

**AN ORDINANCE RE-ZONING A 5 +/- ACRE PARCEL LYING IN SECTION 33, TOWNSHIP 8 SOUTH, RANGE 8 WEST, APALACHICOLA, FRANKLIN COUNTY, FLORIDA FROM R-3 SINGLE FAMILY ESTATE RESIDENTIAL TO R-2 SINGLE FAMILY MOBILE HOME DISTRICT.**

**ORDINANCE 2022- 15  
FRANKLIN COUNTY, FLORIDA**

**WHEREAS**, the Board of County Commissioners of Franklin County, Florida has received a recommendation from Mark C. Curenton, County Planner for Franklin County pursuant to Ordinance No. 2020-15 for changing the zoning of private real property, and

**WHEREAS**, the Board of County Commissioners of Franklin County, Florida has conducted a public hearing with due notice.

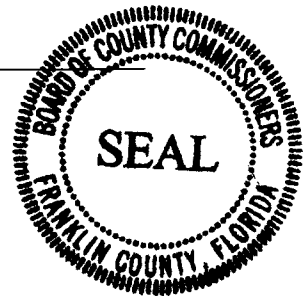
**NOW, THEREFORE, BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS that:**

The permitted zoning of a 5 +/- acre parcel lying in Section 33, Township 8 South, Range 8 West, Apalachicola, Franklin County, Florida as shown on the attached Legal Description labeled Exhibit A, is changed from R-3 Single Family Estate Residential to R-2 Single Family Mobile Home District.

This Ordinance adopted this 5th day of July, 2022, in regular meeting of the Franklin County Board of County Commissioners after notice of intent to adopt it as a rezoning of less than 5% of the County. This ordinance shall take effect when notice of receipt of a certified copy of same is returned from the Florida Secretary of State.

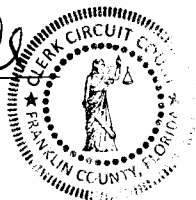
**THE FRANKLIN COUNTY BOARD OF  
COUNTY COMMISSIONERS**

BY: Ricky D. Jones  
Ricky D. Jones, Chairman



ATTEST:

Michel Maxwell  
Michel Maxwell, Clerk of Court



This Document Prepared By and Return to:  
BARBARA SANDERS  
Fla Bar No. 442178  
PO Box 157  
Apalachicola, FL 32320

Inst:0200607615 Date:11/09/2006 Time:11:19  
Doc Stamp - Deed 0.00  
*[Signature]*  
Marcia Johnson, FRANKLIN County B:919 P:73

Parcel ID Number: 33-08S-08W-0000-0010-0000

# Corrective Warranty Deed

This Indenture, Made this 8<sup>th</sup> day of November, 2006 A.D. Between  
DSW Holdings, LLC, a Florida limited liability company

of the County of Franklin, State of Florida, grantor, and  
Joseph Gander, a single man

whose address is: 455 Bay City Road, Apalachicola, FL 32320

of the County of Franklin, State of Florida, grantee.  
Witnesseth that the GRANTOR, for and in consideration of the sum of

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

See Exhibit "A" attached hereto and by this reference made a part  
hereof.

Subject to the Restrictive Covenants set forth in Exhibit "B"  
attached hereto and by this reference made a part hereof.

This Corrective Deed is given to correct the Deed dated and recorded  
October 6, 2006 in Official Records Book 915, Page 693 of the Public  
Records of Franklin County, Florida, said Deed did not include  
Exhibit "B".

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

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

Signed, sealed and delivered in our presence:

DSW Holdings, LLC, a Florida  
limited liability company

Christey Kirvin  
Printed Name: CHRISTEY KIRVIN  
Witness

By: Walter M. Ward (Seal)  
Walter M. Ward, Manager  
P.O. Address: 233 Water Street, Apalachicola, FL 32320

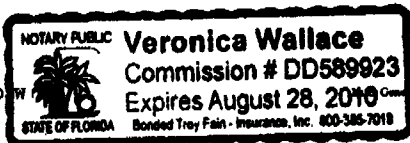
Veronica J. Wallace  
Printed Name: Veronica J. Wallace  
Witness

STATE OF Florida  
COUNTY OF Franklin

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2006 by  
Walter M. Ward, Manager of DSW Holdings, LLC, a Florida limited  
liability company

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

Veronica Wallace  
Printed Name: Veronica Wallace  
Notary Public  
My Commission Expires:



**Exhibit "A"**

**A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 8 SOUTH, RANGE 8 WEST, FRANKLIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 8 WEST, FRANKLIN COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 8 WEST, FRANKLIN COUNTY, FLORIDA, SOUTH 01°06'25" WEST FOR A DISTANCE OF 2477.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 8 WEST, FRANKLIN COUNTY, FLORIDA, SOUTH 01°06'25" WEST FOR A DISTANCE OF 287.96 FEET; THENCE NORTH 89°27'04" WEST FOR A DISTANCE OF 807.86 FEET; THENCE NORTH 09°04'44" EAST FOR A DISTANCE OF 291.16 FEET; THENCE SOUTH 89°27'04" EAST FOR A DISTANCE OF 767.48 FEET TO THE POINT OF BEGINNING.**

**Subject to and together with an ingress and egress easement being described as follows:**

**A parcel of land lying within Section 33, Township 8 South, Range 8 West, Franklin County, Florida and more particularly described as follows:**

**Commence at the northeast corner of Section 33, Township 8 South, Range 8 West, Franklin County, Florida; thence along the east line of said Section 33, Township 8 South, Range 8 West, Franklin County, Florida, South 01°06'25" West for a distance of 1937.09 feet for a POINT OF BEGINNING; thence South 64°49'11" West a distance of 543.48 feet; thence South 73°17'12" West a distance of 294.21 feet; thence South 09°04'44" West a distance of 786.75 feet; thence South 89°27'04" East a distance of 60.67 feet; thence North 09°04'44" East a distance of 740.11 feet; thence North 73°17'12" East a distance of 261.01 feet; thence North 64°49'11" East a distance of 518.29 feet to the east line of said Section 33, Township 8 South, Range 8 West, Franklin County, Florida; thence along the east line of said Section 33, Township 8 South, Range 8 West, Franklin County, Florida, North 01°06'25" East a distance of 86.92 feet to the POINT OF BEGINNING,**

**Said parcel containing 2.17 acres more or less.**

Exhibit "B"

**RESTRICTIVE COVENANTS**

The Property described in Exhibit "A" shall be subject to the following restrictions, covenants and conditions which shall in instance be construed as covenants running with the land.

1.

No structures shall be erected, altered, or permitted to remain on any lot other than one single residential building for a single family residence (in addition to such garages and like structures erected for the pleasure and convenience of the occupants of said single family residence). No building constructed elsewhere shall be moved to, placed or maintained on any lot. No residence constructed on any of said lots shall be in any manner occupied until it shall have been substantially completed. The work of construction of any building or structure shall be prosecuted with reasonable diligence continuously from the time of commencement until the same shall be fully completed.

2.

No building or any portion thereof shall be erected on the Property within fifty (50) feet of the right-of-way of the private road adjoining the Property and no building shall be erected on the Property nearer than thirty (30) feet to the side line or rear line of the Property.

3.

No residence shall be constructed on any lot with a square footage of less than 1500 square feet for one story homes and 1800 square feet for two story homes. Square footage means the heated and cooled living space of any family residence, exclusive of porches, carports, garages, basements and attics, it being the intention and purpose of these covenants to insure that all residences shall be of quality workmanship and of materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted residence size.

4.

No building, modular home, premanufactured home, double-wide mobile home, or single-wide mobile home shall be moved onto the Property, either for residential use or storage.

5.

No basement, tent, garage, barn or outbuilding erected on the Property shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary or incomplete nature be used as a residence.

6.

The Property shall not be subdivided for the purpose of creating additional lots without the express written consent of the Seller (Grantor), subject to approval of the public authorities of Franklin County, Florida.

7.

No noxious or offensive trade, hobby or activity shall be carried on upon any of the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to property of others in the vicinity of the Property.

8.

If and when the Property is built upon, it shall be incumbent upon the owner of the Property to install a sanitary septic tank or sewerage disposal and water system acceptable to such health authority having jurisdiction over the Property.

9.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, and no structures for their housing or accommodations shall be erected or maintained thereon, except that horses and household pets, such as dogs, cats and birds, may be kept provided they are not kept, bred or maintained for any commercial purposes. Horses are restricted to one horse per two (2) acres, and quarters for riding horses shall be maintained in a sanitary manner and shall be constructed of new materials.

10.

All trash, garbage, waste and refuse will be placed in sanitary receptacles with covers and will be removed at least weekly from the premises. There shall be no dumping or burying of waste, garbage and refuse.

11.

with culvert pipe of such size and capacity that the volume of water normally flowing in said ditch or ditches does not increase or is not so concentrated as to cause damage to any other property owner or owners within such vicinity of the Property. Such ditch or ditches may also be altered and/or re-routed along the Property, provided the volume of water normally flowing in said ditch or ditches does not increase or is not so concentrated as to cause damage to any other property owner or owners in the vicinity of the Property.

12.

The Seller (Grantor) expressly reserves for the benefit of itself and its successors and assigns a perpetual 30-foot wide easement along the front and on each side lines and rear lines of the Property for the purpose of constructing, operating and maintaining water, gas, sewer, electric and telephone lines, and a perpetual easement for said purposes across the private road right-of-way adjoining the Property. Nothing in this restriction requires the Seller (Grantor) or any adjoining Property owner to construct, operate or maintain any utilities within said easement areas.

13.

These covenants are real covenants running with the land and shall be binding upon and shall inure to the benefit of the Purchaser (Grantee) and all persons claiming under the Purchaser (Grantee) for a period of FIVE ( 5 ) years from the date hereof; provided, however, said covenants may be amended by the Seller (Grantor) with the consent and agreement of the Purchaser (Grantee) or any subsequent owner of the Property.

14.

The Seller (Grantor) or the owner of any property adjoining the Property may proceed at law or in equity to prevent the occurrence or continuation of any violation of any of these covenants and restrictions, it being the intent hereof that said restrictions shall be binding upon and shall inure to the benefit of the Seller (Grantor), his successors and assigns, and upon and between the several assigns of the property adjacent to the Property.