



**AGENDA
LOCAL PLANNING AGENCY
THURSDAY, DECEMBER 2, 2021
5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS**

- 1. CALL TO ORDER**
- 2. ROLL CALL/PLEDGE OF ALLEGIANCE**
- 3. AGENDA APPROVAL**
- 4. APPROVAL OF MINUTES**
 - A. September 23, 2021**
- 5. SPECIAL PRESENTATION/ANNOUNCEMENTS**
- 6. PUBLIC COMMENT**
- 7. OLD BUSINESS**
- 8. NEW BUSINESS**
 - A. Nomination of Vice-Chair for Local Planning Agency**
 - B. Proposed Ordinance 21-21-CC - Required Inspections After Certificate of Occupancy**
 - C. Proposed Ordinance 21-15-PC Property Rights Element**
 - D. Proposed Ordinances 21-24-PC and 21-25-LC - Amending the Future Land Use Map (FLUM) and rezoning properties located at 2942 & 2970 Scenic Highway 98**
 - E. Proposed Conditional Use 21-35-CU Barks & Bubbles Pet Grooming**
 - F. Proposed Conditional Use 21-33-CU – Legacy Townhomes at 98 Palms**
- 9. BOARD MEMBERS COMMENTS/QUESTIONS**
 - A. James T. Wood, Jr.**
 - B. Darryl Shelton**
 - C. Karen Hudson**
 - D. Marcie Bell**

E. Jason Klosterman

F. Corey Ledbetter

10. NEXT MEETING DATE: TBD

11. ADJOURNMENT

Any person requiring a special accommodation at this hearing because of a disability or physical impairment should contact the City Clerk at (850) 837-4242 at least 48 hours prior to the hearing. If a person decides to appeal any decision made with respect to any matter considered at such meeting, such person will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. (Sec. 286.0105, Florida Statutes)

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**LOCAL PLANNING AGENCY
MEETING MINUTES
SEPTEMBER 23, 2021 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, September 23, 2021, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Darryl Shelton
Karen Hudson
Jason Klosterman
Corey Ledbetter

Members Absent

Marcie Bell

Staff Members Present

Kim Montgomery City Clerk
Steve O'Connor Senior Planner
Daniel Butler Planner
Traci Goodhart
Tunazzina Alam
Sae More
Louis Zunguze CD Director
Kim Kopp (remote)

3. APPROVAL OF MINUTES:

July 22, 2021

Motion by Agency member Shelton, seconded by Agency member Hudson to approve the July 22, 2021, minutes as written. The motion passed 4-0. Agency member Ledbetter was not present for the vote.

4. NEW BUSINESS:

A. Proposed Ordinances 21-19-LC

Mr. O'Connor read the ordinance by title into the record.

ORDINANCE NO. 21-19-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RELATING TO ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE; AMENDING CHAPTER 6, ARTICLE II "BUILDING CODE" OF THE CITY CODE OF ORDINANCES RELATING TO FLOOD ZONE REGULATIONS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR A

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**FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Ms. Goodhart, the Floodplain Manager for the city, explained the new flood maps put out by FEMA became effective in March 2021. Since, City Council directed staff to review the current flood ordinance and determine how to better modify it to improve design standards in flood zones. She spoke of how staff, in their review process, became aware that the AE and the VE Zones were being treated the same in the review process and realized there are no differences in the free board requirements. However, with the new FIRMS, they are seeing design standards being reduced on Holiday Isle. And the Comp Plan identifies Coastal A as being an area that is inundated by storm surge. So, per FEMA, staff has identified Coastal A, per the Comp Plan, only if identified in a Special Flood Hazard area, and allows for building towards the 2-foot free board and the minimum of the 200. So, those design standards stay the same as they previously were. This ordinance removes the technical requirements that identify the design standards in the Florida Building Code and the Comprehensive Plan and moves them over to the Land Development Code. And the next Ordinance, 21-19-LC, will amend the Land Development Code. Whereby taking those technical amendments from the Code of Ordinance to the LDC in Chapter 11.04, Flood Plain Management. Noting that the only difference is that the city still has the 2-foot free board design standard requirements in the V, high velocity zones and coastal A zones, which are most susceptible to storm surge. However, properties located in the AE zone may utilize engineered flood vents below design flood elevation.

The Chairman asked why the Coastal A zone is only in Holiday Isle and not all the way through Crystal Beach. According to Ms. Goodhart, Holiday Isle can potentially get impacted by flooding from both the harbor as well as the coast when water in the harbor begins to stack up from storm surge.

Agency member Shelton asked for clarification that the AE zone design standards will be the same as if it were in the VE zone? According to Ms. Goodhart, for V zones it would be measured at the bottom and for A zones it would be measured from the top of the slab. According to Agency member Shelton, they are already losing 2-feet on the cornice height and now this could potentially take away a third level on a house. According to Ms. Goodhart, when someone builds in a Special Flood Area it has to be measured from the 2-foot base height.

The Chairman opened the hearing to the public for comment.

Mr. Guy Tadlock spoke of how this could radically change the way homes can be built on Holiday Isle and feels this should have been workshopped prior to coming before this board for a recommendation. Such as the provision that states, "The use of fill for structural support is prohibited."

With no one else coming forward, the Chairman closed the public portion of the meeting and asked the Agency member for any additional comments.

In answer to Mr. Tadlock's concern, the Building Official, Noell Bell; stated the building standards for the Florida Association of Builders did not change. Other than the FEMA maps lowering the elevations. Adding that if someone is in a VE, they would have to lower the structure. And if they're

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in an AE, they have to measure to the finish floor, which requires to maintain a 2-foot freeboard in the coastal A area. Additionally, structural fill has never been allowed in a V-zone and building on pilings is encouraged. Because that is what FEMA wants. Additionally minor nonstructural fill is allowed for grading purposes only, but you cannot raise the topography over and above the adjacent neighbors.

The Chairman moved that LPA recommend City Council approval of Ordinance 21-19-LC which died for a lack of a second.

Motion by Chairman Wood to recommend approval contingent on a Council Workshop being held at a date yet to be determined. Agency member Shelton provided the second. The motion passed 5-0.

ORDINANCE NO. 21-20-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING LAND DEVELOPMENT CODE SECTION 11.04.00 FLOODPLAIN MANAGEMENT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING DEFINITIONS; AMENDING SECTIONS RELATING TO FLOOD RESISTENT DEVELOPMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR A FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Chairman opened the hearing to the public. With no one coming forward, he closed the public portion

Chairman Wood moved to recommend approval of Ordinance 21-20-CC by City Council with Agency member Ledbetter providing the second. The motion passed 5-0.

B. Planning Areas and Planning Area Intent Statements

According to Mr. Zunguze, as part of the more extensive Land Development Code (LDC) rewrite effort, staff began to evaluate the Comprehensive Plan, specifically evaluating the Future Land Use Map (FLUM) and its impacts on development with clear, manageable, and up-to-date policies. In addition, as part of this review, Staff embraced the concept of Planning Areas, rather than assigning specific future land use designations, which encompasses a much broader vision. This vision will help facilitate the development of thoughtful guiding policies for the various Planning Areas. And the effort was started in previous Comprehensive Plan Updates but was never finalized and the Planning Areas will focus on efforts to develop a broader vision for the Comprehensive Plan and FLUM, as well as help guide policies and decisions concerning growth within Destin. They will also allow for objective analysis for compatibility by area rather than specific lots. As part of this rewrite, staff is proposing eight (8) total planning areas across Destin. Each presents its own varying uniqueness, challenges, and opportunities.

Mr. O'Connor provided the members with the eight areas, as depicted on the map and their descriptions .



The Village

The Village Planning Area intends to primarily provide a low-density, healthy, safe, family friendly environment that promotes a high quality of life. The Village should be where residents and visitors enjoy the activities and amenities associated with living in Destin through a connected network of multi-modal streets and paths leading to destinations within and outside the Village. To accomplish this, the city shall; establish development standards such as appropriate dwelling density maximums based on current development patterns and needs of future growth, ensure an orderly transition from low-density uses to higher density residential uses, and limit commercial uses to maintain, improve, and protect the parks, beautiful white sand beaches, emerald-green waters, and other natural resources.

The Harbor

The Harbor Planning Area (the "Harbor") intends to support a festive marketplace that fits the city's moniker as the "World's luckiest fishing village." The appropriate commercial, mixed-uses, and long-term residential uses should support the Destin fishing and recreation industries to draw visitors and residents alike. Public pedestrian shoreline and harbor boardwalk access should be planned, encouraged, and developed to foster a free-flowing festive feel of the area that benefits all users of the North and South Harbor. Efforts to implement and grow a connected and safe multi-modal transportation network within and to the Harbor Planning area should continue through innovative transportation options and creative urban design.

Agency member Hudson asked staff to explain to her what Multimodal means. Mr. O'Connor explained that it's alternate methods of transportation than just vehicles with ways to structure the infrastructure so they are safe for all to travel

Holiday Isle

The Holiday Isle Planning Area intends to support and maintain a mix of short and long-term residential accommodations for residents and visitors alike, with low to high-density residential and mixed uses. The range of densities found in Holiday Isle presents a perfect opportunity for the city to cultivate and implement a safe and accessible multi-modal transportation system connected to the rest of Destin. Also, due to the unique water-based recreational opportunities of Holiday Isle, the city shall protect, preserve, and expand, when possible, existing natural and recreational resources.

Agency member Shelton spoke of how Holiday Isle is about 60% owner occupied and they do not want to end up like Crystal Beach being 90% tourist and feels that a statement should be added to reflect, “To Maintain Residential Character” for an intent statement.

Gulf Resort

The Gulf Resort Planning Area intends to be a world-class resort district with uses ranging from small condominium complexes to high-rise hotels and supporting dining, commercial and retail services. Development within the Gulf Resort area should provide residents and visitors the ability to come and experience everything Destin offers through a well-developed and connected multi-modal network without having to predominately rely on their personal automobile to get around. In addition, design standards should be developed to focus on providing a sense of place deserving of a renowned residential and resort destination. The city should also develop programs or incentives to increase public beaches and access in this area.

The Chairman questioned the use of the word high-rise hotels and spoke of how he feels a better term could be used. According to the LUA, she agreed that staff could word-smith it for a better term or mention the building height limitations that are now in the Charter will not change and will remain in effect.

Town Center Commons

The Town Center Commons Planning Area intends to be the city's and region's residential, cultural, institutional, and services center. The residents and employees of Destin should be able to conduct all their daily business here while also finding a place for relaxation and recreation. The Town Center Commons should also afford residents and visitors alike the ability to attend events and activities that showcase the local arts, culture, and community values. To accomplish this, the Town Center Commons should provide a range of uses from higher-density residential, to mixed-use development, and gathering places for residents and visitors, while also being pedestrian-scaled with accessible multi-modal corridors leading to the city's surrounding areas. In addition, the city should collaborate with Okaloosa County to align future development in the areas directly adjacent to the city's jurisdiction.

The Chairman spoke of how the Town Center still has not come to be what it was envisioned to become in the 17-years that he has been living in Destin.

Crystal Beach

As one of the main gateways into Destin, The Crystal Beach Planning Area intends to highlight all that Destin has to offer from a quality commercial corridor along Highway 98 through the family-friendly vacation destination and single-family neighborhoods to the White Sand Beaches of Crystal Beach. Given the inherent conflict between long-term residents and short-term visitors, the city should strive to balance the needs of these evolving and prevailing uses of Crystal Beach. Therefore, the city shall preserve and promote the single-family character of the established neighborhoods while providing the residents and visitors with access to amenities needed for everyday living. To accomplish this, the city should ensure the Crystal Beach area is supported by low-intensity mixed-use development at appropriate intersections of streets along Scenic Hwy 98, while keeping commercial development focused on properties directly adjacent to or accessible from Hwy 98 and protect the single-family non-short-term rental zones in the area. The city shall also develop and incentivize all efforts to expand public beach and access by encouraging low-intensity commercial and mixed-use development and redevelopment of single or multi-family units south of Scenic Hwy 98. Developing pedestrian scale multimodal infrastructure should also be a priority of the city to reduce the vehicle and pedestrian conflicts along the streets within Crystal Beach.

Henderson Beach

The Henderson Beach Planning area intends to preserve and highlight the natural ecosystem of the Emerald Coast while also protecting the largest public access beach in the Destin area. The city should make all efforts to maintain the ecosystem to mitigate the impact on the park. A partnership between Park Staff and the city should be fostered to help city Staff and the development community understand how encroachment affects the park and the species it supports. The partnership should focus on maintaining, expanding when possible, and protecting the flora and fauna of Destin's last undeveloped area.

Staff coordinated with the Florida Division of Recreation and Parks Staff to develop this statement.

Mr. O'Connor explained that even though this is a State Park, the park property was actually leased for 50-years and the lease is due to come up in about 12-years. He spoke of how this property is a jewel in the city that hopefully everyone would want to maintain and keep it. Additionally, Mr. O'Connor spoke of meeting with the State Park Manager who reviewed and signed off on it.

The Airport

The Airport Planning Area intends to provide and facilitate the continued use of General Aviation at the Destin Executive Airport at current and projected use levels while planning for future airport growth within its present boundaries. To accomplish this, The Airport Planning Area should align with the Destin Executive Airport's Airport Layout Plan as adopted and periodically updated. In addition, a collaborative program between airport, staff, city staff, the development community, and residents should be developed, encouraged, and maintained to mitigate encroachment issues from development upon the airport and aviation uses upon surrounding areas.

Mr. O'Connor explained that this portion was sent to the Airport Manager who did provide some feedback and the statement was adjusted with that feedback and ultimately they were good with the final statement.

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The Chairman mentioned how he wants to make sure that staff gets this information out to the citizens so that proper input can be obtained. He also spoke of how there has been several planning presentations in the past that never were adopted. And as much as he likes these, he wants to make sure they don't just sit on a shelf in a book.

Agency member Ledbetter asked staff what the next steps were for this.

According to Mr. O'Connor, staff will first go back and refine what was discussed here tonight as well as getting input from other boards and committee members. They've obtained comments from the Harbor CRA-AC and their next committee would be the Town Center CRA-AC and Parks & Recreation. Then once they've gotten all that input and it's been incorporated, staff will bring it back to the LPA for any additional discussion and a recommendation to City Council for their consideration.

6. DIRECTORS REPORT:

Mr. Zunguze informed the members that staff is also working on the Impact Fee Review and Mobility Plan that will be coming before them in the near future for their review and recommendation.

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:45 p.m.

Adopted and approved this _____ day of _____ 2021.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: December 2, 2021
BOARD/COMMITTEE: Local Planning Agency
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 8.B.

TO: Local Planning Agency

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Noell Bell, Chief Building Official

DATE: November 24, 2021

SUBJECT: Proposed Ordinance 21-21-CC - Required Inspections After Certificate of Occupancy

I. BACKGROUND: During the July 6, 2021, City Council meeting, Council directed staff to research recommendations for periodic follow-up inspections of properties after the Certificate of Occupancy (CO) has been issued.

A proposed recommendation was brought back to City Council during the August 2, 2021, meeting. At that time, Council directed staff and the City Land Use Attorney to draft an ordinance requiring inspections to be performed every 10 years on any structure identified as a threshold building (as defined by statute and inclusive of buildings of greater than 3 stories) post-Certificate of Occupancy or otherwise occupied, at the expense of the property owner or homeowners' association.

II. DISCUSSION: The main elements of Proposed Ordinance 21-21-CC are as follows:

- **Identifies the reason in general for requiring inspections:** Health, Safety, and Welfare of the public.
- **Defines a Threshold Building:** Any building which is greater than three stories or 50 feet in height, or which has an assembly occupancy classification as defined in the Florida Building Code which exceeds 5,000 square feet in area and an occupant content of greater than 500 persons.
- **What type of buildings are being required to be inspected:** All threshold buildings as described above.
- **The frequency of Post-Occupancy inspections:** Inspection shall be performed

every 10 years post Certificate of Occupancy by a duly licensed Florida Certified Special Inspector.

- **Reports of Post-Occupancy Inspection:** A written report under the seal of the Special Inspector attesting to the required maintenance, structural integrity, useful life, and replacement cost of common elements must be provided to the City of Destin Building Division. This report shall be provided to the City of Destin Building Division and the building owner of their findings and recommended repairs within (90) ninety days of such inspection or (90) ninety days of the end of the 10-year period. Any structure that is deemed an immediate threat to the structure's occupants by the special inspector shall immediately notify the City of Destin Building Official and the Building's Owner.

A. **Link to Strategic Goals / Objectives:** Enhanced quality of life and safety for residents and visitors.

B. **Effect on Budget (EOB):** None

C. **Level of Service (LOS):** Develop and implement processes for consistent and streamlined application of codes and procedures.

III. CONCLUSION: Staff would like to move forward with requiring such inspections through an adopted ordinance. The adopted ordinance would add a section to the Administrative Amendments to the Florida Building Code, requiring inspections post Certificate of Occupancy (CO), to ensure the safety of residents who reside in these structures during the structure's lifetime. The proposed ordinance would become effective January 1, 2022. Threshold building owners would have one year to obtain inspections for the first round of inspections. In other words, inspections would be required to be submitted to the City by January 1, 2023. The ordinance provides that prior to January 1, 2023, the building official may accept inspection reports for inspections occurring between January 1, 2012 and December 31, 2021, provided that such post-occupancy inspection reports meet the requirements of the ordinance and are not greater than ten years old on the date of submission to the City.

IV. RECOMMENDED MOTION: I move that the LPA recommend approval of the Proposed Ordinance 21-21-CC by the City Council.

Attachments:

1. Building Safety Inspections-Ord

ORDINANCE NO. 21-21-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO THE CODE OF ORDINANCES TO REQUIRE POST-OCCUPANCY INSPECTIONS FOR THRESHOLD BUILDINGS; DEFINING “THRESHOLD BUILDINGS”; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of these regulations is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, section 553.73, Florida Statutes, allows adoption of local administrative and technical amendments to the *Florida Building Code*; and

WHEREAS, in the wake of the devastating building collapse in Surfside, Florida, the City Council desires to amend the Code of Ordinances to require decennial post-occupancy building inspections for threshold buildings in order to protect the health, safety, and welfare of the public; and

WHEREAS, “threshold building” means any building which is greater than three stories or 50 feet in height, or which has an assembly occupancy classification as defined in the Florida Building Code which exceeds 5,000 square feet in area and an occupant content of greater than 500 persons.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Destin that the following local administrative amendments and local technical amendments to the *Florida Building Code*, are hereby adopted.

NOTE: *Language in section 3 of this ordinance that is ~~struck-through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck-through~~ or underlined is not to be changed, and * * * represents sections of the City Code of Ordinances that have been skipped and remain unchanged.*

SECTION 3. Sections 6-46 and 6-47 of the City Code are hereby amended as follows:

ARTICLE II. - BUILDING CODE

Sec. 6-46. - Florida Building Code.

There is hereby adopted by the city, for the purpose of establishing rules and regulations for the construction, installation, alteration, removal, demolition, equipment, use and occupancy of buildings and structures, that certain building code known as the Florida Building Code, latest edition, and the provisions of such code shall be controlling in the construction, installation, alteration, removal, demolition, equipment, use and occupancy of buildings and structures in the corporate limits of the city. In the event of any conflict between the provisions of section 6-46 and section 6-47 of the City Code, the provisions of section 6-47 shall apply except as prohibited by law.

Code of Ordinance, Chapter 6, Art. II – Building Code:

Sec. 6-47. - Administrative Amendments to the Florida Building Code:

SECTION 1. The Florida Building Code is hereby amended by the following administrative amendments:

* * *

SECTION 119:

REQUIRED INSPECTIONS AFTER CERTIFICATE OF OCCUPANCY

119.1 Intent: It is the intent of the City to ensure the health, safety, and welfare of residents by requiring inspections of threshold buildings after the issuance of a Certificate of Occupancy.

119.2 Definitions:

“Threshold building” means any building which is greater than three stories or 50 feet in height, or which has an assembly occupancy classification as defined in the Florida Building Code which exceeds 5,000 square feet in area and an occupant content of greater than 500 persons.

“Special inspector” means a licensed architect or registered engineer who is certified under chapter 471 or chapter 481 to conduct inspections of threshold buildings.

119.3 Post-Occupancy Inspections: All threshold buildings that have received a certificate of occupancy shall be inspected by a duly authorized Florida licensed special inspector on a decennial basis. The inspection shall include structural integrity of all common elements of the structure, any needed or required maintenance, useful life, and replacement cost of any common elements.

119.4 Frequency of Post-Occupancy Inspections:

- (a) **Generally.** Post-occupancy inspections shall be performed on all threshold buildings at least every ten (10) years after receipt of the building’s certificate of occupancy.
- (b) **First Post-Occupancy Inspection.** All threshold buildings shall submit a copy of a post-occupancy inspection report that meets the requirements of this Section 119 to the City Building Official by January 1, 2023. Prior to January 1, 2023, the building official may accept inspection reports for inspections occurring between January 1, 2012, and December 31, 2021, provided that such post-occupancy inspection reports meet the requirements of this Section 119 and are not greater than ten years old on the date of submission to the City.

119.5 Post-Occupancy Inspection Reports:

- (a) **General:** A post-occupancy inspection report must be written under seal of the special inspector and shall attest to the required maintenance, structural integrity, useful life and replacement costs of the common elements. This report shall include the special inspector’s findings and any recommended repairs and must be submitted to the City Building Official and owner of the threshold building within (90) ninety days of such inspection, except as provided in subsection 119.4(b) or 119.5(b).
- (b) **Immediate threat to life-safety of building occupants:** A threshold building that is deemed an immediate life-safety threat to occupants by the special inspector, shall immediately notify the City of Destin Building Official and the owner of the threshold building. In the event of an immediate threat to occupants, the Building Official shall post the building at all first-floor entry doorways to notify residents of such immediate threat.

119.6 Repairs. If the post-occupancy inspection report indicates that repairs are recommended, the Building Official shall determine which repairs are required, and shall provide written notification to the property owner given them notice for repairs to be completed within 180 days post inspection. Any repairs requiring permits must be obtained prior to commencement of work.

119.7 Enforcement. This section is enforceable pursuant to Chapter 14, Article III of this City Code of Ordinances and/or Chapter 20, section 20.06.00 of the City’s Land Development Code. Additionally, the City is authorized to utilize any means authorized in law or equity to obtain compliance with this Section.

* * *

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective on January 1, 2022.

ADOPTED THIS ____ DAY OF _____, 2021.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Land Use Attorney

First Reading: _____

Second Reading: _____

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: December 2, 2021
BOARD/COMMITTEE: Local Planning Agency
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 8.C.

TO: Local Planning Agency

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director

FROM: Kimberly Kopp, Land Use Attorney

DATE: November 22, 2021

SUBJECT: Proposed Ordinance 21-15-PC Property Rights Element

I. BACKGROUND: Section 163.3167(2), Florida Statutes, requires that each local government maintain a comprehensive plan in compliance with the Community Planning Act. Pursuant to **Section 163.317**, Florida Statutes, the comprehensive plan, through required and optional elements, provides principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements. Currently, the City of Destin's Comprehensive Plan consists of the following elements: Future Land Use, Transportation, Housing; Public Facilities, Conservation, Coastal Management, Recreation and Open Space, Intergovernmental Coordination, Capital Improvements, Economic Development, and Public School Facilities.

This year, the Florida Legislature changed the provisions of Chapter 163, Florida Statutes effective on July 1, 2021, to ensure that private property rights are considered in local decision making. Now, under state law, local governments are required to adopt a new Property Rights Element into the Comprehensive Plan.

II. DISCUSSION: Consistent with state law, the new Property Rights Element would contain the following language:

Policy 1A-1.1.1: Private Property Rights in Decision-Making. *The City Council shall consider the following rights in local decision-making:*

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

2. *The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.*

3. *The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property, subject to state law and local ordinances.*

4. *The right of a property owner to dispose of her property through sale or gift.*

A. **Link to Strategic Goals / Objectives:**

B. **Effect on Budget (EOB):**

C. **Level of Service (LOS):**

III. CONCLUSION: Staff and the Land Use Attorney recommend approval of Ordinance 21-15-PC for compliance with state law.

IV. RECOMMENDED MOTION: I move that the LPA recommend approval of Ordinance 21-15-PC to the City Council.

Attachments:

1. Property Rights Element Ordinance

ORDINANCE NO. 21-15-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, CREATING A NEW CHAPTER OF THE CITY OF DESTIN'S COMPREHENSIVE PLAN, "PROPERTY RIGHTS ELEMENT" PURSUANT TO STATE LAW; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR TITLE AND JURISDICTION; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Section 163.3167(2), Florida Statutes, requires that each local government maintain a comprehensive plan in compliance with the Community Planning Act; and

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the City of Destin, Florida, proposes to amend the City's Comprehensive Plan to adopt a Property Rights Element as set forth herein; and

WHEREAS, pursuant to Section 163.3177, Florida Statutes, the comprehensive plan, through required and optional elements, shall provide principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements; and

WHEREAS, the comprehensive plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations;

WHEREAS, the City of Destin's Comprehensive Plan was adopted, pursuant to Section 163.3177, consisting of the following elements: Future Land Use, Transportation, Housing; Public Facilities, Conservation, Coastal Management, Recreation and Open Space, Intergovernmental Coordination, Capital Improvements, Economic Development, and Public School Facilities; and,

WHEREAS, the Florida Legislature changed statutory provisions of Chapter 163, Florida Statutes effective on July 1, 2021 to ensure that private property rights are considered in local decision making and required the adoption of a Property Rights Element into the Comprehensive Plan; and

WHEREAS, the City Council desires to update the Comprehensive Plan consistent with such statutory changes by adopting a “Property Rights Element”; and

WHEREAS, the City Council recognizes and respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Comprehensive Plan that have been skipped and remain unchanged.

SECTION 3: TITLE.

These comprehensive plan amendments are referred to as “Chapter 1A – Property Rights Element - of the City of Destin's Comprehensive Plan – Goals, Objectives and Policies: 2020”.

SECTION 4: JURISDICTION.

The lands subject to this Ordinance shall include all areas within the corporate limits of the City of Destin, Florida.

SECTION 5: ADOPTION OF THE PROPERTY RIGHTS ELEMENT:

PROPERTY RIGHTS ELEMENT

OBJECTIVE 1A-1.1 ENSURE LOCAL GOVERNMENTS CONSIDER PRIVATE PROPERTY RIGHTS IN LOCAL DECISION-MAKING.

Policy 1A-1.1.1: Private Property Rights in Decision-Making. The City Council shall consider the following rights in local decision-making:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property, subject to state law and local ordinances.

4. The right of a property owner to dispose of her property through sale or gift.

SECTION 6: TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning Agency, in accordance with the Community Planning Act.

SECTION 7: INCORPORATION INTO COMPREHENSIVE PLAN.

Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

All prior inconsistent ordinances and resolutions adopted by the City of Destin City Council, or parts of ordinances or resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

SECTION 8: SEVERABILITY.

If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 9: EFFECTIVE DATE.

The comprehensive plan amendment shall not become effective until 31 days after the State Planning agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date that the Administration Commission enters a final order determining the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it has become effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the

amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS ____ DAY OF _____ 2021.

BY: _____
Gary Jarvis, Mayor

ATTEST:

Lance Johnson, City Manager

The form and legal sufficiency of the foregoing
has been reviewed and approved by the City Land Use
Attorney for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: December 2, 2021
BOARD/COMMITTEE: Local Planning Agency
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 8.D.

TO: Local Planning Agency

THRU: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Steve O'Connor, Principal Planner

DATE: November 16, 2021

SUBJECT: Proposed Ordinances 21-24-PC and 21-25-LC - Amending the Future Land Use Map (FLUM) and rezoning properties located at 2942 & 2970 Scenic Highway 98

I. BACKGROUND: During the November 19, 2018, City Council meeting, the Council approved a motion directing staff to research waterfront and beachfront properties to acquire. The effort aims to increase the public's access to the beaches of Destin. The two subject properties, 2942 and 2970 Scenic Highway 98, were listed early in the process as properties for acquisition due to their location in the vicinity of the existing Crystal Shores Park at the end of Hutchinson Street and Scenic Highway 98. The City of Destin and Okaloosa County partnered to purchase the subject properties, and in October and November 2020, the purchase was finalized.

II. DISCUSSION: Currently, 2942 Scenic Highway 98 – Parcel ID: 00-2S-22-0590-0000-00CA, is a .23 acre parcel that formerly had five (5) condominium units and has a Future Land Use Map (FLUM) designation of **Crystal Beach Resort (CBR)**.

Currently, 2970 Scenic Highway 98 – Parcel ID: 00-2S-22-0584-0000-0030, is a .44 acre parcel that previously had a Single-family dwelling and has a Future Land Use Map (FLUM) designation of **Crystal Beach Neighborhood (CBN)**.

Both lots are now owned jointly by the City of Destin and Okaloosa County. The purpose of the purchase is to develop Crystal Shores Park into a larger park to increase public beach access in an area where it is limited. Redesignating the properties to **Recreation** will align

the properties with the City's FLUM and allow for the properties to subsequently be rezoned to **Recreation**.

The final step of the alignment of the Future Land Use Map and the Zoning Map will be to adopt and codify both maps into the City's Comprehensive Plan and Land Development Code, respectively. Two ordinances will be forwarded to the City Council, subject to LPA recommendation, to complete these actions.

Figure 1: 2942 & 2970 Scenic Highway 98 Current Zoning



- A. Link to Strategic Goals / Objectives:
- B. Effect on Budget (EOB):
- C. Level of Service (LOS):

III. CONCLUSION: The proposed FLUM amendments and subsequent rezoning will bring the properties into alignment and consistent with other City park properties.

STAFF RECOMMENDATION:

Staff recommends that the LPA recommend the following actions:

1. City Council Approval of proposed Ordinances:
2. City Council Approval of the adoption and codification of the Future Land Use Map.
3. City Council Approval of the adoption and codification of the Zoning Map.

IV. RECOMMENDED MOTION: I move that the LPA recommend approval of proposed Ordinance 21-24-PC and
I move that the LPA recommend approval of proposed Ordinance 21-25-LC.

Attachments:

1. 21_24_PC FLUM Amendment
2. 21_25_LC Zoning Map Amendment_REC

ORDINANCE NO. 21-24-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE FUTURE LAND USE MAP AS REFERENCED IN CHAPTER 1 OF THE COMPREHENSIVE PLAN TO INCLUDE A CHANGE IN THE FUTURE LAND USE DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM CRYSTAL BEACH RESORT (CBR) AND CRYSTAL BEACH NEIGHBORHOOD (CBN) TO RECREATION (REC); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Parcel ID Numbers: 00-2S-22-0590-0000-00CA AND 00-2S-22-0584-0000-0030)

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the Recreation (REC) land use provides for publicly and privately owned property and facilities, with the intent to promote natural resource enhancement and to promote open spaces around buildings; and

WHEREAS, the City of Destin is the owner of the property and desires to use the property for a city park; and

WHEREAS, the applicant desires to change the future land use designation from Crystal Beach Resort (CBR) and Crystal Beach Neighborhood (CBN) to Recreation (REC) for future land use category in the City's Comprehensive Plan on a parcel of land set forth in Exhibit A, lying within the corporate limits of the City; and

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on December 2, 2021, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 3. ADOPTION OF THE AMENDMENT TO THE FUTURE LAND USE MAP:

The City of Destin's Future Land Use Map is hereby amended by changing the future land use category from Crystal Beach Resort (CBR) and Crystal Beach Neighborhood (CBN) to Recreation (REC) for the specific area of land that is described and depicted on Exhibit A, attached hereto and fully incorporated herein by this reference.

SECTION 4. TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY:

The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning agency, in accordance with the Community Planning Act.

SECTION 5. INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin's Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. CONFLICTING PROVISIONS. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 8. EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after the State Planning Agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date the Administration Commission enters a final order determining that the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it becomes effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

(Signature Page Follows)

ADOPTED THIS ____ DAY OF _____ 2021.

BY: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Land Use Attorney

First Reading: _____

Second Reading: _____

EXHIBIT A

ORDINANCE NO. 21-25-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM CRYSTAL BEACH RESORT (CBR) AND CRYSTAL BEACH NEIGHBORHOOD (CBN) TO RECREATION (REC); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Parcel ID Numbers: 00-2S-22-0590-0000-00CA AND 00-2S-22-0584-0000-0030)

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the Recreation (REC) zoning provides for publicly and privately owned property and facilities, with the intent to promote natural resource enhancement and to promote open spaces around buildings; and

WHEREAS, the City of Destin is the owner of the property and desires to use the property for a city park; and

WHEREAS, the City Council desires to administratively rezone the parcels depicted in Exhibit A, from Crystal Beach Resort (CBR) and Crystal Beach Neighborhood (CBN) to Recreation (REC); and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens;

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on December 2, 2021, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2, Zoning Maps, is hereby amended to include a change of zoning map designation from **from Crystal Beach Resort (CBR) and Crystal Beach Neighborhood (CBN) to Recreation (REC)**, for the parcels with Okaloosa County Parcel ID numbers 00-2S-22-0590-0000-00CA AND 00-2S-22-0584-0000-0030 which are generally depicted and described in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____ 2021.

BY: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney for the City of Destin, only .

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Land Use Attorney

Exhibit A

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: December 2, 2021
BOARD/COMMITTEE: Local Planning Agency
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 8.E.

TO: Local Planning Agency

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Steve O'Connor, Principal Planner
Daniel Butler, City Planner
Tunazzina Alam, Planner
Sae More, Planner

DATE: November 22, 2021

SUBJECT: Proposed Conditional Use 21-35-CU Barks & Bubbles Pet Grooming

I. BACKGROUND: Barks and Bubbles, LLC is requesting a Conditional Use (21-35-CU) approval for a pet grooming and pet daycare business to be located at 981 Airport Road. The existing site is 0.08 acres and is located within the Harbor Breeze Office Plaza. The associated Parcel ID is 00-2S-22-1021-0000-0010.

II. DISCUSSION: The proposed site is in the Residential, Office, Institutional – Village Residential (ROI-VR) Zoning District. The proposed use of pet care (except veterinary) services is a conditional use in the Residential, Office, Institutional – Village Residential (ROI-VR) zoning district. The following includes a review and analysis of the proposed use based on the **Future Land Use element of the Comprehensive Plan and criteria for conditional uses outlined in the Land Development Code.**

A. COMPREHENSIVE PLAN POLICY ELEMENTS:

As directed by the City's **Comprehensive Plan (Policy 1-2.4.1)**, the ROI zoning district is intended to accommodate **“business and professional offices; as well as single-family (SF) and multiple-family (MF) long-term residential uses; and institutional uses.”** The proposed use of pet care (except veterinary) services would qualify as a professional office, and therefore is in line with the intent of the ROI district.

B. LAND DEVELOPMENT CODE/ZONING ELEMENTS:

The following includes a review and analysis of the proposed conditional use based on the criteria outlined in **Section 7.12.10** of the Land Development Code:

C. CONDITIONAL USE ELEMENTS:

The proposed commercial **ROI-VR**, as per **Land Development Code Article 7.12.06 Table 7-2**. In accordance with **Section 7.12.10**, Land Development Code, the applicant provided a conditional use request based upon the following:

- i. Characteristic of Use
- ii. On and Offsite Improvement Needs
- iii. On-site Amenities
- iv. Criteria for Conditional Use

Criteria for Conditional Use, per **Article 7.12.10.C, Land Development Code**:

1. LAND USE COMPATIBILITY

Staff Comments: The proposed use is a Conditional Use within **Table 7-2, Article 7, Land Development Code (LDC)**.

Adjacent Land Uses: Pet care (except veterinary) services is listed as a Conditional Use in the Residential, Office and Institutional – Village Residential (ROI-VR) zoning district. The project is proposed on a 0.08-acre parcel. As per Comprehensive Plan Policy 1-2.4.1: Residential, Office and Institutional (ROI), the primary intent for the ROI designated land is intended to accommodate business and professional offices, as well as single-family (SF) and multiple-family (MF) long-term residential uses, and institutional uses. As proposed, the conditional use meets the intent of the ROI zoning district.

Offsite Impacts: There are no anticipated off-site impacts. As proposed, the conditional use meets the intent of ROI zoning district.

2. SUFFICIENT SIZE, SITE SPECIFICATIONS, AND INFRASTRUCTURE

Staff Comments: The proposed project is compliant with the dimensional requirements listed in **Article 7.12.08, as well as Table 7-3, Land Development Code**.

Size: The applicant is proposing to locate within an existing 2,400 square feet office building on a 0.08-acre parcel located within the Harbor Breeze Office Plaza. The landscaping and parking area is located on the adjacent parcel and is sufficient to accommodate all required facilities and design requirements related to the proposed use.

Access and Internal Circulation: Access is provided from Airport Road and Misty Way public Right-of-Ways (ROW), which both connect to an internal street within the development.

Urban Design Enhancement: The necessary screening, buffers, landscaping, setbacks, and open space area already implemented as required by **Article 8.06.00, Vehicle and Parking Standards, Land Development Code**, and the applicant is not proposing any external improvements.

3. PROPER USE OF MITIGATIVE TECHNIQUES

Staff Comments: The proposed use is proposing no external improvements to the site; therefore, no additional mitigative techniques will be required. The project meets the stormwater requirements per **Article 10.03.02, Stormwater Management, Land Development Code.**

4. HAZARDOUS WASTE

Staff Comments: Any animal waste shall not enter the stormwater facilities on site and shall be properly disposed of.

5. OVER PROLIFRATION OF USE

Staff Comments: Pet care (except veterinary) services are a conditional use in the ROI-VR zoning district. This portion of Airport Road is already an established commercial corridor, with the various professional and business offices located in this area serving the surrounding residents. Within a one-mile radius from this location, the staff estimate that there is only one pet care (not including veterinary) service. Therefore, the proposal of a dog grooming and pet daycare service is compatible with the surrounding uses without an over proliferation of pet care services.

6. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

Staff Comments: As proposed, the project meets the land development standards and regulations outlined in the Comprehensive Plan and Land Development Code.

7. PUBLIC COMMENT:

None received to date

- A. Link to Strategic Goals / Objectives:** 1) Economic Development and Revitalization
- B. Effect on Budget (EOB):** There is no anticipated impact on the budget.
- C. Level of Service (LOS):** There is no anticipated effect on LOS.

III. CONCLUSION:

The Applicant is requesting a Conditional Use (21-35-CU) approval for the location of a pet grooming and day care business. The proposed use is a Conditional Use in **ROI-VR, Article 7.12.00, Land Development Code.**

The project is consistent with the following:

1. Comprehensive Plan **Policy 1-2: Future Land Use Element.**
2. Comprehensive Plan **Policy 12-4.1.8: Multi-Modal Transportation District.**
3. Land Development standards outlined in **Article 7, Land Development Code.**

Based upon these findings, Staff recommends approval of Conditional Use 21-35-CU.

IV. RECOMMENDED MOTION: I move that the Local Planning Agency recommend City Council approve Conditional Use 21-35-CU.

Attachments:

1. Interior Shop Pic_v1
2. 981AirportLease_v1
3. Floor Plan



Commercial Lease

THIS LEASE AGREEMENT, effective the day ____ of ____, 2021 is made between Henry Paul Kellum Revocable Trust, its successors and assigns, (hereinafter referred to as "LESSOR"), and Thomas Hodges and Rachel Hodges, individually and d/b/a Barks and Bubbles, LLC (hereinafter referred to as "LESSEE"), for and in consideration of the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, LESSOR and LESSEE covenant and agree as follows:

1. LEASED PROPERTY. LESSOR hereby leases to LESSEE, and LESSEE hereby lets from LESSOR, the real property located in the Harbor Breeze Office Plaza in Okaloosa County located and at what is commonly referred to as 981 Airport Road, Destin, FL 32541, hereinafter "Leased Property".

2. LEASE TERM. The Lease Term shall be 2 Years (24 Months) with said Term to commence on October 1, 2021, (the "Commencement Date") and continue to September 30, 2023 (the "Lease Term"). Lease Term and Payment Summary is described in more detail in Paragraph 37.

3. RENT. LESSEE hereby covenants and agrees to pay rent to the LESSOR, which said rent shall be in the form of fixed rent and additional rent, all as hereinafter provided. Said rent shall be paid to LESSOR at 1376 Emerald Bay Drive, Destin, FL 32541, or such other person, firm or corporation and place as may be designated in writing from time to time by LESSOR.

3.1. FIXED RENT: LESSEE shall pay to LESSOR the sum of Thirty Thousand and NO/00 Dollars (\$30,000.00) in fixed rent for the first year of the lease term, payable in twelve (12) equal installments of Two Thousand Five Hundred and NO/00 Dollars (\$2,500.00), on the first day of each and every month plus any applicable sales or use taxes assessed thereon. LESSEE shall pay to LESSOR the sum of Thirty Thousand Nine Hundred and NO/00 Dollars (\$30,900.00) in fixed rent for the second year of the lease term, payable in twelve (12) equal installments of Two Thousand Five Hundred Seventy-Five and NO/00 Dollars (\$2,575.00), on the first day of each and every month plus any applicable sales or use taxes assessed thereon.

3.2. ADDITIONAL RENT. Any payments required to be made to LESSOR by LESSEE other than as Minimum Rent shall be deemed Additional Rent (all types of Rent to be collectively referred to as "Rents"), whether or not designated as such other, and shall be due and payable, with all applicable sales and/or rent taxes thereon, without any demand, set-off, or deduction whatsoever, at the times provided herein, or if no time is provided herein, on demand, or together with the next succeeding installment of Minimum Rent, whichever shall first occur.

3.3. PAST DUE RENTS. If LESSEE shall fail to pay the full amount of Rents within five (5) days after they are due, LESSEE shall be obligated to pay a late payment charge equal to ten percent (10%) of the amount of the payment due, to reimburse LESSOR for its

administrative cost and not as a penalty. It is agreed that the late payment charge is a fair and reasonable charge under the circumstances and shall not be construed as interest on a debt payment. If LESSEE shall fail to pay the full amount of Rents within ten (10) days after they are due, LESSEE shall be in default and LESSOR will be entitled to the remedies provided in Section 17 of this Lease. LESSEE further agrees to pay \$200 for each dishonored bank check as an administrative charge and not as a penalty. LESSEE covenants and agrees to pay to LESSOR the "Fixed Rent" and "Additional Rent" without set off, deduction or demand.

3.4 SECURITY DEPOSIT. As security for LESSEE's performance under this Lease for both monetary and non-monetary obligations, LESSEE has this date paid to LESSOR the sum of Two Thousand Five Hundred and No/00 Dollars (\$2,500.00) (the "Security Deposit"). If upon expiration of this Lease by operation of its terms, LESSEE has fully performed all of its duties and responsibilities under this Lease, LESSOR shall return the Security Deposit to LESSEE within 30 days after expiration of this Lease. If LESSEE has not fully performed all of its duties and responsibilities under the Lease, then LESSOR may utilize all or such part of the Security Deposit as is necessary to cause LESSEE to be in compliance with its obligations under the terms of this Lease. Notwithstanding anything set forth above to the contrary, this Section 3.4 shall not in any way limit the amount of damages which may be collected by LESSOR against LESSEE in the event of any default under the Lease by LESSEE. LESSEE hereby waives any requirement that LESSOR hold the Security Deposit in a separate account or to pay interest on the Security Deposit, and LESSEE hereby acknowledges and agrees that no interest shall be payable to LESSEE on the Security Deposit and that LESSOR may commingle the Security Deposit with LESSOR'S other funds.

3.5 COMMON AREA MAINTENANCE. LESSEE's initial share of the common area maintenance expense, property taxes, and Insurance charge is \$615.00 per month.

4. NET LEASE, OPERATING EXPENSES AND TAXES

(a) It is the intent that the Rent provided for in this Lease shall be a triple net return to LESSOR so that this Lease shall yield to LESSOR the net Base Rent specified in this Lease and that all costs, expenses and obligations of every kind and nature whatsoever, whether general or special, ordinary or extraordinary, that may be necessary in connection with the use, occupancy or operation of the Premises shall be paid by LESSEE as Additional Rent. All provisions of this Lease are to be construed in light of the intent that this be an "Triple Net Lease"; provided, however, the LESSEE shall not be obligated to pay any income or franchise taxes which may be levied against LESSOR.

(b) SERVICES. The parties acknowledge and agree that it shall be the LESSEE's obligation and responsibility to obtain or cause to be available any and all services necessary for its use of the Premises. LESSOR shall not be obligated to provide any services or perform any act whatsoever to LESSEE or with respect to the Premises, except as expressly set forth in this Lease.

(c) MAINTENANCE, REPAIR and REPLACEMENT. LESSEE shall maintain, repair, replace and keep the Premises and all improvements, fixtures and

equipment located in or exclusively servicing the Premises in a state of repair and appearance commensurate with the first-class nature, including without limitation: windows, doors and related locks and closing devices, flooring and floor covering, all fixtures, including air conditioning, ventilating and heating (HVAC) equipment, utility lines and connections serving the Premises. The LESSEE will keep the Premises in a clean, healthful and safe condition in accordance with and in compliance with all applicable laws, ordinances and other governmental regulations, orders and directions during the Lease term. Any damage to or destruction of the Premises shall be promptly repaired, restored and replaced by LESSEE as provided in this Lease. Except as otherwise provided in this Lease; LESSEE shall be responsible for and shall pay all costs and expenses in connection with the operation, maintenance, and repair of the Premises during the Lease term.

LESSEE's obligations to maintain the HVAC system shall include routine maintenance and replacement of the equipment serving the Premises, including without limitation at least the monthly changing of filters. In order to maintain the mechanical aspects of the system, the LESSEE shall, at its expense, maintain a service contract on same in a form and with a provider acceptable to LESSOR.

If the LESSEE fails to make necessary repairs or to maintain the Premises, in a manner satisfactory to the LESSOR, LESSOR shall have the right, upon written advance notice of its intentions to the LESSEE, to make such repairs or perform such maintenance on behalf of and on the account of the LESSEE. In this event, LESSEE shall pay LESSOR for such work as additional rent in the month following completion of the work.

4.1 On the Rent Commencement Date and on the first day of each calendar month thereafter, LESSEE shall pay to LESSOR an amount equal to one-twelfth of LESSOR's last written estimate of LESSEE's proportionate share of operating expenses, utility and service costs, insurance, real property taxes, and pest control as Additional Rent. Notwithstanding the foregoing, if LESSOR delivers to LESSEE a written re-estimate of LESSEE's proportionate share of operating expenses, utility and service costs, insurance, real property taxes, and pest control for any Lease Year, the first monthly installment of LESSEE's proportionate share of operating expenses, utility and service costs, insurance, real property taxes, and pest control due after LESSEE's receipt of such written re-estimate shall be adjusted to account for any previous overpayment or underpayment of LESSEE's proportionate share of operating expenses, utility and service costs, insurance, real property taxes, and pest control resulting from the inaccuracy of LESSOR's initial estimate thereof for that Lease Year.

5. Taxes. LESSEE shall pay all sales or use tax required on any Rent, and LESSEE'S inventory, fixtures, furnishings, equipment, and all other property of LESSEE.

6. INSURANCE. LESSEE, at LESSEE'S own cost and expense, shall Provide and keep in force a Comprehensive General Public Liability Insurance policy with an insurance company satisfactory to LESSOR and in standard form with minimum limits of liability in an amount of ONE MILLION DOLLARS AND NO/100 DOLLARS \$1,000,000 with respect to any one occurrence and TWO MILLION DOLLARS AND NO/100 DOLLARS \$2,000,000 aggregate. All Comprehensive General Liability Insurance to be procured by LESSEE as set forth herein shall be issued in the names and for the benefits of

LESSOR, its designees, and LESSEE by one or more responsible insurance companies satisfactory to LESSOR and licensed to do business in Florida. The Comprehensive General Liability Insurance policy specifically shall insure LESSEE'S liability under Paragraph 7 below ("Indemnity").

7. INDEMNITY. LESSEE agrees to indemnify, defend and hold harmless, LESSOR from and against any and all claims, demands, fines, lawsuits, actions, proceedings, orders, decrees, and judgment of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees resulting from or in connection with loss of life, bodily or personal injury, illness, or property damage/loss arising directly or indirectly out of, from, or on account of any occurrence in, on, at, or from the Leased Property or occasioned wholly or in part through the use and occupancy of the Leased Property or any improvements therein or appurtenances thereto, or by any act or omission of LESSEE or any sub-LESSEE, concessionaire, or licensee of LESSEE, where their respective employees, agents, contractors, or invitees in, on, at, or from the Leased Property or its appurtenances.

8. MAINTENANCE AND REPAIRS. LESSEE, at LESSEE's own cost and expense, agrees to keep and maintain the interior of the Leased Property and each and every part thereof in good order and condition, and subject to the terms of this Paragraph 8, to make all repairs and replacements thereto and to the fixtures and equipment therein and the appurtenances thereto. Further, LESSEE shall, at LESSEE's own cost and expense, ensure the fire protection requirements, including but not limited to, annual inspections and fire extinguisher refills, for the Leased Property are satisfied. Notwithstanding the preceding, LESSEE shall be responsible for all structural repairs arising directly from LESSEE'S use of the Leased Property or arising from any structural damage caused by LESSEE or its invitees or licensees. LESSEE shall not be responsible for structural repairs arising from instances beyond LESSEE'S control that were not caused by LESSEE or its invitees and licensees. LESSEE agrees to make no alterations, improvements, or additions in or to the Leased Property, without, in each instance, obtaining LESSOR'S prior written approval thereof. Any alterations, improvements, or other additions to the Leased Property shall remain a part of the Leased Property and shall revert to LESSOR at the expiration of the Lease Term. LESSEE shall pay and discharge all costs, expenses, damages, and other liabilities that may arise in connection with or by reason of such alterations, improvements, or additions. If LESSEE shall fail, refuse or neglect to make repairs in accordance with the terms and provisions of this Lease, or to comply with the provisions of this Paragraph 8, or if LESSOR must make any repairs by reason of any act, omission, or negligence of LESSEE, or any sub-LESSEE, concessionaire, or licensee of LESSEE or their respective employees, agents, invitees, or contractors, LESSOR shall have the right, at its option, to make such repairs or to comply with the provisions of this Lease on behalf of and for the account of LESSEE and to enter the Leased Property for such purposes, and shall have the right to add the cost and expense thereof to the next installment of the fixed Minimum Rent due and LESSEE agrees to pay such amount as Additional Rent hereunder, but nothing contained in this paragraph shall be deemed to impose any duty on LESSOR or affect in any manner the obligations assumed by LESSEE hereunder. Notwithstanding any of the foregoing in the paragraph 8, LESSOR shall be responsible for the roof and exterior walls of the Leased Property. If the HVAC system must be replaced, LESSEE agrees to pay the prorated cost of such replacement.

8.1. LESSEE IMPROVEMENTS. LESSEE may not commence the construction or installation of LESSEE's Work or any other alteration or improvements to the Premises, unless and until plans and specifications detailing the LESSEE's Work have been reviewed and approved by LESSOR. LESSOR may: (a) grant or withhold such approval; or (b) condition such approval on certain revisions or other requirements. If LESSOR conditions its approval on a revision or other requirement, LESSEE shall incorporate the revision or other requirement in its leasehold improvements. LESSEE must perform and complete LESSEE's Work and all other alterations or improvements to the Premises in a good and workmanlike manner without damage to the Premises or any other part of the Building, and in compliance with all applicable requirements of all applicable laws, rules, regulations, orders and other legal requirements, including, without limitation, the Okaloosa County Building Code, and the Americans with Disabilities Act (the "ADA"). No approval of any plans or specifications by LESSOR shall constitute a representation or warranty by LESSOR that such plans or specifications or any work performed or to be performed in accordance therewith complies or will comply with any applicable building codes, standards or laws, nor shall any plan review or approval by LESSOR operate to relieve LESSEE from any of its obligations under this Lease including, without limitation, the obligation to ensure that LESSEE's Work is performed in a good and workmanlike manner and in compliance with all applicable laws.

9. SUBLETTING AND ASSIGNMENT. LESSEE may not sublet all or any portion of the Leased Property or assign this Lease or any portion of it without the prior written permission and consent of LESSOR, which shall not be unreasonably withheld, and such conditions that LESSOR may impose. Any sublease or assignment of this Lease or any portion of it without the prior written permission and consent of LESSOR shall be void. LESSEE may assign this Lease to a successor to LESSEE by a merger, consolidation or the purchase of substantially all of LESSEE's assets, or assign this Lease or sublet a portion of the Leased Property to an affiliate of LESSEE, without the prior written consent of LESSOR, provided LESSEE must not be in default at the time of the transfer and LESSEE must give LESSOR written notice of the transfer. For purposes of the foregoing "affiliate" shall mean an entity controlled by, controlling or under common control with LESSEE. No assignment or subletting shall relieve LESSEE of LESSEE's obligations under this Lease, unless assignment is accepted, in writing, as to relieve the original LESSEE from further obligation under this Lease.

10. USE OF LEASED PROPERTY. The Leased Property shall be used for administrative purposes and related activities of a pet grooming service for domesticated dogs and cats, and for no other purpose. No use will be made or permitted to be made upon the Leased Property, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property.

11. PUBLIC LIABILITY. LESSEE shall be deemed to be in exclusive control and possession of the Leased Property and LESSOR shall not in any event whatsoever be liable for any illness, injury, or damage to any property or to any person happening on or about the Leased Property, nor for any injury, illness, or damage to the Leased Property, nor to any property of LESSEE, or of any other person. LESSOR shall not be liable for any illness, injury, or damage to any person or property in or about the Leased Property, whether

belonging to LESSEE or any other person, caused by any animal attack, fire, breakage, virus, communicable disease, leakage, defect (latent or otherwise) or bad condition in any part or portion of the Leased Property, or from water, rain or snow that may leak into, issue or flow from any part of the Leased Property. The provisions herein permitting LESSOR to enter and inspect the Leased Property are made solely for the purpose of enabling LESSOR to become informed as to whether or not LESSEE is complying with this Lease.

Lessee has leased the premises for purposes of operating a domestic dog and cat grooming business and agrees to operate said business in a lawful manner and in compliance with all applicable statutes, regulation, rule, or ordinance. Lessee further agrees that all animals on or about the Leased Property shall be leashed or properly restrained at all times so as to prevent damage to person, property or animal. Lessee further agrees to operate its business in a safe and humane manner. Lessee assumes full responsibility for and agrees that Lessor shall not be responsible in any way whatsoever for any death or damage to person, property, or animal on, or about the leased property and that Lessee will indemnify and hold Lessor harmless for the same. Lessee further assumes responsibility and agrees to indemnify and hold Lessor harmless for any damages caused to person or property in the Harbor Breeze complex by a dog, cat, or any animal on the premises for purposes related to Lessee's business or personal affairs. Lessee agrees that Lessor shall not be responsible for any death, damage, or injury to person or property on or about the leased premises whatsoever.

12. NO WAIVER. The failure of LESSOR or LESSEE to insist upon strict performance of any of the agreements, terms, covenants, and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have against the other and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

13. UTILITIES. LESSEE agrees to subscribe pay all electric, water, and sewer rate charges which are payable during the Lease Term, and all other utility charges incurred with respect to the Leased Property.

14. WARRANTIES AND CONDITION OF THE PROPERTY. LESSOR makes no warranty as to the condition of the Leased Property. LESSEE has inspected the Leased Property and agrees that same is now in a leasable and good condition. LESSEE accepts the Leased Property as is, without any warranty as to the physical condition of the real or personal property by the LESSOR. LESSEE covenants and agrees to peaceably yield up to LESSOR the Leased property and all improvements and additions made thereto, at the expiration or sooner termination of this Lease, in good repair in all respects, reasonable use and wear excepted. LESSEE agrees that all property of any kind that may be on the Leased Property during the continuance of this Lease shall be at the sole risk of LESSEE, and LESSOR shall not be liable to LESSEE or any other person for injury, loss, or damage to the Leased Property, or to any person on the Leased Property, whatsoever.

Notwithstanding any of the foregoing LESSEE will not maintain the property adjacent to the Leased Property such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be maintained by LESSOR. If the improvement or alteration results in an increase in real property taxes, the amount of the increase will be paid will be paid by LESSOR.

15. RIGHT OF INSPECTION. Upon prior written notice to LESSEE, LESSOR shall have the right of inspection of the Leased Property to ascertain that it is being maintained in a proper state of repair and that it is being used in accordance with this Lease. In addition, LESSEE shall permit LESSOR to place "For Lease" signs on the property within sixty days of the expiration of the Lease Term or any extension thereof.

16. EVENTS OF DEFAULT BY LESSEE AND LESSOR. LESSEE will be deemed in default of this Lease if:

- (a) If LESSEE fails to pay Rent within ten (10) days after payment is due;
- (b) LESSEE fails to perform LESSEE'S obligations or comply with any agreement or condition of this Lease other than the payment of Rent, for fifteen (15) days after demand for performance by LESSOR;
- (c) At any time during the Lease Term, a petition shall be filed either by or against the LESSEE, in any court, or pursuant to any statute of the United States, any state, or the District of Columbia, whether in bankruptcy, reorganization, insolvency, or for the appointment of a receiver of the LESSEE'S property;
- (d) LESSEE is adjudicated bankrupt or insolvent or is placed in liquidation;
- (e) LESSEE shall make a general assignment for the benefit of creditors or if a receiver or trustee be appointed for the LESSEE'S property; or
- (f) At LESSOR'S option, pursuant to Paragraph 22 of this Lease, LESSEE causes the filing of a construction lien or similar lien on the Leased Property.

17. REMEDIES OF LESSOR. In the event of default by LESSEE, LESSOR will have the following cumulative rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

- (a) To perform any act or do anything required under this Lease to be performed by LESSEE, and to recover the cost thereof from LESSEE;
- (b) To accelerate the maturity of all Rent due and to become due during the remainder of the Lease Term;
- (c) To terminate the Lease, re-enter, and re-let the Property for the account of LESSOR. LESSOR will be entitled to recover from LESSEE all damages that result from LESSEE'S default;
- (d) To keep the Lease in force, re-enter, and re-let the Property for the account

of LESSEE for a period equal to, or greater or less than, the remainder of the Term, at such rental and on such terms and concessions as LESSOR deems reasonable. LESSOR will not be liable for failure to re-let the Property, or, in the event of re-letting, for failure to collect rent therefor;

(e) To keep the Lease in force and to recover from LESSEE the Rent and any other sum due from LESSEE each month or less frequently at the election of LESSOR, or to recover the entire sum due at the expiration of the Term;

(f) To recover from LESSEE all expenses including reasonable costs and charges for repairs to the Leased Property, which amounts will become due when incurred and will become payable to LESSOR on demand; and

(g) To recover reasonable attorneys' fees and costs in connection with any action or proceeding or appeal thereof to enforce this Lease, whether or not the Lease has been terminated, or to secure any rights due LESSOR under this Lease, whether or not any action was instituted.

18. CONDEMNATION. If the whole of the Leased Property shall be taken for any public or quasi-public use under any statute by right of eminent domain or by private purchase in lieu of such taking, this Lease shall terminate on the date when possession shall be taken by the condemning authority and the LESSOR shall be entitled to all damages or proceeds awarded.

19. ENVIRONMENTAL MATTERS; COMPLIANCE WITH ENVIRONMENTAL LAWS. LESSEE shall not use or permit any other party to use the Leased Property for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic waste or substance (collectively, "Hazardous Substances") or solid waste ("Solid Waste") and shall indemnify and hold LESSOR harmless for any such storage or release of any Hazardous Substance or Solid Waste.

20. NOTICE. Any notice, election, or other communication required or permitted hereunder shall be in writing and shall be: (i) delivered in person to the following named parties, (ii) sent by overnight courier service, or (iii) sent by certified or registered United States mail, return receipt requested to the following addresses:

TO LESSOR:

Dr. Henry P. Kellum
1376 Emerald Bay Drive
Destin, FL 32541
Office: 850-837-6645
Email: hpk32541@gmail.com

TO LESSEE: Rachel Hodges

21. HOLDOVER BY LESSEE. If LESSEE continues occupying the Property after the Lease Term ends ("Holdover") then:

(a) if the Holdover is with LESSOR'S written consent, it shall be a month-to-month tenancy, terminable on thirty (30) days advance notice by either party. LESSEE shall pay at the beginning of each month Rent and Additional Rent that is fifty (50%) percent higher than the amount due in the last full month immediately preceding the Holdover period unless LESSOR specifies a lower or higher Rent and Additional Rent in the written consent;

(b) if the Holdover is without LESSOR'S written consent, the LESSEE shall be a LESSEE-at-sufferance. LESSEE shall pay by the first day of each month during the Holdover twice the amount of Rent and Additional Rent due in the last full month immediately preceding the Holdover period and shall be liable for any damages suffered by LESSOR because of LESSEE'S Holdover. LESSOR shall retain its remedies against LESSEE who holds over without written consent.

22. MECHANIC'S LIEN.

(a) Discharge Lien. LESSEE shall, within twenty (20) days after receiving notice of any mechanic's lien for material or work claimed to have been furnished to the Property on LESSEE'S behalf and at LESSEE'S request:

(i) discharge the lien; or

(ii) post a bond equal to the amount of the disputed claim with companies reasonably satisfactory to LESSOR. If LESSEE posts a bond, it shall contest the validity of the lien. LESSEE shall indemnify, defend, and hold LESSOR harmless from losses incurred from these liens.

(c) LESSOR'S Discharge. If LESSEE does not discharge the lien or post the bond within the twenty (20) day period, LESSOR may pay any amounts, including interest and legal fees, to discharge the lien. LESSEE shall be liable to LESSOR for the amounts paid by LESSOR including interest and legal fees.

23. SUBORDINATION. This Lease will be subordinate to any mortgage or other security now existing or later placed upon the property. LESSEE's right to quiet possession will not be disturbed if LESSEE is not in default on the payment of rent or other provision of this Lease.

24. ESTOPPEL CERTIFICATES. LESSOR and LESSEE agree that, at any time during the Lease Term, upon not less than ten (10) days prior written notice from the other, they shall execute and deliver to the requesting party a statement certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification) and the date to which the Rent and other charges are paid in advance, if any, and acknowledging that there are not, to the certified parties knowledge, any uncured defaults by either party, or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrancer of the Leased Property.

25. FORCE MAJEURE. LESSOR and LESSEE shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any non-monetary terms, covenants, and conditions of this Lease when prevented from so doing by a cause or causes beyond their reasonable control, which shall include, without limitation, all labor disputes, governmental regulations or controls, casualty, inability to obtain material or services, and acts of God.

26. TIME OF ESSENCE. Time is of the essence in the performance of all covenants and conditions in this Lease.

27. Option Notice. Not applicable

28. EMERGENCY REPAIRS If in an emergency it shall become necessary for LESSOR to promptly make any repairs for the protection of the Leased Property, including the contents thereof, LESSOR may, but is not obligated, to proceed to have the repairs made and pay the cost thereof.

29. GOVERNMENT REGULATIONS. LESSEE shall promptly comply with all laws, orders, and regulations of all county, municipal, state, federal, and other applicable governmental authorities, and all recorded covenants and restrictions affecting the Leased Property now in force, or that may hereafter be in force, pertaining to LESSEE or its use of the Leased Property, and shall faithfully observe, in the use of the Leased Property, all municipal and county ordinances and state and federal laws now in force or that may hereafter be in force, that shall impose any duty on LESSEE concerning the Leased Property or the use or occupancy of the Leased Property, including all laws relating to fire and safety, hazardous materials, indoor air quality, and to persons with disabilities, and specifically, but without limitation, alterations and other measures necessary to comply with the ADA. ADA shall mean the Americans with Disabilities Act of 1990 and all similar present or future laws, together with all regulations promulgated under any of the laws. At LESSOR'S option, any required compliance, installation and maintenance may be performed by LESSOR, at LESSEE'S expense, to be paid by LESSEE promptly when billed by LESSOR.

30. RADON GAS NOTIFICATION. According to the Radon Gas legislation that became law as of January 1, 1989, the following legend must appear in at least one document, form or application executed at the time of, or prior to, contract for sale and purchase of any building, or the execution of any rental agreement for any building:

“Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may represent health risks to persons who are exposed to it over time. Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.”

31. INDEPENDENT REPRESENTATION: The parties hereto acknowledge that each has retained independent representation, or has had the opportunity to retain independent representation but has elected not to, before executing this Lease. As such, nothing in this

Lease should be construed for or against either party but instead according to its plain language.

32. ATTORNEY'S FEES AND INTEREST: All Fixed Rent, Additional Rent and other rent and any other costs, expenses, sums or amounts payable or reimbursable hereunder by LESSEE to LESSOR shall be deemed to be rent hereunder whether or not designated as such, which, if not promptly paid on or before the date due, time being of the essence shall bear interest at the maximum rate allowed by law from the date due until paid. In the event that any litigation results that relates to this lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including those costs incurred on any appeal or in bankruptcy.

33. WAIVER OF JURY TRIAL; VENUE AND FLORIDA LAW: The exclusive venue for any lawsuit related to this Lease shall be the Circuit or County Court in the County where the property is located. LESSOR and LESSEE both waive trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease Contract or any of its provisions. The laws of the State of Florida shall govern the validity, performance and enforcement of this lease.

34. SIGNS: LESSEE will not place, maintain, and permit any sign or awning on any exterior door, wall, or window of the Leased Property without the express written consent of LESSOR, which will not be unreasonably withheld, and of appropriate governmental authorities. LESSEE will be responsible for the cost involved for the placement of such signs and the cost of removal of such signs that may be placed on the exterior and interior walls related to LESSEE's respected office location, and subject property's Marquis Sign.

35. DESTRUCTION OF THE PREMISES: In the event of a partial destruction of the Leased Property during the term, from any cause except acts or omission of LESSEE, LESSOR will promptly repair the Leased Property, provided that such repairs can be reasonably made within sixty (60) days. Such partial destruction will not terminate this Lease, except that LESSEE will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of LESSEE on the Leased Property. If the repairs cannot be made within sixty (60) days, this Lease may be terminated at the option of either party by giving written notice to the other party within the sixty (60) day period.

36. MISCELLANEOUS PROVISIONS.

(a) This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

(b) No relationship as creditor and debtor between the parties has been created or intended to be created by this Lease, the relationship between LESSOR and LESSEE to be solely that as LESSOR and LESSEE. No security agreements or financing statements under the Uniform Commercial Code or similar statute is authorized hereby, it being understood, however, that the parties do not intend the

foregoing to prevent LESSOR from granting any security interest in its interest in the Leased Property to third parties.

(d) This Lease may be executed in several counterparts, each of which shall be an original. Electronically scanned or faxed signatures shall be deemed as original signatures.

(e) The undersigned parties affirm that they are duly authorized to sign this Lease on behalf of their respective entities.

(f) Attornment: LESSEE agrees that any grantee of LESSOR'S interest to the property will be substituted as the LESSOR under this Lease, and the original LESSOR will be released of all further liability.

(g) Subrogation: To the maximum extent permitted by insurance policies which may be owned by the parties, LESSOR and LESSEE waive any and all rights of subrogation against each other which might otherwise exist

37. ADDITIONAL TERMS:

(a). PAYMENT SUMMARY: This is a 2-year (24 month) term whereas LESEE agrees to pay the following monthly base rent, CAM fees, and sales tax payments as per the attached schedule

For the initial year of the lease, the monthly rent shall be as follows:

Fixed Rent	\$2,500.00
CAM:	\$ 615.00
FL. Sales Tax (currently 6.5%):	<u>\$ 202.48</u>
Total Due 1st of Month:	\$3317.48
Total Due Upon Execution:	\$5817.48 (inclusive of \$2,500 Security Deposit)

The monthly fixed rent for the second year of the lease term shall increase to \$2,575.00 in addition to applicable monthly CAM fees and Sales Tax payments

(b). LESSOR agrees to allow LESSEE to take possession of building upon lease execution provided first month's rent and security deposit are received in full, and LESSEE provides a copy of their General Liability Policy naming Henry P. Kellum Revocable Trust as additionally insured and a copy of the HVAC service agreement.

(b) LESSOR agrees to make the following repairs and improvements to the subject building prior to lease commencement date:

(i) None

(c) LESSEE agrees to the following improvements and installations:

i). Building and roadside marquis signage.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the dates hereinafter set forth.

LESSOR:

Dr. Henry P. Kellum

By: Henry P. Kellum
Dr. Henry P. Kellum, as Trustee of the Henry Paul
Kellum Revocable Trust Dated AS AMENDED
APRIL 28, 2017

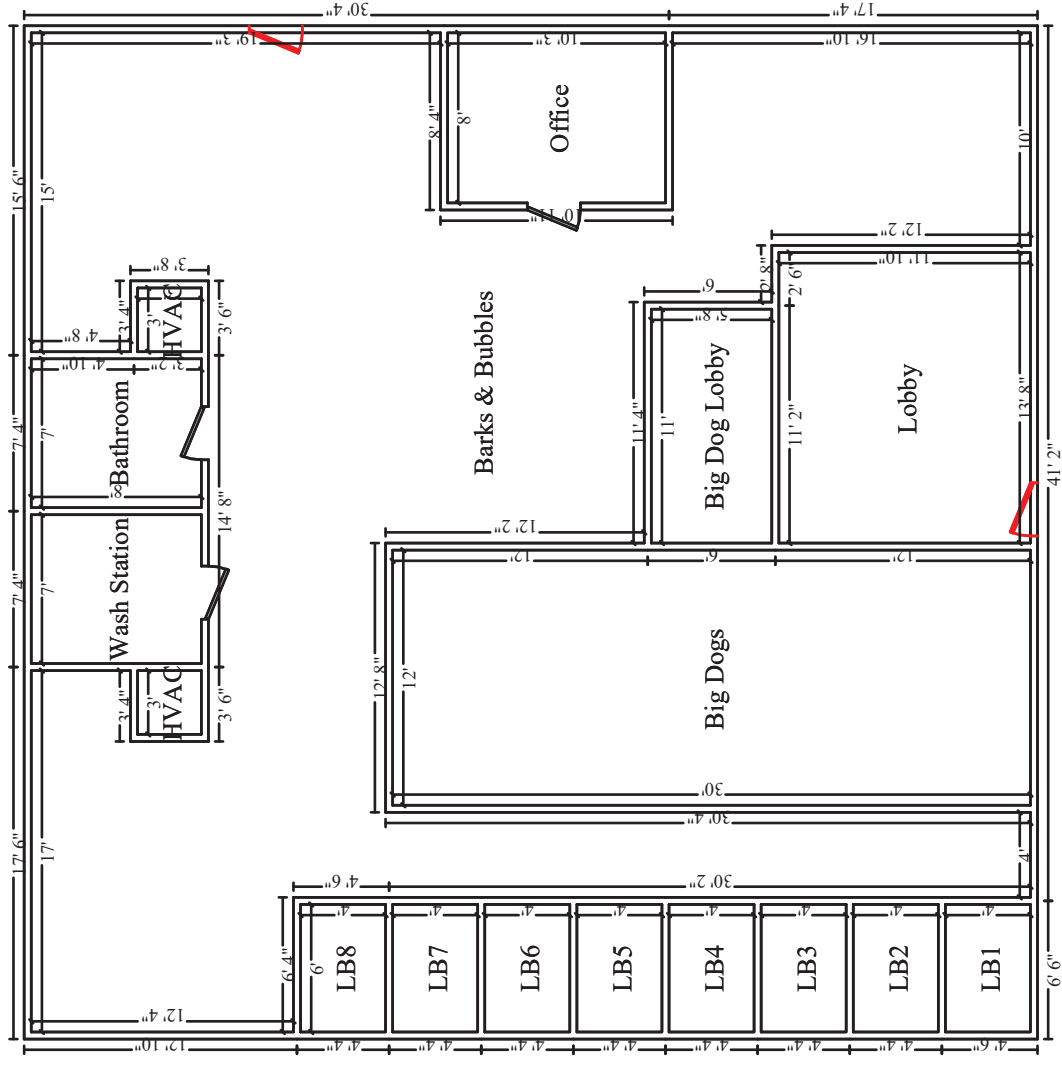
LESSEE:

Rachel Hodges 18 SEP 2021
Rachel Hodges Date

Thomas Hodges 18 SEP 2021
Thomas Hodges Date

Barks and Bubbles, LLC
a _____ LLC

By: _____
Its Authorized Agent Date



CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: December 2, 2021
BOARD/COMMITTEE: Local Planning Agency
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 8.F.

TO: Local Planning Agency

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Steve O'Connor, Principal Planner
Daniel Butler, City Planner
Tunazzina Alam, Planner
Sae More, Planner

DATE: November 22, 2021

SUBJECT: Proposed Conditional Use 21-33-CU – Legacy Townhomes at 98 Palms

I. BACKGROUND: Jenkins Engineering, Inc., on behalf of Oldacre McDonald LLC, is requesting a Conditional Use (21-33-CU) approval for a 66-unit townhome complex to be located along Palm Street and 98 Palms Boulevard. The existing site is 5.59 acres. The associated Parcel IDs are 00-2S-22-0098-0000-001A, 00-2S-22-6401-0000-0040, and 00-2S-22-0000-0013-0000.

II. DISCUSSION: The proposed site is in the **Town Center Mixed Use (TCMU)** Zoning District. The proposed use of long-term multifamily attached dwellings is a conditional use in the Town Center Mixed Use (TCMU) zoning district. This is a review of the conditional use **ONLY**, and the site will be reviewed for full compliance with the City's Codes at the time that the submitted Development Order and Subdivision has been reviewed by the Technical Review Committee (TRC). The following includes a review and analysis of the proposed use based on the **Future Land Use element of the Comprehensive Plan and criteria for conditional uses outlined in the Land Development Code.**

A. COMPREHENSIVE PLAN POLICY ELEMENTS:

As directed by the City's Comprehensive Plan (**Policy 1-2.4.3**), the Town Center Mixed Use (TCMU) zoning district shall be a focal point for reinvestment in a community mixed use center anchored by the Main Street Corridor. Permitted uses are multi-family

residential, high density single family (not less than 7 units per acre), retail, service, restaurant, office, commercial uses and civic uses. The proposed use of multi-family is in line with the intent of the TCMU zoning district.

B. LAND DEVELOPMENT CODE/ZONING ELEMENTS:

The following includes a review and analysis of the proposed conditional use based on the criteria outlined in **Section 7.12.10** of the Land Development Code:

C. CONDITIONAL USE ELEMENTS:

The proposed residential development is a Conditional Use in TCMU, as per Land Development Code **Article 7.12.06 Table 7-2**. In accordance with **Section 7.12.10**, Land Development Code, the applicant provided a conditional use request based upon the following:

- i. Characteristic of Use
- ii. On and Offsite Improvement Needs
- iii. On-site Amenities
- iv. Criteria for Conditional Use

Criteria for Conditional Use, per **Article 7.12.10.C, Land Development Code**:

1. LAND USE COMPATIBILITY

Staff Comments: The proposed use is a Conditional Use within **Table 7-2, Article 7 of the Land Development Code (LDC)**.

Scale and Intensity: Long-term multi-family attached dwellings are listed as a Conditional Use in Town Center Mixed Use (TCMU) zoning district. The project is proposed on a 5.59-acre site. As per **Comprehensive Plan Policy 1-2.4.3: Mixed Use (MU)**, the primary intent of any mixed use designated area is to allow an intense mixture of residential and commercial activity. Residential uses shall include long-term and short-term residential uses. As per **Comprehensive Plan Policy 1-2.4.3.1: Town Center Mixed Use (TCMU)**, permitted uses for this zoning district are: multi-family residential, high density single family (not less than 7 units per acre), retail, service, restaurant, office, commercial, and civic uses. As proposed, the project would have a density of ± 14 units/acre.

Offsite Impacts: There are no anticipated off-site impacts. As proposed, the conditional use meets the intent of TCMU zoning district and is of sufficient size to accommodate all required landscaping and buffering needed to mitigate negative impacts, such as lighting, noise, pollution, etc.

2. SUFFICIENT SIZE, SITE SPECIFICATIONS, AND INFRASTRUCTURE

Staff Comments: The proposed project is compliant with the dimensional requirements listed in **Table 7-3, Article 7.12.08 of the Land Development Code**.

Size: The project being proposed is a 66-unit ($\pm 1,800$ SF each) townhome complex on a 5.59-acre ($\pm 239,110.26$ SF) site. The subject property is large enough in size to accommodate all required facilities and design requirements related to a multi-family residential complex. As shown on the preliminary site plan, the applicant is proposing adequate screening, buffers, landscaping, and off-street parking.

Access and Internal Circulation: Vehicular access to the property will be provided by a two-way drive from both 98 Palms Blvd and Palm St public Right-of-Ways (ROW), which link to internal streets within the development. The project will be required to comply with the design standards in accordance with **Article 8.04.00, Access Management, Land Development Code**. Additionally, the applicant is proposing an internal sidewalk network allowing easy circulation within the project.

Urban Design Enhancement: The project is to be located on a vacant lot. Currently, exterior improvements of the lot consist of the inclusion of a two-way vehicular access to ensure necessary access for the townhomes to comply with the requirements of **Article 8.06.00, Vehicle and Parking Standards, Land Development Code**. While the full design will be reviewed at the time a development order is submitted, the site is of sufficient size to provide the necessary screening, buffers, sidewalks, landscaping, setbacks, and open space as required by the Land Development Code.

3. PROPER USE OF MITIGATIVE TECHNIQUES

Staff Comments: Currently, as previously stated, the Major Development Order and Major Subdivision is under review by the Technical Review Committee (TRC). As such, the project will be required to comply with the stormwater requirements per **Article 10.03.02, Stormwater Management, Land Development Code**, and all other applicable mitigative techniques.

4. HAZARDOUS WASTE

Staff Comments: No hazardous waste is anticipated. The project is required to provide sediment, erosion, and pollution control measures in accordance with **Article 11.09.00, Illicit Discharge Detection and Elimination, Land Development Code**.

5. OVER PROLIFERATION OF USE

Staff Comments: Long-term multi-family attached dwelling units are a conditional use in TCMU zoning district. Staff estimates that there are ± 5 multifamily complexes throughout the City within the TCMU zoning district, therefore, illustrating that the proposed use is compatible with the surrounding uses without an over proliferation of multi-family attached dwellings.

6. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

Staff Comments: As proposed, the project meets the land development standards and regulations outlined in the Land Development Code and the policies and objectives of the Comprehensive Plan.

7. PUBLIC COMMENT -None received to date

A. Link to Strategic Goals / Objectives: 1) Economic Development and Revitalization

B. Effect on Budget (EOB): There is no anticipated impact on the budget.

C. Level of Service (LOS): There will be a minimal impact on the Level of Service in the area of the 98 Palms/Main Street corridors. According to the Traffic Impact Analysis submitted, dated February 2021, the proposed project is anticipated to generate 44 PM peak hour trips.

III. CONCLUSION: The Applicant is requesting a Conditional Use (21-33-CU) approval for the construction of a 66-unit, long-term multifamily attached dwelling and the related site infrastructure. The project is a Conditional Use in TCMU , **Article 7.12.00, Land Development Code**.

The project is consistent with the following:

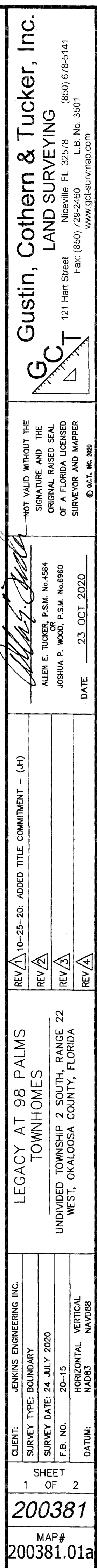
1. Comprehensive Plan **Policy 1-2: Future Land Use Element**.
2. Comprehensive Plan **Policy 12-4.1.8: Multi-Modal Transportation District**.
3. Land Development standards outlined in **Article 7, Land Development Code**.

Based upon these findings, Staff recommends that the Local Planning Agency recommend City Council approve Conditional Use 21-33-CU pending the issuance and approval of the subject Major Development Order, Major Subdivision, and all applicable City and State permits.

IV. RECOMMENDED MOTION: I move that the Local Planning Agency recommend City Council approve Conditional Use 21-33-CU pending the issuance and approval of the subject Major Development Order, Major Subdivision, and all applicable City and State permits.

Attachments:

1. 20-28 - Survey_v1
2. 20-28 - Agent Affidavit_v1
3. 20-28 - Civil Design Plans_v1
4. 20-28 - Deed_v1
5. 20-28 - Landscape Plan_v1



10/26/2020 1:37 PM JHUFFNE C:\Survey-Pro\2020\200381 LEGACY AT 98 PALMS TH\DWG\ALTA\200381.dwg LEGACY AT 98 PALMS ALTA.dwg

LEGEND:

- = NUMBER
= DISTANCE NOT TO SCALE
L.B. = LICENSED BUSINESS
= LICENSED SURVEYOR
No. O.R. = PROFESSIONAL SURVEYOR
P.S.M. = PROFESSIONAL SURVEYOR
AND MAPPER
AC. = ACRES
O.R. = OFFICIAL RECORDS BOOK / PAGE
P.B. = PLAT BOOK / PAGE
D.B. = DEED BOOK / PAGE
± = MORE OR LESS
R/W = RIGHT OF WAY
CL = CENTERLINE
FCM = FOUND CONCRETE MONUMENT
FIR = FOUND IRON ROD
FND = FOUND NAIL AND DISK
ID = IDENTIFICATION
NO ID = NO IDENTIFICATION
NAD = NORTH AMERICAN DATUM
NAVD = NORTH AMERICAN VERTICAL DATUM
INV = INVERT
(F) = FIELD MEASURED DATA
(D) = DEED DATA
(P) = RECORD PLAT DATA
M = WATER METER
A/C = AIR CONDITIONER
P = POWER POLE AND GUY ANCHOR
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
R = RADIUS
A = ARC LENGTH
CA = DELTA ANGLE
CB = CHORD BEARING
C = CHORD
T = TELEPHONE SERVICE BOX
S = SANITARY SEWER MANHOLE
D = STORM DRAINAGE MANHOLE
V = WATER VALVE
TV = TELEVISION SERVICE BOX
L = LIGHT POLE
R = ROAD SIGN
RCP = REINFORCED CONCRETE PIPE
CPP = CORRUGATED PLASTIC PIPE
SWR = SANITARY SEWER PIPE
OHE = OVERHEAD ELECTRIC
X0.00 = SPOT ELEVATION
ELEV. = ELEVATION
SSO = SANITARY SEWER STUB OUT
SCO = SANITARY SEWER CLEAN OUT

SURVEY REPORT

1. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
2. THIS SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J--17.051 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
3. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
4. APPARENT USES ARE AS SHOWN.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
6. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST RIGHT OF WAY LINE OF MATTIE KELLY BOULEVARD (80 FOOT RIGHT OF WAY), SAID LINE BEARING N 14°52'00" E AS ESTABLISHED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983.
7. THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
8. THIS PARCEL LIES IN FLOOD ZONE X (NO MINIMUM), AS DETERMINED BY SCALE FROM FEMA PANEL #12091C0488 H, DATED 12/06/2002, AND FURNISHED BY OKALOOSA COUNTY GEOGRAPHIC INFORMATION SERVICE.
9. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.
10. ELEVATIONS SHOWN HEREON BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.
11. TREE INFORMATION SHOWN HEREON PER BIOME TREE SURVEY MAP (JOB NO. 2004.069, DATED 07/24/2020) AND WAS FIELD SPOT CHECKED FOR ACCURACY.

LEGAL DESCRIPTION (AS WRITTEN):

PARCEL A

A PARCEL OF LAND IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, SITUATED EAST OF 98 PALMS SUBDIVISION (PLAT BOOK 19, PAGE 55) AND MATTIE KELLY BOULEVARD (80 FOOT PUBLIC RIGHT OF WAY), OKALOOSA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD (L.B. #3501), MARKING THE NORTHEAST CORNER OF SAID 98 PALMS SUBDIVISION, SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF SAID MATTIE KELLY BOULEVARD; THENCE S 14°52'00" W ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 302.67 FEET TO AN IRON ROD (L.B. 3724), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, PROCEED S 75°07'37" E, A DISTANCE OF 226.69 FEET; THENCE S 14°51'31" W, A DISTANCE OF 200.00 FEET TO AN IRON ROD (L.B. 3724); THENCE N 75°08'21" W, A DISTANCE OF 226.71 FEET TO AN IRON ROD (L.B. 3724), SAID POINT LYING ON THE AFORESAID EAST RIGHT OF WAY LINE OF MATTIE KELLY BOULEVARD; THENCE N 14°52'00" E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 200.05 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.04 ACRES, MORE OR LESS.

PARCEL B

A PARCEL OF LAND LYING IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING LOT 4, VINTAGE DESTIN (PLAT BOOK 29, PAGES 10 AND 11) AND A PORTION OF LOT 1, 98 PALMS II (PLAT BOOK 20, PAGES 33 AND 34), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 2, VINTAGE DESTIN, SAID CORNER LYING ON THE WESTERLY RIGHT OF WAY LINE OF MATTIE KELLY BOULEVARD (80 FOOT WIDE PUBLIC RIGHT OF WAY), AND BEING ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 11°42'03", AN ARC DISTANCE OF 53.10 FEET, (CHORD BEARING = S 08°50'56" W, CHORD = 53.00 FEET); THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING (2) TWO CALLS: 1) S 14°41'57" W, A DISTANCE OF 90.15 FEET; 2) THENCE S 14°52'00" W, A DISTANCE OF 284.60 FEET TO AN EASTERLY CORNER OF THE 98 PALMS SHOPPING CENTER PARCEL (OFFICIAL RECORDS BOOK 3101, PAGE 613); THENCE ALONG THE EASTERLY LINE THEREOF THE FOLLOWING (9) NINE CALLS: 1) N 74°32'08" W, A DISTANCE OF 22.36 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 288.00 FEET; 2) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°57'02", AN ARC DISTANCE OF 155.57 FEET, (CHORD BEARING = S 89°22'55" W, CHORD = 153.69 FEET); 3) THENCE S 73°54'25" W, A DISTANCE OF 183.21 FEET; 4) THENCE N 28°08'26" W, A DISTANCE OF 132.34 FEET; 5) THENCE S 61°20'33" W, A DISTANCE OF 3.01 FEET; 6) THENCE N 28°11'38" W, A DISTANCE OF 70.18 FEET; 7) THENCE N 61°20'33" E, A DISTANCE OF 5.07 FEET; 8) THENCE N 28°09'32" W, A DISTANCE OF 27.93 FEET; 9) THENCE N 61°59'17" E, A DISTANCE OF 261.41 FEET, SAID POINT BEING AN EXTENSION OF THE EASTERLY LINE THEREOF; THENCE DEPARTING SAID EASTERLY LINE EXTENSION, PROCEED N 28°09'32" W, A DISTANCE OF 293.79 FEET TO THE NORTHWEST CORNER AFORESAID LOT 4; THENCE S 75°07'49" E ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 486.41 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 4.45 ACRES, MORE OR LESS.

ALLIANT NATIONAL TITLE INSURANCE COMPANY

COMMITMENT #20009183 (DATED: 27 MAY 2020 @ 8:00AM)

THE EXCEPTIONS SHOWN HEREIN ARE LISTED NUMERICALLY COINCIDENT WITH THE SCHEDULE B-II EXCEPTIONS IN THE AFORESAID TITLE COMMITMENT, AND ARE SHOWN FOR CLARIFICATION OF THE INSTRUMENTS AS THEY APPLY TO THIS SURVEY.

10. P.B. 20/33 - PLAT OF 98 PALMS II EASEMENTS
O.R. 2276/1575 - 20.0' WIDE SEWER AND WATER EASEMENT ON NORTH SIDE OF LOT 1 AND SUBJECT PARCEL.
AFFECTS SUBJECT PARCEL AS SHOWN.
11. a)O.R. 2188/654 - DECLARATION OF RESTRICTIVE COVENANTS.
b)O.R. 2271/2 - RE-RECORDING
c)O.R. 2313/2148 - FIRST AMENDMENT PERTAINS TO SHAMROCK LEASE (WALGREENS) AND WINN-DIXIE
DOES NOT AFFECT SUBJECT PARCEL.
12. O.R. 2701/1955 - UNITY OF DEVELOPMENT AGREEMENT.
OWNERS AGREE FOR THE PARCELS TO BE DEVELOPED UNDER A MASTER DEVELOPMENT PLAN TO BE ISSUED BY THE CITY OF DESTIN.
AFFECTS SUBJECT PARCEL AND IS BLANKET IN NATURE.
13. O.R. 2205/1578 - EASEMENT AGREEMENT.
EASEMENTS FOR INGRESS/EGRESS/UTILITIES.
DOES NOT AFFECT SUBJECT PARCEL.
14. O.R. 2205/1590 - EASEMENT AGREEMENT
EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF

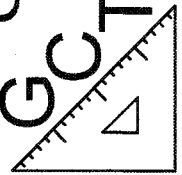
- IMPROVEMENTS AND PEDESTRIAN INGRESS/EGRESS.
DOES NOT AFFECT SUBJECT PARCEL.
15. O.R. 2206/3635 - EASEMENT AGREEMENT
EASEMENTS FOR PEDESTRIAN AND VEHICULAR TRAFFIC, ALONG WITH AN EASEMENT FOR DRAINAGE.
DOES NOT AFFECT SUBJECT PARCEL.
16. O.R. 2276/1575 - UNDERGROUND UTILITY EASEMENT "EASEMENT AREA 1"
20.0' WIDE SEWER AND WATER EASEMENT RUNNING ALONG NORTH SIDE OF SUBJECT PARCEL.
AFFECTS SUBJECT PARCEL AS SHOWN.
"EASEMENT AREA 2"
10.0' WIDE SEWER AND WATER EASEMENT RUNNING ALONG THE SOUTH LINE OF LOTS 2, 3 AND 4 IN 98 PALMS II PLAT.
DOES NOT AFFECT SUBJECT PARCEL.
"EASEMENT AREA 3"
25'x25' LIFT STATION EASEMENT LYING ON THE EAST LINE OF LOT 4, 98 PALMS II PLAT.
DOES NOT AFFECT SUBJECT PARCEL.
17. O.R. 2549/3042 - SIGN EASEMENT
EASEMENT GRANTS RIGHTS OF USE AND ACCESS TO THE SIGN TO 98 PALMS SHOPPING CENTER, THE SHORES AND THE DISTRICT PROPERTY.
APPURTENANT TO SUBJECT PROPERTY, NOTHING TO SHOW.
18. O.R. 239/603 - 100' GULF POWER CO. EASEMENT
EASEMENT WITH THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN TRANSMISSION LINES, TELEPHONE, TOWERS, POLES AND APPLIANCES. EASEMENT RUNS ALONG NORTH LINE OF OVERALL 72.67 ACRE PARCEL.
DOES NOT AFFECT SUBJECT PARCEL.

19. O.R. 3416/2473 - RIGHT OF ACCESS
EASEMENT GRANTED TO COX COMMUNICATIONS. EASEMENT LIES WITHIN 98 PALMS BLVD. RIGHT-OF-WAY.
DOES NOT AFFECT SUBJECT PARCEL.
20. P.B. ____/____ - PROPOSED DESTIN TOWNHOMES RESTRICTIONS, RESERVATIONS, COVENANTS, EASEMENTS AND CONDITIONS, AS SHOWN ON SAID PROPOSED PLAT.

Gustin, Cothorn & Tucker, Inc.

LAND SURVEYING

121 Hort Street Niceville, FL 32578 (850) 678-5141
Fax: (850) 729-2460 L.B. No. 3501
www.gct-survey.com



SHEET
2
OF 2

200381

MAP NO.
200381.01a

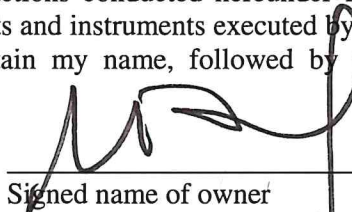
AGENT AFFIDAVIT

SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Mark McDonald am presently the owner and/or leaseholder at the property at Parcel ID #s: 00-2S-22-0098-0000-001A and 00-2S-22-0000-0013-0000 and 00-2S-22-6401-0000-0040 and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do make, constitute and appoint Jenkins Engineering, Inc. whose address is 1234 Airport Road, Suite 126, Destin, FL 32541, County of Okaloosa, State of Florida, my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as my agent in any and all matters pertaining to Land Development & Permitting.

FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal and personal representative, and assigns.

PROVIDED, however, that any and all transactions conducted hereunder for me or for my account shall be transacted in my name, and that all endorsements and instruments executed by the said attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my said attorney and the designation "Attorney-in-Fact".


Signed name of owner

MARK McDONALD

Printed name of owner

Witnessed by:


Signed name

E.H. CAMP JR
Printed name


Signed name

Michelle Lennon
Printed name

STATE OF Tennessee
COUNTY OF DAVIDSON

Before me, the undersigned Notary Public in and for said County and State, appeared MARK McDONALD who is personally known to me or who produced N/A identification, and who did not take an oath, and who is known to me to be the individual described by said name who executed the foregoing instrument, and acknowledged and declared that the said individual executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 5th day of OCTOBER, 2020.

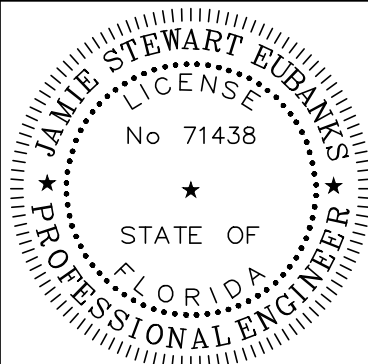



Signed name

Kailyn Weiss

Printed name

My Commission Expires: 7/9/2024



JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

[illegible]

PALM STREET TOWNHOMES
CITY OF DESTIN, FLORIDA

GENERAL NOTES

BAR IS ONE INCH ON ORIGINAL
0  1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

SHEET NUMBER

SHEET NUMBER

SHEET NUMBER

SHEET NUMBER

CITY OF DESTIN DUST CONTROL REQUIREMENTS

1. GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 30 MILES PER HOUR.
2. WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
3. CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.
4. STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.
5. CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.
6. WATER WILL BE APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.
7. GROUND COVER WILL BE PLACED FOR ALL OPEN AREAS IMMEDIATELY AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
8. DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE SHALL BE CLEARLY INDICATED.
9. CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNDERCARBAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER ONTO THE ADJACENT RIGHT-OF-WAYS.
10. MAXIMUM SPEED OF CONSTRUCTION EQUIPMENT OR MATERIAL DELIVERIES SHALL BE 20 MILES PER HOUR.
11. ANY SOIL, SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ON ANY RIGHT-OF-WAYS NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS.
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ANY DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAINMENT AREAS ARE IN PROPER WORKING CONDITION AND MEET THE MANUFACTURER'S REQUIREMENTS OR STANDARD INDUSTRY PRACTICE.
13. MONITORING OF DUST EMISSIONS SHALL BE DONE TO ENSURE COMPLIANCE WITH RELEVANT REGULATORY REQUIREMENTS.
14. CONTRACTOR SHALL MAINTAIN A DAILY DUST CONTROL CHECKLIST AND SHALL PROVIDE TO THE CITY UPON REQUEST TO DOCUMENT COMPLIANCE WITH THESE REQUIREMENTS, AND MAINTAIN AT THE JOB SITE AT ALL TIMES.

1. ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO: PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRANSIT ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VDB)
2. FOR ANY ACTIVITY EXCEEDING 80 VDB THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE CITY OF DENTON WITH A VIBRATION MINIMIZATION AND MITIGATION PLAN TO REDUCE IMPACTS TO THE SURROUNDING AREAS.

1. ALL FIRE DISTRICT REVIEWS WILL BE IN ACCORDANCE WITH THE 5TH EDITION, FLORIDA FIRE PREVENTION CODE, APPROPRIATE FLORIDA STATUTES, FLORIDA ADMINISTRATIVE CODES, AND LOCAL ORDINANCES. SUBMITTALS SHALL COMPLY WITH FLA STATUTE 61G15-32. ALL SUBMITTALS SHALL REFERENCE THE APPROPRIATE CODE EDITIONS.
2. THE FIRE PROTECTION SYSTEM SHALL BE DESIGNED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. ALL SUBMITTALS SHALL BE SEALED, SIGNED, AND DATED BY THE ENGINEER OF RECORD. THE RECORD OF RECORD SHALL INCLUDE HYDRAULIC CALCULATIONS FOR THE FIRE SPRINKLER SYSTEM. (F.A.C. 61G15-32)
3. THE FIRE ALARM SYSTEM SHALL BE DESIGNED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. ALL SUBMITTALS SHALL BE SEALED, SIGNED, AND DATED BY THE ENGINEER OF RECORD. (F.A.C. 61G15-32)
4. A WATER SUPPLY FOR FIRE PROTECTION, EITHER TEMPORARY OR PERMANENT AND ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION, SHALL BE MADE AVAILABLE PRIOR TO DELIVERY OF COMBUSTIBLE MATERIALS. (NFPA 1: 16.1.4 & 18.3)
5. FIRE DEPARTMENT ACCESS TO AND ON THE SITE SHALL BE MAINTAINED AT ALL TIMES. (2012 NFPA CH.18.2.3)
6. THE UNDERGROUND FIRE SERVICE LINE, FROM THE POINT OF SERVICE TO 12' ABOVE THE FINISH FLOOR, SHALL BE INSTALLED BY A CONTRACTOR LICENSED TO INSTALL THE DEDICATED PORTION OF THE FIRE SERVICE LINE, THE DESIGNATED POINT OF SERVICE SHALL BE APPROVED BY DESTIN FIRE DISTRICT. ONE (1) SET OF DRAWINGS OF THE PLANNED UNDERGROUND AND MATERIAL DATA SHEETS MUST BE SUBMITTED TO THIS OFFICE FOR REVIEW AND APPROVAL PRIOR TO STARTING INSTALLATION. (FL. STATUTE 633.634; NFPA NFPA13 CH.10)
7. A RAPID ENTRY BOX (KNOX BOX) IS REQUIRED. CONTACT DESTIN FIRE DISTRICT PRIOR TO ORDERING.
8. FIRE FIGHTER SAFETY SYMBOLS ARE REQUIRED. (FS 633.027)
9. THE FIRE DISTRICT REQUIRES A COMPLETE ELECTRONIC PACKAGE OF PDF FILES ON A CD OR USB. THE SET OF SUBMITTALS MUST INCLUDE ENGINEERED DRAWINGS OF THE FIRE SPRINKLER AND FIRE ALARM SYSTEMS.
10. FIRE SAFETY PUBLIC SAFETY FACILITIES FEES (IMPACT FEES) AND PLAN REVIEW FEES WILL BE ASSESSED WHEN BUILDING PLANS ARE SUBMITTED. ALL FEES MUST BE PAID UPON COMPLETION OF REVIEW.

ARCHAEOLOGICAL/HISTORICAL PROTECTION:

ARCHAEOLOGICAL AND HISTORICAL SITES, CEMETERIES, AND BURIAL GROUNDS SHALL BE PRESERVED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, REGIONAL, AND LOCAL LAWS, ORDINANCES, RULES, AND REGULATIONS. THE STATE DIVISION OF ARCHIVES, HISTORY AND RECORDS MANAGEMENT SHALL BE CONSULTED TO DETERMINE WHAT RESOURCES MAY BE LOCATED ON A MINING SITE. ANY ARCHAEOLOGICAL ARTIFACTS FOUND DURING EXCAVATION SHALL BE SUBJECT TO THE ARCHAEOLOGICAL PROVISIONS OF THE CITY OF DESTIN COMPREHENSIVE PLAN.

1. DEVELOPMENT SHALL PROVIDE A POSTED SIGN NOTIFYING THE PUBLIC OF THE NAME, AND 24 HOURS A DAY, 7 DAYS A WEEK EMERGENCY CONTACT PHONE NUMBER OF THE PARTY RESPONSIBLE FOR DEVELOPMENT SITE.
2. SIGN SHALL BE NO LARGER THAN 18"x24" AND NO SMALLER THAN 10"x16".
3. SIGN SHALL BE PROMINENTLY PLACED ON SITE, NO FURTHER THAN 5 FEET FROM ADJACENT SIDEWALK AND NO FURTHER THAN 10 FEET FROM RIGHT-OF-WAY.
4. SIGN SHALL BE REMOVED AT THE END OF OWNERSHIP PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. OWNER SHALL PROVIDE CITY WITH A PHOTO OF SIGN AND POSTING OF PROPERTY AFFIDAVIT WITHIN 7 DAYS OF SIGN BEING POSTED.
6. SIGN SHALL BE REMOVED WITHIN 5 DAYS AFTER ISSUANCE OF CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLETION FOR THE PROJECT.

THE SCREENING MATERIAL SHALL BE MADE OF AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-IMPERVIOUS TO DUST AND DIRT. THE SCREENING SHALL BE OF A FINENESS SUCH THAT NO MATERIAL OVER ONE EIGHTH (1/8) INCH IN SIZE SHALL PASS THROUGH THE MESH. SUCH SCREENING SHALL BE MAINTAINED IN GOOD CONDITION AND TAUT THROUGHOUT THE ALLOTTED PERMIT TERM. THE MINIMUM HEIGHT OF FIVE (5) FEET AND A MAXIMUM HEIGHT OF EIGHT (8) FEET. THE SCREENING MATERIAL SHALL BE MAINTAINED IN GOOD CONDITION AND TAUT THROUGHOUT THE ALLOTTED PERMIT TERM. THE SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE THE FINISHED GRADE OF THE DEVELOPMENT SITE IS HIGHER BY MORE THAN ONE (1) FOOT OR MORE THAN TWO (2) FEET FROM THE EXISTING GRADE, THE EXISTING GRADE SHALL BE PROTECTED BY THE FINISHED GRADE AND NOT THE EXISTING GRADE. A FENCE SCREENING SHALL BE PLACED AT THE

CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH CONSTRUCTION SCREENING ORDINANCE SECTION 6-51 OF DESTIN CODE OF ORDINANCES. SCREENING MATERIAL SHALL BE AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS TO DUST AND DIRT. NO MATERIAL SHALL BE USED THAT IS EITHER A FLAMMABLE LIQUID OR A FLAMMABLE SOLID. THE SCREENING TO THE CONSTRUCTION FENCE, FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF 5 FEET AND MAXIMUM HEIGHT OF 8 FEET. MATERIAL SHALL BE MAINTAINED IN GOOD CONDITIONS AND TAUT THROUGHOUT THE ALLOTTED PERMIT TIME. SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION, IN CASES WHERE FINISHED GRADE AT THE SITE IS HIGHER BY MORE THAN 1 FOOT OR MORE THAN THE GRADE OF THE EXISTING FENCE, THE SCREENING SHALL BE MAINTAINED AT THE FINISHED GRADE AND NOT EXISTING GRADE. REFER TO ORDINANCE FOR SPECIFIC LANGUAGE.

ALL PAVEMENT STRIPING WITHIN PUBLIC RIGHT-OF-WAY SHALL BE THERMOPLASTIC STRIPING IN ACCORDANCE WITH THE MATERIALS, EQUIPMENT, APPLICATIONS, AND APPROVAL/CERTIFICATIONS LISTED IN SECTION 711 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, JULY 2020 OR LATEST AVAILABLE EDITION. ALL STRIPING WITHIN RIGHT-OF-WAY SHALL BE THERMOPLASTIC STRIPING.

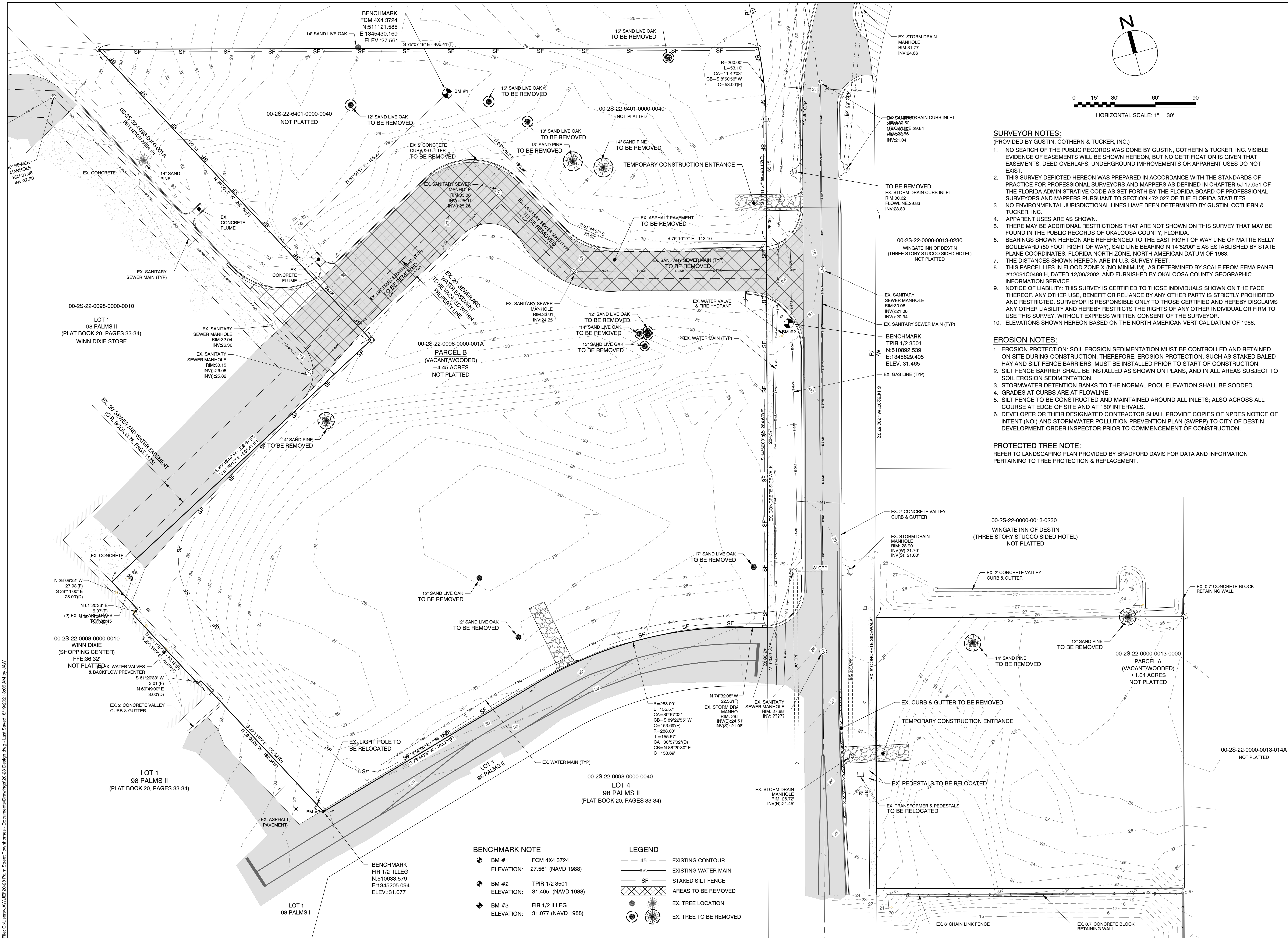
DRIVE AISLES AND ROADWAYS SHALL BE 2.5" HEAVY DUTY PAVEMENT IN ACCORDANCE WITH RECOMMENDATIONS PROVIDED IN SOUTHERN EARTH SCIENCES REPORT, PROJECT NUMBER P17-0638, DATED DECEMBER 22, 2017. PARKING SPACES SHALL BE STANDARD DUTY 2" PAVEMENT IN ACCORDANCE WITH THE SAME DOCUMENT. PAVEMENT DETAILS ARE SHOWN ON SHEET C11.

1. PRIOR TO OBTAINING ANY CITY OF DESTIN PERMITS, DEVELOPER/CONTRACTOR SHALL OBTAIN AN FDP NPDES PERMIT AND SUBMIT A COPY TO THE PUBLIC SERVICES DIRECTOR.
2. THE DEVELOPER/OWNER, ENGINEER OF RECORD, AND CONTRACTOR SHALL MAKE THEMSELVES FAMILIAR WITH THE CODES LOCATED IN CHAPTER 8 (TRANSPORTATION) OF THE CITY OF DESTIN LAND DEVELOPMENT CODE, AND COMPLY WITH THE CODES PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY.
3. THE DEVELOPER/OWNER, ENGINEER OF RECORD, AND CONTRACTOR SHALL MAKE THEMSELVES FAMILIAR WITH THE CODES LOCATED IN CHAPTER 11-09.00 (ILLICIT DISCHARGE) OF THE CITY OF DESTIN LAND DEVELOPMENT CODE, AND COMPLY WITH THE CODES PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY.

1. PROPER PERMITTING MUST BE APPLIED FOR AND APPROVED PRIOR TO ANY WORK BEING PERFORMED ON THE SUBJECT PROPERTY.
2. TWO (2) FULL SETS OF SIGNED AND SEALED CONSTRUCTION PLANS AND ONE (1) CD, SPECIFICATIONS, AND RELATED DOCUMENTS (SITE PLAN) AS REQUIRED BY THE FLORIDA BUILDING CODE CHAPTER 1 MUST BE SUBMITTED TO AND BE REVIEWED BY THE BUILDING DIVISION PRIOR TO ISSUANCE OF A PERMIT.
3. PLANS SHALL BE BASED ON THE FOLLOWING CODES (AS APPLICABLE) AND NOTED ON THE CONSTRUCTION DRAWINGS INFORMATIONAL PAGE: 2020 FLORIDA BUILDING CODE, 2020 FLORIDA FIRE PREVENTION CODE, AND 2020 NATIONAL ELECTRICAL CODE. THE FOLLOWING MINIMUM INFORMATION WILL BE REQUIRED AS APPLICABLE: CONSTRUCTION TYPE, OCCUPANCY CLASSIFICATION, OCCUPANCY LOAD, MEAN ROOF HEIGHT AND PITCH, BUILDING AREA, AREA MODIFICATION, FIRE PROTECTION - SPRINKLED/NON-SPRINKLED, ULTIMATE WIND SPEED - RISK CATEGORY, MINIMUM PRESSURE COEFFICIENT, DESIGN LOAD BEARING VALUE OF SOILS. (FOR A COMPLETE LIST OF MINIMUM PLAN REVIEW CRITERIA SEE 107.3-4 FBC).
4. DESTIN FIRE CONTROL DISTRICT APPROVAL LETTER BASED ON FINAL CONSTRUCTION DOCUMENTS PRIOR TO ISSUANCE OR A PERMIT.

DEVELOPMENT SCHEDULE							
TASK	MO. 1	MO. 2	MO. 3	MO. 4	MO. 5	MO. 6	MO. 7
E&S INSTALLATION & MAINTENANCE							
SITE CLEARING							
ROUGH GRADING							
UTILITY CONSTRUCTION							
STORMWATER CONSTRUCTION							
ROADWAY BASE PREPARATION							
CURB AND SIDEWALK CONSTRUCTION							
PAVING							
FINAL GRADING							
BUILDING CONSTRUCTION							
AMENITY CONSTRUCTION							
FINISHED GRADING							
FINAL LANDSCAPING							

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- SURVEYOR NOTES:**
(PROVIDED BY GUSTIN, COTHERN & TUCKER, INC.)
- NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
 - THIS SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
 - NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
 - APPARENT USES ARE AS SHOWN.
 - THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
 - BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST RIGHT OF WAY LINE OF MATTIE KELLY BOULEVARD (80 FOOT RIGHT OF WAY), SAID LINE BEARING N 14°52'00" E AS ESTABLISHED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983.
 - THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
 - THIS PARCEL LIES IN FLOOD ZONE X (NO MINIMUM), AS DETERMINED BY SCALE FROM FEMA PANEL #12091C0488 H, DATED 12/06/2002, AND FURNISHED BY OKALOOSA COUNTY GEOGRAPHIC INFORMATION SERVICE.
 - NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.
 - ELEVATIONS SHOWN HEREON BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

- EROSION NOTES:**
- EROSION PROTECTION: SOIL EROSION SEDIMENTATION MUST BE CONTROLLED AND RETAINED ON SITE DURING CONSTRUCTION. THEREFORE, EROSION PROTECTION, SUCH AS STAKED BALED HAY AND SILT FENCE BARRIERS, MUST BE INSTALLED PRIOR TO START OF CONSTRUCTION.
 - SILT FENCE BARRIER SHALL BE INSTALLED AS SHOWN ON PLANS, AND IN ALL AREAS SUBJECT TO SOIL EROSION SEDIMENTATION.
 - STORMWATER DETENTION BANKS TO THE NORMAL POOL ELEVATION SHALL BE SODDED.
 - GRADES AT CURBS ARE AT FLOWLINE.
 - SILT FENCE TO BE CONSTRUCTED AND MAINTAINED AROUND ALL INLETS; ALSO ACROSS ALL COURSE AT EDGE OF SITE AND AT 150' INTERVALS.
 - DEVELOPER OR THEIR DESIGNATED CONTRACTOR SHALL PROVIDE COPIES OF NPDES NOTICE OF INTENT (NOI) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) TO CITY OF DESTIN DEVELOPMENT ORDER INSPECTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.

PROTECTED TREE NOTE:
REFER TO LANDSCAPING PLAN PROVIDED BY BRADFORD DAVIS FOR DATA AND INFORMATION PERTAINING TO TREE PROTECTION & REPLACEMENT.

BENCHMARK NOTE

- BM #1 FCM 4X4 3724
ELEVATION: 27.561 (NAVD 1988)
- BM #2 TPIR 1/2 3501
ELEVATION: 31.465 (NAVD 1988)
- BM #3 FIR 1/2 ILLEG
ELEVATION: 31.077 (NAVD 1988)

LEGEND

- 45 — EXISTING CONTOUR
- E-W — EXISTING WATER MAIN
- SF — STAKED SILT FENCE
- ▨ AREAS TO BE REMOVED
- EX. TREE LOCATION
- ⊙ EX. TREE TO BE REMOVED

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JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

OLDACRE MCDONALD, LLC

PALM STREET TOWNHOMES
CITY OF DESTIN, FLORIDA

EXISTING CONDITIONS & DEMOLITION PLAN

JOB: 20-28
DATE: 08/11/21
DESIGNED: JSE
DRAWN: DCM

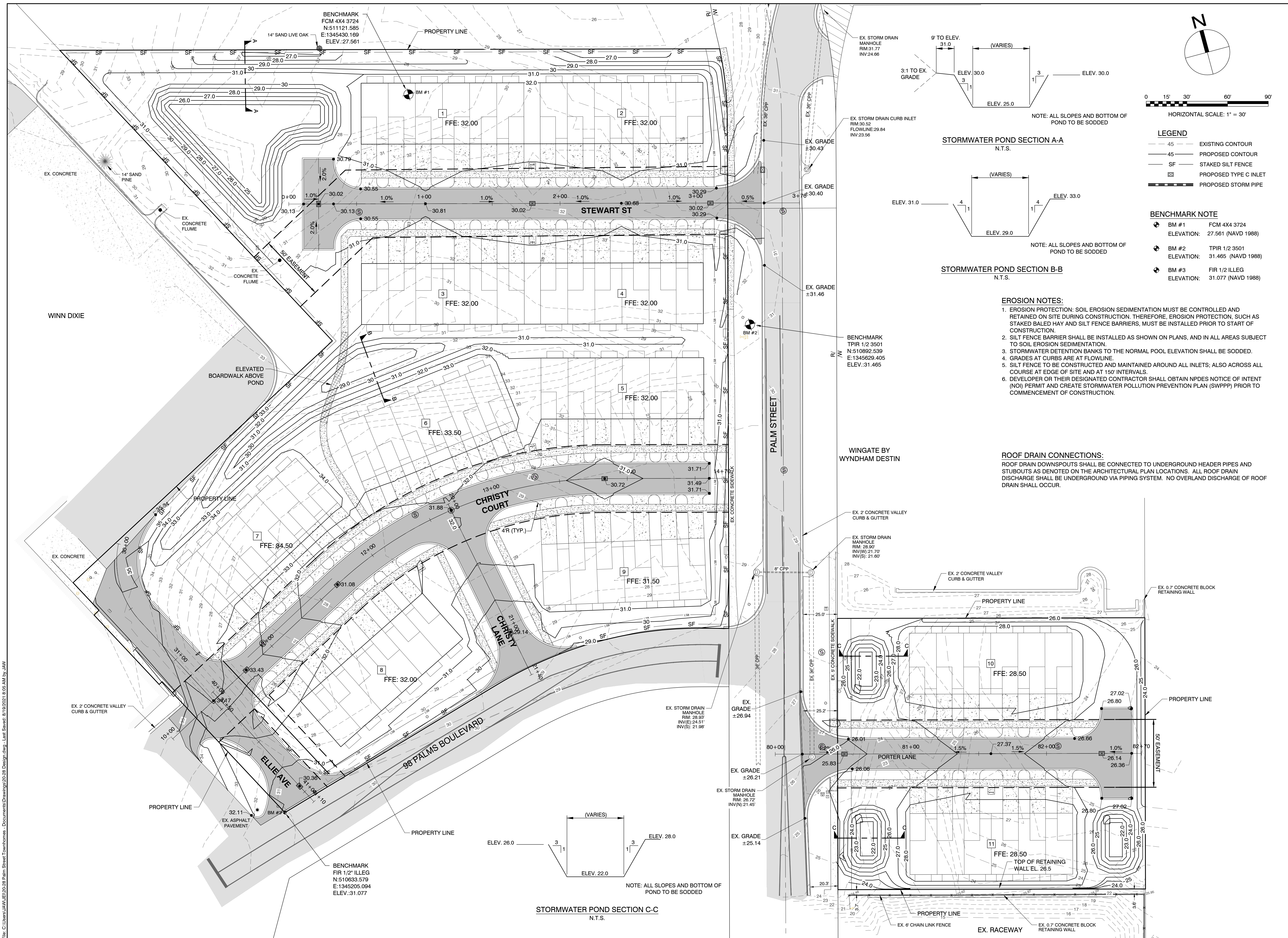
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C03

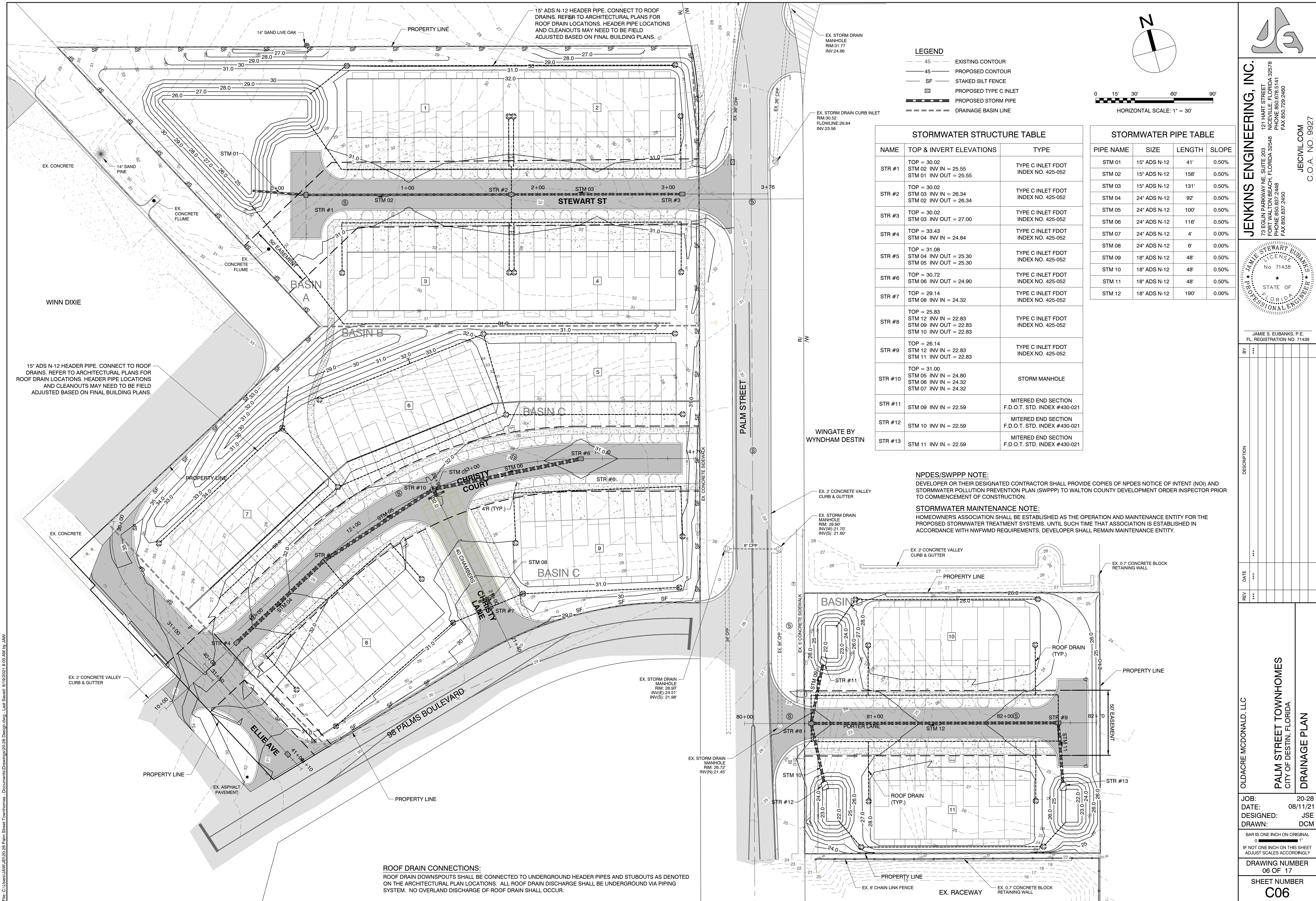
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JENKINS ENGINEERING, INC.
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LEGEND

- 45 EXISTING CONTOUR
- 45 PROPOSED CONTOUR
- SF STAKED SILT FENCE
- PROPOSED TYPE C INLET
- PROPOSED STORM PIPE
- DRAINAGE BASIN LINE

STORMWATER STRUCTURE TABLE

NAME	TOP & INVERT ELEVATIONS	TYPE
STR #1	TOP = 30.02 STM 02 INV IN = 25.55 STM 01 INV OUT = 25.55	TYPE C INLET FDOT INDEX NO. 425-052
STR #2	TOP = 30.02 STM 03 INV IN = 26.34 STM 02 INV OUT = 26.34	TYPE C INLET FDOT INDEX NO. 425-052
STR #3	TOP = 30.02 STM 03 INV OUT = 27.00	TYPE C INLET FDOT INDEX NO. 425-052
STR #4	TOP = 33.43 STM 04 INV IN = 24.84	TYPE C INLET FDOT INDEX NO. 425-052
STR #5	TOP = 31.08 STM 04 INV OUT = 25.30 STM 05 INV OUT = 25.30	TYPE C INLET FDOT INDEX NO. 425-052
STR #6	TOP = 30.72 STM 06 INV OUT = 24.90	TYPE C INLET FDOT INDEX NO. 425-052
STR #7	TOP = 29.14 STM 08 INV IN = 24.32	TYPE C INLET FDOT INDEX NO. 425-052
STR #8	TOP = 25.83 STM 12 INV IN = 22.83 STM 09 INV OUT = 22.83 STM 10 INV OUT = 22.83	TYPE C INLET FDOT INDEX NO. 425-052
STR #9	TOP = 26.14 STM 12 INV IN = 22.83 STM 11 INV OUT = 22.83	TYPE C INLET FDOT INDEX NO. 425-052
STR #10	TOP = 31.00 STM 05 INV IN = 24.80 STM 06 INV IN = 24.32 STM 07 INV IN = 24.32	STORM MANHOLE
STR #11	STM 09 INV IN = 22.59	MITERED END SECTION F.D.O.T. STD. INDEX #430-021
STR #12	STM 10 INV IN = 22.59	MITERED END SECTION F.D.O.T. STD. INDEX #430-021
STR #13	STM 11 INV IN = 22.59	MITERED END SECTION F.D.O.T. STD. INDEX #430-021

STORMWATER PIPE TABLE

PIPE NAME	SIZE	LENGTH	SLOPE
STM 01	15" ADS N-12	41'	0.50%
STM 02	15" ADS N-12	158'	0.50%
STM 03	15" ADS N-12	131'	0.50%
STM 04	24" ADS N-12	92'	0.50%
STM 05	24" ADS N-12	100'	0.50%
STM 06	24" ADS N-12	116'	0.50%
STM 07	24" ADS N-12	4'	0.00%
STM 08	24" ADS N-12	6'	0.00%
STM 09	18" ADS N-12	48'	0.50%
STM 10	18" ADS N-12	48'	0.50%
STM 11	18" ADS N-12	48'	0.50%
STM 12	18" ADS N-12	190'	0.00%

NPDES/SWPPP NOTE:

DEVELOPER OR THEIR DESIGNATED CONTRACTOR SHALL PROVIDE COPIES OF NPDES NOTICE OF INTENT (NOI) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) TO WALTON COUNTY DEVELOPMENT ORDER INSPECTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.

STORMWATER MAINTENANCE NOTE:

HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AS THE OPERATION AND MAINTENANCE ENTITY FOR THE PROPOSED STORMWATER TREATMENT SYSTEMS. UNTIL SUCH TIME THAT ASSOCIATION IS ESTABLISHED IN ACCORDANCE WITH NWFWD REQUIREMENTS, DEVELOPER SHALL REMAIN MAINTENANCE ENTITY.

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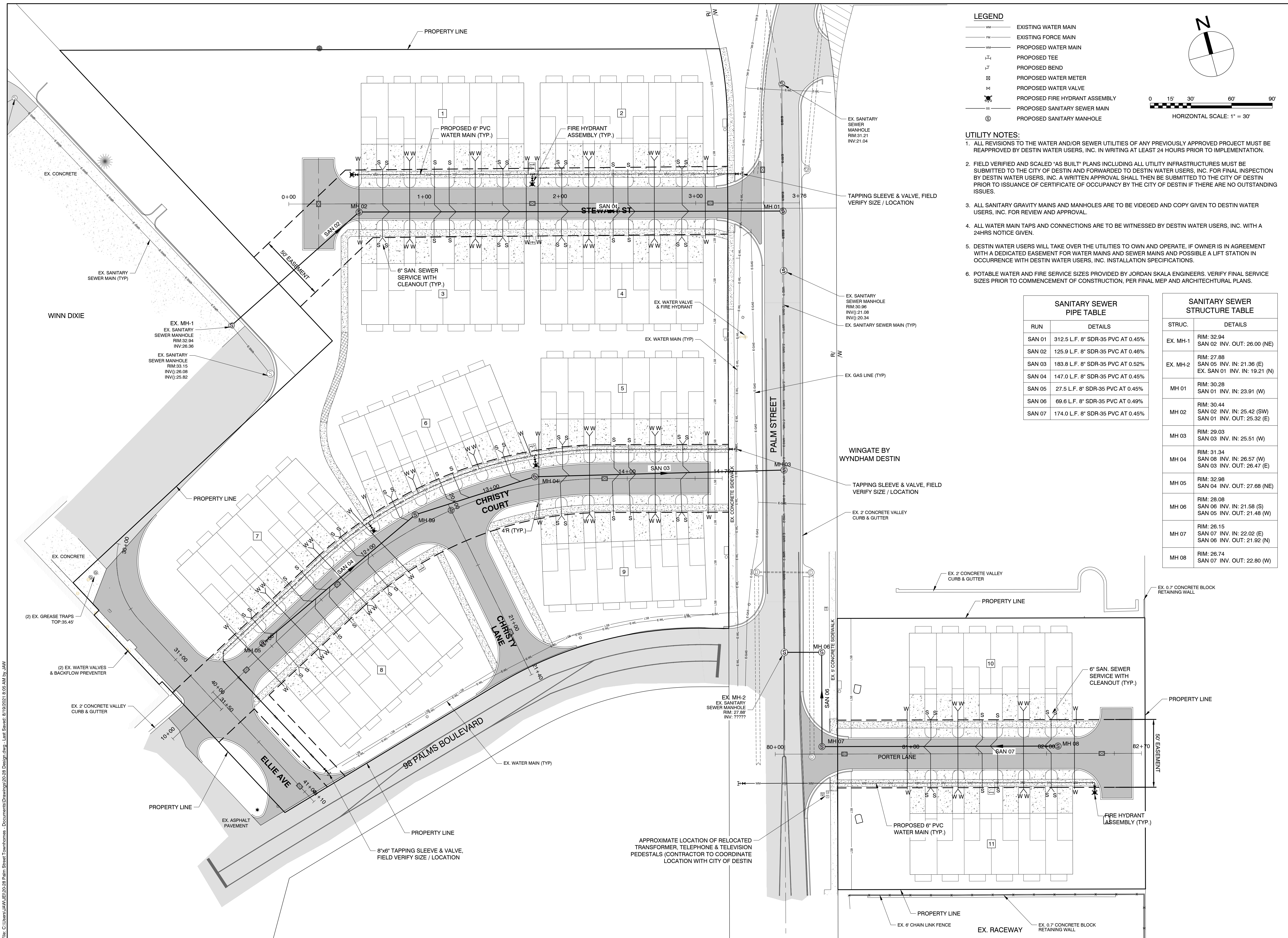
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JAMES S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

STATE OF FLORIDA
PROFESSIONAL ENGINEER
No 71438

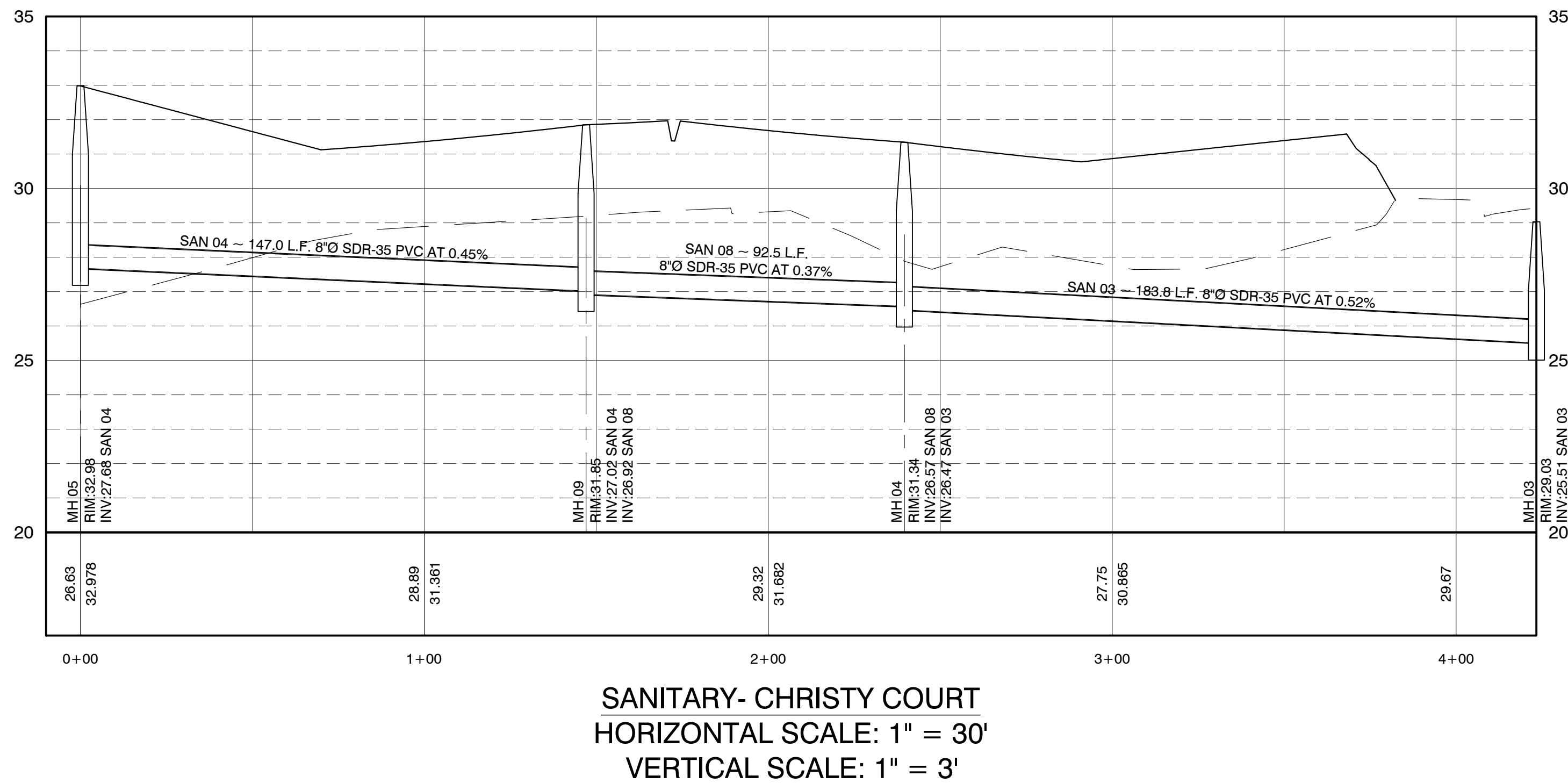
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OLDACRE McDONALD, LLC
PALM STREET TOWNHOMES
CITY OF DESTIN, FLORIDA
DRAINAGE PLAN

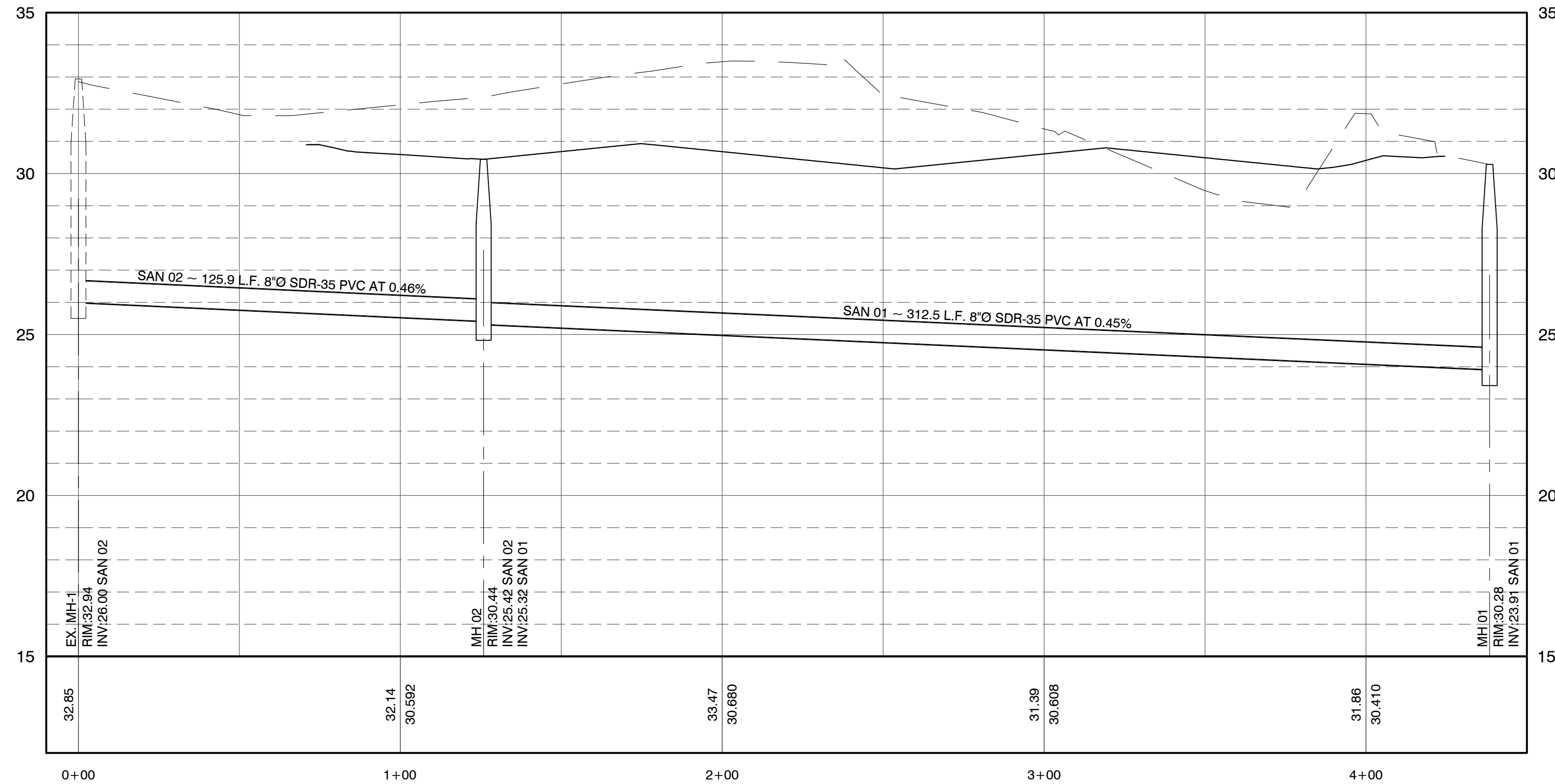
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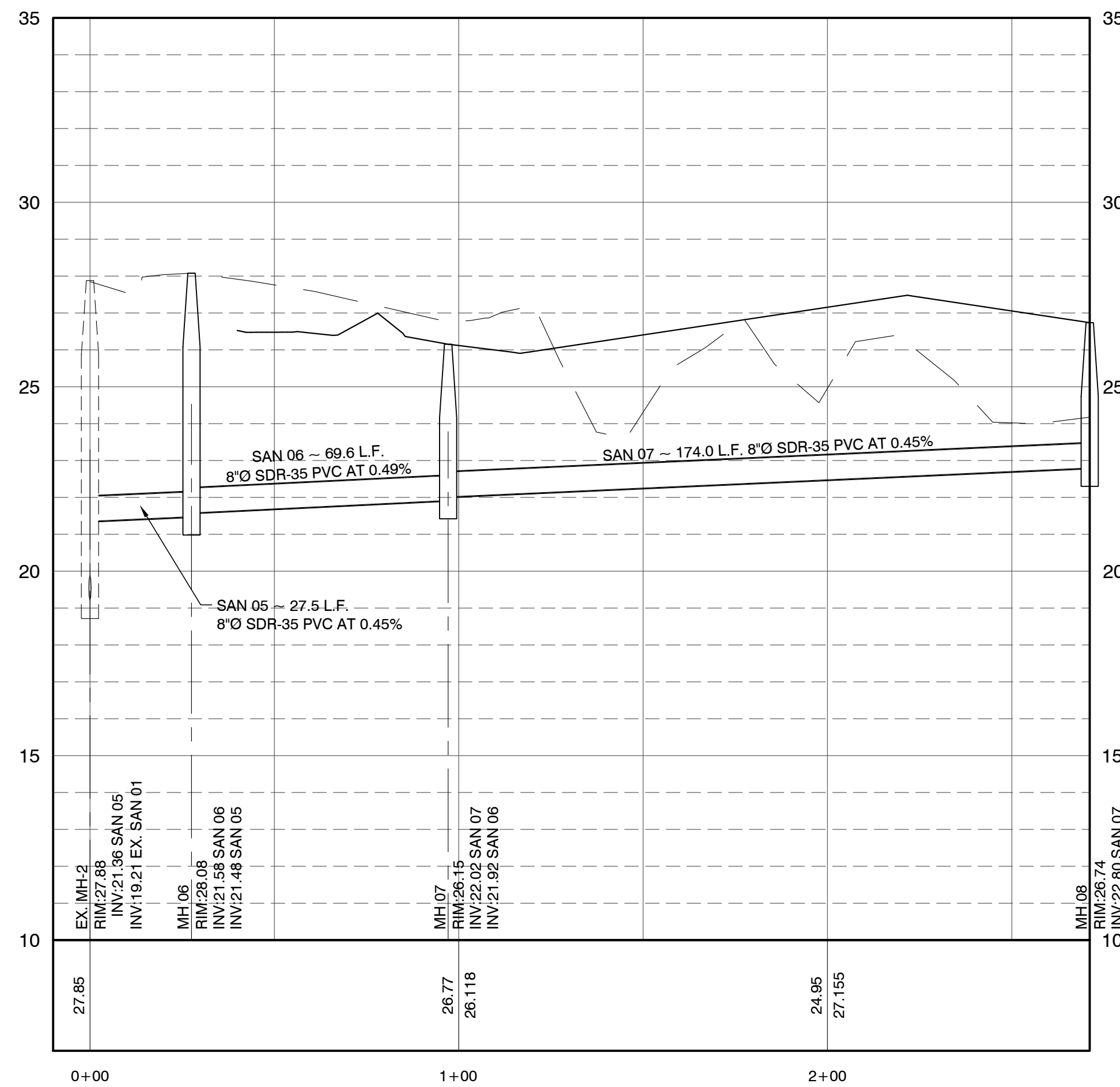
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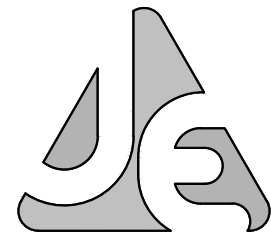
SANITARY- CHRISTY COURT
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 3'



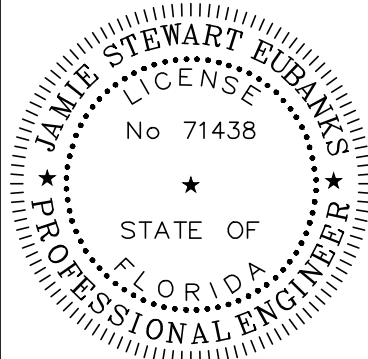
SANITARY- STEWART ST.
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 3'



SANITARY- HAMMERHEAD
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 3'



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PHONE 850.876.5141
FAX 850.729.2450



JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION
BY	DATE	DESCRIPTION
...	...	...

OLDACRE McDONALD, LLC
PALM STREET TOWNHOMES
CITY OF DESTIN, FLORIDA
SANITARY SEWER PROFILES

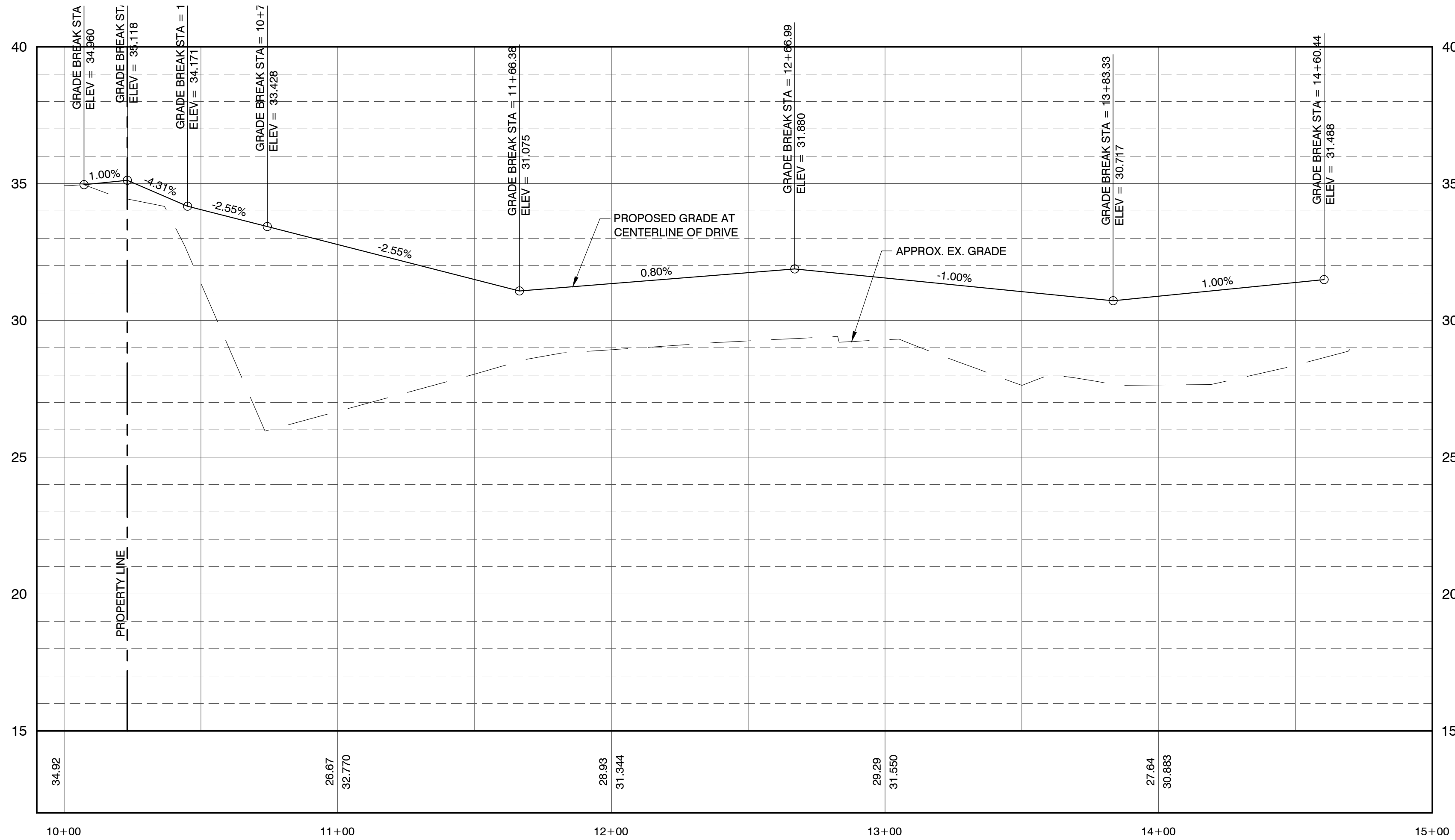
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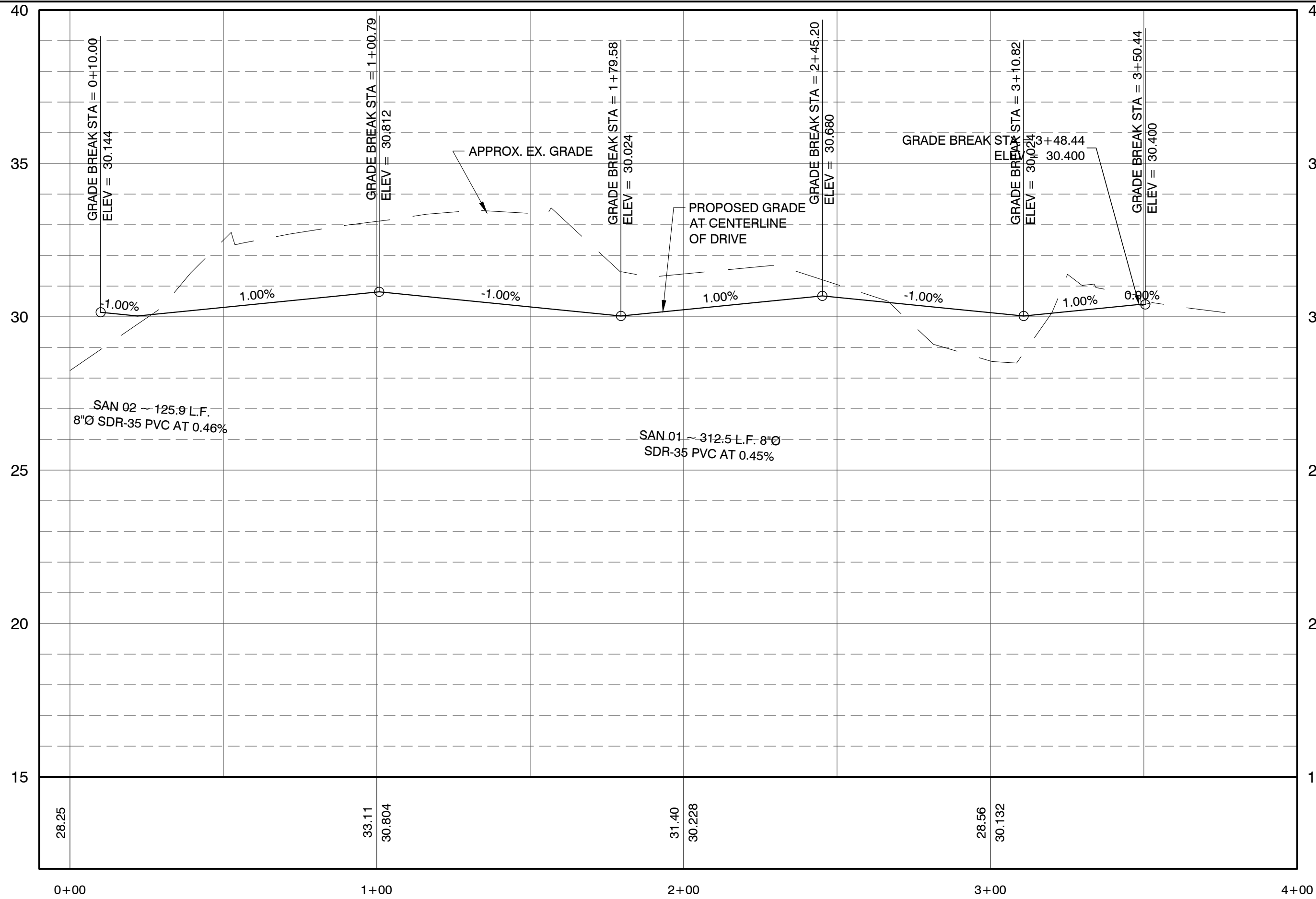
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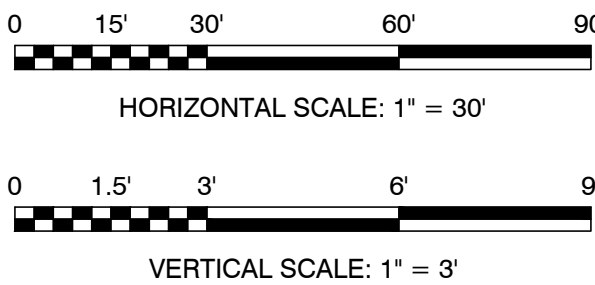
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VERTICAL SCALE: 1" = 3'

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STEWART ST
HORIZONTAL SCALE: 1" = 30'
VERTICAL SCALE: 1" = 3'

NOTE:
NO CONFLICT WITH STORMTECH
CHAMBERS AND SANITARY SEWER.



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JAMIE STEWART EUBANKS
FLORIDA PROFESSIONAL ENGINEER
No. 71438
STATE OF FLORIDA

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

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01	08/11/21	DESIGNED
02	08/11/21	DRAWN
03	08/11/21	20-28
04	08/11/21	08/11/21
05	08/11/21	JSE
06	08/11/21	DCM

OLDACRE MCDONALD, LLC
PALM STREET TOWNHOMES
CITY OF DESTIN, FLORIDA
ROAD & UTILITY PROFILES I

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DATE: 08/11/21
DESIGNED: JSE
DRAWN: DCM

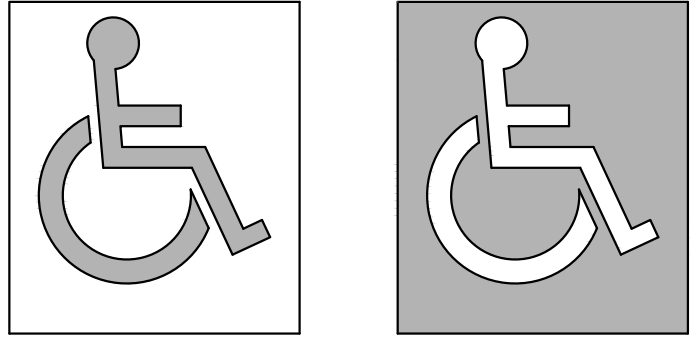
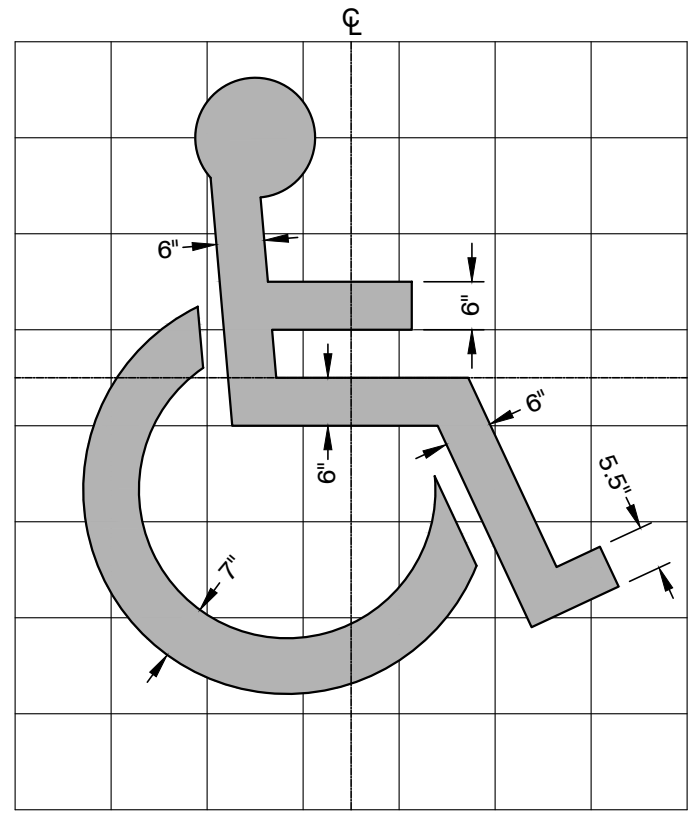
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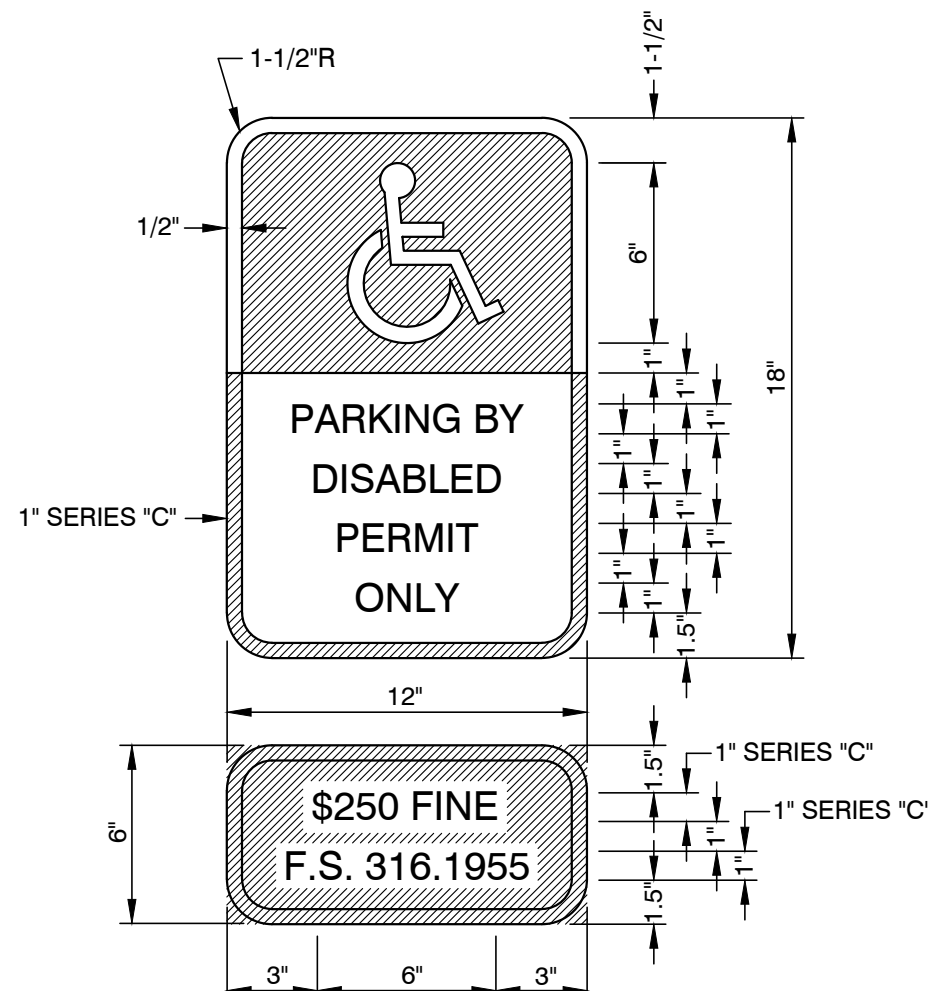
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COLOR CONTRAST
CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUNDS - EITHER LIGHT CHARACTERS ON A DARK BACKGROUND OR DARK CHARACTERS ON A LIGHT BACKGROUND.

NOTE:
SYMBOL SHALL BE PAINTED BLUE AND TO THE DIMENSIONS SHOWN.

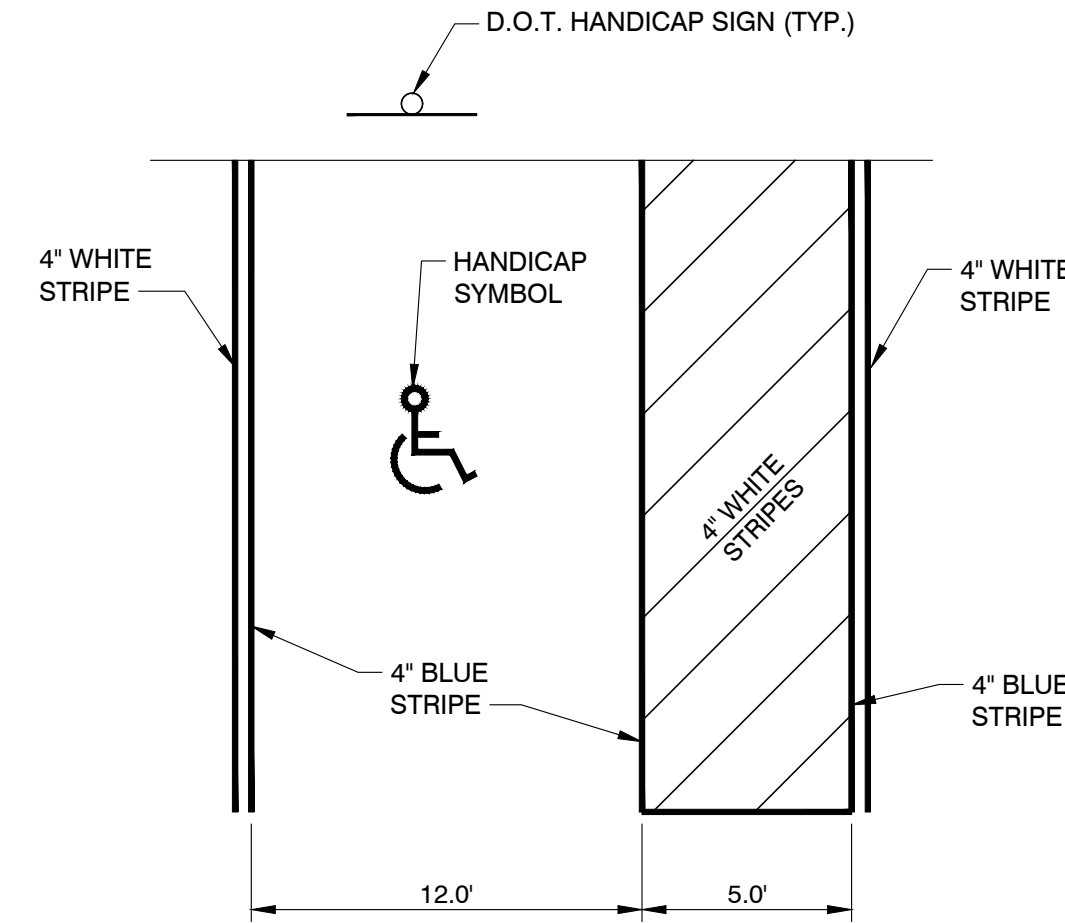
HANDICAP SYMBOL DETAIL
N.T.S.



(FTP - 55)
BACKGROUND
LEGEND & BORDER
COLOR
WHITE
BLACK

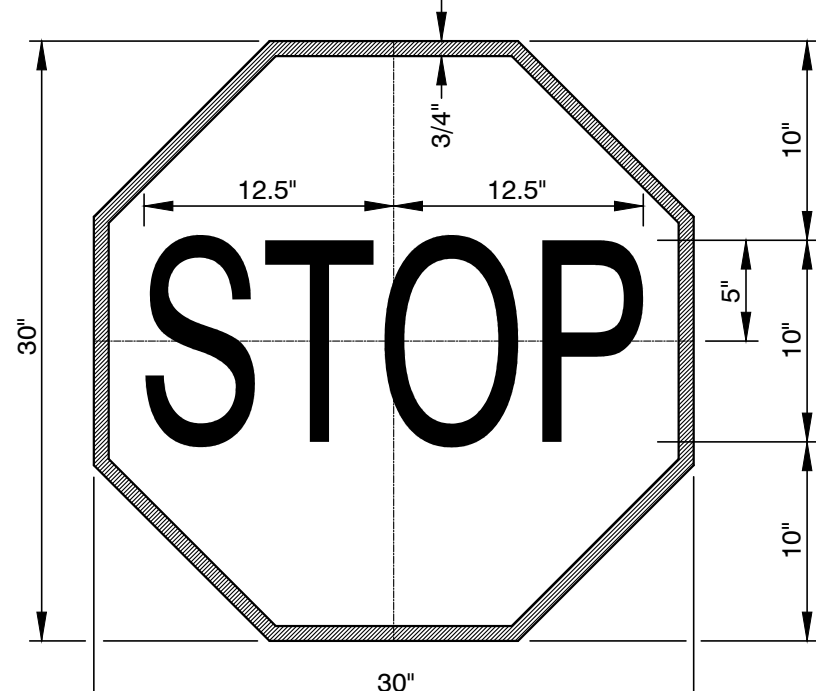
THIS PANEL SHALL BE INSTALLED UNDER THE FTP-25 OR FTP-26 HANDICAP PARKING SIGN.

HANDICAP SIGN DETAIL
(F.D.O.T. INDEX No. 17355)
N.T.S.



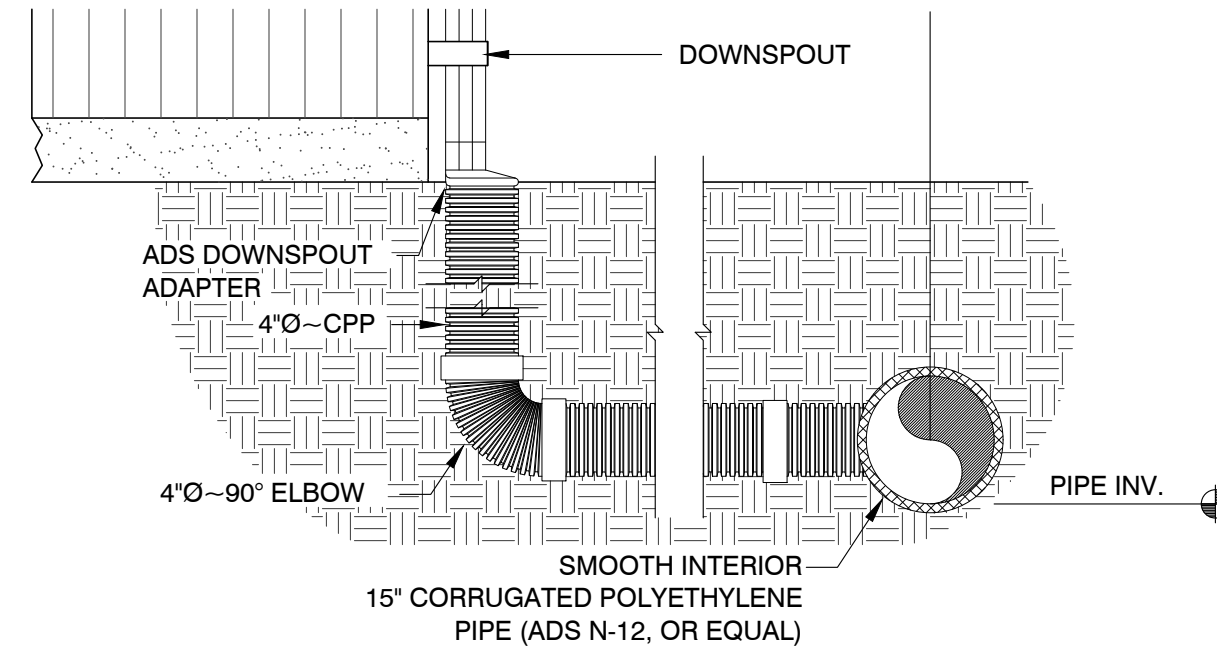
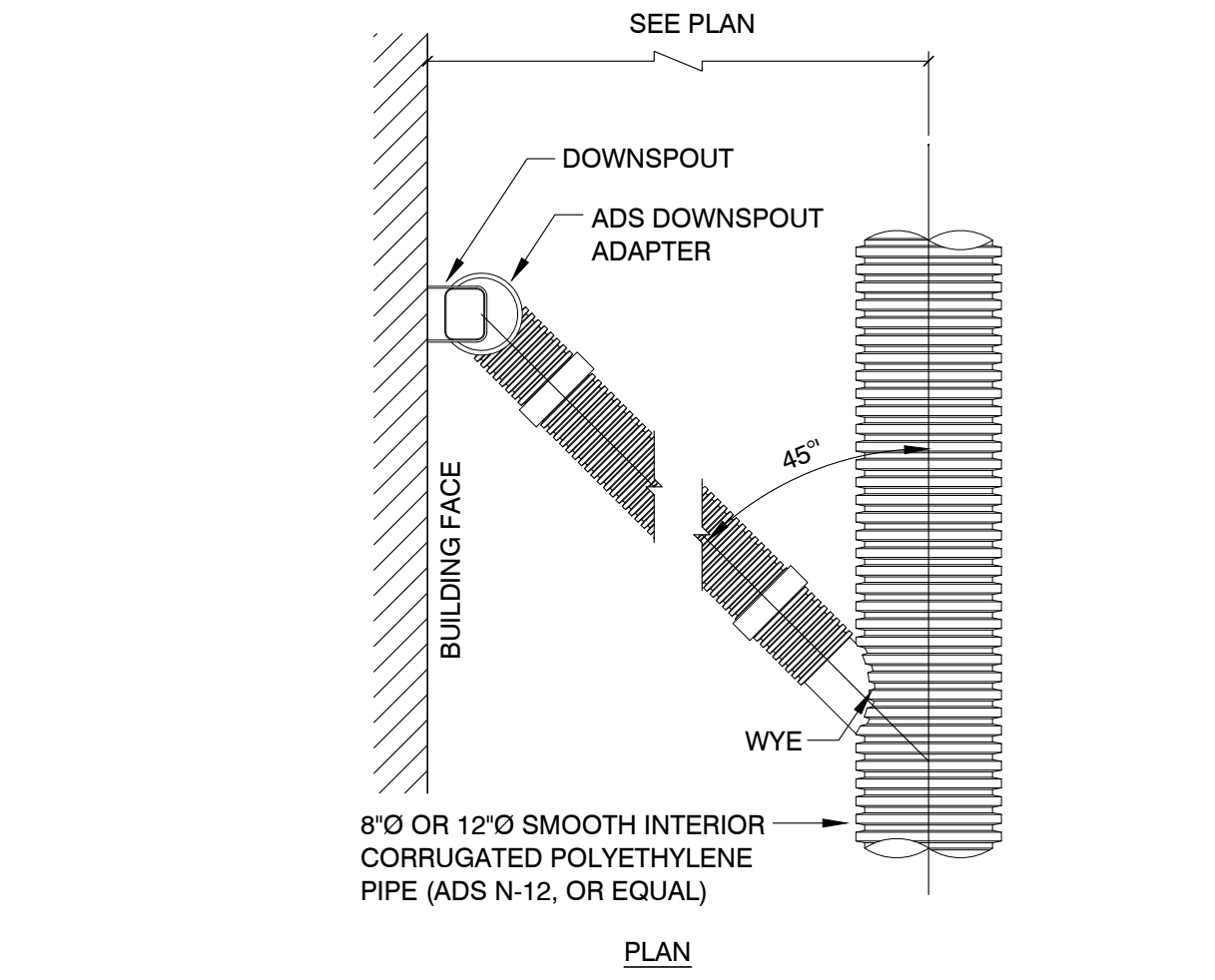
NOTE:
HANDICAP PARKING SPACES SHALL BE A MINIMUM OF TWELVE (12) FEET WIDE, MEASURED FROM CENTER TO CENTER OF THE BLUE DEMARCATION LINES AS PER CHAPTER 6, SECTION 6.04.061 OF THE OKALOOSA COUNTY LDC.

HANDICAP AREA STRIPING DETAIL
N.T.S.

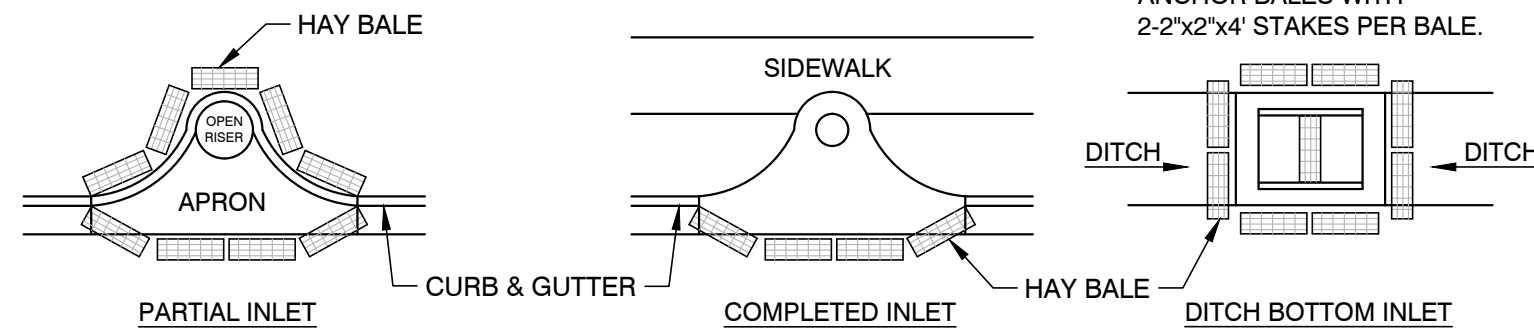


SIGN DESIGNATION: R1-1 LEGEND, BORDER BACKGROUND (REFL.) (REFL.)
RELECTORIZATION: BACKGROUND (REFL.) (REFL.)
SIGN COLORS: LEGEND, BORDER (WHITE) (RED)
BACKGROUND (WHITE) (RED)

STOP SIGN DETAIL
N.T.S.

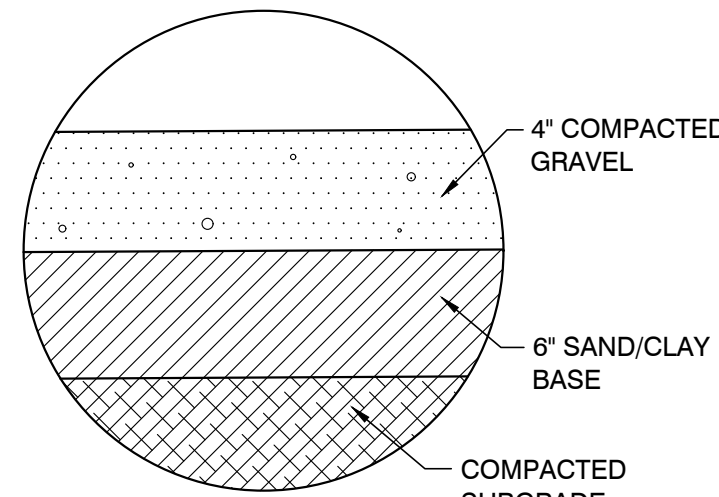


ROOF DRAIN CONNECTION DETAIL
N.T.S.

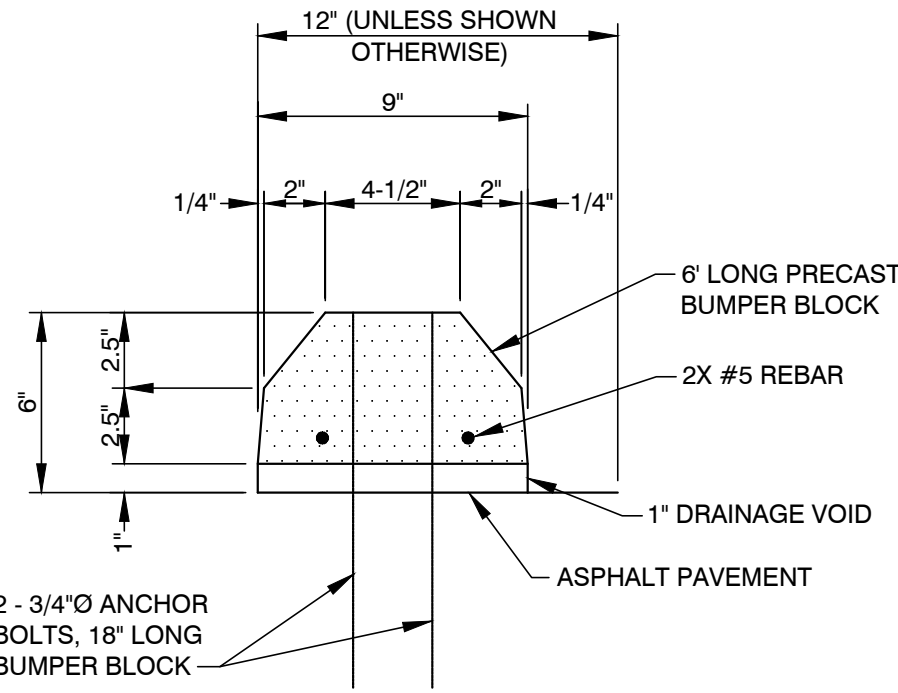


PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

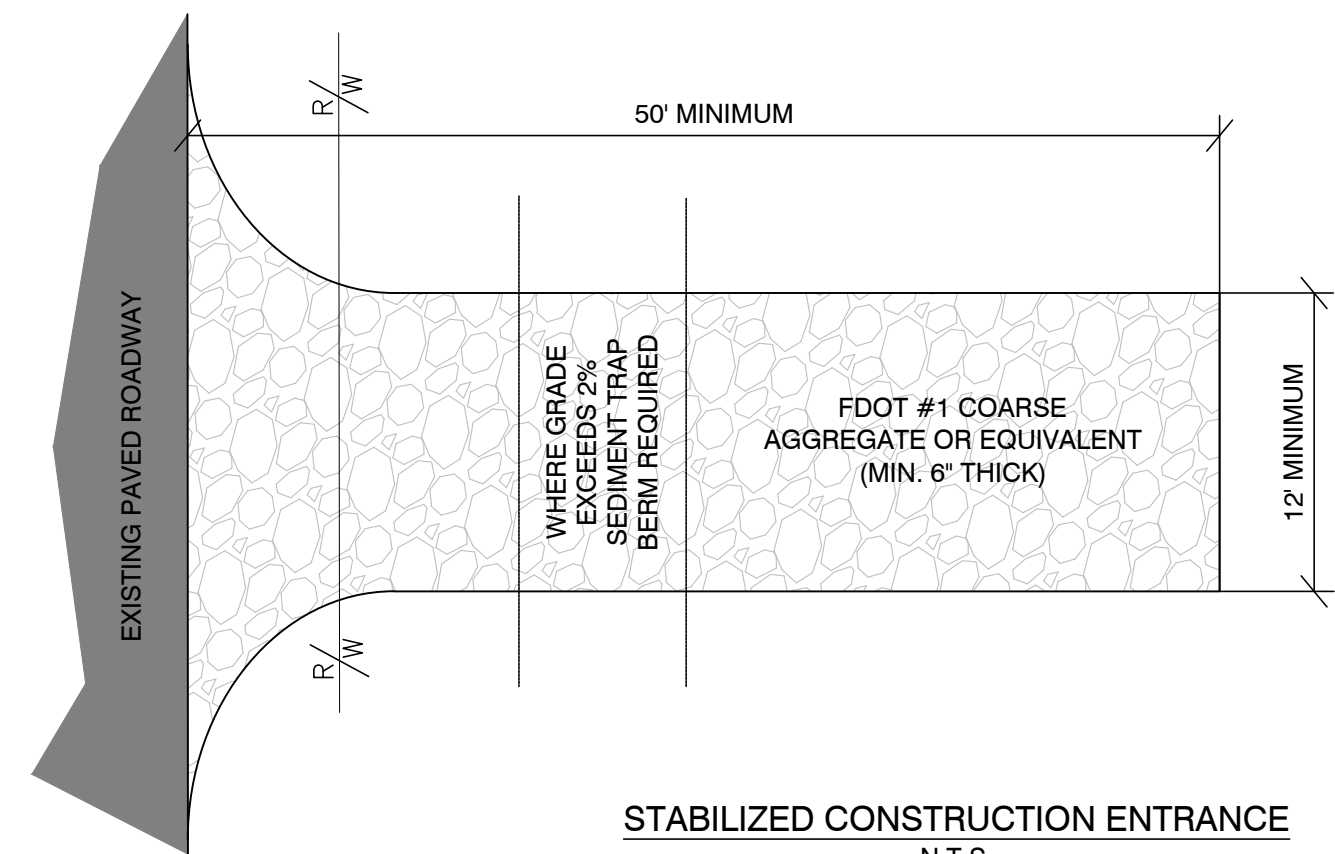
HAY BALE DIKE INLET PROTECTION DETAIL
N.T.S.



CONSTRUCTION ENTRANCE DETAIL
N.T.S.



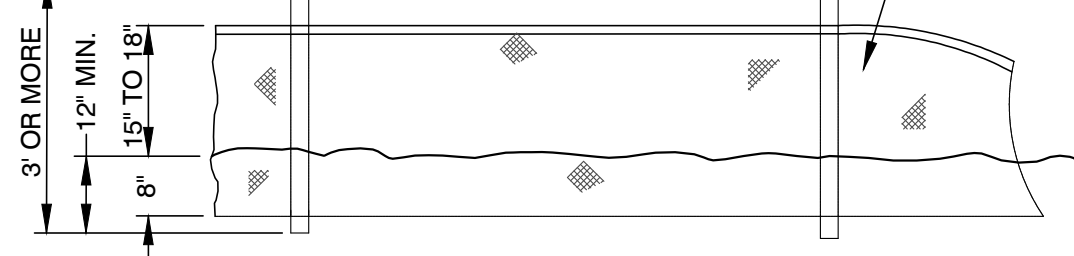
PRECAST CONCRETE WHEEL STOP DETAIL
N.T.S.



STABILIZED CONSTRUCTION ENTRANCE
N.T.S.

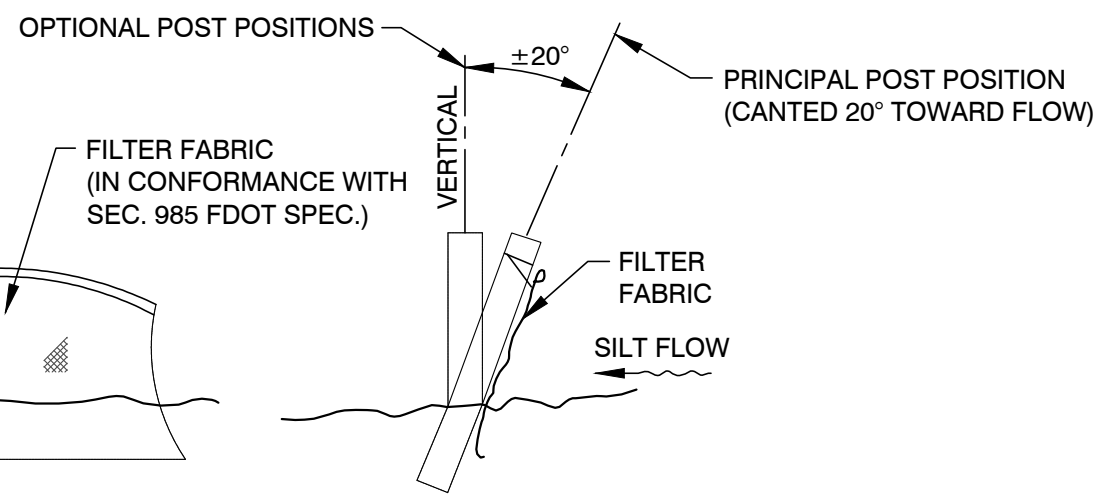
NOTE:
1. CONSTRUCTION ENTRANCE SHALL BE INSTALLED AT THE CONTRACTOR'S STAGING YARD AND/OR STOCKPILE AREAS TO PREVENT OFF-SITE TRACKING SEDIMENT BY CONSTRUCTION VEHICLES ONTO PUBLIC ROADS.
2. THE ENTRANCE SHALL BE MAINTAINED IN CONDITION THAT WILL PREVENT TRACKING OR FLOWING SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY.
3. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
4. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH FDOT #1 COARSE AGGREGATE OR EQUIVALENT THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

POST OPTIONS SOFTWOOD
2-1/2" DIA. SOFTWOOD 2"x4"
HARDWOOD 1-1/2"x1-1/2"
STEEL 1.33 LBS./FT.

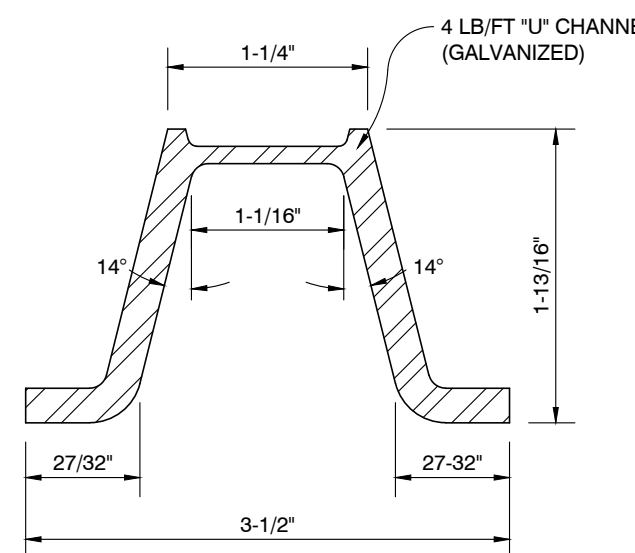


ELEVATION

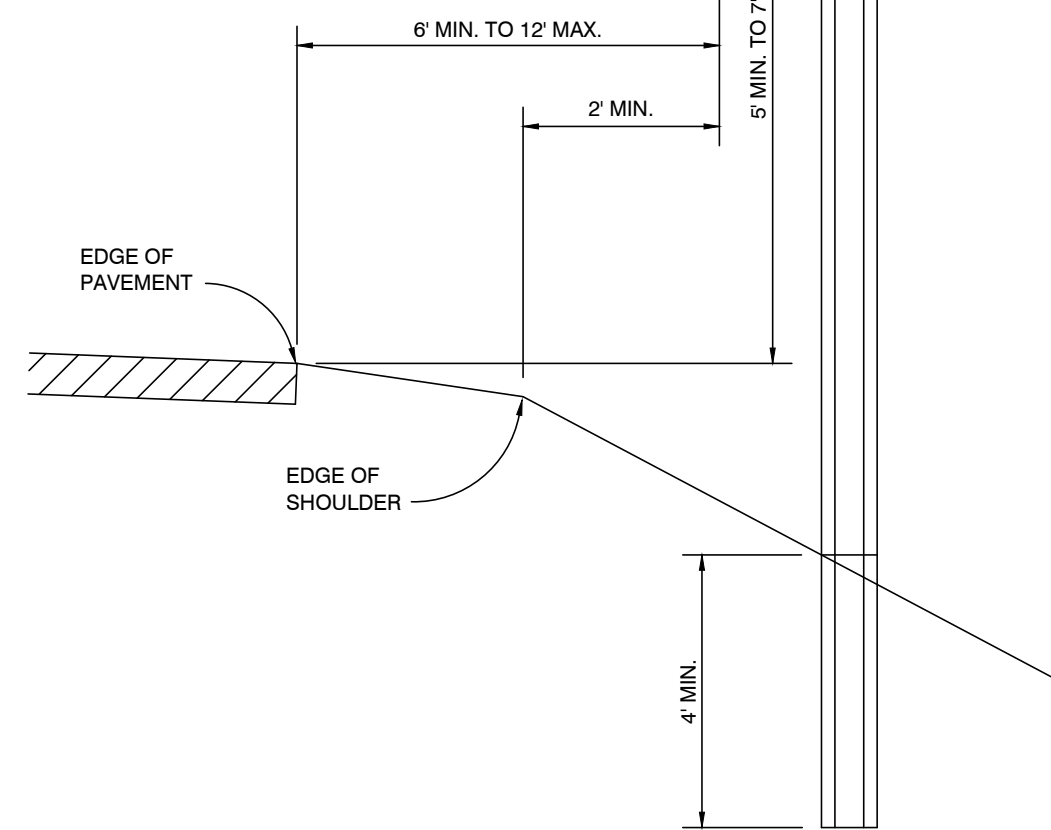
TYPE III SILT FENCE DETAIL
N.T.S.



SECTION

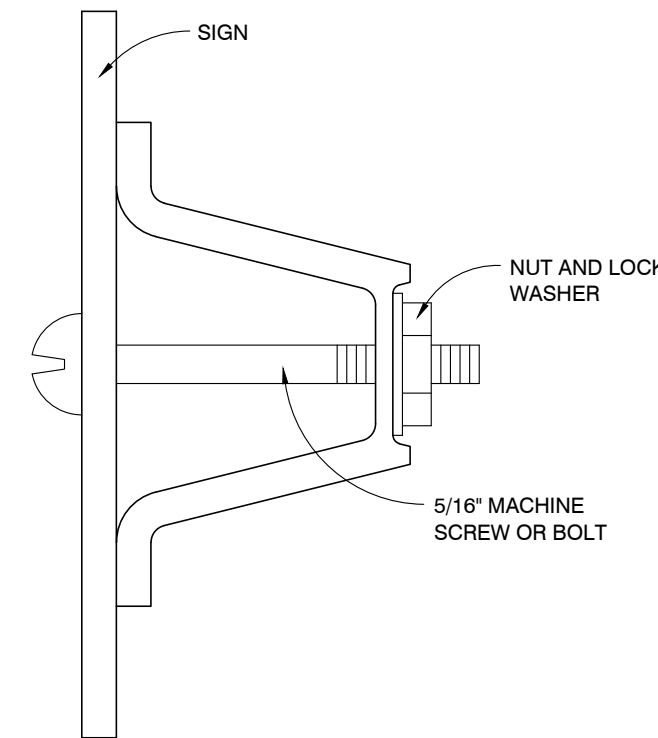


POST SECTION

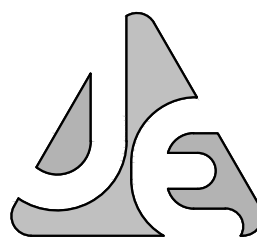


SHOULDER SECTION

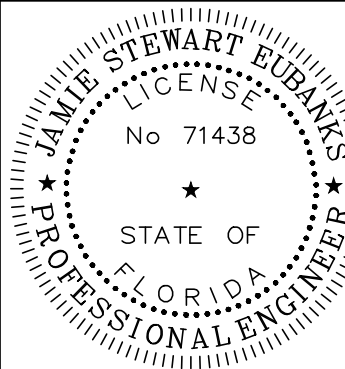
TRAFFIC SIGN POST DETAIL
N.T.S.



MOUNTING DETAIL



JENKINS ENGINEERING, INC.
79 EGLIN PARKWAY NE SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.5141
FAX 850.729.2480



JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

BY	DATE	REV	DESCRIPTION
...	...	...	...

OLDACRE McDONALD, LLC
PALM STREET TOWNHOMES
CITY OF DESTIN, FLORIDA

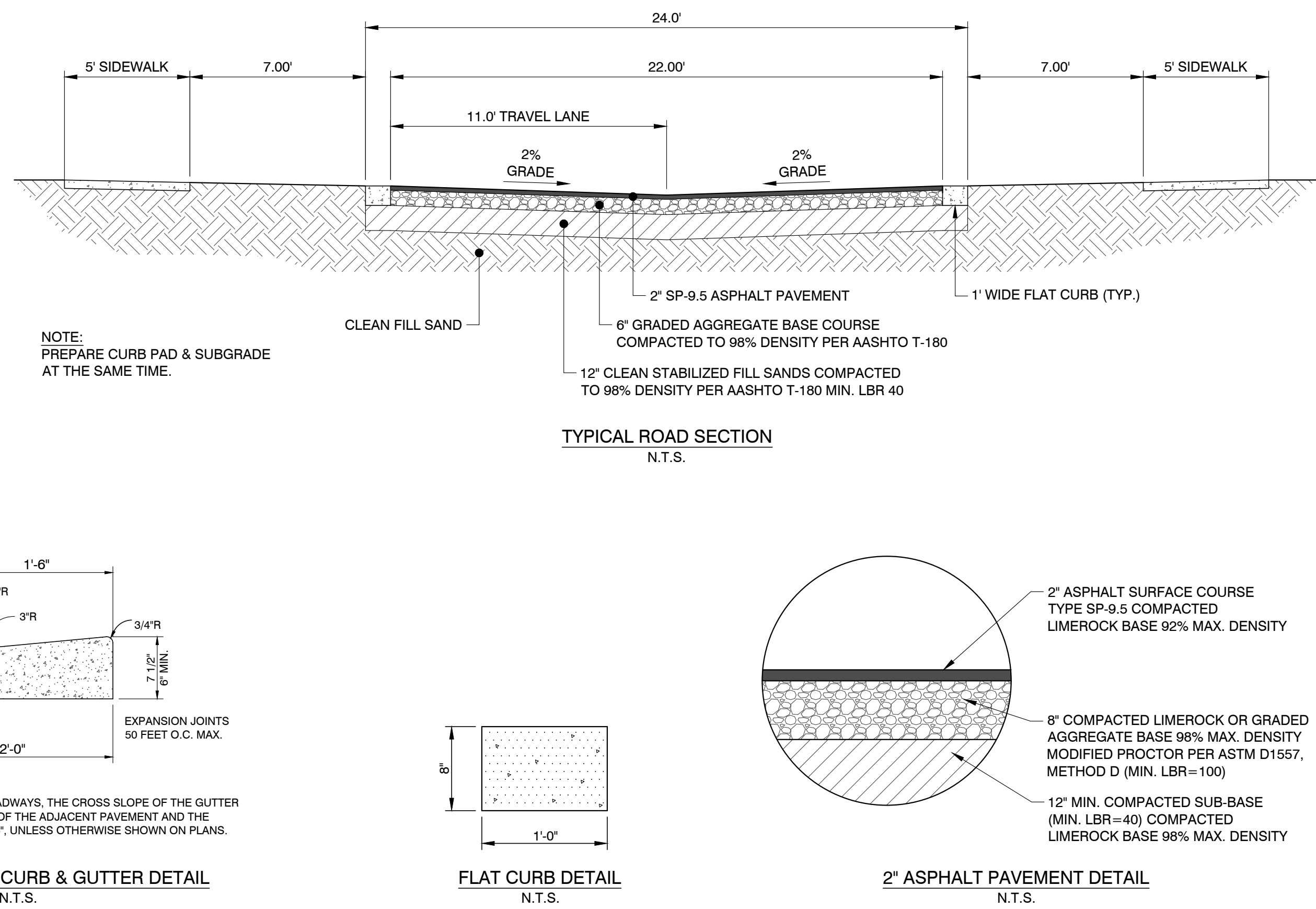
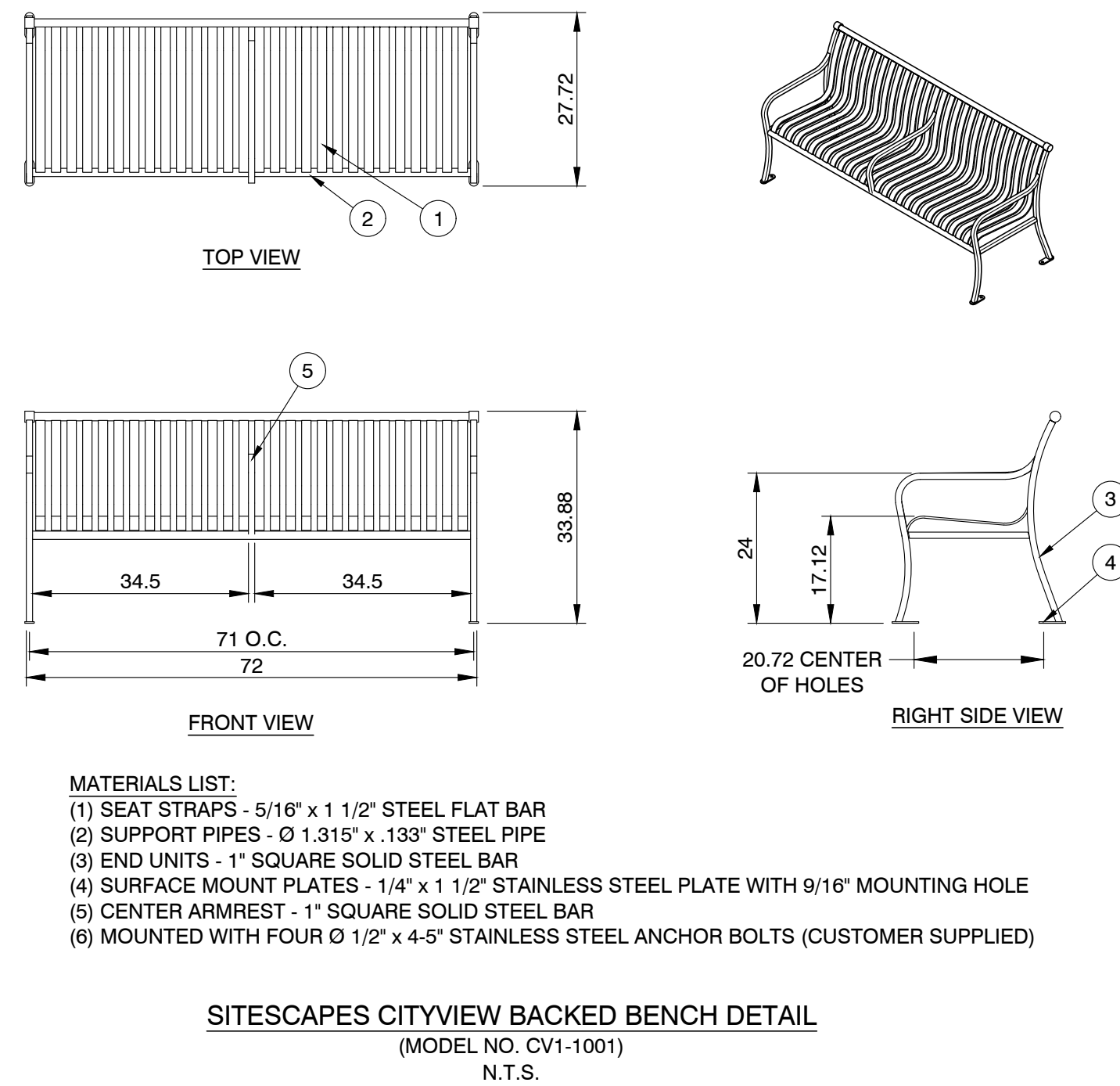
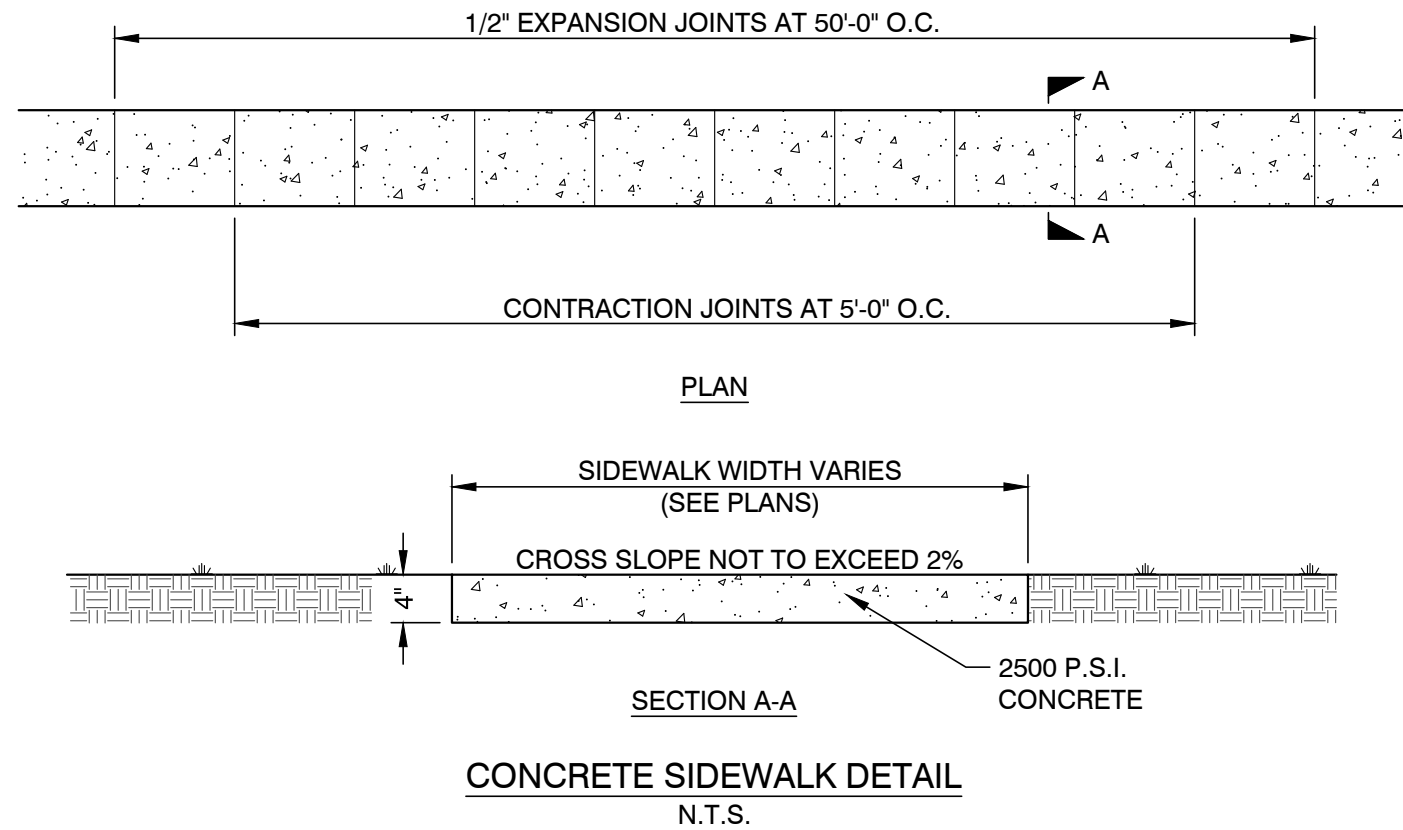
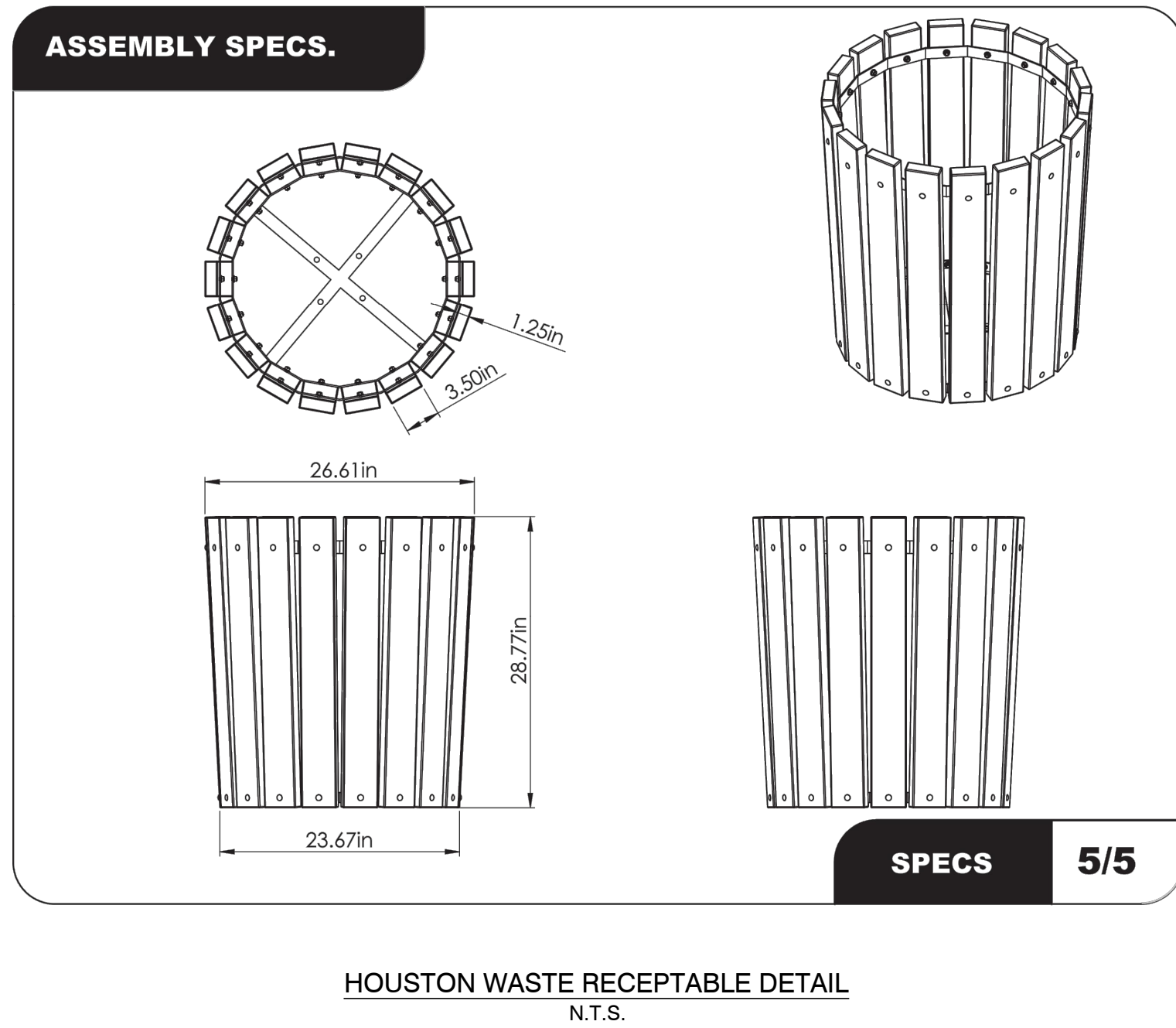
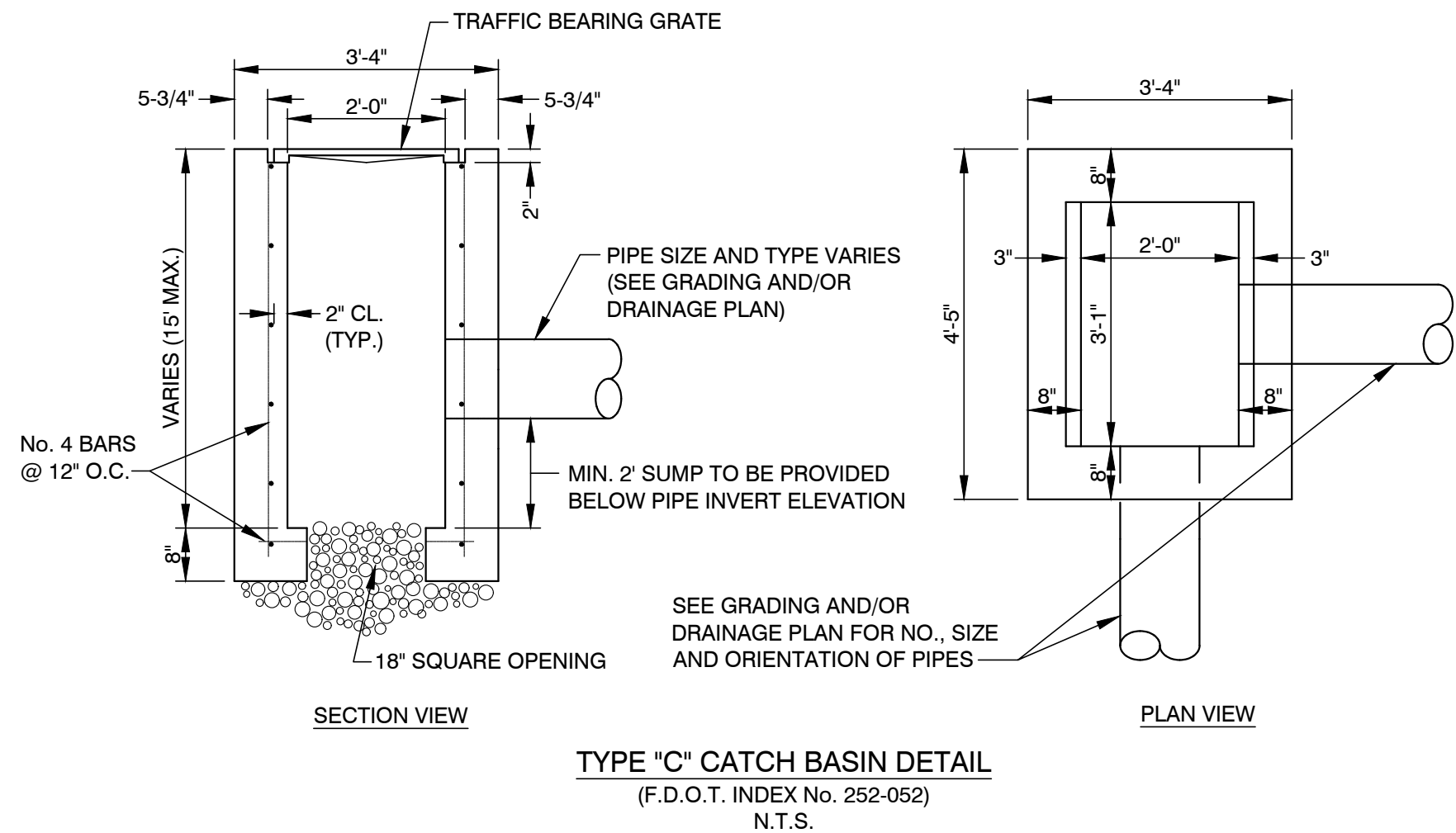
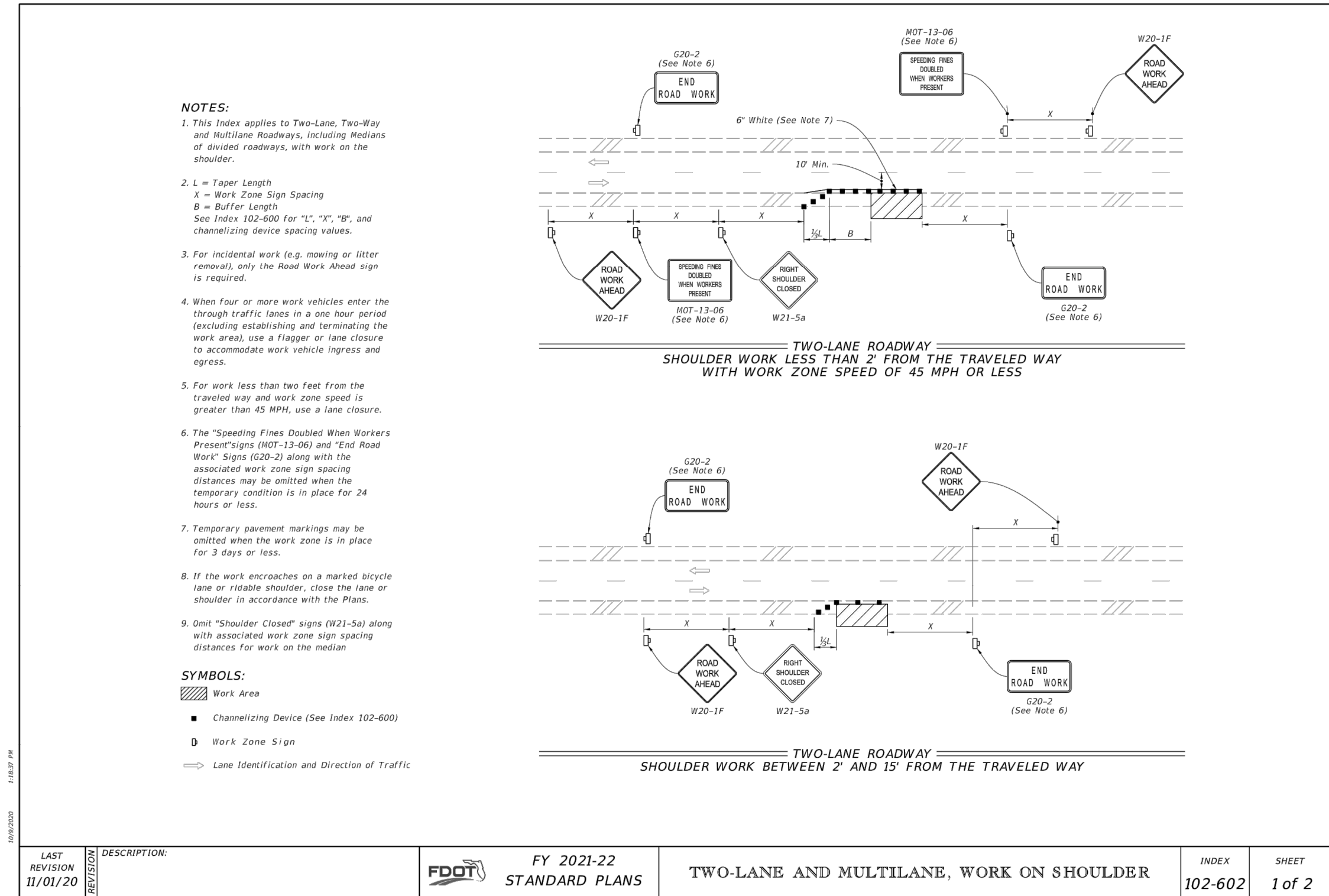
JOB: 20-28
DATE: 08/11/21
DESIGNED: JSE
DRAWN: DCM

BAR IS ONE INCH ON ORIGINAL
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
11 OF 17

SHEET NUMBER
C11

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JENKINS ENGINEERING, INC.
79 EGLIN PARKWAY NE SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.876.5141
FAX 850.729.2460

JAMIE STEWART EUBANKS
PROFESSIONAL ENGINEER
No. 71438
STATE OF FLORIDA

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

BY: **

DESCRIPTION

DATE: **

REV: **

OLDACRE McDONALD, LLC

PALM STREET TOWNHOMES
CITY OF DESTIN, FLORIDA

MISCELLANEOUS DETAILS II

JOB: 20-28
DATE: 08/11/21
DESIGNED: JSE
DRAWN: DCM

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
12 OF 17

SHEET NUMBER
C12

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C.O.A. NO. 9927
JECIVIL.COM

ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS				
	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE (B) LAYER TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145 ¹ A-1, A-2-4, A-3 OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE (A) LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 4	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43 ¹ 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ¹

PLEASE NOTE:

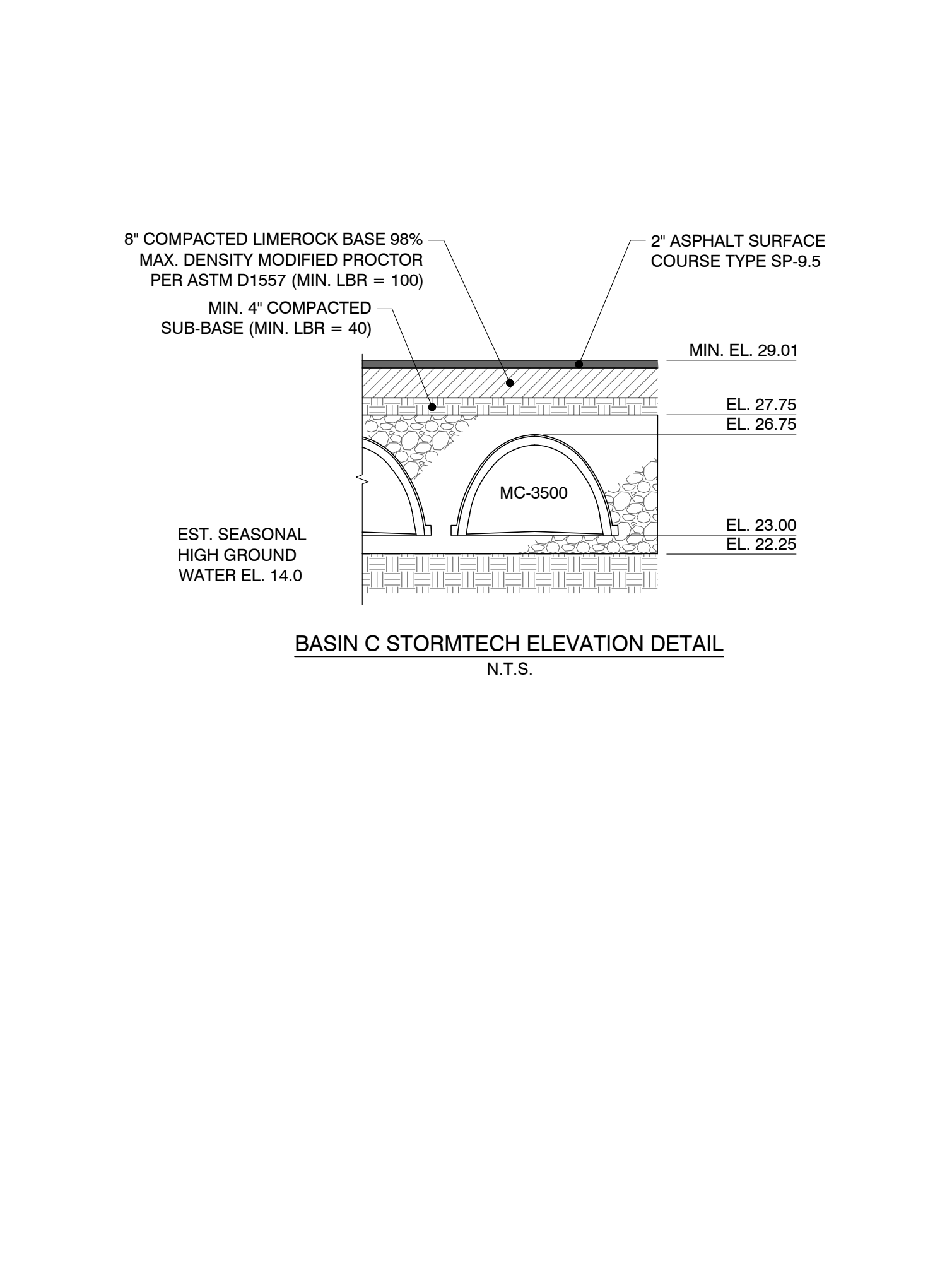
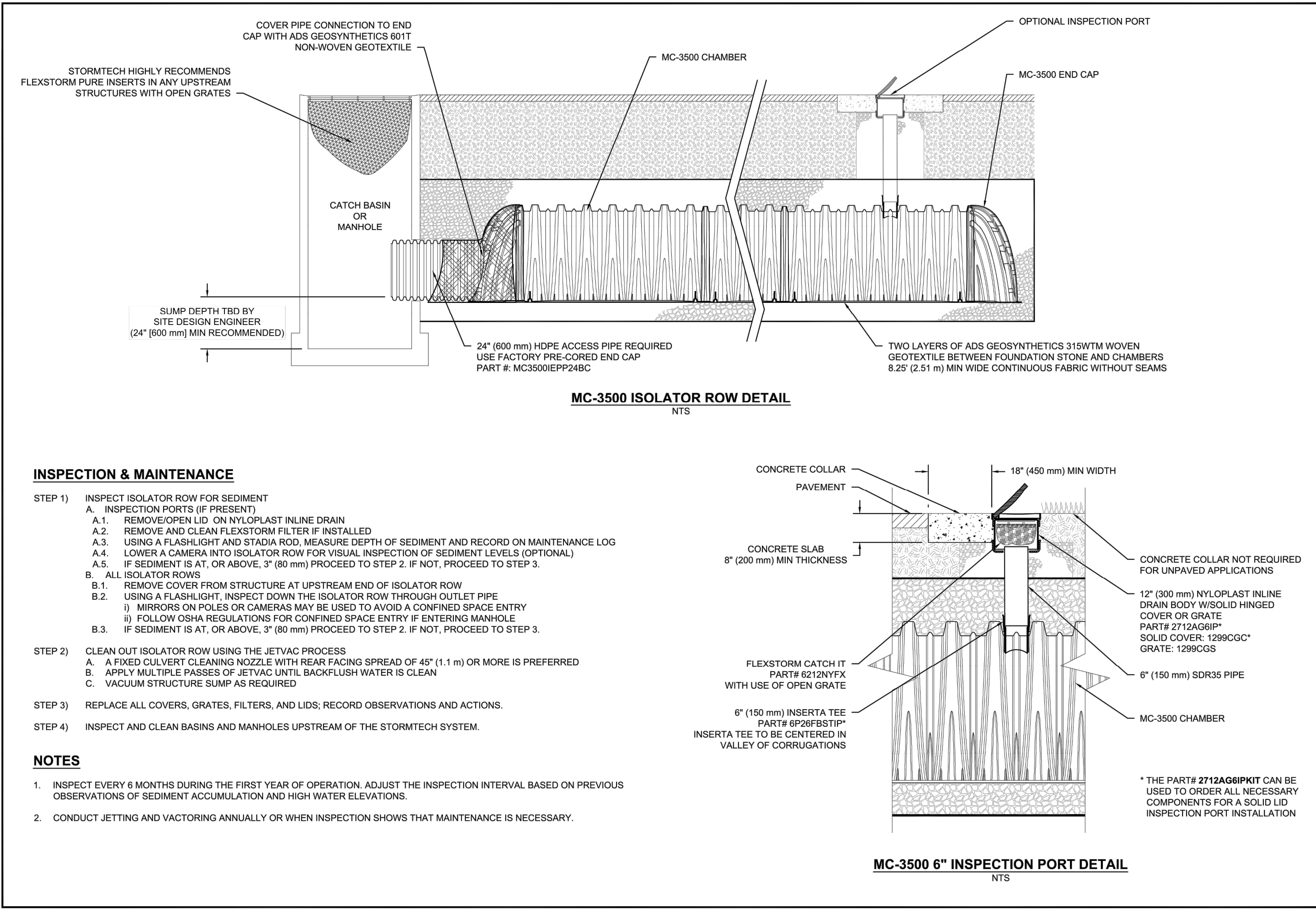
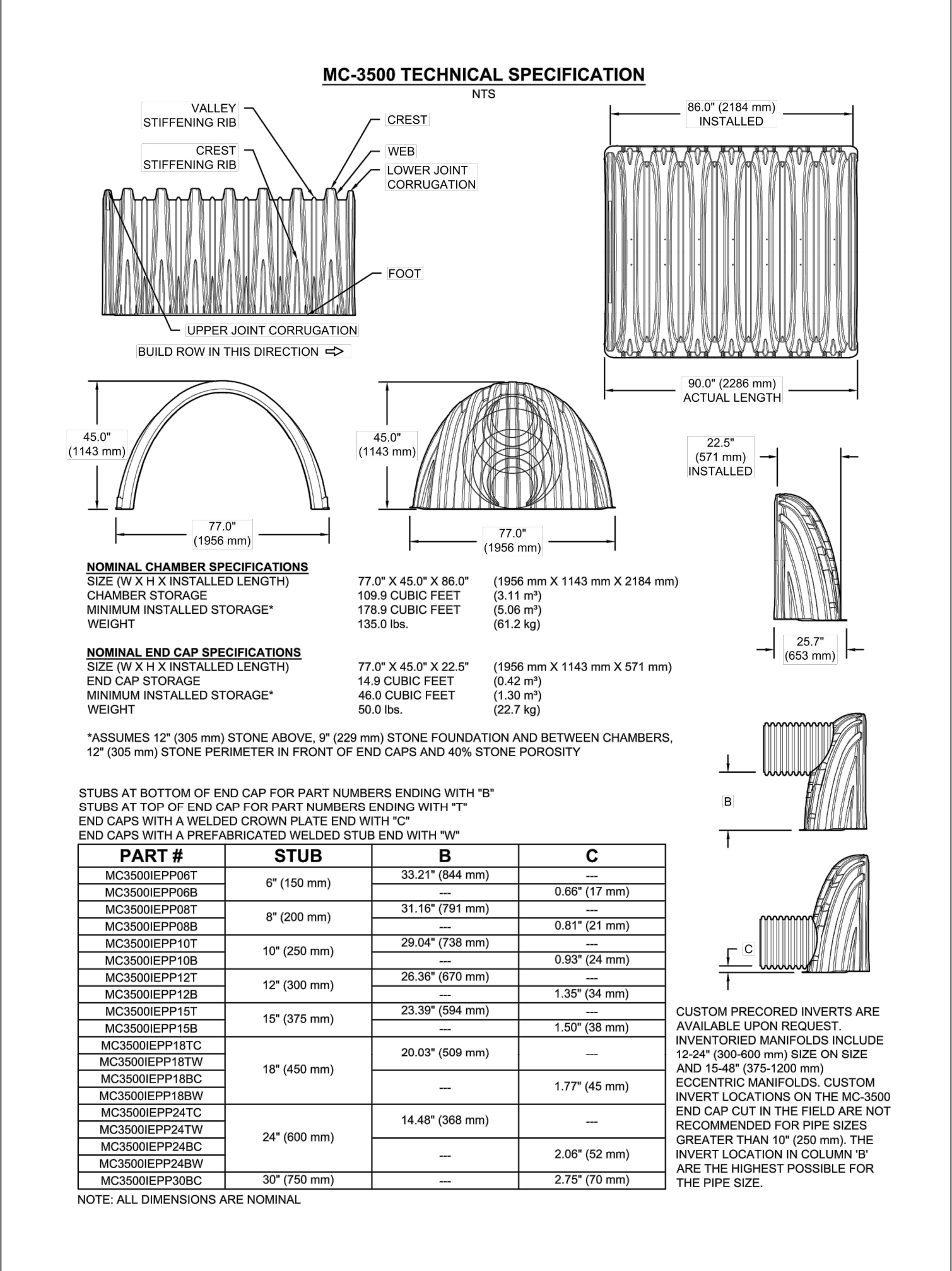
- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
- STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
- WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.

The diagram illustrates the cross-section of the Stormtech MC-3500 Chamber System. It shows three chambers installed in a row. The layers are labeled A through D from bottom to top. Layer A is the Foundation Stone, Layer B is the Embedment Stone, Layer C is the Initial Fill, and Layer D is the Final Fill. The diagram includes various dimensions: 6" (150 mm) MIN for the perimeter stone, 9" (230 mm) MIN for the subgrade soils, 77" (1950 mm) for the chamber spacing, and 12" (300 mm) TYP for the depth of stone. It also shows the MC-3500 End Cap and the ADS Geosynthetic 601T Non-Woven Geotextile. The diagram is labeled with dimensions in both inches and millimeters.

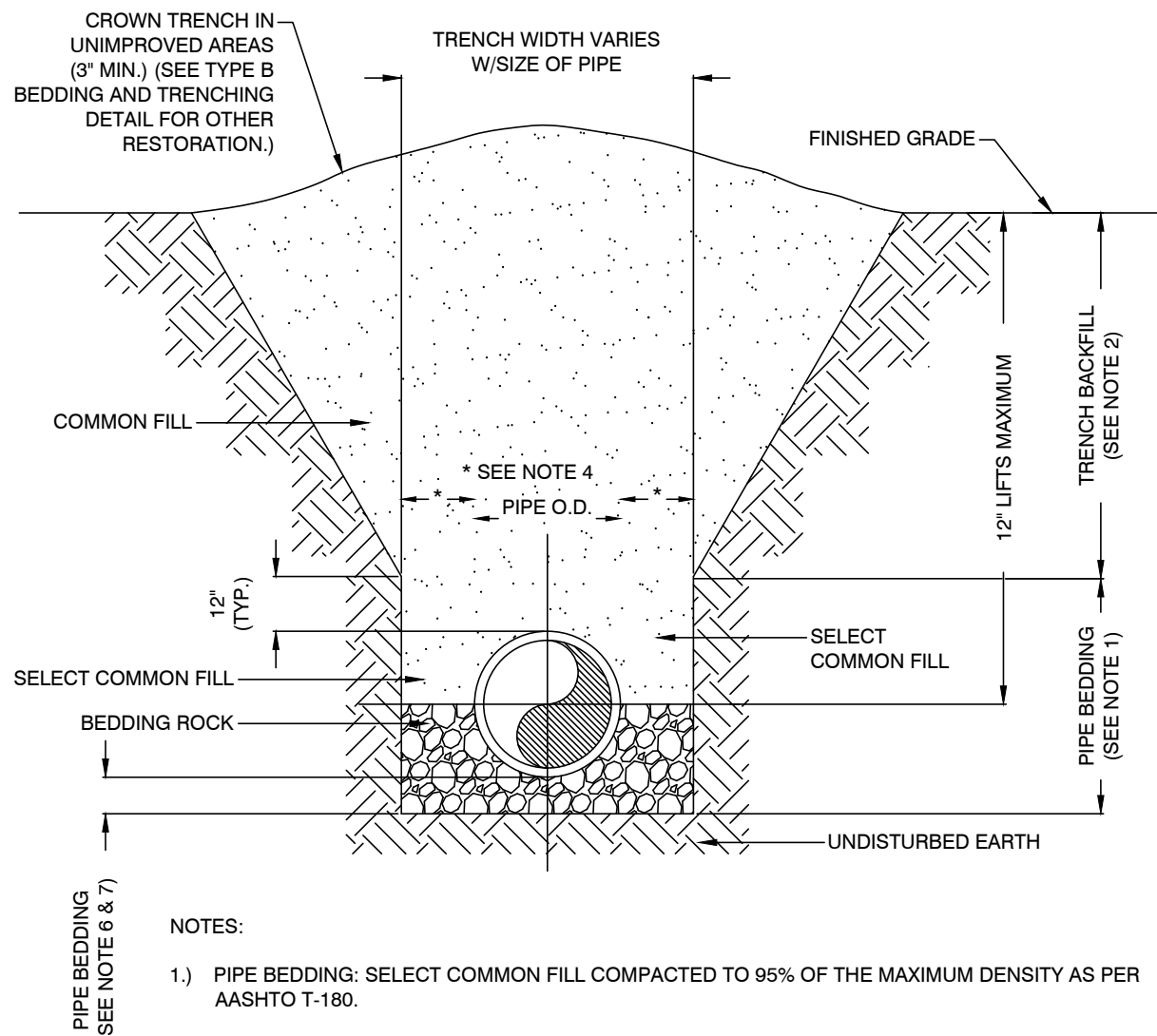
*FOR COVER DEPTHS GREATER THAN 8.0' (2.4 m) PLEASE CONTACT STORMTECH

NOTES:

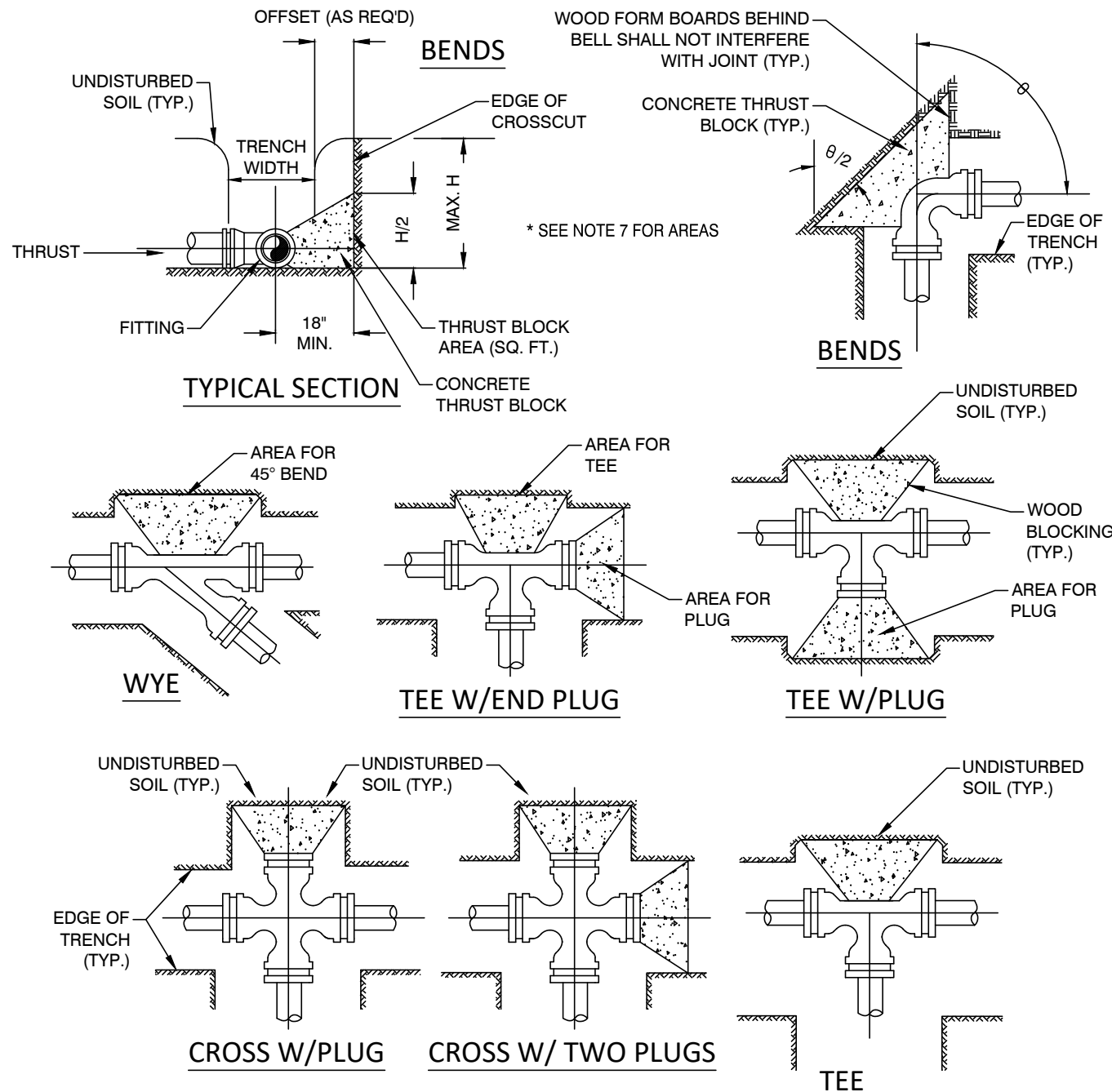
- MC-3500 CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- MC-3500 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- "ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

[illegible]

File: C:\Users\JAW\OneDrive\Documents\Drawings\20-28 Design\dwg - Last Saved: 11/9/2021 8:05 AM by JAW



TRENCH DETAIL
(TYPE A BEDDING)
N.T.S.

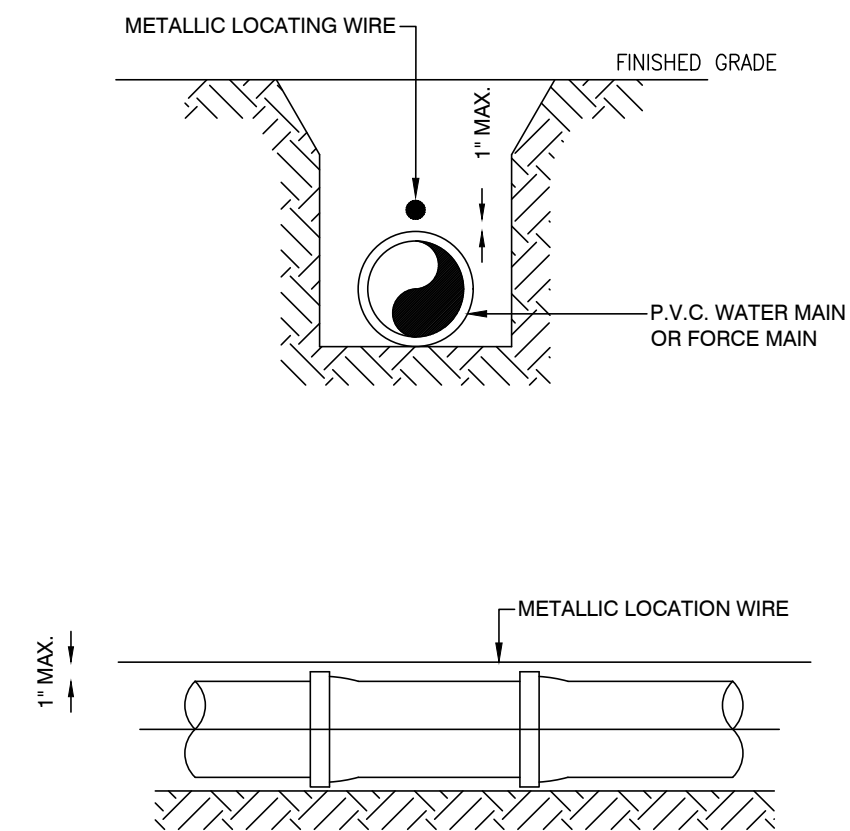


THRUST BLOCK DETAILS
N.T.S.

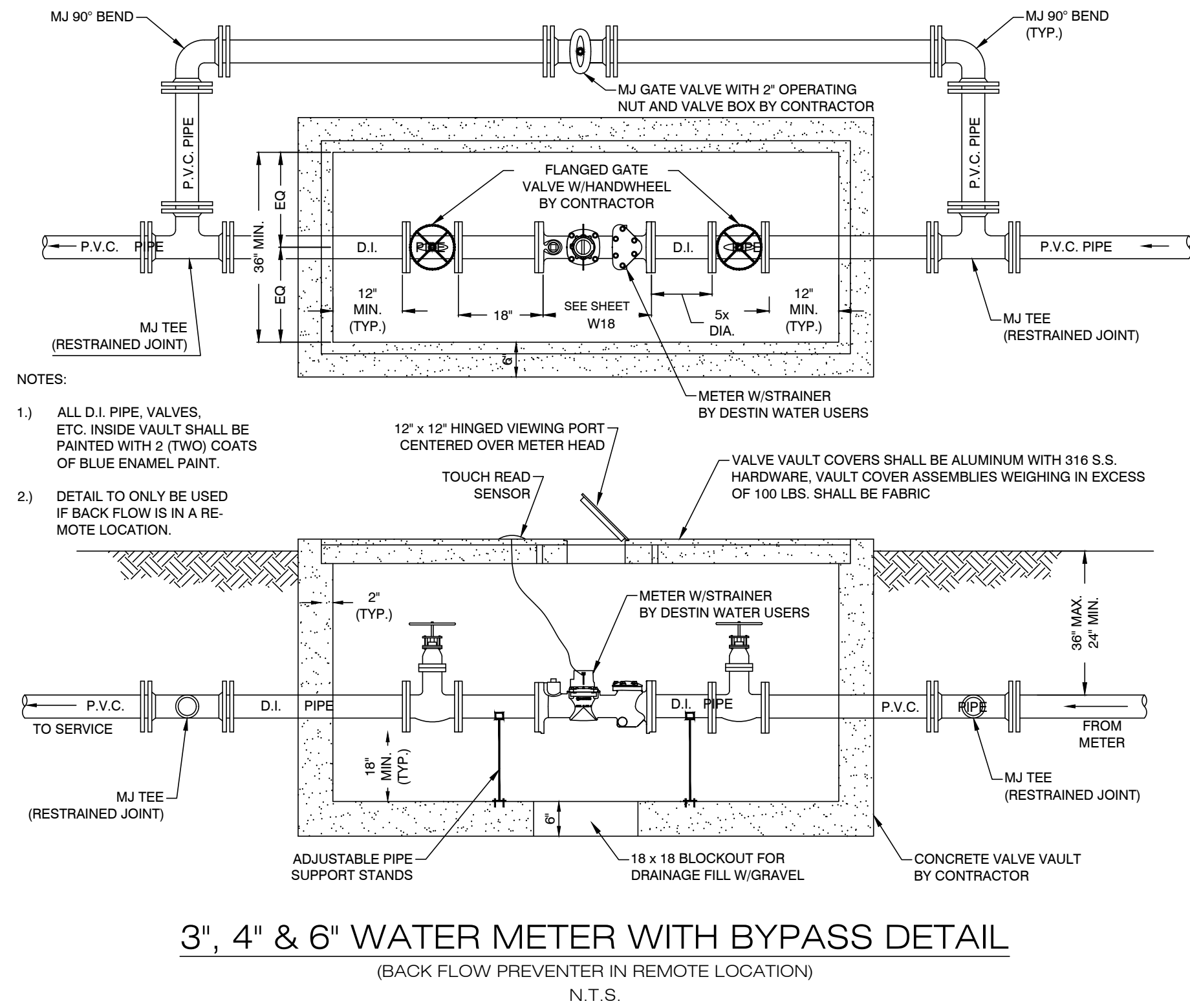
SCHEDULE FOR THRUST BLOCK AREAS *								
PIPE SIZE (INCHES)	90 BEND (SQ FT)	45 BEND (SQ FT)	22-1/2 BEND (SQ FT)	11-1/4 BEND (SQ FT)	TEE & PLUG (SQ FT)	CROSS (SQ FT)	WYE (SQ FT)	DESIGN PRESS (PSI)
4	3,840	2,087	1,059	533	2,715	N/A	N/A	150
6	7,932	4,293	2,189	1,100	5,609	N/A	N/A	150
8	13,644	7,385	3,754	1,892	9,648	N/A	N/A	150
10	20,528	11,111	5,663	2,846	14,516	N/A	N/A	150
12	29,030	15,711	8,009	4,025	20,528	N/A	N/A	150
16	50,442	27,300	13,914	6,992	35,669	N/A	N/A	150
18	59,111	31,922	16,305	8,782	41,798	N/A	N/A	150
NOTE:	THRUST BLOCK AREAS TO BE COMPUTED ON BASIS OF LBS. PER SQ. FT. SOIL RESTRAINT BEARING.					3,000 (1,500 MIN) SEE NOTE 5		
* TO BE COMPLETED BY ENGINEER.								

- NOTES:
- FITTINGS SHALL BE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
 - INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
 - IN LINE VALVES AND THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE OF RESTRAINED JOINTS FROM OTHER FITTINGS RESTRAINED UNLESS OTHERWISE INDICATED.
 - LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA.
 - FOR PIPE ENCASED IN POLYETHYLENE, USE VALUES GIVEN IN PARENTHESES OR INCREASE THE GIVEN VALUE BY A FACTOR OF 1.5. * TO BE COMPLETED BY THE ENGINEER.

THRUST BLOCK SCHEDULE
N.T.S.



PVC PIPE LOCATING WIRE DETAIL
N.T.S.



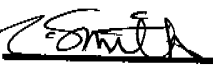
64.50
\$ ~~33.00~~ Recording Fee
\$34,300.00 Stamps
~~\$34,233.00~~
34261.50 TOTAL

**** OFFICIAL RECORDS ****
BK 2228 PG 240

FILE # 1732663 RCD: Oct 20 1999 @ 09:47AM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

PREPARED BY:
ROLLIN D. DAVIS, JR.
SHELL, FLEMING, DAVIS & MENGE, P.A.
NINTH FLOOR, 226 SOUTH PALAFOX PLACE
POST OFFICE BOX 1831
PENSACOLA, FLORIDA 32598-1831
SFD&M FILE NO.:D151-23551

Deed Doc Stamps \$34,300.00

D.C. 

STATE OF FLORIDA
COUNTY OF OKALOOSA

DEED BY TRUSTEES

KNOW ALL MEN BY THESE PRESENTS that we, **F. O. DICKERSON, as successor trustee, and JANE H. MERRILL, as Trustee**, under the provisions of a certain Land Trust Agreement dated November 16, 1987 (and under the covenants and conditions of that certain Warranty Deed to Trustees under the Land Trust Agreement dated November 16, 1987, and recorded in Official Record Book 1429 at Pages 800-814, inclusive, of the public records of Okaloosa County, Florida), and which documents create the trust known colloquially as the "Henderson Beach Land Trust", hereafter called Grantors, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby bargain, sell, convey, and grant unto **98 PALMS, LTD.**, an Alabama Limited Partnership, whose mailing address is 3841 Green Hills Village Drive, Suite 400, Nashville, Tennessee 37215, hereafter called Grantee, and the successors and assigns of Grantee, forever, the real property in Okaloosa County, Florida, described as:

The parcels of property fully described in the Addendum attached hereto and made a part hereof.

Subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas, or other minerals.

TO HAVE AND TO HOLD unto the Grantee and the heirs, successors, and assigns of Grantee, forever, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or anywise appertaining.

Grantors, as such Trustees and not individually, covenant that Grantors as such Trustees are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of any lien or encumbrance, and that Grantors, as such Trustees and not individually, to the said Grantee, and the heirs, executors, administrators, successors, and assigns of Grantee, in the quiet and peaceable

possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, Grantors have executed this instrument this 15th day of October, 1999.

Executed and delivered
in the presence of:

1. Jane S. Kelly
Print Name: Jane S. Kelly

2. James W. Aikin
Print Name: JAMES W. AIKIN

F. O. Dickerson
F. O. DICKERSON, as successor
Trustee aforesaid

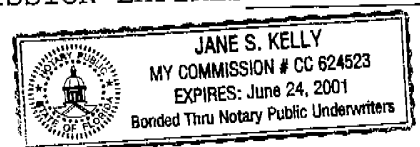
Jane H. Merrill
JANE H. MERRILL, as Trustee
aforesaid

Mailing address:
P. O. Box 710
Pensacola, FL 32503

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th Day of October, 1999, by **F. O. DICKERSON, as successor Trustee,** and **JANE H. MERRILL, as Trustee,** under Land Trust Agreement dated November 16, 1987, and under Warranty Deed to Trustees dated November 16, 1987. They are personally known to me.

Jane S. Kelly
PRINT NAME Jane S. Kelly
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES _____



PARCEL 4

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 100' RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE PROCEED NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.85 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 1119.20 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE GO NORTH 31 DEGREES 12 MINUTES 39 SECONDS WEST, A DISTANCE OF 40.38 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 122.97 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 119.00 FEET; THENCE PROCEED 60.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 59 MINUTES 20 SECONDS (CHORD BEARING AND DISTANCE = NORTH 00 DEGREES 40 MINUTES 40 SECONDS WEST, A DISTANCE OF 59.57 FEET); THENCE PROCEED NORTH 28 DEGREES 50 MINUTES 50 SECONDS EAST, A DISTANCE OF 62.54 FEET; THENCE PROCEED NORTH 72 DEGREES 52 MINUTES 00 SECONDS EAST, A DISTANCE OF 205.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 245.00 FEET; THENCE PROCEED 132.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 57 MINUTES 00 SECONDS (CHORD BEARING AND DISTANCE = NORTH 88 DEGREES 20 MINUTES 30 SECONDS EAST, A DISTANCE OF 130.74 FEET) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, A DISTANCE OF 22.49 FEET TO THE WEST RIGHT-OF-WAY LINE OF MATTIE KELLY BOULEVARD (80' R/W); THENCE PROCEED SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 384.46 FEET; THENCE PROCEED SOUTH 58 DEGREES 50 MINUTES 39 SECONDS WEST, A DISTANCE OF 36.14 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (U.S. HWY. 98, R/W VARIES); THENCE PROCEED NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 271.66 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.67 ACRES, MORE OR LESS.

PARCEL 6

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 100' RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE PROCEED NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.85 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 125' RIGHT-OF-WAY), A DISTANCE OF 1521.99 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING AT THE INTERSECTION OF THE AFORESAID STATE ROAD 30 (U.S. HIGHWAY 98, R/W VARIES) AND THE SOUTHEASTERLY CORNER OF MATTIE KELLY BOULEVARD 80' R/W; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE PROCEED NORTH 31 DEGREES 12 MINUTES 39 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MATTIE KELLY BOULEVARD, A DISTANCE OF 36.14 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 544.57 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, A DISTANCE OF 165.17 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, A DISTANCE OF 61.68 FEET; THENCE PROCEED SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 588.11 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE; THENCE PROCEED NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 201.28 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 2.97 ACRES, MORE OR LESS.

PARCEL 7

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 100' RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE PROCEED NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.85 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 1521.99 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHEASTERN CORNER OF MATTIE KELLY BOULEVARD (80' R/W); THENCE PROCEED NORTH 31 DEGREES 12 MINUTES 39 SECONDS WEST, A DISTANCE OF 36.14 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 544.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST ALONG EASTERLY RIGHT-OF-WAY LINE OF SAID MATTIE KELLY BOULEVARD, A DISTANCE OF 257.85 FEET TO THE POINT OF CURVATURE, OF A CURVE CONCAVE EASTERLY, AND HAVING A RADIUS OF 260.00 FEET; THENCE PROCEED 68.07 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 00 SECONDS (CHORD BEARING AND DISTANCE = NORTH 21 DEGREES 19 MINUTES 00 SECONDS EAST, A DISTANCE OF 67.87 FEET) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 28 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 245.16 FEET TO THE POINT OF CURVATURE, OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 340.00 FEET; THENCE PROCEED 89.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 00 SECONDS (CHORD BEARING AND DISTANCE = NORTH 21 DEGREES 19 MINUTES 00 SECONDS EAST, A DISTANCE OF 88.76 FEET) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 57.95 FEET TO THE SOUTHERLY LINE OF AN EXISTING 100' WIDE GULF POWER COMPANY RIGHT-OF-WAY; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 142.95 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, PROCEED SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 689.93 FEET; THENCE PROCEED NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 61.68 FEET; THENCE PROCEED SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 18.00 FEET; NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 165.17 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3.16 ACRES, MORE OR LESS.

PARCEL 8

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 100' RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE PROCEED NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.85 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 1390.86 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY CORNER OF MATTIE KELLY BOULEVARD (80' R/W); THENCE PROCEED NORTH 58 DEGREES 50 MINUTES 39 SECONDS EAST, A DISTANCE OF 36.14 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE THE WESTERLY RIGHT-OF-WAY LINE OF SAID MATTIE KELLY BOULEVARD, A DISTANCE OF 711.96 FEET TO THE POINT OF BEGINNING THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, PROCEED NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 113.00 FEET; THENCE PROCEED NORTH 52 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 35.89 FEET; THENCE PROCEED NORTH 29 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 131.10 FEET; THENCE PROCEED SOUTH 60 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 165.32 FEET; THENCE PROCEED NORTH 29 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 649.05 FEET TO A POINT ON THE PROPOSED RIGHT-OF-WAY LINE OF 98 PALMS BOULEVARD (80' R/W), SAID POINT ALSO BEING ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 433.00 FEET; THENCE PROCEED 147.12 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19 DEGREES 28 MINUTES 01 SECONDS (CHORD BEARING AND DISTANCE = NORTH 76 DEGREES 04 MINUTES 10 SECONDS EAST, A DISTANCE OF 146.41 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF AN EXISTING 100' WIDE GULF POWER COMPANY RIGHT-OF-WAY; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 753.20 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MATTIE KELLY BOULEVARD (80' R/W); THENCE PROCEED SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 57.93 FEET TO THE POINT OF CURVATURE, OF A CURVE CONCAVE WESTERLY, AND HAVING A RADIUS OF 260.00 FEET; THENCE PROCEED 68.07 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 00 SECONDS (CHORD BEARING AND DISTANCE = SOUTH 21 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 67.87 FEET) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 28 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 245.16 FEET TO THE POINT OF CURVATURE, OF A CURVE CONCAVE EASTERLY, AND HAVING A RADIUS OF 340.00 FEET; THENCE PROCEED 89.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 00 SECONDS (CHORD BEARING AND DISTANCE = SOUTH 21 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 88.76 FEET) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 90.46 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 7.63 ACRES, MORE OR LESS.

PARCEL 9

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 100' RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE PROCEED NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.85 FEET; THENCE SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 12.37 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 303.38 FEET; THENCE PROCEED NORTH 60 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 335.79 FEET; THENCE PROCEED NORTH 23 DEGREES 39 MINUTES 39 SECONDS EAST, A DISTANCE OF 17.99 FEET; THENCE PROCEED NORTH 29 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 3.14 FEET; THENCE PROCEED NORTH 60 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE PROCEED NORTH 29 DEGREES 11 MINUTES 00 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY OF A 50' WIDE PRIVATE DRIVE, A DISTANCE OF 207.97 FEET TO THE POINT OF CURVATURE, OF A CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 150.00 FEET; THENCE PROCEED 112.57 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES 00 MINUTES 00 SECONDS (CHORD BEARING AND DISTANCE = NORTH 07 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 109.95 FEET), TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 117.50 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF SAID 50 FOOT PRIVATE DRIVE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF 98 PALMS BOULEVARD (80' R/W); THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 56.54 FEET TO THE POINT OF CURVATURE, OF A CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 480.00 FEET; THENCE PROCEED 428.59 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51 DEGREES 09 MINUTES 35 SECONDS (CHORD BEARING AND DISTANCE = NORTH 78 DEGREES 13 MINUTES 20 SECONDS EAST, A DISTANCE OF 414.50 FEET), TO THE POINT OF REVERSE CURVATURE, OF A CURVE, CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 433.00 FEET; THENCE PROCEED 103.49 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 41 MINUTES 38 SECONDS (CHORD BEARING AND DISTANCE = NORTH 59 DEGREES 29 MINUTES 21 SECONDS EAST, A DISTANCE OF 103.24 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE PROCEED SOUTH 29 DEGREES 11 MINUTES 00 SECONDS EAST, A DISTANCE OF 317.54 FEET; THENCE PROCEED SOUTH 60 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 193.67 FEET; THENCE PROCEED NORTH 29 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 81.48 FEET; THENCE PROCEED SOUTH 60 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 466.86 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 4.57 ACRES, MORE OR LESS.

PARCEL 10

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 100' RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE PROCEED NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.85 FEET; THENCE SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 12.37 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 303.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 374.97 FEET; THENCE PROCEED NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 174.53 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 280.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 98 PALMS BOULEVARD (80' R/W); THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 225.48 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF A 50 FOOT WIDE PRIVATE DRIVE; THENCE PROCEED SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 117.49 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 200.00 FEET; THENCE PROCEED 150.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43 DEGREES 00 MINUTES 00 SECONDS (CHORD BEARING AND DISTANCE = SOUTH 07 DEGREES 41 MINUTES 00 SECONDS EAST, A DISTANCE OF 146.60 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 29 DEGREES 11 MINUTES 00 SECONDS EAST, A DISTANCE OF 211.11 FEET; THENCE PROCEED SOUTH 23 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 17.99 FEET; THENCE PROCEED SOUTH 60 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 335.79 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.84 ACRES, MORE OR LESS.

PARCEL 11

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 100' RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE PROCEED NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.85 FEET; THENCE SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 12.37 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 678.35 FEET; THENCE PROCEED NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 174.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 617.60 FEET; THENCE PROCEED NORTH 13 DEGREES 48 MINUTES 07 SECONDS EAST, A DISTANCE OF 279.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 98 PALMS BOULEVARD (80' R/W); THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 617.67 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE PROCEED SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 279.99 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 3.97 ACRES, MORE OR LESS.

PARCEL 12

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 100' RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE PROCEED NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.85 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 125' RIGHT-OF-WAY), A DISTANCE OF 12.37 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 678.35 FEET; THENCE PROCEED NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 792.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 276.10 FEET TO EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE PROCEED NORTH 00 DEGREES 21 MINUTES 52 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF MAIN STREET, A DISTANCE OF 288.53 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF 98 PALMS BOULEVARD ; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, PROCEED SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 346.71 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, PROCEED SOUTH 13 DEGREES 48 MINUTES 07 SECONDS WEST, A DISTANCE OF 279.83 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 2.00 ACRES

PARCEL 13

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 100' RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE PROCEED NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.85 FEET; THENCE SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 12.37 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 678.35 FEET; THENCE PROCEED NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 1068.23 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET (100' R/W); THENCE NORTH 00 DEGREES 21 MINUTES 52 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 371.03 FEET TO THE POINT OF INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF 98 PALMS BOULEVARD (80' R/W), SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 21 MINUTES 52 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, A DISTANCE OF 246.72 FEET TO THE POINT OF INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF A 100' WIDE GULF POWER EASEMENT; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF SAID MAIN STREET, PROCEED SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GULF POWER EASEMENT, A DISTANCE OF 1004.57 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE PROCEED SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE PROCEED SOUTH 13 DEGREES 48 MINUTES 07 SECONDS WEST, A DISTANCE OF 89.22 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF 98 PALMS BOULEVARD (80' R/W); THENCE NORTH 76 DEGREES 11 MINUTES 53 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1144.15 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 5.76 ACRES, MORE OR LESS.

PARCEL 14

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 100' RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE PROCEED NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.85 FEET; THENCE SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 12.37 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 678.35 FEET; THENCE PROCEED NORTH 76 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 1068.23 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET (100' R/W); THENCE NORTH 00 DEGREES 21 MINUTES 52 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 371.03 FEET TO THE POINT OF INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE AND THE NORTHERLY RIGHT-OF-WAY LINE OF 98 PALMS BOULEVARD (80' R/W); THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE PROCEED SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1144.15 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE PROCEED NORTH 13 DEGREES 48 MINUTES 40 SECONDS EAST, A DISTANCE OF 239.22 FEET TO A POINT ON THE SOUTHERLY LINE OF A 100' WIDE GULF POWER COMPANY RIGHT-OF-WAY; THENCE SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 577.64 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID 98 PALMS BOULEVARD (80' R/W), SAID POINT BEING ON A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 513.00 FEET; THENCE PROCEED 130.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 33 MINUTES 11 SECONDS (CHORD BEARING AND DISTANCE = S 59 DEGREES 55 MINUTES 08 SECONDS WEST, A DISTANCE OF 129.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 400.00 FEET; THENCE PROCEED 357.16 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 09 MINUTES 35 SECONDS (CHORD BEARING AND DISTANCE = S 78 DEGREES 13 MINUTES 20 SECONDS WEST, A DISTANCE OF 345.41 FEET TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 76 DEGREES 11 MINUTES 53 SECONDS WEST, A DISTANCE OF 172.45 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 2.42 ACRES, MORE OR LESS.

PROPOSED 98 PALMS BLVD. EXTENSION

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 100' RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE PROCEED NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.85 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 125' RIGHT-OF-WAY), A DISTANCE OF 1723.27 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE GO NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 1278.04 FEET TO THE SOUTHERLY LINE OF AN EXISTING 100' WIDE GULF POWER COMPANY RIGHT-OF-WAY; THENCE GO NORTH 76 DEGREES 11 MINUTES 53 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 976.15 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE PROCEED ALONG THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 433.00 FEET; THENCE PROCEED 250.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33 DEGREES 09 MINUTES 38 SECONDS (CHORD BEARING AND DISTANCE = SOUTH 69 DEGREES 13 MINUTES 22 SECONDS WEST, A DISTANCE OF 247.12 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 480.00 FEET; THENCE PROCEED 428.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 09 MINUTES 35 SECONDS (CHORD BEARING AND DISTANCE = SOUTH 78 DEGREES 13 MINUTES 20 SECONDS WEST, A DISTANCE OF 414.50 FEET) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 76 DEGREES 11 MINUTES 53 SECONDS WEST, A DISTANCE OF 19.81 FEET TO THE SOUTHEASTERLY LINE OF PROPOSED 98 PALMS BOULEVARD (80' R/W); THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 80.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST, A DISTANCE OF 19.79 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE PROCEED 357.16 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 09 MINUTES 35 SECONDS (CHORD BEARING AND DISTANCE = NORTH 78 DEGREES 13 MINUTES 20 SECONDS EAST, A DISTANCE OF 345.41 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 513.00 FEET; THENCE PROCEED 130.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 33 MINUTES 11 SECONDS (CHORD BEARING AND DISTANCE = NORTH 59 DEGREES 55 MINUTES 08 SECONDS EAST, A DISTANCE OF 129.95 FEET) TO THE AFORESAID SOUTHERLY LINE OF THE GULF POWER COMPANY RIGHT-OF-WAY; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 53 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 172.12 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 1.093 ACRES, MORE OR LESS.

PROPOSED MATTIE KELLY BLVD. EXTENSION

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 100' RIGHT-OF-WAY), A DISTANCE OF 500.00 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 110' RIGHT-OF-WAY), A DISTANCE OF 132.77 FEET; THENCE PROCEED NORTH 05 DEGREES 06 MINUTES 00 SECONDS WEST, ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.85 FEET; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 125' RIGHT-OF-WAY), A DISTANCE OF 1521.99 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY LINE AND THE SOUTHEASTERN CORNER OF MATTIE KELLY BOULEVARD (80' R/W); THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE PROCEED NORTH 31 DEGREES 12 MINUTES 39 SECONDS WEST, A DISTANCE OF 34.16 FEET; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID MATTIE KELLY BOULEVARD, A DISTANCE OF 736.96 FEET TO THE POINT OF INTERSECTION OF THE NORTHEASTERLY CORNER OF PROPOSED 98 PALMS SUBDIVISION, SAID CORNER ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 13 DEGREES 49 MINUTES 00 SECONDS, A DISTANCE OF 65.46 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE PROCEED 68.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 00 SECONDS (CHORD BEARING AND DISTANCE = NORTH 21 DEGREES 19 MINUTES 00 SECONDS EAST, A DISTANCE OF 67.87 FEET TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 28 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 245.16 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE PROCEED 89.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 00 SECONDS EAST (CHORD BEARING AND DISTANCE = NORTH 21 DEGREES 19 MINUTES 00 SECONDS EAST, A DISTANCE OF 88.76 FEET TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 13 DEGREES 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 57.95 FEET TO THE SOUTHERLY LINE OF AN EXISTING 100' WIDE GULF POWER COMPANY RIGHT-OF-WAY; THENCE PROCEED NORTH 76 DEGREES 11 MINUTES 53 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF INTERSECTION WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID MATTIE KELLY BOULEVARD; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE PROCEED SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 57.95 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE PROCEED 68.07 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 00 SECONDS (CHORD BEARING AND DISTANCE = SOUTH 21 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 67.87 FEET TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 28 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 245.16 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE PROCEED 89.01 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 00 SECONDS (CHORD BEARING AND DISTANCE = SOUTH 21 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 88.76) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 13 DEGREES 49 MINUTES 00 SECONDS WEST A DISTANCE OF 65.46 FEET TO THE NORTHERLY LINE OF THE AFORESAID PROPOSED 98 PALMS SUBDIVISION; THENCE PROCEED SOUTH 76 DEGREES 11 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.965 ACRES, MORE OR LESS.

PLANTING NOTES

SECTION I : GENERAL

CONTRACTOR SHALL BE RESPONSIBLE FOR THE SITE INSPECTION PRIOR TO LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO ACQUAINT HIMSELF WITH EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION. PRIOR TO SUBMITTING A BID, VERIFY ANY DISCREPANCIES BETWEEN THE NOTES, SPECIFICATIONS, DRAWINGS, OR SITE CONDITIONS WITH THE LANDSCAPE ARCHITECT.

CONTRACTOR SHALL COMPLETE SOIL TEST IN ALL PLANTING AREAS TO DETERMINE SOIL AMENDMENT REQUIREMENTS AND SUBMIT TEST RESULTS TO LANDSCAPE ARCHITECT FOR APPROVAL. CONTRACTOR SHALL ADJUST PH AND FERTILITY BASED UPON THESE RESULTS. NO ADDITION TO OR PLACEMENT OF SOIL IS TO BE DONE PRIOR TO INITIAL SOIL TEST REPORT APPROVAL. TESTING SHALL BE DONE BY SUITABLE LABORATORY. NO PLANTING SHALL BEGIN UNTIL RESULTS AND PROPER ADJUSTMENT HAVE BEEN

SOME TREES AND SPECIMEN PLANT MATERIAL MAY BE SUPPLIED BY OWNER. VERIFY WITH OWNER.

CONTRACTOR SHALL LAYOUT TREES AND BED LINES FOR PLANTS FOR REVIEW BY LANDSCAPE ARCHITECT PRIOR TO PLANTING. A MINIMUM 24 HOURS NOTICE SHOULD BE GIVEN AND ANTICIPATED BY THE CONTRACTOR FOR THIS REVIEW.

DUE TO EXISTING VEGETATION AND OTHER SITE CONDITIONS, THE CONTRACTOR SHOULD ANTICIPATE FIELD ADJUSTMENTS BY THE LANDSCAPE ARCHITECT.

CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE FULL YEAR (SOD 60 DAYS) FROM DATE OF FINAL ACCEPTANCE.

SECTION II : MATERIALS

PLANTS SHALL BE WELL FORMED, VIGOROUS, GROWING SPECIMENS WITH GROWTH TYPICAL OR VARIETIES SPECIFIED AND SHALL BE FREE FROM INJURY, INSECTS AND DISEASES. PLANTS SHALL EQUAL OR SURPASS #1 QUALITY AS DEFINED IN THE CURRENT ISSUE OF "AMERICAN STANDARDS FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN NURSEYMEN, INC.

ALL PLANT MATERIALS ARE SUBJECT TO APPROVAL OR REFUSAL BY THE LANDSCAPE ARCHITECT AT THE JOB SITE. ALL MATERIAL REJECTED SHALL BE REMOVED FROM THE PROJECT SITE AT NO ADDITIONAL COST TO THE OWNER.

ALL PLANT MATERIAL IS TO BE CAREFULLY HANDLED BY THE ROOT BALL, NOT THE TRUNK, BRANCHES, AND/OR FOLIAGE OF THE PLANT. MISHANDLED PLANT MATERIAL MAY BE REJECTED.

ALL PLANT MATERIAL IS TO BE WELL ROOTED, NOT ROOT BOUND, SUCH THAT THE ROOT BALL REMAINS INTACT THROUGHOUT THE PLANTING PROCESS. REJECT ALL CRACKED ROOTBALLS.

SECTION III : EXECUTION

ALL TREES SHALL BE STAKED AND GUYED ON THREE SIDES. SEE DETAIL.

ALL SHRUB AND TREE PITS SHALL BE AMENDED WITH A SOIL MIXTURE CONSISTING OF GRO-TONE BED MIX (1/4 LB. PER GALLON OF PLANT SIZE), 1/2 BLACK KOW COMPOSTED COW MANURE,(1 LB PER GALLON OF PLANT SIZE).

ALL GROUND COVER AND COLOR BEDS SHALL HAVE THE ABOVE SOIL MIXTURE TILLED INTO BED AREA TO A DEPTH OF 4".

BACK ROW OF SHRUBS SHALL BE PLANTED AT 36" FROM FACE OF BUILDING WALL. GROUND COVERS SHALL BE 12" OUT FROM BUILDING AS REQUIRED BY PLANT SPECIFICATIONS.

FRONT ROW OF SHRUBS SHALL BE PLANTED A MINIMUM OF 24" BEHIND (12" FOR GROUND COVER) BED LINE @ LAWNS OR WALKS AND MINIMUM 36" BACK FROM DRIVEWAY AND PARKING AREAS.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 2% POSITIVE DRAINAGE IN ALL PLANT AREAS.

ALL PLANTING BEDS AND TREE PITS SHALL BE MULCHED WITH A 3" (AFTER SETTLEMENT) LAYER OF PINE STRAW.

EXCAVATE EDGE OF ALL PLANTING BEDS TO 2" DEPTH TO FORM A NEAT CRISP DEFINITION. SEE DETAIL.

CONTRACTOR SHALL REMOVE ALL DEBRIS AND FINE GRADE ALL AREAS FOR APPROVAL BY LANDSCAPE ARCHITECT.

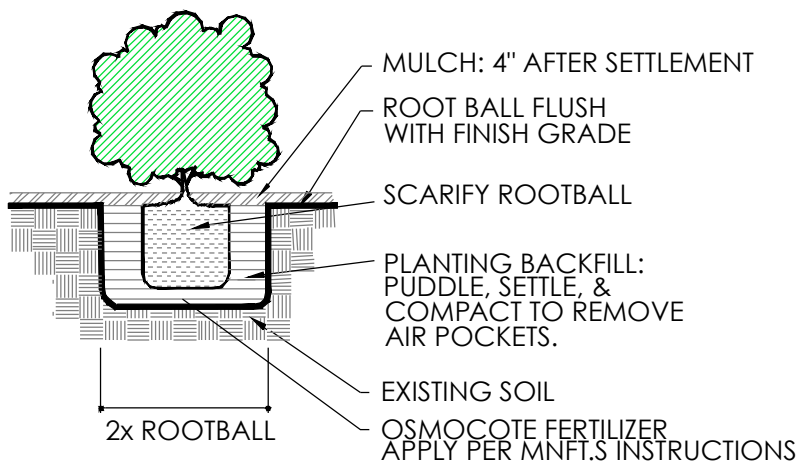
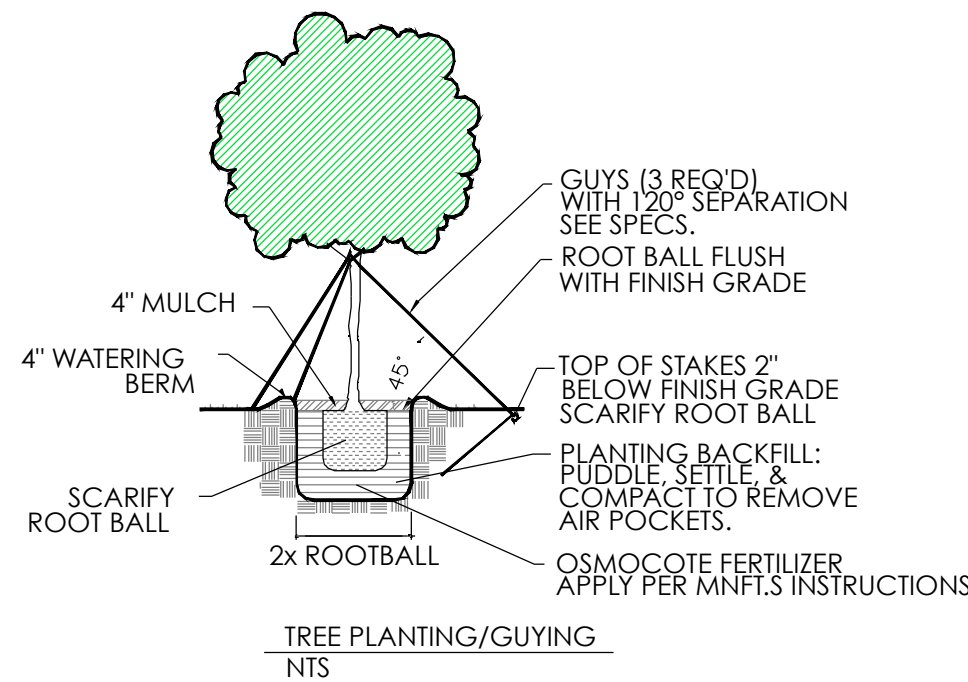
REMOVE ALL GUY WIRES AND STAKES AT END OF GUARANTEE PERIOD. PLANT LIST PROVIDED AS A COURTESY, VERIFY ALL QUANTITIES.

PRICING TO INCLUDE ALL COMPONENTS NEEDED FOR A COMPLETE AND PROFESSIONAL INSTALLATION.

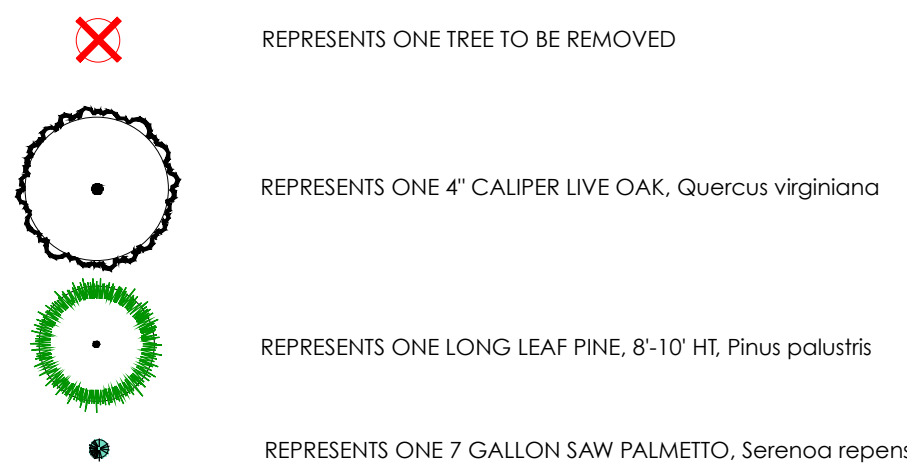
ALL PLANTED AREAS ARE TO BE IRRIGATED BY AN AUTOMATIC SYSTEM THAT HAS 100% COVERAGE WITH A MINIMUM 55% OVERLAP.

SOD TO BE EMPIRE ZOYSIA

PLANTING DETAILS



PLANT KEY



TREE TABULATIONS

59 REFORESTATION TREES REQUIRED, 10 PROVIDED, 1/.10 ACRE
14 REPLACEMENT TREES REQUIRED, 9 PROVIDED, 1 PER TREE
219 SHRUBS REQUIRED, 219 PROVIDED, 3 PER TREE



LANDSCAPE PLAN

1" = 40'

