

REGULAR MEETING  
APALACHICOLA CITY COMMISSION  
TUESDAY, NOVEMBER 8, 2022 – 4:00PM  
BATTERY PARK COMMUNITY CENTER  
1 BAY AVE., APALACHICOLA, FLORIDA 32320

**Agenda**

You are welcome to comment on any matter under consideration by the Apalachicola City Commission when recognized to do so by the Mayor. Once recognized please rise to the podium, state your name for the record and adhere to the three minute time limit for public comment. Comments may also be sent by email to the City Manager or to Commissioners.

- I. Call to Order**
  - Invocation
  - Pledge of Allegiance
  
- II. Agenda Adoption**
  
- III. Presentations:**
  - 1. Florida Housing Coalition – Gladys Cook
  - 2. Southern Group – Kate Deloach
  
- IV. Public Comment**
  
- V. Unfinished Business**
  - 1. Palmer Pointe Final Plat Approval
  - 2. Height Restriction Ordinance Draft
  
- VI. New Business**
  - 1. National Park Service Grant construction award re: HCA Building
  - 2. Engineering award – CDBG-DR
  - 3. Small Business Saturday Proclamation
  
- VII. Mayor and Commissioner Comments – Reports Attached**
  
- VIII. City Manager Communications – Report Attached**
  
- IX. Grants Coordinator Communications – Report Attached**

**X. Finance Director Communications**

**XI. Attorney Communications – Report Attached**

**XII. Consent Agenda**

- 1. Meeting Minutes Adoption – October 4, 2022, Regular Meeting and  
October 11, 2022, Special Meeting Minutes**
- 2. P&Z Minutes – October 10, 2022**

**XIII. Department Reports**

**XIV. Adjournment**

Any person who desires to appeal any decision at this meeting will need a record of the proceeding and for this purpose, may need to ensure that a verbatim record of the proceeding is made which includes testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 48 hours in advance of the meeting

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: November 8th, 2022**

**SUBJECT:** Final Plat Approval – Palmer Point Townhomes

**AGENDA INFORMATION:**

**Agenda Location:** Unfinished Business  
**Item Number:** 1  
**Department:** Building/Planning Dept.  
**Contact:** Bree Robinson  
**Presenter:** Palmer Pointe Developer – Frazer Collins & Urban Catalyst Consultants - Sean Marston P.E.

**BRIEF SUMMARY:** Preliminary Plat was approved 7/11/2022 by the Planning and Zoning Board at their monthly meeting. Preliminary Plat was approved 8/2/2022 by the City of Apalachicola Commission at the August regular meeting. Final Plat approved WITH CONDITIONS 10/10/22 by the Planning and Zoning Board at their monthly meeting. Final Plat is on the November Regular Commission meeting 11/8/22 for approval/denial of the Final Plat. The plan is for 26 townhomes to be constructed at 270 Prado in Zone R-2 and for replat to take place. Please see attached Planner Report for full details and lists of attachments.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve or deny the Final Plat application for Palmer Point Townhomes with comments, if necessary.

**FUNDING SOURCE:** N/A

**ATTACHMENTS:**

- Planner Report
- Updated Final Plat Docs & Attachments
- Final Plat P&Z Packet
- Supplementary Documents
- Citizen Comments/Concerns

**\*Please see the Planner Report for the full list of attachments!\***

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

It is staff's recommendation to approve with the contingency of coordination and install of the culvert at the described chokepoint in the Planner Report.

Mayor  
Brenda Ash

City Manager  
Travis Wade

Commissioners  
Anita Grove  
Adriane Elliott  
Despina George  
Donna Duncan

# CITY OF APALACHICOLA

Finance Director  
Mark Gerspacher

City Clerk  
Deborah Guillotte

192 Coach Wagoner Boulevard . Apalachicola, Florida 32320 .  
850-653-9319 . Fax 850-653-2205 . [www.cityofapalachicola.com](http://www.cityofapalachicola.com)

City Attorney  
Dan Hartman

Building Department Report  
Bree Robinson – City Planner

## Final Plat – Palmer Pointe Townhomes @ 270 Prado 11/3/2022

### Background & Review:

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1. Preliminary Plat was approved 7/11/2022 by the Planning and Zoning Board at their monthly meeting.
2. Preliminary Plat was approved 8/2/2022 by the City of Apalachicola Commission at the August regular meeting.
3. Final Plat approved WITH CONDITIONS 10/10/22 by the Planning and Zoning Board at their monthly meeting. (Minutes directly follow this report.)
4. Final Plat is on the November Regular Commission meeting 11/8/22.

Final Plat documents were submitted 30 days prior to the 10/10/2022 Planning and Zoning meeting for staff and engineer review. CDG Engineers & Associates, Inc. are the engineer designee for the City of Apalachicola under our Continuing Engineering Services agreements and task order. CDG completed an engineering review/report for the preliminary plat with special attention to stormwater issues, along with another final review of the Final Plat documents. At this point in time, CDG has verified to the City that the developer is meeting all stormwater requirements and Code and stated this at the 10/10/22 P&Z meeting. City Planner and City Building Inspector have both reviewed for Code compliance and to ensure preliminary and final plat documents match. The developer provided everything necessary to be placed on the agenda per Apalachicola Code.

### FINAL PLAT UPDATE for CONTINGENCIES FROM P&Z APPROVAL 10/10/2022:

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The Developer agreed to 3 contingencies at the Planning & Zoning meeting October 10<sup>th</sup>, 2022. City Attorney and all City staff present in the meeting reviewed the minutes for accuracy. The 3 contingencies & updates are as follows:

- Labeling errors as noted on Final Plat Review from CDG addressed and fixed on Final Plat. – *This contingency has been met and the corrected Final Plat is attached.*
- Final Plat reflects a 14' utility/drainage easement for stormwater dedicated to the City on the Eastern side of the property. – *This contingency has been met and corrected Final Plat is attached.*
- Applicant will coordinate, size, and install a proper culvert at the appropriate chokepoint (end of Acola Street, southeastern corner of the development between easements.) – *This contingency has not been fully met yet. The culvert has been properly sized, but coordination of install has not been completed. This contingency will need to be carried over in the event of a Final Plat approval.*

### Recommended Action:

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Staff recommendation is to approve the Final Plat with condition of the last contingency being met and the culvert being installed.

### **Citizen Input:**

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There have been many concerned neighbors and community members surrounding this development. Several have submitted comments and concerns to city staff. (Please keep in mind that some of the attached comments are opinions and not requirements. To staff knowledge and per engineer review, this project meets the City of Apalachicola LDC.)

A community member sent in a list of questions that staff provided to the developer – the developer's engineer answered the questions, and his responses are also attached herein.

SEE ATTACHED CITIZEN COMMENTS + DEVELOPER Q&A!

### **Agenda Attachments:**

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#### **Updated Final Plat Docs & Attachments:**

- P&Z Minutes from 10/10/22 Meeting
- Corrected Final Plat w/ 14' Easement
- Grading Exhibit for Culvert Install (Listed Contingency)
- Breakdown of Building Footprint (Provided by Developer's Engineer after Citizen request)
- New Citizen Comments (Memo & Video link)
- Comments handed out to P&Z members at 10/10/22 meeting

#### **Final Plat P&Z Packet:**

##### Final Plat Docs:

- P&Z Application
- Permit Authorization for Developer/Engineer
- Final Plat
- Construction Plans
- Title Certification
- Declaration of Conditions, Covenants, and Restrictions
- NFWFMD Permit

##### Supplementary:

- Staff Report & Recommendation
- City Engineer (CDG) Final Review Letter & Plat – **SEE COMMENTS!**
- Citizen Submitted Comments/Questions to Developer
- Developer's Engineer Response – Urban Catalyst

##### Citizen Comments/Concerns:

- Kathleen Binder & Jim Grater – 108 22<sup>nd</sup> Ave.
- Concerned Neighbor's Issues & Questions
- Email Communications – Sondra Furbee

**CITY OF APALACHICOLA**  
PLANNING & ZONING BOARD  
REGULAR MEETING  
**MONDAY, October 10th, 2022**  
Community Center/ City Hall -1 Bay Avenue  
Minutes

**Regular Meeting: 6:00 pm**

**Attendance: Al Ingle, Elizabeth Milliken, Chase Galloway, Joe Taylor, Jim Bachrach**

1. Approval of September 12<sup>th</sup>, 2022 regular meeting minutes.
  - **Motion to approve by Jim Bachrach; 2<sup>nd</sup> by Elizabeth Milliken. All in favor – motion carries.**
  
2. Review, Discussion and Decision for New Construction. **(Historic District) (C-2) @ 911 Address Needed.** Block 160, Lots 4&5. For B. Desloge -Owner; Contractor: Salty Dog Construction, LLC
  - **Motion to approve contingent upon the 2 parcels being parceled together with Franklin County Property Appraiser by Jim Bachrach; 2<sup>nd</sup> by Chase Galloway. All in favor – motion carries.**
  
3. Review, Discussion and Decision for Shed. **(R-2) @ 21 18<sup>th</sup> Street,** Block 251, Lot N/A. For G. Hendels Jr. -Owner; Contractor: Self
  - **Motion to deny by Jim Bachrach; 2<sup>nd</sup> by Joe Taylor. All in favor – motion carries.**
  
4. Review, Discussion and Decision for Sign. **(Historic District) (C-2) @ 95 Avenue I.** Block 169, Lot 1. For C. Jones–Owner; Contractor: TBD
  - **Motion to approve by Joe Taylor; 2<sup>nd</sup> by Elizabeth Milliken. All in favor – motion carries.**
  
5. Review, Discussion and Decision for Sign. **(O/R) @ 79 6<sup>th</sup> Street,** Block 16, Lot 6-8. For Trinity Episcopal Church -Owner; Contractor: TBD
  - **Motion to deny by Jim Bachrach; 2<sup>nd</sup> by Joe Taylor. All in favor – motion carries.**

**CITY OF APALACHICOLA**  
PLANNING & ZONING BOARD  
REGULAR MEETING  
MONDAY, October 10th, 2022  
Community Center/ City Hall -1 Bay Avenue  
Minutes

6. Review, Discussion and Decision for Sign – Palmer Pointe Townhomes. **(R-2) @ 270 Prado. Block 265.** For Mexico Beach, LLC – Owner; Contractor: Rudnick Development/Sean Marston, P.E.

- **Motion to approve by Jim Bachrach; 2<sup>nd</sup> by Elizabeth Milliken. All in favor – motion carries.**

7. Review, Discussion and Decision for Final Plat Approval – Palmer Pointe Townhomes. **(R-2) @ 270 Prado. Block 265.** For Mexico Beach, LLC – Owner; Contractor: Rudnick Development/Sean Marston, P.E.

- **Motion to approve with below contingencies by Jim Bachrach; 2<sup>nd</sup> by Joe Taylor. All in favor – motion carries.**
- **Contingencies:**
  - **Labeling errors as noted on the Final Plat Review from CDG addressed and fixed on Final Plat.**
  - **Final Plat reflects a 14' utility/drainage easement for storm water dedicated to the City on the Eastern side of the property.**
  - **Applicant will coordinate, size, and install a proper culvert at the appropriate chokepoint.**
- **This does not equal a Final Plat approval or record – this means that P&Z has approved the Final Plat to be sent to the City Commission for their final approval. Final Plat is going to be on the agenda for the November regular City Commission meeting.**

Other/New Business: **N/A**

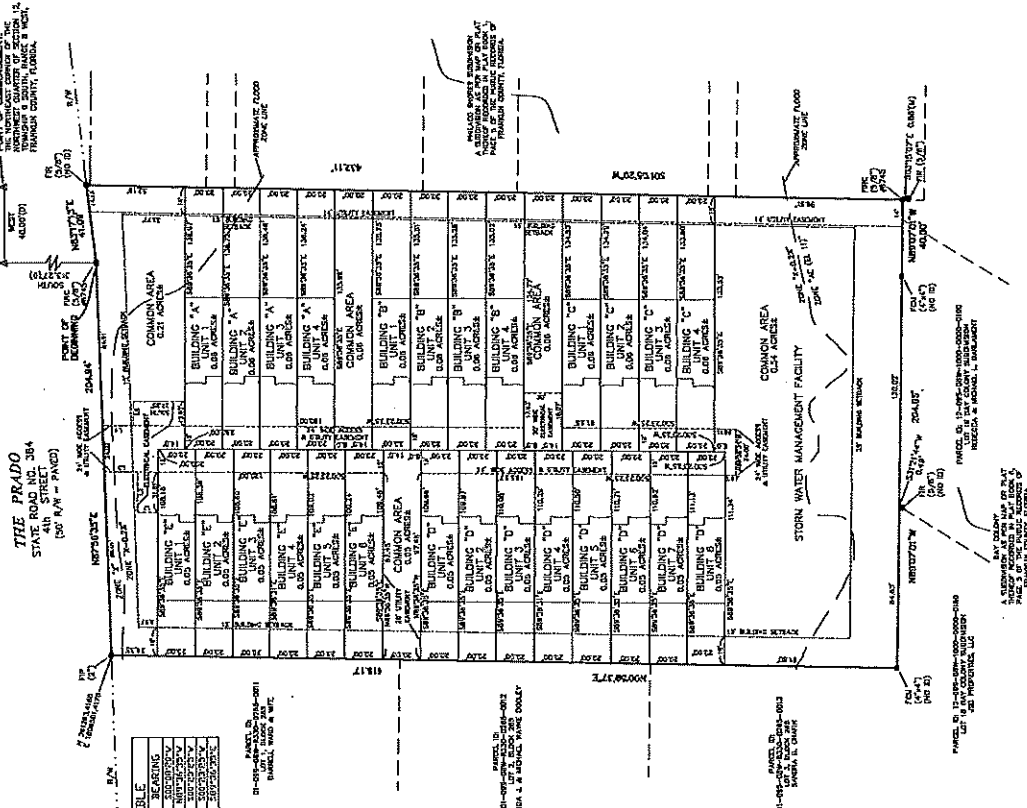
Outstanding/Unresolved Issues: **N/A**

**Motion to adjourn by Chase Galloway; 2<sup>nd</sup> by Joe Taylor.**

Approved: Al Ingle 25 Oct 2022



PALMER POINTE TOWNHOMES
A SUBDIVISION LYING IN SECTION 12, TOWNSHIP 9 SOUTH,
RANGE 8 WEST, FRANKLIN COUNTY, FLORIDA,
AND LYING WITHIN THE CITY LIMITS OF APALACHICOLA.



DEDICATION
STATE OF FLORIDA
COUNTY OF FRANKLIN
CITY OF PALMER POINTE...

Comments of a public meeting...
By these presents, the PALMER POINTE TOWNHOMES...

From said POINT OF BEGINNING...
FRANKLIN COUNTY, FLORIDA...

From said POINT OF BEGINNING...
BUILDING 'A' THROUGH BUILDING 'S'...

From said POINT OF BEGINNING...
BUILDING 'T' THROUGH BUILDING 'U'...

From said POINT OF BEGINNING...
BUILDING 'V' THROUGH BUILDING 'W'...

From said POINT OF BEGINNING...
BUILDING 'X' THROUGH BUILDING 'Z'...

From said POINT OF BEGINNING...
BUILDING 'AA' THROUGH BUILDING 'AB'...

From said POINT OF BEGINNING...
BUILDING 'AC' THROUGH BUILDING 'AD'...

From said POINT OF BEGINNING...
BUILDING 'AE' THROUGH BUILDING 'AF'...

From said POINT OF BEGINNING...
BUILDING 'AG' THROUGH BUILDING 'AH'...

From said POINT OF BEGINNING...
BUILDING 'AI' THROUGH BUILDING 'AJ'...

LINE TABLE
LINE LENGTH BEARING
1 4.1211 189.93° 59' 48"

LINE TABLE (continued)
2 4.1211 189.93° 59' 48"

LINE TABLE (continued)
3 4.1211 189.93° 59' 48"

LINE TABLE (continued)
4 4.1211 189.93° 59' 48"

LINE TABLE (continued)
5 4.1211 189.93° 59' 48"

LINE TABLE (continued)
6 4.1211 189.93° 59' 48"

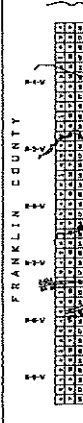
LINE TABLE (continued)
7 4.1211 189.93° 59' 48"

LINE TABLE (continued)
8 4.1211 189.93° 59' 48"

LINE TABLE (continued)
9 4.1211 189.93° 59' 48"

LINE TABLE (continued)
10 4.1211 189.93° 59' 48"

LINE TABLE (continued)
11 4.1211 189.93° 59' 48"



LEGEND
Symbol descriptions for easements, utility lines, and other features.

PLAT NOTES
1. SURVEY SOURCE: Recent land, aerial, magnetic, and field data...

2. DEGREE: All bearings are true bearings...

3. ADJUSTED: The bearings and distances were adjusted by the method of least squares...

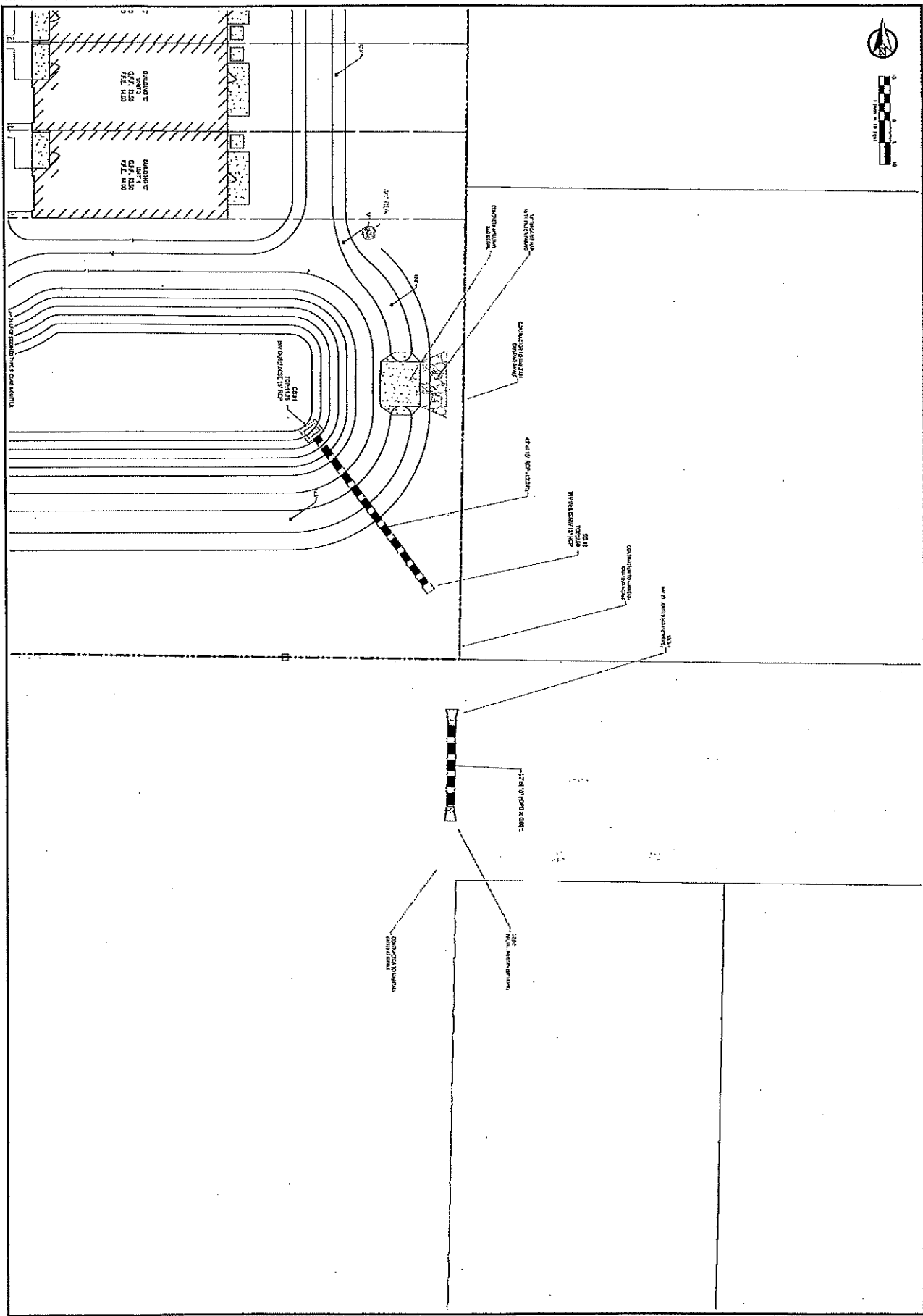
4. CONFORMANCE: The survey conforms to the Florida Statutes...

5. THE PLAT: This plat is filed with the County Clerk...

6. THE PLAT: This plat is filed with the County Clerk...

PLAT RECORDS OF THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA
CITY OF PALMER POINTE
APPROVED BY THE CITY OF APALACHICOLA COMMISSIONERS
CLERK'S SEAL





ZION A. WATSON, P.E. LEAD DESIGNER
DRAWN BY: L.O.G.
CHECKED BY: S.K.A.
DATE: 10/24/25
SHEET SCALE: 1"=10'
PROJECT No. 20250

<b>PALMER POINTE TOWNHOMES</b> <b>GRADING EXHIBIT</b>																																	
FRANKLIN COUNTY	FLORIDA																																
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URBAN CATALYST CONSULTANTS, INC.  
 2851 REMINGTON GREEN CIRCLE  
 TALLAHASSEE, FLORIDA, 32308  
 PHONE: (850) 899-4241  
 WWW.UCCINC.COM  
 FLCA 00030572



## Concerned Neighbors of 270 Prado - Memorandum to City Commissioners and Supporting Video and Documents (11/8/22 City Commission Meeting)

Kathleen Binder <kathleenmbinder@gmail.com>

Thu 11/3/2022 10:33 AM

To: Brenda Ash <bash@cityofapalachicola.com>; Despina George <dgeorge@cityofapalachicola.com>; Adriane Elliott <aelliott@cityofapalachicola.com>; Anita Grove <agrove@cityofapalachicola.com>; Donna Duncan <dduncan@cityofapalachicola.com>

Cc: Travis Wade <twade@cityofapalachicola.com>; Bree Robinson <brobinson@cityofapalachicola.com>; Tammy Owens <cityofapalachicola@gmail.com>; Glen Jenkins <gjenkins@cityofapalachicola.com>; Daniel W. Hartman <dan@fllegalteam.com>; Lynn Wilder <3dogpac@gmail.com>; Sondra Taylor-Furbee <sondrafurbee@gmail.com>; Pamela Erwin <pamelajerwin@gmail.com>; James Grater <jamesgrater@gratermusic.com>; Karhleen Binder <kathleenmbinder@gmail.com>

📎 1 attachments (29 KB)

Memo to Commiss.11.3.FINAL.docx;

## Memorandum to Apalachicola City Commissioners

### Links to Documents and Video

[https://drive.google.com/drive/folders/1Z6h45WY05OBK9qxb0l6wN\\_xfxVFQ6C74?usp=share\\_link](https://drive.google.com/drive/folders/1Z6h45WY05OBK9qxb0l6wN_xfxVFQ6C74?usp=share_link)

This is a link to all documents including the video presentation for the 11/8/22 Apalachicola City Commissioners' Meeting.

This is a direct link to the video only

[https://drive.google.com/file/d/17ajfXaEi0Aoc2MRVjmmxzGPUTBeWBZd3/view?usp=share\\_link](https://drive.google.com/file/d/17ajfXaEi0Aoc2MRVjmmxzGPUTBeWBZd3/view?usp=share_link)

To: City of Apalachicola City Commissioners

From: Concerned Neighbors of 270 Prado

Date: November 3, 2022

Subject: Postponement of Approval of Final Plat with Contingencies

I am writing on behalf of the Concerned Neighbors of 270 Prado (Citizens) regarding the proposed Palmer Pointe Townhomes (Development).

On October 10, the City of Apalachicola Planning and Zoning Board (PandZ) approved conditionally<sup>1</sup> the Final Plat for Palmer Pointe Townhomes (270 Prado, Block 265) (Development) or Mexico Beach, LLC – Owner Rudnick Development (Developer). We request that you postpone approval of the Final Plat until the following items are addressed and until Northwest Florida Water Management District (NFWWMD) has completed an inspection of the property.

**ITEMS FOR CONSIDERATION OF POSTPONEMENT OF APPROVAL:**

**1) Failure of the Developer to Obtain Consent**

In conversations with NFWWMD, we have reason to believe that Developer must obtain permission from private property owners to discharge stormwater onto their properties. Property owners at the eastern and southern end of the development have reported increased flow unto their properties since the construction of the retention pond. Citizens find no written evidence of any private property owner giving consent to Developer for stormwater flow and runoff.

*Citizen Query: Did Developer get written permissions from any private property owner adjacent to the development?*

**2) Differing Acreage Used to Calculate Impermeable Surface and Stormwater Drainage Runoff**

The size of the property is unclear and inconsistent within and across documents. (e.g. See Final Plat documents as compared to materials submitted to NFWWMD). The property acreage has varied between 1.99 to 2.38 acres. The acreage is key in calculating the percent impermeable surface. If 2.38 acres is used, the % impermeable surface is below 45%. If 1.99 acres is used, the % impermeable surface increases to more than 50%, which exceeds the ordinance maximum value of 45%.

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<sup>1</sup> Citizens have received and reviewed the Minutes from the PandZ October 10<sup>th</sup> meeting. The minutes were not electronically recorded. From our perspective, there are several things that took place at the meeting that were not reflected in the Minutes as written. An accurate recordkeeping of the PandZ meeting should be a part of the process for PandZ meetings.

Similarly, if 1.99 acres is used for stormwater runoff calculations, results will be different than the same calculations using 2.38 acres. Will differences in model results affect compliance?

*Citizens request these discrepancies be resolved and documented to ensure City stormwater discharge ordinance requirements are met.*

### **3) Ownership, Responsibility and Maintenance of Stormwater Runoff is Unclear**

#### **14 Foot Easement**

Stormwater is currently running off the Development along (1) the southeast corner adjacent to Bay Colony and (2) along the eastern boundary of the property (the western boundary of property owned by Sondra Taylor-Furbee and Apaco Avenue.)

#### **-Bay Colony**

Bay Colony notes on its plat there is a 14' drainage easement. (This easement was granted to the State of Florida in the 1930s. A copy of this deed has been provided to the City). The Bay Colony plat further indicates that roads, streets, rights-of-ways, and easements shall be deemed dedicated to the public and Franklin County shall have no responsibility for maintenance, etc. Bay Colony's Storm Water Management Plan provides for Bay Colony Subdivision. It did not anticipate runoff from Development. Stormwater design for the 26 units directs all stormwater runoff to a single point of flow to this Bay Colony easement. (See video presentation by Dr. Lynn Wilder.)

Developer has insisted that it is not required to make stormwater runoff better than it was pre-development. Homeowners adjacent to the Development report that runoff is worse since construction began.

Furthermore, the origin and length of the 14' easement running on the eastern boundary of Bay Colony is unclear. Developer is giving a 14- easement to the City along the eastern side of the property. According to the plat of Bay Colony, its easement starts at the Northeast corner of its development, running to the Southeastern corner where it stops. There is no evidence that the two easements connect.

#### **-Eastern Border of Development** (adjacent to home owner Sondra Taylor-Furbee and Apaco Avenue)

Citizens have previously referenced a 30' easement that appeared on County plat records belonging to City. Developer's plat now indicates a 14' easement on its eastern side and it is reflected in the minutes of the PandZ meeting as "Final Plat reflects a 14'utility/drainage easement for stormwater dedicated to the City of the Eastern side of the property." Historically, the maintenance of this drainage area from the western border of homeowner Sondra Taylor-Furbee to the Prado was maintained by inmates from the Franklin County jail on an ad hoc basis.

*Citizens request a complete survey of the 14' easement to ascertain its location, point of origination and length and to properly verify that the easement runs continuously along the eastern boundary of Developer's property and connects to the existing 14' easement between Philaco Shores Subdivision and Bay Colony.*

*Citizens request that the ditch running through the 14' easement on the eastern boundary of Developer's property be regularly maintained by City.*

*Citizens request clarification that Bay Colony has accepted responsibility for stormwater drainage from chokepoint on Developer's property to Bay Colony's easement (See Point #1 above).*

-Proposed Drainage Ditch on Northern Side of Development (Prado)

At the October 10, 2022 PandZ meeting, Chairman Al Ingle stated that City Manager, Travis Wade, and he discussed/agreed to the construction of a new drainage ditch on City property at the northern side of the development. This drainage ditch would run parallel to Prado and connect to an existing stormwater ditch that would run south towards the bay. This proposed solution by Mr. Ingle was discussed at length to assist Developer in mitigating its possible stormwater impact on the current stormwater problem on Prado and the surrounding neighborhoods. The proposed drainage ditch is not reflected in the minutes from the meeting.

*Citizens request confirmation that City agrees to construction of a new drainage ditch alongside the northern boundary of Developer's property.*

-Construction of New Culvert

At the October 10, 2022 PandZ meeting, Dr. Lynn Wilder, illustrated, with the aid of a short video, that the current stormwater design was now rerouting all the Development's stormwater to a single source at the southeastern side of the Development (bordering Bay Colony). Historically, water percolated across the property and was filtered by the dense vegetation. The current design sends all the water to a single source with nowhere to actually go. Developer's engineer was not aware of the existing easement on the eastern boundary of Developer's property and agreed to build a culvert. The PandZ minutes state, "Applicant will coordinate, size and install a proper culvert at the appropriate chokepoint."

At the PandZ meeting, there was lengthy discussion about the issue of the single point of flow toward the southeastern corner of Developer's Property. Citizens pointed out that there was a road and a fence that were in the path of the flow and that there was a culvert, installed by a resident, to help direct water towards the drainage ditch within the Bay Colony easement. Sean Marsten, representing Developer, agreed that Developer would "coordinate, size and install a proper culvert" at the location of the current culvert at the end of Acola Street."

*Citizens request Developer, in coordination with the City, size and install a proper culvert as quickly as possible, after first determining the location of an easement between Acola Street on the east and Michael & Rebecca Barlament on the west (Bay Colony property owners).*

Citizens believe that the storm water management issues alone require that City Commissioners postpone approval of Developer's Final Plat with Contingencies. SECTION VIII, Section C, Article 7(b) – STORMWATER MANAGEMENT PLANS of the Land & Use Code for the City of Apalachicola states:

**Identification of the entity responsible for the perpetual care, operation, maintenance, and associated liabilities of the system. If the entity is to be a public body such as a county, municipality, or special district, a letter or other evidence of acceptance must be included. If the entity is a non-public body such as a homeowner's association or private corporation or person, documentation of its existence, fiscal and legal ability, and willingness to accept the responsibility must be included.**

#### **4) Property Filled and Elevated above Surrounding Properties**

Fill material was brought in and raised most, if not all, of the property's elevation higher than the surrounding properties. Citizens also have concern that more fill dirt was brought in than was authorized and permitted by the City. Regardless, the level of Developer's property along its boundaries violates The City's municipal code:

The City municipal code states that fill cannot exceed adjacent property elevation:

**Best management practice method employed to ensure stormwater runoff is maintained onsite. . . .**

**Note: No lot shall be filled to a height that would result in water being conveyed to an adjacent property. No fill shall be placed in city rights-of-way.**

**After site improvements are completed and prior to the issuance of a certificate of occupancy by the city, when applicable, an "As Built" Certification from a Florida licensed engineer, surveyor or architect must demonstrate there will be no discharge of stormwater to adjacent properties and that the filled lot is not higher than the centerline of the road and the adjacent lot on all sides. (See Sec115-2 Fill and Lot grading requirements;**

**[https://library.municode.com/fl/apalachicola/codes/code\\_of\\_ordinances?nodeld=S\\_PBLADECO\\_CH115STMA\\_S115-2FILOGRRE](https://library.municode.com/fl/apalachicola/codes/code_of_ordinances?nodeld=S_PBLADECO_CH115STMA_S115-2FILOGRRE)**

*Citizens request 1) the permit issued by City or other written permission for the fill material used to raise Development's site elevation to its current level, and 2) the written record of fees assessed for the above material based on the fee requirements at the time.*

For the reasons stated above, Citizens respectfully request that the City Commissioners postpone approval of Developer's Final Plat with Contingencies until all the uncertainties and concerns are reviewed, addressed, and formalized. Please see the petition Citizens submitted to you on October 4 which states:

**Neighbors and other citizens of Apalachicola, respectfully request the Apalachicola City Commissioners postpone their November review of the final plat for Palmer Pointe Townhomes until the December City Commissioners meeting to allow time to adequately and appropriately address concerns raised by residents.**

Additional information includes: 1) a video, and 2) a [Google Link](#) with documents, correspondence, and a newspaper article.

Thank you for your attention to this important matter and your hard work for our community.

Kathleen Binder  
Jim Grater  
108 22<sup>nd</sup> Avenue



DOCUMENT PACKAGE Submitted  
to PLANNING AND ZONING - 10/10/22

**Concerned Neighbor's Issues and Questions  
-270 Prado Proposed Development (Palmer Pointe)-**

**1- Stormwater Runoff**

Concerns:

- Overflow from Holding Pond and Spillway onto adjacent property owner's properties.
- Erosion and additional runoff after asphalt is laid down.
- Pertaining to questions with holding pond at Palmer Point, 270 Prado, Apalachicola, Florida.
  - #1 How was the volume of the holding pond calculated given that the water table is so high in this area, ranging from 12" to 24" below median ground level of surrounding properties?
  - #2 The proposed overflow spillway faces the adjoining property at 28 Apaco Ave., which in the case of the holding pond overflowing will cause catastrophic damage to the property at 28 Apaco Avenue. Any future plans for construction at 28 Apaco Ave. will not be possible because of this development.
  - #3 The retention pond discharge pipe directs all water runoff to the residence on the south side of the SE property. Essentially, this routes all stormwater runoff (until it exceeds 0.91 cfs) as a point source onto this property. This property does not have a ditch.
- Current and ongoing flooding issues of surrounding properties. A concern is that runoff from this development will exacerbate the ongoing issues of flooding. Examples of residents with ongoing issues:
  - Adams St. and Prado overall flooding and draining issues. Crumbling asphalt near water mains.
  - CJ Weyrich, 260 Prado, regular flooding in backyard— Apaco/Adams drainage ditch needs excavation and maintenance.
  - Michael and Rebecca Barlament, 137 Bay Colony Way, significant flooding (**Note: See #3 Storm Water Runoff above**)
  - Jim Grater & Kathleen Binder, 108 22<sup>nd</sup> Ave (street flooding when it rains from 110 22<sup>nd</sup> Ave. past the front of 108 22<sup>nd</sup> Ave. to stop sign at the corner. There is a manhole cover marked "Sanitary Sewer" and storm water covers manhole during rainfall. Flooding causes sewage to overflow into the yard at 108 22<sup>nd</sup> Ave. There is a connecting pipe from Palmer Pointe to the lines beneath manhole. Clarification needed for purpose of new pipe.
  - Kirk & Faith Lynch, 258 Prado, regular flooding & runoff.
  - Jeannie Glass, 39 Apaco Ave., moved into property in August, 22. Already experienced significant flooding on Apaco Ave. and her property.
- CDG reported note: "Please note that any rainfall event greater than this (24 hr 25-yr rain event) will result in discharge from the pond spillway. Soil armament and

appropriate construction methods should be implemented with this in mind." [August 1, 2022, memo to Bree Robinson. Palmer Point Townhomes hydraulic review]

- Concerns that storm water runoff of Denton Cove may create added impact to the issues of stormwater runoff and drainage at Palmer Pointe.

Request:

City adequately and appropriately address these concerns before approving final plat for the project.

## 2- Trees

Concerns:

- The number of trees that were removed:
  - Removal of trees began before permit was requested/granted.
  - Permit for 24 trees was granted at a cost of \$600.00. Neighbors counted more than 40 trees removed.
  - Permit to remove trees noted that there weren't any 'patriarch' trees designated to be removed; yet many were removed.
  - A number of trees removed were over 35' and city regulations require \$1000 fee per tree. This was not assessed. The 8/2/22 plat map is labeled "current conditions" and shows large trees present, which is not the case.

Request:

- Developer present a plan to provide trees and shrubbery to alleviate noise and light pollution, as well as providing privacy.
- Request City provide explanation for the lack of oversight of tree removal and not collecting the full amount of appropriate fees.

## 3- 13' elevation of property

Concerns:

- Property has an elevation of 13', roughly .5' above neighboring properties.
- Runoff will add to flooding issues for neighbors.
- Was the developer assessed appropriate fee for bringing this significant quantity of fill dirt?

Request:

- Provide appropriate and adequate response to concerns about elevation of property and runoff.
- Provide the approval process for bringing in fill dirt and fee assessed.

#### **4- Parking**

Concerns:

- Overflow and guest parking. Each townhome has a single-car garage and one parking spot. It is reasonable to expect that many residents will have recreational vehicles (e.g., boats, kayaks, etc.) that will take up the garage space, leaving only one parking space for each townhome. We are concerned that residents and their guests will park along Prado making for a health and safety hazard for residents and surrounding neighbors.

Request:

- Provide a solution/plan for parking that will address the shortage of parking spaces in the current plan.

#### **5- Health & Safety**

Concerns:

- Lack of fence or security for holding pond. This is a rather large (for the community) and deep holding pond. Given the number of children that live around this project as well as potential children that will reside within the project, the lack of security provides a serious health and safety hazard.
- Stagnant water in the holding pond. This body of water is a stagnant pool of water that will be a breeding ground for mosquitoes.

Request:

- Construct a fence or other structure that secures and prevents access to the holding pond.
- Construct an aerator in the pond to keep the water moving to discourage mosquito growth.

#### **6- Easement**

Concerns:

- Easement alongside the eastern portion of the property. Historically, there was a 30-foot easement running alongside the property boundary to the east which continued across Apaco Ave. This easement is shown on older Apalachicola plat maps and other zoning maps. A recent property search was completed by Sondra Taylor-Furbee (owner of lots adjacent to the eastern boundary) that no longer shows that 30' easement between her property and Palmer Pointe, though the easement remains across Apaco Ave. For at least the last 13 years, the City has maintained that easement and city

employees have communicated to neighbors that the City owned that property. In conversations with clerks at the courthouse, we have learned that this 30' easement has now been removed from plat records with the explanation that it was a mistake.

- Concerns about who will maintain this 30' easement, which allows for drainage for stormwater.

**Request:**

- Clarify questions about ownership of this easement.
  - Provide an adequate and appropriate plan for the oversight and management of this easement and drainage.
- 

## **7- HOA Documents**

**Concern:**

- Mention of 65' easement for additional road on the property and language that seems to refer to property at Santa Rosa Beach.

**Request:**

- Clarify and correct HOA documents and Articles of Incorporation, if necessary, **before** final plat approval.

Comments on Palmer Point Development

From Lynn Wilder, PhD, CIH (ret'd), Apalachicola resident

To the City of Apalachicola

Attn: Bree Robinson, Grant Coordinator and City Planner

9-22-22

Hi Bree,

I am submitting comments and questions based on my review of the developers plans and CDG's 7-22 report. I have both general and document-specific comments.

General comments:

More clarification and explanation is needed to understand how properties will not experience more flooding due to the new property use. By elevating the property to 13 ft, it is elevated above all surrounding properties. Please explain how this will not cause extra storm water runoff in areas to the north, south, east, and west of the development—even during a non 25-year rain event.

After visiting the SE corner of the property, it appears that excess water leaving the proposed spillway will and overflow piping will impact the adjacent properties. Where there was general site runoff before, there is now point source runoff directed at the existing southeastern properties. The existing ditches will not handle increased runoff. How can home flooding not increase?

All schematics reference 2014 FEMA flood zone designations. Why aren't the new designations required?

The actual size of the property is inconsistent across (and sometimes within) documents. Wouldn't modeling runoff estimates be impacted by the acreage amount model inputs? I found acreage from 1.99 – 3.4 acres. 2.2226 acres was used in the

Document specific comments:

---Palmer Point Townhomes grading plan, 6/6/22, sheet C-104

- 1) The elevation surrounding all sides of townhome property, except for the south drainage area, appears to be 13 feet. This is also higher than the sides of the retention pond walls and the spillway. Essentially, no storm water will stay on or backup onto the developed property. Please explain how this equates to no change in stormwater patterns between pre and post development.

- 2) The detail on the bottom left shows the height of the drain being the equivalent to a "100 yr peak stage=11.89 ft". All of the models used a 24-hr, 25-yr rainfall event. How was the former calculated?

--Site Layout Plan, 8-2-22, sheet C-103

- 1) The figure indicates the flood zone lines are drawn using FEMA 2014 data. FEMA has reclassified flood zones since then. What do the schematics look like with the new designations?

--TR&A, 8-11-22, survey job #22-557

- 1) There is no surveyor signature or seal. It says the Plat is not valid without them.
- 2) Plat note 1. What were the 'special instructions as per client'?
- 3) Plat note 5 references outdated FEMA flood zone designations..
- 4) Plat note 6. The flood zones shown are approximate, not field located/verified. In a situation like this where area flooding is already happening, shouldn't field verification occur? Soil excavation, regrading and changing elevations and slopes, etc., is occurring throughout the noted flood zone transition areas. Good engineering and field verification practices are important.

--Palmer Townhomes construction documents, August 2022, Urban Catalyst Consultants, Inc.

- 1) Page 2, Schematic by POOLE Engineering and Surveying, Inc., 8-2-22. It is unclear if Parcel 2 includes the existing drainage ditch along the eastern side of the property. Please clarify.

---CDG 270 Prado Street Site Review, July, 2022.

- 1) Appendix B. A note under the overflight says "Warning: Soil ratings map may not be valid at this scale."

It goes on to say that

"You have zoomed beyond the scale at which the soil map for this area is intended to be used. Mapping of soils is done on a particular scale. The soil surveys that comprise your AOI [area of interest] were mapped [words cut off] design of map units and the level of detail shown in the resulting soil map are dependent on that map scale."

And

"Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting [words cut off] been shown at a more detailed scale."

QUESTION: Since this map is used to determine the soil rating and the percentages each soil rating on the property, shouldn't it be more precise? Given the current frequency of flooding, more precision about the property's soil characteristics seems prudent.

--Email from Sean Martin (Urban Catalyst Consultants), to Bree Robinson 7-29-22. Revised changes to the control structure.

1) Have all of CDG comments been addressed?

--Memo from Joe Adam's, CDG Engineering and Associates, to Bree Robinson, City of Apalachicola, 8-1-22

1) The memo indicates the developer's revisions meet City requirements, and that

"The pre-development flow calculated was 0.99 cfs with the post development discharge of 0.91 cfs. Please note that any rainfall greater than this [24-hr 25-yr rainfall event] will result in discharge from the pond spillway. Soil armament and appropriate construction methods should be implemented with this in mind."

QUESTION: Was all of the pre-development flow leaving the property at the southeast corner of the site? If not, how can we say that allowing all excess stormwater to leave via the spillway and essentially flood homes in that area meets City and State requirements?

QUESTION: Are the rainfall amounts used in the calculations based on recent data? Based on the past 3-4 years of excessive rain in 24- and 48-hr events, perhaps using the maximum 3-year 24-hr rain amounts might be more realistic data for the models. Flooding during these events has gotten worse over the years.

--page 27 of the Apalachicola Townhomes - Stormwater Analysis Report

F:/21033.00- Apalachicola Townhomes/storm/CPR/ model -proposed

QUESTION: Why are 100- yr storm estimates provided?



Ms. Bree Robinson  
City Planner, City of Apalachicola 192  
Coach Wagoner Blvd.  
Apalachicola, FL 32320

September 28, 2022

Re: Staff and Community Comment Response  
Project: Palmer Pointe  
Parcel ID: 01-095-08W-8330-0265-0010

Dear Ms. Robinson,

URBAN CATALYST CONSULTANTS, INC. (UC<sup>2</sup>) is responding to the comments dated September 26, 2022 issuing from a meeting held on September 9, 2022. Below are our responses to the comments:

**General Comments:**

- 1) More clarification and explanation is needed to understand how properties will not experience more flooding due to the new property use. By elevating the property to 13 ft, it is elevated above all surrounding properties. Please explain how this will not cause extra storm water runoff in areas to the north, south, east, and west of the development—even during a non 25-year rain event.

**Response: The property was filled in the areas of the home construction. The property was filled so that the homes would be at least three feet above the surrounding flood plain elevation of ten feet. The property is graded so that all the stormwater that falls on the site drains to the pond. The outfall of the pond is located on the lowest point of the site adjacent to a stormwater ditch.**

- 2) After visiting the SE corner of the property, it appears that excess water leaving the proposed spillway will and overflow piping will impact the adjacent properties. Where there was general site runoff before, there is now point source runoff directed at the existing southeastern properties. The existing ditches will not handle increased runoff. How can home flooding not increase?

**Response: The site always drained to the southeast corner of the site. The outfall from the pond does not exceed the pre-development runoff. This project does not have a negative impact on the drainage ditch.**

- 3) All schematics reference 2014 FEMA flood zone designations. Why aren't the new designations required?



**Response: The 2014 FEMA flood zone designations are the current designations for this site. See attached FEMA map.**

*Urban Catalyst Consultants, Inc., 2851 Remington Green Circle, Suite D, FL. 32308 – 850-999-4241*

**Document Specific Comments:**

Palmer Pointe Townhomes Grading Plan, 6/6/22, Sheet C-104:

- 4) The elevation surrounding all sides of townhome property, except for the south drainage area, appears to be 13 feet. This is also higher than the sides of the retention pond walls and the spillway. Essentially, no storm water will stay on or backup onto the developed property. Please explain how this equates to no change in stormwater patterns between pre and post development.

**Response: The site is graded to have runoff directed to the stormwater pond. The pond discharges at the lowest point of the site at pre-development rates and is consistent with the existing drainage patterns.**

- 5) The detail on the bottom left shows the height of the drain being the equivalent to a “100 yr peak stage=11.89 ft”. All of the models used a 24-hr, 25-yr rainfall event. How was the former calculated?

**Response: The City of Apalachicola requires that the 24-hour, 25-year storm event be used to determine that post-development rate does not exceed pre-development rate. We also ran the 100-year event to determine the maximum stage in the pond, which is not a requirement of the City.**

Site Layout Plan, 8/2/22, Sheet C-103:

- 6) The figure indicates the flood zone lines are drawn using FEMA 2014 data. FEMA has reclassified flood zones since then. What do the schematics look like with the new designations?

**Response: The FEMA 2014 data is current for this project site. See attached FEMA map.**

TR&A, 8/11/22, Survey Job #22-557:

- 7) There is no surveyor signature or seal. It says the Plat is not valid without them.

**Response: The final plat must be printed on mylar. After review from the City Attorney, the plat will be printed on the proper media, at which time it will be signed by the surveyor.**

- 8) Plat note 1. What were the 'special instructions as per client'?

**Response: The "special instructions..." were to prepare a final plat consistent with Chapter 177 of Florida Statutes and Standards of Practice for Land Surveying (F.A.C. 5J-17.051).**

- 9) Plat note 5 references outdated FEMA flood zone designations.

**Response: The FEMA flood zone designations are correct.**

- 10) Plat note 6. The flood zones shown are approximate, not field located/verified. In a situation like this where area flooding is already happening, shouldn't field verification occur? Soil excavation, regrading and changing elevations and slopes, etc., is occurring throughout the noted flood zone transition areas. Good engineering and field verification practices are important.

**Response: The flood elevation for our project area is ten feet. Flood zones are typically identified by elevation if known.**

Palmer Townhome Construction Documents, August, 2022, Urban Catalyst Consultants, Inc.

- 11) Page 2, Schematic by POOLE Engineering and Surveying, Inc., 8-2-22. It is unclear if Parcel 2 includes the existing drainage ditch along the eastern side of the property. Please clarify.

**Response: The drainage ditch on the eastern side was surveyed. This is the headworks for the ditch and it is shallow.**

CDG 270 Prado Street Site Review, July, 2022:

- 12) Appendix B. A note under the overflight says "Warning: Soil ratings map may not be valid at this scale."

It goes on to say that

“You have zoomed beyond the scale at which the soil map for this area is intended to be used. Mapping of soils is done on a particular scale. The soil surveys that comprise your AOI [area of interest] were mapped [words cut off] design of map units and the level of detail shown in the resulting soil map are dependent on that map scale.”

And

“Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting [words cut off] been shown at a more detailed scale.”

**QUESTION:** Since this map is used to determine the soil rating and the percentages each soil rating on the property, shouldn't it be more precise? Given the current frequency of flooding, more precision about the property's soil characteristics seems prudent.

**Response:** The soil survey identified in the stormwater report was used to determine runoff coefficients in the modeling. A geotechnical investigation was provided for the final pond design.

Email from Sean Marston (Urban Catalyst Consultants), to Bree Robinson 7/29/22. Revised Changes to the Control Structure:

13) Have all of CDG comments been addressed?

**Response:** Yes, see attached letter from CDG.

Memo From Joe Adams, CDG Engineering and Associates, to Bree Robinson, City of Apalachicola, 8/1/22:

14) The memo indicates the developer's revisions meet City requirements, and that “The pre-development flow calculated was 0.99 cfs with the post development discharge of 0.91 cfs. Please note that any rainfall greater than this [24-hr 25-yr rainfall event] will result in discharge from the pond spillway. Soil armament and appropriate construction methods should be implemented with this in mind.”

**QUESTION:** Was all of the pre-development flow leaving the property at the southeast corner of the site? If not, how can we say that allowing all excess stormwater to leave via the spillway and essentially flood homes in that area meets City and State requirements?

**Response: The pre-development flow left the property in the southeast corner (lowest point on site). Post-development flow does not exceed pre-development flow.**

- 15) QUESTION: Are the rainfall amounts used in the calculations based on recent data? Based on the past 3-4 years of excessive rain in 24- and 48-hr events, perhaps using the maximum 3year 24-hr rain amounts might be more realistic data for the models. Flooding during these events has gotten worse over the years.

**Response: The rainfall data was obtained from NOAA for this area and is current.**

Page 27 of the Apalachicola Townhomes – Stormwater Analysis Report  
F:/21033.00- Apalachicola Townhomes/storm/CPR/ model -proposed:

- 16) QUESTION: Why are 100- yr storm estimates provided?

**Response: To determine how the pond would function in a 100-year event (maximum stage). Stormwater will not overtop the pond and will exit the spillway in a 100-year event.**

Please review our responses to the comments; if you have any questions, please give me a call.

Best Regards,



Sean K. Marston, P.E.  
President, Urban Catalyst Consultants, Inc.



Engineering. Environmental. Answers.

170 East Main Street  
Dothan, AL 36301  
Tel (334) 677-9431  
Fax (334) 677-9450

[www.cdge.com](http://www.cdge.com)

August 1, 2022

Attention: Bree Robinson  
City of Apalachicola

Reference: Palmer Pointe Town Homes  
Hydraulic Review

Dear Mrs. Robinson:

CDG, Inc. has reviewed the amended design and supporting calculations as provided by Urban Catalyst Consultants, Inc. on Friday July 29, 2022. The revisions to the design and supporting calculations do now meet the City's requirements for the detention of the 24-hr 25-year rain event without increase of the discharge amount. The pre-development flow calculated was 0.99 cfs with the post-development pond discharge of 0.91 cfs. Please note that any rainfall event greater than this will result in discharge from the pond spillway. Soil armament and appropriate construction methods should be implemented with this in mind.

Sincerely,

CDG Engineers & Associates, Inc.

Joe Adams, P.E.  
Engineer

ALBERTVILLE

ANDALUSIA

AUBURN

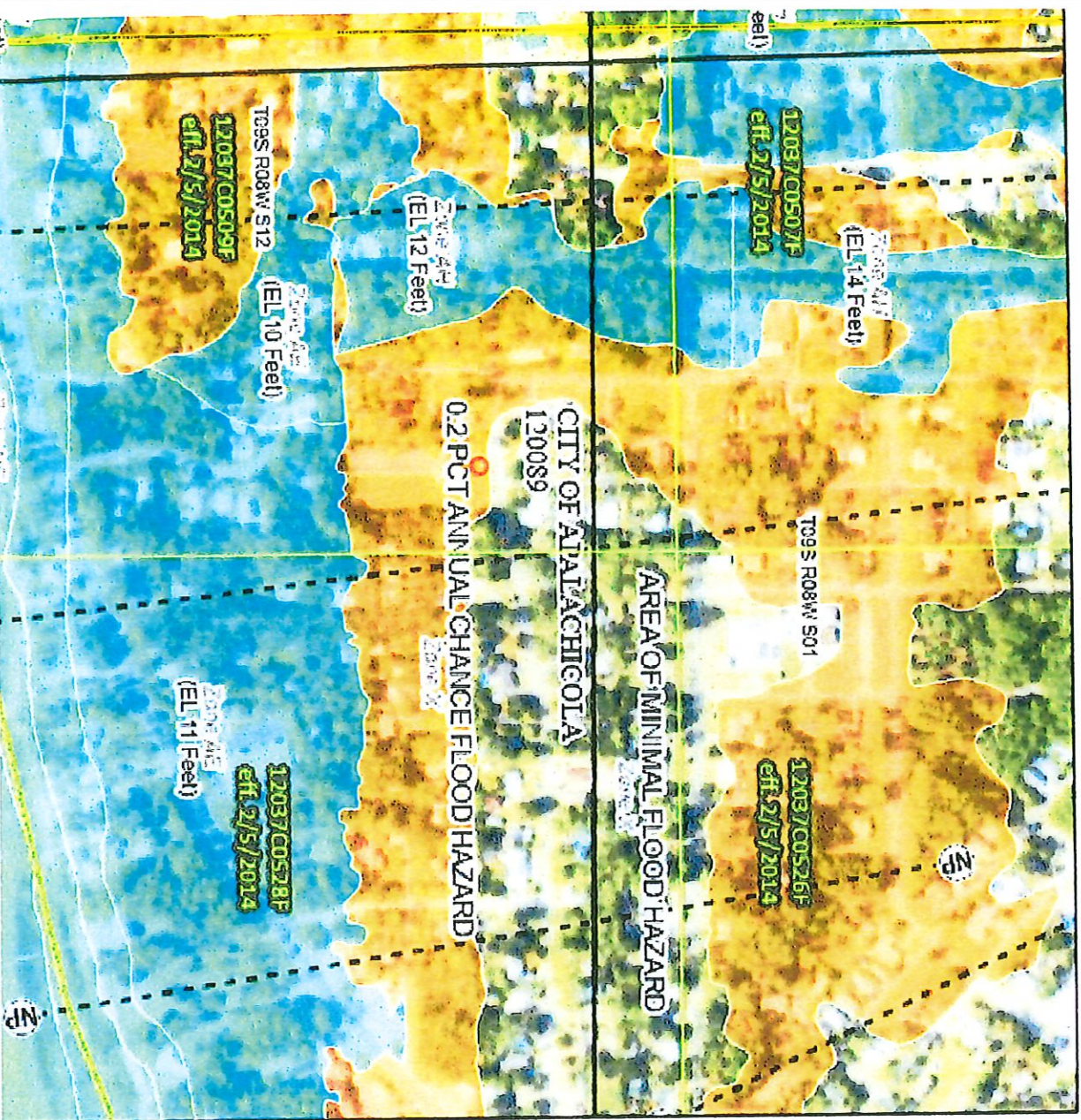
DOTHAN

GADSDEN

HOOVER

HUNTSVILLE

# Flood Hazard Layer FIRMette



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

### SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)  
Zone A, V, AE, AP  
With BFE or Depth Zone AE, AO, AH, VE, VE1  
Regulatory Floodway

### OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes, Zone X
- Area with Flood Risk due to Levee, Zone D

### OTHER AREAS GENERAL STRUCTURES

- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRS
- Area of Undetermined Flood Hazard Zone D
- Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall

- 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
- 17.2 Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

### MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map

Comments on Palmer Point Development

From Lynn Wilder, PhD, CIH (ret'd), Apalachicola resident

To the City of Apalachicola

Attn: Bree Robinson, Grant Coordinator and City Planner

10-3-22

Hi Bree,

I am submitting comments and questions based on my review of Urban Catalyst Consultants 9/28/22 response to my 9/26/22 comments.

**\*\*Urban Catalyst Consultants 9-28-22 letter to Bree " responding to comments dated Sept 26 2022 issuing from a meeting held on Sept 9, 2022."**

- The comments were submitted by me after reviewing documents about the proposed plan. They are not comments voiced at the 9-9-22 meeting.
- I cannot verify if the response to my second comment is valid. Please provide documentation that surface water runoff always drained to the southeast corner of the site.

The response "This project does not have a negative impact on the drainage ditch" does not answer my second comment "...where there was general runoff before, there is now a point source runoff [a point source discharge] directed at the southeastern properties. The existing ditches will not handle increased water runoff."

- New comment: If all on site water originally drained to the SE corner of the site, why was fill dirt necessary?

**\*\*Palmer Townhome Construction Documents, August 2022, Urban Catalyst Consultants, Inc.**

- The comment/question wasn't answered. I asked if Parcel 2 included the drainage ditch. The response "The drainage ditch on the eastern end was surveyed. This is the headworks for the ditch and it is shallow." doesn't answer who owns the ditch.

**August 1, 2022**

**Attention: Bree Robinson**

**City of Apalachicola**

**Reference: Palmer Pointe Town Homes**

**Hydraulic Review**

Dear Mrs. Robinson:

CDG, Inc. has reviewed the amended design and supporting calculations as provided by Urban Catalyst Consultants, Inc. on Friday July 29, 2022. The revisions to the design and supporting calculations do now meet the City's requirements for the detention of the 24-hr 25-year rain event without increase of the discharge amount. The pre-development flow calculated was 0.99 cfs with the post-development pond discharge of 0.91 cfs. Please note that any rainfall event greater than this will result in discharge from the pond spillway. Soil armament and appropriate construction methods should be implemented with this in mind.

Sincerely,

CDG Engineers & Associates, Inc.

Joe Adams, P.E.

Engineer

- Comment: The retention pond discharge pipe directs all water runoff to the residence on the south side of the SE property. Essentially, this routes all stormwater runoff (until it exceeds 0.91 cfs) as a point source onto this property. This property does not have a ditch that can support this amount of runoff, let alone additional water from the spillway when a 24-hr 25-yr rain event is exceeded.
  - Please provide evidence that there was a predevelopment equivalent of a point source for all surface water runoff routed to this residence.
  - Who will ensure there is a ditch or other means to route this runoff along a path to another holding pond prior to discharge into the bay or into a stormwater drain to the sewage treatment plant?



**\*\*CDG 270 Prado Site Review, July 2022**

- Please provide copies of or a link to the soil survey and geotechnical investigation reports used to determine soil characteristics.
- What are the soil characteristics of the new fill material? Has the permeability changed?

**FEMA flood zones**

- If the FEMA flood zone designation for the property are 0.2 and AE, have you modified the flood zone designation by bringing in fill?

**August 1, 2022**

**Attention: Bree Robinson**

**City of Apalachicola**

**Reference: Palmer Pointe Town Homes**

**Hydraulic Review**

Dear Mrs. Robinson:

CDG, Inc. has reviewed the amended design and supporting calculations as provided by Urban Catalyst Consultants, Inc. on Friday July 29, 2022. The revisions to the design and supporting calculations do now meet the City's requirements for the detention of the 24-hr 25-year rain event without increase of the discharge amount. The pre-development flow calculated was 0.99 cfs with the post-development pond discharge of 0.91 cfs. Please note that any rainfall event greater than this will result in discharge from the pond spillway. Soil armament and appropriate construction methods should be implemented with this in mind.

Sincerely,

CDG Engineers & Associates, Inc.

Joe Adams, P.E.

Engineer

**From:** Sondra Taylor-Furbee sondrafurbee@gmail.com  
**Subject:** Fwd: 270 Prado Development  
**Date:** October 3, 2022 at 8:16 AM  
**To:** Lynn Wilder 3dogpac@gmail.com, Kathleen Binder Kathleenmbinder@gmail.com, pamelajerwin@gmail.com

---

----- Forwarded message -----  
**From:** Sondra Taylor-Furbee <sondrafurbee@gmail.com>  
**Date:** Sun, Oct 2, 2022 at 1:20 PM  
**Subject:** 270 Prado Development  
**To:** <mshuler@shulerlawfl.com>, <dan@llegalteam.com>

Mr. Shuler,

I am a full-time resident of Apalachicola whose house and property border the 270 Prado Development. My land borders the project along the ditch that also borders a property of yours. I am concerned about the future upkeep of the ditch as it allows drainage for much of the neighborhood

When 270 Prado land went up for sale, Peter Haugland, Linda Jones, David Lloyd, and I contacted Shelly Shepard, realtor, concerning the possibility of purchasing the land to protect the neighborhood.

Peter Haugland, my partner who lives with me at 28 Apaco St., went to the County Mapping Department to verify the easement between the Mormon Church property and land owned by me. Staff at the Franklin County Mapping Department told Peter that the easement was not 30 feet, as I thought, that the city easement was a 40 feet easement and he was in the process of correcting the map. He showed Peter the plat page of this easement.

As this seemed to be adequate protection, the group of neighbors decided against going forward with the intent to submit an offer on the property.

In September 2021, the property was purchased by 800 Mexico Beach, LLC.

In November 2021, Peter and I were out of town for a few days and when we returned there were survey markers up to the boundary of my property.

I went back to the Franklin County mapping department and was told that there had been an error and that the easement property actually belonged to the Mormon Church and was now the property of the developer.

I had heard, not first hand, that the developer had offered to sell the easement to the city but that the city had declined. (I have not been able to verify this) I then, on December 7, 2021, emailed Travis Wade, city manager, asking the city to purchase the easement. I offered to consider purchasing the land and deeding it to the city if funding was not available. I received no response. I am attaching that email.

In September 2022 I obtained a title search, which I am attaching. I see no indication that the city was ever deeded the easement.

I have been here for thirteen years, and for that time county inmates provided upkeep of vegetation and growth in the ditch. I am concerned that the ditch will no longer be maintained.

I am asking for some clarification as to who is responsible for maintaining the ditch and due to historical maintenance of the ditch, does the city or the county have rights to this easement? My understanding of eminent domain would suggest that the city or county could own this easement after years of maintenance.

Please note that I am including Dan Hartman, Apalachicola City Attorney.

Thank you,

Sondra Furbee

--

Sondra Taylor-Furbee  
28 Apaco Ave.  
Apalachicola, FL 32320  
850.509.1684

--

Sondra Taylor-Furbee  
28 Apaco Ave.  
Apalachicola, FL 32320  
850.509.1684



Title Search.pdf



email to Travis  
Wade.docx

**Sondra Taylor-Furbee <sondrafurbee@gmail.com>**

Tue, Dec 7,  
2021, 11:24 AM

to Travis, Adriane, Brenda, Despina, Anita

Travis,

Thank you for looking into the 40 feet on the west edge of my property that borders the new development of the Mormon Church.

My main concern now is that there is a drainage ditch that goes down that entire side of that property, where much water from the entire neighborhood flows. I am attaching a short video of what that looks like during heavy rain.

When the new owner/developer offered to sell that easement to the city, was any civil engineer or expert consulted as to the value of the city having access to maintaining that ditch? For many years that ditch was maintained by the city, with prisoners clearing and mowing the area. I do not see any indication that the plans for the development include this ditch which goes from Prado, past my property and down to Bay Colony. I know that the development includes a substantial holding pond.

I would like for the city to reconsider acquiring that easement. If there is no funding to do that, I would be willing to consider purchasing the land and donating it to the city, for the good of the neighborhood.

Sincerely,

Sondra Taylor-Furbee

28 Apaco Ave.  
Apalachicola, FL 32320  
850.509.1684

**David Adlerstein (Nov. 3<sup>rd</sup>)**  
**dadlerstein@nevespublishing.com**

If Jim Rudnick had wanted to keep the 2,300-square foot church building that served for nearly 50 years the local congregation of The Church of Jesus Christ of Latter-Day Saints, as part of the 2.4-acre land deal he closed on in September, he would have had to agree to conditions he hadn't encountered in 30 years of working as a developer.

Indulging in alcohol and tobacco use, or using abusive language, all such practices that Mormons prohibit anywhere, but most especially on hallowed ground, the church asked the buyer, 800 Mexico Beach LLC, agree to disallow in perpetuity. Special care would have to be taken with the concrete, tiled baptismal font.

LaDonna Ingram, an agent with Robinson Real Estate Company, had seen a couple deals fall through, Rudnick said, for whatever reason.

This one took a while, but the closing took place Sept. 28, for the asking price of \$270,000, and now the veteran Tallahassee-based developer is at work securing the necessary city approvals for the R-2 property to raze the building and raise up about two-dozen townhouses.

"It's the first time I bought a church, it took a lot. There were a lot of legalities, they wanted more like church restrictions," said Rudnick. "It was a good process."

He was advised by Eastpoint attorney Kristy Branch Banks on the contract; Old Republic Title, based in DeFuniak Springs, handled the closing.

"Both the attorney and the title company were very helpful," Rudnick said.

It will be 12 to 18 months at the earliest, before the properties will spring up on the land at 270 Prado, on the westernmost edge of Apalachicola, not far from where it turns into Brownsville Road.

"We want to do it fairly quick, the demolishing," he said. "The engineers are working on a site plan, within 90 days."

Rudnick is estimating 24 to 26 townhouses, and as he prepares to nail down specifics of his plan, he knows what the need is, as a frequent visitor to St. George Island dating back to 1975.

He had moved to Tallahassee from South Florida, graduated in 1978 from Florida State and built Rudnick Development in the '80s and '90s, first with commercial ventures throughout the Southeast and beyond, and more recently in apartment housing developments, land-mitigation credit sales and acquisitions, renovations from apartments to luxury condominiums, and the development of call centers across the country, according to the company's website.

"We do not know what we're going to be doing yet, we're looking at what to do with it. We know there's a real demand for housing workers. I've heard from a lot of county commissioners and from school board members," he said. "It's impossible to get houses at a reasonable price.

"Everybody's told me you need an ungodly amount of rentals for employees," Rudnick said. "These are not going to be high-rental units. This is going to be low-cost housing, totally private in nature.

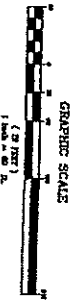
"It could be a full rent product; it could be a for sale product. We want to do something efficient that works for everybody and that we'll be able to build it," he said.

"I've told them to go as soon as we can."

Once the permitting is complete to move ahead with demolition, Rudnick will have the added challenge of disposing of the debris, much of it asbestos, which raises environmental concerns as to how it is handled.

Whatever expectations Rudnick has for the project, they'll be grounded in a veteran developer's grasp of the whole picture, the longer view.

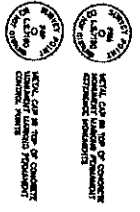
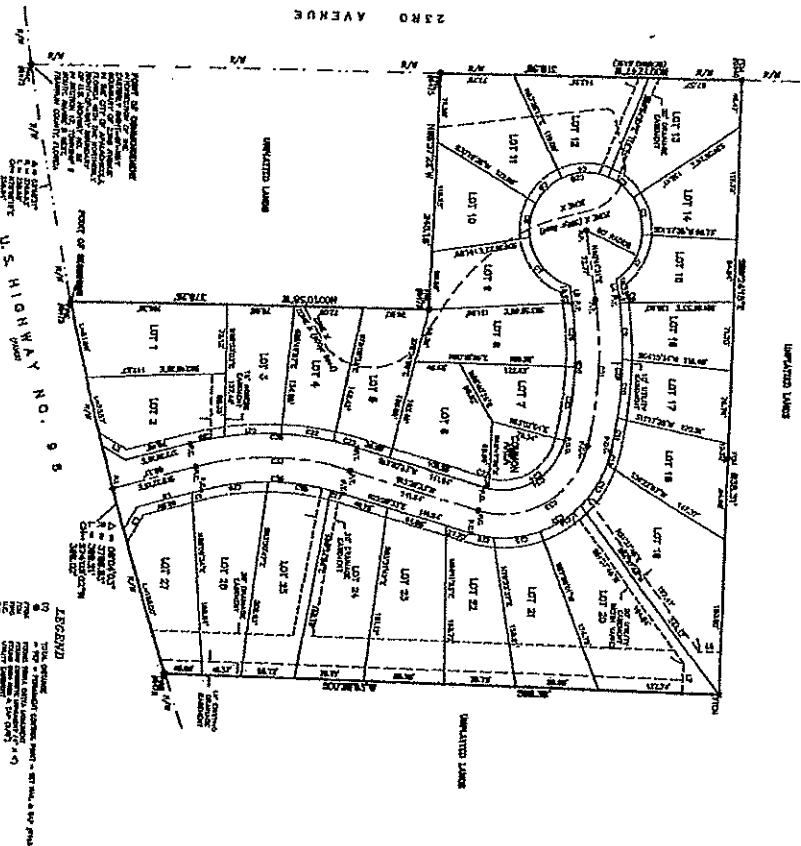
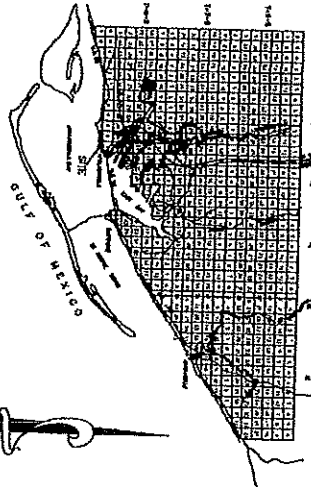
"We're seeing the top four real estate values we've seen prior to 2008," he said. "It's not going to hold."



# BAY COLONY

PLAT BOOK 2 PAGE 5

A SUBDIVISION LYING IN SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, LYING WITHIN THE CITY LIMITS OF APALACHICOLA, FLORIDA.



Not valid without the signature and the official seal of the Surveyor and the Engineer.

**SURVEYOR'S CERTIFICATE**  
 I, **THURMAN RODDABERRY**, Surveyor, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly licensed Surveyor in the State of Florida.

**PLAT NOTES:**

1. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS REFERENCE TO HEREIN.
2. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED SURVEYOR IN THE STATE OF FLORIDA.
3. THE DISTANCES AND BEARINGS ARE GIVEN IN FEET AND DECIMALS THEREOF.
4. THE CORNERS ARE MARKED AS SHOWN ON THE PLAT.
5. THE PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS REFERENCE TO HEREIN.
6. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED SURVEYOR IN THE STATE OF FLORIDA.
7. THE DISTANCES AND BEARINGS ARE GIVEN IN FEET AND DECIMALS THEREOF.
8. THE CORNERS ARE MARKED AS SHOWN ON THE PLAT.

**LEGEND:**

- 1. THIS PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS REFERENCE TO HEREIN.
- 2. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED SURVEYOR IN THE STATE OF FLORIDA.
- 3. THE DISTANCES AND BEARINGS ARE GIVEN IN FEET AND DECIMALS THEREOF.
- 4. THE CORNERS ARE MARKED AS SHOWN ON THE PLAT.
- 5. THE PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE DEEDS REFERENCE TO HEREIN.
- 6. THE SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED SURVEYOR IN THE STATE OF FLORIDA.
- 7. THE DISTANCES AND BEARINGS ARE GIVEN IN FEET AND DECIMALS THEREOF.
- 8. THE CORNERS ARE MARKED AS SHOWN ON THE PLAT.

**DEDICATION STATE OF FLORIDA COUNTY OF FRANKLIN**

I, **THURMAN RODDABERRY**, Surveyor, do hereby dedicate to the public the above described land for the use and purpose of a public highway, to-wit: **U.S. Highway No. 98**.

Witness my hand and the seal of my office this **12th** day of **April**, 19**63**.

**THURMAN RODDABERRY**  
 Surveyor

**CLERK'S SEAL**

**PREPARED BY:**  
**Thurman Roddaberry and Associates, Inc.**  
 Professional Surveyors and Mappers  
 124 S.W. 10th St.  
 Gaines, Florida 32601

**DATE:** 12/20/62

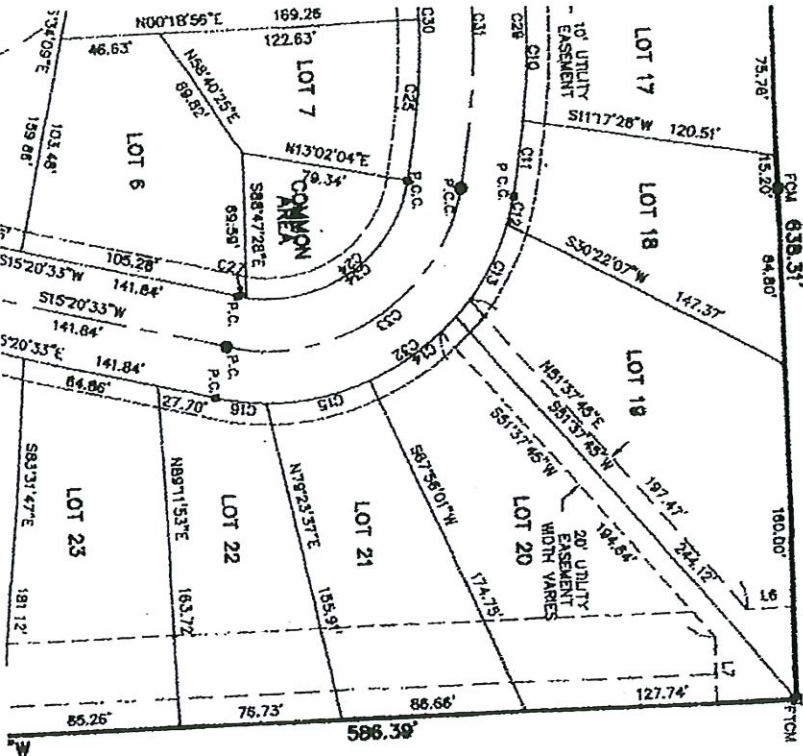
**PLAT NUMBER:** 20-437



# COLONY

ING IN SECTION 12,  
H, RANGE 8 WEST,  
FLORIDA AND  
CITY LIMITS OF  
FLORIDA.

ED LANDS



UNPLATTED LANDS

## DEDICATION STATE OF FLORIDA COUNTY OF FRANKLIN

Know all men by these presents that FIGHTING CHAIR PARTNERS, LLC, (a limited liability company), the owner in fee simple of the lands shown hereon, platted as BAY COLONY, and described as follows:

A tract of land lying in Section 12, Township 9 South, Range 8 West, Franklin County, Florida and being more particularly described as follows:

Commence of a re-rod (marked #4175) marking the intersection of the Eastern right-of-way boundary of 23rd Avenue in the City of Apoplectic, Florida with the Northern right-of-way boundary of U.S. Highway No. 98 in Section 12, Township 9 South, Range 8 West, Franklin County, Florida said point also lying on a curve concave to the Northwesterly, thence along said right-of-way boundary having a radius of 3768.83 feet, through a central angle of 03 degrees 48 minutes 31 seconds for an arc distance of 250.58 feet, chord being North 78 degrees 24 minutes 19 seconds East 250.54 feet to a re-rod (marked #4175) marking the POINT OF BEGINNING and leaving said right-of-way boundary run North 00 degrees 55 seconds West 376.26 feet to a re-rod (marked #4175), thence run North 88 degrees 31 minutes 22 seconds West 246.18 feet to a re-rod (marked #4175) lying on the Eastern right-of-way boundary of 23rd Avenue, thence run North 00 degrees 12 minutes 47 seconds West along said right-of-way boundary a distance of 318.36 feet to a concrete monument (marked #4175), thence looking said right-of-way boundary monument, thence run South 00 degrees 03 seconds West 586.39 feet to a re-rod (marked #4175) lying on the Northern right-of-way boundary of said U.S. Highway No. 98 said point also lying on a curve concave to the Northwesterly, thence run Southwesterly along said right-of-way boundary having a radius of 3768.83 feet, through a central angle of 08 degrees 04 minutes 03 seconds for an arc distance of 598.21 feet, chord being North 74 degrees 02 minutes 02 seconds West 586.02 feet to the POINT OF BEGINNING containing 7.57 acres, more or less.

HAVE CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON. ALL ROADS, STREETS, RIGHTS OF WAY AND EASEMENTS SHALL BE FOR THE PRIVATE USE OF THE OWNERS WITHIN BAY COLONY, THE DECLARANT AND OR HIS ASSIGNS AND SHALL BE MAINTAINED BY THE BAY COLONY HOMEOWNERS ASSOCIATION, INC. NO PART OF THE LAND SHALL BE DEEMED TO HAVE BEEN DEDICATED TO THE MAINTENANCE OF ANY SUCH ROAD, STREET OR RIGHT OF WAY SHOWN HEREON, THIS DAY OF 2003.

FIGHTING CHAIR PARTNERS, LLC.

BY: Gregory S. Cunningham  
GREGORY S. CUNNINGHAM  
(GENERAL PARTNER)

WITNESS SIGNATURE  
Michelle Anderson  
PRINT NAME  
Michelle Anderson  
WITNESS SIGNATURE  
Liz Keiser  
PRINT NAME  
Liz Keiser

ACKNOWLEDGMENT  
STATE OF FLORIDA  
COUNTY OF FRANKLIN  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF 2003, BY GREGORY S. CUNNINGHAM, GENERAL PARTNER OF FIGHTING CHAIR PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

WITNESS MY HAND AND SEAL AT Apoplectic FLORIDA  
THIS 21st DAY OF February 2003.  
NOTARY [Signature] MY COMMISSION EXPIRES: \_\_\_\_\_

OUTFALL DITCH EASEMENT DEED

Teague & Oliver et als.,  
to  
State of Florida.

Project 245-A (3098)  
State Road 10  
SRD# 29

KNOW ALL MEN BY THESE PRESENTS that S. E. Teague, and Mabel Teague his wife and H. L. Oliver and Martha K. Oliver, his wife, as Grantors, in consideration of One Dollar and other valuable considerations to them in hand paid, receipt whereof is acknowledged, do hereby grant and convey unto the State of Florida as Grantee, and its assigns, the easement, license and right to excavate, construct and maintain outfall and drainage ditches and drains, upon and through the following described lands situate in Franklin County, Florida, to-wit:

Ditch Right and Left of Station 258+38.3

The Land owned by parties of the first part, lying and being in the W $\frac{1}{2}$  of Fractional Section 12, Township 9 South, Range 8 West and being bounded on the East by Philaco Shores Subdivision, on the South by Apalachicola Bay and on the West by land owned by George Branch Estate. Said right of way being 28 feet wide, lying 14 feet each side of, parallel and adjacent to the following described centerline:

Commence on the West boundary of said Fractional Section 12 at a point 1603.35 feet South of the NW corner thereof and run North 89°28' East 134.58 feet to the point of curvature of a curve to the left having a radius of 3819.83 feet and a central angle of 18°08'; thence Northeasterly along said curve 1210.34 feet to the point of beginning; thence North 0°45' East 100 feet to the end of said right of way; ALSO, Begin at said point of beginning and run South 0°45' West 230 feet to the end of said right of way, containing 0.21 acres, more or less.

Property description approved  
C. J. De Camps  
R/W Construction Engineer

TO HAVE AND TO HOLD the same unto said Grantee and its assigns, together with immunity unto said Grantee from all claims for damage to Grantors' contiguous lands, if any, arising from or growing out of such construction and/or maintenance aforesaid.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals this 15 day of March, 1939.

Signed, sealed and delivered

in presence of:

Herman Whella

John J. Teague

S. E. Teague (Seal)

Mabel Teague (Seal)

H. L. Oliver (Seal)

Martha K. Oliver (Seal)

G. Rodman Porter

Erlene Browne

STATE OF FLORIDA }  
COUNTY OF FRANKLIN }

Before me personally appeared H. L. Oliver and Martha K. Oliver, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

And the said Martha K. Oliver, wife of the said H. L. Oliver, upon a separate and private examination by me taken separate and apart from her said husband, acknowledged to and before me that she executed said instrument freely and voluntarily and without any compulsion, constraint, apprehension, or fear of or from her said husband.

WITNESS my hand and official seal this 15 day of March 1939.

(Notarial Seal)

G. Rodman Porter  
 Notary Public, State of Florida at  
 large.  
 My commission expires Nov. 14, 1939.

STATE OF FLORIDA )  
 )  
 COUNTY OF LEON ) ss.

Before me personally appeared Mr. S. E. Teague and Mrs. Mabel Teague, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

And the said Mrs. Mabel Teague wife of the said S. E. Teague upon a separate and private examination by me taken separate and apart from her said husband, acknowledged to and before me that she executed said instrument freely and voluntarily and without any compulsion, constraint, apprehension, or fear of or from her said husband.

Witness my hand and official seal this 15th. day of March, 1939.

(Notarial Seal)

John Y. Humphress  
 Notary Public in and for the County  
 and State aforesaid.  
 My commission expires: Feb. 9-1941.

Filed May 15, 1939  
 Recorded May 22, 1939  
 W. P. Dodd, Clerk.

RIGHT OF WAY DEED

Anne Ashe et als.,

To

State of Florida

Project 245-A (3098)  
 State Road 10  
 SRD# 20

KNOW ALL MEN BY THESE PRESENTS that Anne Ashe, single and Mabel Ashe Payne, a widow, Esther Ashe Edmunds and husband Wm. C. Edmunds, Perry H. Ashe and wife Bonnie Ashe, all the heirs of Sarah C. Ashe, deceased, as Grantors, in consideration of One Dollar and other valuable considerations to them in hand paid, receipt whereof is acknowledged, do hereby grant and convey unto the State of Florida, as Grantee, and its assigns, a perpetual and exclusive right of way for public road purposes over and upon the following described lands situate in Franklin County, Florida, to-wit:

Lot 9, Block 6 of Neel's Addition to Apalachicola lying and being in Fractional Section 12, Township 9 South, Range 8 West, as recorded in Deed Book S, page 302 of the public records of Franklin County, Florida. Said right of way being that part of the said Lot 9 lying within 50 feet Southeasterly and all of said Lot 9 lying Northeasterly of the following described centerline:

Begin on the West boundary of said Fractional Section 12 at a point 1503.35 feet South 0°37' East of the NW corner thereof and run North 89°28' East 134.58 feet to the point of curvature of a curve to the left having a radius of 3619.83 feet and a central angle of 48°34'; thence Northeasterly along said curve 3237.78 feet to the point of tangency of said curve; thence North 40°54' East 240.27 feet to a point 6.39 feet North 49°37' West of the Northern most corner of Lot 8, Block 4 of Neel's Addition, a subdivision lying and being in said W<sup>1</sup>/<sub>2</sub> of Section 12 as recorded in Deed Book S, page 302 of the above said public records.

This instrument affects only the above described right of way over, through and across said Lot 9, Block 6 of Neel's Addition, containing 0.35 acres, more or less.

Said right of way being in accordance with the right of way map of Project 245-A. State Road 10 on file in the office of the Clerk of the Circuit Court of Franklin County, Florida, and on file in the office of the State Road Department, at Tallahassee, Florida.



270 Prado

FINAL PLAT

Mayor  
Brenda Ash

Commissioners  
Anita Grove  
Adriane Elliott  
Despina George  
Donna Duncan



# CITY OF APALACHICOLA

192 Coach Wagoner Boulevard . Apalachicola, Florida 32320 .  
850-653-9319 . Fax 850-653-2205 . www.cityofapalachicola.com

City Manager  
Travis Wade

Finance Director  
Mark Gerspacher

City Clerk  
Deborah Guillotte

City Attorney  
Dan Hartman

Building Department Report  
Bree Robinson – City Planner

## Final Plat – Palmer Pointe Townhomes @ 270 Prado

### Background & Review:

Preliminary Plat was approved 7/11/2022 by the Planning and Zoning Board at their monthly meeting.  
Preliminary Plat was approved 8/2/2022 by the City of Apalachicola Commission at the August regular meeting.

Final Plat documents were submitted 30 days prior to the 10/10/2022 Planning and Zoning meeting for staff and engineer review. CDG Engineers & Associates, Inc. are the engineer designee for the City of Apalachicola under our Continuing Engineering Services agreements. CDG completed an engineering review/report for the preliminary plat with special attention to stormwater issues, along with another final review of the Final Plat documents. At this point in time, CDG has verified to the City that the developer is meeting all stormwater requirements. City Planner and City Building Inspector have both reviewed for Code compliance and to ensure preliminary and final plat documents match. The developer provided everything necessary to placed on the agenda per Apalachicola Code.

### Recommended Action:

CDG's attached comments must be addressed by the developer! CDG identified some labeling issues within the Final Plat. (ATTACHED!) P&Z can approve with conditions, contingent on these being remedied before presenting to the City Commission, or P&Z can deny.

Staff recommendation is to approve the Final Plat with conditions.

If approved by P&Z, the developer will return for the November 8<sup>th</sup> City Commission meeting to present for final approval.

### Citizen Input:

There have been many concerned neighbors and community members surrounding this development. Several have submitted comments and concerns to city staff. (Please keep in mind that some of the attached comments are opinions and not requirements. To staff knowledge and per engineer review, this project meets the City of Apalachicola LDC.)

A community member sent in a list of questions that staff provided to the developer – the developer's engineer answered the questions, and his responses are also attached herein.

SEE ATTACHED CITIZEN COMMENTS + DEVELOPER Q&A!

## Agenda Attachments:

---

### Final Plat Docs:

- P&Z Application
- Permit Authorization for Developer/Engineer
- Final Plat
- Construction Plans
- Title Certification
- Declaration of Conditions, Covenants, and Restrictions
- NWFWMMD Permit

### Supplementary:

- Staff Report & Recommendation
- City Engineer (CDG) Final Review Letter & Plat – **SEE COMMENTS!**
- Citizen Submitted Comments/Questions to Developer
- Developer's Engineer Response – Urban Catalyst

### Citizen Comments/Concerns:

- Kathleen Binder & Jim Grater – 108 22<sup>nd</sup> Ave.
- Concerned Neighbor's Issues & Questions
- Email Communications – Sondra Furbee



Engineering. Environmental. Answers.

170 East Main Street  
Dothan, AL 36301  
Tel (334) 677-9431  
Fax (334) 677-9450

www.cdge.com

October 3, 2022

Attention: Bree Robinson  
City of Apalachicola

Reference: Palmer Pointe Town Homes  
Plat Review

Dear Mrs. Robinson:

CDG, Inc. has reviewed the final plat and found that all bearings and calls are consistent with the legal description shown and that property description closure is achieved. Review of the plat as resulted in the following comments:

1. The Developer dedication needs to be added to the plat per Section 111-80.7 of the municipal code for Apalachicola, FL.
2. Bearing labels L1 through L5 are shown on the Electrical easement but no bearing table is provided.
3. A bearing and distance label for the western portion of the Access and Utility Easement should be added because it is not the same length as the one shown on the east portion of the easement.

Sincerely,

CDG Engineers & Associates, Inc.

Joe Adams, P.E.  
Engineer

ALBERTVILLE

ANDALUSIA

AUBURN

DOTHAN

GADSDEN

HOOVER

HUNTSVILLE





CITY OF APALACHICOLA CERTIFICATE OF APPROPRIATENESS APPLICATION HISTORIC DISTRICT ONLY		Official Use Only Application # _____ City Representative _____ Date Received _____
OWNER INFORMATION		CONTRACTOR INFORMATION
Owner <u>800 Mexico Beach, LLC</u> Address <u>2316 Killlearn Center Blvd.</u> City <u>Tallahassee</u> State <u>FL</u> Zip <u>32308</u> Phone <u>(850) 671-1999</u>		Contractors Name <u>Sean K. Marston, P.E.</u> State License # <u>55987</u> City License # _____ Email Address <u>smarston@ucceng.com</u> Phone <u>(850) 566-0083</u>
Approval Type: <input type="checkbox"/> Staff Approval Date: _____ <input type="checkbox"/> Board Approval <input type="checkbox"/> Board Denial Date: _____ *Reason for Denial: _____		
PROJECT TYPE		
<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Addition <input type="checkbox"/> Alteration/Renovation <input type="checkbox"/> Relocation <input type="checkbox"/> Demolition		<input type="checkbox"/> Varance <input type="checkbox"/> Replat (Extensive) <input type="checkbox"/> Varance <input checked="" type="checkbox"/> Other <u>FINAL PLAT</u>
PROPERTY INFORMATION		
Street Address <u>270 Prado</u> City & State <u>Apalachicola, Florida</u> Zip <u>32320</u>		
<input type="checkbox"/> Historic District <input checked="" type="checkbox"/> Non-Historic District		Zoning District <u>R-2</u>
Parcel # <u>01-095-08W-8330-0265-0010</u>		Block(s) <u>265</u> Lot(s) _____
NEMA Flood Zone/Panel # _____ (For AE, AO, AH or VE Please complete attached Flood Application)		
OFFICIAL USE ONLY		
Setback requirement of Property: Front <u>15</u> Rear <u>25</u> Side <u>15</u> Lot Coverage <u>41.5</u> Water Available <input checked="" type="checkbox"/> Sewer Available <input checked="" type="checkbox"/> Taps Paid _____		This development request has been approved for zoning, land use, and development review by the City of Apalachicola and a building permit is authorized to be issued. Certificate of Appropriateness Approval: _____ Chairperson, Apalachicola Planning & Zoning Board

NOTE: This is a conceptual approval through the City based on our Land Development Code (LDC). Please be aware that other documentation may be required by the Building Official contracted to handle the City of Apalachicola Building Permits.

Bree Robinson  
Grant Coordinator & City Planner  
City of Apalachicola  
o: 850-322-0985  
brobinson@cityofapalachicola.com

Describe The Proposed Project and Materials. Describe the proposed project in terms of size, affected architectural elements, materials, and relationship to the existing structure(s).

*provided plans* *contractor*

Project Scope	Manufacturer	Product Description	UL Product Approval #
Siding			
Doors			
Windows			
Roofing			
Trim			
Foundation			
Shutters			
Porch/Deck			
Fencing			
Driveways/Sidewalks			
Other			

## CERTIFICATION

By Signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and have read and understand the following:

1. I/We hereby attest to the fact that the above supplied property address(es), parcel number(s), and legal description(s) is(are) the true and proper identification of the area of this petition.
2. I/We authorize staff from the City of Apalachicola and the Permitting and Community and Economic Development Office to enter onto the property in question during regular city business hours in order to take photos which will be placed in the permanent file.
3. I/We understand that the COA review time period will not commence until the application is deemed complete by staff and may take up to 10 days to process. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.
4. I/We understand that, for Board review cases, an agenda and staff report (if applicable) will be available on the City's website approximately one week before the scheduled Planning and Zoning Board Meeting.
5. I/We understand that the approval of this application by the Planning and Zoning Board or staff in no way constitutes approval of a Building Permit for construction from the City of Apalachicola Community and Economic Development Office.
6. I/We understand that all changes to the approved scope of work stated in a COA have to be approved by the PZB before work commences on those changes. There will be no charge for the revision to a COA. Making changes that have not been approved can result in a Stop Work Order being placed on the entire project and additional fees/penalties.
7. I/We understand that any decision of the PZB may be appealed to the City Commission. Petitions to appeal shall be presented within thirty (30) days after the decision of the PZB; otherwise the decision of the PZB will be final.
8. I/We understand that a Certificate of Appropriateness is only valid for one year from issuance. They are renewable for six months without cause, and for an additional six months, upon showing of good cause by the applicant. The applicant must submit all requests for extensions in writing and provide appropriate support documentation, if needed.
9. I/We understand that the COA is hereby made to obtain a permit to do work and installation as indicated. I certify that all work will be performed to meet standards of all laws regulating construction in this jurisdiction.
10. I/We understand that separate permits are required for Electrical, Plumbing, Mechanical, and Roofing Work.
11. I/We understand that there will be no issuance of a COA without the property owner obtaining Homeowner's Association approval (if required) prior to the PZB Meeting and/or before the beginning of any work and in no way authorizes work that is in violation of any association rule or regulation.

DATE

9/8/22

SIGNATURE OF APPLICANT

*Deke Martin*

800 MEXICO BEACH, LLC

January 6, 2022

Ms. Tammy Owens  
Permitting and Development Coordinator  
City of Apalachicola  
192 Coach Wagoner Blvd.,  
Apalachicola, FL 32320

Re: Apalachicola Townhomes  
270 Prado St.  
Ownership Affidavit

Dear Ms. Owens,

I give permission to Urban Catalyst Consultants, Inc., to sign for all permits necessary to perform the work requested on my property located at 270 Prado St., parcel 01-09S-08W-8330-0265-0010

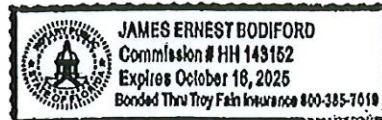
Sincerely,

  
James Rudnick  
800 MEXICO BEACH, LLC

STATE OF FLORIDA -- COUNTY OF LEON

Sworn before me this 6th day of January 2022, by James Rudnick, who is personally known to me.

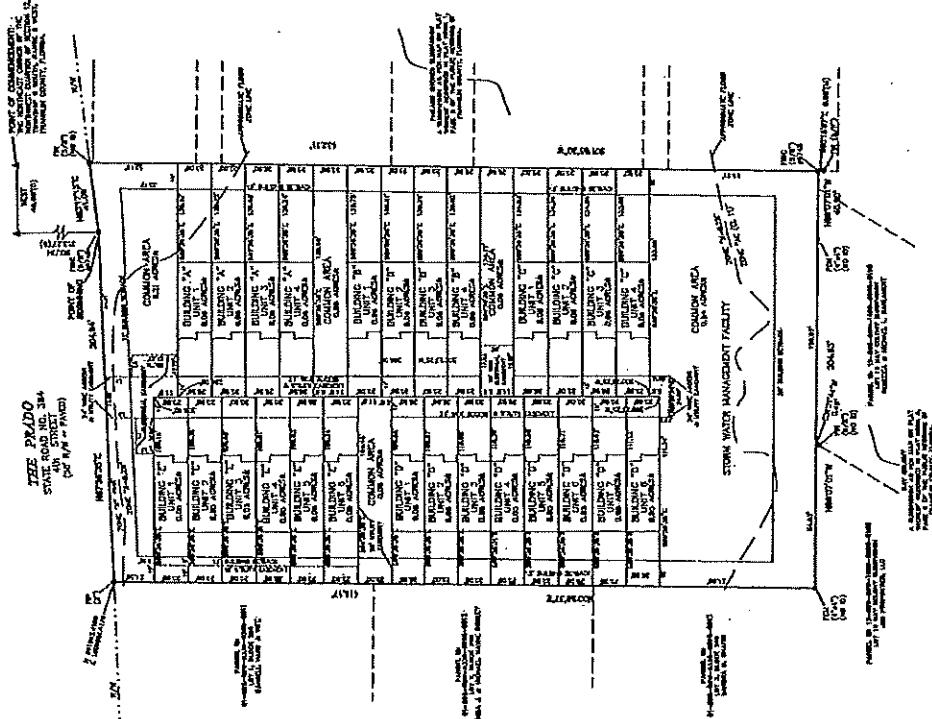
  
James E. Bodiford



(NOTARY SEAL)

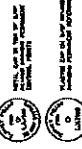


PALMER POINTE TOWNHOMES  
A SUBDIVISION LING IN SECTION 12, TOWNSHIP 8 SOUTH,  
RANGE 12E WEST FRANKLIN COUNTY, FLORIDA,  
AND LING WITHIN THE CITY LIMITS OF APALACHICOLA.



- LEGEND
1. ...
2. ...
3. ...
4. ...
5. ...
6. ...

PLAT NOTES:
1. ...
2. ...
3. ...
4. ...
5. ...
6. ...



SURVEYOR'S CERTIFICATE:
I, the undersigned, being a duly qualified Surveyor in and for the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in my office...

STATE OF FLORIDA
COUNTY OF FRANKLIN
I, the undersigned, being a duly qualified Surveyor in and for the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in my office...

STATE OF FLORIDA
COUNTY OF FRANKLIN
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STATE OF FLORIDA
COUNTY OF FRANKLIN
I, the undersigned, being a duly qualified Surveyor in and for the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in my office...

IR & A
TOWNHOMES DEVELOPMENT ASSOCIATES, INC.
Professional seal and contact information.

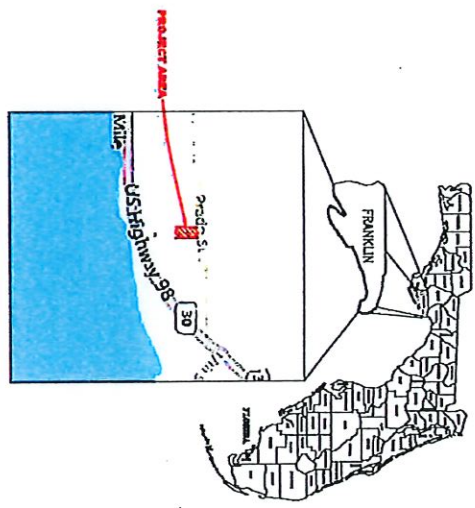
CLERK'S SEAL
Professional seal and contact information.

# PALMER POINTE TOWNHOMES CONSTRUCTION DOCUMENTS

**INDEX OF SHEETS**

C-100	COVER
C-101	EXISTING CONDITIONS
C-102	PRELIMINARY PLAT
C-103	SITE LAYOUT PLAN
C-104	GRADING PLAN
C-105	UTILITY PLAN

TAX IDS: 01-09S-08W-8330-0265-0010  
ADDRESS: 270 PRADO STREET



LOCATION MAP  
N.T.S.

AUGUST 2022

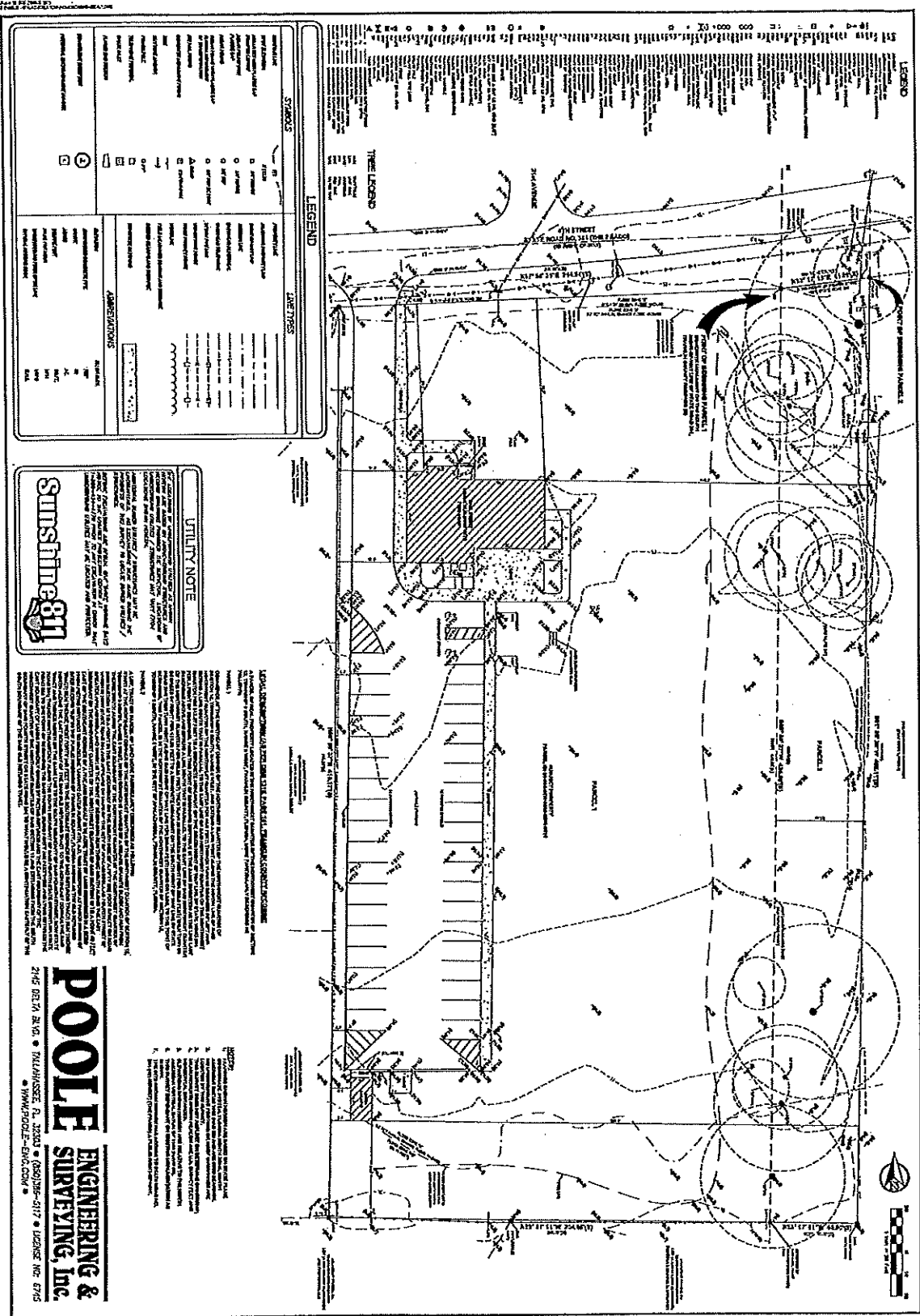
CITY OF APALACHICOLA  
FRANKLIN COUNTY, FLORIDA

**PREPARED FOR:**  
800 MEXICO BEACH LLC  
2316 KILLEARN CENTER BLVD.  
TALLAHASSEE, FL 32309

**PREPARED BY:**  
URBAN CATALYST CONSULTANTS  
2851 REMINGTON GREEN CIRCLE  
TALLAHASSEE, FL 32308  
(850) 999-4241  
WWW.UCCENG.COM

**ENGINEER OF RECORD:**





SYMBOLS		LETTERS	
Symbol	Description	Letter	Description
...	...	...	...

**UTILITY NOTE**

ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION AND DEPTH OF UTILITIES ARE NOT GUARANTEED. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF UTILITIES PRIOR TO CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES TO ORIGINAL OR BETTER CONDITION AFTER CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES TO ORIGINAL OR BETTER CONDITION AFTER CONSTRUCTION.

**Sunshine 811**

**GENERAL NOTES:**

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
2. THE LOCATION AND DEPTH OF UTILITIES ARE NOT GUARANTEED.
3. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF UTILITIES PRIOR TO CONSTRUCTION.
4. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
5. THE USER SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION.
6. THE USER SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES TO ORIGINAL OR BETTER CONDITION AFTER CONSTRUCTION.

**POOLE ENGINEERING & SURVEYING, Inc.**

2745 DEER AVENUE • TALLAHASSEE, FL 32304 • (904) 398-0111 • LICENSE NO. 6793

• HMM/POOLE-DESIGN.COM •

DATE	BY	REVISION

**PALMER POINT TOWNHOMES**

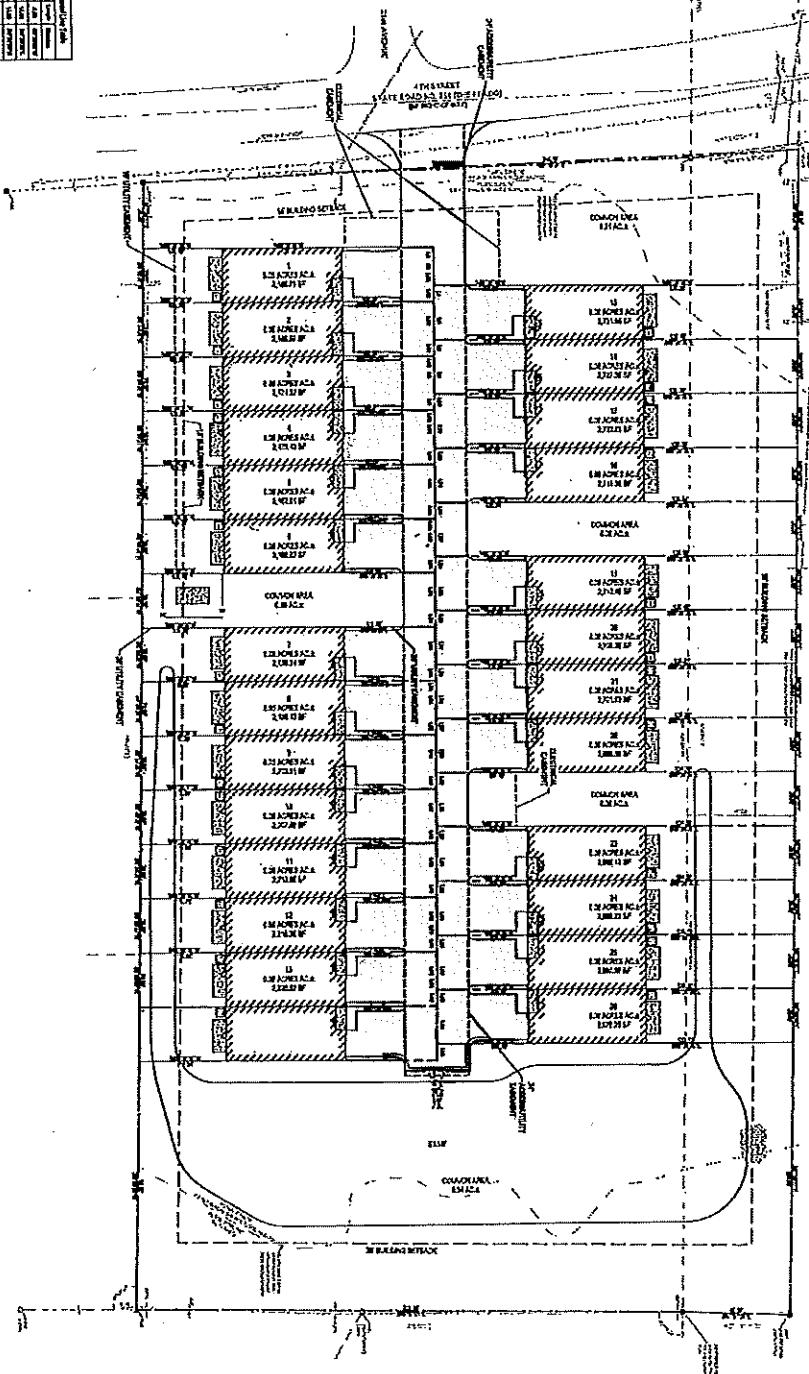
**EXISTING CONDITIONS**

FRANKLIN COUNTY FLORIDA

**URBAN CATALYST CONSULTANTS, INC.**

2451 REDINGTON GREEN CIRCLE  
TALLAHASSEE, FLORIDA 32308  
PHONE: (904) 899-4244  
WWW.UCCINC.COM  
FLCA 00039572

Lot Area		Total Area		Total Area	
Lot No.	Area	Lot No.	Area	Lot No.	Area
1	1,234	1	1,234	1	1,234
2	1,234	2	1,234	2	1,234
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99	1,234	99	1,234	99	1,234
100	1,234	100	1,234	100	1,234



Scale: 1/4" = 1'-0"  
 DATE: 08/11/2011  
 SHEET: C-102  
 PROJECT: PALMER POINT TOWNHOMES

**PALMER POINT TOWNHOMES**

PRELIMINARY PLAT

FRANKLIN COUNTY FLORIDA

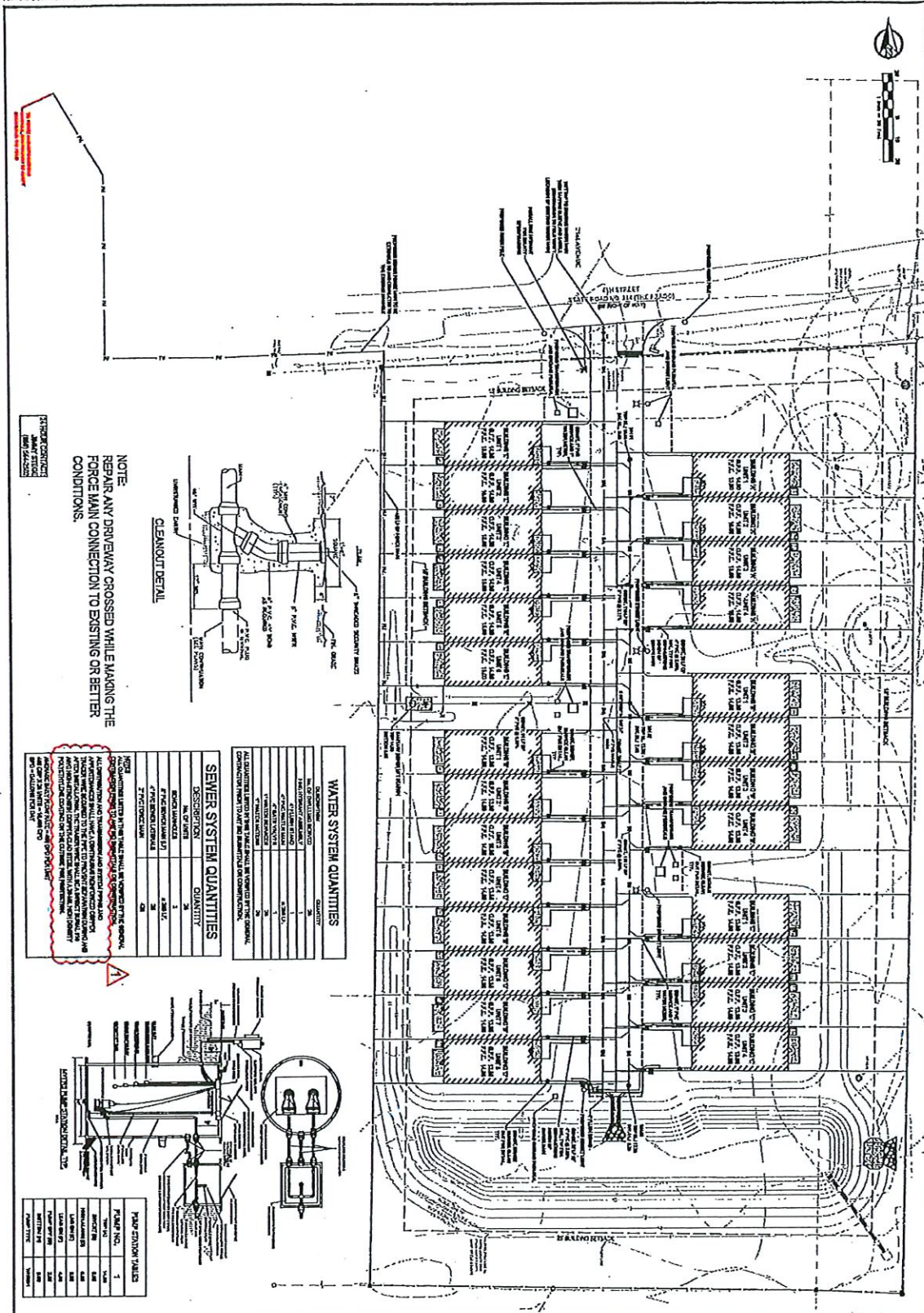
DATE: \_\_\_\_\_ BY: REYSS

URBAN CATALYST CONSULTANTS, INC.  
 2451 REMINGTON GREEN CIRCLE  
 TALLAHASSEE, FLORIDA, 32308  
 PHONE: (904) 818-8241  
 WWW.URBY2.COM  
 FLCA 0001072

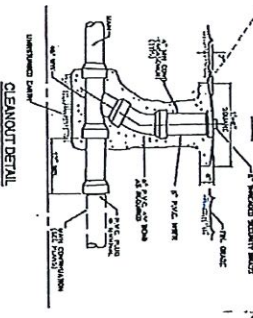








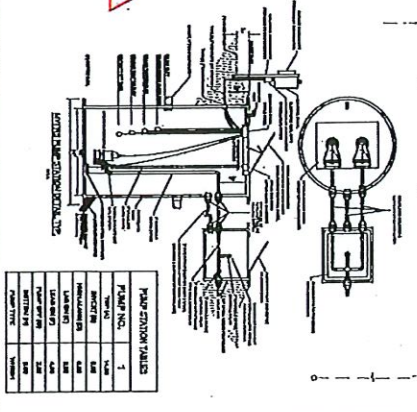
NOTE:  
REPAIR ANY DRIVEWAY CROSSED WHILE MAKING THE  
FORCE MAIN CONNECTION TO EXISTING OR BETTER  
CONDITIONS.



WATER SYSTEM QUANTITIES	
DESCRIPTION	QUANTITY
1/2" PVC CLEANOUT PIPE	20
1/2" PVC CLEANOUT FITTING	1
1/2" PVC CLEANOUT TEE	1
1/2" PVC CLEANOUT BRANCH	1
1/2" PVC CLEANOUT MAIN	20
1/2" PVC CLEANOUT JOINT	20
1/2" PVC CLEANOUT GASKET	20
1/2" PVC CLEANOUT O-RING	20
1/2" PVC CLEANOUT WASHER	20
1/2" PVC CLEANOUT NUT	20
1/2" PVC CLEANOUT LOCKWASHER	20
1/2" PVC CLEANOUT BUSHING	20
1/2" PVC CLEANOUT ADAPTER	20
1/2" PVC CLEANOUT REDUCER	20
1/2" PVC CLEANOUT ELBOW	20
1/2" PVC CLEANOUT TEEL	20
1/2" PVC CLEANOUT CROSS	20
1/2" PVC CLEANOUT END FITTING	20
1/2" PVC CLEANOUT END FITTING GASKET	20
1/2" PVC CLEANOUT END FITTING O-RING	20
1/2" PVC CLEANOUT END FITTING WASHER	20
1/2" PVC CLEANOUT END FITTING NUT	20
1/2" PVC CLEANOUT END FITTING LOCKWASHER	20
1/2" PVC CLEANOUT END FITTING BUSHING	20
1/2" PVC CLEANOUT END FITTING ADAPTER	20
1/2" PVC CLEANOUT END FITTING REDUCER	20
1/2" PVC CLEANOUT END FITTING ELBOW	20
1/2" PVC CLEANOUT END FITTING TEEL	20
1/2" PVC CLEANOUT END FITTING CROSS	20

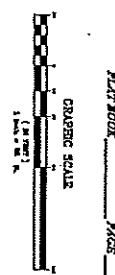
  

SEWER SYSTEM QUANTITIES	
DESCRIPTION	QUANTITY
4" PVC SEWER PIPE	1
4" PVC SEWER FITTING	1
4" PVC SEWER TEE	1
4" PVC SEWER BRANCH	1
4" PVC SEWER MAIN	20
4" PVC SEWER JOINT	20
4" PVC SEWER GASKET	20
4" PVC SEWER O-RING	20
4" PVC SEWER WASHER	20
4" PVC SEWER NUT	20
4" PVC SEWER LOCKWASHER	20
4" PVC SEWER BUSHING	20
4" PVC SEWER ADAPTER	20
4" PVC SEWER REDUCER	20
4" PVC SEWER ELBOW	20
4" PVC SEWER TEEL	20
4" PVC SEWER CROSS	20
4" PVC SEWER END FITTING	20
4" PVC SEWER END FITTING GASKET	20
4" PVC SEWER END FITTING O-RING	20
4" PVC SEWER END FITTING WASHER	20
4" PVC SEWER END FITTING NUT	20
4" PVC SEWER END FITTING LOCKWASHER	20
4" PVC SEWER END FITTING BUSHING	20
4" PVC SEWER END FITTING ADAPTER	20
4" PVC SEWER END FITTING REDUCER	20
4" PVC SEWER END FITTING ELBOW	20
4" PVC SEWER END FITTING TEEL	20
4" PVC SEWER END FITTING CROSS	20

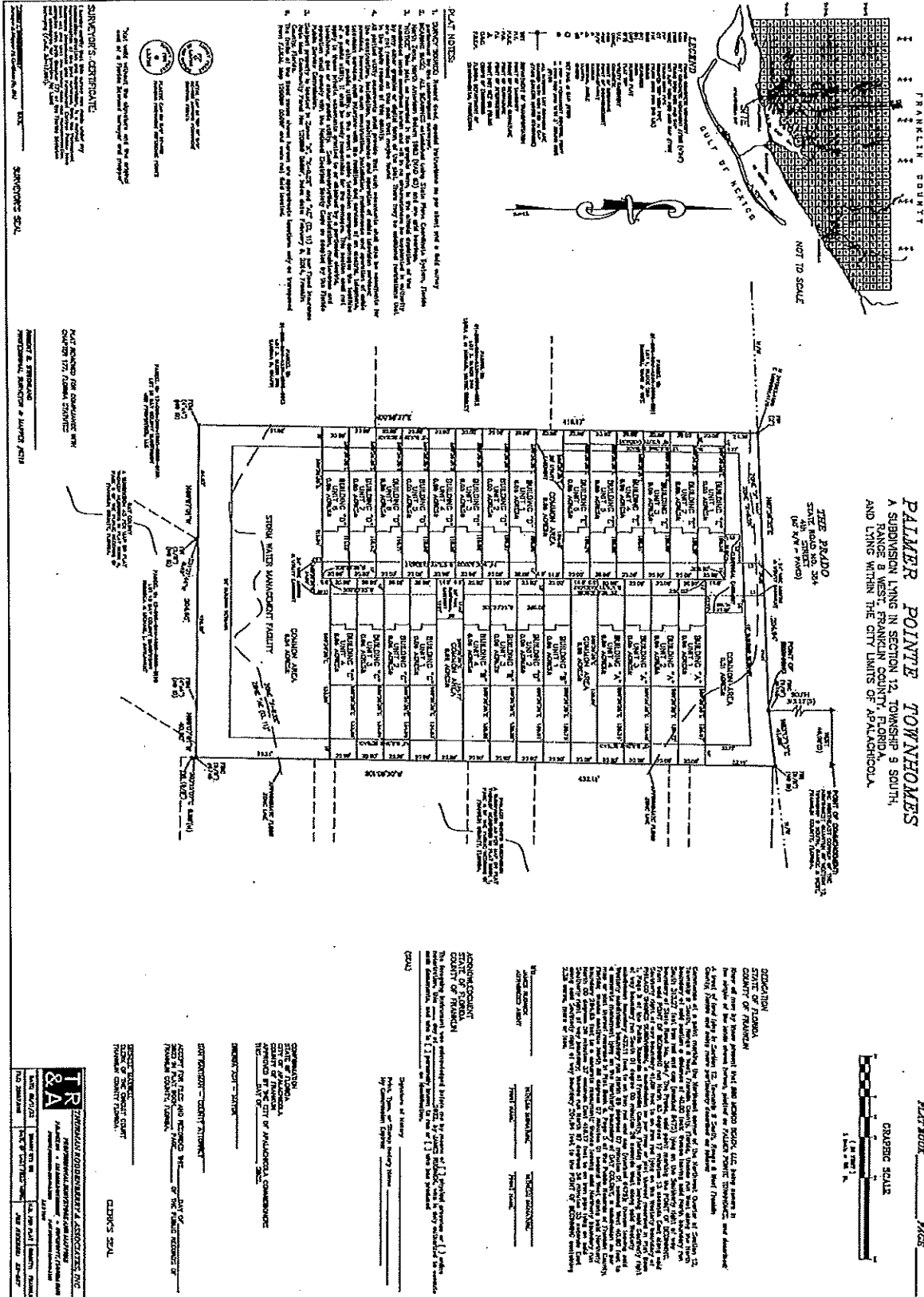


<p>DATE: 04/26/06</p> <p>PROJECT: C-105</p> <p>PROJECT NO. 200309</p>	<p>DRAWN BY: JAL</p> <p>CHECKED BY: SJK</p> <p>DATE: 04/26/06</p> <p>SCALE: 1"=10'</p>	<p>SEWER SYSTEM QUANTITIES</p> <p>WATER SYSTEM QUANTITIES</p>	<p>DATE: 04/26/06</p> <p>BY: [Signature]</p> <p>KEYS: 0/1</p>	<p>URBAN CATALYST CONSULTANTS, INC.</p> <p>2851 REMINGTON GREEN CIRCLE</p> <p>TALLAHASSEE, FLORIDA, 32310</p> <p>PHONE: (904) 838-8241</p> <p>WWW.UCCON.COM</p> <p>FL CA 00010572</p>
---	--	---	---	---

**PALMER POINTE TOWNHOMES**  
 A SUBDIVISION LYING IN SECTION 12, TOWNSHIP 9 SOUTH,  
 RANGE 8 WEST, FRANKLIN COUNTY, FLORIDA,  
 AND LYING WITHIN THE CITY LIMITS OF APALACHICOLA.



PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



**PLAT NOTES:**

1. SHOWN SUBJECT, TRACT AND GENERAL INFORMATION as per plat and a full survey.
2. ALL RIGHTS RESERVED TO THE STATE OF FLORIDA, FRANKLIN COUNTY, FLORIDA, PALMER POINTE TOWNHOMES, INC., AND THE CITY OF APALACHICOLA, FLORIDA.
3. THE SHOWN SUBJECT IS A TRACT OF LAND Lying in Section 12, Township 9 South, Range 8 West, Franklin County, Florida, and is being subdivided into lots for the purpose of residential development.
4. THE SHOWN SUBJECT IS A TRACT OF LAND Lying in Section 12, Township 9 South, Range 8 West, Franklin County, Florida, and is being subdivided into lots for the purpose of residential development.
5. THE SHOWN SUBJECT IS A TRACT OF LAND Lying in Section 12, Township 9 South, Range 8 West, Franklin County, Florida, and is being subdivided into lots for the purpose of residential development.

**PLAT MADE FOR CONFORMANCE WITH**  
 CHAPTER 177, FLORIDA STATUTES

**PREPARED BY:**  
 ENGINEERING ARCHITECT & SURVEYING

**DATE:**  
 11/15/2011

**PROJECT:**  
 PALMER POINTE TOWNHOMES

**OWNER:**  
 PALMER POINTE TOWNHOMES, INC.

**RECORDING:**  
 FRANKLIN COUNTY, FLORIDA

**DATE OF RECORDING:**  
 11/15/2011

**BY:**  
 [Signature]

**TR & A**  
 TOWNHOMES ASSOCIATES & ASSOCIATES, INC.  
 11111 W. UNIVERSITY BLVD., SUITE 100  
 TAMPA, FL 33613  
 (813) 888-1111

# STEGE CONTRACTING CORPORATION

CF-C1426570 CU-C1224013 109129-0001-2008

**Underground Utility/Civil Contractors**

227 River Park Drive Midway, Florida 32343

Phone: (850) 668-1003 Fax: (850) 894-2409

E-mail: [stegecontracting@yahoo.com](mailto:stegecontracting@yahoo.com)

**Licensed Insured**

Date:08/24/2022

PROJECT: Apalachicola Townhomes

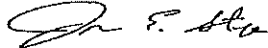
SEND TO: Frazer Collins

RE: Final lift of asphalt

DESCRIPTION	Qty.	Unit	Cost	Total
Final lift of asphalt	1151	SY	\$ 15.00 \$	17,265.00
Grand Total \$				17,265.00

Proposal and additional work must be approved by owner and contractors in writing before work begins. PROPOSAL IS FOR LISTED ITEMS ONLY. This approval, estimate and any/all attachments shall become part of the final contract for construction. Additionally, Stege Cont. Corp files a NTO on all contracted work. Our crews are OSHA, NPDES and D.O.T. certified.

Acceptance:



James Stege  
Stege Contracting Corporation

**Old Republic National Title Insurance Company**  
**1410 N. Westshore Blvd. Ste. 800**  
**Tampa, FL 33607**  
**Phone: 813-228-0555**  
**Fax: 866 596-8764**

Old Republic Title  
299 South Main St.  
Suite 120  
Salt Lake City, UT 84111

Attn: Heidi Daniel

Date: August 29, 2022

Re: YOUR FILE NO. 270 The Prado St  
ORT FILE NO. 21120008-B  
OWNER NAME: 800 Mexico Beach, LLC, a Florida limited liability  
company

LEGAL:

A PARCEL OF REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF THE  
NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST,  
FRANKLIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF  
THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8  
WEST, AND EXTEND A LINE WEST ALONG THE NORTH LINE OF SAID  
NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 40.0 FEET; THENCE  
TURN 90 DEGREES 00' LEFT AND EXTEND A LINE SOUTH THAT IS PARALLEL TO  
THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER  
FOR 313.27 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY  
LINE OF STATE ROAD 384 FOR A POINT OF BEGINNING. FROM THIS POINT OF  
BEGINNING CONTINUE IN THE SAME DIRECTION AS THE LINE LAST DESCRIBED  
ABOVE AND EXTEND A LINE SOUTH THAT IS PARALLEL TO THE EAST LINE OF  
SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 426.68 FEET;  
THEN TURN 89 DEGREES 56' RIGHT FOR 205.0 FEET; THEN TURN 90 DEGREES 04'  
RIGHT FOR 416.33 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT OF  
WAY LINE OF STATE ROAD 384; THEN TURN RIGHT ALONG SAID RIGHT OF WAY  
LINE FOR 205.99 FEET; MORE OR LESS, TO THE POINT OF BEGINNING. THIS  
PARCEL IS IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF  
SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, IN THE CITY OF  
APALACHICOLA, FRANKLIN COUNTY, FLORIDA.

PARCEL 2

A LOT, TRACT OR PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

START AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, WHICH CORNER IS MARKED BY A SQUARE GRANITE BLOCK AND RUN FROM THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO A POINT IN THE EAST BOUNDARY ON THE SOUTH SIDE OF A FIFTY (50) FOOT STREET OR ROAD WHICH IS NOW STATE ROAD 384 AND APPEARS ON MAPS OF THE CITY OF APALACHICOLA AS FOURTH STREET OF GREATER APALACHICOLA AND WHICH IS THE POINT OF BEGINNING; RUN THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO A POINT 40 FEET EAST OF THE SOUTHEAST CORNER OF A FIVE AND ONE-HALF (5 ½) ACRE TRACT OF LAND DESCRIBED IN A DEED FROM PIETRO ROTUNDO TO MADELINE TARANTO DATED AUGUST 8TH, A.D. 1936 RECORDED AT PAGES 350-352 OF DBED RECORD "D.D" IN THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA KNOWN AS THE OLD ROTUNDO TRACT; RUN THENCE WEST FORTY (40) FEET TO THE SOUTHEAST CORNER OF SAID ROTUNDO TRACT; RUN THENCE NORTH ALONG THE EAST BOUNDARY OF THE SAID OLD ROTUNDO TRACT TO THE NORTHEAST CORNER THE SAID TRACT AND THENCE NORTH ON THE SAME LINE TO THE SOUTH BOUNDARY OF SAID FOURTH STREET, NOW STATE ROAD 384; THENCE NORTHEASTERLY ALONG THE SOUTH BOUNDARY OF SAID FOURTH STATE OR STATE ROAD 384 TO THE POINT OF BEGINNING; THE SAID PARCEL BEING FORTY (40) FEET WIDE AND LYING BETWEEN THE EAST BOUNDARY OF LANDS FORMERLY OWNED BY PIETRO ROTUNDO AND THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 AND EXTENDING FROM THE SOUTH BOUNDARY OF SAID FOURTH STREET OR STATE ROAD 384 TO WHAT WOULD BE A CONTINUATION EASTERLY OF THE SOUTH BOUNDARY OF THE SAID OLD ROTUNDO TRACT.

An update of the Public Records of Franklin County, Florida has been performed on the above referenced file from September 29, 2021 @ 8:04 AM. to August 25, 2022 at 8:00 AM. and said search reveals the following filed of record:

1. Special Warranty Deed recorded September 29, 2021 in Official Records Book 1315, Page 151, of the Public Records of Franklin County, Florida.

Prepared by:

A handwritten signature in blue ink, appearing to read 'NP', is written over a horizontal line.

Nicholas Peters

Prepared by and Return to:  
The Church of Jesus Christ of Latter-day Saints  
Real Estate Division, 12th Floor  
50 East South Temple Street  
Salt Lake City, Utah 84150

Church Property No. 501-0047  
ORT File 21120008  
PARCEL ID 01-09S-08W-8330-0265-0010

Documentary Stamps: \$1,890.00

Inst: 202119006140 Date: 09/29/2021 Time: 8:04AM  
Page 1 of 5 B: 1315 P: 151, Michele Maxwell, Clerk of Court Frank  
County, By: SM  
Deputy Clerk Doc Stamp-Deed: 1890.00

### SPECIAL WARRANTY DEED (Corporate)

This SPECIAL WARRANTY DEED made this 29th day of September, 2021 between **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole formerly known as **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, whose post office address is 50 East North Temple, Salt Lake City, Utah 84150, hereinafter called the "Grantor", to **800 Mexico Beach, LLC**, a Florida limited liability company, whose post office address is P. O. Box 13633, Tallahassee, FL 32317, hereinafter called the "Grantee(s)".

(Wherever used herein the terms "Grantor" and "Grantee(s)" include heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH**, That Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee(s), all that certain land situated in the County of Franklin, State of Florida, to-wit:

See Exhibit "A"

Attached hereto

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants and taxes and assessments of record or enforceable in law or equity.

Provided, however, that this conveyance is made and accepted on each of the following conditions and restrictions (the "Conditions"):

1. Grantee, their successors and assigns shall not manufacture, keep for sale, or sell on the subject property any alcoholic beverages or intoxicating liquors.

Inst. Number: 202119006140 Book: 1315 Page: 151 Page 1 of 5 Date: 9/29/2021 Time: 8:04 AM  
Michele Maxwell Clerk of Courts, Franklin County, Florida Doc Deed: 1,890.00 Doc Mort: 0.00 Int Tax: 0.00



2. Grantee, its successors and assigns shall not operate a place of public entertainment or amusement (as defined by local statutes) on the subject property.
3. Grantee, its successors and assigns shall not permit on the subject property a nuisance or offensive activity which is an annoyance or a nuisance to a church or private dwelling located nearby.

The foregoing Conditions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the property conveyed herein (the "Subject Parcel"), or any part thereof. In the event that Grantee or any of Grantee's heirs, successors or assigns sells or transfers the Subject Parcel, Grantee shall cause the Conditions to be included in the deed to the grantee in that transaction.

In the event of breach of any of the Conditions, Grantor shall have the right to obtain an injunction enforcing the Conditions and shall be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof.

A breach of any of the Conditions, or injunctive relief obtained by Grantor by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Subject Parcel or any part thereof, but the Conditions shall be binding upon, and effective against, any owner whose title to the Subject Parcel or any part thereof, is acquired by foreclosure, trustee's sale or otherwise.

All and each of the Conditions shall in all respects terminate, expire and end and be of no further effect either legal or equitable and shall not be enforceable if: (1) Grantee or Grantee's heirs, successors or assigns, demolish all of Grantor's buildings on the Subject Parcel; or (2) a period of 50 years expires from the date of the recording of this conveyance.

Grantee(s) acknowledges that Grantor has informed Grantee(s) that the premises described in this Deed have not been tested for and thus cannot be confirmed to be free from asbestos. Grantee(s) release(s) Grantor from any liability to Grantee(s) with regard to asbestos found on said premises and Grantee(s) further agree(s) that Grantee(s) will indemnify and save and hold Grantor harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the above-described premises. In the case of renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing asbestos, Grantee(s) agree(s) to remove, cover or repair said materials at Grantee(s) own expense and to comply with the requirements pertaining to asbestos on the said premises as law may from time to time require.

By, through and under, but not otherwise the following limitation of warranties shall be deemed superior and override any others contained herein.

Warranties contained herein extend only to Grantee(s) herein and pertain only to those defects placed or caused to be placed on the above property by the within captioned Grantor.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND THE GRANTOR** hereby covenants with said Grantee(s) that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby special warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

**Signature Page to Follow**



EXHIBIT A

A PARCEL OF REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, FRANKLIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, AND EXTEND A LINE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 40.0 FEET; THENCE TURN 90 DEGREES OF LEFT AND EXTEND A LINE SOUTH THAT IS PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 313.27 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 384 FOR A POINT OF BEGINNING. FROM THIS POINT OF BEGINNING CONTINUE IN THE SAME DIRECTION AS THE LINE LAST DESCRIBED ABOVE AND EXTEND A LINE SOUTH THAT IS PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 426.68 FEET; THEN TURN 82 DEGREES 56' RIGHT FOR 205.0 FEET; THEN TURN 90 DEGREES 0' RIGHT FOR 416.33 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 384; THEN TURN RIGHT ALONG SAID RIGHT OF WAY LINE FOR 205.59 FEET; MORE OR LESS, TO THE POINT OF BEGINNING. THIS PARCEL IS IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, IN THE CITY OF APALACHICOLA, FRANKLIN COUNTY, FLORIDA.

PARCEL 2

A LOT, TRACT OR PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: START AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, WHICH CORNER IS MARKED BY A SQUARE GRANITE BLOCK AND RUN FROM THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO A POINT IN THE EAST BOUNDARY ON THE SOUTH SIDE OF A FIFTY (50) FOOT STREET OR ROAD WHICH IS NOW STATE ROAD 384 AND APPEARS ON MAPS OF THE CITY OF APALACHICOLA AS FOURTH STREET OF GREATER APALACHICOLA AND WHICH IS THE POINT OF BEGINNING; RUN THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO A POINT 40 FEET EAST OF THE SOUTHEAST CORNER OF A FIVE AND ONE-HALF (5 1/2) ACRE TRACT OF LAND DESCRIBED IN A DEED FROM PIETRO ROTUNDO TO MADELINE TARANTO DATED AUGUST 8TH, A. D. 1976 RECORDED AT PAGES 350-352 OF DEED RECORD "D.D." IN THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA KNOWN AS THE OLD ROTUNDO TRACT; RUN THENCE WEST FORTY (40) FEET TO THE SOUTHEAST CORNER OF SAID ROTUNDO TRACT; RUN THENCE NORTH ALONG THE EAST BOUNDARY OF THE SAID OLD ROTUNDO TRACT TO THE NORTHEAST CORNER THE SAID TRACT AND THENCE NORTH ON THE SAME LINE TO THE SOUTH BOUNDARY OF SAID FOURTH STREET, NOW STATE ROAD 384; THENCE NORTHEASTERLY ALONG THE SOUTH BOUNDARY OF SAID FOURTH STREET OR STATE ROAD 384 TO THE POINT OF BEGINNING; THE SAID PARCEL BEING FORTY (40) FEET WIDE AND LYING BETWEEN THE EAST BOUNDARY OF LANDS FORMERLY OWNED BY PIETRO ROTUNDO AND THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 AND EXTENDING FROM THE SOUTH BOUNDARY OF SAID FOURTH STREET OR STATE ROAD 384 TO WHAT WOULD BE A CONTINUATION EASTERLY OF THE SOUTH BOUNDARY OF THE SAID OLD ROTUNDO TRACT.

ORT File No. 21120008

Agent File No.: 27 Prado St. Apalachicola, Franklin Co.



**OWNER'S POLICY OF TITLE INSURANCE** (with Florida Modifications)

Policy Number **OXFL-09052428**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to Insurance against loss from:
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a fulfilled, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Issued through the Office of:  
Old Republic Title  
1410 N. WESTSHORE BLVD.  
SUITE 800  
TAMPA, FL 33607  
Phone: (813) 228-0555

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By *C. Monroe* President

Attest *David Wald* Secretary

ORT File No. 21120008

Agent File No.: 27 Prado St. Apalachicola, Franklin Co.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

#### CONDITIONS

##### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

- (a) The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertains to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
- (b) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.



ORT File No. 21120008

Agent File No.: 27 Prado St. Apalachicola, Franklin Co.

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(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

(a) **Choice of Law:** The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) **Choice of Forum:** Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



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**SCHEDULE A**

Name and Address of Title Insurance Company:  
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
400 Second Avenue South  
Minneapolis, MN 55401-2499

ORT File No.: 21120008

Policy Number: OXFL-09052428

Agent File No.: 27 Prado St. Apalachicola, Franklin Co.

Amount of Insurance: \$270,000.00 Premium: \$1,592.50

Date of Policy: September 29, 2021 at 8:04 am

Address Reference 27 Prado St, Apalachicola, FL

1. Name of Insured:  
800 MEXICO BEACH, LLC, a Florida limited liability company
2. The estate or interest in the Land that is insured by this policy is:  
Fee Simple
3. Title is vested in:  
800 MEXICO BEACH, LLC, a Florida limited liability company
4. The Land referred to in this Policy is described as follows:  
See Attached Legal Description

ORT File No. 21120008  
Agent File No.: 27 Prado St. Apalachicola, Franklin Co.  
Policy Number: OXRL-09052428

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**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2021 and subsequent years.
2. Reservations in favor of the State of Florida to an undivided one-half interest of all petroleum and petroleum products, and to an undivided three-fourths of all other minerals and as to all fissionable material, with the right to explore, mine and develop as set forth; together with an easement for state road right of way on lands lying outside a municipality, as set forth in Deed by the Trustees of the Internal Improvement Fund recorded October 16, 1953 in O.R. Book 1, Page 115.
3. Rights of tenants and/or parties in possession, and any parties claiming, by through or under said tenants or parties in possession, as to any unrecorded leases or rental agreements.
4. The following matters appearing on that certain Survey prepared by Jay Alan Keri of Poole Engineering & Surveying, Inc., with a survey date of July 28, 2021 and signed on October 27, 2021:
  - a. Fence ownership is undetermined.
5. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

**NOTE:** All recording references in this policy shall refer to the Public Records of Franklin County, unless otherwise noted.

ORT File No. 21120008  
Agent File No.: 27 Prado St. Apalachicola, Franklin Co.  
Policy Number: OXFL-09052428

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EXHIBIT A

A PARCEL OF REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, FRANKLIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, AND EXTEND A LINE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 40.0 FEET; THENCE TURN 90 DEGREES 00' LEFT AND EXTEND A LINE SOUTH THAT IS PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 313.27 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 384 FOR A POINT OF BEGINNING. FROM THIS POINT OF BEGINNING CONTINUE IN THE SAME DIRECTION AS THE LINE LAST DESCRIBED ABOVE AND EXTEND A LINE SOUTH THAT IS PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 426.68 FEET; THEN TURN 89 DEGREES 56' RIGHT FOR 205.0 FEET; THEN TURN 90 DEGREES 04' RIGHT FOR 416.33 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 384; THEN TURN RIGHT ALONG SAID RIGHT OF WAY LINE FOR 205.99 FEET; MORE OR LESS, TO THE POINT OF BEGINNING. THIS PARCEL IS IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, IN THE CITY OF APALACHICOLA, FRANKLIN COUNTY, FLORIDA.

PARCEL 2

A LOT, TRACT OR PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: START AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, WHICH CORNER IS MARKED BY A SQUARE GRANITE BLOCK AND RUN FROM THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO A POINT IN THE EAST BOUNDARY ON THE SOUTH SIDE OF A FIFTY (50) FOOT STREET OR ROAD WHICH IS NOW STATE ROAD 384 AND APPEARS ON MAPS OF THE CITY OF APALACHICOLA AS FOURTH STREET OF GREATER APALACHICOLA AND WHICH IS THE POINT OF BEGINNING; RUN THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO A POINT 40 FEET EAST OF THE SOUTHEAST CORNER OF A FIVE AND ONE-HALF (5 ½) ACRE TRACT OF LAND DESCRIBED IN A DEED FROM PIETRO ROTUNDO TO MADELINE TARANTO DATED AUGUST 8TH, A.D. 1936 RECORDED AT PAGES 350-352 OF DEED RECORD "D.D" IN THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA KNOWN AS THE OLD ROTUNDO TRACT; RUN THENCE WEST FORTY (40) FEET TO THE SOUTHEAST CORNER OF SAID ROTUNDO TRACT; RUN THENCE NORTH ALONG THE EAST BOUNDARY OF THE SAID OLD ROTUNDO TRACT TO THE NORTHEAST CORNER THE SAID TRACT AND THENCE NORTH ON THE SAME LINE TO THE SOUTH BOUNDARY OF SAID FOURTH STREET, NOW STATE ROAD 384; THENCE NORTHEASTERLY ALONG THE SOUTH BOUNDARY OF SAID FOURTH STATE OR STATE ROAD 384 TO THE POINT OF BEGINNING; THE SAID PARCEL BEING FORTY (40) FEET WIDE AND LYING BETWEEN THE EAST BOUNDARY OF LANDS FORMERLY OWNED BY PIETRO ROTUNDO AND THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 AND EXTENDING FROM THE SOUTH BOUNDARY OF SAID FOURTH STREET OR STATE ROAD 384 TO WHAT WOULD BE A CONTINUATION EASTERLY OF THE SOUTH BOUNDARY OF THE SAID OLD ROTUNDO TRACT.



**ENDORSEMENT  
RESTRICTIONS, ENCROACHMENTS, MINERALS -  
OWNERS'S POLICY - UNIMPROVED LAND**

**(with Florida Modifications)**

Attached to Policy No. OXFL-09052428

Issued By

Old Republic National Title Insurance Company

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The Company insures the Insured against loss or damage sustained by the Insured by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B.
  - a. Present violations on the Land of any enforceable covenants, conditions, or restrictions.
  - b. Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (i) establishes an easement on the Land; (ii) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant; or (iii) provides a right of re-entry, possibility of reverter, or right of forfeiture because of violations on the Land of any enforceable covenants, conditions, or restrictions.
  - c. Any encroachment onto the Land of existing improvements located on adjoining land.
  - d. Any notices of violation of covenants, conditions, and restrictions relating to environmental protection recorded or filed in the Public Records.
  
2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B

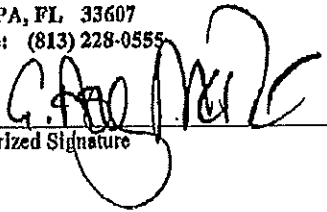
Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease

As used in paragraph 1(a), the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection


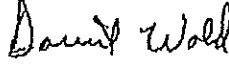
The failure to expressly except any matter delineated in paragraphs 1(a),(b) or (d) of this endorsement constitutes the Company's agreement to indemnify against loss or damage resulting from any matters delineated in paragraphs 1(a),(b) or (d) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Issued through the Office of:  
Old Republic Title  
1410 N. WESTSHORE BLVD.  
SUITE 800  
TAMPA, FL 33607  
Phone: (813) 228-0555

  
Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By:  President  
Attest:  Secretary



ORT#21120008

**ENDORSEMENT**

Attached to Policy No. OXFL-09052428

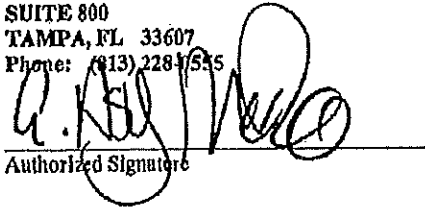
Issued By

Old Republic National Title Insurance Company

To be attached to and become a part of Policy No. OXFL-09052428 of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

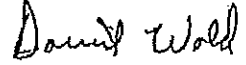
The Company hereby acknowledges the lands described in Schedule A are the same lands described in the survey prepared by Jay Alan Keri of Poole Engineering & Surveying, Inc., with a survey date of July 28, 2021 and signed on October 27, 2021; however, the Company does not insure the accuracy or completeness of said survey.

Issued through the Office of:  
Old Republic Title  
1410 N. WESTSHORE BLVD.  
SUITE 800  
TAMPA, FL 33607  
Phone: (813) 228-1535

  
Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

This instrument prepared by:  
HAND ARENDALL HARRISON SALE LLC  
c/o Nathan R. Cordle, Esq.  
111 N. Co. Hwy. 393  
Suite 203  
Santa Rosa Beach, FL 32459

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**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
OF  
PALMER POINTE TOWNHOMES**

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by 800 MEXICO BEACH, LLC a Florida Limited Liability Company ("Declarant", as further defined below).

WITNESSETH:

WHEREAS, Declarant recorded or will hereafter record in the Public Records of Franklin County, Florida, a subdivision plat for Palmer Pointe Townhomes ("Plat of Subdivision", as further defined below) pertaining to certain real property owned by Declarant in Franklin County, Florida, as more specifically described on **Exhibit "A"** hereto.

WHEREAS, the real property shown on the Plat of Subdivision described above is intended to be developed as a single-family subdivision known as Palmer Pointe Townhomes which, together with Additional Property annexed in accordance herewith, if any, may but is not required to be developed as a residential community in phases.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

**ARTICLE ONE**  
**GENERAL PROVISIONS**

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as



applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

- (a) "Act" means Chapter 720, Florida Statutes, as amended from time to time.
- (b) "Additional Property" shall have the meaning given such term in Section 10.02 hereof.
- (c) "Architectural Review Committee" or "ARC" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.
- (d) "Articles of Incorporation" means the Articles of Incorporation of Palmer Pointe Townhomes Owners Association, Inc., a Florida non-profit corporation, as filed in the records of the Florida Department of State, Division of Corporations, as the same may hereafter be amended, altered or repealed from time to time. A copy of the Articles of Incorporation is attached hereto as **Exhibit "B"**.
- (e) "Association" means Palmer Pointe Townhomes Owners Association, Inc., a Florida not for profit corporation.
- (f) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.
- (g) "Builder" means any commercial home builder or contractor who owns more than one Lot for the purpose of constructing Homes on such Lots for sale to third party purchasers, which Builders shall specifically include 800 Mexico Beach, LLC, a Florida Limited Liability Company.
- (h) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time. A copy of the Bylaws is attached hereto as **Exhibit "C"**.
- (i) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, regardless of whether title has been conveyed to the Association.
- (j) "Community Property" means all of the Lots and the Common Area, collectively.

- (k) "County" means Franklin County, Florida.
- (l) "Declarant" means 800 Mexico Beach, LLC, a Florida Limited Liability Company, its successors and assigns which expressly are assigned and who assume the Declarant's rights as "Declarant" hereunder.
- (m) "Governing Documents" means the Declaration, Articles, Bylaws, Rules and other documents governing the administration and operation of the Community.
- (n) "House" or "Home" means any Townhome, as applicable, situated upon a Lot and for which a certificate of occupancy has been issued.
- (o) "Lot" means each and every numbered lot shown on the Plat of Subdivision.
- (p) "Member" means every person or entity who is a member of the Association, in accordance with Article Three herein.
- (q) "Mortgagee" means a holder or beneficiary of any mortgage, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.
- (r) "NFWFMD" means Northwest Florida Water Management District.
- (s) "Operating Expense" shall mean and refer to the actual and estimated expense of operating the Association, including but not limited to, salaries and management fees, professional fees, service, and material costs, telecommunications service costs, costs of supplies and equipment, Association-sponsored social events, and any and all costs relating to the discharge of the Association's obligations hereunder; and further in meeting the costs to be incurred by the Association in performing its contractual or other duties and in exercising its prerogatives, including without limitation costs incurred for the operation, maintenance, repair, replacement, insurance and improvement of the Common Areas. Operating Expenses shall not include reserves.
- (t) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.
- (u) "Party Roof" shall mean a common roof system for any Townhome sharing a Party Wall(s).
- (v) "Party Wall" shall mean a common wall separating any Townhomes located on two (2) or more separate Lots that is constructed, improved, maintained, repaired and replaced on the boundary line between said two (2) or more Lots.

- (w) "Permit" shall mean the Environmental Resource Permit or other permits issued for Stormwater Management System (hereinafter defined) by the NFWFMD, and attached hereto as Exhibit "D". Copies of the Permit and any future permit actions of the NFWFMD shall be maintained by the Association for the benefit of the Association and by the Registered Agent of the Association.
- (x) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.
- (y) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include any additional plat or plats or real property that are hereafter recorded where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.
- (z) "Rules" are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Community Property and any improvements located thereon. For any Rules adopted and as amended from time to time, the Association shall have the right to take enforcement actions, including but not limited to the imposition of fines, against any Owner or tenant to compel compliance with the Rules.
- (aa) "Stormwater Management System" shall mean a surface water management system that is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.
- (bb) "Subdivision" means Palmer Pointe Townhomes, a subdivision as shown on the Plat of Subdivision, plus any Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.
- (cc) "Supplemental Declaration" shall mean and refer to an instrument filed in the Public Records of the County which subjects Additional Property to this Declaration or creates additional classes of members, and which may provide, expressly or by reference, additional restrictions, exceptions and/or obligations on the property described in such instrument.
- (dd) "Townhome" shall mean and refer to any single-family dwelling unit that is attached to another dwelling unit and which is situated upon a Townhome Lot.
- (ee) "Townhome Lot" or "Townhome Lots" shall mean and refer to each and every Lot hereafter added to this Declaration designated as one on which a Townhome has been or could be constructed.

- (ff) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Franklin County, Florida, (ii) Three months after ninety percent (90%) of the Lots in all phases that will ultimately be operated by the Association have been conveyed to Lot Owners (other than Builders); provided, however, this event shall be deemed not to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment, or (iii) as otherwise required by the Act.

1.04 Purposes. It is intended that the Subdivision development will be a residential community of high esteem and quality homes.

## ARTICLE TWO COMMON AREA

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. Buildings and improvements of a permanent nature erected or placed on the Common Area and any activities that alter the nature of the Common Area shall require the prior approval of the Members. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area. The necessary work or maintenance, repair and replacement of the Common Area and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Articles of Incorporation and the Bylaws.

2.02 Right of Enjoyment. Subject to this Declaration and any Rules promulgated by the Board of Directors, as amended from time to time, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Restrictive Covenant on Common Area. A restrictive covenant is hereby imposed on the Common Area such that no part of the Common Area may be developed for residential or commercial purposes; provided, however, that Declarant and/or the Association shall have the right, but not the obligation, to construct and install amenities and improvements on the Common Area that are for the use and enjoyment of the Members, subject to the terms and conditions hereof and any Rules adopted by the Board. This restrictive covenant shall run with each Lot and shall exist for the benefit of the Owners and be binding upon, their successors and assigns. Notwithstanding the foregoing, prior to Turnover, Declarant may withdraw from the terms and conditions of this Declaration portions of the Community Property then owned by Declarant, or convert Lots owned by Declarant to Common Area and Common Area owned by Declarant to Lots.

2.04 Withdrawal of Property. Declarant shall be entitled to withdraw portions of the Community Property owned by Declarant from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the "Withdrawn Property." In order to withdraw such portion of the Property from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Land from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property, and provided that the withdrawal of the Withdrawn Property shall not result in a material change to the scheme of development of the Subdivision. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration. Notwithstanding the provisions of this section, Lots which are the subject of a Lot Purchase Agreement between the Declarant and a Builder or third party may not be withdrawn from the terms and conditions of the Declaration, unless the Lot Purchase Agreement has been terminated or unless the Builder or third party purchaser consents in writing to the withdrawal of the Lot(s).

2.05 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.06 Easements.

- (a) Access Easement. An easement for vehicular and pedestrian access is hereby reserved over and across all private roadways in the Subdivision for the benefit of the Association, all Owners, and all tenants and authorized guests of all Owners (the "Access Easement"). The Association shall have the right to promulgate Rules for the use of the Access Easement. The maintenance and repair of the road surface that constitutes the Access Easement shall be performed by the Association.
- (b) Easements and Buffer Strips. All easements and buffer strips shown on the Plat of Subdivision, if any, are hereby adopted as part of this Declaration and all Lots in the Subdivision shall be subject to such easements and buffer strips.

- (c) Structures. No dwelling unit, house, Home, and/or other structure of any kind shall be built, erected, or maintained upon any easement, and said easements shall at all times be open and accessible to public and quasi-public utility corporations, and to other persons erecting, constructing, or servicing such utilities, and to the Association, its successors or assigns, all of whom shall have the right of ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under, and upon said locations for the carrying out of any of the purposes for which said easements are hereby reserved and may hereafter be reserved.
- (d) Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof and any Rules of the Association.

2.07 Control of Common Area. The Association may, upon approval by the Members, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.08 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, if reasonably possible, unless within one hundred and twenty days (120) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.09 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

**ARTICLE THREE**  
**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

3.01 The Association. The operation and administration of the Common Area shall be handled by the Association. The Association shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Owners with reference to the Common Area and with reference to any and all other matters in which all of the Owners have a common interest. The Association shall have all the powers and duties set forth in the Act, Chapter 617, Florida Statutes (the Florida Not-for-profit Corporation Act), the Articles of Incorporation and the Bylaws. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and further, shall have the right to grant permits, licenses, and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Area. The Board of Directors shall have the authority and duty to levy and enforce the collection of assessments for common expenses and is further authorized to provide adequate remedies for failure to pay such assessments.

3.02 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.03 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.04 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

**ARTICLE FOUR**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

4.01 Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. Each Owner of any Lot, excepting Declarant and Builders, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every such Owner, and agrees to pay to the Association: (1) any regular assessments or charges for the payment of operating expenses of the Association (including payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Association) ("**Regular Assessments**" or "**Annual Assessments**"); and (2) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses of the Association or property of the Association ("**Special Assessments**"); and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots ("**Individual Assessments**"). All such Regular Assessments, Special Assessments and Individual Assessments, collectively referred

to as Assessments, shall be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a *continuing lien* relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due. Each Owner shall be jointly and severally responsible with the previous Owner for all Assessments due to the Association prior to the transfer of title, without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

4.02 Purpose of Assessments. The assessments levied by the Association shall be used to provide for the operations of the Association and for the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. Assessments may be levied for, but shall not be limited to, the maintenance of the Common Area and any improvements or equipment maintained by the Association; the payment of taxes, if any, for the Common Area; insurance for the Common Area and as required under the HOA Act or pursuant to the Governing Documents for the Association; payment for the improvement and maintenance of the Common Area; and services and facilities related to the administration and operations of the association and the use and enjoyment of the Common Area. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessments to cover Operating Expenses of the Association, and other purposes deemed necessary by a majority vote of Owners of the Association as set forth in Subsection 4.05 hereof. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents, shall be an Individual Assessment charged against the Lot.

4.03 Uniform Rate of Assessment. Unless otherwise provided for herein, both Annual and Special Assessments must be fixed at a uniform rate for all Lots with a Home and may be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Payments of all Assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments.

4.04 Annual Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Areas, and any and all other expenses of the



Association, each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association, taking into account current maintenance costs and future needs of the Association. The portion to be paid by each Member for each Lot owned shall be calculated as set forth herein. Once assessed, the Association has a lien on each Lot for any unpaid assessments, interest, late fees, attorneys' fees, and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. The initial Annual Assessment period will commence on the date the Board of Directors fixes the initial Annual Assessment and continue until December 31 of that calendar year. Thereafter, each Annual Assessment period will be the calendar year. Each Owner acknowledges the Association may be responsible for the repair and maintenance of capital improvements that may result in a Special Assessment due to reserves not being collected. Reserve accounts are not initially provided for herein by the Declarant; however, the Members of the Association may elect following Turnover to collect for reserves upon the affirmative approval of a majority of the total voting interests of the Association obtained by a vote of the Members at a duly called meeting of the membership. The approval action of the membership must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. If approved by the membership, the Board of Directors shall include a reserve account or accounts in the budget in the next fiscal year following the approval and each year thereafter. Once reserves are established as provided in this subsection, the reserve accounts must be maintained with the collection of the Annual Assessments or have their funding waived or reduced in the manner provided by the HOA Act. Notwithstanding the foregoing, Builders are exempt from reserve funding obligations for each Lot owned by the Builder during the period of time prior to sale of the Lot to a third-party who is not a Builder or Declarant, and during the period prior to Turnover, Declarant is exempt from paying contribution to or deficit funding reserves for the Lots Declarant owns.

4.05 Special Assessments. In addition to the annual assessments authorized above, the Board of Directors may levy, in any annual assessment period, a special assessment applicable to that calendar year. Any such special assessment may only be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto, and to cover unbudgeted expenses, expenses in excess of those budgeted, and other Operating Expenses of the Association. Notwithstanding the foregoing, before Turnover, the Board of Directors may not levy a special assessment in excess of \$500 per Lot, unless a majority of Members, other than the Declarant, has approved the special assessment in excess of the limit at a duly called special meeting and in accordance with the requirements of the Act.

4.06 Individual Assessment Against a Particular Owner of Lot.

(a) Failure to Maintain or Damages Caused. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in accordance with the terms and conditions of the Governing Documents and any promulgated Rules in a manner satisfactory to the Board of Directors to a minimum

standard of consistency with the general appearance of the Community Property as initially constructed and improved by the Declarant (taking into account normal wear and tear and exposure to normal exterior conditions, but not to the point of unsightliness), the Association, after approval by a majority of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance performed on behalf of the Lot Owner by the Association may be assessed to the Lot as an Individual Assessment; and said Individual Assessment shall be enforced in the same manner as other Assessments. In addition, in the event any Owner, its guests, tenants or invitees cause any damage to real or personal property owned or to be maintained by the Association, including without limitation the Common Area and any structure or other improvements thereon, recreation facilities, landscaping, irrigation, sidewalks, easement areas or portions of the Surface Water Management System, such Owner shall be responsible for the cost for any repairs and replacements required to correct such damage and the cost thereof may be assessed to the Lot Owner as an Individual Assessment.

(b) Townhome Lawn Maintenance. The cost of lawn maintenance for Townhome Lots in accordance with Section 11.03 herein shall be the responsibility of the Owner of said Townhome Lot.

4.07 Date of Commencement of Assessments and Due Dates. The Assessments provided for herein shall only be assessed against Lots upon which a Home has been constructed, and will commence as to a particular Lot upon constructed conveyance of the Lot to any Owner who is not the Declarant or a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days prior to each annual assessment period, and in accordance with the requirements of the Act, the Board of Directors shall prepare and adopt a budget for the estimated Operating Expenses of the Association during the coming assessment period. Except as otherwise provided in this Section 4.09, each Owner shall pay an equal amount of the annual assessment. The aggregate amount of the assessments shall be set at a level which is reasonably expected to produce income for the Association equal to the total budgeted Operating Expenses, including reserves, but only if reserve funding has been approved by membership vote in accordance with Section 4.04 herein. The Board of Directors shall send or make available a copy of the budget and notice the amount of the annual assessments for the following year to each Owner in accordance with the requirements of the Act, as may be amended from time to time. If the Board of Directors fails for any reason to determine the budget for any year, then until such time as the budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. Any revised budget prepared and adopted by the Board of Directors shall become effective in accordance with the requirements of the Act, as may be amended from time to time. The Board of Directors shall determine if annual and special assessments will be collected annually, quarterly or at some other interval and shall set due dates for assessment payments.

4.08 Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days (or such other period of time established by the Board of Directors) after the due

date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars (\$25.00) or 5% of the amount of the installment that is past due, together with interest thereon until the date such unpaid assessments are paid at a rate to be set by the Board of Directors but in no event greater than the maximum rate as may then be permitted under the laws of the State of Florida. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, record and foreclose a lien against the property or seek injunctive relief. Interest, late fees, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend voting and use rights of any Owner of the Common Area in the event any amount of money owing to the association is delinquent ninety (90) days or more. Such suspensions shall be imposed in accordance with the procedural requirements of the Act.

4.09 Subordination of the Lien to Mortgages. The priority of the Association's lien and the obligation for payment of past due assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure shall be determined by the Act, and specifically, §720.3085(2) of the Act, as amended from time to time. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

4.10 Estoppel Letter. The Association shall, upon request from an Owner or on behalf of an Owner, provide estoppel certificates in accordance with the requirements of the Act.

4.11 Declarant Exemption; Assessments during Declarant Control. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is in control of the Association, Declarant shall not be liable for Assessments against Lots owned by the Declarant, provided that the Declarant funds any deficit in Operating Expenses, exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement, as specified in Chapter 720.308(1)(b), Florida Statutes. For the purposes hereof, a deficit shall be computed by subtraction from said Operating Expenses (exclusive of the items described in the foregoing sentence) all assessments, Working Fund Contributions (defined hereafter), income and other sums and income received or receivable by the Association. The deficit, if any, to be paid by Declarant pursuant to this Section shall be determined by looking at the period of deficit funding, without regard to quarterly, annual or any other accounting or fiscal periods and without regard to intraperiod allocations. The Declarant may at any time commence to pay Assessments to the Lots that it owns and thereby automatically terminate its obligations to fund a deficit in the operating

expenses of the Association or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose prior to such time. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, or make excess contributions over the totality of the deficit funding period, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association. The Declarant's rights under this Subsection 4.11 shall not be construed as a guarantee of Assessments under Section 720.308(2), Florida Statutes.

#### 4.12 Working Fund Contributions

(a) On Sale by Declarant. In addition to annual and special assessments levied hereunder, the first Owner acquiring title to a Lot that has been improved with a House who will occupy (or lease to an occupant) the House and all subsequent purchasers thereof shall pay to the Association at the closing of such Lot a contribution in an amount equal to one-fourth (1/4) of the annual assessments for Operating Expenses then being levied by the Association (a "Working Fund Contribution"). The Working Fund Contribution shall be deemed ordinary income, may be used by the Association for Operating Expenses or other purposes and need not be separated from or held or applied differently than Annual Assessments. No refund of a Working Fund Contribution will be made on re-sale. No Working Fund Contribution shall be due from a Builder when a Builder acquires a Lot for the purpose of constructing a Home thereon.

(b) On Re-Sale. At the time of each closing of a Home pursuant to a sale by an Owner other than Declarant or a Builder, each purchaser shall pay to the Association an amount equal to one-fourth (1/4) of the annual assessments for Operating Expenses then being levied by the Association at the time of the conveyance as a Working Fund Contribution. These monies shall be the Association's property and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Working Fund Contribution shall be deemed ordinary association income, may be used for Operating Expenses, and need not be separated from or held or applied differently than assessments. No refund of a Working Fund Contribution will be made on further re-sales.

4.13 Fines. The Association may levy reasonable fines against any Owner for violations of the provisions of this Declaration, the Articles, the Bylaws, or the Rules of the Association. A fine may not exceed \$100.00 per violation of any Owner or Owner's tenant, guest, or invitee for failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Articles, the Bylaws, or the reasonable Rules of the Association unless otherwise provided herein. A fine may be levied by the Board of Directors for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000.00 in the aggregate unless otherwise provided herein. An Owner may be fined for a violation by the Owner's tenant, in the discretion of the Board, if collection of a fine from a tenant would be challenging due to the length of the tenancy, remote residency of the tenant or any other reason. A fine of less than \$1,000.00 may not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to reasonable attorneys' fees and costs from the nonprevailing party as determined by the court.

4.14 Surface Water Management System. The Association will be responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the Surface Water Management System owned and operated by the Association. Such fees shall be assessed and collected through Assessments. In the event the Subdivision contains on-site wetland mitigation requiring monitoring and maintenance, the Association shall budget and collect sufficient funds for the monitoring and maintenance of the mitigation areas in accordance with the Permit.

#### ARTICLE FIVE MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's Home, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be a Individual Assessment against the Owner responsible therefor and the Lot of such Owner.

#### ARTICLE SIX ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, size, color, height, materials and location of the same shall have been submitted by an Owner to and approved in writing by the Architectural Review Committee ("ARC"), or Board of Directors if serving as the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications shall be submitted to the ARC, together with any additional specifications or clarifications requested by the ARC (collectively, the "Plans and Specifications"). Prior to commencement of any construction activities on a Lot, an Owner's Plans and Specifications must be approved by the Architectural Review Committee as to conformity and harmony with surrounding structures and improvements (or the surrounding area

contemplated by Declarant, if prior to Turnover) and is otherwise aesthetically desirable. The ARC may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association. In accordance with the Bylaws, the Declarant may serve in the place of the ARC.

6.02 Approval or Disapproval. The ARC shall indicate its approval or disapproval of such Plans and Specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the ARC fails to approve or disapprove such design and location within sixty (60) days after complete plans and specifications, to include any additional information or documentation requested by the ARC, have been submitted to it, approval shall be deemed automatically given. No ARC decision shall be required on the submission of incomplete Plans and Specifications.

6.03 Right of Inspection. The ARC shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to ensure construction in accordance with the construction plans submitted and approved by the ARC. Failure of an Owner to comply with the provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the ARC does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the ARC nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

6.06 Declarant's Exemption. Notwithstanding anything to the contrary, this Article does not apply to the Declarant. The Declarant shall have the right to approve any of the foregoing for any Builder in lieu of the process for approval by the Board of Directors or ARC. The Declarant's review and approval of any Builder plans shall be deemed approval of the Association and such approval may not be revoked or modified, and any modifications of such approved plans shall only require the approval of the Declarant.

**ARTICLE SEVEN**  
**USE RESTRICTIONS**

7.01 Residential Use. Each Lot is hereby restricted to a private, single-family dwelling for residential use.

7.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may, subject to any requisite governmental approvals, be combined with an entire adjacent Lot and occupied as one Lot, with one Home, but assessed and governed as two Lots.

7.03 Signs. No sign of any kind shall be displayed on any Lot, except (i) that any Owner actively attempting to sell his Lot or rent his Home may place a "for sale" or "for rent" sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, the Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein; and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Design Criteria: Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

- (a) Any Townhome shall contain a minimum of one thousand four hundred (1,400) square feet of heated and cooled living space.
- (b) No Townhome may exceed three (3) habitable stories above grade.
- (c) Sidewalks may be required to be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. In that event, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk.
- (d) Any backyard playground equipment or trampoline placed on a Lot must be fenced, with ARC prior approval required for the fencing design, materials, height and location.
- (e) No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.

- (f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.
- (g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) must be approved by the Architectural Review Committee and must be installed in such a way as minimize visibility from the front of the Lot and shall be placed on the back or side of any roof. Notwithstanding the foregoing, the Architectural Review Committee shall regulate antennas, satellite dishes, and/or other signal-receiving equipment of any kind in strict compliance with all federal laws and regulations.
- (h) Driveways must be made of concrete, or if not, the alternative surface must be approved by the Architectural Review Committee; provided, however, that in no event may any Driveway be painted, scored or otherwise colored.
- (i) Fences are only permissible in the back yard of any Lot or Lots and may not exceed the area of the patio located thereon (if any). The materials and design of such fencing must be approved by the Architectural Review Committee prior to constructing or installing such fencing. Fences must be six feet in height, privacy fencing, made of white vinyl material. The Owner of each Lot shall be solely responsible for all lawn maintenance for the area lying inside and within the fenced area.
- (j) No garments, rugs, towels or blankets or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Home. Further, unless otherwise specifically prohibited by applicable local, State or Federal law, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home.
- (k) Existing drainage, including but not limited to swales on Lots, shall be maintained and shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto streets or an adjacent Lot.

7.06 Animals. No animals, livestock, swine, insects or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times. Pets permitted by this Section may be kept on a Lot only so long as such Pets do not constitute a nuisance. The Board of Directors shall have the power to require the removal and relocation of any unauthorized animal and any Pet that is a nuisance, or which has harmed, or which presents a threat of harm, to residents and others in the Subdivision. Each person bringing or keeping an animal within the Subdivision shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any animal brought upon or kept upon a Lot or the Common Area and it shall be the duty and responsibility of each such Owner to clean up after Pets which have deposited droppings or otherwise used any portion of the Community Property. No Pets shall be "tied out" in a yard or on a porch or patio, or left



unattended outside for any extended period of time. Outdoor kennels, cages and dog runs are not permitted on any Lot. Notwithstanding the foregoing, the restrictions in this Section 7.06 shall not apply to any service animals, support animals, or any other animals permissible under the Fair Housing laws.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.08 Miscellaneous. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless (a) such structure is attached to the Townhome erected on the same Lot, (b) the architecture and character of such structure matches that of said Townhome, and (c) such structure has been approved in writing by the Architectural Review Committee.

7.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

- (a) No inoperative cars, trucks, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.
- (b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.
- (c) Recreational vehicles and campers shall not be parked or stored on any Lot. Boats shall be parked in garages.
- (d) Overnight parking within any street right of ways is prohibited. Parking in yards is strictly prohibited.
- (e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.
- (f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

7.11 Construction.

- (a) When the construction of any improvement upon any Lot has begun, work thereon shall be pursued diligently and continuously until full completion. All construction sites must be kept clean, and debris shall not be allowed to accumulate. During

construction, the use of dumpsters for routine cleaning of construction sites is permitted.

- (b) No residence constructed on any Lot may be occupied prior to its substantial completion.
- (c) Landscaping shall be completed within sixty (60) days after completion of construction.
- (d) The use of dumpsters for cleaning of construction sites is permitted.
- (e) In addition to compliance with the requirements set forth under this Declaration, any and all improvements on any Lot shall comply with the standards and provision of Franklin County, and its applicable building code.

7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Outdoor Lighting. All outside lights shall be of an intensity not to exceed 100 watts and shall be placed so as to avoid an annoyance to any neighbor. Said lighting shall be turned toward the ground and shall be shielded completely or by frosted glass or plastic in all directions so that it does not shine toward neighboring Lots. Flood lights which shine all night are specifically prohibited.

7.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition.

7.15 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings.

7.18 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation and maintenance of a single family residence and yard, in reasonable quantities for personal use upon Owner's Lot without obtaining such written consent. The Board of Directors may require removal

of any flammable or hazardous materials from the Subdivision if it determines, in its sole and absolute discretion, that any type or quantity of material is in violation of this Section.

7.19 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted; provided, however, that this Declaration does not prohibit the use of wells for landscape irrigation.

7.20 Windows and Window Treatments. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors and all hurricane or storm shutters must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted. Hurricane or storm shutters (a) may not be closed or otherwise installed to cover windows unless and until a tropical storm or hurricane warning is issued by the National Weather Service for the County in which the Subdivision is located, and (b) shall be opened and/or otherwise removed within seventy-two (72) hours of the storm's passage.

7.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

7.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, codes, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

7.23 Swimming Pools. Swimming pools of any type are expressly prohibited on all Lots.

7.24. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or energy conservation equipment (collectively, "Energy Conservation Equipment") shall be constructed or installed on any Lot or House without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Energy Conservation Equipment shall be installed in such a way as to minimize visibility from any Common Area or road within the Subdivision. Notwithstanding the foregoing, the Association shall have the right to promulgate rules and regulations regarding the use and location of Energy Conservation Equipment; provided, however, that such rules and regulations shall not impair the effective operation of such Energy Conservation Equipment and shall comply with the requirements of applicable law.

7.25 Outdoor Equipment. No outdoor equipment, tools, generators, or sporting equipment (including but not limited to basketball goals) may be installed or affixed to any Lot or House without prior written approval from the Architectural Review Committee; provided,

however, that portable outdoor equipment, tools, generators, or sporting equipment may be used on a temporary basis for no more than twenty-four (24) hours and promptly removed from view after use. Notwithstanding the foregoing, portable generators may be used and located on a Lot for more than twenty-four (24) hours in the event of an emergency or power outage but must be promptly removed once power is restored.

#### ARTICLE EIGHT ADDITIONAL RESTRICTIONS

8.01 Leasing. Homes and Lots may be leased by an Owner for residential purposes only. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any Rules of the Association.

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to mortgage his Lot.

8.03 Rules. Reasonable Rules concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.04 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

#### ARTICLE NINE ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.02 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration

to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.03 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for thirty (30) years after the date this Declaration is recorded in the public records, after which time said covenants, as amended from time to time, shall automatically renew for successive ten (10) year periods, or if required by the law then in effect, this Declaration may be preserved and/or otherwise extended for successive terms in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time. In the event the Association ceases to exist, except as provided in Article Thirteen herein, any Owner may petition the Circuit Court for the appointment of a receiver to manage the affairs of the Association and all Common Area and the corresponding infrastructure will be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation.

9.04 Amendments. This Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association. Notwithstanding the foregoing, Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or in accordance with Section 10.03 below.

#### ARTICLE TEN RESERVED DECLARANT RIGHTS

10.01 General Reserved Rights. Declarant reserves unto itself, its successors and assigns:

- (a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.
- (b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

Except as set forth in Section 10.04, all of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion and by a Supplemental Declaration recorded in the public records of the County, to (a) make any real property adjacent to the Subdivision (the "Additional Property") subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. The Additional Property may be annexed in accordance with this Section by an supplement to this Declaration, which Supplemental Declaration may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (i) no Additional Property shall be subject to this Declaration unless and until Declarant executes Supplement to this Declaration affirmatively exercising Declarant's rights hereunder and records such Supplemental Declaration in the County in which this Declaration is recorded, and (ii) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right to alter, or otherwise replace with other terms, the terms of Section 7.05 hereof as those terms pertain to any Lots created out of such Additional Property.

10.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner, except as required by Section 10.04. Such amendments shall comply with Section 720.3075(5) of the Act.

10.04 Consent of 800 Mexico Beach, LLC to Certain Matters. Declarant may not exercise any rights reserved in this Article 10, or take any action or grant any approval as Declarant under this Declaration (other than any other approval given in the ordinary course as an Owner and not as Declarant) without obtaining the prior written consent of 800 Mexico Beach, LLC.

10.05 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the Declarant under this Declaration, which shall continue as long as Declarant is an Owner.

## ARTICLE ELEVEN COVENANTS FOR HOME MAINTENANCE

11.01 Maintenance of Homes. Each Lot Owner shall be responsible for maintaining, repairing, and replacing the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, roofs, windows, window and patio screens, screened enclosures, doors, framing and casing, gutters, downspouts and skylights, and maintenance, repair

and replacement of any air-conditioning or water softening fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Governing Documents. Common mail kiosks shall be maintained, repaired and replaced by the Association. It will also be the duty of each Lot Owner to maintain in good repair any driveway servicing a single Lot. If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration and charge an Individual Assessment for costs required to bring the Lot and/or Home into compliance. The Lot Owner shall obtain the written consent of the Association prior to making any modifications requiring approval under Article Six hereof.

11.02 Lawn Maintenance for Townhomes. It shall be the duty of each Owner of a Townhome Lot to perform regular and routine lawn maintenance as well as regularly cut the grass located on the Lot Owner's Lot at the Owners' expense. The Lot Owner shall promptly replace any grass that has died or otherwise requires replacement. In the event an Owner fails to adequately maintain the lawn, cut the grass on the Lot or replace dead grass, after reasonable notice and the opportunity to do the required maintenance, the Association shall have the right to enter upon the Lot and perform necessary lawn maintenance or cut the grass. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of maintaining and cutting the grass, where the owner fails to do so. Lot Owners shall therefore not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association. The Lot Owner shall be responsible for all costs incurred by the Association in the event the Association remedies a failure to maintain the lawn and landscaping on the Owner's Lot, and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot. The remedy provided hereunder is not exclusive. The Association may levy fines and or seek equitable and other relief in the courts as otherwise provided in this Declaration.

A Townhome Lot Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Association, unless the planting is the replacement of existing grass that is damaged or has died or landscaping that has died or otherwise requires replacement. The Owner shall be responsible for the cost of replacing any such grass or landscape that has died and requires replacing. Owners shall not take any actions which result in their lawn being damaged or dying. Any Owner violating the restrictions of this section resulting in lawns or grass needing to be repaired or replaced will be charged the cost of such work as an Individual Assessment.

11.03 Landscaping. Unless otherwise provided, the Association shall only be responsible for the maintenance of landscaping within Common Area and any landscape easement or buffer originally installed to comply with governmental requirements by the Declarant or by the Association. Such maintenance shall include routine trimming, weeding and pruning of the landscaping. The Association is hereby granted an easement over and across an Owner's Lot, as needed, for the purpose of maintaining the landscaping of the Common Area in accordance herewith. Lot Owners shall not cut or remove any landscape materials on landscape easements or buffers, landscape materials installed by the Declarant or Builders or the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation.

Each Owner of a Lot shall be solely responsible for all maintenance and replacement of all landscaping installed on the Lot, unless such landscaping is part of an easement or buffer and therefore required to be maintained by the Association or by a governmental agency. Townhome Lot Owners shall perform routine trimming, weeding, and pruning of landscaping on their Lot and shall replace any dead or dying landscaping promptly. Any Owner violating the restrictions of this Section resulting in landscaping needing to be repaired or replaced by the Association will be charged the cost of such work as an Individual Assessment.

11.04 Irrigation. It shall be the duty of the Association to maintain, repair and replace as needed the irrigation system located on and servicing the Common Area. The cost of maintenance, repair and replacement of the irrigation system located on and servicing a Townhome Lot shall be the responsibility of the Townhome Lot Owner at such Owner's sole expense. The Association shall have the right to irrigate Common Area on a schedule appropriate for the climate and conditions. The Association shall have sole discretion in determining the irrigation schedule, which may be limited by local or state restrictions. The Association is hereby granted an easement over and across Owners' Lots, as needed, for the purpose of repairing and maintaining the irrigation system for the Common Area, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association. All Lot Owners shall be responsible for payment of any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system, whether on the Owner's Lot or the Common Area, caused by Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner. Due to water quality, irrigation systems may cause staining on Homes and other improvements, structures or paved areas and it shall be each Lot Owners' responsibility to treat and remove any such staining at the Lot Owner's expense.

11.05 Repair and Maintenance of Townhome Party Walls and Party Roofs. When the need arises for repair or other maintenance of any part of a Party Wall as originally built or as later extended, the cost of such repair shall be the responsibility of the Owners of the Townhome Lots on which the Party Wall is located as to parts of the Party Wall then being used by both parties; as to any remaining portion, the entire cost shall be borne by the party using that portion. Each such Lot and Owner is hereby granted an easement for the existence of the Party Wall and for the Party Roof shared by two lots to the extent either the Party Wall or Party Roof encroaches on the adjoining Lot, whether encroachment exists as a result of initial construction, reconstruction or natural settling or shifting. Except as otherwise provided herein, each Owner shall bear the responsibility to repair and maintain the unfinished surface of the exterior portion of the party wall which is located within his residence as well as the portion of the roof of the Home located on the Owner's Lot. Both Owners shall equally share the cost of repair and maintenance of the structural and interior portions of the Party Wall or structural portions of the common roof line shared by the Lot Owners. However, if either Owner's negligence or willful misconduct causes damage to the Party Wall or the Party Roof, such Owner causing the damage shall bear the entire cost of repair. Each Owner shall have the right to enter the adjacent Lot, including the residence located thereon, where necessary in connection with the repair, maintenance or replacement of a party wall or portion of the roof, upon reasonable prior notice to the affected Owner(s) and at reasonable times and an easement for same is hereby created. Any repair or reconstruction of a Party Wall or Party Roof shall utilize substantially similar materials, design and location as originally existed. No openings may be cut in the Party Wall or structural changes made thereto, unless agreed upon by



Owners sharing the Party Wall. Any party who, by negligence or willful act, causes a Party Wall or Party Roof to be exposed to elements, infestations or other injurious activity, shall bear the entire cost of furnishing necessary treatments, protections or repairs resulting from damage.

11.06 Maintenance of Exterior of Townhomes. Each Owner of a Townhome shall maintain the exterior walls, windows and doors, of the Townhome, and shall paint and pressure wash the exterior of the Townhome in accordance with such maintenance responsibilities applicable herein to all Homes.

11.07 Exterior Painting and Pressure Cleaning. Each Lot Owner shall be responsible for exterior painting and pressure cleaning of the Home and improvements thereon as required by the Association in accordance with this Section. It is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios, and driveways of all Homes to be pressure washed every three years. It is anticipated that the Association shall require all Homes to be painted every five to seven years. The Board of Directors shall convene a duly noticed meeting to determine when the uniform exterior painting and pressuring washing shall be required for all Homes in the Community and each Owner shall have at least 120 days to commence the work after the Association provides written notification of required painting or cleaning. Each Owner shall have the right to paint or clean more frequently than required by the Association; provided that prior written approval of paint color is obtained from the Board. Notwithstanding the foregoing, by majority vote of the Members at a duly notice meeting, the Association may enter into a bulk contract for uniform painting and/or pressuring washing of all Homes in the Community and charge each Owner its equal share of the cost thereof as a Special Assessment. If any Lot Owner fails or refuses to paint or pressure wash his Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as an Individual Assessment.

11.08 Cost of Construction. If the Owner of any Townhome Lot erects a Party Wall at a time when the adjoining Owner is not ready to construct, then the Party Wall must be located on the applicable Townhome Lot line, but entirely within the Townhome Lot on which construction is to begin and such Owner shall bear the entire cost of constructing said Party Wall. If the adjoining Owner later erects a building utilizing said Party Wall, or any part thereof, he shall promptly pay to the Owner who originally bore the entire Party Wall cost an amount equal to the ratio that the portion of the Party Wall utilized for support, attachment or joinder bears to the original cost thereof, divided by one-half.

11.09 Adjoining Townhome Lot. The first Owner to erect a Party Wall shall have the right to enter the adjoining Townhome Lot(s) and shall have the right to authorize entry by his contractor, agents, employees, and suppliers to the extent reasonable and appropriate for construction purposes. Such right includes the right to make necessary excavations or to do other work required in connection with the construction of the Party Wall; provided, however, that on completion of the Party Wall, the adjoining Townhome Lot(s) shall be restored to its condition prior to the start of construction. The first Owner to erect a Party Wall shall erect said Party Wall and any Party Roof in such a manner so as not to encroach into the Townhome Lot of any adjoining Owner; provided, however that such Party Wall and Party Roof may, with the advance written approval of the Architectural Review Committee, have a finished eave or other overhang structure

encroaching into such adjoining Owner's Townhome Lot; provided, further, however, that such eave or other overhang structure shall be subject to the rights of an adjoining Owner to thereafter eliminate or modify such eave or other overhang structure to accommodate the construction of an adjoining Townhome; and the elimination or alteration of any such eave or other overhang structure shall, in all events, be subject to the equitable and final discretion of the Architectural Review Committee. No construction shall be undertaken in a manner so as to adversely affect the structural integrity of any Townhome located on a Townhome Lot.

11.10 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Townhome Lot and/or Townhome as required herein, and that failure to so maintain shall cause damage or injury to the adjoining Townhome, Party Wall, and/or Party Roof, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Townhome Lot and to repair, maintain, and restore the Townhome Lot and the Townhome and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such Townhome Lot is subject.

11.11 Right of Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.12 Easement for Encroachment. There shall be (a) reciprocal perpetual easements of encroachment between each adjacent Lot, and (b) perpetual easements of encroachment over and across any adjacent Common Area, for purposes of allowing for the unintentional placement, settling, or shifting of Party Walls constructed, reconstructed, or altered thereon to a distance of three feet (3') as measured from any part on the common boundary along a line perpendicular of such boundary at such point.

11.13 Easement for Lateral Support. There shall be reciprocal perpetual easements of lateral support between each adjacent Townhome Lot upon the structural components, including the Party Walls for lateral support of each Townhome. No Owner shall demolish, modify, or interfere with a Party Wall so as to diminish or in any way alter the lateral support which such Party Wall affords any Townhome.

11.14 Access to Common Area During Construction. Each Builder shall have a license to go upon and make use of such portions of the Common Area as are reasonably necessary in connection with a Builder's construction of a Townhome on a Lot or Lots adjacent to such Common Area; provided, however, that each such Builder shall be responsible for and shall repair any damage caused to the Common Area by such Builder or such Builder's subcontractors and materials suppliers.

## ARTICLE TWELVE INSURANCE/CASUALTY

12.01 Insurance on Common Area. The Association shall obtain and maintain the insurance coverage as set forth herein and as required by Florida law. Accordingly, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the

Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area and directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds. Unless the requirement of fidelity coverage is waived in the manner provided in the Act, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

12.02 Insurance on Homes. Each Owner of a Townhome and excepting Declarant and Builders, shall obtain insurance coverage, insuring the Townhome and any improvements located thereon in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against (i) loss or damaged by fire, hurricane, tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as a townhome, including but not limited to vandalism and malicious mischief. In addition to insurance coverage for the components of the Townhome, the Owner of each Townhome shall be responsible for, at the Owner's sole expense, any insurance coverage for loss of or damage to any fixtures, furniture, appliances, furnishings, decorations, personal effects, and other property belonging to such Owner and located within such Owner's Townhome or otherwise on such Owner's Lot. If the Townhome is located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards, the Owner of the Townhome shall, to the extent obtainable, insure the Home and Lot against the perils of flood under the National Flood Insurance Act of 1968 and acts amendatory thereto. Such coverage shall name the Association as an additional insured party. The Owner shall furnish proof of insurance to the Association at the time of purchase of a Lot improved with a Townhome and shall furnish proof of renewal of such insurance on the anniversary date thereof. In addition, any Owner owning or keeping a pet on a Lot shall also obtain and maintain adequate homeowners' insurance to cover pet liability, naming the Association as an additional insured.

12.03 Damage and Destruction of a Home. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter.

**ARTICLE THIRTEEN**  
**MISCELLANEOUS**

13.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

13.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

13.03 Applicable Law. The laws of the State of Florida shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

13.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

13.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

13.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Florida law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

13.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered in accordance with the Act. It is the responsibility of Owners to provide to the Association's Secretary the Owner's mailing address, if different from that of the Lot, and to promptly notify the Association in writing of any changes in Lot ownership or mailing address.

13.08 Conflict Between Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles of Incorporation shall control. If there is any conflict or inconsistency between the terms and conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

13.09 Fair Housing Amendments Act of 1988. This Declaration, the Articles, the Bylaws, and any Rules of the Association shall be subordinate to and interpreted and applied in a manner so as to be consistent with 42 U.S.C. §3601, *et seq.*

13.10 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Subdivision designed to make the Community Property safer than it otherwise might be. Neither the Association, Builder, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Subdivision, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Community Property, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of their Homes that the Association, its Board of Directors and committees, Builder, Declarant, and any successor Declarant are not insurers and that *each* Person using the Community Property assumes all risks of personal injury and loss or damage to property, including Homes and the contents of Homes, resulting from acts of third parties.

#### 13.11 NOTICES AND DISCLAIMERS.

- (a) CONSTRUCTION ACTIVITIES. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, ANY BUILDER, THE ASSOCIATION, OR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR

ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT ENTRY GATES MAY BE OPEN DURING ANY PERIODS OF CONSTRUCTION AT ANY TIMES OR ALL TIMES IN THE SOLE DISCRETION OF THE DECLARANT OR THE ASSOCIATION (iv) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (vi) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

- (b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND
- (c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.
- (d) WATER BODIES AND WILDLIFE. THE SUBDIVISION MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES OR OTHER BODIES OF WATER IN OR IN THE VICINITY OF THE SUBDIVISION ("WATER BODIES"). SUCH WATER BODIES MAY POSE HEALTH AND SAFETY RISKS TO OWNERS, OCCUPANTS AND USERS OF THE PROPERTY IN AND AROUND THE SUBDIVISION, INCLUDING THE RISK OF DANGEROUS WILDLIFE.
- (e) PORTIONS OF LOTS 66 THROUGH 73 AND CERTAIN COMMON AREAS OF THE SUBDIVISION AS SHOWN ON THE PLAT LIE WITHIN A 65' RIGHT OF WAY PROTECTION ZONE ESTABLISHED BY FRANKLIN COUNTY, FLORIDA (THE "COUNTY") FOR POTENTIAL FUTURE TRANSPORTATION IMPROVEMENTS OF CHAT HOLLEY ROAD PURSUANT TO SECTION 5.04.06

OF THE FRANKLIN COUNTY LAND DEVELOPMENT CODE (THE "CODE"). PURSUANT TO THE CODE, IT IS UNLAWFUL TO CONSTRUCT, ERECT, OR ESTABLISH OR MAINTAIN ANY BUILDING OR OTHER STRUCTURE WITHIN THE 65' RIGHT OF WAY PROTECTION ZONE. PURCHASER UNDERSTANDS THAT ANY FENCING OR OTHER IMPROVEMENTS LOCATED WITHIN THE 65' RIGHT OF WAY PROTECTION ZONE MUST COMPLY WITH THE CODE AND ARE SUBJECT TO REMOVAL BY THE COUNTY. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES), ACKNOWLEDGES AND SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE DECLARANT OR ASSOCIATION ARISING FROM THE MATTER HEREIN DISCLOSED.

**ARTICLE FOURTEEN**  
**STORMWATER MANAGEMENT**

14.01 Stormwater Management

- (a) The Stormwater Management System shall be owned by the Association and shall be located: (i) on land that is designated Common Area on the Plat of Subdivision; (ii) on land that is owned by the Association; or (iii) on land that is subject to an easement in favor of the Association and its successors.
- (b) No construction activities may be conducted relative to any portion of the Stormwater Management System. Prohibited activities include, but are not limited to, digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Stormwater Management System. If the project includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the NFWFMD.
- (c) The Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of NFWFMD Permit No. \_\_\_\_\_, as modified in accordance with Sub-section 62-330.020(2)(c), 62-330.020(2)(d), 62-330.020(2)(b), 62-330.020(2)(g) and 62-330.020(2)(i) Florida Administrative Code (F.A.C.) and applicable NFWFMD rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the NFWFMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved, by the NFWFMD.

- (d) NFWFMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System.
- (e) Notwithstanding anything contained in this Declaration to the contrary, any amendment to this Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior written approval of the NFWFMD.
- (f) In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310 F.A.C., and NFWFMD Applicant's Handbook Volume 1, Section 12.3, and be approved by the NFWFMD prior to such termination, dissolution or liquidation.
- (g) If any property within the Subdivision has on-site wetland mitigation which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the NFWFMD determines that the area(s) is successful in accordance with any environmental resource permit(s).
- (h) Each Owner, at the time of construction of their building or structure, shall comply with the construction plans for the Stormwater Management System approved and on file with the NFWFMD.
- (i) No Owner may construct or maintain any building or structure, or undertake to perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and Plat of Subdivision, unless prior written approval is received from the NFWFMD, Association, the City of Apalachicola, and Franklin County, Florida.
- (j) The Owners of Lots abutting wet detention ponds shall not remove native vegetation, including cattails, that becomes established within the wet detention ponds abutting their Lot. Removal shall include, but not be limited to, dredging, the application of herbicide, cutting and the introduction of grass carp. Owners shall address any questions regarding authorization activities within the wet detention ponds to a NFWFMD Regulation Manager.
- (k) A "Recorded Notice of Environmental Resource Permit," in form and content reasonably approved by the Florida Department of Environmental Protection, or other applicable governmental agency, shall be recorded in the public records of Franklin County, Florida. The Association, and its registered agent, shall maintain copies of all permitting actions undertaken for the benefit of the Association.

14.02 Right to Transfer. The Association shall have the right to dedicate or transfer all or any part of the Common Area, to any public agency, authority or utility for such purposes of stormwater management and subject to such conditions as may be agreed to by the Members. No such dedications or transfers shall be effective unless an instrument signed by the Members entitled



to cast sixty-seven percent (67%) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than (30) days and no more than sixty (60) in advance of such dedication or transfer. Notwithstanding the foregoing, Declarant specifically reserves and retains the rights to transfer and convey to any other appropriate entity which complies with Rule 62-330.310, F.A.C., and NFWWMD Applicant's Handbook Volume 1, Section 12.3, as approved by NFWWMD, any Stormwater Management System on the Common Area of the Subdivision.

IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

DECLARANT:

800 MEXICO BEACH, LLC, a Florida Limited Liability Company

By: \_\_\_\_\_

Name: James Rudnick

Its: Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of 800 Mexico Beach, LLC, a Florida Limited Liability Company, on behalf of said entity. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE SUBDIVISION PROPERTY**

PARCEL 1

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, AND EXTEND A LINE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 40.0 FEET; THENCE TURN 90 DEGREES 00' LEFT AND EXTEND A LINE SOUTH THAT IS PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 313.27 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 384 FOR A POINT OF BEGINNING. FROM THIS POINT OF BEGINNING CONTINUE IN THE SAME DIRECTION AS THE LINE LAST DESCRIBED ABOVE AND EXTEND A LINE SOUTH THAT IS PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 426.68 FEET; THEN TURN 89 DEGREES 56' RIGHT FOR 205.0 FEET; THEN TURN 90 DEGREES 04' RIGHT FOR 416.33 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 384; THEN TURN RIGHT ALONG SAID RIGHT OF WAY LINE FOR 205.99 FEET; MORE OR LESS, TO THE POINT OF BEGINNING. THIS PARCEL IS IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, IN THE CITY OF APALACHICOLA, FRANKLIN COUNTY, FLORIDA.

PARCEL 2

A LOT, TRACT OR PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
START AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, WHICH CORNER IS MARKED BY A SQUARE GRANITE BLOCK AND RUN FROM THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO A POINT IN THE EAST BOUNDARY ON THE SOUTH SIDE OF A FIFTY (50) FOOT STREET OR ROAD WHICH IS NOW STATE ROAD 384 AND APPEARS ON MAPS OF THE CITY OF APALACHICOLA AS FOURTH STREET OF GREATER APALACHICOLA AND WHICH IS THE POINT OF BEGINNING; RUN THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO A POINT 40 FEET EAST OF THE SOUTHEAST CORNER OF A FIVE AND ONE-HALF (5 ½) ACRE TRACT OF LAND DESCRIBED IN A DEED FROM PIETRO ROTUNDO TO MADELINE TARANTO DATED AUGUST 8TH, A.D. 1936 RECORDED AT PAGES 350-352 OF DEED RECORD "D.D" IN THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA KNOWN AS THE OLD ROTUNDO TRACT; RUN THENCE WEST FORTY (40) FEET TO THE SOUTHEAST CORNER OF SAID ROTUNDO TRACT; RUN THENCE NORTH ALONG THE EAST BOUNDARY OF THE SAID OLD ROTUNDO TRACT TO THE NORTHEAST CORNER THE SAID TRACT AND THENCE NORTH ON THE SAME LINE TO THE SOUTH

BOUNDARY OF SAID FOURTH STREET, NOW STATE ROAD 384; THENCE NORTHEASTERLY ALONG THE SOUTH BOUNDARY OF SAID FOURTH STATE (STREET) OR STATE ROAD 384 TO THE POINT OF BEGINNING; THE SAID PARCEL BEING FORTY (40) FEET WIDE AND LYING BETWEEN THE EAST BOUNDARY OF LANDS FORMERLY OWNED BY PIETRO ROTUNDO AND THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 AND EXTENDING FROM THE SOUTH BOUNDARY OF SAID FOURTH STREET OR STATE ROAD 384 TO WHAT WOULD BE A CONTINUATION EASTERLY OF THE SOUTH BOUNDARY OF THE SAID OLD ROTUNDO TRACT.

**EXHIBIT "B"**  
**ARTICLES OF INCORPORATION**

**ARTICLES OF INCORPORATION FOR  
PALMER POINTE TOWNHOMES OWNERS ASSOCIATION, INC.  
(A FLORIDA CORPORATION NOT-FOR-PROFIT)**

The undersigned, acting as Incorporator(s) of a not-for-profit corporation pursuant to Chapter 617, Florida Statutes, and Chapter 720, Florida Statutes, adopt(s) the following Articles of Incorporation:

**ARTICLE I  
NAME**

The name of the nonprofit corporation shall be **Palmer Pointe Townhomes Owners Association, Inc.**, a Florida not-for profit corporation (the "Association").

**ARTICLE II  
DEFINITIONS**

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of Palmer Pointe Townhomes (the "Declaration") recorded, or to be recorded, among the Public Records of Franklin County, Florida by D.R. Horton, Inc., a Delaware corporation (the "Declarant"), and shall have the same meaning or definition ascribed thereto in the Declaration.

**ARTICLE III  
PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS**

The principal place of business and mailing address of the corporation shall be 2457 Care Drive, Suite 204, Tallahassee, FL 32308.

**ARTICLE IV  
PURPOSE(S)**

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720, as amended from time to time (the "Act") of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

1. To promote the welfare of the Owners of property within the Subdivision as described in the Declaration.
2. To own and maintain, repair and replace the Association property and the Common Areas and other items, including landscaping and other improvements

in and/or benefiting said Association property and Common Areas, for which the obligation to maintain and repair has been delegated and accepted.

3. To levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Stormwater Management System. The assessments shall be used for the maintenance and repair of the Stormwater Management System and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.
4. To institute, maintain, defend, settle, or appeal actions or hearings in its name on behalf of members concerning matters of common interest and as may otherwise be authorized by the Act.
5. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Community Property, as well as the alteration, improvement, addition or change thereto.
6. To operate without profit for the benefit of its Members.
7. To perform those functions granted to or reserved by the Association in the Declaration.

#### **ARTICLE V GENERAL POWERS**

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration including, without limitation, the following:

1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.
2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
3. To delegate power or powers where such is deemed in the interest of the Association.
4. To levy Assessments and other charges on Lots, collect such Assessments and other charges from Lot Owner Members, and to use the proceeds thereof in the exercise of its powers and duties.

5. To pay taxes and other charges, if any, on or against the Association property as may be required by law, excepting Lots not owned by the Association, and the Common Area.
6. To have all express powers conferred upon the Association by the Declaration, Bylaws and Chapter 720, Florida Statutes, and to have all powers conferred upon a corporation by the laws of the State of Florida, including Chapter 617, Florida Statutes, except as limited or prohibited herein.
7. To engage in activities which will actively foster, promote and advance the common interests of all Owners of any portion of the Property, including contracting for services to be provided to the Association.
8. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Owners of any portion of the Subdivision, except as otherwise expressly limited or prohibited in these Articles, the Declaration, the Bylaws or the Act.
9. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.
10. To sue and be sued, and to enforce by legal means the provisions of the Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.
11. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.
12. To operate and maintain Surface Water Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers and wetland mitigation areas, preserve areas and conservation easements, as applicable and required by the Permit, and to contract for services to provide for such operation and maintenance, with the power to accept future phases into the Association that will utilize the Surface Water Management System.
13. To contract for services for the operation, maintenance, and management of Common Areas and if applicable, Community Property, and all other property dedicated to or maintained by the Association.
14. To contract for the management of the Association and to delegate to the party or parties with whom such contract has been entered into the powers and duties of the Association, excepting those which require specific approval of the Board of Directors or the membership of the Association.



15. To mortgage or convey Common Area with the affirmative vote of at least two-thirds of the Class A Membership.

**ARTICLE VI  
MANNER OF ELECTION OF DIRECTORS**

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

**ARTICLE VII  
MEMBERS**

There shall be only one (1) class of membership. The members of the Association shall be all of the record owners of platted lots within the Subdivision. Membership in the Association shall be established by recordation in the records of the Office of the Clerk of Franklin County, Florida of a deed of conveyance transferring record title to a platted lot in the Subdivision and the delivery to the Association of an executed true copy of said deed. The owner designated by such instrument shall thereby automatically become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot in the Subdivision, and shall cease as to any owner upon transfer of title from such owner to another owner.

**ARTICLE VIII  
DIRECTORS**

The Board of Directors of the Corporation shall be comprised of at least three (3) directors. The members of the Board of Directors and their street addresses are:

Tyler Weldon	2457 Care Drive, Suite 204, Tallahassee, FL 32308
Stewart Haire	2457 Care Drive, Suite 204, Tallahassee, FL 32308
Dina Brown	2457 Care Drive, Suite 204, Tallahassee, FL 32308

Those directors appointed to the Board of Directors by Declarant or its designated successor or assigns, need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed at any time by the Declarant.

All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised by the Board of Directors or such committees to which authority is given by the Board or pursuant to the Act or the Governing Documents of the Association, subject only to approval by Members when such approval is specifically required.

At the first annual election to the Board of Directors where Directors are elected by the Members, the term of office of the elected Director receiving the highest plurality of votes shall

be established at two (2) years, with the other elected Directors to serve for a term of one (1) year. Elections shall be by plurality votes. All Directors shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

#### **ARTICLE IX OFFICERS**

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President:	Tyler Weldon
Vice President:	Stewart Haire
Secretary/ Treasurer:	Dina Brown

#### **ARTICLE X REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS**

The street and mailing address of the Corporation's registered office is 2457 Care Drive, Suite 204, Tallahassee, FL 32308, and the Registered Agent at that address is D.R. Horton, Inc.

#### **ARTICLE XI CORPORATE EXISTENCE**

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the property containing the Surface Water Management System Facilities and other dedicated property and related infrastructure shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code, and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, as such may be amended from time to time, and be approved by the WMD prior to such termination, dissolution, or liquidation.

**ARTICLE XII**  
**BYLAWS**

The Board of Directors shall adopt Bylaws consistent with these Articles. The Bylaws for the Association will be recorded in the Public Records as originally enacted by Declarant, and as thereafter amended from time to time in accordance with the provisions for amendment set forth therein, consistent with these Articles and with the Act.

**ARTICLE XIII**  
**AMENDMENTS TO ARTICLES OF INCORPORATION**

Amendment of these Articles requires the approval of at least two-thirds (2/3) of the membership votes. Notwithstanding the foregoing; (a) prior to Turnover, the Declarant or its successor or assign shall be permitted to unilaterally amend these Articles; and (b) for so long as Declarant owns any portion of the Property, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the Bylaws of this Association may not be amended except as provided in the Bylaws.

Any amendment to these Articles that would alter the Surface Water Management System, conservation areas or any water management areas of the Common Areas must have the prior approval of the WMD. Any such proposed amendments must be submitted to the WMD for a determination of whether the amendment necessitates a modification to the WMD Permit. If the proposed amendment necessitates a modification to the WMD Permit, the modification to the WMD Permit must be approved by the WMD prior to the amendment to these Articles.

**ARTICLE XIV**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section 1. **Indemnity.** The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association,

and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

**Section 2. Defense.** To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1 above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him/her in connection therewith.

**Section 3. Advances.** Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized by this Article XIV.

**Section 4. Miscellaneous.** The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

**Section 5. Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

## ARTICLE XV

### TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

With the exception of Directors and Officers appointed by the Class B Members, any financial or familial interest of an Officer or Director in any contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest, shall be disclosed, and further shall not be voidable solely for this reason, or solely because the Director or Officer is

present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction but must abstain from voting on the issue.

#### ARTICLE XVI DISSOLUTION

1. The Association may be dissolved if three-fourths (3/4) of the votes cast at a duly held meeting of the Members of the Association vote in favor of dissolution, if permitted by the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. In the event of a termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the Agency prior to such termination, dissolution or liquidation.

#### ARTICLE XVII INCORPORATOR

The name and address of the Incorporator is:

Name: D.R. HORTON, INC.  
Address: 2457 Care Drive, Suite 204, Tallahassee, FL 32308

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this \_\_\_\_ day of \_\_\_\_\_, 2022.

D.R. HORTON, INC., a Delaware corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by  physical presence or  remote online notarization, by \_\_\_\_\_ as \_\_\_\_\_ of D.R. Horton, Inc., a Delaware Corporation, on behalf of the corporation. He/She is  personally known to me or has  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public Signature

(NOTARY SEAL)

\_\_\_\_\_  
Notary Name [Printed/Typed/Handwritten]  
State of Florida  
Commission Expires: \_\_\_\_\_

**Acceptance of Appointment as Registered Agent**

I hereby accept the appointment this \_\_\_\_\_ day of \_\_\_\_\_, 2022, as Registered Agent for Palmer Pointe Townhomes Owners Association, Inc. and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as Registered Agent.

\_\_\_\_\_  
Registered Agent Signature

\_\_\_\_\_  
Registered Agent Printed Name

\_\_\_\_\_  
Entity

**EXHIBIT "C"**  
**FORM OF BYLAWS**



**BYLAWS**  
**OF**  
**PALMER POINTE TOWNHOMES OWNERS ASSOCIATION, INC.**

A NONPROFIT CORPORATION  
UNDER THE LAWS OF THE STATE OF FLORIDA

These Bylaws (these "Bylaws") of PALMER POINTE TOWNHOMES OWNERS ASSOCIATION, INC. (hereinafter called the "Association"), a nonprofit corporation, incorporated under the laws of the State of Florida are hereby created and adopted pursuant to the Articles of Incorporation of the Association filed in the Florida Department of State, Division of Corporations (the "Articles of Incorporation"). The Association has been organized for the purpose of providing various services and benefits with regard to the Subdivision (as that term is defined in the Articles of Incorporation).

Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions of Palmer Pointe Townhomes (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE I**  
**ASSOCIATION**

1.1 Office. The principal office of the Association shall be at 2457 Care Drive, Suite 204, Tallahassee, FL 32308, or such other place as shall be selected by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

**ARTICLE II**  
**MEMBERS**

2.1 Qualification. The members of the Association shall be determined in accordance with the Articles of Incorporation. "Owner", as used herein, shall mean and refer to the record owner, whether the same shall consist of one or more persons or entities, of the fee simple title to any platted lot in the Subdivision (a "Lot"), but excluding those having such interest merely as security for the performance of the obligation.

2.2 Voting Rights. All Owners shall be entitled to one (1) vote for each Lot owned.

2.3 Designation of Voting Members.

2.3.1 If a Lot is owned by more than one (1) person, the person entitled to cast the vote or votes for the Lot may be designated by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, partnership, trust, company or other legal entity, the person entitled to cast the vote or votes for the Lot may be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot; and a certificate may be revoked by any owner of an interest in the Lot. Any such revocation shall be in writing and signed by any owner of an interest in the Lot or a duly authorized representative of the entity, as the case may be, and filed with the Secretary of the Association.

2.3.2 If a Lot is owned by more than one (1) person and such owners do not designate a voting Member as required hereinabove, the following provisions shall apply:

2.3.2.1 If more than one (1) such owner is present at any meeting, and said owners are unable to concur on a decision on any subject requiring a vote, said owners shall lose their right to vote on that subject at that meeting; however, said vote or votes shall be included in the determination of the presence of a quorum.

2.3.2.2 If only one (1) such owner is present at a meeting, such person attending shall be entitled to cast the vote or votes pertaining to the Lot.

2.3.2.3 If more than one (1) such owner is present at the meeting and said owners concur, any one (1) such owner may cast the vote or votes for the Lot.

2.4 Restraint Upon Alienation of Assets. A member shall have no vested right, interest, or privilege of, in, or to the assets or funds of the Association, or any right, interest or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, except as an appurtenance to the ownership of his Lot.

2.5 Change of Membership. A change of membership in the Association shall be established by recording in the public records of Franklin County, Florida, a deed or other instrument establishing a record title to a Lot (the "Record Property") and the delivery to the Association of a copy of such recorded instrument, with the owner(s) designated by such instrument thereby becoming member(s) of the Association (the "Record Property Owner(s)"). The membership of the prior Record Property Owner shall be thereby terminated, provided he is not an owner of other Record Properties in the Subdivision. Any change in ownership shall be subject to the Governing Documents, including the Declaration.

ARTICLE III  
MEMBERS' MEETINGS

3.1 Place. All meetings of members of the Association shall be held at such place within the County of Franklin, Florida, as may be stated in the notice of the meeting.

3.2 Membership List. A roster of Members of the Association, arranged alphabetically, shall be maintained by the Secretary, or if so delegated, by the Association's manager. Such list shall be part of the official records of the Association, open to inspection by Members. It is the responsibility of Members to timely notify the Secretary or Association manager of changes in mailing address and ownership of Lots.

3.3 Regular Meetings.

3.3.1 After Turnover, regular or annual meetings of the members of the Association shall be held in October or November of each year, to the extent reasonably possible and as determined by the Board of Directors.

3.3.2 Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary or their designee. A copy of the notice shall be posted at a conspicuous place within the Subdivision. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, either before or after the meeting, or unless the Owner has consented to receive electronic notices in accordance with the Act. The delivery or mailing shall be to the address of the Member as it appears on the Association's roster of Members, unless otherwise required by the Act. The posting and mailing of the notice shall be not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not, but may, include an agenda. Notice of a special meeting of the Members must include a description of the purpose or purposes for which the meeting is called.

Notice of Member annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized by proxy or valid power of attorney to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Special Meetings.

3.4.1 Special meetings of the members for any purpose may be called at any time by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or twenty percent (20%) of the Members. Such request shall state the purpose of the requested meeting.

3.4.2 Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

3.5 Attendance. Members may attend meetings in person or by proxy. Special and Annual Meetings may also, at the election of the Board, be held by telephonic or video-conferencing means that will allow Members the ability to participate and communicate adequately with each other during the meeting. Such telephonic or video-conferencing participation may be counted as physical presence for quorum and other purposes with reasonable pre-meeting measures taken to confirm the eligibility of the participant as a Member in good standing and/or the holder of a Member's proxy.

3.6 Waiver of Notice. Whenever any notice is required to be given to any Member under the provisions of the Governing Documents or Florida law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3.7 Proxies. At any meeting of the members of the Association, each member shall be entitled to vote in person or by proxy. However, no proxy shall be valid unless it is filed with the Secretary prior to a meeting. Proxies are only valid for the particular meeting designated therein, or a valid continuance of the meeting for no more than 90 days. No proxy vote may be cast on behalf of a member who is present at a meeting.

3.8 Vote Required to Transact Business. When a quorum is present at any meeting, the holders of a majority of voting rights shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of any statute, the Articles of Incorporation, the Declaration or these Bylaws, the express provision shall govern and control the number of votes required. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members" shall mean a majority of the votes of Members present and not a majority of the Members themselves and shall further mean, irrespective of the number of Members physically present, more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves. In all cases where reference is made to percentage of the vote of Members, percentage of the Members, or percentage of the Members for purposes of determining the vote thereof, the percentage stated shall mean the percentage of the voting rights of the members.

3.9 Quorum. Thirty (30%) percent of the total number of voting rights of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or these Bylaws. If a quorum is not present at any meeting, the members may adjourn the meeting from time to time, but for no more than 90 days, without notice other than announcement at the meeting, until a quorum is present. Any business may be transacted at any adjourned meeting until a quorum is present. Any business may be transacted at any adjourned meeting which could have been transacted at the meeting called.

There is no quorum requirement for an election; however, at least 20 percent of all eligible Members must cast a ballot in order to have a valid election.

3.10 Voting Owner. If a Lot is owned by one person, his or her right to vote shall be established by the most recent recorded deed for the Lot. It is the responsibility of the record owner to provide written notice of such ownership and changes in ownership for the Association's roster of Members. If a Lot is owned by more than one person, or jointly by a husband and wife, they may, without being required to do so, designate a voting Member by filing a certificate of voting with the Association prior to casting a vote for an election or any other matter for which Members are authorized to vote. In the event they do not designate a voting member by certificate, the following provisions shall apply:

- (a) If co-owners are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (b) If only one Owner is present at a meeting, in person or by proxy, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent Owner.
- (c) If more than one Owners of a single Lot are physically present at a meeting and concur, either one may cast the single vote for the Lot.

3.10.1 Corporation. If a Lot is owned by a corporation or other entity, the Chairman of the Board, Executive Director, President, Vice President, Secretary, Treasurer, or Member of the entity holding such Membership in the Association, and any like officer of a foreign corporation, whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the Corporation or other entity and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken on a waiver of consent is acted upon it is made to appear by certified copy of the Bylaws or Resolution of the Board of Directors or executive committee of the Corporation that such authority does not exist or is vested in some other officer or person. In absence of such certification, the person executing any such proxies, waivers or consents or presenting himself at a meeting as one of such officers of a Corporation shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting as such officer and be fully authorized. In the case of conflicting representation, the corporate Member shall be deemed to be represented by its senior officer, in the order first stated in this subsection.

3.10.2 Any document requiring the signature of a Member, except election ballots, may be accomplished utilizing DocuSign or any other mutually acceptable similar online, electronic or digital signature technology and such shall be deemed original signatures.

3.10.3 Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

3.10.4 Proxies. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time during the meeting when the vote is called. Holders of proxies shall be limited to individual Owners or the authorized owner, officer, director or manager of an Owner entity. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute, who is a Member, to act in his place.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy, delivered, mailed or transmitted electronically is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

3.10.5 Adjourned Meetings. Adjournment of an Annual or Special meeting to a different date, time, or place must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.11 Order of Business. The order of business at annual members' meetings and, as far as practicable, at all other members' meetings, shall be:

1. Call to order.
2. Calling of roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.

5. Reports of officers.
6. Reports of committees.
7. Election of Directors.
8. Unfinished business.
9. New business.
10. Adjournment.

Such order may be waived or modified by direction of the chairman.

3.12 Minutes of Meeting. Minutes of all meetings of the Members of an Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years, or such other period as required by the HOA Act, as amended from time to time.

3.13. Recording. Any Member may make audio or video recordings of meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the recording of meetings. Notwithstanding the right to record, neither live-streaming nor the posting of any meeting or portion thereof on the Internet, in any form or format, is permitted absent the prior written authorization of the Board of Directors, which authorization may be withheld in the sole discretion of the Board, for any reason and without cause.

3.14 Delinquent Members. If any Assessment or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights in the Association may be suspended in accordance with the Act until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated. Such suspension shall be made, if at all, prior to the meeting where votes are counted, or the date written consents are due and tallied. Delinquent Members shall not be eligible to run for or serve on the Board of Directors.

3.15 Action by Written Consent. Action required or permitted to be taken at a Members meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members entitled to vote with respect to the subject matter thereof. The consent shall have the same force and effect as a unanimous vote and may be stated as such in any filing instrument filed with either the Clerk of the Circuit Court or Secretary of State. Action taken under this Section 3.14 shall be effective on the date the last consenting Member signs the consent, unless the consent specifies a different effective date.

#### ARTICLE IV DIRECTORS

4.1 Number. The affairs and business of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than five (5) persons. The number of directors shall be determined from time to time upon majority vote and resolution of the Board of directors. No change in the number of directors shall operate to shorten the term of an incumbent director. The number of directors constituting the initial Board of Directors shall be three (3), as designated in the Articles of Incorporation.

4.2 Term. Each director shall be elected to serve a term of one (1) year or until his successor shall be elected and shall qualify.

4.3 Vacancy and Replacement. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.4 Election of Directors. Election of directors shall be conducted in the following manner.

4.4.1 The first notice of meeting and request for director nominations shall be mailed not less than 60 days prior to the annual meeting. Nominations for Directors shall be submitted in writing or email by the candidate or another Member, not less than 40 days in advance of the annual meeting and all eligible candidates shall be listed in alphabetical order on a ballot to be mailed to Owners. All candidates shall be notified of receipt of their nomination, with the opportunity to withdraw their candidacy prior to the printing and mailing of ballots. No nominations shall be taken from the floor at the meeting.

4.4.2 The election shall be by secret written ballot and decided by a plurality of the votes cast for each candidate.

4.4.3 All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise disqualified pursuant to the HOA Act and may nominate himself or herself in advance as a candidate for the Board. Nominations from the floor at the Members meeting are not be permitted.

4.4.4 Upon submission of nominations, eligible candidates may submit a one-page information sheet to be included with the mailing of the ballots. Ballots with return envelopes shall be mailed to Owners not less than 14 days prior to the election. The outer envelope shall be addressed to the Association and in the return address's location, shall provide spaces for the name of the voter, the address or Lot number being voted, and a signature space for the voter.

4.4.5 An election is not required if the number of vacancies equals or exceeds the number of candidates.



4.5 Removal. Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he or she was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.

Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

4.6 If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the fees of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.7 Powers and Duties of Board of Directors. All of the powers and duties of the Association under Florida law shall be exercised by the Board of Directors, or its delegate, subject only to approval by the members when such approval is specifically required. The powers and duties of the directors shall include, but are not limited to, the following:

4.7.1 Assess. To make and collect an annual maintenance charge against members to pay the expenses incurred by the Association in carrying out the objects and purposes of the Association.

4.7.2 Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

4.7.3 Enforce. To enjoin or seek damages from the members for violation of these Bylaws, the Declaration and the terms and conditions of any rules and regulations applicable to the use of the Subdivision or any portion thereof.

4.7.4 Employ. To employ and contract with service contractors in connection with carrying out the objects and purposes of this Association.

4.7.5 Adopt and publish Rules and Regulations governing the use of the common

areas and facilities within the Subdivision, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

4.7.6 To maintain a class action, and to settle a cause of action, on behalf of Record Property Owners with reference to the common areas, the roof and structural components of a building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a building; and to bring an action, and to settle the same, on behalf of two (2) or more of the Record Property Owners their respective interests may appear, with respect to any cause of action relating to the common areas; all as the Board deems available.

4.7.7 To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these Bylaws.

4.7.8 To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board.

4.7.9. To employ a management agent or manager, at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in this Section; and such duties so conferred upon the managing agent or manager by the Board of Directors may upon five (5) days notice be revoked, modified or amplified by the majority of the votes of the Directors in a duly constituted meeting.

4.7.10 To take appropriate action to enforce the provisions of the Declaration, any rules and regulations adopted by the Association, and the Bylaws. In connection with same, the Board is authorized to file or defend appropriate suits or request for arbitration filed under any of said instruments, acts or provided for by the laws of Florida.

4.7.11 To employ attorneys, accountants, and other persons or firms reasonably necessary to carry out the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association and the rules and regulations.

4.8 Eligibility. A person who is delinquent in the payment of any fee, fine, or other mandatory obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board.

4.9 Compensation. The directors shall not be entitled to any compensation for service as directors, but may be reimbursed for authorized out of pocket expenses.

ARTICLE V  
DIRECTORS MEETINGS

5.1 Organizational Meetings. An organizational meeting to elect officers of each new Board shall be held immediately upon adjournment of the Members' meeting at which they were elected or as soon thereafter as may be practicable. Secret ballots may be used for the election of officers.

5.2 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.3 Special Meetings. Special meetings of the Board may be called by the President on five (5) days notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of one-third (1/3) of the directors.

5.4 Notice. Unless in an emergency, notice of a Board meeting shall be posted in a conspicuous place in the Subdivision at least 48 hours in advance. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation, where the contents of the discussion would otherwise be governed by attorney-client privilege and meetings of the board held for the purpose of discussing personnel matters. Board Members may participate by telephone conference or video conferencing in any Board meeting, and for meetings open to the Members, shall either, and in the directors' discretion, may provide the telephone and / or video conference participant numbers or link, or have a speaker phone and video equipment available at a location within 30 miles of the Community for Member attendance. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

5.5 Voting. Directors may not vote by proxy or by secret ballot at Board meetings. Notwithstanding the foregoing, officers of the Board may be elected by secret ballot voting.

5.6 Quorum. A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present, shall constitute the act of the Board, except when approval by a greater number of directors is required by statute or by these Bylaws.

5.7 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

5.8 Joinder in Meeting by Approval of Minutes. The joinder of a director in any action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

5.9 Presiding Officer. The presiding officer of a directors' meeting shall be the chairman of the Board if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

5.10 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his or her attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

## ARTICLE VI COMMITTEES AND OFFICERS

6.1 Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that *no such committee shall have the authority to:*

- (a) Approve or recommend to members actions or proposals required by the Governing Documents or the Act to be approved by members;
- (b) Fill vacancies on the Board of Directors or any committee thereof; or
- (c) Adopt, amend, or repeal the Bylaws.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee.

6.2 Architectural Review Committee. The Architectural Review Committee (herein "ARC"), once appointed by the Board, shall consist of at least three (3) members appointed and removed by the Board. Alternatively, in the Board's discretion, the Board from time to time may constitute itself as the ARC. Notwithstanding the foregoing, until Turnover, the Declarant may, at its election, serve in the place of the ARC in such manner and according to procedures and standards determined by the Declarant, in its sole discretion.

6.2 Officers. The officers of the Association shall be a President, Vice President, Treasurer and Secretary, each of whom shall be elected at organization meeting of the Board of Directors following each annual Members' meeting. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

The initial officers are as follows:

Tyler Weldon - President  
Stewart Haire - Vice President  
Dina Brown - Secretary/Treasurer

6.3 Qualification. Except with respect to the office of the Secretary, no person shall be entitled to hold office except a member of the Association. The President and Vice President must be members of the Board.

6.4 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of sixty-seven percent (67%) of the voting interests of the members of the Association.

6.5 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and directors; shall be an ex-officio member of all standing committees; shall have general management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

6.6 Secretary.

6.6.1 The Secretary shall keep the minutes of the members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose. Resolutions shall be maintained in one such minute book.

6.6.2 The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

6.6.3 The Secretary shall be custodian of the corporate records and of the seal of the Association.

6.6.4 The Secretary shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.

6.6.5 In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him by the President or by the Board of Directors.

6.7 Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

6.8 Treasurer. The Treasurer shall be vested with all powers, and shall be required to perform all duties, as may be prescribed by the Board of Directors.

6.9 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote may choose a successor or successors who shall hold office for the unexpired term.

6.10 Resignations. Any director or other officer may resign his office at any time. Such resignation shall be made in writing, to the Secretary, and shall take effect at the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

6.11 Compensation. The compensation, if any, of all employees of the Association shall be fixed by the Directors.

#### ARTICLE VII LIABILITY

7.1 Liability. The Association assumes no responsibility for injuries sustained by or damages resulting from the acts or omissions of Members or contractors of the Association.

7.2 Conflicts of Interest. No contract or other transaction between the Association and one or more of its directors, officers or any other corporation, firm, association or entity in which one or more directors or officers of the Association are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any director of the Association, or any corporation, firm, association or entity of which any director or officer of the Association is a director or officer or is financially interested, may be a party to, or may have a pecuniary or other interest in such contract or transaction shall be disclosed or known to the Association Board at the meeting of the Association Board or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any director or officer of the Association so related or interested. Any director or officer of the Association may vote on any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he or she is also a director or officer of such affiliated corporation.

#### ARTICLE VIII AMENDMENT OF BYLAWS

8.1 Bylaws. The Bylaws of the Association may be altered, amended or repealed by a majority vote of the Directors.

#### ARTICLE IX CONFLICT

9.1. Conflict. In the event there shall exist a conflict between these Bylaws and the

Articles of Incorporation, the Articles of Incorporation shall govern. In the event there shall exist a conflict between these Bylaws and the Declaration, the Declaration shall govern.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, we, being all of the directors of the Palmer Pointe Townhomes Owners Association, Inc., have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 2022, and certify that these are the duly adopted Bylaws of Palmer Pointe Townhomes Owners Association, Inc.

\_\_\_\_\_  
TYLER WELDON

\_\_\_\_\_  
STEWART HAIRE

\_\_\_\_\_  
DINA BROWN



**EXHIBIT "D"**  
**NWFWMD PERMIT**



FLORIDA DEPARTMENT OF  
Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Shawn Hamilton  
Secretary

**SELF-CERTIFICATION FOR  
A STORMWATER MANAGEMENT SYSTEM IN UPLANDS SERVING  
LESS THAN 10 ACRES OF TOTAL PROJECT AREA AND  
LESS THAN 2 ACRES OF IMPERVIOUS SURFACES**

**Owner(s)/Permittee(s):** 800 Mexico Beach, LLC  
**File No:** 0412665001EG  
**File Name:** APALACHICOLA TOWNHOMES  
**Site Address:** 270 Prado St.  
Apalachicola FL - 32320  
**County:** Franklin  
**Latitude:** 29° 43' .7064"  
**Longitude:** -85° 0' 1.303"  
**Total Project Area:** 2.38  
**Total Impervious Surface Area:** 0.99  
**Approximate Date of Commencement  
of Construction:** 01/04/2021  
  
**Registered Florida Professional:** Sean Marston  
**License No.:** 55987  
**Company:** Urban Catalyst Consultants, Inc.

**Date:** November 18, 2021

Sean Marston certified through the Department's Enterprise Self-Service Application portal that the project described above was designed by the above-named Florida registered professional to meet the following requirements:

- (a) The total project area involves less than 10 acres and less than 2 acres of impervious surface;
- (b) Activities will not impact wetlands or other surface waters;
- (c) Activities are not conducted in, on, or over wetlands or other surface waters;
- (d) Drainage facilities will not include pipes having diameters greater than 24 inches, or the hydraulic equivalent, and will not use pumps in any manner;
- (e) The project is not part of a larger common plan, development, or sale; and
- (f) The project does not:
  - 1. Cause adverse water quantity or flooding impacts to receiving water and adjacent lands;

- 2. Cause adverse impacts to existing surface water storage and conveyance capabilities;
- 3. Cause a violation of state water quality standards; or
- 4. Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to s. 373.042 or a work of the district established pursuant to s. 373.086, F.S.

This certification was submitted before initiation of construction of the above project. The system is designed, and will be operated and maintained in accordance with applicable rules adopted pursuant to part IV of chapter 373, F.S. There is a rebuttable presumption that the discharge from such system will comply with state water quality standards. Therefore, construction, alteration, and maintenance of the stormwater management system serving this project is authorized in accordance with s.403.814(12), F.S.

In accordance with s. 373.416(2), F.S., if ownership of the property or the stormwater management system is sold or transferred to another party, continued operation of the system is authorized only if notice is provided to the Department within 30 days of the sale or transfer. This notice can be submitted to:

FDEP Northwest District  
 160 Governmental Center  
 Pensacola, FL32502

This certification was submitted along with the following electronic documents:

File Description
Stormwater Report
Engineered Site Plan

If you have submitted this certification as a Florida Registered Professional, you may wish to sign and seal this certification, and return a copy to the Department, in accordance with your professional practice act requirements under Florida Statutes.

I, Sean Marston, License No. 55987, do hereby certify that the above information is true and accurate, based upon my knowledge, information and belief. In the space below, affix signature, date, seal, company name, address and certificate of authorization (if applicable).

This sealed certification may be submitted to the Department, either electronically (as an attachment in Adobe PDF or other secure, digital format) at [NWD\\_ERP\\_Applications@dep.state.fl.us](mailto:NWD_ERP_Applications@dep.state.fl.us), or as a hardcopy, at the postal address below:

FDEP Northwest District  
 160 Governmental Center  
 Pensacola, FL32502

## **Q&A/CITIZEN COMMENTS & CONCERNS**

We are submitting comments and questions based on our review of the developers plans and CDG's 7-22 report. We have both general and document-specific comments.

**General comments:**

•  
More clarification and explanation is needed to understand how properties will not experience more flooding due to the new property use. By elevating the property to 13 ft, it is elevated above all surrounding properties. Please explain how this will not cause extra storm water runoff in areas to the north, south, east, and west of the development—even during a non 25-year rain event.

•  
After visiting the SE corner of the property, it appears that excess water leaving the proposed spillway will and overflow piping will impact the adjacent properties. Where there was general site runoff before, there is now point source runoff directed at the existing southeastern properties. The existing ditches will not handle increased runoff. How can home flooding not increase?

•  
All schematics reference 2014 FEMA flood zone designations. Why aren't the new designations required?

•  
The actual size of the property is inconsistent across (and sometimes within) documents. Wouldn't modeling runoff estimates be impacted by the acreage amount model inputs? I found acreage from 1.99 – 3.4 acres. 2.2226 acres was used in the CDG review.

•  
**Document specific comments:**

---Palmer Point Townhomes grading plan, 6/6/22, sheet C-104

- 1) The elevation surrounding all sides of townhome property, except for the south drainage area, appears to be 13 feet. This is also higher than the sides of the retention pond walls and the spillway. Essentially, no storm water will stay on or backup onto the developed property. Please explain how this equates to no change in stormwater patterns between pre and post development.
- 
- 2) The detail on the bottom left shows the height of the drain being the equivalent to a "100 yr peak stage=11.89 ft". All of the models used a 24-hr, 25-yr rainfall event. How was the former calculated?
-

--Site Layout Plan, 8-2-22, sheet C-103

1) The figure indicates the flood zone lines are drawn using FEMA 2014 data. FEMA has reclassified flood zones since then. What do the schematics look like with the new designations?

--TR&A, 8-11-22, survey job #22-557

- 1) There is no surveyor signature or seal. It says the Plat is not valid without them.
- 2) Plat note 1. What were the 'special instructions as per client'?
- 3) Plat note 5 references outdated FEMA flood zone designations..
- 4) Plat note 6. The flood zones shown are approximate, not field located/verified. In a situation like this where area flooding is already happening, shouldn't field verification occur? Soil excavation, regrading and changing elevations and slopes, etc., is occurring throughout the noted flood zone transition areas. Good engineering and field verification practices are important.

--Palmer Townhomes construction documents, August 2022, Urban Catalyst Consultants, Inc.

1) Page 2, Schematic by POOLE Engineering and Surveying, Inc., 8-2-22. It is unclear if Parcel 2 includes the existing drainage ditch along the eastern side of the property. Please clarify.

---CDG 270 Prado Street Site Review, July, 2022.

- 1) Appendix B. A note under the overflight says "Warning: Soil ratings map may not be valid at this scale."

It goes on to say that

"You have zoomed beyond the scale at which the soil map for this area is intended to be used. Mapping of soils is done on a particular scale. The soil surveys that comprise your AOI [area of interest] were mapped [words cut off] design of map units and the level of detail shown in the resulting soil map are dependent on that map scale."

And

"Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting [words cut off] been shown at a more detailed scale."

QUESTION: Since this map is used to determine the soil rating and the percentages each soil rating on the property, shouldn't it be more precise? Given the current frequency of flooding, more precision about the property's soil characteristics seems prudent.

--Email from Sean Martin (Urban Catalyst Consultants), to Bree Robinson 7-29-22. Revised changes to the control structure.

- 1) Have all of CDG comments been addressed?

--Memo from Joe Adam's, CDG Engineering and Associates, to Bree Robinson, City of Apalachicola, 8-1-22

- 1) The memo indicates the developer's revisions meet City requirements, and that

"The pre-development flow calculated was 0.99 cfs with the post development discharge of 0.91 cfs. Please note that any rainfall greater than this [24-hr 25-yr rainfall event] will result in discharge from the pond spillway. Soil armament and appropriate construction methods should be implemented with this in mind."

QUESTION: Was all of the pre-development flow leaving the property at the southeast corner of the site? If not, how can we say that allowing all excess stormwater to leave via the spillway and essentially flood homes in that area meets City and State requirements?

QUESTION: Are the rainfall amounts used in the calculations based on recent data? Based on the past 3-4 years of excessive rain in 24- and 48-hr events, perhaps using the maximum 3-year 24-hr rain amounts might be more realistic data for the models. Flooding during these events has gotten worse over the years.

--page 27 of the Apalachicola Townhomes - Stormwater Analysis Report

F:/21033.00- Apalachicola Townhomes/storm/CPR/ model -proposed

QUESTION: Why are 100- yr storm estimates provided?



September 28, 2022

Ms. Bree Robinson  
City Planner, City of Apalachicola  
192 Coach Wagoner Blvd.  
Apalachicola, FL 32320

Re: Staff and Community Comment Response  
Project: Palmer Pointe  
Parcel ID: 01-095-08W-8330-0265-0010

Dear Ms. Robinson,

URBAN CATALYST CONSULTANTS, INC. (UC<sup>2</sup>) is responding to the comments dated September 26, 2022 issuing from a meeting held on September 9, 2022. Below are our responses to the comments:

**General Comments:**

- 1) More clarification and explanation is needed to understand how properties will not experience more flooding due to the new property use. By elevating the property to 13 ft, it is elevated above all surrounding properties. Please explain how this will not cause extra storm water runoff in areas to the north, south, east, and west of the development—even during a non 25-year rain event.

**Response:** The property was filled in the areas of the home construction. The property was filled so that the homes would be at least three feet above the surrounding flood plain elevation of ten feet. The property is graded so that all the stormwater that falls on the site drains to the pond. The outfall of the pond is located on the lowest point of the site adjacent to a stormwater ditch.

- 2) After visiting the SE corner of the property, it appears that excess water leaving the proposed spillway will and overflow piping will impact the adjacent properties. Where there was general site runoff before, there is now point source runoff directed at the existing southeastern properties. The existing ditches will not handle increased runoff. How can home flooding not increase?

**Response:** The site always drained to the southeast corner of the site. The outfall from the pond does not exceed the pre-development runoff. This project does not have a negative impact on the drainage ditch.

- 3) All schematics reference 2014 FEMA flood zone designations. Why aren't the new designations required?

**Response:** The 2014 FEMA flood zone designations are the current designations for this site. See attached FEMA map.



**Document Specific Comments:**

Palmer Pointe Townhomes Grading Plan, 6/6/22, Sheet C-104:

- 4) The elevation surrounding all sides of townhome property, except for the south drainage area, appears to be 13 feet. This is also higher than the sides of the retention pond walls and the spillway. Essentially, no storm water will stay on or backup onto the developed property. Please explain how this equates to no change in stormwater patterns between pre and post development.

**Response:** The site is graded to have runoff directed to the stormwater pond. The pond discharges at the lowest point of the site at pre-development rates and is consistent with the existing drainage patterns.

- 5) The detail on the bottom left shows the height of the drain being the equivalent to a "100 yr peak stage=11.89 ft". All of the models used a 24-hr, 25-yr rainfall event. How was the former calculated?

**Response:** The City of Apalachicola requires that the 24-hour, 25-year storm event be used to determine that post-development rate does not exceed pre-development rate. We also ran the 100-year event to determine the maximum stage in the pond, which is not a requirement of the City.

Site Layout Plan, 8/2/22, Sheet C-103:

- 6) The figure indicates the flood zone lines are drawn using FEMA 2014 data. FEMA has reclassified flood zones since then. What do the schematics look like with the new designations?

**Response:** The FEMA 2014 data is current for this project site. See attached FEMA map.

TR&A, 8/11/22, Survey Job #22-557:

- 7) There is no surveyor signature or seal. It says the Plat is not valid without them.

**Response:** The final plat must be printed on mylar. After review from the City Attorney, the plat will be printed on the proper media, at which time it will be signed by the surveyor.

- 8) Plat note 1. What were the 'special instructions as per client'?

**Response:** The "special instructions..." were to prepare a final plat consistent with Chapter 177 of Florida Statutes and Standards of Practice for Land Surveying (F.A.C. 5J-17.051).

9) Plat note 5 references outdated FEMA flood zone designations.

**Response: The FEMA flood zone designations are correct.**

10) Plat note 6. The flood zones shown are approximate, not field located/verified. In a situation like this where area flooding is already happening, shouldn't field verification occur? Soil excavation, regrading and changing elevations and slopes, etc., is occurring throughout the noted flood zone transition areas. Good engineering and field verification practices are important.

**Response: The flood elevation for our project area is ten feet. Flood zones are typically identified by elevation if known.**

Palmer Townhome Construction Documents, August, 2022, Urban Catalyst Consultants, Inc.

11) Page 2, Schematic by POOLE Engineering and Surveying, Inc., 8-2-22. It is unclear if Parcel 2 includes the existing drainage ditch along the eastern side of the property. Please clarify.

**Response: The drainage ditch on the eastern side was surveyed. This is the headworks for the ditch and it is shallow.**

CDG 270 Prado Street Site Review, July, 2022:

12) Appendix B. A note under the overflight says "Warning: Soil ratings map may not be valid at this scale."

It goes on to say that

"You have zoomed beyond the scale at which the soil map for this area is intended to be used. Mapping of soils is done on a particular scale. The soil surveys that comprise your AOI [area of interest] were mapped [words cut off] design of map units and the level of detail shown in the resulting soil map are dependent on that map scale."

And

"Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting [words cut off] been shown at a more detailed scale."

QUESTION: Since this map is used to determine the soil rating and the percentages each soil rating on the property, shouldn't it be more precise? Given the current frequency of flooding, more precision about the property's soil characteristics seems prudent.

**Response: The soil survey identified in the stormwater report was used to determine runoff coefficients in the modeling. A geotechnical investigation was provided for the final pond design.**

Email from Sean Marston (Urban Catalyst Consultants), to Bree Robinson 7/29/22. Revised Changes to the Control Structure:

13) Have all of CDG comments been addressed?

**Response: Yes, see attached letter from CDG.**

Memo From Joe Adams, CDG Engineering and Associates, to Bree Robinson, City of Apalachicola, 8/1/22:

14) The memo indicates the developer's revisions meet City requirements, and that "The pre-development flow calculated was 0.99 cfs with the post development discharge of 0.91 cfs. Please note that any rainfall greater than this [24-hr 25-yr rainfall event] will result in discharge from the pond spillway. Soil armament and appropriate construction methods should be implemented with this in mind."

QUESTION: Was all of the pre-development flow leaving the property at the southeast corner of the site? If not, how can we say that allowing all excess stormwater to leave via the spillway and essentially flood homes in that area meets City and State requirements?

**Response: The pre-development flow left the property in the southeast corner (lowest point on site). Post-development flow does not exceed pre-development flow.**

15) QUESTION: Are the rainfall amounts used in the calculations based on recent data? Based on the past 3-4 years of excessive rain in 24- and 48-hr events, perhaps using the maximum 3-year 24-hr rain amounts might be more realistic data for the models. Flooding during these events has gotten worse over the years.

**Response: The rainfall data was obtained from NOAA for this area and is current.**

Page 27 of the Apalachicola Townhomes – Stormwater Analysis Report  
F:/21033.00- Apalachicola Townhomes/storm/CPR/ model -proposed:

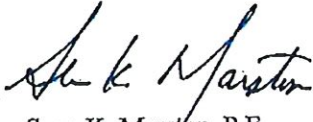
16) QUESTION: Why are 100- yr storm estimates provided?

**Response: To determine how the pond would function in a 100-year event (maximum stage). Stormwater will not overtop the pond and will exit the spillway in a 100-year event.**

Ms. Bree Robinson  
Sept. 28, 2022  
Page 5 of 5

Please review our responses to the comments; if you have any questions, please give me a call.

Best Regards,



Sean K. Marston, P.E.  
President, Urban Catalyst Consultants, Inc.





Engineering. Environmental. Answers.

170 East Main Street  
Dothan, AL 36301  
Tel (334) 677-9431  
Fax (334) 677-9450

[www.cdge.com](http://www.cdge.com)

August 1, 2022

Attention: Bree Robinson  
City of Apalachicola

Reference: Palmer Pointe Town Homes  
Hydraulic Review

Dear Mrs. Robinson:

CDG, Inc. has reviewed the amended design and supporting calculations as provided by Urban Catalyst Consultants, Inc. on Friday July 29, 2022. The revisions to the design and supporting calculations do now meet the City's requirements for the detention of the 24-hr 25-year rain event without increase of the discharge amount. The pre-development flow calculated was 0.99 cfs with the post-development pond discharge of 0.91 cfs. Please note that any rainfall event greater than this will result in discharge from the pond spillway. Soil armament and appropriate construction methods should be implemented with this in mind.

Sincerely,

CDG Engineers & Associates, Inc.

A handwritten signature in blue ink that reads "Joe Adams". The signature is written in a cursive, flowing style.

Joe Adams, P.E.  
Engineer

ALBERTVILLE

ANDALUSIA

AUBURN

DOTHAN

GADSDEN

HOOVER

HUNTSVILLE

# National Flood Hazard Layer FIRMette



85°02'11"W 29°45'13"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000  
 Basemap: USGS National Map: Orthoimagery; Data refreshed October, 2020

SEE HIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

## Legend

	Without Base Flood Elevation (BFE) Zone A, V, AE3 With BFE or Depth zone AE, AO, AV, VE, AR
	Regulatory Floodway

	0.2% Annual Chance Flood Hazard: Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile zone X
	Future Conditions 1% Annual Chance Flood Hazard zone X
	Area with Reduced Flood Risk due to Level: See Notes, zone X
	Area with Flood Risk due to Level: zone 0

	Area of Minimal Flood Hazard zone X
	Effective LOMRS
	Area of Undetermined Flood Hazard zone 0

	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

	Cross Sections with 1% Annual Chance
	Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps. If it is not valid as described below, the basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/26/2022 at 8:49 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, continuity identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and undetermined areas cannot be used for regulatory purposes.

Apalachicola City Commission Meeting  
October 4, 2022

To: Apalachicola City Commissioners  
From: Kathleen Binder and Jim Grater, 108 22<sup>nd</sup> Avenue

This memo is a summary of our experiences with the proposed development of 270 Prado – Palmer House Townhomes.

My husband and I moved here from Sarasota County on December 3, 2021. We have fallen in love with all things Apalachicola – the people, the beauty, and the quirkiness.

We learned early on that something was happening at 270 Prado. On December 20<sup>th</sup>, 2021, someone parked in our front yard. We went out to meet him and he introduced himself as Jimmy Stege of Stege Construction. He said he was there to demolish the Mormon church, and that D.R. Horton was being building a development on the site. We were brand new in town and did not really know folks in our neighborhood or understand how to navigate or understand the City's planning and zoning process. We assumed that whatever development was going in was vetted and approved.

In November, 2021, before we moved to town, we read in the Apalachicola Times that the property was being developed to provide "affordable" housing for residents of Apalachicola. It was not until the last few months that we have been able to discover what is really happening at this property. And I am not sure we still do--the recent documents submitted by the developer for FINAL plat approval include language regarding another project in Santa Rosa.

Many neighbors and citizens have voiced concerns about not being formally notified of this development before it was allowed to move forward. Unfortunately, according to our local regulations formal notification is not required. Instead, citizens must keep an eye out for P&Z agendas to see what projects are being contemplated by the Board the following week. In recent months, my husband and I have been attending public meetings, listening to folks and asking questions. At one of the City Commission meetings in the summertime, Mayor Ash asked the developer to meet with the affected stakeholders. That meeting took place on September 12, 2022, with Frazer Collins of Rudnick Development. We had numerous concerns and questions and submitted our email addresses for his and the engineer's response. During the meeting, one citizen asked, "How can you respond to our questions? You're not taking notes." We have yet to receive anything.

The developer is NOT required to respond to us, although he assured us that he would. For us, it indicates that there is no investment in our community – for them profit-wise -Yes; for Apalachicola - No. This is further evidenced by the wholesale removal of mature trees on the site. When P&Z approved the preliminary plat, that approval was *"Approved with Comments: Applicant to preserve as much of the trees and vegetation at boundaries as possible."* We have

officially asked each of you to visit the property and see for yourselves. Almost ALL the mature vegetation is gone and not just at the perimeter. There has been ongoing lack of transparency by the developer. On numerous occasions, when the developer has been asked if DR Horton is to be the builder on this project, they have said they are not sure, haven't decided, etc. We asked Frazer Collins again at the Sept 12, 2022 meeting and got the same response. In Developer's most recent submission for final Plat approval, DR Horton, Inc. is listed as the Incorporator. (As stated previously, when we met the demolition contractor, Jimmy Stage, in December of 2021 he told us the developer/builder was to be DR Horton. Not until we had lived here for a while did we know anything about DR Horton and its controversial reputation.)

My husband, Jim and I attended the September 12, 2022 meeting. I heard the frustration of my neighbors. They thought the Developer was "checking a box" and that their concerns would be ignored and their questions remain unanswered. I contacted the neighbors and began compiling the list that is entitled "Concerned Neighbors' Issues and Questions". I emailed that to City Planner, Bree Robinson, on October 3, 2022, and forwarded it to you, the City Commissioners and our City Manager, Travis Wade. Dr. Lynn Wilder also attended that meeting. She offered to help. Dr. Wilder has a PhD in Environmental and Occupational Health and is a Certified Industrial Hygienist (CIH, ret'd) with over 30 years of experience with the Environmental Protection Agency and Centers for Disease Control (CDC). She has helped us understand the significance of the designs and calculations that are being promulgated to date. She sent Initial Comments to City Planner, Bree Robinson on September 22, 2022. The Developer/Urban Catalyst Consultants has seen and responded to Dr. Wilder's Comments. (See letter dated September 28, 2022). On October 3, 2022 Dr. Wilder sent additional comments to City Planner, Bree Robinson. These emails and letters are in the Documents Packet submitted at City Commissioners meeting (10/4). Also included is correspondence to City Attorney, Dan Hartman, County Attorney, Thomas Michael Shuler, and City Manager, Travis Wade, regarding a 30' strip of land that runs alongside the eastern portion of the Palmer Pointe Townhomes property. This easement is shown on older Apalachicola plat maps and other zoning maps. A portion of that easement is now gone. A property search was completed by Sondra Taylor-Furbee (owner of 2 lots adjacent to the eastern boundary of Palmer Pointe Townhomes). The 30' easement between her property and Palmer Pointe has vanished, although the easement remains across Apaco Ave. Historically, the easement (that includes the drainage ditch) has been maintained by county prisoners and neighbors on an ad hoc basis. This drainage area services much of the Prado, Bay Colony, Apaco neighborhood. Maintenance and ownership of this drainage area should be resolved before moving forward on development of the Palmer Pointe Townhomes:

Putting a large subdivision (26 new households) on Prado is impactful. It WILL change the character of the neighborhood. And it will tax our already delicate infrastructure. As you know, flooding is already a problem on Prado and Adams street.

Your job is not easy because you will have to determine if Palmer Pointe will move forward in its current form and with the calculations that the developer has proposed. I want to point out to you the memorandum from the City's independent engineer, CDG, Inc., to Bree Robinson.



Urban Catalyst Consultants (the engineer for the developer) amended its design and calculation which CDG reviewed. According to CDG, Urban Catalysts Consultants the model now meets the City's requirements for the detention of the 24-hr 25-year rain event without increase of the discharge amount. CDG cautions: "The pre-development flow calculated was 0.99 cfs with the post-development pond discharge of 0.91 cfs. Please note that **any rainfall event greater than this will result in discharge from the pond spillway. Soil armament and appropriate construction methods should be implemented with this in mind.(emphasis added)**" So, it MIGHT work – assuming it is constructed PROPERLY and we don't have any rain events out of the ordinary.

Final Plat approval for Palmer Pointe Townhomes is on the agenda for the Planning and Zoning meeting on October 10, 2022. At this point, we believe that there are enough unresolved technicalities and discrepancies to not approve the FINAL plat.

In the event it is approved, we ask that the City Commissioners postpone its approval until all outstanding issues and concerns can be addressed. We are circulating a community petition making that request.

Thank you for your hard work in service to our community.

Kathleen Binder/Jim Grater

108 22<sup>nd</sup> Avenue

My Name Is Jim Grater and I reside at 108 22<sup>nd</sup> Ave.

We have submitted a number of documents that support and address our concerns. There are three specific items that we believe prevent P&Z and the City from moving forward with final plat approval of Palmer Pointe Townhomes:

1. Lack of clear understanding of who is responsible for the maintenance and care of the strip of land along the eastern boundary of the property. Historically this strip of land has been noted as an easement and maintained by City with cooperation with the County. We have been told that Palmer Pointe Townhomes own this land, but there isn't clarity on that point. It is unclear who will be responsible for maintenance and this strip of land is a crucial component of the stormwater management of Palmer Pointe Townhomes.

SECTION VIII, Section C, Article 7(b) – STORMWATER MANAGEMENT PLANS of the Land & Use Code for the City of Apalachicola states:

**Identification of the entity responsible for the perpetual care, operation, maintenance, and associated liabilities of the system. If the entity is to be a public body such as a county, municipality, or special district, a letter or other evidence of acceptance must be included. If the entity is a non-public body such as a homeowner's association or private corporation or person, documentation of its existence, fiscal and legal ability, and willingness to accept the responsibility must be included.**

In the case of this strip of land along the eastern border of the property, article 7(b) has not been determined and set forth and Palmer Pointe Townhomes' request for a final plat approval should be delayed until this is adequately and appropriately addressed.

2. CDG report dated August 1, 2022, notes: "Please note that any rainfall event greater than this (24 hr 25-yr rain event) will result in discharge from the pond spillway. Soil armament and appropriate construction methods should be implemented with this in mind."

The current system of retention pond and pond spillway allows for overflow in the event of a 24 hr 25-yr rain event to spillover along the eastern border of the property. As noted in Point 1 above, there are significant issues regarding responsible maintenance, care, and associated liabilities of this particular area which need to be addressed before a final plat is approved (See Section VIII, Section C article 7(b) of Stormwater Management Plans of the Land & Use Code for the City of Apalachicola.)

3. Lack of Sufficient Parking. The Plan for Palmer Pointe Townhomes calls for a one car garage and one parking space in front of each townhome and a space for a golfcart. There are no spaces for guests. This is not sufficient parking. We have been told by the City "that any overflow parking would need to go to the City's public parking lot or other public parking spaces." That, of course, is untenable because this development is a significant distance away from any public parking spaces. It is inevitable that people will park along The Prado, which is already a very heavily traveled, high traffic roadway. This will create a serious health and safety issue, not to mention a nuisance for neighbors of the development.

## Concerned Neighbor's Issues and Questions -270 Prado Proposed Development (Palmer Pointe)-

### 1- Stormwater Runoff

#### Concerns:

- Overflow from Holding Pond and Spillway onto adjacent property owner's properties.
- Erosion and additional runoff after asphalt is laid down.
- Pertaining to questions with holding pond at Palmer Point, 270 Prado, Apalachicola, Florida.
  - #1 How was the volume of the holding pond calculated given that the water table is so high in this area, ranging from 12" to 24" below median ground level of surrounding properties?
  - #2 The proposed overflow spillway faces the adjoining property at 28 Apaco Ave., which in the case of the holding pond overflowing will cause catastrophic damage to the property at 28 Apaco Avenue. Any future plans for construction at 28 Apaco Ave. will not be possible because of this development.
  - #3 The retention pond discharge pipe directs all water runoff to the residence on the south side of the SE property. Essentially, this routes all stormwater runoff (until it exceeds 0.91 cfs) as a point source onto this property. This property does not have a ditch.
- Current and ongoing flooding issues of surrounding properties. A concern is that runoff from this development will exacerbate the ongoing issues of flooding. Examples of residents with ongoing issues:
  - Adams St. and Prado overall flooding and draining issues. Crumbling asphalt near water mains.
  - Michael and Rebecca Barlament, 137 Bay Colony Way, significant flooding (*Note: See #3 Storm Water Runoff above*)
  - Jim Grater & Kathleen Binder, 108 22<sup>nd</sup> Ave (street flooding when it rains from 110 22<sup>nd</sup> Ave. past the front of 108 22<sup>nd</sup> Ave. to stop sign at the corner. There is a manhole cover marked "Sanitary Sewer" and storm water covers manhole during rainfall. Flooding causes sewage to overflow into the yard at 108 22<sup>nd</sup> Ave. There is a connecting pipe from Palmer Pointe to the lines beneath manhole. Clarification needed for purpose of new pipe.
  - Kirk & Faith Lynch, 258 Prado, regular flooding & runoff.
  - Jeannie Glass, 39 Apaco Ave., moved into property in August, 22. Already experienced significant flooding on Apaco Ave. and her property.
- CDG reported note: "Please note that any rainfall event greater than this (24 hr 25-yr rain event) will result in discharge from the pond spillway. Soil armament and appropriate construction methods should be implemented with this in mind." [August 1, 2022, memo to Bree Robinson. Palmer Point Townhomes hydraulic review]

- Concerns that storm water runoff of Denton Cove may create added impact to the issues of stormwater runoff and drainage at Palmer Pointe.

**Request:**

City adequately and appropriately address these concerns before approving final plat for the project.

**2- Trees**

**Concerns:**

- The number of trees that were removed:
  - Removal of trees began before permit was requested/granted.
  - Permit for 24 trees was granted at a cost of \$600.00. Neighbors counted more than 40 trees removed.
  - Permit to remove trees noted that there weren't any 'patriarch' trees designated to be removed; yet many were removed.
  - A number of trees removed were over 35' and city regulations require \$1000 fee per tree. This was not assessed. The 8/2/22 plat map is labeled "current conditions" and shows large trees present, which is not the case.

**Request:**

- Developer present a plan to provide trees and shrubbery to alleviate noise and light pollution, as well as providing privacy.
- Request City provide explanation for the lack of oversight of tree removal and not collecting the full amount of appropriate fees.

**3- 13' elevation of property**

**Concerns:**

- Property has an elevation of 13', roughly .5' above neighboring properties.
- Runoff will add to flooding issues for neighbors.
- Was the developer assessed appropriate fee for bringing this significant quantity of fill dirt?

**Request:**

- Provide appropriate and adequate response to concerns about elevation of property and runoff.
- Provide the approval process for bringing in fill dirt and fee assessed.

#### 4- Parking

##### Concerns:

- Overflow and guest parking. Each townhome has a single-car garage and one parking spot. It is reasonable to expect that many residents will have recreational vehicles (e.g., boats, kayaks, etc.) that will take up the garage space, leaving only one parking space for each townhome. We are concerned that residents and their guests will park along Prado making for a health and safety hazard for residents and surrounding neighbors.

##### Request:

- Provide a solution/plan for parking that will address the shortage of parking spaces in the current plan.

#### 5- Health & Safety

##### Concerns:

- Lack of fence or security for holding pond. This is a rather large (for the community) and deep holding pond. Given the number of children that live around this project as well as potential children that will reside within the project, the lack of security provides a serious health and safety hazard.
- Stagnant water in the holding pond. This body of water is a stagnant pool of water that will be a breeding ground for mosquitoes.

##### Request:

- Construct a fence or other structure that secures and prevents access to the holding pond.
- Construct an aerator in the pond to keep the water moving to discourage mosquito growth.

#### 6- Easement

##### Concerns:

- Easement alongside the eastern portion of the property. Historically, there was a 30-foot easement running alongside the property boundary to the east which continued across Apaco Ave. This easement is shown on older Apalachicola plat maps and other zoning maps. A recent property search was completed by Sondra Taylor-Furbee (owner of lots adjacent to the eastern boundary) that no longer shows that 30' easement between her property and Palmer Pointe, though the easement remains across Apaco Ave. For at least the last 13 years, the City has maintained that easement and city

employees have communicated to neighbors that the City owned that property. In conversations with clerks at the courthouse, we have learned that this 30' easement has now been removed from plat records with the explanation that it was a mistake.

- Concerns about who will maintain this 30' easement, which allows for drainage for stormwater.

**Request:**

- Clarify questions about ownership of this easement.
- Provide an adequate and appropriate plan for the oversight and management of this easement and drainage.

**7- HOA Documents**

**Concern:**

- Mention of 65' easement for additional road on the property and language that seems to refer to property at Santa Rosa Beach.

**Request:**

- Clarify and correct HOA documents and Articles of Incorporation, if necessary, before final plat approval.



Engineering. Environmental. Answers.

170 East Main Street  
Dothan, AL 36301  
Tel (334) 677-9431  
Fax (334) 677-9450

[www.cdge.com](http://www.cdge.com)

August 1, 2022

Attention: Bree Robinson  
City of Apalachicola

Reference: Palmer Pointe Town Homes  
Hydraulic Review

Dear Mrs. Robinson:

CDG, Inc. has reviewed the amended design and supporting calculations as provided by Urban Catalyst Consultants, Inc. on Friday July 29, 2022. The revisions to the design and supporting calculations do now meet the City's requirements for the detention of the 24-hr 25-year rain event without increase of the discharge amount. The pre-development flow calculated was 0.99 cfs with the post-development pond discharge of 0.91 cfs. Please note that any rainfall event greater than this will result in discharge from the pond spillway. Soil armament and appropriate construction methods should be implemented with this in mind.

Sincerely,

CDG Engineers & Associates, Inc.

A handwritten signature in blue ink that reads "Joe Adams". The signature is written in a cursive, flowing style.

Joe Adams, P.E.  
Engineer

ALBERTVILLE

ANDALUSIA

AUBURN

DOTHAN

GADSDEN

HOOVER

HUNTSVILLE

**Fwd: 270 Prado Development**

Sondra Taylor-Furbee <sondrafurbee@gmail.com>

Mon 10/3/2022 8:16 AM

To: Lynn Wilder <3dogpac@gmail.com>; Kathleen Binder <Kathleenmbinder@gmail.com>; Pamela Erwin <pamelajerwin@gmail.com>

📎 2 attachments (1 MB)

Title Search.pdf; email to Travis Wade.docx;

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

From: **Sondra Taylor-Furbee** <[sondrafurbee@gmail.com](mailto:sondrafurbee@gmail.com)>

Date: Sun, Oct 2, 2022 at 1:20 PM

Subject: 270 Prado Development

To: <[mshuler@shulerlawfl.com](mailto:mshuler@shulerlawfl.com)>, <[dan@fllegalteam.com](mailto:dan@fllegalteam.com)>

Mr. Shuler,

I am a full-time resident of Apalachicola whose house and property border the 270 Prado Development. My land borders the project along the ditch that also borders a property of yours. I am concerned about the future upkeep of the ditch as it allows drainage for much of the neighborhood.

When 270 Prado land went up for sale, Peter Haugland, Linda Jones, David Lloyd, and I contacted Shelly Shepard, realtor, concerning the possibility of purchasing the land to protect the neighborhood. Peter Haugland, my partner who lives with me at 28 Apaco St., went to the County Mapping Department to verify the easement between the Mormon Church property and land owned by me. Staff at the Franklin County Mapping Department told Peter that the easement was not 30 feet, as I thought, that the city easement was a 40-foot easement and he was in the process of correcting the map. He showed Peter the plat page of this easement.

As this seemed to be adequate protection, the group of neighbors decided against going forward with the intent to submit an offer on the property.

In September 2021, the property was purchased by 800 Mexico Beach, LLC.

In November 2021, Peter and I were out of town for a few days and when we returned there were survey markers up to the boundary of my property.

I went back to the Franklin County mapping department and was told that there had been an error and that the easement property actually belonged to the Mormon Church and was now the property of the developer.

I had heard, not first hand, that the developer had offered to sell the easement to the city but that the city had declined. (I have not been able to verify this) I then, on December 7, 2021, emailed Travis Wade, city manager, asking the city to purchase the easement. I offered to consider purchasing the land and deeding it to the city if funding was not available. I received no response. I am attaching that email.

In September 2022 I obtained a title search, which I am attaching. I see no indication that the city was ever deeded the easement.

I have been here for thirteen years, and for that time county inmates provided upkeep of vegetation and growth in the ditch. I am concerned that the ditch will no longer be maintained.

I am asking for some clarification as to who is responsible for maintaining the ditch and due to historical maintenance of the ditch, does the city or the county have rights to this easement? My understanding of eminent domain would suggest that the city or county could own this easement after years of maintenance.

Please note that I am including Dan Hartman, Apalachicola City Attorney.

Thank you,

Sondra Furbee

--

Sondra Taylor-Furbee

28 Apaco Ave.



**Sondra Taylor-Furbee <sondrafurbee@gmail.com>**

Tue, Dec 7,  
2021, 11:24 AM

to Travis, Adriane, Brenda, Despina, Anita

Travis,

Thank you for looking into the 40 feet on the west edge of my property that borders the new development of the Mormon Church.

My main concern now is that there is a drainage ditch that goes down that entire side of that property, where much water from the entire neighborhood flows. I am attaching a short video of what that looks like during heavy rain.

When the new owner/developer offered to sell that easement to the city, was any civil engineer or expert consulted as to the value of the city having access to maintaining that ditch? For many years that ditch was maintained by the city, with prisoners clearing and mowing the area. I do not see any indication that the plans for the development include this ditch which goes from Prado, past my property and down to Bay Colony. I know that the development includes a substantial holding pond.

I would like for the city to reconsider acquiring that easement. If there is no funding to do that, I would be willing to consider purchasing the land and donating it to the city, for the good of the neighborhood.

Sincerely,

Sondra Taylor-Furbee

28 Apaco Ave.  
Apalachicola, FL 32320  
850.509.1684

# First American Title Insurance Company

101 Hart St

Niceville, Florida 32578

Phone: (850)729-7100 FAX: (850)729-3606

## TITLE SEARCH REPORT

**Prepared for:** Dodd Title Company, Inc.  
40 4th Street  
Apalachicola, FL 32320

**Customer File Number:** Philaco Shores

**FATIC File Number:** 1054-6153167

**Searched from:** 9/28/1960      **Through:** 8/23/2022 at 8:00 a.m.

### Last Grantee of Record for Period Searched:

800 Mexico Beach, LLC

### Legal Description:

A parcel of real property located in the Northwest quarter of the Northwest quarter of Section 12, Township 9 South, Range 8 West, Franklin County, Florida, more particularly described as follows:

#### Parcel 1

Commence at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 12, Township 9 South, Range 8 West, and extend a line West along the North line of said Northwest quarter of the Northwest quarter for 40.0 feet; thence turn 90 degrees 00' left and extend a line South that is parallel to the East line of said Northwest quarter of the Northwest quarter for 313.27 feet to a concrete monument on the South right of way line of State Road 384 for a Point of Beginning. From this Point of Beginning continue in the same direction as the line last described above and extend a line South that is parallel to the East line of said Northwest quarter of the Northwest quarter for 426.68 feet; then turn 89 degrees 56' right for 205.0 feet; then turn 90 degrees 04' right for 416.33 feet to a concrete monument on the South right of way line of State Road 384; then turn right along said right of way line for 205.99 feet; more or less, to the Point of Beginning. This parcel is in the Northwest quarter of the Northwest quarter of Section 12, Township 9 South, Range 8 West, in the City of Apalachicola, Franklin County, Florida.

#### Parcel 2

A lot, tract or parcel of land more particularly described as follows:

Start at the Northeast corner of the Northwest quarter of the Northwest quarter of Section 12, Township 9 South, Range 8 West, which corner is marked by a square granite block and run from thence South along the East boundary of the Northwest quarter of the Northwest quarter of said Section 12 to a point in the East boundary on the South side of a fifty (50) foot street or road which is now State Road 384 and appears on maps of the City of Apalachicola as Fourth Street of Greater Apalachicola and which is the Point of Beginning; run thence South along the East boundary of the Northwest quarter of the

Northwest quarter of said Section 12 to a point 40 feet East of the Southeast corner of a five and one-half (5 1/2) acre tract of land described in a deed from Pietro Rotundo to Madeline Taranto dated August 8th, A.D. 1936 recorded at Pages 350-352 of Deed Record "D.D" in the Public Records of Franklin County, Florida known as the Old Rotundo Tract; run thence West forty (40) feet to the Southeast corner of said Rotundo Tract; run thence North along the East boundary of the said Old Rotundo Tract to the Northeast corner the said tract and thence North on the same line to the South boundary of said Fourth Street; now State Road 384; thence Northeasterly along the South boundary of said Fourth State or State Road 384 to the Point of Beginning; the said parcel being forty (40) feet wide and lying between the East boundary of lands formerly owned by Pietro Rotundo and the East boundary of the Northwest quarter of the Northwest quarter of said Section 12 and extending from the South boundary of said Fourth Street or State Road 384 to what would be a continuation Easterly of the South boundary of the said Old Rotundo Tract.

**1. Chain of Title and/or Conveyances:**

<u>Type of Instrument:</u>	<u>O.R. Book</u>	<u>Page:</u>
Warranty Deed	Deed Book 48	327
Warranty Deed	74	195
Warranty Deed	74	197
Special Warranty Deed	1315	151

**2. Unsatisfied Encumbrances:**

<u>Type of Instrument:</u>	<u>O.R. Book:</u>	<u>Page:</u>
----------------------------	-------------------	--------------

NONE

**3. Easements, Restrictions, and Other Matters affecting the lands described herein:**

<u>Type of Instrument:</u>	<u>O.R. Book:</u>	<u>Page:</u>
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NONE

Copies of the Encumbrances/Matters Affecting Title (X) are ( ) are not included with this Report.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 01-09S-08W-8330-0265-0010 for tax year 2021

Gross Tax: \$ ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years:

Map Code: Assessment: **\$242,652.00**

**Miscellaneous Notes** (including matters affecting the Buyer, if searched):

Customer File Number: Phlaco Shores  
FATIC File Number: 1054-6153167

### Certificate

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from **9/28/1960** to **8/23/2022** at 8:00 a.m.. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of FRANKLIN County, Florida, affecting title to the property described therein. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.



First American Title Insurance Company



as Vice President

Dated: August 30, 2022

THIS INSTRUMENT, made this 26<sup>th</sup> day of September A. D. 1960 between Anthony Taranto, a single man, of the County of Franklin and State of Florida, party of the first part, and Madeline Taranto and Joe Taranto, wife and husband, whose postoffice address is Apalachicola, Franklin County, Florida, parties of the second part.

WITNESSETH, that the said party of the first part for and in consideration of the sum of Ten Dollars and other sufficient valuable considerations to him in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged, has bargained, sold, remised, released and quit-claimed and by these presents does bargain, sell, remise, release and quit-claim unto the said parties of the second part and their heirs and assigns forever all of the right, title, interest, claim and demand which the said party of the first part has in and to the following lot, piece or parcel of land situated, lying and being in the County of Franklin in the State of Florida, to-wit:

A lot, tract or parcel of land more particularly described as follows: Start at the Northeast corner of the Northwest Quarter (NW<sup>1</sup>) of the Northwest Quarter (NW<sup>1</sup>) of Section Twelve (12), Township Nine (9) South Range Eight (8) West, which corner is marked by a square granite block and run from thence South along the East boundary on the Northwest Quarter (NW<sup>1</sup>) of the Northwest Quarter (NW<sup>1</sup>) of said Section Twelve (12) to a point on the said East boundary on the South side of a fifty (50) foot street or road which is now State Road 364 and appears on maps of the City of Apalachicola as Fourth Street of Greater Apalachicola, and which is the point of beginning; run thence South along the East boundary of the Northwest Quarter (NW<sup>1</sup>) of the Northwest Quarter of said Section Twelve (12) to a point forty (40) feet East of the Southeast corner of a five and one-half (5 1/2) acre tract of land described in a deed from Pietro Rotundo to Madeline Taranto dated August 8th A. D. 1936, recorded at pages 350-352 of Deed Record "D.D." in the public records of Franklin County Florida known as the old Rotundo tract; run thence West forty (40) feet to the Southeast corner of said Rotundo tract; run thence North along the East boundary of said Old Rotundo tract to the Northeast corner of the said tract and thence North on the same line to the South boundary of said Fourth Street, now State Road 364; thence Northeastly along the South boundary of said Fourth Street or State Road 364 to the point of beginning; the said parcel being forty (40) feet wide and lying between the East boundary of lands formerly owned by Pietro Rotundo and the East boundary of the Northwest Quarter (NW<sup>1</sup>) of the Northwest Quarter (NW<sup>1</sup>) of said Section Twelve and extending from the South boundary of said Fourth Street or State Road 364 to what would be a continuation Easterly of the South boundary of the said Old Pietro Rotundo tract, and situated, lying and being in the Northwest Quarter (NW<sup>1</sup>) of the Northwest Quarter (NW<sup>1</sup>) of Section Twelve (12) of Township Nine (9) South Range Eight (8) West in Franklin County Florida.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the

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said party of the first part either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Anthony Tavano (SEAL)

Signed, sealed and delivered

in the presence of,

Edward M. Reed  
Maud Hapke

STATE OF FLORIDA.  
COUNTY OF FRANKLIN.

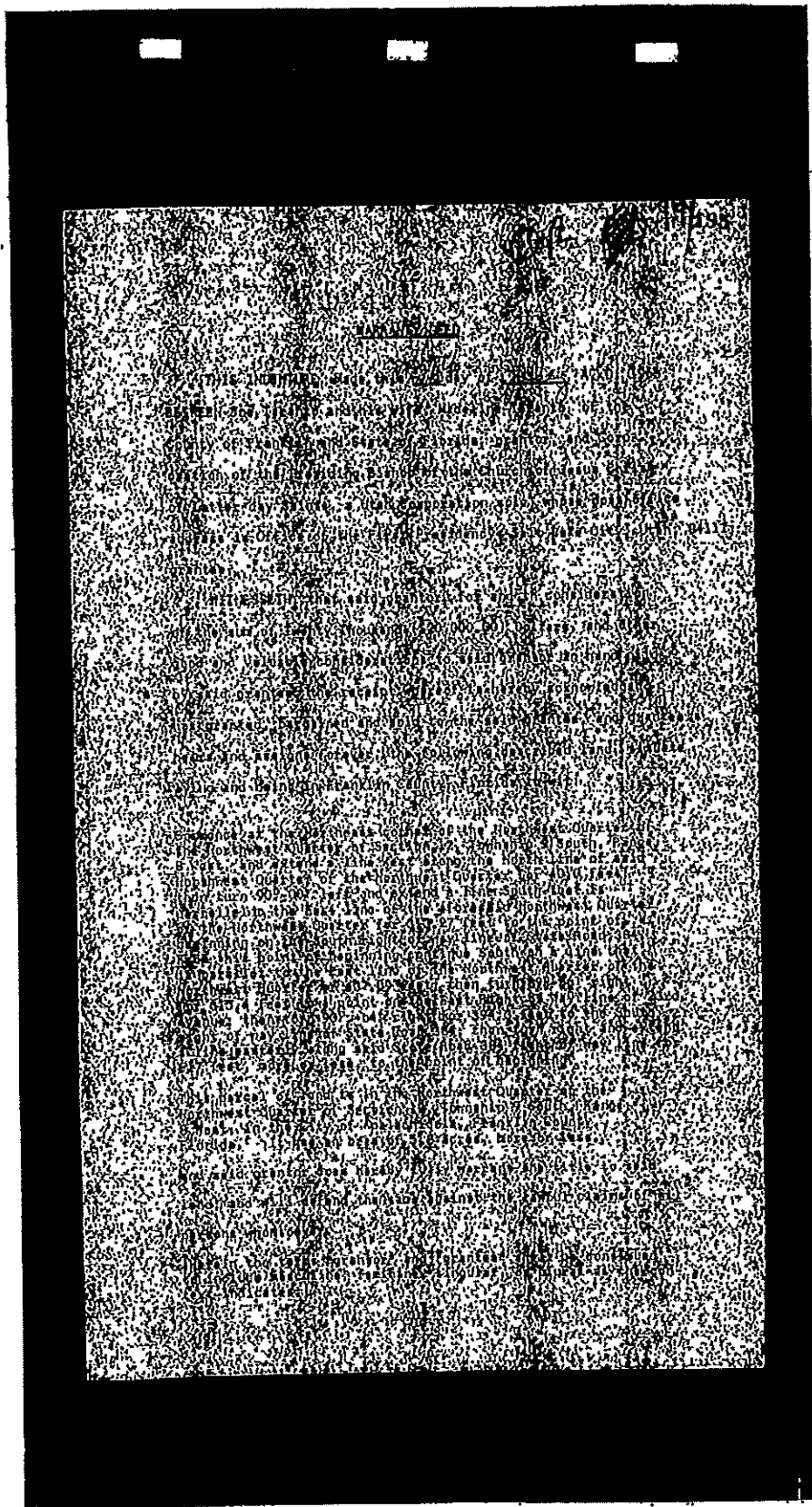
Before me the undersigned authority personally appeared Anthony Tavano, a single man, to me known to be the person described in and who executed the foregoing instrument and he to me acknowledged that he executed the same freely and voluntarily for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24<sup>th</sup> day of September A. D. 1960.

Maud Hapke  
Notary Public State of Florida at Large  
My commission expires August 11<sup>th</sup> 1962



FILE NO. 16376





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

Given, signed and published in all presence

*William A. ...*

*Joe ...*

*M...*

STATE OF FLORIDA  
County of FRANKLIN

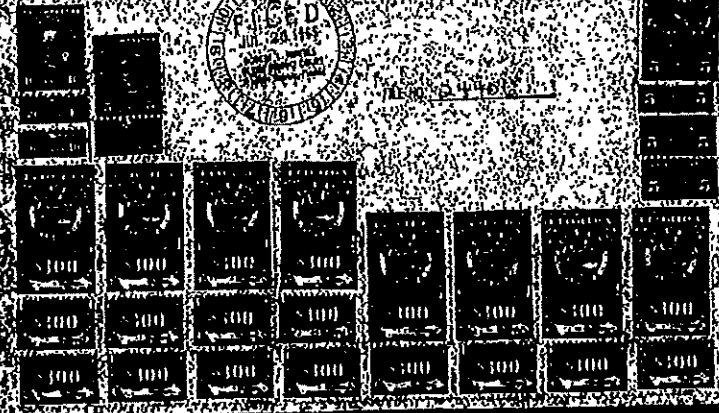
I HEREBY CERTIFY that on this day before me, of legal age, residing to the County of Franklin, personally Joe ... and his wife, ... the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of ... 1955.



*Bill ...*

Notary Public, State of Florida  
My Commission Expires ...



197  
197

This instrument made this 27th day of July, A. D. 1930  
between the Tenant in fee simple, the said J. W. Vanant, Republic  
Franklin County, Florida, parties of the first part, and Corporation  
of the Presiding Bishop of the Church of Jesus Christ of Latter-day  
Saints, a Utah Corporation, sole Office of the First Presidency,  
party of the second part. Salt Lake City, Utah, 84111

WITNESSETH, that the acceptances of the first part for and in  
consideration of the sum of One Dollar and other sufficient valuable  
considerations to them in hand paid by the party of the second part,  
the receipt whereof is hereby acknowledged, have conveyed, sold, re-  
leased, released and discharged and by their private deed bargain-  
sell, release, release and quit claim unto the said party of the second  
part and its successors and assigns forever all of the right, title,  
interest, claim, and demand which the said parties of the first part have  
in and to the following lot, piece or parcel of land situate, to-wit:

being in the county of Franklin and in the State of Florida, to-wit:  
A lot, tract or parcel of land more particularly described  
as follows: Start at the Northwest corner of the Northwest Quarter  
(1/4) of the Northwest Quarter (1/4) of Section Twelve (12), Township  
Nine (9) South, Range Eight (8) East, which corner is marked by a  
course granite block, and run from thence South along the East bound-  
ary of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of  
said Section Twelve (12), to a point on the said East boundary of  
the South side of a Fifty (50) foot street or road which is now  
State Road 384 and appears on maps of the City of Annapolis at  
Fourth Street of Greater Annapolis, and which is the point of  
beginning, run thence South along the East boundary of the Northwest  
Quarter (1/4) of the Northwest Quarter of said Section Twelve (12),  
to a point forty (40) feet East of the Southeast corner of a One and  
one-half (1 1/2) acre tract of land described in a deed from Field  
Hutcheon to Madeline Tarkenton dated August 8th A. D. 1926, recorded in  
pages 250-252 of Deed Record "D. P." in the Public Records of Franklin  
County, Florida known as the old Rutledge tract, run thence West Forty  
(40) feet to the Southeast corner of said Rutledge tract; run thence  
North along the East boundary of said Old Rutledge tract to the North-  
west corner of the said tract and thence North on the same line to  
the South boundary of said Fourth Street, now State Road 384, thence  
Northwest along the South boundary of said Fourth Street or State  
Road 384 to the point of beginning; the said parcel being forty (40)  
feet wide and lying between the East boundary of lands formerly owned  
by Field Rutledge and the East boundary of the Northwest Quarter (1/4)  
of the Northwest Quarter (1/4) of said Section Twelve (12) and extending  
from the South boundary of said street or State Road 384 to  
the point of beginning; the said parcel being the South boundary of the  
said Old Rutledge tract and situated lying and being in the  
Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section  
Twelve (12) of Township Nine (9) South, Range Eight (8) East in Franklin  
County, Florida.

TO HAVE AND TO HOLD, the said [redacted] and singular  
the appurtenant thereto belonging or in anywise appertaining, unto  
the said estate, right, title, interest and claim whatsoever of the  
said parties of the first part, unto the law or equity to the only  
proper use, benefit and behoof of the said party of the second part  
its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have  
hereunto set their hands and seals the day and year first above written.

*[Signature]* (SEAL)  
Joe Taranto  
*[Signature]* (SEAL)  
Madeline Taranto

Signed, sealed and delivered  
in the presence of:  
*[Signature]*  
*[Signature]*



STATE OF FLORIDA  
COUNTY OF FRANKLIN

Before me, the undersigned authority, personally appeared  
Joe Taranto and his wife, Madeline Taranto, to me known to be the  
persons designated in and who executed the foregoing instrument and they  
to me acknowledged that they executed the same freely and voluntarily  
for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal this 1st day of [redacted] 1965.



*[Signature]*  
Notary Public  
Franklin County, State of Florida  
My Commission Expires [redacted]



Prepared by and Return to:  
The Church of Jesus Christ of Latter-day Saints  
Real Estate Division, 13th Floor  
50 East South Temple Street  
Salt Lake City, Utah 84150

Church Property No. 501-0047  
ORT File 21120008  
PARCEL ID 01-09S-08W-8330-0265-0010

Documentary Stamps: \$1,890.00

Inst: 202119006140 Date: 09/29/2021 Time: 8:04AM  
Page 1 of 5 B: 1315 P: 151, Michele Maxwell, Clerk of Court Frank  
County, By: SM  
Deputy Clerk Doc Stamp-Deed: 1890.00

### SPECIAL WARRANTY DEED (Corporate)

This SPECIAL WARRANTY DEED made this 29th day of September, 2021 between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole formerly known as CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, whose post office address is 50 East North Temple, Salt Lake City, Utah 84150, hereinafter called the "Grantor", to 800 Mexico Beach, LLC, a Florida limited liability company, whose post office address is P. O. Box 13633, Tallahassee, FL 32317, hereinafter called the "Grantee(s)".

(Wherever used herein the terms "Grantor" and "Grantee(s)" include heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH, That Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, allens, remises, releases, conveys and confirms unto the Grantee(s), all that certain land situated in the County of Franklin, State of Florida, to-wit:

See Exhibit "A"

Attached hereto

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants and taxes and assessments of record or enforceable in law or equity.

Provided, however, that this conveyance is made and accepted on each of the following conditions and restrictions (the "Conditions"):

1. Grantee, their successors and assigns shall not manufacture, keep for sale, or sell on the subject property any alcoholic beverages or intoxicating liquors.

2. Grantee, its successors and assigns shall not operate a place of public entertainment or amusement (as defined by local statutes) on the subject property.
3. Grantee, its successors and assigns shall not permit on the subject property a nuisance or offensive activity which is an annoyance or a nuisance to a church or private dwelling located nearby.

The foregoing Conditions shall be binding upon all persons now having or hereafter acquiring any right, title or interest in the property conveyed herein (the "Subject Parcel"), or any part thereof. In the event that Grantee or any of Grantee's heirs, successors or assigns sells or transfers the Subject Parcel, Grantee shall cause the Conditions to be included in the deed to the grantee in that transaction.

In the event of breach of any of the Conditions, Grantor shall have the right to obtain an injunction enforcing the Conditions and shall be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement thereof.

A breach of any of the Conditions, or injunctive relief obtained by Grantor by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Subject Parcel or any part thereof, but the Conditions shall be binding upon, and effective against, any owner whose title to the Subject Parcel or any part thereof, is acquired by foreclosure, trustee's sale or otherwise.

All and each of the Conditions shall in all respects terminate, expire and end and be of no further effect either legal or equitable and shall not be enforceable if: (1) Grantee or Grantee's heirs, successors or assigns, demolish all of Grantor's buildings on the Subject Parcel; or (2) a period of 50 years expires from the date of the recording of this conveyance.

Grantee(s) acknowledges that Grantor has informed Grantee(s) that the premises described in this Deed have not been tested for and thus cannot be confirmed to be free from asbestos. Grantee(s) release(s) Grantor from any liability to Grantee(s) with regard to asbestos found on said premises and Grantee(s) further agree(s) that Grantee(s) will indemnify and save and hold Grantor harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the above-described premises. In the case of renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing asbestos, Grantee(s) agree(s) to remove, cover or repair said materials at Grantee(s) own expense and to comply with the requirements pertaining to asbestos on the said premises as law may from time to time require.

By, through and under, but not otherwise the following limitation of warranties shall be deemed superior and override any others contained herein.

Warranties contained herein extend only to Grantee(s) herein and pertain only to those defects placed or caused to be placed on the above property by the within captioned Grantor.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND THE GRANTOR** hereby covenants with said Grantee(s) that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby special warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

**Signature Page to Follow**

IN WITNESS WHEREOF, Grantor has signed and sealed theses presents the date set forth above.

Signed in the presence of the following WITNESSES:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole f/k/a CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

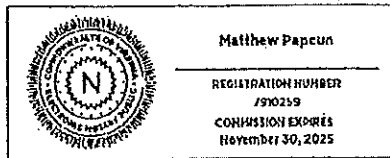
Darrin Thomas  
Print Name: Darrin Thomas

By: Phillip E. Allison  
Phillip E. Allison  
Authorized Agent

Derek Thomas  
Print Name: Derek Thomas

STATE OF Virginia )  
  )SS  
COUNTY Loudon )

On this 28th day of September, 2021, personally appeared before me Phillip E. Allison personally known to me to be the Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole. f/k/a CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged to me that he signed the foregoing instrument in his official capacity as an Authorized Agent for said Corporation, and the said acknowledged to me that the said Corporation executed the same.



Matthew Papcun  
Notary Public

Matthew Papcun  
Print or type name

My Commission Expires 11/30/2025

This Deed Prepared By:

Notarized online using audio-video communication

LDS Church Real Estate Division  
50 East North Temple  
Salt Lake City, Utah 84150

EXHIBIT A

A PARCEL OF REAL PROPERTY LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, FRANKLIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, AND EXTEND A LINE WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 40.0 FEET; THENCE TURN 90 DEGREES 00' LEFT AND EXTEND A LINE SOUTH THAT IS PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 113.27 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 384 FOR A POINT OF BEGINNING. FROM THIS POINT OF BEGINNING CONTINUE IN THE SAME DIRECTION AS THE LINE LAST DESCRIBED ABOVE AND EXTEND A LINE SOUTH THAT IS PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER FOR 426.64 FEET; THEN TURN 80 DEGREES 36' RIGHT FOR 205.0 FEET; THEN TURN 90 DEGREES 04' RIGHT FOR 416.33 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 384; THEN TURN RIGHT ALONG SAID RIGHT OF WAY LINE FOR 205.99 FEET; MORE OR LESS, TO THE POINT OF BEGINNING. THIS PARCEL IS IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, IN THE CITY OF APALACHICOLA, FRANKLIN COUNTY, FLORIDA.

PARCEL 2

A LOT, TRACT OR PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: START AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 9 SOUTH, RANGE 8 WEST, WHICH CORNER IS MARKED BY A SQUARE GRANITE BLOCK AND RUN FROM THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO A POINT IN THE EAST BOUNDARY ON THE SOUTH SIDE OF A FIFTY (50) FOOT STREET OR ROAD WHICH IS NOW STATE ROAD 384 AND APPEARS ON MAPS OF THE CITY OF APALACHICOLA AS FOURTH STREET OF GREATER APALACHICOLA AND WHICH IS THE POINT OF BEGINNING; RUN THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 TO A POINT 40 FEET EAST OF THE SOUTHEAST CORNER OF A FIVE AND ONE-HALF (5 1/2) ACRE TRACT OF LAND DESCRIBED IN A DEED FROM PIETRO ROTUNDO TO MADELINE TARANTO DATED AUGUST 11TH, A.D. 1936 RECORDED AT PAGES 350-352 OF DEED RECORD "D.D." IN THE PUBLIC RECORDS OF FRANKLIN COUNTY, FLORIDA KNOWN AS THE OLD ROTUNDO TRACT; RUN THENCE WEST FOURTY (40) FEET TO THE SOUTHEAST CORNER OF SAID ROTUNDO TRACT; RUN THENCE NORTH ALONG THE EAST BOUNDARY OF THE SAID OLD ROTUNDO TRACT TO THE NORTHEAST CORNER THE SAID TRACT AND THENCE NORTH ON THE SAME LINE TO THE SOUTH BOUNDARY OF SAID FOURTH STREET, NOW STATE ROAD 384; THENCE NORTHEASTERLY ALONG THE SOUTH BOUNDARY OF SAID FOURTH STREET ON STATE ROAD 384 TO THE POINT OF BEGINNING; THE SAID PARCEL BEING FORTY (40) FEET WIDE AND LYING BETWEEN THE EAST BOUNDARY OF LANDS FORMERLY OWNED BY PIETRO ROTUNDO AND THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 AND EXTENDING FROM THE SOUTH BOUNDARY OF SAID FOURTH STREET OR STATE ROAD 384 TO WHAT WOULD BE A CONTINUATION EASTERLY OF THE SOUTH BOUNDARY OF THE SAID OLD ROTUNDO TRACT.



Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

Bill # R 1731600 2021

R 01-09S-08W-8330-0265-0010

REAL ESTATE TAX/NOTICE RECEIPT FOR FRANKLIN COUNTY

AD VALOREM TAXES		
TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
COUNTY	.00547070	\$1,175.90
SCHOOL-LRE	.00280600	\$603.14
SCHOOL-DISC	.00224800	\$483.20
APALACHICOLA	.00800010	\$1,934.53
NW FL WATER MGMT	.00002940	\$6.32
<b>TOTAL AD-VALOREM:</b>		<b>\$4,203.09</b>

800 MEXICO BEACH, LLC  
P.O. BOX 13633  
TALLAHASSEE, FL 32317

0.000 ACRES  
BLK 265 FRACT 2.4 ADJ M/L  
ADJ TO BLK 265 OR 48-327  
GREATER APALACHICOLA BOOK AND  
PAGE 14/195 74/197

**PAID**

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
TOTAL NON-AD VALOREM:	\$0.00
COMBINED TAXES & ASMTS:	\$4,203.09
DISCOUNT:	\$0.00
<b>UNPAID BALANCE:</b>	<b>\$0.00</b>

FAIR MARKET VALUE	\$214,945.00	DIST	3
ASSESS	\$214,945.00	EXEMPT VALUE	\$0.00
TAXABLE VALUE	\$214,945.00		

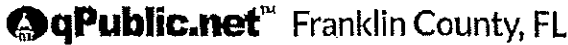
Exemptions:

Property Address:  
270 THE PRADO APALACHICOLA 32320

**\*\* PAID \*\***  
Last Payment: 12/06/2021 Receipt Number: 9806077  
Amount Collected: \$4,077.00 Discount Amount: \$0.00

Tax Roll Property Summary

Parcel	Roll Type	Year	Original Gross Tax	Original Assessments	Date Paid	Amount Paid	Total Unpaid
0109S08W833002650010	R	2021	\$4,203.09	\$0.00	12/6/2021	\$4,077.00	\$0.00
0109S08W833002650010	R	2020	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0109S08W833002650010	R	2019	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0109S08W833002650010	R	2018	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0109S08W833002650010	R	2017	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0109S08W833002650010	R	2016	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0109S08W833002650010	R	2015	\$0.00	\$0.00	N/A	\$0.00	\$0.00
0109S08W833002650010	R	2014	\$0.00	\$0.00	N/A	\$0.00	\$0.00



**Parcel Summary**

Parcel ID 01-09S-08W-8330-0265-0010  
 Location Address 270 THE PRADO  
 APALACHICOLA 32320  
 Brief Tax Description BLK 265 FRACT 2.4 AC M/L ADJ TO BLK 265 OR 48-327 GREATER APALACH OR BOOK AND PAGE 74/195 74/197 1315/151  
 (Note: Not to be used on legal documents.)  
 CHURCHES (007100)  
 Property Use Code 1-9S-0W  
 Sec/Twp/Rng CITY OF APALACHICOLA (3)  
 Tax District 19.5542  
 Millage Rate 0  
 Acreage N  
 Homestead

[View Map](#)

**Owner Information**

Primary Owner  
 800 MEXICO BEACH, LLC  
 P.O. BOX 13638  
 TALLAHASSEE, FL 32317

**Land Information**

Land Use	Number of Units	Unit Type	Frontage	Depth
000188 - SFR CHAPMAN/APALACH	200	FF	0	0

**Building Information**

Type	ED RELIGOS	Heat	AIR DUCTED
Total Area	2,292	Air Conditioning	ENG CENTRL
Heated Area	2,292	Bathrooms	0
Exterior Walls	COMMONBRK	Bedrooms	0
Roof Cover	COMP SHNGL	Stories	0
Interior Walls	DRYWALL	Actual Year Built	1975
Frame Type	NONE		
Floor Cover	CARPET		

**Extra Features**

Code	Description	Length x Width	Units	Effective Year Built
0390	CONWALL	264 x 4 x	1,056	1982
0640	ASPH DR WAY	69 x 222 x	15,318	1982
0640	ASPH DR WAY	150 x 24 x	3,600	1982

**Sales**

Mult Parcel	Sale Date	Sale Price	Instrument	Book/Page	Qualification	Reason	Vacant/Improved	Grantor	Grantee
N	9/28/2021	\$270,000	WD	<u>1315/151</u>	Unqualified	UNQUAL/TRANSACT OF AFFILIATION	Improved	THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS	800 MEXICO BEACH, LLC

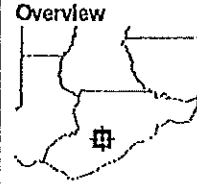
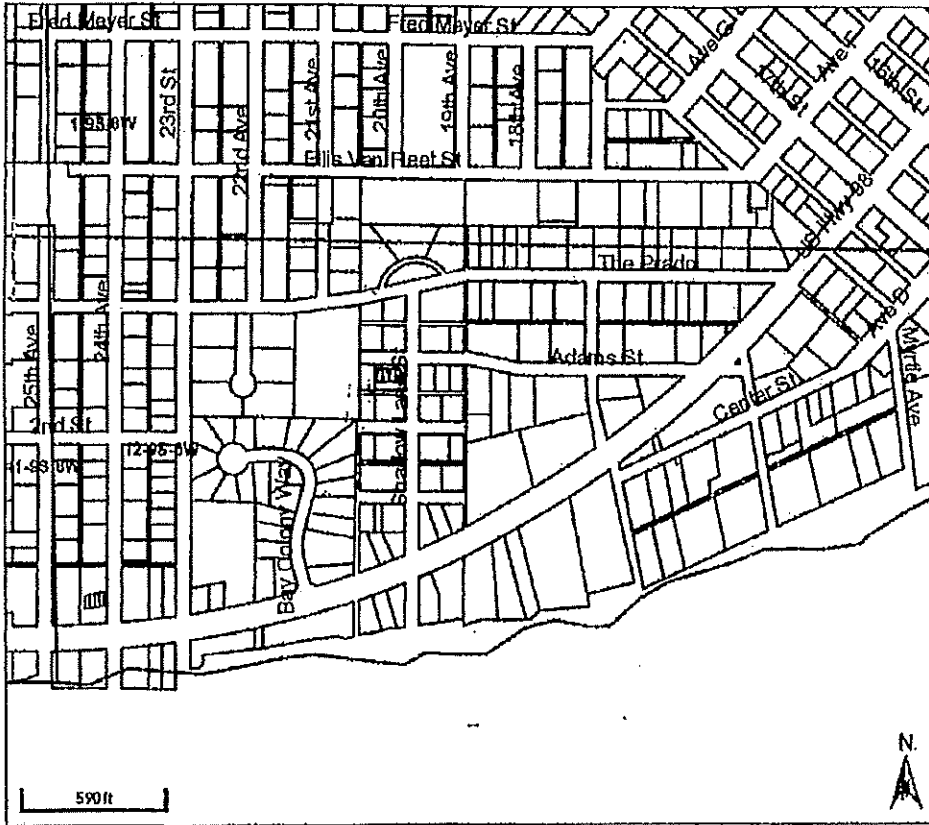
**Valuation**

	2022 Preliminary Values	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values
Building Value	\$123,620	\$125,913	\$128,203	\$130,492	\$135,071
Extra Features Value	\$19,032	\$19,032	\$19,032	\$19,032	\$19,032
Land Value	\$100,000	\$70,000	\$70,000	\$70,000	\$70,000
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$242,652	\$214,945	\$217,235	\$219,524	\$224,103
Assessed Value	\$242,652	\$214,945	\$217,235	\$219,524	\$224,103
Exempt Value	\$0	\$0	\$217,235	\$219,524	\$224,103
Taxable Value	\$242,652	\$214,945	\$0	\$0	\$0
Maximum Save Our Homes Portability	\$0	\$0	\$0	\$0	\$0

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

**TRIM Notice 2022**



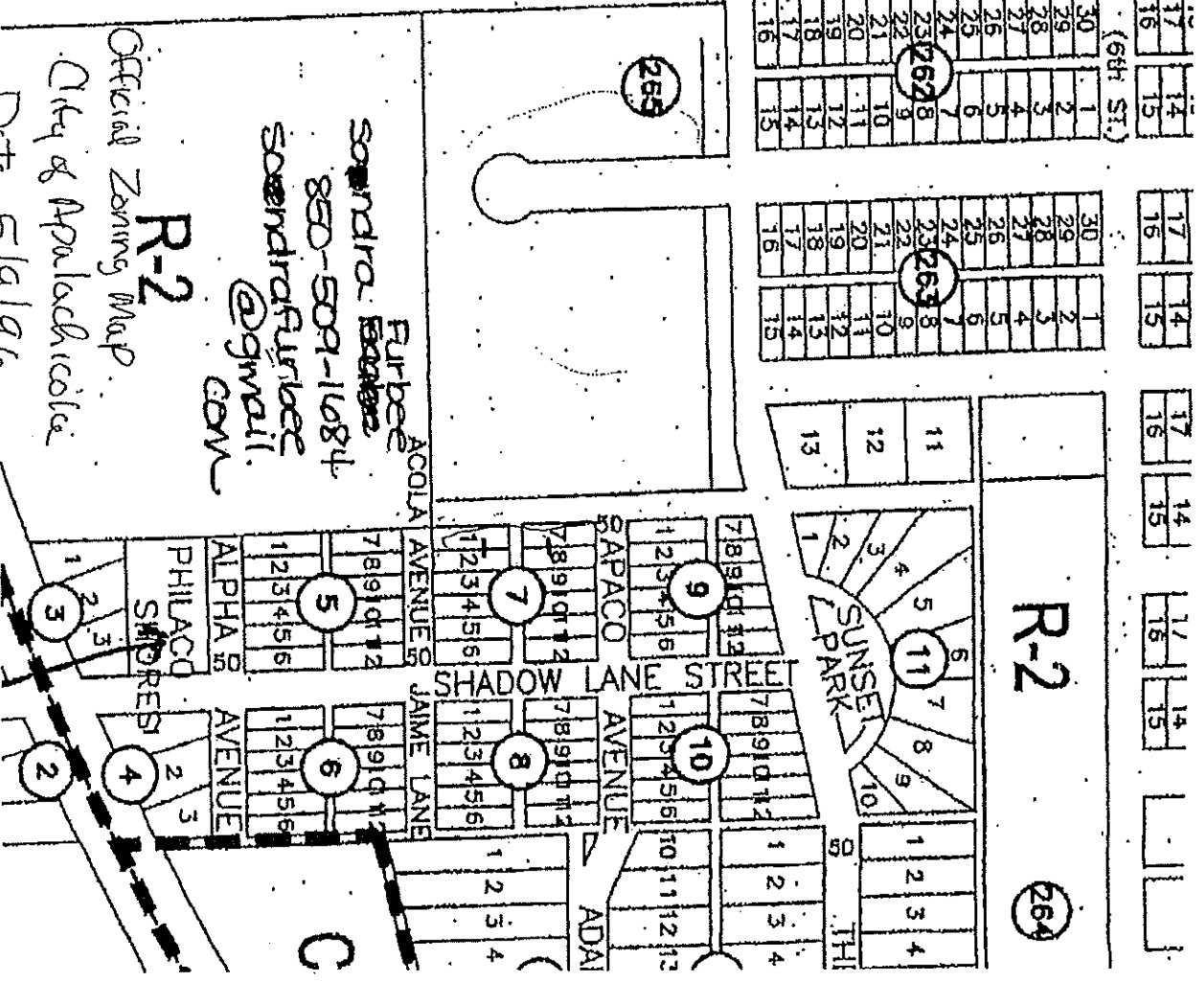
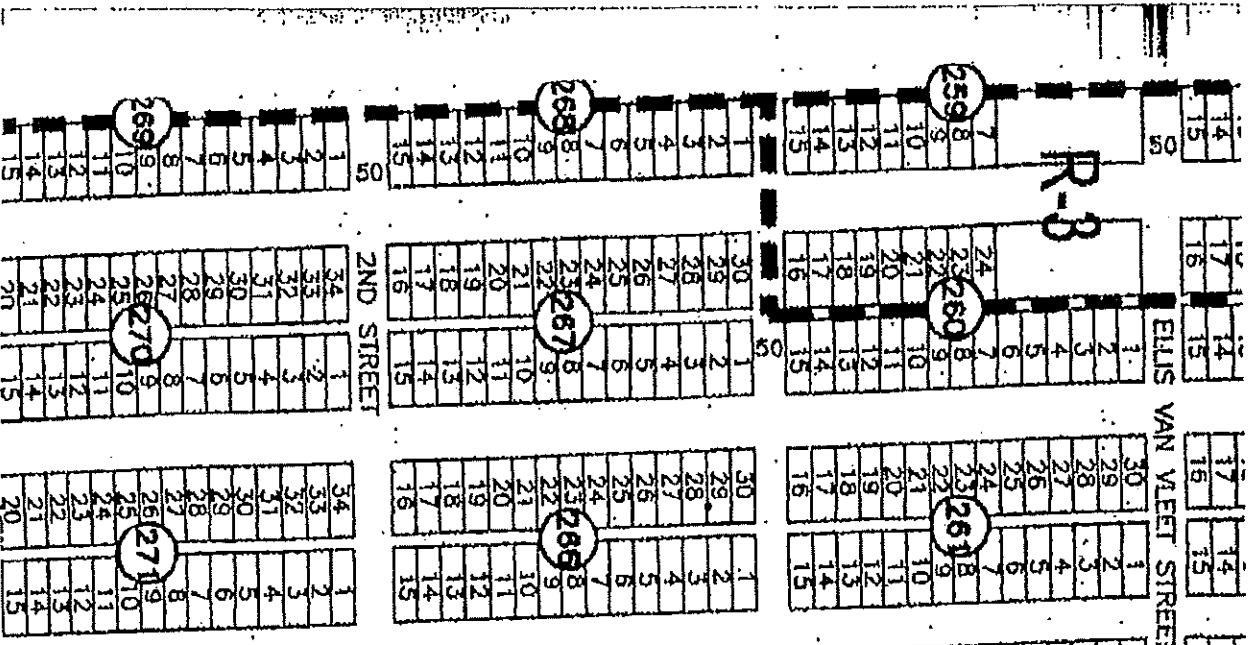


- Legend**
- Parcels
  - Roads
  - City Labels
  - Sec-Twn-Rng

Parcel ID	11-09S-08W-0000-0240-0000	Alternate ID	08W09S11000002400000	Owner Address	FA OF GOD CHURCH
Sec/Twp/Rng	11-9S-8W	Class	CHURCHES		C/O JEFF ROWLAND
Property Address		Acres	1.2		267 BROWNSVILLE RD.
					APALACHICOLA, FL 32320
District	1				
Brief Tax Description	1.20 ACRES 175X300 FT (Note: Not to be used on legal documents)				

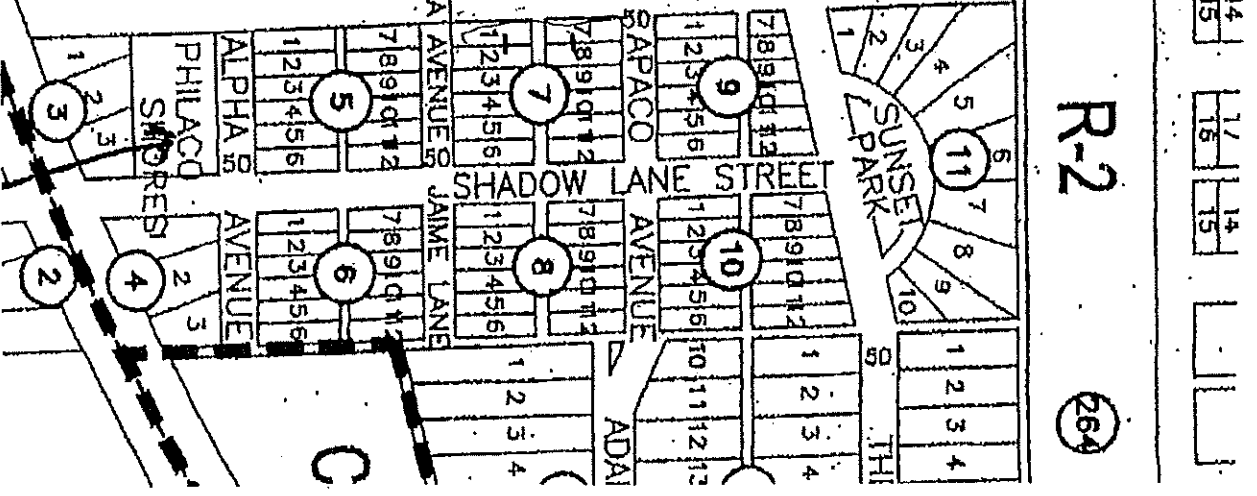
Date created: 8/25/2022  
 Last Data Updated: 8/25/2022 7:38:28 AM

Developed by Schneider  
 GEOSPATIAL



Sandra Furbee  
 850-509-11084  
 SandraFurbee@gmail.com

Official Zoning Map  
 City of Apalachicola  
 Date 5/19/96



**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
November 8, 2022**

**SUBJECT:**       **Proposed Ordinance – Enhanced Voting requirements for any Amendment to 35’ height limit.**

**AGENDA INFORMATION:**

1 **Agenda Location:**   UNFINISHED BUSINESS  
**Item Number:**       2  
**Department:**        City Attorney  
**Contact:**  
**Presenter:**         Dan Hartman

**BRIEF SUMMARY:**

After a series of workshops at which the Commission discussed methods to strengthen/fortify the current 35’ height restriction City wide. A number of alternatives were discussed. The consensus was to increase the voting requirements for amendment of the current height restriction found in the Code applicable to develop in each zoning category. Attached is a draft Ordinance for review that would enhance the vote requirement to 3+1 votes to approve any amendment increasing the allowable height (above 35’) in any zoning category.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

**Motion to move ahead with First reading of the Ordinance**

**FUNDING SOURCE:**

**N/A**

**ATTACHMENTS:** (see attached)

**STAFF’S COMMENTS AND RECOMMENDATIONS:**

**Approve**

CITY OF APALACHICOLA

ORDINANCE 2022-02

AN ORDINANCE OF THE CITY OF APALACHICOLA FLORIDA REGARDING VOTING REQUIREMENTS APPLICABLE TO ANY ORDINANCE THAT WOULD INCREASE THE MAXIMUM PERMISSABLE BUILDING HEIGHT IN ALL ZONING DISTRICTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City recognizes its ongoing obligation to maintain the historic character of the City for the benefit of its citizens. In an effort to maintain this historic character the City has established a maximum permissible height of thirty-five (35) feet in all zoning districts with certain exceptions;

WHEREAS, in order to maintain consistency and in recognition of the importance of such height restrictions to the historic character of the City of Apalachicola, the City desires to enhance the voting requirements applicable to any Ordinance that seeks to increase the maximum permissible height above thirty-five (35) feet in any City Zoning District;

WHEREAS, pursuant to Section 166.041(6), F.S. Florida Municipalities may specify additional requirements for the adoption or enactment of ordinances;

WHEREAS, after public workshops and obtaining citizen input, the Apalachicola City Commission deems it necessary to adopt specific additional requirements for adoption applicable to any future Ordinance that would increase the maximum permissible height above those set forth in Code as of the effective date of this Ordinance.

NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA, THE FOLLOWING REVISIONS RELATING TO THE ABOVE REFERENCED ORDINANCE.

- Section 1. Voting Requirements.** The affirmative vote of at least four (4) members of the City Commission shall be required for the approval of any Ordinance increasing the maximum permissible building/structure height over the current height limit of thirty-five (35) feet within any Zoning District described in the Apalachicola Code of Ordinances, Subpart B, Chapter 111, Article III, Division 3, Section 111-267.
- Section 2. Repeal.** All ordinances or parts of ordinances, in conflict herewith, are hereby repealed, to the extent of such conflict.
- Section 3. Severability.** If any portion of this Ordinance is declared invalid, the valid remainder hereof shall remain in full force and effect.
- Section 4. Effective Date.** This Ordinance shall become effective upon enactment.

This Ordinance was read and adopted on \_\_\_\_\_. Motion to adopt Ordinance made by Commissioner \_\_\_\_\_, second by Commissioner \_\_\_\_\_.

Voting AYE:

Voting NAY:

FOR THE CITY COMMISSION OF THE  
CITY OF APALACHICOLA

ATTEST:

\_\_\_\_\_  
Brenda Ash, Mayor

\_\_\_\_\_  
Deborah Guillotte, City Clerk

**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: 11/8/22**

**SUBJECT:** Contractor Selection for HCA repair/mitigation

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 1  
**Department:** Grants  
**Presenter:** Bree Robinson/Cindy Clark

**BRIEF SUMMARY:**

The City received Hurricane Michael funding from the National Parks Service, managed through the Florida Department of Historic Preservation, to repair and protect two of the City's historic buildings (old City Hall and the HCA building) which were damaged during Hurricane Michael. The assessments have been completed and construction plans prepared. The City advertised for a contractor to complete the repair work in accordance with the grant contract. The City received one response to the RFP from Oliver-Sperry Renovation and Construction, Inc., a firm that is qualified and which has completed other historic preservation work in the region. In accordance with the RFP, the proposal was scored by multiple City Staff. That group bid the project within the budget.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Motion to approve staff to negotiate with Oliver-Sperry and prepare a contract in accordance with the scope of work identified.

**FUNDING SOURCE:** 100% NPS grant administered by Florida Division of Historic Resources

**ATTACHMENTS:** Bids and score sheets available upon request at City Hall.

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Motion to approve.



**APALACHICOLA CITY COMMISSION  
REQUEST FOR BOARD ACTION  
Meeting Date: 11/08/22**

**SUBJECT:** RFQ 2022-02 Request for Qualifications for Engineering Services

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** 2  
**Department:** Grants  
**Presenter:** Gouras & Associates, LLC

**BRIEF SUMMARY:**

The City solicited Statements of Qualifications from qualified engineering firms to provide professional services for projects funded with Community Development Block Grant Disaster Recovery (CDBG -DR) Program funds, as well as any other federal or state funded. Proposals were received from Halff, CDG, Dewberry, Anchor, and Baskerville-Donovan. An Evaluation Group was established to consider proposals received. Due to the varying scopes of work and qualifications that may be required for projects, the City recommends entering into contract negotiations with the top three ranked firms (Halff, CDG, and Dewberry).

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

- Motion to authorize City staff to enter into contract negotiations with Halff, CDG, and Dewberry (the three highest ranked firms) for professional services solicited under RFQ 2022-02.
- Motion to award contracts for the services described in RFQ 2022-02 upon successful contract negotiation.

**FUNDING SOURCE:** CDBG-DR

**ATTACHMENTS:** Score Sheets, Summary Score Tabulation available upon request.

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Motion to approve. Given the number of current and potential future projects, the City recommends negotiating continuing service contracts for CDBG -DR projects with several firms. This will allow the City to consider the experience and qualifications of each firm for project-specific task orders.

**PROCLAMATION**

**Proclaiming November 26, 2022, as Small Business Saturday.**

**Whereas**, the government of City of Apalachicola, Florida, celebrates our local small businesses and the contributions they make to our local economy and community; and

**Whereas**, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States, and

**Whereas**, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small Saturday, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

**Whereas**, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

**Whereas**, City of Apalachicola, Florida, supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

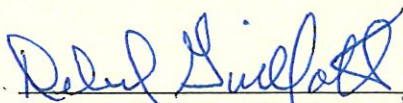
**Whereas**, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

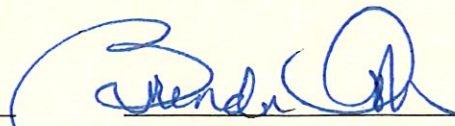
**Now, Therefore**, I, Brenda Ash, Mayor of City of Apalachicola, Florida, do hereby proclaim, November 26, 2022, as

***SMALL BUSINESS SATURDAY***

**And** urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

ATTEST:

  
Deborah Guillotte, City Clerk

  
Brenda Ash, Mayor



## City Manager Updates

### FDEP Compliance Updates:

Drinking Water - On Sept 19, We (Madam Mayor, myself, Rep Shoaf's office, and Dewberry) participated a face to face meeting with DEP here in our offices to discuss remaining action needed for DEP to be able to declare the water system has returned to compliance. The Department is willing to minimize items in Consent Order to only those items that remain open when they present the draft order. DEP also shared their willingness to consider waving penalties if we conduct the remain work on-time.

We left that meeting with two action items. 1) all backflow devices in the City must up to date with the required testing and 2) the maintenance of the elevated water storage tank on 5<sup>th</sup> Street must be completed.

For item #1, It's important to know that currently the testing of the backflow devices is the responsibility of the customer and the devices are required to protect our water distribution system. We take backflow devices very seriously and we must know that all devices are working properly. Staff routinely notifies all customers with backflow devices that testing must be completed and then we follow-up with delinquent notices. Because the safety of our system is of utmost importance, and because it is challenging for customers to conduct the testing on-time, I will be proposing a policy by which the City would secure a contractor to test all backflow devices and the testing fee be added to customers' water bill. This would ensure that testing is completed as required by rule, that our distribution system is protected, and would resolve testing compliance concerns with DEP.

For item #2, The RFP for the elevated tank rehabilitation has been drafted and will be published this week. Not only will the tank have a fresh exterior, but the interior will also be cleaned and recoated.

We remain under an active drinking water consent order for TTHMs. Our monthly testing continues, and we report quarterly results to DEP. The averages are greatly improving; however, it takes time for the running annual average to drop below the regulatory limit. We expect future results will continue to be favorable and soon the annual average will be in-compliance. We look forward to DEP being able to close out the TTHM consent order, perhaps even at the end of this year or early next year.

WWTP - The wastewater final order requires the total replacement of the headworks and Sequencing Batch Reactor (SBR) which will only occur when the new plant is constructed. The final order will remain open until the construction of the new plant is complete.

### **Positions:**

Advertisements for Grants Coordinator, Code Enforcement, Library Assistant, WW/DW Field Crew, and WW Operator positions are currently advertised.

Code Enforcement Officer Glen Jenkins turned in his notice and will leaving on December 30. Melissa Hand resigned to take a position with the State of Florida in Tallahassee. Sheneidra Cummings has been reassigned to Melissa's position and is currently training to replace Janelle Paul in utilities billing upon her retirement next year.

### **Gibson Preconstruction Meeting:**

A preconstruction meeting was held with City staff and Gibson employees/contractors on October 20 to discuss construction of the new addition to the Gibson properties. This will be located at the corner of Highway 98 and Avenue D (the former site of Oyster Bones). During the conversation I offered to facilitate a "town hall" meeting at the Community Center on November 16 for the construction team to take questions from the public. The team was very receptive to the idea and agreed to notify property owners by mail of the meeting. However, I was notified that some members of the team have a scheduling conflict and will be unable to attend the meeting that day but wish to reschedule it to another day. I will post the date to the City's Facebook page and website, and will notify the Commissioners by email, as soon as a date is agreed upon.

### **Duke Energy New Tower:**

I met with a representative of Duke Energy to find a location for a new tower to replace the tower located on Commerce Street between Avenues G and I. I have suggested that the City could possibly trade part of the Avenue H right-of-way between Market Street and Commerce Street for 5 acres owned by Duke Energy located outside of the City limits but contiguous to the City limits and the City's 95 acre parcel on Pal Rivers Road. The 5 acre parcel owned by Duke Energy would be an ideal location for a workforce housing project. Duke Energy is agreeable to the swap if their environmental study finds the property to be feasible, and with City Commission approval. Additionally, Duke Energy has agreed to donate the old tower to the City after its removal and I have contacted members of the group working with the new Buddy Ward Memorial Reef to coordinate a donation of the tower materials for reef structure by the City.

### **Leslie Street:**

The FDOT SCOP Grants award confirmation has been received, but we are still awaiting an agreement.

### **Downtown Signs:**

Downtown business directional signs were installed by Public Works last week directing pedestrians to shops on Commerce Street and Water Street in the Bowery District. The signs are located on Ave E at Water Street and Ave E at Commerce Street.

# Grant Updates – Bree Robinson

## City Commission Meeting – Tuesday, November 8, 2022

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### **1. Firehouse Subs Public Safety Foundation – Hurst Rescue Tools “Jaws of Life”**

An application requesting \$34,065.00 for Jaws of Life rescue tools for the Apalachicola Volunteer Fire Department was submitted online 4/7/22. These tools were a request from the VPD and will aid them in their efforts. If funded – the grant program will handle ordering, etc. No match required. **DENIED & REAPPLIED 7/7** in the amount of \$36,795.00, as cost of materials went up. - **Waiting for updates**, have been advised that most projects are funded by Firehouse Subs after 3 complete applications. We have filed 3 so far.

- **APPLIED again on 10/6! We will hear back on this late January.**

### **2. DEP Resilient Florida Grant application – Implementation**

City submitted a grant request in the amount of \$2,039,500 to complete identified drainage projects in the city that have been documented, but have not been funded by other sources. If funded, the funds will repair known nuisance flooding drainage issues in more than 29 locations throughout the City. **Grant submitted 9-1-2022. Waiting for updates.**

### **3. DEP Resilient Florida Grant application – Planning**

City submitted a grant request in the amount of \$300,000.00 to analyze existing vulnerable critical asset infrastructure in the City's commercial district and design a plan to mitigate street flooding through the retrofit of existing impervious parking and the design of pervious parking pockets on City-owned property, Avenue H specifically. **Grant submitted 8-31-2022. Waiting for updates.**

### **4. FWC Florida Boating Improvement Program – Battery Park Boarding Docks**

In 2020, the City was awarded \$10,875.00 from the FWC Florida Boating Improvement Program for the Battery Park Boarding Docks replacement project. In 2021, the City spent \$23,066.85 on the new Battery Park Boarding Docks Project and the work was performed by Polaronis Construction. (The work has been inspected and approved by FWC.) The City was under the impression that we would not be reimbursed the \$10,875.00 due to improper procurement of services, but FWC has come back and offered reimbursement for the award due to the small amount! To be reimbursed we have to file a Site Dedication with Franklin County for the Battery Park Boat Ramp and FWC and put up a sign at the site. **The requirements have been met, sign has been**

**installed, and the site dedication was filed with Franklin County. Reimbursement should be received any day now with this project closeout.**

**5. *Florida Department of Transportation – SCOP Grant Application – Leslie Street***

City Commission passed Resolution 2022-01 on 2/23/22 for the City of Apalachicola to apply for funding for Leslie Street. Application was submitted electronically on 3/4/22. The City requested \$610,169.30 to remedy the underground issues, resurfacing the entire street length, and for new road signs based off engineer's estimate and recommendations.

**AWARDED! – City was awarded the full amount for Leslie Street! This funding window begins July 1, 2023, and ends June 30, 2024. We will take steps to make sure this work can be completed ASAP. Waiting for agreement from FDOT.**

**6. *DEO Rural Infrastructure Fund – Drainage Basin Analysis Phase II + Camera Work of Stormwater Lines***

An application requesting \$300,000 with no local match from the DEO Rural Infrastructure Fund was submitted on 8/31/22. The application was for the Phase II of a Drainage Basin Analysis that began in 2018. This \$300,000 grant proposal would fund an analysis of the drainage basins that border Apalachicola River and Bay. The proposal also includes funding to begin camera-work of the stormwater lines in the phase I, as recommended in that report. (We have to survey the damage before we can move forward on repairs.) The grant asks for \$110,000 for the analysis and mapping (per engineer estimate), \$5,000 for public education (grantors like to see we are promoting our message/work), \$24,000 in admin, and \$161,000 in camera-work for the phase I drainage basin area. This is a total of \$300,000 and there is no required local match.

Basins 11 and 3 were covered by the 2018 grant. This grant application would address the following basins: 1, 2, 4, 5, 6, 7, 8, 9, 10, 12-19. – **APPLIED, WAITING FOR UPDATES.**

**7. *Water Treatment Plant Improvements - Rural Infrastructure Fund – DEO FY 21/22***

**FUNDED!** Application submitted electronically on 5/26/22 to the RIF program through DEO for fiscal year 21/22. City applied for \$150,000 for engineering services that are going to be needed as we navigate the Potable Water Consent Order and will set us up to apply for more funding down the line. City was FUNDED for \$147k.

Funded:

- Evaluation of Existing Conditions
- Enhanced Sampling Plan, Hydraulic Modeling, and Treatability Studies
- Alternatives Analysis
- Facilities Plan Report

***Still pending staff scoring of firms and award recommendation. Coming soon!***

**8. City of Apalachicola Old City Hall Structural Repair – Special Categories DOS**

Application submitted electronically 5/31/22 for structural repairs for the Old City Hall building. (Middlebrook Building) Amount requested was \$395,000 with an in-kind match of \$98,750 for a total project budget of \$493,750. The goal of this application is to secure funding to complete the Old City Hall Renovation and support the ongoing repairs funded through the NPS grant. The purpose is to stabilize the building, by proposing to install an interior rigid steel frame to provide the structural integrity of the building exterior masonry and support the historic second floor wood frame. – **Applied - Special Category grant request for additional funds for City Hall will be considered soon. The original DHR grant review meeting date of September 28 was postponed to November 16 due to the hurricane. We should know within a couple of weeks if this project has received the requested funding.**

**9. CPTA Community Planning Technical Assistance Grant Program – DEO**

Application submitted 4/1/22 for updates to our local comprehensive plan as well as complete Phase 2 of the Apalachicola Areas of Critical State Concern Work Plan. If granted, grantee shall analyze the City of Apalachicola’s current local comprehensive plan and present required and recommended update to the City Commission considering resiliency. These ideas will be vetted through community engagement and based on feedback received from the community and City Commission, final amendments to the local comprehensive plan will be prepared for public hearing and subsequent transmission to DEO. The City will also undertake Phase 2 of the Areas of Critical State Concern Work Plan by updating the infrastructure project list and conducting project scoping and economic analysis for priority projects in preparation for the funding available through the Bipartisan Infrastructure Act as well as other state and federal grant opportunities. – **AWARDED!** Agreement received and signed in October.

- **RFP COMING SOON**

**10. Department of Historical Resources African American Cultural and Historical Grants – Apalachicola African-American History Museum**

Awarded \$1million with a \$250k match from the City for a new construction museum next to Holy Family.

- Due to rising construction costs, the project scope has been changed from a 2-level, 2,500SQF footprint building to a 1-level 2,000SQF building with elevated ceilings. Priorities include:
  - High Security
  - Storage Room
  - Office Space



- Breezeway to Holy Family
- Greeting Station/Small Gift Shop Area
- ADA Accessible Bathrooms
- Controlled Lighting for Exhibits
- Building with Room for Add-On at later date
- **FUNDED!** Have submitted the project work plan and budget for the agreement draft from DOS. 8/25
- **Question from DOS answered 9/26.** Should hear back soon and have agreement in hand.
- **11/3** – Still waiting for agreement.

**11. HMGP – Backup Generator for Vacuum Station (108 Avenue F)**

Grant application was submitted for \$170,000 for a new backup generator. (Current in use is too small for need.) Had to apply for a portable generator instead of stationary, as they will not fund for a stationary one in a flood zone. Multiple RFIs (requests for information) were received and answered. **Still waiting for updates.**

**12. National Park Service Hurricane Michael Repair/Mitigation - Grants for Repair and Restoration of the Montgomery Cotton Warehouse (Old City Hall) and the Harrison-Raney Cotton Warehouse (HCA)**

**Old City Hall & HCA**

RFPs to select a contractor to complete the repair/restoration on both projects has been advertised and the scope of work for each is on the City website. The period to respond to the RFP for both City Hall and the HCA building was October 20. The City has submitted requests for payment for the first set of deliverables for each project. **The request for payment on HCA has been received; the payment for the City Hall is pending NPS approval of the contract modification. We have resubmitted the payment request for City Hall (payment request #1 \$99,979) because the grant portal shows the grant amendment has been approved.**

**UPDATE 11/3 – the bids received and ranked were over-budget for Old City Hall, we are holding off on this award until we receive guidance from NPS on how to proceed! HCA Award in on the agenda 11/8.**

**13. Grants Update -**

- a. **FDOT City Landscaping** – City was reimbursed for \$193k landscaping costs after FDOT inspection and reimbursement package sent in. Landscaping and maintenance have been “completed.”
  - i. There were issues with the grass drying out during the maintenance period, Gaskin to extend maintenance and re-plant as necessary per our contract and their warranty. **Re-plant pushed to March to avoid frost during establishment – Dan is in contact.**
- b. **CDBG-DR Infrastructure** – Avenues Stormwater Repair Project is moving forward. Engineer Procurement and design will need to be secured and created along with environmental review and clearance. ALL policies needed have been completed!
  - i. **ENGINEERING PROCUREMENT IN PROGRESS!** The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting.
  - ii. **Engineering Scoring of Bids has been completed. - Recommendation to enter contract negotiations is on the agenda for 11.8.2022**
- c. **CDBG-DR Hometown Revitalization** –Riverfront Revitalization and Hill Community Revitalization projects: City has received environmental exemption for administrative and engineering services. ALL policies needed have been completed! **ENGINEERING PROCUREMENT IN PROGRESS!** The contracted engineer, once selected, will put together a project schedule based on design time needed and anticipated construction duration. Environmental review will run concurrently with design and permitting. **Recommendation to enter into engineering contract negotiations is on the agenda for 11.8.2022.**
  - Hill Community (M0033): CENST approval memo was issued by DEO on July 14, 2022. The city is currently working on the RFQ for engineering procurement. Once an engineer is on board, we’ll be able to confirm scope of work and begin environmental review.
  - Riverfront (M0034): CENST approval memo was issued by DEO on July 14, 2022. The city is currently working on the RFQ for engineering procurement. Once an engineer is on board, we’ll be able to confirm scope of work and begin environmental review.
- d. **HMGP Emergency Generators** – Received and signed Release of Funds forms for CDBG-DR DEO match – HMGP has funded the generators and agreement signed. HMGP admin bidding was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. TME is working on RFP for a contractor for the generators and installation.
- e. **HMGP Market Street Vacuum Station** - Received and signed Release of Funds forms for CDBG-DR match – HMGP has funded the generators and agreement

signed. HMGP admin was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO and awarded to TME 9/27. TME is working on RFQ for Engineers to start the design.

**f. Michael FEMA Projects Updates**

- i. **Bodiford** - BODIFORD PLANS COMPLETE! Waiting for exemption for permits from FEMA to be reviewed. - Received exemption ... waiting on FEMA to re-establish the costs in the project.
  - ii. **Scipio** – Designs from Dewberry draft complete – waiting for full. Waiting for scope verification from FEMA to bid out.
  - iii. **Alleyway Repairs** – Alleyway: 3, 7, 9, 8, 10, 11, 6, 2, 5, 12, 4 Crushed Shells to be replaced. Extensions requested for all FEMA projects – extension granted.
  - iv. **Old City Hall and HCA Contents loss** – Ordering replacement items from loss. (Funding already received – just needs to be ordered and receipts turned in.) Partially ordered – postponing ordering of remaining items until back room flooring of City Hall complete to place items in.
  - v. **Lafayette Park** – Boardwalk work and lighting donation have been COMPLETED! It appears that we were supposed to be exempt from permits for this work per engineer opinion, since there was no in-water repairs, but we are waiting for USACE and DEP to confirm this with FEMA before this project can close out and Bodiford and Scipio can begin. - Received the USACE and FDEP permits!
  - vi. **Hurricane Sally** – Almost all Sally projects are completed and finalized. TME is uploading receipts to finish.
- g. **DEP – WWTP Tank Cleaning** –WORK COMPLETED! Filed for reimbursement of funds, \$116k, on 7/24/22. **FUNDS RECEIVED!** Project closed.
- h. **Department of Historical Resources 2023 Small Matching Grant – Black History Trail. FUNDED!** Docs for agreement in progress, scope slightly changing as some work has been completed. (signage) Question has come up as to who will manage the historian work for signage. HCOLA possibility? Will explore options.

**14. DEP Applications – Resilient Florida + Water Restoration Assistance - WWTP & Vulnerability Study**

**WWTP-**

Grant #2 is an application for the WWTP totaling \$14 million - the City of Apalachicola was approved for the full \$14 million for new equipment and relocation. DEP contacted us and let us know we had 2 duplicated grant efforts both submitted to them. Both are for the WWTP – and combined could cover the entire WWTP Project costs, headworks and all. DEP has agreed, with some preliminary efforts to ensure the scope and pricing are as they should be. **Total project costs are**

**approximately \$19M, which will be fully funded through two separate DEP awards (Award #1 = \$13.4M, Award #2 = \$5.6M). See cost breakdown below.**

- Scope of works for both efforts are in progress! Cost breakdown below:
- DEP requested several documents to send out agreements – documents supplied. Still ongoing. **DEP Award #1 & #2 have both been executed!**
- **A Kickoff Webinar for Award #1 was held with DEP and the City on 11/1/2022.**
- **While continuing services agreements can be generally be used for DEP funding, the expected cost of the construction contract exceeds thresholds for use of continuing services agreements. Engineering services for this project will utilize a firm selected from the Engineering RFQ that is currently public and also being used for CDBG-DR efforts. -Recommendation to enter contract negotiations is on the agenda for 11.8.2022.**

**COST:** The Total Estimated Cost of this Project is \$18,927,391. The anticipated funding breakdown is for **FDEP** to fund approximately **\$5,551,875**, and **FDEP-SRF** to fund **\$13,375,516**.

#### **Vulnerability Study-**

Grant #1 Vulnerability Study – **FUNDED!** Contract signed with Bay Media and research, data collection has begun. Need to schedule a public workshop or at least an item on the city commission agenda (next month?) to update board on work accomplished during first analysis and update on what will occur with this update of the study. That is the first deliverable of the grant – to hold a public meeting about the update.

#### **15. USDA Water Street Sidewalk and Lighting –**

**Construction by CWR Contracting, Inc. is in progress! Have made first payment and are filing for reimbursement.**

#### **16. Coronavirus State and Local Fiscal Recovery Funds (SLFRF) – American Rescue Plan**

The City formerly made application to the SLFRF program and received an award of \$1,179,010.00. The City has received half of this allocated amount and will receive the second half after spending the first deposit. City has elected to receive “standard allowance” for government services.

#### Dates:

» Funds must be obligated by December 31, 2024

» All expenditures must be complete by December 31, 2026

American Rescue Plan Info:

- Electing the “standard allowance” to spend on government services
  - Government Services generally include any service traditionally provided by government unless Treasury has stated otherwise. Here are some examples:
    - Construction of schools and hospitals
    - Road building and maintenance and other infrastructure
    - Health Services
    - General Government administration, staff, and admin facilities
    - Environmental remediation
    - Provision of police, fire, and other public safety services, including purchase of vehicles
  - **However, these funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations)**
  - All projects MUST follow 2CFR procurement.
  - No construction of the following:
    - New correctional facilities as a response to an increase in rate of crime. New congregate facilities to decrease the spread of COVID 19 in the facility. Convention centers, stadiums or other large capital projects intended for general economic development or to aid impacted industries.
- Funds cannot be used for payments for debt services or replenishing rainy day funds.

**All information included in this report is accurate as of November 3rd, 2022 at 12:00pm. After that time, information is subject to change. If you have any questions, please send them to [brobinson@cityofapalachicola.com](mailto:brobinson@cityofapalachicola.com)!**

Finance Director – Mark Gerspacher

City Commission Meeting –November 8, 2022 –  
4:00pm

**1. 2020 – 2021 Audit**

The audit for Fiscal Year 2020 – 2021 should be complete in the next two weeks with a draft report. A final report will be ready for approval at the next commission meeting. Once complete, we will go straight into the 2021 – 2022 audit which will put us back on schedule.

**2. Banyan**

The technical issues with Banyan have been worked out and we can now move into the implementation phase. We will be working on the chart of accounts in the next week and then move into conversion and training. Anticipated implementation date is January 1.

**3. RFP for Elevated Tank Coating**

We will be sending out an RFP for the coating of the elevated tank next week.

# **ATTORNEY REPORT**

**TO:** City Commission, City of Apalachicola  
**FROM:** Daniel W. Hartman, Esq.  
**DATE:** November 2022  
**SUBJ:** City Attorney Report for Commission Meeting

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**1. Supplement to Procurement Policy**

This is still ongoing and is anticipated to be ready for review during the December 2022 Commission Meeting.

**2. Litigation – Butler, Cameron, Hall - Resolved**

The City was sued in three related cases - two wrongful death and one personal injury cases. Case No.(s): 2014 CA 298 – Estate of Cameron; 2015 CA 15 - Estate of Hall and 2016 CA 246 - Butler. The Commission approved the settlement amount in return for settlement/release and dismissal of the cases at the September 6, 2022 meeting. The settlement/release has been executed and is attached to this report. The City's approved contribution towards the settlement amount is \$75,000.00, the balance being provided by our insurer. I will advise when the dismissals have been filed.

MINUTES OF THE PUBLIC HEARING & REGULAR MEETING APALACHICOLA CITY COMMISSION  
TUESDAY, OCTOBER 4, 2022, 4:00PM BATTERY PARK COMMUNITY CENTER.

PRESENT: Mayor Brenda Ash Janelle C. Paul, Deputy Clerk  
Commissioner Anita Grove Dan Hartman, Attorney  
Commissioner Despina George Travis Wade, City Manager  
Commissioner Adriane Elliott  
Commissioner Donna Duncan

**I. CALL TO ORDER**

Mayor Brenda Ash called the meeting to order with the invocation and pledge.

**II. AGENDA ADOPTION**

Commissioner Adriane Elliott made motion to adopt the agenda with a second by Commissioner Anita Grove. Motion carried 5-0.

**III. PRESENTATIONS – 1. Scott Dudley – Florida League of Cities -  
Catalyst Grant Award - Library**

Mr. Scott Dudley, with Florida League of Cities presented a check in the amount of \$2,500.00 to Librarian Lucy Carter on behalf of the library. Ms. Carter asked to thank Bree Robinson for writing the Catalyst Grant for this award to be possible.

**III. PRESENTATIONS – 2. The Southern Group – Legislative Update**

The Southern Group gave an update listing projects and schedule of upcoming Legislative Session. They have also prepared a draft of proposed revisions and will send to Manager Travis Wade for finalization. She will attend November's meeting.

**IV. PUBLIC HEARING**

Attorney Dan Hartman read Noise Ordinance 2022-01 by title.

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA AMENDING ORDINANCE NO. 2015-01 REGULATING AND PROHIBITING THE EMISSION OF HARMFUL NOISE; DECLARING SAID NOISES TO BE DETRIMENTAL TO THE PUBLIC HEALTH, COMFORT, CONVENIENCE, SAFETY, WELFARE AND PROSPERITY OF THE RESIDENTS OF SAID CITY; ESTABLISHING AND DEFINING CERTAIN TERMS; ESTABLISHING AND PROVIDING FOR CERTAIN EXCEPTIONS; PROHIBITING THE MAKING, CAUSING OR ALLOWING OF SAID NOISES WHICH CAUSE A NOISE DISTURBANCE OR EXCEED CERTAIN SOUND LEVELS; PROVIDING FOR TECHNIQUES TO BE USED IN MEASURING LEVELS OF SAID NOISE AND THE ESTABLISHMENT OF SAID LIMITS; PROVIDING FOR PENALTIES; PROVIDING FOR ADDITIONAL CIVIL REMEDIES AND CITATIONS; PROVIDING FOR THE REPEAL OF ANY ORDINANCE OR PARTS THEREFROM IN CONFLICT HEREWITH; PROVIDING FOR SPECIAL PERMITS; PROVIDING FOR APPEALS



OF SPECIAL PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comments consisted of the following: 1) asking for special event clarification; 2) loud event downtown; and 3) thank you to the Commission for your work regarding this ordinance.

Commissioner Elliott discussed the decibels and said it would be a shame if Apalachicola looked like a carbon copy of 30A.

Commissioner Grove stated special events includes Festivals, Home Tours, and weekend events. Police department will handle complaints regarding noise, so please call on them if you have a concern.

Attorney Hartman mentioned special events require approval by City Manager.

Mayor Ash closed the Public Hearing and Opened Regular Meeting

**VI. PUBLIC COMMENT**

Public comments consisted of the following: 1) Farmer’s Market; 2) letting the Market run the Market; 3) Palmer Pointe Development; 4) Stormwater; 5) Floating Dock; and 6) Encroachment Policy.

**VII. UNFINISHED BUSINESS - NOISE ORDINANCE 2022-01 –  
FINAL READING AND ADOPTION**

Attorney Hartman read Noise Ordinance 2022-01 by title:

AN ORDINANCE OF THE CITY OF APALACHICOLA, FLORIDA AMENDING ORDINANCE NO. 2015-01 REGULATING AND PROHIBITING THE EMISSION OF HARMFUL NOISE; DECLARING SAID NOISES TO BE DETRIMENTAL TO THE PUBLIC HEALTH, COMFORT, CONVENIENCE, SAFETY, WELFARE AND PROSPERITY OF THE RESIDENTS OF SAID CITY; ESTABLISHING AND DEFINING CERTAIN TERMS; ESTABLISHING AND PROVIDING FOR CERTAIN EXCEPTIONS; PROHIBITING THE MAKING, CAUSING OR ALLOWING OF SAID NOISES WHICH CAUSE A NOISE DISTURBANCE OR EXCEED CERTAIN SOUND LEVELS; PROVIDING FOR TECHNIQUES TO BE USED IN MEASURING LEVELS OF SAID NOISE AND THE ESTABLISHMENT OF SAID LIMITS; PROVIDING FOR PENALTIES; PROVIDING FOR ADDITIONAL CIVIL REMEDIES AND CITATIONS; PROVIDING FOR THE REPEAL OF ANY ORDINANCE OR PARTS THEREFROM IN CONFLICT HEREWITH; PROVIDING FOR SPECIAL PERMITS; PROVIDING FOR APPEALS OF SPECIAL PERMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Grove made a motion to adopt Noise Ordinance 2022-01. Commissioner Despina George seconded, and the motion carried 4-1. Opposed: Commissioner Adriane Elliott

**V. NEW BUSINESS**

**VI. MAYOR AND COMMISSIONER COMMENTS**

Commissioner Elliott suggested that we stay on course of scheduling a workshop with the Southern Group.

**VII. CITY MANAGER COMMUNICATIONS**

Travis Wade – See Attachment “A”

Manager Wade commented the New Business was moved to November.

Mr. Wade announced that the city donated four pallets of water to the convoy heading down South to hurricane victims.

Commissioner Grove asked City Manager to follow up with City hurricane preparedness. Manager Wade agreed that he will and will also have the old City Hall door removed.

**VIII. FINANCE DIRECTOR**

Mark Gerspacher – See Attachment “B”

Finance Director Mark Gerspacher has submitted forms to the tax accessors office and TRIM notices to the State.

The Battery Park kiosk has been installed but is not running yet. Credit card provider has not responded to us regarding the issue with credit card payments. We are moving forward with a new provider and hope to be up and running soon.

Banyon Utility Billing and IT Department are working together to get issues resolved to have new software program up and running soon.

Mayor Ash asked when we should have Audit reports. Finance Director Mark Gerspacher said the Audit process is finishing up 2020-2021 and we will begin 2021-2022 to be back on schedule with audit process.

**IX. GRANTS COORDINATOR COMMUNICATIONS**

Bree Robinson – See Attachment “C”

No additional comments. Mayor Ash asked that Bree update the grants spread sheet.

**X. ATTORNEY COMMUNICATIONS**

Dan Hartman – See Attachment “D”

Attorney Hartman said a workshop for Encroachments and grace periods is a good idea to get public opinion. P & Z should have workshop and create a draft document.

Commissioner Grove made motion for P & Z to conduct a public workshop on encroachment policy. Commissioner Elliott seconded the motion with discussion.

Commissioner Elliott asked that a follow up workshop date with this body to get completed in a timely manner.

Commissioner George said workshops with P&Z are for changes to Land Development code. This should be a city commission workshop not to change Land Development Code and not to have as a public workshop.

Commissioner Grove agrees with Commissioner George if P&Z is included.

Motion failed.

Commissioner Grove rescinded her motion with Commissioner Elliott rescinding her second.

Commissioner Grove made a motion to workshop encroachment policy. Commissioner Elliott seconded and the motion carried 5-0.

A date for this workshop was set for October 20, 2022, at 5:00pm.

Mayor Ash asked Attorney Hartman his thoughts regarding comments for Palmer Pointe Development.

Attorney Hartman advised everyone to attend the workshops to voice their concerns.

Mayor Ash had a meeting concerning Farmers Market where funds were requested to be removed from Farmers Market and start a new Farmers Market. Mayor Ash requested this be placed on November agenda as current Farmers Market Director is not present at this meeting.

Commissioner George asked how close we are to having the lease ready for the African American Museum. Can we schedule a special meeting for review of this lease.

A special meeting was set for November 20, 2022, at 5:00 – 5:15 to review the HCA lease, with a workshop being scheduled for same date at 5:15pm.

After further discussion a special meeting was rescheduled for October 11, 2022, at 5:00pm to discuss the agreement of HCA building and lease of African American Museum.

Mayor Ash asked all commissioners to send Manager Wade their schedules to have an encroachment workshop date scheduled.

**XI. CONSENT AGENDA**

Commissioner George made a motion to adopt the consent agenda. Commissioner Grove seconded and the motion carried 5-0.

**XII. DEPARTMENT REPORTS**

**XIII. ADJOURNMENT**

Commissioner Elliott made a motion to adjourn the meeting. Commissioner Duncan seconded and the motion carried 5-0.

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Brenda Ash, Mayor

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Janelle C. Paul, Deputy City Clerk

## City Manager Updates

**Hurricane Ian Preparation:** I met with Mayor Ash and City Department heads to discuss preparations for Hurricane Ian when models presumed the storm could impact our area. Public Works began focusing on preparing the stormwater system for large amounts of rainfall. Wastewater Department prepared the WWTP for the same. The Water and Wastewater Field Crew checked (and repaired when necessary) the generators at the wells and lift stations, in addition to other preparations for the storm. Although we later learned that the storm path changed, staff continued to prepare for any impact we could see.

**Battery Park Marina:** The kiosk has been installed and was in the process of being activated when storm preparation delayed it. The kiosk was removed and taken to Public Works and will be reinstalled next week. We expect that it will be activated next week and boat ramp fees and overnight camping fees will be paid in that manner beginning at that time.

**Photographs:** Bree and I took photographs of all City properties in preparation for Hurricane Ian. We instituted a program by which these photographs will be updated prior to hurricane season every year for insurance and FEMA reimbursement purposes.

## Finance Director – Mark Gerspacher

### City Commission Meeting –October 4, 2022 – 4:00pm

**1. 2022 – 2023 Budget**

The 2022-2023 budget was passed on September 27, 2022. The resolution for the millage rate and ordinance for the budget have been submitted to the property appraiser's office. All documentation that is required for the TRIM process is being submitted to the State. It is due by October 15.

**2. Continuing Engineering**

Contracts for the firms selected from the Continuing Engineering RFQ were mailed out and all but 2 have been received back. The other two were delayed by the storm this week and one the firms relocating to a new office.

# Grant Updates – Bree Robinson

City Commission Meeting – Tuesday, September 6, 2022

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**1. Florida Department of Transportation – SCOP Grant Application – Leslie Street**

City Commission passed Resolution 2022-01 on 2/23/22 for the City of Apalachicola to apply for funding for Leslie Street. Application was submitted electronically on 3/4/22. The City requested \$610,169.30 to remedy the underground issues, resurfacing the entire street length, and for new road signs based off engineer's estimate and recommendations.

**AWARDED! – City was awarded the full amount for Leslie Street! This funding window begins July 1, 2023, and ends June 30, 2024. We will take steps to make sure this work can be completed ASAP.**

**2. DEO Rural Infrastructure Fund – Drainage Basin Analysis Phase II + Camera Work of Stormwater Lines**

An application requesting \$300,000 with no local match from the DEO Rural Infrastructure Fund was submitted on 8/31/22. The application was for the Phase II of a Drainage Basin Analysis that began in 2018. This \$300,000 grant proposal would fund an analysis of the drainage basins that border Apalachicola River and Bay. The proposal also includes funding to begin camera-work of the stormwater lines in the phase I, as recommended in that report. (We have to survey the damage before we can move forward on repairs.) The grant asks for \$110,000 for the analysis and mapping (per engineer estimate), \$5,000 for public education (grantors like to see we are promoting our message/work), \$24,000 in admin, and \$161,000 in camera-work for the phase I drainage basin area. This is a total of \$300,000 and there is no required local match.

Basins 11 and 3 were covered by the 2018 grant. This grant application would address the following basins: 1, 2, 4, 5, 6, 7, 8, 9, 10, 12-19. (MAP ATTACHED!) - **APPLIED**

**3. Firehouse Subs Public Safety Foundation – Hurst Rescue Tools "Jaws of Life"**

An application requesting \$34,065.00 for Jaws of Life rescue tools for the Apalachicola Volunteer Fire Department was submitted online 4/7/22. These tools were a request from the VPD and will aid them in their efforts. If funded – the grant program will handle ordering, etc. No match required. **DENIED & REAPPLIED 7/7** in the amount of \$36,795.00, as cost of materials went up. - Waiting for updates, have been advised that most projects are funded by Firehouse Subs after 3 complete applications. Will keep submitting.

**4. *Water Treatment Plant Improvements - Rural Infrastructure Fund – DEO FY 21/22***

**FUNDED!** Application submitted electronically on 5/26/22 to the RIF program through DEO for fiscal year 21/22. City applied for \$150,000 for engineering services that are going to be needed as we navigate the Potable Water Consent Order and will set us up to apply for more funding down the line. City was FUNDED for \$147k.

Funded:

- Evaluation of Existing Conditions
- Enhanced Sampling Plan, Hydraulic Modeling, and Treatability Studies
- Alternatives Analysis
- Facilities Plan Report

Continuing Services Agreements with Engineers are in the works and advertised. Will award project after this process.

**5. *Library Improvements – Signs/Little Libraries - Florida League of Mayors 2022 City Catalyst Grants***

Application submitted electronically 6/2/22 on behalf of the Apalachicola Margaret Key Public library. Requested the max ask of \$2,500 to purchase two lockable display billboards and two "Free Little Library" setups. The lockable displays are to be placed on the façade of the library. These displays will be used to post public events, library programs, etc. The little library setups will be used for the library to join the Free Little Library program, as the goal is to place these the greenspaces/parks around Apalachicola. – **FUNDED!** Waiting to receive funds.

**6. *City of Apalachicola Old City Hall Structural Repair – Special Categories DOS***

Application submitted electronically 5/31/22 for structural repairs for the Old City Hall building. (Middlebrook Building) Amount requested was \$395,000 with an in-kind match of \$98,750 for a total project budget of \$493,750. The goal of this application is to secure funding to complete the Old City Hall Renovation and support the ongoing repairs funded through the NPS grant. The purpose is to stabilize the building, by proposing to install an interior rigid steel frame to provide the structural integrity of the building exterior masonry and support the historic second floor wood frame. – **Applied - Waiting for updates.**

**7. *CPTA Community Planning Technical Assistance Grant Program – DEO***

Application submitted 4/1/22 for updates to our local comprehensive plan as well as complete Phase 2 of the Apalachicola Areas of Critical State Concern Work Plan. If granted, grantee shall analyze the City of Apalachicola's current local comprehensive



plan and present required and recommended update to the City Commission considering resiliency. These ideas will be vetted through community engagement and based on feedback received from the community and City Commission, final amendments to the local comprehensive plan will be prepared for public hearing and subsequent transmission to DEO. The City will also undertake Phase 2 of the Areas of Critical State Concern Work Plan by updating the infrastructure project list and conducting project scoping and economic analysis for priority projects in preparation for the funding available through the Bipartisan Infrastructure Act as well as other state and federal grant opportunities. - **AWARDED!!!** Waiting for agreement. Have been answering questions on scope for agreement.

**8. Florida Fish and Wildlife Conservation Commission – Florida Boating Improvement Program – Bay Avenue Seawall Construction**

Full application submitted to FWC on 4/1/22 requesting \$257,267 with a \$28,000 (budgeted) City contribution to complete the Bay Avenue Seawall project. The Bay Avenue Seawall has large cracks and structural damage. The City of Apalachicola previously worked with Dewberry Engineers to create engineered construction plans for the project (2017) – with these plans in hand we applied for the construction phase of the Bay Avenue Seawall project.

- Attended a panel on 6/28 to go over any final questions with the FWC panelist. We are in the running to be funded, but there are several other large projects also in the running. Past year awards seem to award one large project and then a number of smaller projects.
- **NOT FUNDED! I spoke with the FWC FBIP Program Manager and while we were a contender, we did not make the cut off for funding. There was a large project that swallowed up the majority of the FBIP funding. We were advised to re-submit next year for the same project and that is the City's intent, unless another funding source for repairs comes available.**

**9. Department of Historical Resources African American Cultural and Historical Grants – Apalachicola African-American History Museum**

Awarded \$1million with a \$250k match from the City for a new construction museum next to Holy Family.

- Due to rising construction costs, the project scope has been changed from a 2-level, 2,500SQF footprint building to a 1-level 2,000SQF building with elevated ceilings. Priorities include:
  - High Security
  - Storage Room
  - Office Space
  - Breezeway to Holy Family
  - Greeting Station/Small Gift Shop Area

- o ADA Accessible Bathrooms
- o Controlled Lighting for Exhibits
- o Building with Room for Add-On at later date
- **FUNDED!** Have submitted the project work plan and budget for the agreement draft from DOS. 8/25

**10. HMGP – Backup Generator for Vacuum Station (108 Avenue F)**

Grant application was submitted for \$170,000 for a new backup generator. (Current in use is too small for need.) Had to apply for a portable generator instead of stationary, as they will not fund for a stationary one in a flood zone. Multiple RFIs (requests for information) were received and answered. **Still waiting for updates.**

**11. Leslie Street - FEMA**

**APPEAL DENIED!**

Will be covered by FDOT SCOP project.

**12. National Park Service Hurricane Michael Repair/Mitigation - Grants for Repair and Restoration of the Montgomery Cotton Warehouse (Old City Hall) and the Harrison-Raney Cotton Warehouse (HCA)**

**Old City Hall** – RFP’s for contract work being drafted and will be issued soon.

**HCA** –RFP’s for contract work being drafted and will be issued soon.

**\$ First deliverables have been met and are in the process of being reimbursed! \$**

**13. Grants Update -**

- a. **FDOT City Landscaping** – City was reimbursed for \$193k landscaping costs after FDOT inspection and reimbursement package sent in. Landscaping and maintenance have been “completed.”
  - i. There were issues with the grass drying out during the maintenance period, Gaskin to extend maintenance and re-plant as necessary per our contract and their warranty. **Re-plant happening soon – Dan is in contact.**
- b. **CDBG-DR Infrastructure** – Avenues Stormwater Repair Project is moving forward. Engineer Procurement and design will need to be secured and created along with environmental review and clearance, then we are

scheduled to bid out and begin construction in November. ALL policies needed have been completed!

- c. **CDBG-DR Hometown Revitalization** –Riverfront Revitalization and Hill Community Revitalization projects: City in environmental exemption process on administrative and engineering services. ALL policies needed have been completed!
  - Hill Community (M0033): CENST approval memo was issued by DEO on July 14, 2022. The city is currently working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review.
  - Riverfront (M0034): CENST approval memo was issued by DEO on July 14, 2022. The city is currently working on the RFQ for engineering procurement. Once an engineer is on board, we'll be able to confirm scope of work and begin environmental review.
- d. **HMGP Emergency Generators** – Received and signed Release of Funds forms for CDBG-DR DEO match – HMGP has funded the generators and agreement signed. HMGP admin bidding was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO.
- e. **HMGP Market Street Vacuum Station** - Received and signed Release of Funds forms for CDBG-DR match – HMGP has funded the generators and agreement signed. HMGP admin was advertised and has closed. Advertised in The Democrat per MSA paper standards from DEO.
- f. **Michael FEMA Projects Updates**
  - i. **Bodiford** - BODIFORD PLANS COMPLETE! Waiting for exemption for permits from FEMA to be reviewed.
  - ii. **Scipio** – Designs from Dewberry draft complete – waiting for full. Waiting for scope verification from FEMA to bid out.
  - iii. **Alleyway Repairs** – Alleyway: 3, 7, 9, 8, 10, 11, 6, 2, 5, 12, 4 Crushed Shells to be replaced. Extensions requested for all FEMA projects – extension granted.
  - iv. **Old City Hall and HCA Contents loss** – Ordering replacement items from loss. (Funding already received – just needs to be ordered and receipts turned in.) Partially ordered – postponing ordering of remaining items until back room flooring of City Hall complete to place items in.
  - v. **Lafayette Park** – Boardwalk work and lighting donation have been COMPLETED! It appears that we were supposed to be exempt from permits for this work per engineer opinion, since there was no in-water repairs, but we are waiting for USACE and DEP to confirm this with FEMA before this project can close out and Bodiford and Scipio can begin.

- vi. **Hurricane Sally** – Almost all Sally projects are completed and finalized. Uploading receipts to finish.
- g. **DEP – WWTP Tank Cleaning** –WORK COMPLETED! Filed for reimbursement of funds, \$116k, on 7/24/22. Check received 8/16. Project closed out.
- h. **Department of Historical Resources 2023 Small Matching Grant – Black History Trail. FUNDED!** Docs for agreement in progress.

**14. DEP Applications – Resilient Florida + Water Restoration Assistance - WWTP & Vulnerability Study**

**WWTP-**

Grant #2 is an application for the WWTP totaling \$14 million - the City of Apalachicola was approved for the full \$14 million for new equipment and relocation. DEP contacted us and let us know we had 2 duplicated grant efforts both submitted to them. Both are for the WWTP – and combined could cover the entire WWTP Project costs, headworks and all. DEP has agreed, with some preliminary efforts to ensure the scope and pricing are as they should be.

- Scope of works for both efforts are in progress! Cost breakdown below:
- DEP requested several documents to send out agreements – documents supplied. Still ongoing.
- Have been notified that Continuing Services Agreements can be use for both efforts if correct for CFR Compliance – Waiting for bids to close for Engineering. **(Due 8/5, Finance Director is handling this procurement.)**

**COST:** The Total Estimated Cost of this Project is \$18,927,391. The anticipated funding breakdown is for FDEP to fund approximately \$5,551,875, and FDEP-SRF to fund \$13,375,516.

**Vulnerability Study-**

Grant #1 Vulnerability Study – FUNDED! Documents requested for agreement to be drafted – in progress.

**15. USDA Water Street Sidewalk and Lighting –**

**Staff review from USDA is complete! Pre-construction meeting took place 8/16 and all requested documents were provided. Construction by CWR Contracting, Inc. is in progress!**

**16. Coronavirus State and Local Fiscal Recovery Funds (SLFRF) – American Rescue Plan**

The City formerly made application to the SLFRF program and received an award of \$1,179,010.00. The City has received half of this allocated amount and will receive the second half after spending the first deposit. City has elected to receive "standard allowance" for government services.

Dates:

- » Funds must be obligated by December 31, 2024
- » All expenditures must be complete by December 31, 2026

American Rescue Plan Info:

- Electing the "standard allowance" to spend on government services
  - Government Services generally include any service traditionally provided by government unless Treasury has stated otherwise. Here are some examples:
    - Construction of schools and hospitals
    - Road building and maintenance and other infrastructure
    - Health Services
    - General Government administration, staff, and admin facilities
    - Environmental remediation
    - Provision of police, fire, and other public safety services, including purchase of vehicles
  - **However, these funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (uses of funds that undermine COVID-19 mitigation practices in line with CDC guidance and recommendations)**
  - All projects MUST follow 2CFR procurement.
  - No construction of the following:
    - New correctional facilities as a response to an increase in rate of crime. New congregate facilities to decrease the spread of COVID 19 in the facility. Convention centers, stadiums or other large capital projects intended for general economic development or to aid impacted industries.
- Funds cannot be used for payments for debt services or replenishing rainy day funds.

**All information included in this report is accurate as of August 31, 2022 at 3:00pm. After that time, information is subject to change. If you have any questions, please send them to [brobinson@cityofapalachicola.com](mailto:brobinson@cityofapalachicola.com)!**

# **ATTORNEY REPORT**

**TO:** City Commission, City of Apalachicola  
**FROM:** Daniel W. Hartman, Esq.  
**DATE:** October 2022  
**SUBJ:** City Attorney Report for Commission Meeting

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**1. Supplement to Procurement Policy**

Under Old Business on the Agenda we have a draft of Policy 2022-02 intended to supplement the existing City CDBG procurement policy. Specifically, it is intended for use when procuring products or services not related to the City's Community Development Block Grant Program.

**2. Encroachment Policy/Grace Period**

I would ask the Commission to provide any remaining guidance as to a proposed grace period policy designed to deal with encroachment into City right-of-ways (ROWS). Specifically on the following questions:

- a. Duration – (1, 2 or 3 years?)
- b. Application (Streets, alleys, other?)
- c. Type (Sheds, fences, landscaping, hardscape, primary structures, other?)
- d. Action (remedy or receive encroachment agreement by end of grace period)
- e. Conditions (require owners to register in order to take advantage of grace period, other?)

Once the Commission elects to proceed with a draft policy and I have guidance on these issues I will finalize a draft for review at the November 2022 meeting.

MINUTES OF THE SPECIAL MEETING OF THE APALACHICOLA CITY COMMISSION HELD  
TUESDAY, OCTOBER 11, 2022, 5:00 PM AT THE APALACHICOLA COMMUNITY CENTER.

PRESENT: Mayor Brenda Ash  
Commissioner Anita Grove  
Commissioner Despina George  
Commissioner Donna Duncan  
Commissioner Adriane Elliott

Travis Wade, City Manager  
Deborah Guillotte, City Clerk  
Dan Hartman, Attorney

**CALL TO ORDER**

Mayor Brenda Ash called the meeting to order.

**II. AGENDA ADOPTION**

Commissioner Adriane Elliott made a motion to approve the agenda. Commissioner Anita Grove seconded, and the motion carried 5-0.

**III. PUBLIC COMMENT**

No public comment.

**IV. NORTH FLORIDA AFRICAN AMERICAN CORRIDOR PROJECT - AGREEMENT**

Attorney Hartman reviewed changes to the North Florida African American Corridor Agreement. The Commission agreed to Section 22 being 120 days written notice of termination to the other party.

Commissioner Grove made a motion to accept the lease agreement as presented and authorize staff signature once a clean copy has been provided. Grove Commissioner Despina George seconded, and the motion carried 5-0.

**V. LOCAL TECHNOLOGY PLANNING TEAM/TDC REVIEW COMMITTEE - APPOINTMENTS**

Commissioner Grove made a motion to appoint Commissioner Adriane Elliott to the Local Technology Planning Team. Commissioner Donna Duncan seconded, and the motion carried 5-0.

Commissioner Duncan made a motion to appoint a Commissioner Anita Grove to the Tourist Development Selection Committee. Commissioner Elliott seconded and the motion carried 5-0.

<b>VI. ADJOURNMENT</b>
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Commissioner Elliott made a motion to adjourn the meeting. Commissioner Grove seconded and the motion carried -0.

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Brenda Ash, Mayor

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Deborah Guillotte, City Clerk



**CITY OF APALACHICOLA**  
PLANNING & ZONING BOARD  
REGULAR MEETING  
MONDAY, October 10th, 2022  
Community Center/ City Hall -1 Bay Avenue  
Minutes

**Regular Meeting: 6:00 pm**

**Attendance: Al Ingle, Elizabeth Milliken, Chase Galloway, Joe Taylor, Jim Bachrach**

1. Approval of September 12<sup>th</sup>, 2022 regular meeting minutes.
  - **Motion to approve by Jim Bachrach; 2<sup>nd</sup> by Elizabeth Milliken. All in favor – motion carries.**
  
2. Review, Discussion and Decision for New Construction. **(Historic District) (C-2) @ 911 Address Needed.** Block 160, Lots 4&5. For B. Desloge -Owner; Contractor: Salty Dog Construction, LLC
  - **Motion to approve contingent upon the 2 parcels being parceled together with Franklin County Property Appraiser by Jim Bachrach; 2<sup>nd</sup> by Chase Galloway. All in favor – motion carries.**
  
3. Review, Discussion and Decision for Shed. **(R-2) @ 21 18<sup>th</sup> Street,** Block 251, Lot N/A. For G. Hendels Jr. -Owner; Contractor: Self
  - **Motion to deny by Jim Bachrach; 2<sup>nd</sup> by Joe Taylor. All in favor – motion carries.**
  
4. Review, Discussion and Decision for Sign. **(Historic District) (C-2) @ 95 Avenue I.** Block 169, Lot 1. For C. Jones–Owner; Contractor: TBD
  - **Motion to approve by Joe Taylor; 2<sup>nd</sup> by Elizabeth Milliken. All in favor – motion carries.**
  
5. Review, Discussion and Decision for Sign. **(O/R) @ 79 6<sup>th</sup> Street,** Block 16, Lot 6-8. For Trinity Episcopal Church -Owner; Contractor: TBD
  - **Motion to deny by Jim Bachrach; 2<sup>nd</sup> by Joe Taylor. All in favor – motion carries.**

**CITY OF APALACHICOLA**  
PLANNING & ZONING BOARD  
REGULAR MEETING  
MONDAY, October 10th, 2022  
Community Center/ City Hall -1 Bay Avenue  
Minutes

6. Review, Discussion and Decision for Sign – Palmer Pointe Townhomes. **(R-2) @ 270 Prado. Block 265.** For Mexico Beach, LLC – Owner; Contractor: Rudnick Development/Sean Marston, P.E.

- **Motion to approve by Jim Bachrach; 2<sup>nd</sup> by Elizabeth Milliken. All in favor – motion carries.**

7. Review, Discussion and Decision for Final Plat Approval – Palmer Pointe Townhomes. **(R-2) @ 270 Prado. Block 265.** For Mexico Beach, LLC – Owner; Contractor: Rudnick Development/Sean Marston, P.E.

- **Motion to approve with below contingencies by Jim Bachrach; 2<sup>nd</sup> by Joe Taylor. All in favor – motion carries.**
- **Contingencies:**
  - **Labeling errors as noted on the Final Plat Review from CDG addressed and fixed on Final Plat.**
  - **Final Plat reflects a 14' utility/drainage easement for storm water dedicated to the City on the Eastern side of the property.**
  - **Applicant will coordinate, size, and install a proper culvert at the appropriate chokepoint.**
- **This does not equal a Final Plat approval or record – this means that P&Z has approved the Final Plat to be sent to the City Commission for their final approval. Final Plat is going to be on the agenda for the November regular City Commission meeting.**

Other/New Business: **N/A**

Outstanding/Unresolved Issues: **N/A**

**Motion to adjourn by Chase Galloway; 2<sup>nd</sup> by Joe Taylor.**

Approved: Al Ingle 25 Oct 2022



# APALACHICOLA POLICE DEPARTMENT

September 2022

As school has started back, our officers are back on crossing duty during the morning and afternoon. This month APD participated in several funeral escorts. We made one DUI arrest this month. Day shift has been actively giving out warnings and/or writing tickets for illegal parking throughout town. Several boat trailers have been parked illegally at the marina. We were honored this month to do an escort for a birthday parade for Ms. Speed for birthday # 102!

## September 2022 Totals

Traffic Stops/ Warnings/ citations	29	
Arrests/ Warrant Requests	6	
Traffic Accidents	3	
Burglary/Theft calls	5	
Assist Citizens/ Complaints/investigations		830
Trespass Warnings/agreements	6	
Business alarm calls/building checks/welfare checks		540
assist county call/other agencies	25	
Assist Animal control	0	
Domestic cases involving violence/disturbance calls		0
Drugs	0	
Total calls from dispatch	1733	

APALACHICOLA VOLUNTEER  
FIRE/RESCUE  
July 2022 – 22 Calls

Monthly Report

1. Accidents	<u>2</u>	8. Life Flights	<u>3</u>
2. Life Assist EMS	<u>11</u>	9. Search/Rescue	<u>0</u>
3. Bi-Mo. Meetings	<u>2</u>	10. Training	<u>1</u>
4. Brush Fires	<u>      </u>	11. Transformer Fires	<u>      </u>
5. House Fires	<u>3</u>	12. Cars	<u>      </u>
6. Vehicle	<u>1</u>	13. 1 <sup>st</sup> Responder Calls	<u>29</u>
7. Gas Leaks	<u>      </u>	14. Vessels	<u>0</u>

FIREFIGHTER ATTENDANCE

1. George Watkins	<u>5</u>	11. Chris Love	<u>6</u>
2. Fonda Davis	<u>2</u>	12. Avery Scott	<u>6</u>
3. Ginger Creamer	<u>20</u>	13. Troy Morrison	<u>18</u>
4. Albert Floyd	<u>3</u>	14.	<u>0</u>
5. Rhett Butler	<u>2</u>	15. Anthony Croom	<u>2</u>
6.	<u>      </u>	16. Scott Brackett	<u>4</u>
7. Palmer Philyaw	<u>0</u>	17. Skylar Newell	<u>0</u>
8. Troy Morrison	<u>10</u>	18. Shannon Segree	<u>6</u>
9. Troy Segree	<u>15</u>	19. Adam Joseph	<u>5</u>
10. Rick Hernandez	<u>0</u>	20. Craig Gibson	<u>13</u>

**Additional Notes:**

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Recorded by: \_\_\_\_\_

Date: \_\_\_\_\_

APALACHICOLA VOLUNTEER  
FIRE/RESCUE  
August 2022 – 19 Calls

Monthly Report

1. Accidents	<u>2</u>	8. Life Flights	<u>          </u>
2. Life Assist EMS	<u>13</u>	9. Search/Rescue	<u>          </u>
3. Bi-Mo. Meetings	<u>2</u>	10. Training	<u>1</u>
4. Brush Fires	<u>          </u>	11. Transformer Fires	<u>          </u>
5. House Fires	<u>1</u>	12. Cars	<u>          </u>
6. Vehicle	<u>          </u>	13. 1 <sup>st</sup> Responder Calls	<u>22</u>
7. Gas Leaks	<u>          </u>	14. Vessels	<u>          </u>

FIREFIGHTER ATTENDANCE

1. George Watkins	<u>3</u>	11. Chris Love	<u>2</u>
2. Fonda Davis	<u>3</u>	12. Avery Scott	<u>5</u>
3. Ginger Creamer	<u>17</u>	13. Troy Morrison	<u>11</u>
4. Albert Floyd	<u>3</u>	14.	<u>          </u>
5. Rhett Butler	<u>3</u>	15. Anthony Croom	<u>3</u>
6.	<u>          </u>	16. Scott Brackett	<u>3</u>
7. Palmer Philyaw	<u>          </u>	17. Skylar Newell	<u>          </u>
8. Troy Morrison	<u>3</u>	18. Shannon Segree	<u>4</u>
9. Troy Segree	<u>11</u>	19. Adam Joseph	<u>5</u>
10. Rick Hernandez	<u>2</u>	20. Craig Gibson	<u>5</u>

**Additional Notes:**

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Recorded by: \_\_\_\_\_

Date: \_\_\_\_\_

The seal of the City of Apalachicola, Florida, is circular. It features a central figure of a person standing on a cross-like structure, possibly a ship's mast or a similar maritime symbol. The text "CITY OF APALACHICOLA" is written around the top inner edge of the seal, and "FLORIDA" is written around the bottom inner edge.

# CITY OF APALACHICOLA

152 Coach Wagoner Blvd. \* Apalachicola, Florida 32320 \* 850-653-9319 \*

## BUILDING DEPARTMENT

October 2022

- 29 Building Permits Issued
- 7 Building Permits in Process
- 62 Building Inspections
- 49 Certificates of Completion Issued
- 3 Certificates of Occupancy
- Daily Phone Inquiries & Emails Answered
- Several On-Site Meetings
- Daily Office Meetings
- Gibson Inn Addition-Pre Construction Meeting
- Records Requests
- 6 Planning & Zoning Applications -Support
- Quarterly Permit Fees Report Completed
- Oct. Building Dept. Fees brought in: \$15,895
- Building Dept. Fees ytd: \$122,162

CITY OF APALACHICOLA  
ADMINISTRATION DEPARTMENT  
October 2022

- Updated meeting calendar on website
- Payroll
- Finance Clerk posted revenues, expenses, pay accounts receivables, balance check accounts, purchase orders and tracking, research on all vendor accounts, and order city employee cell phones
- Assist staff with tree applications, utility bill issues
- Staff assisted with Cemetery, utility bills, garbage, permitting issues, city property rentals and other miscellaneous duties
- Completed tasks as assigned by the City Manager/Commission
- Public Records Request
- Annual golf cart sticker renewals
- Business License Renewal Notices and processing by City staff
- Boat launch stickers processed
- End of fiscal year audit process began

## City of Apalachicola public works monthly report

october 2022

The public works department, services all city vehicles and replaces all the tires on city vehicles, services all the mowers and weed eaters, cuts all city parks, cut all city properties, clean all city buildings, empty all garbage cans down town and city parks, clean city right of ways, cut city right of ways, and patch holes on city roads as needed.

- collected trash from down town and public parks receptacles three times a week.
- cut our routine main roads parks and cemeteries.
- completed 8 work orders.
- trimmed palm trees at laffette park.
- repaired several pot holes in city.
- fixed and replaced several stop signs.
- Serviced 1 vehicle.
- changed tires on two city vehicles.
- replaced radiator on city vehicle.
- removed several debri piles.
- completed routine maintenance on mowers and equipment at public works.
- replaced toilet valve at community building public rest room.
- put new ditch on prado for storm water drainage.
- fixed sink hole ave b.

Signed. Robert Osburn



City of Apalachicola  
**Utility Billing Clerk**     **October 2022**  
**Payment Reconciliation**  
 10/01/2022 through 10/28/2022

Category	Type	Payment Method	Count	Amount
Deposit Payments	Manual	NOT SPECIFIED	7	-1050.00
	Total - Manual		7	-1050.00
Total - Deposit Payments			7	-1050.00
Payments		CASH	226	-19203.50
		CHECK	982	-138684.40
		CREDIT CARD	344	-29888.41
	Total - Manual		1552	-187776.31
	Payment Reversal	CHECK	1	205.74
	Total - Payment Reversal		1	205.74
	Recurring	Bank Draft	556	-73849.96
	Total - Recurring		556	-73849.96
Total - Payments			2109	-261420.53
	GRAND TOTAL		2116	-262470.53

Payments processed in October -2,116

Work Orders Issued - 64

Work Orders Completed - 40

Delays with Postal Service on water bills - No penalties or shut off list per Travis  
 (Would have had 159 customers on Shut Off List)

Gave W/S dept the meter reading info on 10/17/22 - I checked with Rhett on 10/25 and he said the men were still working on readings and setting water taps

Bills will be mailed out early November due to delay in meter readings. I received them after lunch on 10/27 and have to be out due to family medical issue on 10/28 and 10/31.

Janelle C. Paul 10/28/22

## **Monthly Report for the Apalachicola Margaret Key Public Library October 2022**

### **Statistics:**

- 1,558 patrons visited our library this month. As a comparison, October 2021 had 595 visitors... This is fantastic growth!
- 29 new accounts opened - 305 patrons used our computers - 143 hours donated by our wonderful volunteers - 659 books/movies/audiobooks circulated - 316 items donated to the library - \$367.24 collected as library revenue
- 17,238 people reached with 51 Facebook posts - 88 accounts reached with 47 Instagram posts

October has been the library's busiest and most populous month all year! The Apalach Pumpkin Patch returned for its second year as a library fundraiser, a Halloween Costume Closet was launched so that anyone could "check out" a donated costume free of charge, and the library celebrated PorchFest! PorchFest raises money for local charities, and the library was the selected charity for the event this year. As a result, thousands of dollars were fundraised for the library's Friends group, the 501c3 non-profit, Patrons of the Apalachicola Library Society, P.A.L.S. These funds will go directly to purchasing music equipment, art supplies, and offering programming to support music and the arts in Apalachicola.

Volunteers continue to be at the heart of all the Apalachicola library can offer. The library thanks all of the P.A.L.S. members active in planning, coordinating, and helping set up for PorchFest, including: Elly Bissen, Janine Gedmin, Richard Lenhart, Liz Perkins and Ralph Schiefferle, Jan and Lowell Thomas, and Celia Winterringer. The library also thanks the Franklin County Sheriff's Office for the donation of a tent used for the event and to be used for future library events. In helping with the Apalach Pumpkin Patch, the library thanks the Public Works Department—particularly Robert Osburn, Tracy Stanley and Henry Sullivan who picked up and delivered pumpkins to the library from the Carrabelle IGA. Additionally, we thank the volunteers who helped in the Pumpkin Patch and Costume Closet: Elly Bissen, Andrea Carter, PJ Erwin, Sondra Taylor-Furbee, Marti Hoffman, Connie Justice, Bonnie Lewis, Elinor Mt. Simmons, Liz Perkins, Kerry Petty, Audie Pieper, Bonnie Stewart, Mary Whitesell, and Celia Winterringer. We also have new junior volunteers—middle schoolers from the Apalachicola Bay Charter School! Thank you to all the students who helped decorate the library, colored leaves to display, and wrapped books! Each of you helps to showcase the library as a community center. We extend our deepest thanks to all of you.

A new program this month was, "Rhythm, Rhyme, and Poetry" workshops held Thursday evenings with local author, Dawn Radford. Participants crafted their poetry and read work aloud in the finale workshop. Regular programs prospered this month with the most popular Book Club to date (held each month on the third Wednesday). The library's many other offerings: Writer's Group, Chess Club, Lego Club, and Homeschool Hangout all saw participation. Books for Babies hosted by Bring Me A Book Franklin's Karen Kessel, continues to attract children every Tuesday at 10:30am.

Our OneBlood Blood Drive also set a record in October with 15 blood donations! This equals out to be 45 lives potentially saved by life-giving blood. Free Legal Services were offered to the public with the Legal Services of North Florida visiting. And a special STEAM session took the library to Project Impact with PALS volunteer Richard Lenhart leading the fun with foaming pumpkins! PALS members also hosted a classic Movie Night with the original "Ghostbusters" and free popcorn.

Library hours are 10am to 6pm Monday - Friday and Sundays from 12pm to 4pm. We help patrons with reading, writing, and learning; as well as a suite of print/copy/scan/fax/and notary services. We loan books, movies, puzzles, and items from our Library of Things.

**Happy Fall!**

**Lucy Carter, Library Director & Isel Sánchez-Whiteley, Library Assistant**



# CITY OF APALACHICOLA CODE ENFORCEMENT

192 Coach Wagoner Blvd \* Apalachicola, Florida 32320 \* 850-653-8222

October 31, 2022

## CODE ENFORCEMENT OFFICE

October

8 Tree Permits (photos and site visits). One of these was a city permit.

6 Fence Permits (with site visits)

5 Fill Permits (with site visits).

3 Sidewalk Permits

1 Temporary sidewalk permit (4 days for building construction)

3 Dumping sites visited

3 Meetings regarding debris/blight on personal and city property

4 Ordinance violations posted

4 Stop Work Orders

5 Citations issued

4 Fines issued

1 Warning Citation

2 Camper trailer warnings

2 On-Site meetings - encroachment on city property

Case follow-up for tree fine at 270 Acola (phone meeting with arborist litigation specialist and Dan Hartman)

Daily Office Meetings

Daily phone inquiries & emails answered

Set up files for each client

Meeting with Judy Rice reference to impervious coverage percentage of her property

Multiple visits to 245 12<sup>th</sup> Street. (non-compliance and additional citations issued)

Ongoing investigation regarding 123 6<sup>th</sup> Street. Florida DEP and US Army Corps of Engineers phone meetings. Certified letter plus fines to Glen Coxwell to remove the illegal and unpermitted fill. Calculations for fill amount and lot coverage to Dan Hartman.

Measured two properties for pre-construction elevations for new construction.

Preliminary work on new short term private transient rental ordinance

Monitor 270 Prado development including meetings with Jason White and Frazier Collins

Sent Air BNB citation (fine) to homeowners at 29 5<sup>th</sup> Street

Continuous monitoring of violation properties.

Backflow test certified letters and site visits for non-compliant addresses

**Fees Collected**

Tree Permits	\$565 (\$350 City/ \$215 Tree Restoration)
Fence Permits	\$300
Fill Permit	\$500
Additional Fill	\$2200
Sidewalk Permits	\$600
Citations	\$250