[kenneth.l.garcia2.civ@mail.mil](mailto:kenneth.l.garcia2.civ@mail.mil) < Caution-mailto:kenneth.l.garcia2.civ@mail.mil > >

Page 116

**From:** markc@franklincountyflorida.com  
**Sent:** Wednesday, September 8, 2021 9:20 AM  
**To:** cortnib@franklincountyflorida.com  
**Subject:** FW: [Non-DoD Source] RE: appointment request (UNCLASSIFIED)

Dear Cortni,

Below is an email from the neighbor stating that he does not have any issue with moving the access easement that serves Lots 1 and 2 of Silent Waters Subdivision. This is the map I gave you yesterday to include on the October P & Z agenda.

Sincerely,  
Mark C. Curenton  
County Planner  
Franklin County, Florida  
850-653-9783 x-160

---

**From:** Garcia, Kenneth L CIV USARMY USAMC (USA) <kenneth.l.garcia2.civ@mail.mil>  
**Sent:** Wednesday, September 8, 2021 7:22 AM  
**To:** markc@franklincountyflorida.com  
**Subject:** RE: [Non-DoD Source] RE: appointment request (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

----- Forwarded message -----

**From:** Russ knapp <[knappsggi@hotmail.com](mailto:knappsggi@hotmail.com) <Caution-mailto:knappsggi@hotmail.com>>  
**Date:** Tue, Sep 7, 2021, 3:06 PM  
**Subject:** Re: Silent waters road  
**To:** Ken Garcia <[kengarcia1959@gmail.com](mailto:kengarcia1959@gmail.com) <Caution-mailto:kengarcia1959@gmail.com>>

To whom this may concern --- Rebecca Knapp and I ( Russell Knapp) have no issue with Ken Garcia moving the access road on Lots 1 and 2 of Silent Waters to the north side of side of the lots to run along Highway 98 .

9/7/21

Russell Knapp

---

**From:** Ken Garcia <[kengarcia1959@gmail.com](mailto:kengarcia1959@gmail.com) <Caution-mailto:kengarcia1959@gmail.com>>  
**Sent:** Tuesday, September 7, 2021 1:34 PM  
**To:** Russ knapp <[knappsggi@hotmail.com](mailto:knappsggi@hotmail.com) <Caution-mailto:knappsggi@hotmail.com>>  
**Subject:** Silent waters road

hi Russ,

please reply with your agreement that we move the access road North along hwy 98 staying inside our fence like we discussed and I will get the survey recorded with county. thanks Ken

**From:** [markc@franklincountyflorida.com](mailto:markc@franklincountyflorida.com) <[markc@franklincountyflorida.com](mailto:markc@franklincountyflorida.com)>  
**Sent:** Tuesday, September 7, 2021 11:07 AM

# FRANKLIN COUNTY

REPLY TO: ✕  
BOARD OF COUNTY COMMISSIONERS  
33 MARKET STREET, SUITE 203  
APALACHICOLA, FL 32320  
(850) 653-8861, EXT. 100  
(850) 653-4795 FAX



REPLY TO: ☐  
PLANNING & BUILDING DEPARTMENT  
34 FORBES STREET, SUITE 1  
APALACHICOLA, FL 32320  
(850) 653-9783  
(850) 653-9799 FAX

**Monday, October 25, 2021**

**Mills Michael David & Pamela K  
1367 E Gulf Beach Drive  
St. George Island, FL 32328**

**Re: Parcel ID # 08-08S-05W-0260-0000-0050 / 2930 Creek Side Drive. Carrabelle, FL**

Dear Property Owner,

This letter is to inform you that there is a proposed Utility Easement revision on Lot 2 in Silent Waters Subdivision. The proposed change will be presented before the Planning and Zoning Adjustment Board on Tuesday, November 9, 2021 at 34 Forbes Street, Courthouse Annex, at 6:30 PM. If you have any comments on this proposal, please email them to Cortni Bankston at [cortnib@franklincountyflorida.com](mailto:cortnib@franklincountyflorida.com) on or before, Friday, November 5, 2021 at 12:00 Noon. Please note that you do not have to make a comment but, any comments or concerns submitted, will be presented before the Planning & Zoning Adjustment Board.

Please see attached survey with proposed Utility easement change.

Sincerely,

Cortni Bankston  
Zoning Administrator



# FRANKLIN COUNTY

REPLY TO: ✕  
BOARD OF COUNTY COMMISSIONERS  
33 MARKET STREET, SUITE 203  
APALACHICOLA, FL 32320  
(850) 653-8861, EXT. 100  
(850) 653-4795 FAX



REPLY TO: ☐  
PLANNING & BUILDING DEPARTMENT  
34 FORBES STREET, SUITE 1  
APALACHICOLA, FL 32320  
(850) 653-9783  
(850) 653-9799 FAX

**Monday, October 25, 2021**

**Pogeymuph, LLC  
1525 Forsyth Street  
Macon, GA 31201**

**Re: Parcel ID # 08-08S-05W-0260-0000-0040 / 2940 Creek Side Drive. Carrabelle, FL**

Dear Property Owner,

This letter is to inform you that there is a proposed Utility Easement revision on Lot 2 in Silent Waters Subdivision. The proposed change will be presented before the Planning and Zoning Adjustment Board on Tuesday, November 9, 2021 at 34 Forbes Street, Courthouse Annex, at 6:30 PM. If you have any comments on this proposal, please email them to Cortni Bankston at [cortnib@franklincountyflorida.com](mailto:cortnib@franklincountyflorida.com) on or before, Friday, November 5, 2021 at 12:00 Noon. Please note that you do not have to make a comment but, any comments or concerns submitted, will be presented before the Planning & Zoning Adjustment Board.

Please see attached survey with proposed Utility easement change.

Sincerely,

A handwritten signature in blue ink, appearing to be "CB", with a long horizontal flourish extending to the right.

Cortni Bankston  
Zoning Administrator

# FRANKLIN COUNTY

REPLY TO: ✕  
BOARD OF COUNTY COMMISSIONERS  
33 MARKET STREET, SUITE 203  
APALACHICOLA, FL 32320  
(850) 653-8861, EXT. 100  
(850) 653-4795 FAX



REPLY TO: ☐  
PLANNING & BUILDING DEPARTMENT  
34 FORBES STREET, SUITE 1  
APALACHICOLA, FL 32320  
(850) 653-9783  
(850) 653-9799 FAX

**Monday, October 25, 2021**

**Lau Bonnie**  
**2250 Summer Sweet Drive**  
**Alva, FL 33920**

**Re: Parcel ID # 08-08S-05W-0260-0000-0030 / 2948 Creek Side Drive. Carrabelle, FL**

Dear Property Owner,

This letter is to inform you that there is a proposed Utility Easement revision on Lot 2 in Silent Waters Subdivision. The proposed change will be presented before the Planning and Zoning Adjustment Board on Tuesday, November 9, 2021 at 34 Forbes Street, Courthouse Annex, at 6:30 PM. If you have any comments on this proposal, please email them to Cortni Bankston at [cortnib@franklincountyflorida.com](mailto:cortnib@franklincountyflorida.com) on or before, Friday, November 5, 2021 at 12:00 Noon. Please note that you do not have to make a comment but, any comments or concerns submitted, will be presented before the Planning & Zoning Adjustment Board.

Please see attached survey with proposed Utility easement change.

Sincerely,

A handwritten signature in blue ink, appearing to be "CB" followed by a stylized flourish.

Cortni Bankston  
Zoning Administrator