

October 5, 2022 Board of Adjustment Hearing

WEDNESDAY, OCTOBER 5, 2022

5:30 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL/PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
 - A. Minutes- June 1, 2022**
- 4. OLD BUSINESS**
- 5. NEW BUSINESS**
 - A. 22-55-VR – Okaloosa County Tower Variance Request**
 - B. 22-53-VR – 105 and 109 Calhoun Avenue Variance Request**
 - C. 22-57-VR- 4510 Luke Ave Variance Request- Withdrawn by Applicant**
- 6. PUBLIC COMMENTS**
- 7. NEXT MEETING DATE: November 2, 2022**

If a person decides to appeal any decision made by the City Council, committee, board, panel, or agency with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she will may need to ensure that a record of the verbatim record of the proceedings is made, which record includes the testimony and evidence upon the appeal is to be based. "Persons with disabilities who require assistance to participate in this meeting are requested to notify the City Clerk's Office 850.837.4242 at least 48 hours in advance".

**BOARD OF ADJUSTMENT
DESTIN CITY HALL BOARDROOM
WEDNESDAY, JUNE 1, 2022
5:30 P.M.**

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, June 1, 2022, at Destin City Hall Boardroom.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present:

Tom Weidenhamer
David Emerson
Cyron Marler
James Moomaw
Robert Pinard

Absent

Kimberley Mergler
Daniella Piper

Staff Present:

Kim Montgomery Deputy City Clerk
Daniel Butler, Senior Planner
Kimberly Kopp Land Use Attorney
Kyle Bauman, City Attorney

3. AGENDA APPROVAL:

Motion to approve the agenda as presented was made by Board member Marler, with Board member Pinard providing the second. The motion passed 5-0.

4. APPROVAL OF MINUTES:

➤ **May 4, 2022**

Motion to approve the minutes of the May 4, 2022 meeting was made by Board member Marler, with Board member Pinard providing the second. The motion passed 5-0.

5. PUBLIC COMMENT:

None

6. NEW BUSINESS:

A. 22-29-VR - 400 Mattie M. Kelly Blvd. Variance Request

The City Attorney (CA) swore in Daniel Butler and Felix Beukencamp for testimony. The City Attorney then noted for the record that he has spoken with the applicant who has agreed to waive the reading of the notice and the application into the record, as well as city staff.

The LUA (Land Use Attorney) entered the Agenda Item and Staff Report including all the attachments, a copy of the application and the attached plans into the evidence as city's composite Exhibit A.

Mr. Butler explained to the board members the applicant is seeking a variance form the LDC Section 16.04.00.A.3 which is the sign setback ordinance. The Applicant is proposing to relocate two

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entry signs 3-feet from the front property line. According to the referenced code, all ground signs shall be located 10-feet from the property line. Additionally, the signs are proposed to be 3'x3' and 8-feet tall and 3-feet off the city sidewalk. Mr. Butler reminded the members that in order to grant a Variance, all six criteria set forth in the LDC 2.25.03(C) must be satisfied, and after reviewing the applicant's request to those criteria, staff determined that the Variance should be denied since all of the findings have not been met.

The LUA asked Mr. Butler if in his professional opinion, is there another location that would be appropriate to meet the code without the Variance. According to Mr. Butler, it could be located at the northern portion of the site and would be able to meet the 10-foot setback requirements however, it would not be at the entrance. She then asked if this is a commercial or residential use. According to Mr. Butler it's multifamily residential.

Mr. Beukencamp spoke to the board how when the plat was created, there was no fore thought on process and Mr. Miles, the owner, just wants to identify the site for the property adding how many times he has encountered people not being able to find Mattie Kelly Blvd. He also spoke of how currently, there is very little traffic on the road but understands that there are plans to extend the road to Hwy 98 in the future. Additionally, he does not think the drawing is accurate comparable to the 10-foot sidewalk and spoke of how the only logical place to put the sign to attract people to the entrance is this location, and although Mr. Butler's suggestion is a good one, it just would not guide people to the entrance of the property.

Chairman Weidenhamer asked the applicant how far back could the sign go? An aerial from the property appraiser website was provided for the members to get an idea of the location the request.

Mr. Beukencamp spoke of the concerns of vehicular or pedestrian conflicts has been voiced by staff but spoke of how the topography is high in the vicinity of where they would like to locate the sign.

In rebuttal to comments made by Mr. Beukencamp, the LUA asked Mr. Butler did the city or the applicant plan this development? According to Mr. Butler, the city does not plan developments, we simply review them to the LDC and projects are designed by the design teams hired by owners. She then asked Mr. Butler if the sign was placed in the north corner where staff suggests, would it still be visible from the road for emergency vehicles to identify the development? According to Mr. Butler, in his opinion, yes. The LUA then stated for the record that they could still comply with the code and have the sign. It just would not be at the access to the property.

Board member Marler questioned if the sign would have any lighting. According to Mr. Beukencamp, he is not aware of any plans to light the sign,

With no further questions from the Board, Chairman Weidenhamer opened the hearing for public comment. With no one in the public to comment, he closed the public portion of the hearing and called for a motion.

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Motion by Chairman Weidenhamer to approve the Variance request for the sign to be located next to their property line which would move the sign approximately 7-foot from the sidewalk, with Vice Chairman Emerson provided the second. With no further discussion, the Chairman called for the vote and the motion passed 5-0.

The LUA stated for the record, this is different than what was asked for and is an approval but not the specific one that was requested and asked the applicant if he understood that.

B. Variance Request 22-17-VR - 437 Main Street

The LUA entered the Agenda Item and Staff Report including all the attachments, a copy of the application and the attached plans into the evidence as city's composite Exhibit A.

Mr. Butler explained the applicant, Matthew McGee of Livin' Right Real Estate, on behalf of Kelly Homes Trust, is requesting a variance from the minimum lot width outlined in Land Development Code (LDC) Section 7.12.08, Dimensional Requirements. The proposed project would split the existing 130' wide lot into two lots, measuring 65' wide. The specific ordinance the applicant is seeking relief from is Table 7-3 Schedule of Dimensional Requirements in Section 7.12.08. The property is in the LDRV zoning district, where those minimum lot line widths are 70' wide, 100' deep and a minimum lot area of 75-feet square feet. As proposed, the two newly created lots would measure 65' wide by 100' deep. Each lot would be five (5) feet short of the minimum lot width requirement listed in LDC Table 7-3, Schedule of Dimensional Requirements, and approval of this request would not show favoritism to the applicant because of the unique nature of the size of the lots.

The Chairman opened the hearing to the public for comment. With no one in the public he then closed the public portion of the hearing and called for additional discussion of a motion.

Motion by Board member Marler to approve Variance, with Vice Chairman Emerson providing the second. The motion passed 5-0.

5. NEXT MEETING: July 6, 2022

6. ADJOURNMENT:

There being no further business the meeting was adjourned at 5:30 p.m.

Adopted and approved this _____ day of _____ 2022.

Tom Weidenhamer, Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: October 5, 2022
BOARD/COMMITTEE: Board of Adjustment
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 5.A.

TO: Board of Adjustment

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Steve O'Connor, Principal Planner

FROM: Daniel Butler, Senior Planner

DATE: September 26, 2022

SUBJECT: 22-55-VR – Okaloosa County Tower Variance Request

I. BACKGROUND: REQUEST:

Cristina Girardi of Williams Communications, Inc., on behalf of Okaloosa County, is requesting approval of a Variance Request, 22-55-VR. This request is seeking relief from ***LDC Section 7.19.08 & Section 7.19.03.B.3.f***, which relate to communication tower setbacks and maximum tower height for the proposed Okaloosa P25 Public Safety Communications tower to be located in Destin. This tower is one (1) of twelve (12) towers being built throughout the County as part of a multi-million dollar investment in a unified public safety system that will serve over thirty (30) local emergency and public safety agencies. The location of the towers are driven by the design of a system that needs to meet a stringent inbuilding coverage requirement of 30dB in 95% of the county.

BACKGROUND:

Applicant: Okaloosa County

Location: 218T Main Street, Destin, FL 32541

Size of Property: 3.81 acres

Current Zoning: Town Center Mixed Use (TCMU)

Future Land Use Map Classification: Town Center Mixed Use (TCMU)

Comprehensive Plan Compliance:

Policy 8-1.1.1: Ensure Effective Intergovernmental Coordination

Policy 8-1.1.4: Coordinate with Okaloosa and Walton Counties on Development and Growth Management Issues

Policy 11-1.2.6: Safety

Legal Notice: The legal notice for the proposed variance request was submitted for publication in the Northwest Florida Daily News with publication dates of September 25, 2022 and September 30, 2022.

Request: The applicant is seeking relief from *LDC Section 7.19.08 & Section 7.19.03.B.3.f*, which relate to communication tower setbacks and maximum tower height for the proposed Okaloosa P25 Public Safety Communications tower to be located in Destin. This tower is one (1) of twelve (12) towers being built throughout the County as part of a multimillion dollar investment in a unified public safety system that will serve over thirty (30) local emergency and public safety agencies. The location of the towers are driven by the design of a system that needs to meet a stringent inbuilding coverage requirement of 30dB in 95% of the county.

Therefore, the applicant is requesting a variance from:

LDC Section 7.19.03.B.3.f, Siting standards for commercial telecommunication towers –

- Maximum tower height shall be no greater than 200 feet in height.

LDC Section 7.19.08.A, Setbacks and separation -

- Towers shall be setback a distance equal to one foot for every foot of tower height to any public right-of-way or property line of the lot or parcel containing the tower. The Board of Adjustment may reduce this setback upon a showing that the collapse zone is less than this distance, however, in no event can the setback be less than one-half ($\frac{1}{2}$) the height of the tower, unless the City Council allows the tower or antenna to be located within the City-owned right-of-way.

II. DISCUSSION: The applicant is proposing to construct an emergency radio system communications tower at the subject location. This tower is one (1) of twelve (12) towers being built throughout the County as part of a multimillion dollar investment in a unified public safety system that will serve over thirty (30) local emergency and public safety agencies. The location of the towers are driven by the design of a system that needs to meet a stringent inbuilding coverage requirement of 30dB in 95% of the county.

In order to meet the public safety requirement of the system (95% coverage 30dB), the tower is proposed at $\pm 200'$. However, the attached antennas and lightning rod are considered part of the tower height and need to extend $\pm 23'$ above the tower structure for public safety needs. The Destin tower and antennas overall height are cleared at the proposed height by Eglin AFB, and all other aviation concerns.

Additionally, the tower has been designed with the diagonal bracing at 97.9% capacity at the 120-ft to 140-ft elevation of the 200' tower, which is the highest capacity member. As explained by the Ms. Girardi, Project Engineer, the diagonals will fail in compression and will cause the tower to “fold over” and reduce the wind load in the remainder of the tower.

This will allow the tower to remain within the desired fall radius, per the zoning criteria.

FINDINGS:

According to the *LDC Section 2.25.03(C)*, to authorize upon appeal such variance from the terms of any zoning ordinance as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions of such ordinance would result in unnecessary and undue hardship. In order to authorize any variance from the terms of the conditions, the Board of Adjustment must find:

A. That special conditions or circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.

Applicant response: The County is building a state-of-the-art emergency radio communication system that will provide reliable digital radio service for over 7 law enforcement agencies and 23 fire/rescue first responders. To build this system it requires a series of 12 towers/equipment sites in specific geographic locations throughout the County to optimize radio coverage and building penetration for all our emergency personnel. That siting criteria drove our location to the Destin Water Users site, plus the fact that there is an existing water tower and the property is zoned industrial. Further restricting any location was the available site for our usage, which is an existing small area currently leased by the County from Destin Water Users for beach cleanup. All of those constraints have led us to the need for a physical variance, for what is the only feasible tower siting location available.

Staff Findings: Given the limited amount of space/locations available within the City, and the communications desires for the County for public safety, there are special conditions that exist that limit the applicant to location of the proposed tower which are not applicable to other lands, structures, or buildings within the same zoning district. Staff agrees this criteria has been met.

B. That special conditions and circumstances do not result from the actions of the Applicant.

Applicant response: The special conditions for the first variance are all preexisting and are not the result of the applicant's actions. The special conditions for the second variance are not inherently preexisting except the regulation is not necessarily clear with the regard to the antennas and as a preexisting regulation is not necessarily based in science and the needs of public safety.

Staff Findings: The applicants were required to propose the tower at a location that complimented the target frequency for first responders, while avoiding any disruption/conflicts with other critical infrastructure. These special conditions and circumstances do not result from the actions of the Applicant, as they do not control the height and density of buildings within the City. Staff agrees this criteria has been met.

C. That granting the requested variance will not confer on the Applicant any special privileges denied by any zoning ordinance to other lands, buildings or structures in the same zoning district.

Applicant Response: The setback variance will not confer any special use or variance and will simply reduce the setback from one property line where a pond exists to protect underground infrastructure and maximum separation from an electrical substation and other.

The tower/antenna variance is being erected with the primary purpose to serve the emergency radio communications system which is solely focused on keeping first responders and the people they serve safe. Allowing the antennas to be mounted on the top of the 200ft tower will not confer any special privilege over others. This is the only public safety network for all first responders countywide for over 30 different agencies, there will not be other public safety radio systems on this network.

Staff Findings: The proposed tower is to be utilized for the greater good of public safety of the citizens and guests of Destin. As stated by the applicant, this is the only public safety network for all first responders countywide for over 30 different agencies, there will not be other public safety radio systems on this network. Granting this variance would not confer on the Applicant any special privileges denied by any zoning ordinance to other lands, buildings or structures in the same zoning district. Staff agrees this criteria has been met.

D. That literal interpretation of the provisions of any zoning ordinance would deprive the Applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of any zoning ordinance, and would it result in unnecessary and undue hardship on the Applicant.

Applicant Response: The literal interpretation of *LDC 7.19.08* would not allow the County to build the tower in this critical location without impacting other important infrastructure.

The literal interpretation of *LDC 7.19.03.B.3.f* specifically states that the “**Maximum tower height shall be no greater than 200 feet in height**”. The tower height is 200 feet, but the antennas would need to extend beyond that height to be able to provide the required contract coverage of 95% 30dB in-building. If variance is not allowed, it would work unnecessary and undue hardship on the emergency system users creating poorer coverage within Destin during very serious situations. It is unnecessary in that 200ft is an artificial distance not based on safety or other criteria and for which the additional 23ft will otherwise be cleared by all other regulatory agencies.

Staff Findings: The literal interpretation of the LDC would prohibit the applicant from constructing the communications tower, potentially endangering the safety of citizens and guests, as well as first responders, during serious events. ‘**Enhanced quality of life and safety of families**’ is the City’s Strategic Focus #4 and granting this variance would further this focus. Staff agrees this criteria has been met.

E. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

Applicant Response: The variance of 30ft from the north property line is minimized

with a remaining setback of 70ft from the adjoining property line related to a pond. The intent of a setback of 100ft from other structures and activities is still maintained everywhere, to include maximizing the setback from critical infrastructure of the Florida Power & Light (FPL) substation and Destin Water Users (DWU) wastewater effluent disposals at the other property lines. The tower is designed to collapse on itself within the compound also offering further support for the variance and protection from any setback variance.

The variance to allow LMR antennas to extend beyond the 200 feet tower top is minimized by only installing the minimum number of protrusions for the emergency radio system in order to provide the required 95% 30dB in-building coverage.

Staff Findings: The communications contract requires the system to provide at least 95% 30dB in-building coverage. Given the density and height of buildings within Destin, the requested variance is the minimum variance that would make the tower worth constructing and functioning efficiently. Staff agrees this criteria has been met.

F. That the granting of the variance will be in harmony with the general intent and purpose of any zoning ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Applicant Response: The site in an intense industrial site with minimal setbacks throughout for taller structures to include a water storage tank and electric substation. This is necessary for a critical emergency service infrastructure to be used and relied upon by all first responders to protect Destin residents.

The industrial zoning district allows these towers. With a slight adjustment to the setback of 30ft still leaving a 70ft setback from a pond and allowing the three antennas and lightning rod above 200ft it will still meet the full purpose and intent of the zoning ordinance without creating any injury to the area involved or the public welfare. In fact, it will actually improve the public welfare by arming the first responders with resilient communication systems for use during critical emergencies, something that would fail today. Additionally, it may improve mobile communication and data in the area if other carriers can be attracted to the site.

We are requesting support for this variance from ***LDC 7.19.08*** and ***LDC 7.19.03.B.3.f*** based on the following factors:

1. The tower has been designed as a self-collapsing design, that would cause the tower to collapse within the compound.
2. The County has worked arduously with landowners, aviation officials, and engineers since mid-2021 to identify and secure site locations that would support the required 95% 30dB in-building
3. The emergency radio communications system will provide the critical in-building coverage first responders need that is not present today.
4. Destin residents and visitors will benefit from a unified public safety and emergency front that will be capable to effectively communicate during emergencies

We propose the variance will be implemented within 24 months and would run for the life of the tower at this location.

Staff Findings: Granting this variance would not be injurious to the area involved or otherwise detrimental to the public welfare. Furthermore, this variance approval would enhance safety of the public welfare and first responders, while not affecting critical infrastructure at the current site. Staff agrees this criteria has been met.

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

Effective, efficient, and aesthetically pleasing infrastructure.

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): NA

D. Legislative Sponsor:

III. CONCLUSION: Per *Land Development Code (LDC), Section 2.25.03(C)*, to authorize a variance request, the Board of Adjustment must find that all six (6) of the aforementioned criteria must be satisfied. After performing a review of the proposed variance request, Staff's recommendation is for the Board of Adjustment to approve the request. Approval of the variance will not afford privileges to the applicant not afforded to other properties within the same zoning district or within the MMTD due to the unique nature and existing conditions of the proposed communications tower. Therefore, Staff recommends the Board approve the proposed variance request.

IV. RECOMMENDED MOTION:

I recommend that the Board of Adjustment approve the proposed Variance Request 22-55-VR.

ALTERNATIVE MOTION:

I recommend that the Board of Adjustments deny the proposed Variance

Request 22-55-VR.

Attachments:

1. 1. Variance Request Letter
2. 2. Destin Tower 0-Fall Radius Letter
3. 3. Engineering Statement of Need
4. 4. Original Location vs. Proposed Plan
5. 5. Destin Tower Lease Exhibit
6. 6. Tower Site Agreement



Office of the County Administrator

OKALOOSA COUNTY, FLORIDA

John Hofstad
County Administrator

September 07, 2022

Dear Board of Adjustment Members,

I am writing to you today regarding a slight setback variance of 30ft from one property line where a stormwater pond currently exists, and a second variance to request authorization to install emergency communication antennas at the top of the proposed 200ft self-support tower to meet public safety needs of the system for (95% coverage 30dB) in-building coverage in the Destin area.

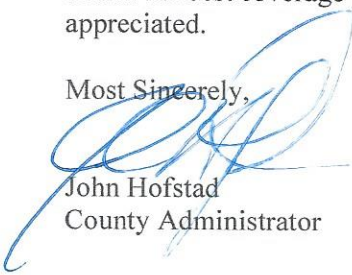
The variance will allow the siting of an emergency radio system communications tower that will support over 30 different first responder agencies in the County during critical public safety situations. The tower is part of a network of 12 towers throughout the County that will all work together seamlessly. The Sheriff's Office, Destin Fire, Okaloosa EMS, and beach lifeguards will all be on this system and support our efforts.

As you might imagine, the siting of any tower in the City of Destin is difficult. Our location was constrained by staying away from residential property, addressing aviation issues, proper zoning and the system coverage needs. Once all those issues were navigated through, we are still facing significant physical challenges on the site to include underground utilities and other critical infrastructure. We placed the tower so the foundation avoids underground utilities as well as maximizes the setback from other critical infrastructure to the east and south of the tower location. We also took the initiative to design all system towers with a 0-ft fall zone to prevent any damage outside the compound if a tower was ever to fail.

For the second variance, the maximum tower height is 200ft. Unfortunately, the attached antennas and lighting rod are considered part of the tower height and need to extend 23ft above the tower structure for public safety needs. The emergency radio communication system has a very stringent in-building coverage requirement to ensure that first responders can talk to dispatch when inside of buildings throughout the County. With the density and height of major buildings in the City we are trying to eliminate these communication gaps for our first responders. By installing the antennas at the top of the tower, 2% of coverage will be lost in the Destin area and the system coverage contract will not be met. The Destin tower and antennas' overall height are cleared at the proposed height by Eglin AFB, and all other aviation concerns.

We have spent the last 8 months getting to this point and now seek your support of our variance requests to ensure we optimize the placement of the tower and antennas on the Destin site, while avoiding any disruption/conflicts with other critical infrastructure, and meeting system coverage requirements to obtain the best coverage possible for our first responders. Your consideration of these variances is greatly appreciated.

Most Sincerely,


John Hofstad
County Administrator



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

4505 Falls of Neuse Rd., Suite 400 • Raleigh, NC 27609 • Phone 919-783-9214 • Fax 919-783-9266

September 2, 2022

Cristina Girardi
Williams Communications
5046 Tennessee Capital Blvd.
Tallahassee, FL 32303

**RE: Tower 0-ft Fall Radius
Destin, Okaloosa County, Florida**

Dear Ms. Girardi,

KCI Technologies, Inc. has reviewed and ensured that the tower will be in compliance with the 0-ft fall zone radius for Okaloosa County. The tower has been designed to comply with TIA-222-H and the 2020 Florida Building Code. The tower design incorporates a section within the upper 1/2 of the tower to be the highest capacity. Therefore, under the TIA design criteria, if the design limits are exceeded, the tower member with the highest capacity will lead to failure at that particular section of the tower.

This tower has been designed with the diagonal bracing at 97.9% capacity at the 120-ft to 140-ft elevation of the 200-ft tall tower, which is the highest capacity member. The diagonals will fail in compression and will cause the tower to “fold over” and reduce the wind load in the remainder of the tower. This will allow the tower to remain within the desired fall radius per the zoning criteria.

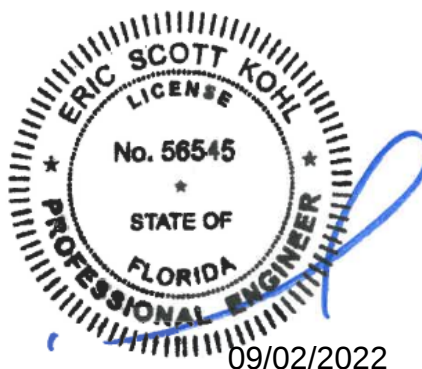
Please note that this assumes that the steel members and bolts have meet the AISC standards, the tower has been properly fabricated and installed and that the loading on the tower is identical to the loading the tower was designed for. Any deviations may result in a failure mechanism different from that which was designed.

If you have any questions or concerns, please contact the undersigned at (919) 278-2478.

Sincerely,

Eric Kohl, P.E.
Senior Associate / Practice Leader

This document has been electronically signed and sealed by Eric S. Kohl, PE (#56545) on the date shown using a digital signature in accordance with F.A.C. 61G15-23.004, with a digital certificate issued by Entrust, Inc. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.





WILLIAMS
COMMUNICATIONS, INC
WIRELESS TECHNOLOGIES

September 6, 2022

City of Destin Planning Division
Destin City Hall Annex
4100 Indian Bayou Trail
Destin, FL 32541

Subject: Proposed Tower for Okaloosa County P25 Phase II Radio System – Location: Destin, FL.

To whom it may concern:

This correspondence is to certify a comprehensive review of the proposed tower antenna system for the Okaloosa County P25 Phase II Radio System tower site in Destin. Coverage Maps were reviewed along with antenna system specifications and FCC database search results for any existing towers that meet the requirements of the Okaloosa County Contract. The following attachments are included with this letter:

- The county required coverage for this tower is detailed in attachment A
- The antenna system required to provide this coverage is detailed in attachment B
- The tower search, showing all qualifying towers, is detailed in attachment C

The proposed tower location was selected to provide Okaloosa County Public Safety users the ability to communicate within buildings having RF penetration loss of up to 30dB. This will provide outdoor and indoor county-wide operation for public safety first responders.

Location of tower: **218T Main Street, Destin, FL 32541**

An exhaustive search for alternative towers within 1,000 ft from the proposed location with a height of 200 feet or greater was conducted to find towers available for collocation. The search has provided no towers which meet the height required to meet the P25 Public Safety Radio System's coverage requirement in this area of the county. We therefore request your approval to build the detailed tower and mount the antennas at a centerline of 209 feet.

Dave Sciarrino
Chief Engineer
Williams Communications

Attachment A – Coverage Requirements and Analysis

The contractual requirement is for 95% coverage within buildings that have an RF penetration loss of up to 30 dB. In order to meet this requirement at the proposed tower site, the antennas must be installed at a centerline of 209 feet above ground level. If the antennas are lowered to a centerline of 190 feet, the coverage will be reduced by 2% in Destin, and the required coverage will not be achieved.

Attachment B – Antenna System Detail

The Table shown in this attachment details the proposed P25 antenna configuration for the Destin Tower in order to meet the 30dB in-building coverage requirement.

SITE INFO	
Name	Destin
Tower Type	Lattice Tower (SST)
Tower Height	60.96 meters (200 ft)
Latitude	36° 23' 40.22" N
Longitude	86° 28' 56.16" W

TX ANTENNA SYSTEM	
Tx Coax	1-5/8" Foam
Tx Ant Ht (ft AGL)	209 Centerline, 219 Tip
Tx Ant Model / Manufacturer	BMR12H / RFS
Tx Ant Azimuth	0
Tx Ant Tilt (Mechanical) degrees	0
Tx Ant Tilt (Electrical) degrees	0
Tx Ant Gain (dBd)	15.3
Max ERP (dBm)	60.2

RX ANTENNA SYSTEM	
Rx Coax	7/8" Foam
Tower Top Amp / Manufacturer	CP00732 / Combilent
Rx Ant Ht (ft AGL)	209 Centerline, 219 Tip
Rx Ant Model / Manufacturer	BMR12H / RFS
Rx Ant Azimuth degrees	0
Rx Ant Tilt (Mechanical) degrees	0
Tx Ant Tilt (Electrical) degrees	0
RX Ant Gain (dBd)	15.3

Note: RFS = Radio Frequency Systems

LAT/LON Datum is NAD83

All Antennas are 806-869 MHz

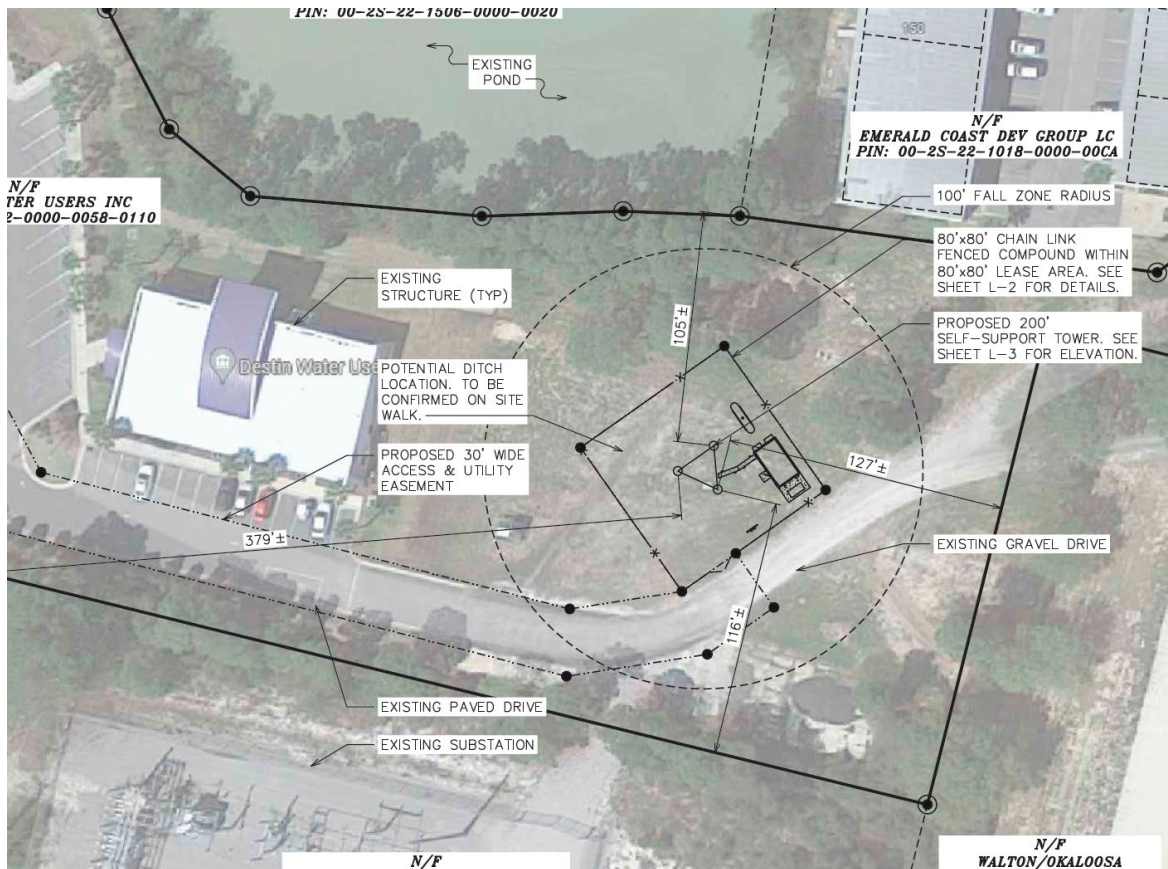
Attachment C – Existing and Planned Tower Search

The figure below shows a search radius of 1000 feet around the proposed tower location. There are no existing or planned towers within this area that meet the design requirement of 200 feet or taller.

You can pick one of the following screen shots



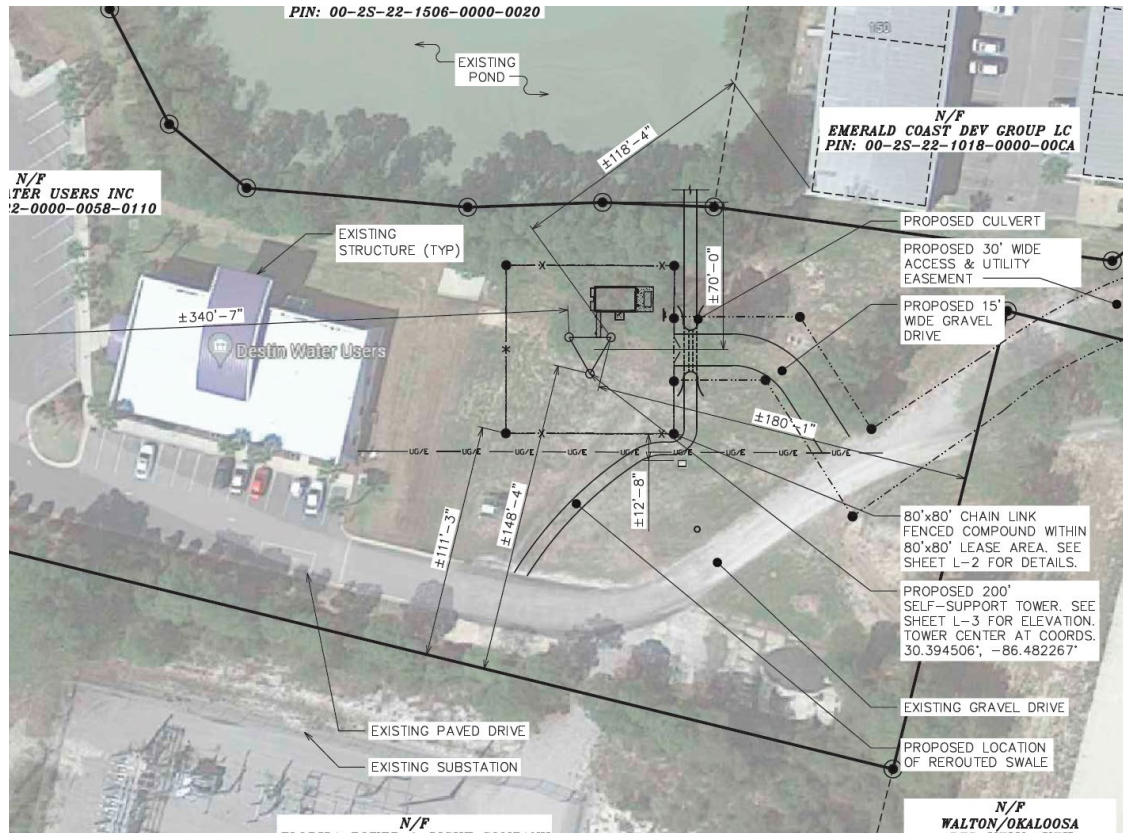
Original Destin RF Site Tower Location (met the 100ft guideline)



DWU Locate Map showing critical underground infrastructure



Final adjusted location for the Destin RF Site tower will require variance to be +/- 70ft from North (Pond) property line



NOTES:

1. SITE PLAN SHOWN TAKEN FROM INFORMATION PROVIDED BY GOOGLE MAPS & OKALOOSA COUNTY GIS. CONTRACTOR TO VERIFY THAT ALL EXISTING INFORMATION IS AS INDICATED ON SITE PLAN. CONTRACTOR TO ESTABLISH THE EXISTENCE AND LOCATION OF ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCY.
2. TEP DOES NOT GUARANTEE OR ENSURE THE PRECISION, ACCURACY, OR CORRECTNESS AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES, LOSS OF REVENUE, OR INJURY THAT MIGHT OCCUR. THE INFORMATION SHOWN IS INCORPORATED FOR REFERENCE ONLY.
4. THE TOWER IS LOCATED IN ZONE "X." AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #12091C0488J, DATED MARCH 9, 2021.
5. THE TOWER SHALL BE DESIGNED TO HAVE A ZERO FOOT FALL ZONE.

LEGEND

- EXIST. PROPERTY LINE
- ADJ. PROPERTY LINE
- EXIST. UTILITY POLE
- EXIST. LIGHT POLE
- EXIST. HYDRANT
- EXIST. TELCO PEDESTAL
- PROPERTY CORNER
- LEASE/EASE. CORNER
- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- OVERHEAD WIRE
- RIGHT-OF-WAY
- CHAIN LINK FENCE
- EXISTING TREE LINE

SITE PLAN

SCALE: 1" = 60'

MAIN STREET
(PUBLIC R/W)

N/F
DESTIN WATER USERS INC
PIN: 00-2S-22-0000-0058-0110

N/F
140 INDUSTRIAL PARK ROAD LLC
PIN: 00-2S-22-1506-0000-0020

N/F
EMERALD COAST DEV GROUP LC
PIN: 00-2S-22-1018-0000-00CA

N/F
FLORIDA POWER & LIGHT
COMPANY
PIN: 00-2S-22-0000-0006-0000

N/F
WALTON/OKALOOSA RED UTLY
AUTH
PIN: 00-2S-22-0000-0001-001A

EXISTING STRUCTURE (TYP)

80'x80' CHAIN LINK FENCED COMPOUND WITHIN 80'x80' LEASE AREA. SEE SHEET L-2 FOR DETAILS.

EXISTING PAVED DRIVE

EXISTING SUBSTATION

EXISTING GRAVEL DRIVE

PROPOSED 30' WIDE
ACCESS & UTILITY
EASEMENT

EXISTING
POND

INDUSTRIAL PARK ROAD
(PUBLIC R/W)



PLANS PREPARED FOR:



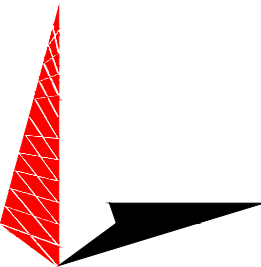
5046 TENNESSEE CAPITAL BLVD.
TALLAHASSEE, FL 32303
OFFICE: (850) 385-1121

PROJECT INFORMATION:

P25-RF SITE 2:
DESTIN

2108 MAIN STREET
DESTIN, FL 32541
(OKALOOSA COUNTY)

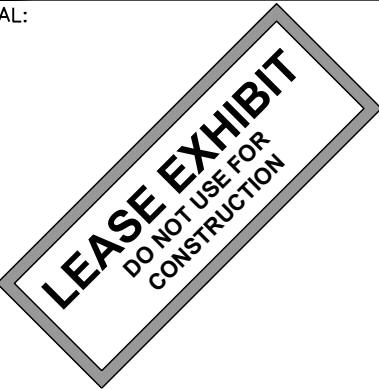
PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA #31011

SEAL:



4	07-15-22	LEASE EXHIBIT
3	07-13-22	LEASE EXHIBIT
2	05-18-22	LEASE EXHIBIT
1	10-14-21	LEASE EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: EP CHECKED BY: DA

SHEET TITLE:

SITE PLAN

SHEET NUMBER:

L-0.1

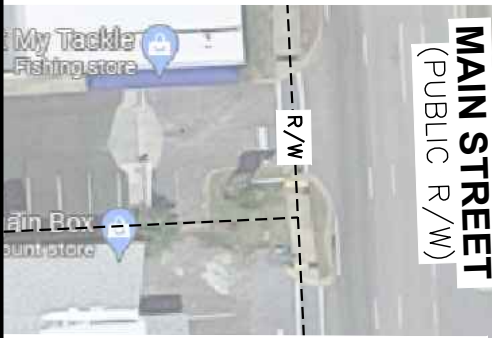
REVISION:

4

TEP #: 306760

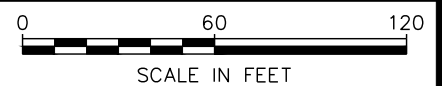
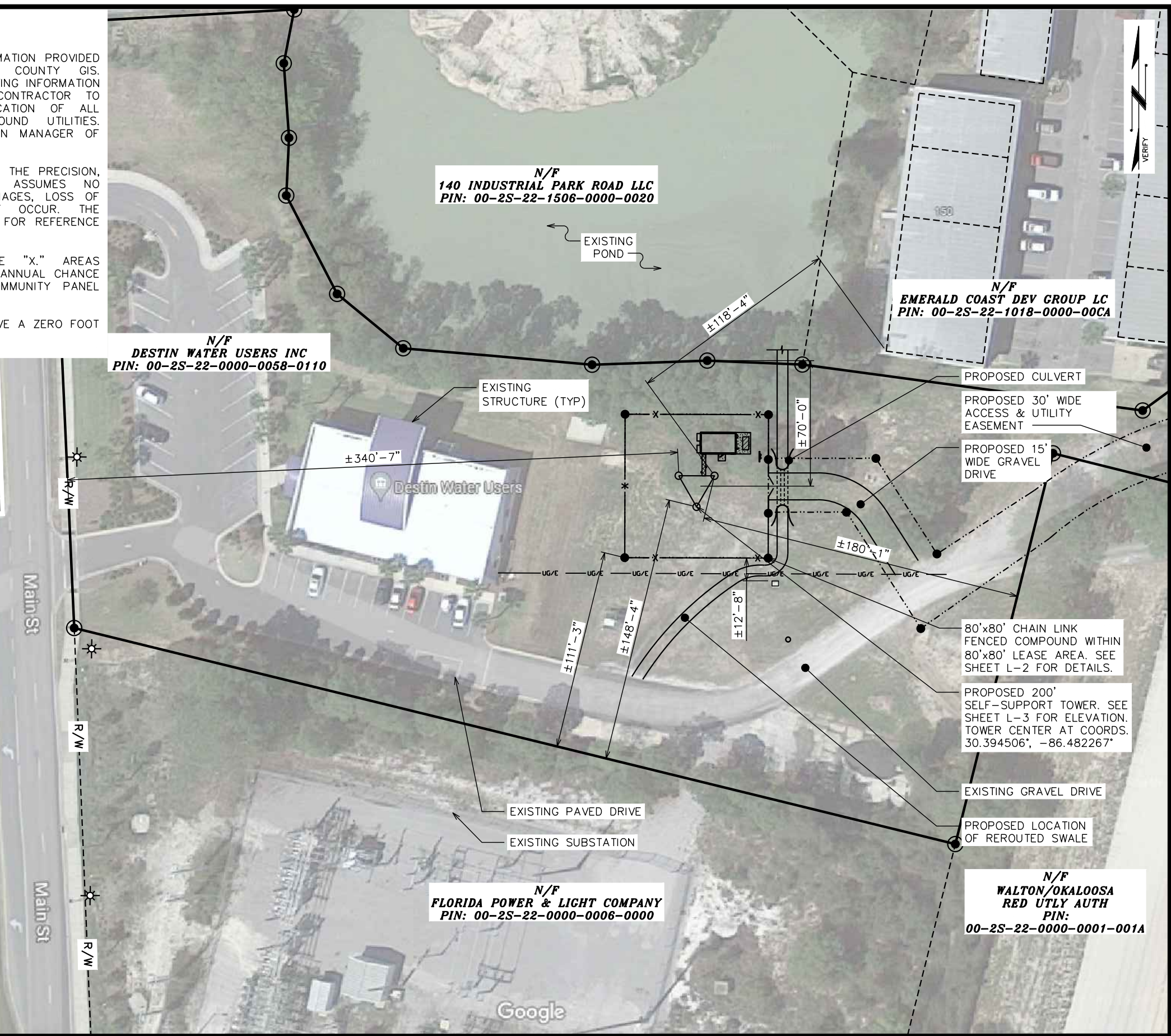


1. SITE PLAN SHOWN TAKEN FROM INFORMATION PROVIDED BY GOOGLE MAPS & OKALOOSA COUNTY GIS. CONTRACTOR TO VERIFY THAT ALL EXISTING INFORMATION IS AS INDICATED ON SITE PLAN. CONTRACTOR TO ESTABLISH THE EXISTENCE AND LOCATION OF ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCY.
2. TEP DOES NOT GUARANTEE OR ENSURE THE PRECISION, ACCURACY, OR CORRECTNESS AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES, LOSS OF REVENUE, OR INJURY THAT MIGHT OCCUR. THE INFORMATION SHOWN IS INCORPORATED FOR REFERENCE ONLY.
4. THE TOWER IS LOCATED IN ZONE "X." AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #12091C0488J, DATED MARCH 9, 2021.
5. THE TOWER SHALL BE DESIGNED TO HAVE A ZERO FOOT FALL ZONE.



	EXIST. PROPERTY LINE
	ADJ. PROPERTY LINE
	EXIST. UTILITY POLE
	EXIST. LIGHT POLE
	EXIST. HYDRANT
	EXIST. TELCO PEDESTAL
	PROPERTY CORNER
	LEASE/EASE. CORNER
	EXIST. CONTOUR LINE
	EDGE OF PAVEMENT
	OVERHEAD WIRE
	RIGHT-OF-WAY
	CHAIN LINK FENCE
	EXISTING TREE LINE

SCALE: 1" = 60'



PLANS PREPARED FOR:

 **WILLIAMS**
COMMUNICATIONS, INC
WIRELESS TECHNOLOGIES

5046 TENNESSEE CAPITAL BLVD.
TALLAHASSEE, FL 32303
OFFICE: (850) 385-1121

PROJECT INFORMATION:

**P25-RF SITE 2:
DESTIN**

2108 MAIN STREET
DESTIN, FL 32541
(OKALOOSA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA #31011



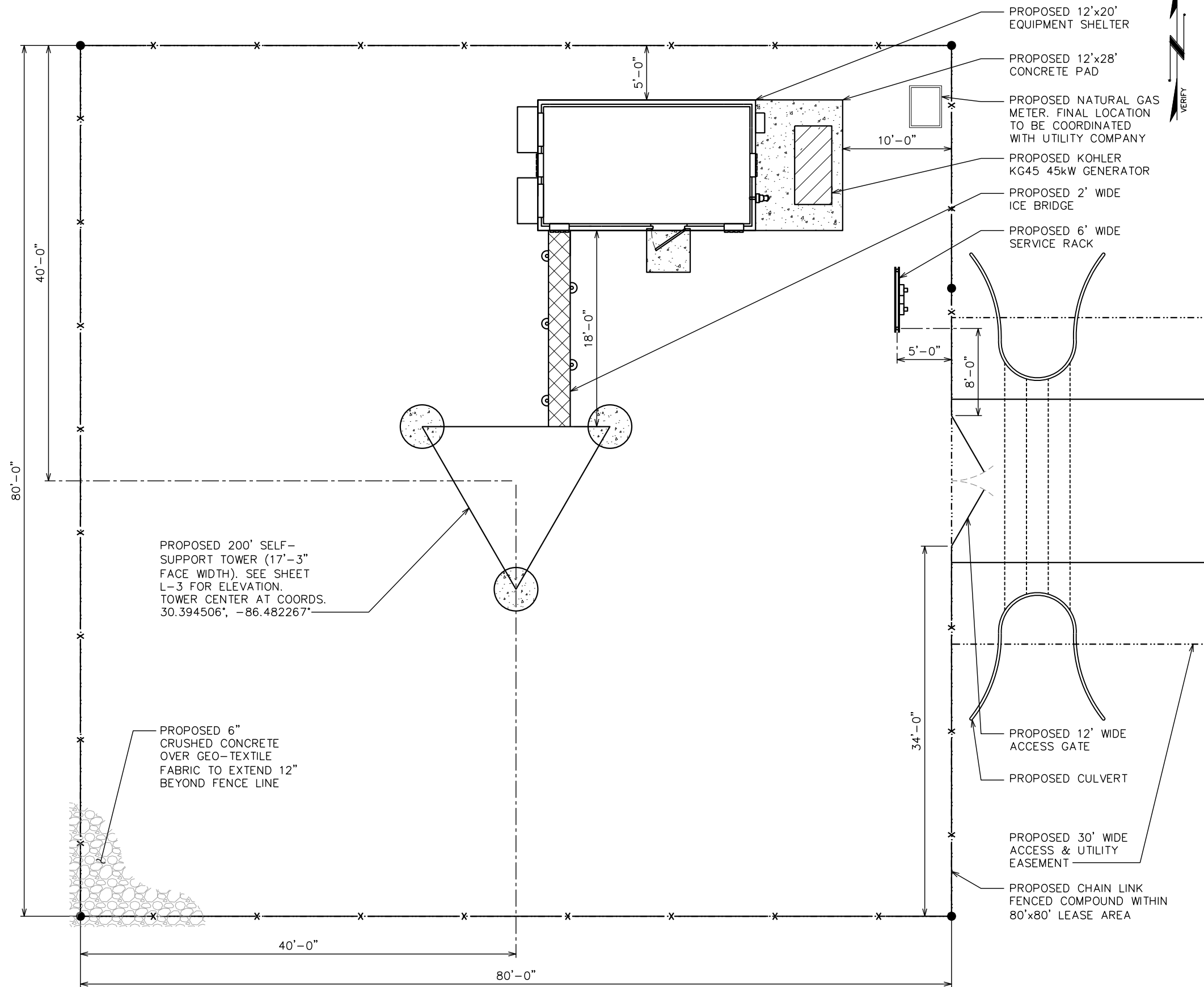
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3	07-13-22	LEASE EXHIBIT
2	05-18-22	LEASE EXHIBIT
1	10-14-21	LEASE EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: EP	CHECKED BY: DA
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SHEET TITLE:

SITE PLAN

SHEET NUMBER: L-1	REVISION: 4
	TEP #: 306760



PLANS PREPARED FOR:

WILLIAMS COMMUNICATIONS, INC.
WIRELESS TECHNOLOGIES

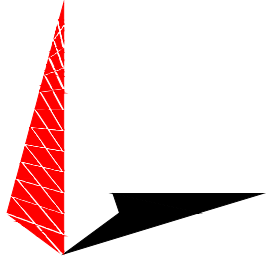
5046 TENNESSEE CAPITAL BLVD.
TALLAHASSEE, FL 32303
OFFICE: (850) 385-1121

PROJECT INFORMATION:

**P25-RF SITE 2:
DESTIN**

2108 MAIN STREET
DESTIN, FL 32541
(OKALOOSA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA #31011

SEAL:

LEASE EXHIBIT
DO NOT USE FOR
CONSTRUCTION

4	07-15-22	LEASE EXHIBIT
3	07-13-22	LEASE EXHIBIT
2	05-18-22	LEASE EXHIBIT
1	10-14-21	LEASE EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: EP CHECKED BY: DA

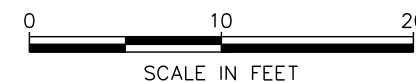
SHEET TITLE:

**COMPOUND
DETAIL**

SHEET NUMBER: L-2	REVISION: 4 TEP #: 306760
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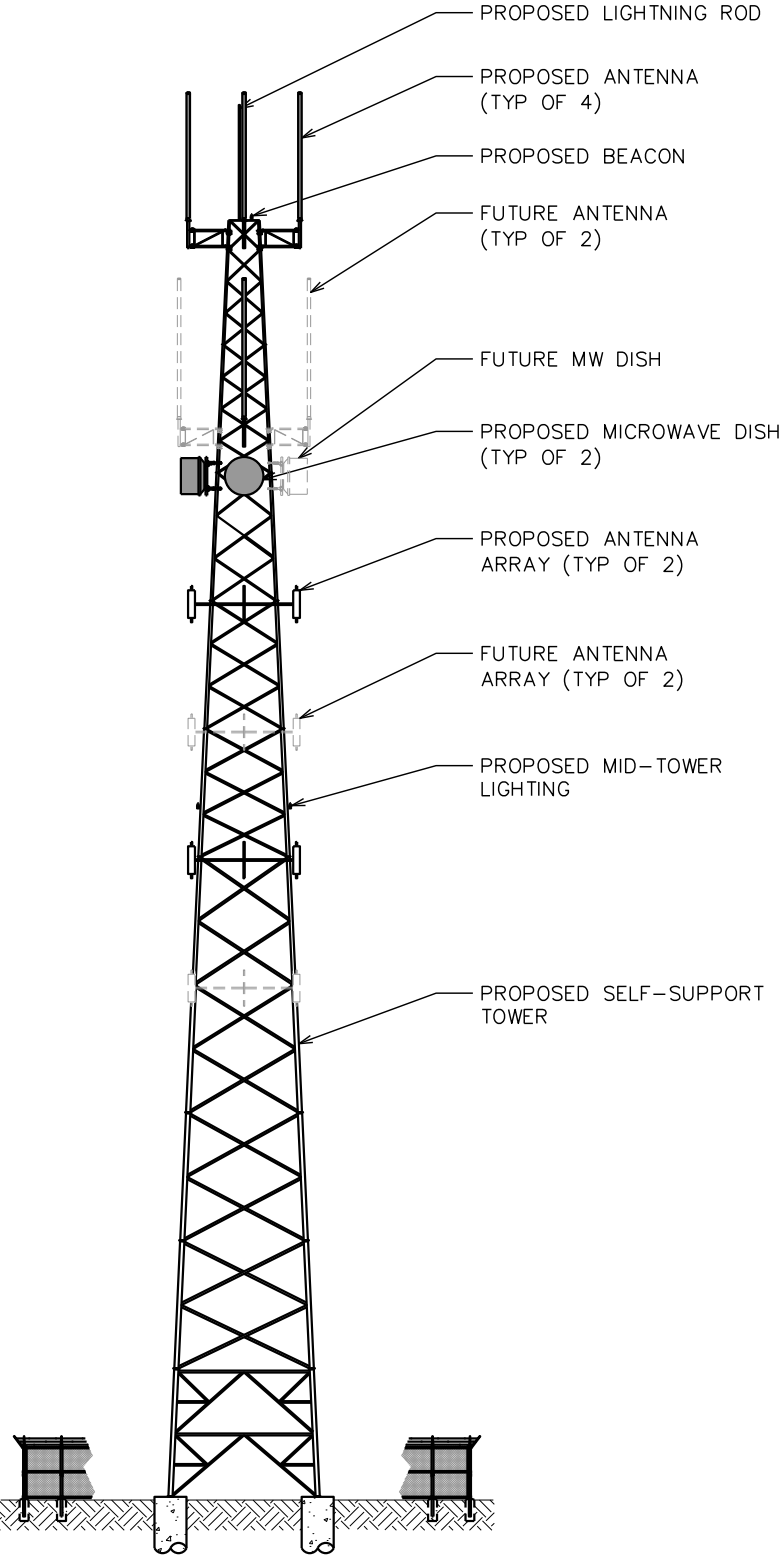
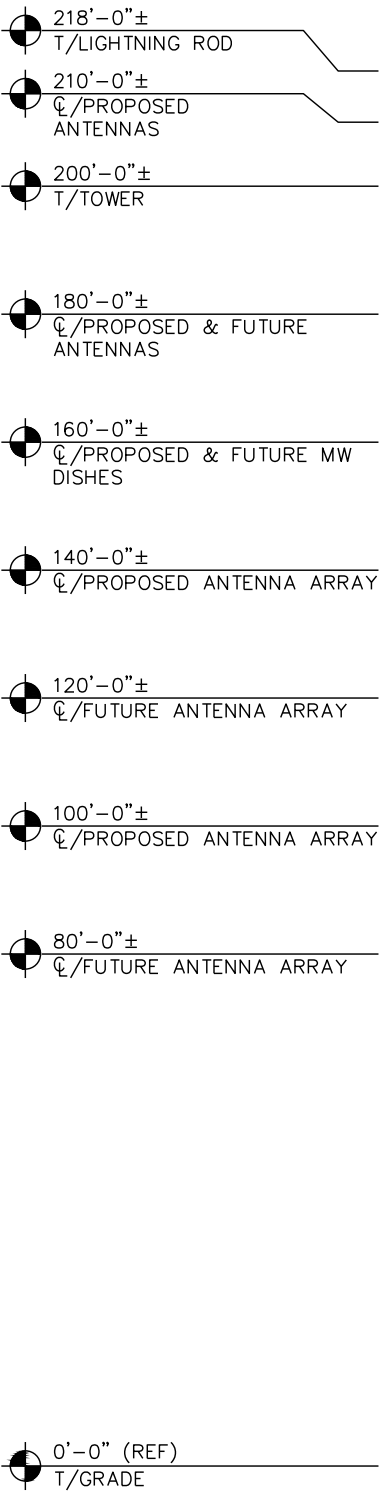
COMPOUND DETAIL

SCALE: 1" = 10'



NOTES:

1. PROPOSED CABLES TO BE ROUTED PER SPECIFICATIONS OF STRUCTURAL ANALYSIS.
2. THE TOWER ELEVATION IS FOR SCHEMATIC PURPOSES ONLY.
3. CONTRACTOR TO VERIFY PROPOSED LOADING AND ANY LOADING TO BE REMOVED WITH PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION AND CONTACT TOWER OWNER IN THE EVENT OF ANY DISCREPANCIES.
4. TOWER SHALL BE ILLUMINATED AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC), THE FEDERAL AVIATION ADMINISTRATION (FAA), OR OTHER STATE OR FEDERAL AGENCY OF COMPETENT JURISDICTION.
5. A SINGLE SIGN, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER OWNER AND ALL COMPANIES OPERATING ON THE TOWER. NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.



TOWER ELEVATION

SCALE: 1" = 30'



PLANS PREPARED FOR:



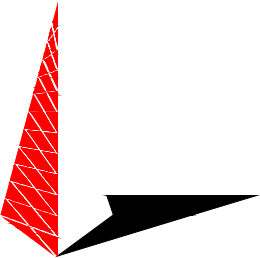
5046 TENNESSEE CAPITAL BLVD.
TALLAHASSEE, FL 32303
OFFICE: (850) 385-1121

PROJECT INFORMATION:

P25-RF SITE 2:
DESTIN

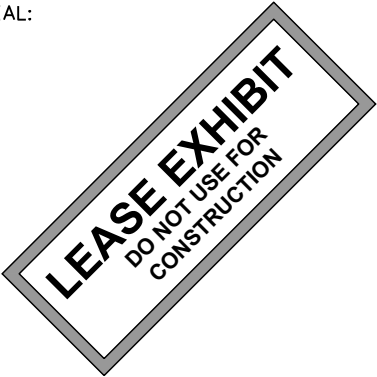
2108 MAIN STREET
DESTIN, FL 32541
(OKALOOSA COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA #31011

SEAL:



4	07-15-22	LEASE EXHIBIT
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2	05-18-22	LEASE EXHIBIT
1	10-14-21	LEASE EXHIBIT
REV	DATE	ISSUED FOR:

DRAWN BY: EP CHECKED BY: DA

SHEET TITLE:

TOWER
ELEVATION

SHEET NUMBER: L-3	REVISION: 4 TEP #: 306760
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**TOWER SITE AGREEMENT
(July 2022)**

THIS AGREEMENT ("Agreement") is made this 19th Day of July, 2022, by and between the Okaloosa County, a political subdivision of the state of Florida, (the "County") Destin Water Users, Inc., ("DWU") for use of site to construct and maintain a radio tower to enhance Public Safety as part of a countywide Emergency Communications System for Okaloosa County. Collectively the County and the DWU shall be referred to as the "Parties"

WITNESSETH

WHEREAS, DWU owns Property located at 218 Main Street, Destin, FL (00-2S-22-0000-0058-0110 (site 2)); and,

WHEREAS, the County has a short-term agreement on larger site with the Property is located within; and

WHEREAS, the "Property" is approximately 80ft by 80ft is shown on Exhibit A inclusive of a route of ingress and egress from Industrial Park Road to the site and other utility easements; and

WHEREAS, the County desires to construct and maintain an Emergency Communication radio tower and other related emergency radio communications equipment and devices to enhance county Public Safety emergency communications; and

WHEREAS, the Emergency Communication System ("System") will operate as part of a comprehensive countywide network of 12 towers, 911 centers, and mobile and portable units for such emergency communications; and

WHEREAS, the System will serve over 30 different public safety entities to include all Emergency Medical Services, Fire/Rescue, Law Enforcement, and Okaloosa Emergency Management Agencies, as well as Transit, Utilities and similar countywide support agencies; and

WHEREAS, many of the agencies described above serve the DWU site and its users; and

WHEREAS, the County may permit additional tenants on the Property to defray the costs of maintaining the System, which may also provide additional benefits to DWU's Property for other types of non-emergency coverage.

NOW, THEREFORE, in consideration of these premises and the mutual covenants of the parties it is agreed as follows:

1. **Property.** DWU hereby grants the County an easement over the Property (80ft by 80ft) to install, maintain, operate and remove a radio tower, communication equipment and appurtenances the location of which is shown on the detailed map attached hereto as Exhibit A, which are further combined together with easements for access, utilities, and temporary construction easements. Upon approval of this agreement a survey with legal description shall be added to Exhibit A to definitively identify the Property.

2. **Use.** The County shall be permitted to install a self-supporting, 200ft Public Safety Grade Radio tower on the Property in accordance with the details set for in Exhibit B attached hereto and incorporated herein, to include but not limited to all cabling, emergency power generators, utilities, fencing, site work, and related equipment on the Property and to install or improve utilities and access to get to the Property and the granted Easements.

3. **Term.** The initial term of this Agreement shall be for a period of thirty (30) years commencing on the day of execution of this agreement. Within 5 years of the end of any term, the County shall have the right to extend this Agreement with written notice for two additional Ten (10) year periods conditioned upon it still being used as part of the emergency communication system.

4. **Construction.** County shall be solely responsible all cost and obligations related to construction on and off the Property to include but not limited to: the tower installation, all tower mounted equipment, ground equipment, site development, stormwater, utilities, fencing, access road and all related construction necessary is performed by County or its contractors in a safe manner consistent with current industry engineering and construction standards and practices.

5. **Construction Site Maintenance** - During construction the Property, any Construction Area Easement and any other work within any related easement shall be maintained in a safe and workmanlike manner and shall seek to minimize any aesthetic blight. Any prolonged construction stoppage over thirty days may require additional measures to address the aesthetics of the site until construction resumes. Additionally, during hurricane season the site shall be secured prior to any emergency event to help avoid creating windblown hazards.

6. **Property and Easement Egress/Ingress Access Easement.** The County shall be permitted, through the duration of this agreement and any future amendments, to ingress and egress and utilities on and to the Property and related easements for the purpose of design, construction/installation, upgrading repair, testing, refueling, and maintenance of the Property, Tower, Utilities, Communications equipment and all other related equipment. Access shall be to provide the County's employees and/or agents ingress and egress to the Property and related easements twenty-four hours a day, seven days a week. DWU may provide equal, alternative ingress and egress and utility access for the Property and related easements during emergency situations where access is restricted, during the initial construction period for construction traffic, during special events, and if the other construction at DWU alters the traffic patterns of the property. In furtherance of providing the County with access to the Property and related Easements, there is hereby executed an easement, a copy of which is attached as Exhibit "C" and attached hereto. It is hereby expressly agreed by the parties that the County, its agents, and any sublessees have the right to utilize the County's interest in the easement granted by the DWU.

7. **Temporary Construction Area Easement(s)**. An additional area outside the Property is necessary for the initial construction and any major construction upgrades that may be necessary during the term of this agreement. This may include the staging of vehicles, cranes, tower sections and other related equipment for the Property. DWU hereby grants an initial temporary construction easement to the County for a duration of up to two (2) years, a copy of which is attached hereto as Exhibit "D." DWU agrees to utilize best efforts to work with the County for any future construction area easements necessary to support future construction on the Property to include but not limited to: adding/removing tower equipment including utilities thereto, major tower or utility maintenance, repair and/or replacement, and similar more significant construction on the Property. Temporary future construction easements shall be for the minimum durations necessary and the Parties shall work cooperatively together on these locations.

8. **Approvals/Permitting**. The County with DWU's cooperation if needed, shall obtain all required governmental and quasi-governmental land use, permits, licenses, approvals and authorizations including but not limited to the FAA (which includes military coordination) for height and airspace penetration issues.

9. **Consideration**. The cost of allowing County to place equipment on the Property shall be at no cost. The Parties believe that it is in the public interest for the Parties, local residents, and first responders.

10. **Utilities**. The County will construct at its expense all required electrical, fiber, or other utilities necessary to support equipment on the property. The County shall be fully responsible for all utility usage for the Property. Beyond the initial construction, future utility construction may be necessary to serve the County or future site users.

11. **Subleasing**. The County recognizes that DWU has commercial space it leases on its water tower and that it utilizes a third-party to market such space. While the County tower space will be slightly different in nature than the DWU water tower space and may cater differently to users, the Parties desire to avoid competing directly, and the County wishes to avoid undercutting DWU tower leasing in any way. To that end it is the intent of the Parties to work together and for the County to apply the following protocols for commercial users specific to this tower and this lease:

a. For commercial subleasees/users that come to DWU and that they determine they cannot reasonably accommodate, DWU may refer those to the County in writing (email or other), which shall be deemed as foregoing a "Right of First Refusal"

b. For commercial subleases/users that come to the County, the County shall immediately refer them to DWU as a potential customer in writing (email or other). DWU shall essentially have a "Right of First Refusal" and shall notify the County of its intent with the commercial customer in writing (email or other) within 60 days.

c. For any commercial subleases/users, the County agrees to charge the same rates as DWU for commercial customers plus 10%, provided the DWU rates are provided to the County based on the formularies used by the DWU based on the specific request from the commercial subleases/user. If the commercial sublease/user is proposing different equipment based on a tower versus water tank apparatus the DWU General Manager may approve an alternate DWU rate for the County to use. The 10% above DWU rates shall go to DWU as a payment.

d. For non-commercial subleases/users, the County in its sole discretion has the right to sublease any portion of the tower site to another entity for purposes of use of the tower system, non-exclusively or exclusively. These non-commercial subleases/users may include but shall not be limited to the Okaloosa County, Okaloosa County School District, City of Destin, the Military, State and federal government

agencies, which may or may not pay some rent, at a rate determined by the County. All Sublessee's shall have the rights granted to the County hereunder to use of the Property, ingress, egress, construction and utilities.

12. **Consideration and DWU Tower Usage.** The cost of allowing County to place equipment on the Site and Property shall be at no cost. The Parties believe that the Public Safety Emergency Communication System and other Public Usage is in the public interest and consideration enough for the Parties, local residents, and first responders for use of the Site and Property. However, as additional consideration the County shall permit DWU to install equipment on the Site for DWU's use but not for other commercial purposes. The following shall be permitted on the Site at no cost for use and use for these purposes shall be considered in-kind and shall be considered a sub-leasee:

- a. Cameras overlooking the DWU Campus;
- b. WIFI Hot Spot for the DWU Campus;
- c. DWU radio repeater/receiver for any radio system the DWU utilizes for its employees;
- d. DWU Dish or other receiver for a utility SCADA system or automated read system.

For its usage, the DWU shall be responsible for its own installation, utilities, equipment shelter and maintenance to include equipment removal if no longer operable, unless otherwise agreed to by the County through written agreement. The County shall cooperate with DWU to provide secure access rights to the secure compound to install and thereafter maintain or remove its equipment. Such equipment shall be installed and maintained so as to not interfere or cause damage to any other Site equipment.

13. **End of Easement Remediation** - Within 3 months of the end of the lease period the County shall have the right to remove the tower and all vertical equipment and other physical improvements above the surface of the ground ("Improvements"). Should the County not desire to exercise its right for all or any portion of the Improvements, prior to the end of the Lease Term it shall offer any of the remaining Improvements to the DWU, in writing, as is, and at no cost. If the DWU accepts some or all of the Improvements offered it shall do so in writing within thirty (30) days of the offer from the County. The County shall be fully responsible for removing any and all Improvements, not accepted by the DWU, at its expense. The County shall not be responsible for removing any improvements at or below surface of the ground.

General Provisions

14. **Governing Law & Venue.** This agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings shall be in the state courts of Okaloosa County, Florida.

15. **Notices.** All notices shall be in writing. Such notices or demands shall be mailed or hand-delivered to the other party at the following address which may be changed in writing from time to time:

County:

Okaloosa County BCC
Attn: County Administrator
1250 N. Eglin Pkwy Suite 102
Shalimar, FL 32579

With a Copies to:

Nabors, Giblin, & Nickerson, LLC
Attn: Okaloosa County Attorney
1250 N. Eglin Pkwy, Suite 102
Shalimar, FL 32579

Okaloosa County Sheriff's Office
Attn: Facilities Director
50 2nd Street
Shalimar, Florida, 32579

DWU:

Destin Water Users, Inc
Attn: General Manager
218 Main Street
Destin, FL 32541

With a Copies to:

Anchors Gordon
Attn: Michelle Anchors, Esquire
2113 Lewis Turner Blvd, Suite 100
Ft. Walton Beach, FL 32547-6711

Either party may change the notice designation, at any time, by providing the other party with written notice five (5) days in advance of the change.

16. **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractor and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so.

17. **Insurance.** The County, its contractors/agents, or subleases it's contractors shall provide certificates of insurance to DWU, naming them as additionally insured, for coverage for the minimum insurance coverages required as follows:

- **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Updated 9.2.2021 Completed Operations Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.
- **Statutory Workers' Compensation and Employers Liability Coverage:** \$500,000 minimum.
- **Automobile Liability:** Automobile Liability in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage, including owned, hired and non- owned vehicle coverage.

18. **Indemnification.** Unless otherwise stated herein, each party shall be solely responsible for the conduct of its employees and agents in connection with their performance or obligations under this Agreement, and hold the other harmless for any injuries or damages arising hereunder, and shall defend any claims for injuries or damages, even if such claims be groundless or fraudulent, except that liability in such cases shall not exceed the waiver limitations set forth in section 768.28, F.S., as it now exists or as it may be amended.

19. **Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by either party or of any rights or limits to liability existing under section 768.28, F.S. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

20. **Confidential and Exempt Security and Safety Plan Information.** The parties acknowledge that the plans and information related to the System to be installed are exempt from section 119.07(1), F.S., and section 24(a), Article I of the State Constitution, pursuant to section 119.071(3), F.S. In addition, such System plans and specifications constitute information relating to the security systems for property owned or leased by a political subdivision of the State of Florida and, pursuant to section 281.301(1), F.S., are confidential and exempt from public disclosure.

21. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of this AGREEMENT to create in the public or any member thereof, a third-party beneficiary under this agreement, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.

22. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The parties acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms of this AGREEMENT can only be amended in writing upon mutual agreement of the parties and execution of the amendment by both parties.

23. **Conflicting Provisions.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment

24. **Severability.** If any term of this AGREEMENT is deemed, by the court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms of this AGREEMENT shall remain in full force and effect. This AGREEMENT shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions herein.

25. **Effective Date.** Once executed by both parties this Agreement shall become effective immediately.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

//////////////////// **Signature Page to Follow** //////////////////////

DESTIN WATER USERS, INC.

Lockwood Wernet, General Manager

July 19, 2022
Date

ATTEST:

OKALOOSA COUNTY, FLORIDA:

Mel Ponder, Chairman

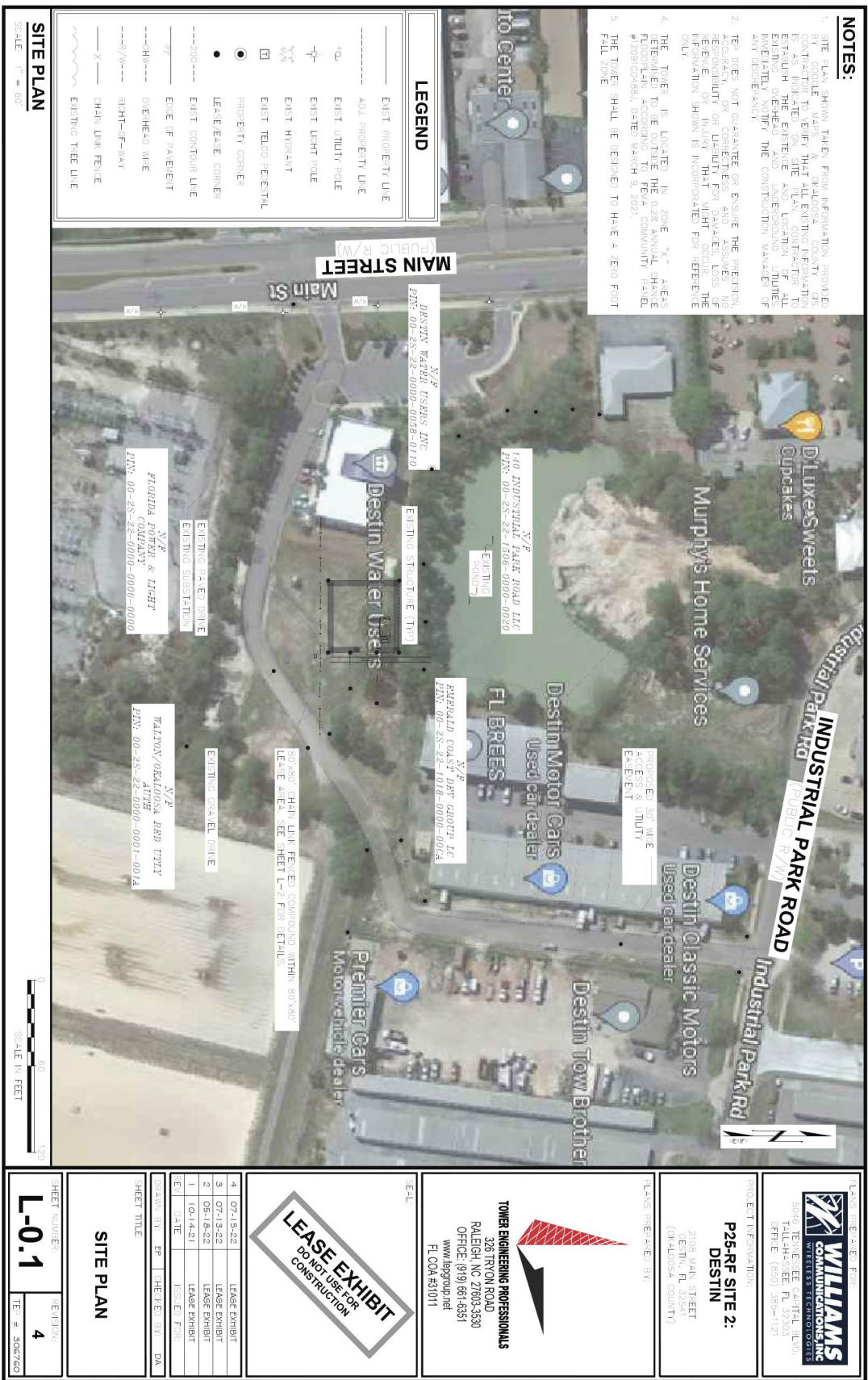
July 19, 2022
Date

ATTEST:

J.D. Peacock, II Clerk

Exhibit "A"

Tower Location/Site



Tower Location/Site Continued

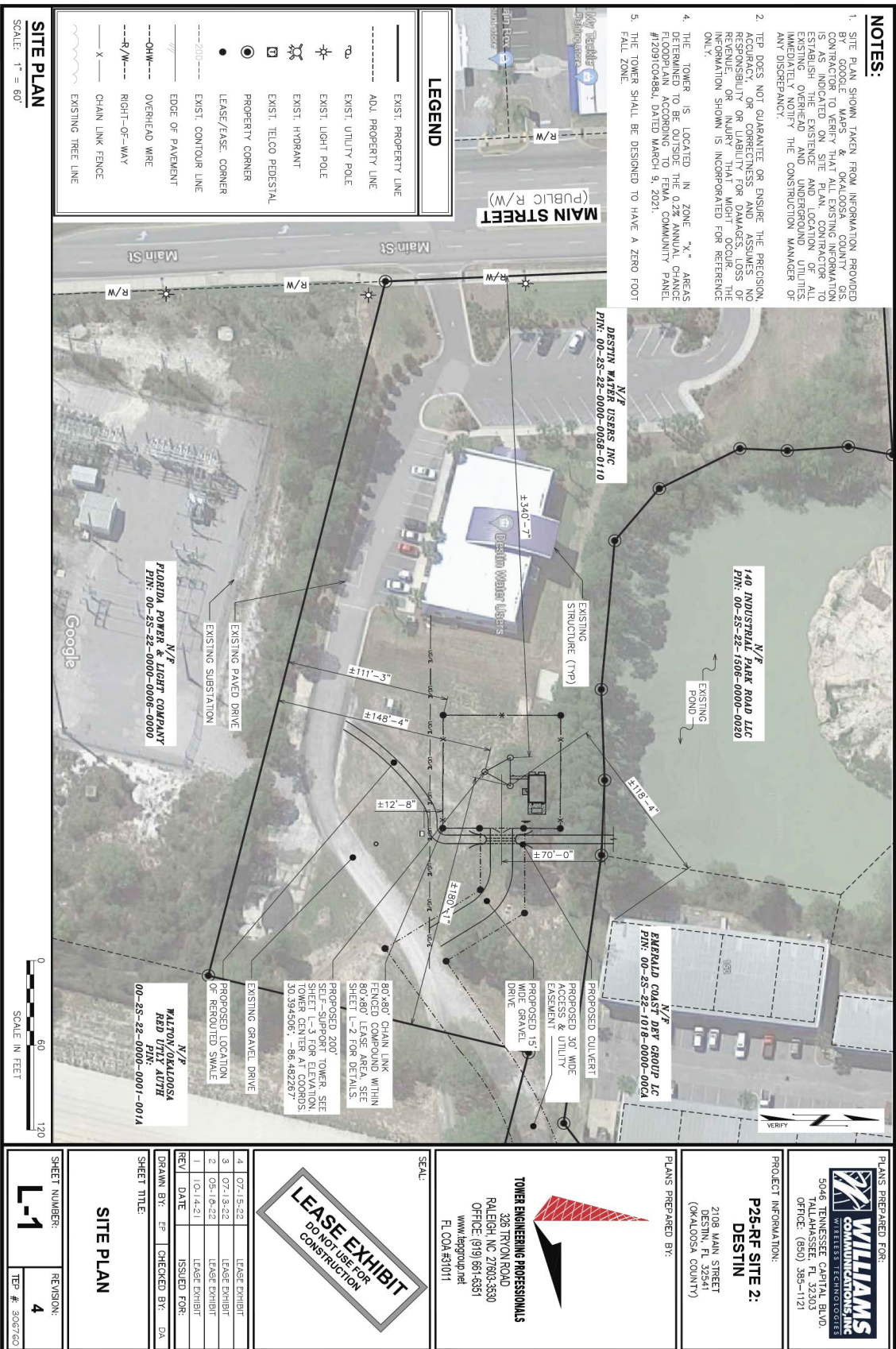


Exhibit "A"

Tower Location/Site Continued

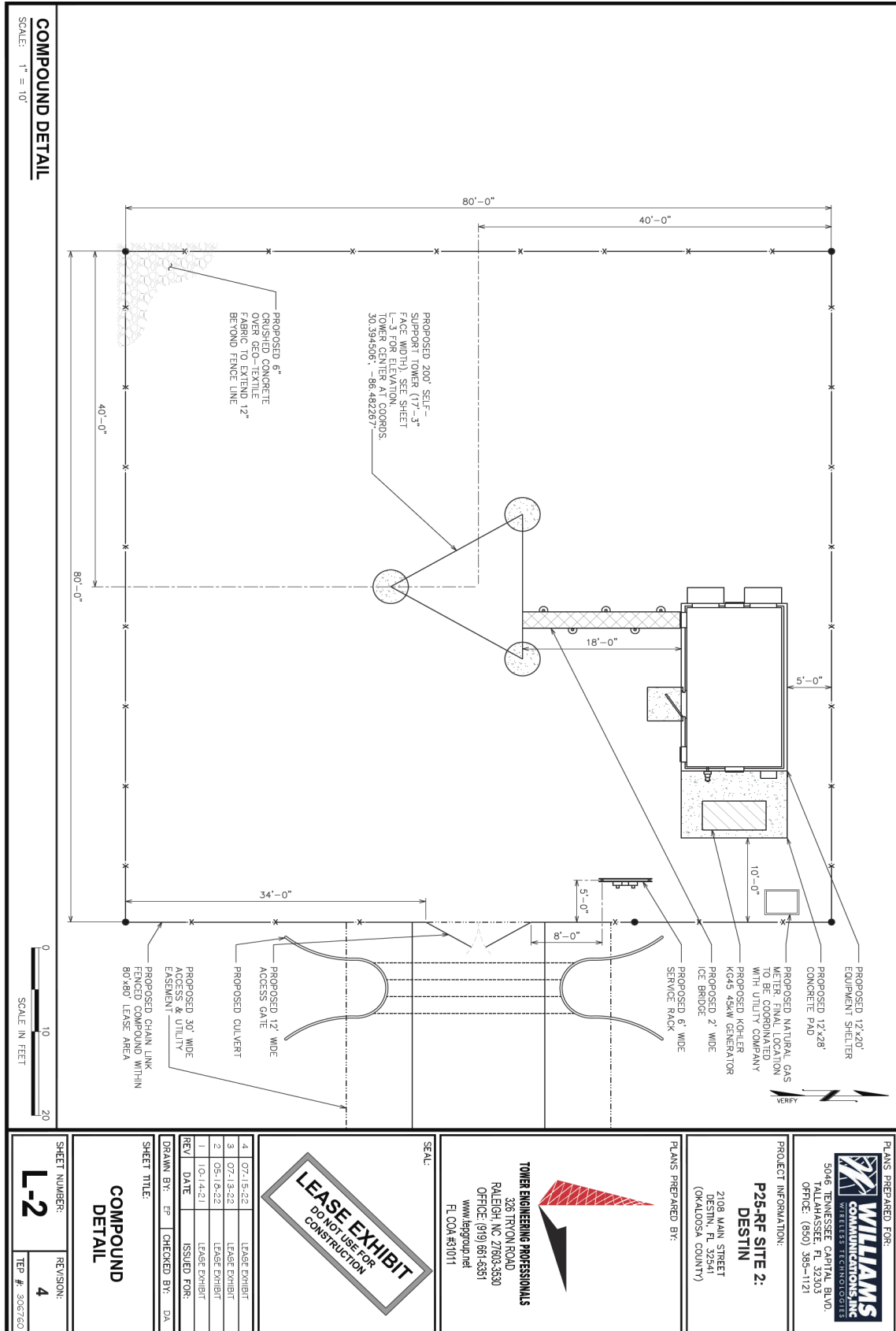


Exhibit "B"

Radio Tower Design and Description

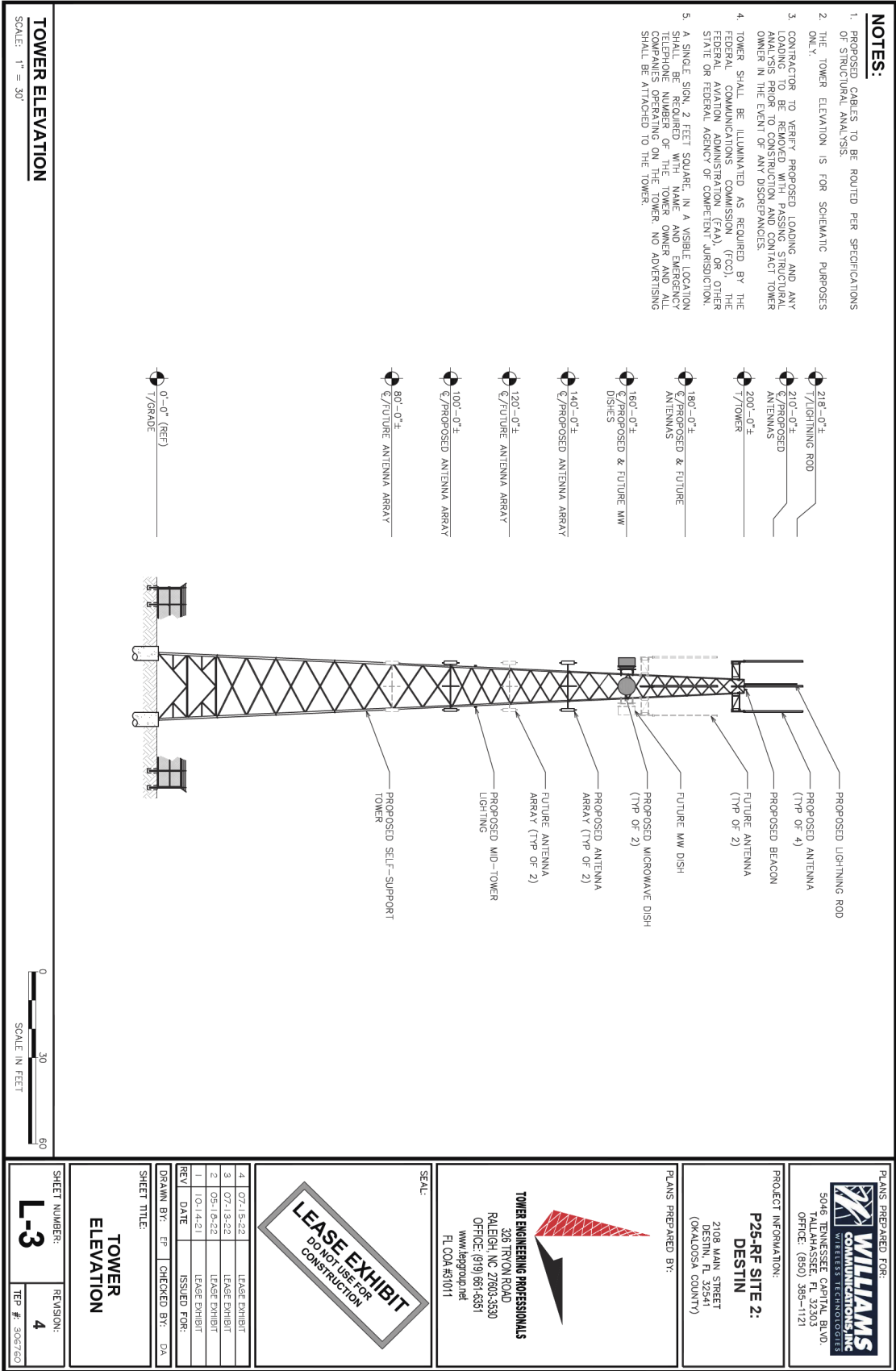


Exhibit “C”

Easement for Ingress and Egress and Utilities

Prepared by and return to:
Kerry Parsons, Deputy County Attorney
Nabors, Giblin & Nickerson
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

EASEMENT

THIS EASEMENT made this 19th day of July, 2022, by and between Destin Water Users, Inc. with a mailing address of P.O. Box 308, Destin, FL 32579, its successors and assigns, hereinafter called “**Grantor**,” and Okaloosa County, whose address is 1250 N. Eglin Parkway, Suite 102, Shalimar, Florida 32579, hereinafter called “**Grantee**”;

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, by these presents does hereby give, grant, bargain and release to the Grantee, a non-exclusive easement for the purpose of utilities, ingress, egress and maintenance of a radio tower and improvements upon, over and through the following described land in Okaloosa County, Florida, described as follows:

As shown on the drawings in Exhibit "A"

This easement shall run with term of this agreement unless mutually terminated in writing at an earlier date.

(Signatures on following page)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its proper officers hereunto duly authorized, on the day, month and year first above written.

DESTIN WATER USERS, INC.

Lockwood Wernet, General Manager

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed [] in person or [] online order, this _____ day of July , 2022, by Lockwood Wernet_, who is [] personally known to me, or who has [] produced _____ as identification.

Notary Public

[PLACE NOTARIAL SEAL]

Exhibit “D” Temporary Construction Easement

Prepared by and return to:
Kerry Parsons, Deputy County Attorney
Nabors, Giblin & Nickerson
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY EASEMENT made this ____ day of July, 2022, by and between Destin Water Users, Inc. with a mailing address of P.O. Box 308, Destin, FL 32579, its successors and assigns, hereinafter called “**Grantor**,” and Okaloosa County, whose address is 1250 N. Eglin Parkway, Suite 102, Shalimar, Florida 32579, hereinafter called “**Grantee**”;

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, by these presents does hereby give, grant, bargain and release to the Grantee, a temporary construction easement for the purpose of constructing a radio tower and improvements according to the construction plans for said improvements in, upon, over and through the following described land in Okaloosa County, Florida, described as follows:

Shall be the area between the DWU Customer Service Center and the northern Property Line, generally in proximity to the 80ft by 80ft site. However, such construction shall not impact access to onsite utility infrastructure or the access road going near the site (except for temporary durations specifically approval by DWU)

IT IS UNDERSTOOD and agreed by the parties hereto that the rights granted herein shall terminate upon completion of the project, but no later than the last day of June, 2024.

(Signatures on following page)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its proper officers hereunto duly authorized, on the day, month and year first above written.

DESTIN WATER USERS, INC.

Lockwood Wernet, General Manager

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of July, 2022, by Lockwood Wernet, who is ☐ personally known to me, or who has ☐ produced _____ as identification.

Notary Public

[PLACE NOTARIAL SEAL]

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: October 5, 2022
BOARD/COMMITTEE: Board of Adjustment
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 5.B.

TO: Board of Adjustment

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Steve O'Connor, Principal Planner

FROM: Sae More, Planner

DATE: September 27, 2022

SUBJECT: 22-53-VR – 105 and 109 Calhoun Avenue Variance Request

I. BACKGROUND: REQUEST: Candi Gray of Emerald Coast Permitting, Inc., on behalf of 105 & 109 Calhoun Land Trust, is requesting approval of a Variance Request, 22-53-VR. This request is seeking relief from the maximum allowable dock length, per ***Land Development Code Section 11.05.01.M***. The project includes construction of a new commercial marina, consisting of a proposed dock length of $\pm$ 392' that houses twenty-five (25) slips plus one (1) transient slip, for a total of 26 slips total. The subject property is located at 105 & 109 Calhoun Avenue (Parcel IDs: 00-2S-22-0630-0000-1211 & 00-2S-22-0630-0000-1210).

BACKGROUND:

Applicant: Candi Gray, Emerald Coast Permitting, Inc

Location: 105 and 109 Calhoun Avenue, Destin, FL 32541

Size of Property: 2.09 acres (1.13 acres + 0.96 acres)

Current Zoning: Calhoun Mixed Used (CMU)

Future Land Use Map Classification: Calhoun Mixed Used (CMU)

Comprehensive Plan Compliance: None

Legal Notice: The legal notice for the proposed variance request was submitted for publication in the Northwest Florida Daily News with publication dates of September 25, 2022 and September 30, 2022.

Request: The applicant is requesting a variation from ***LDC Section 11.05.01.M Marina Siting – Maximum Dock Length***. The maximum length allowed along the Choctawhatchee

Bay is 1.5 feet per linear foot of water frontage. The plans show 208 feet of waterfront, allowing for a 312' long pier per Code. The proposed project is proposing a 392' long pier. The excess length is due to an identified environmentally sensitive area of sea grass within the first ± 100 feet of the pier. Therefore, the applicant is requesting a variance from ***LDC Section 11.05.01.M Marina Siting –Maximum Dock Length.***

II. DISCUSSION: The applicant proposes a new commercial marina, consisting of a total dock length of $\pm 392'$ that houses twenty-five (25) slips plus one (1) transient slip, for a total of 26 slips total as seen identified on the site plan. As previously stated, the applicant is seeking relief from the maximum dock length requirement set forth in ***LDC Section 11.05.01.M Marina Siting – Maximum Dock Length.*** This section limits docks to be no longer than the width, at the mean high-water line, of the lot to which the dock is attached. Except that:

1. For those docks connected to uplands zoned **SHMU**, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the property at the mean high-water line.

The Applicant requests approval for a 392' total length dock, which is ± 80 above the maximum allowed length (312').

FINDINGS:

According to ***LDC Section 2.25.03(C)***, to authorize upon appeal such variance from the terms of any zoning ordinance as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions of such ordinance would result in unnecessary and undue hardship. In order to authorize any variance from the terms of the conditions, the Board of Adjustment must find:

A. That special conditions or circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district.

Applicant response: The circumstances are due to permitting conditions placed on the property by the US Army Corps of engineers due to grass bed locations.

Staff Findings: There is currently submerged aquatic vegetation covering $\pm 86'$ waterward of the site area that has been deemed as unusable by the US Army Corps of Engineers (USACE). This unusable area has forced the applicant to extend further out into the water to accommodate the proposed slips. Therefore, Staff agrees that this criteria has been satisfied.

B. That special conditions and circumstances do not result from the actions of the Applicant.

Applicant response: The US Army Corps of Engineers limits the construction of the dock/piers within the first 86 feet of the shoreline.

Staff Findings: The applicant had initially proposed 33 slips which were approved by

USACE and FDEP in 2020. USACE has limited the construction within the first 125' of the shoreline due to the identified environmentally sensitive area of sea grass, requiring the applicant to extend further into the water and increasing the total length of the dock. Therefore, Staff agrees that this criteria has been satisfied.

C. That granting the requested variance will not confer on the Applicant any special privileges denied by any zoning ordinance to other lands, buildings or structures in the same zoning district.

Applicant Response: Granting this variance does not confer any special privilege, only a modification to the length of the dock due to grass bed locations.

Staff Findings: As there are special environmental conditions on the subject site, granting the requested variance will not confer on the applicant any special privileges denied to others. Therefore, Staff agrees that this criteria has been satisfied.

D. That literal interpretation of the provisions of any zoning ordinance would deprive the Applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of any zoning ordinance, and would result in unnecessary and undue hardship for the Applicant.

Applicant Response: The applicant should be allowed the full length of usable dock as enjoyed by other properties with similar configurations, which would be realized if not impacted by the permit and grass bed locations.

Staff Findings: The limitations applied by the USACE due to the existing environmentally sensitive area does not allow the applicant to use the first 125' of the proposed dock. The literal interpretation of the Code would only allow the applicant to construct a dock of 312' in length, leaving only 185' of useable length of dock. Therefore, the literal interpretation of the LDC would deprive the applicant of any rights or cause an unnecessary or undue hardship. Therefore, Staff agrees that this criteria has been satisfied.

E. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

Applicant Response: This is the minimum variance required to make reasonable use of the proposed permitted structure.

Staff Findings: The requested variance would allow the applicant to extend the length of the dock further than the maximum allowable length per the LDC, but due to the identified environmentally sensitive area and the proposed use, the first 125' waterward length is unnavigable with the proposed vessels without dredging the environmentally sensitive area. Therefore, Staff agrees that this criteria has been satisfied.

F. That the granting of the variance will be in harmony with the general intent and purpose of any zoning ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Applicant Response: The granting of the variance is consistent with the surrounding uses and structures and is not detrimental to the public welfare.

Staff Findings: Given the environmentally sensitive area identified by the USACE, the LDC allowing for dock lengths to be 1.5 times the linear waterfrontage, and the proposed use is allowed in the zoning district. Therefore, Staff agrees that this criteria has been satisfied.

Additional Responses: As the applicant is requesting variance from *LDC Section 11.05.01.M Marina Siting*, to authorize any variance from the terms of the conditions, the Board of Adjustment must find:

G. LDC 11.05.09 Exceptions.

Exceptions from the provisions of Section 11.05.01 are as follows:

11.05.09.A. The Board of Adjustment may approve an exception for docks and pilings to be extended beyond the limits allowed in paragraphs M and N of **Section 11.05.01** provided that, in addition to the criteria listed in **Section 2.25.03.G**, the following criteria is also met:

1. That site-specific environmental conditions would impede placement of slips near or next to the shoreline.

Applicant Response: Existing regulatory authorizations (**FDEP 0317602-002-EI/46; USACE SAJ-2019-03226**) prohibit mooring within ~125 ft. of the shoreline. Seagrasses are documented in the vicinity of the shoreline and water depths are too shallow to avoid permanent impact to these resources if mooring were to be proposed.

Staff Findings: The site-specific environmental conditions that impede the placement of slip near the shoreline are located within the first 125' of the shoreline. It is covered by an environmentally sensitive area of sea grass, making the applicant extend further into the water and increasing the total length of the dock. Therefore, Staff agrees that this criteria has been satisfied.

2. That site specific environmental conditions exist that prohibit dredging.

Applicant Response: Seagrasses exist within ~110 ft of shoreline, where permanent impacts from dredging would be unacceptable to regulators.

Staff Findings: The existing environmentally sensitive area has forced limitations by USACE that prohibit dredging and does not allow the applicant to use the beginning section of dock. Therefore, Staff agrees that this criteria has been satisfied.

3. That the proposed layout of the dock and pilings does not create a hazard to navigation.

Applicant Response: Potential effects on navigation has been reviewed and approved by regulatory agencies. At its furthest extent, the proposed dock remains ~425' from the federal navigation channel. The facility should maintain USCG approved navigation

lights (PATONs) at the north and south corners of the most waterward “T”-dock.

Staff Findings: The proposed application has been reviewed by FDEP and USACE for assurance of Navigation and Maintenance. The Permittee understands and agrees that, if future operations by the USACE require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the USACE. Therefore, Staff agrees that this criteria has been satisfied.

4. That no additional slips are obtained that would otherwise fit into a dock of the maximum size allowed without the exception.

Applicant Response: Proposed dock length (386’) is based upon slip dimensions, and to meet market demand within the limitations of City Code. Proposed slips (26) are based upon water depth to preclude dredging.

Staff Findings: As previously stated, the applicant has revised the plan to reflect a total of 25 slips plus one (1) transient slip, which reflects a reduction of six (6) slips. As the first 6 slips, as shown on the USACE and FDEP plans, are now being removed, we defer to the Board on whether this criteria has been met and whether the evidence and justification provided by the applicant satisfies this criteria.

- A. **Link to Strategic Goals / Objectives:** Economic Development and Revitalization
- B. **Effect on Budget (EOB):** N/A
- C. **Level of Service (LOS):** N/A
- D. **Legislative Sponsor:**

III. CONCLUSION: Per *Land Development Code (LDC), Section 2.25.03(C)*, to authorize a variance request, the Board of Adjustment must find that all criteria, including the **six (6)** of the aforementioned criteria and the **additional four (4)** criteria as the applicant is varying from *LDC Section 11.05.01.M Marina Siting – Maximum Dock Length*. After performing a review of the proposed Variance Request, Staff determined that all the required criteria have been met, **except 11.05.09.A.4**, which Staff is deferring to the Board of Adjustment for determination. If the Board of Adjustment approves the Variance Request, Staff recommends approval with conditions.

IV. RECOMMENDED MOTION:

“Motion of Approval”

I recommend that the Board of Adjustment approve the proposed Variance Request 22-53-VR with the following conditions.

1. Prior to issuance of a Building Permit, the applicant shall submit a revised dock drawing to all applicable Federal, State, and City agencies showing the maximum slip density and allowed length as approved by the Board of Adjustment.
2. A Marine Construction Permit shall be applied for with the updated Federal and State approved plans no later than six months and completed no later than 12 months from the grant of variance.

ALTERNATIVE MOTION:

I recommend that the Board of Adjustments deny the proposed Variance Request 22-53-VR.

Attachments:

1. 1. Warranty Deed
2. 2. Variance Request Letter
3. 3. Variance Additional Information
4. 4. Agent Affidavit
5. 5. Revised Site Plan

Rec 10.50 Doc 2,590.00
1.00

THIS INSTRUMENT PREPARED BY:
ROBERT E. MCGILL, III, P.A.
36008 EMERALD COAST PARKWAY, SUITE 301
DESTIN, FLORIDA 32541
Our File No: #01944

** OFFICIAL RECORDS **
BK 2221 PG 850

Property Appraisers Tax I.D. Number:
#00-2S-22-0630-0000-1211

FILE # 1720510 RCD: Aug 19 1999 @ 01:39PM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED made the 18th day of August, 1999 by ROBERT M. BIEDENHARN AND JUNE T. BIEDENHARN, TRUSTEES UNDER THE BIEDENHARN FAMILY TRUST DATED AUGUST 2, 1993, hereinafter called the grantor, whose post office address is: 241 WATCHORN WALT, BERTH 34, SAN PEDRO, CA 90731 to JIMMY R. LUNG AND WIFE, NORMA L. LUNG, hereinafter called the grantee, whose post office address is: 109 CALHOUN AVENUE, DESTIN, FL 32541.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in OKALOOSA County, Florida, viz:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1998.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

WITNESS: [Signature]
WITNESS: [Signature]

[Signature]
ROBERT M. BIEDENHARN, TRUSTEE
[Signature]
JUNE T. BIEDENHARN, TRUSTEE

Deed Doc Stamps \$2,590.00 D.C. Pat Sellen

STATE OF CALIFORNIA
COUNTY OF Los Angeles

BEFORE ME, the undersigned authority, this day personally appeared ROBERT M. BIEDENHARN AND JUNE T. BIEDENHARN, TRUSTEES

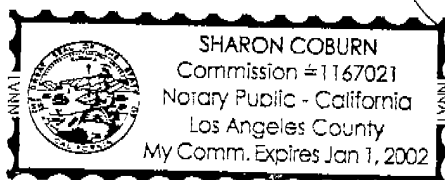
1 ☒ who are personally known to me OR
who produced Drivers License as identification.

and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

WITNESS my hand and official seal this 15 day of August, 1999

(SEAL)

12



NOTARY PUBLIC

Printed Name: Sharon Coburn

My Commission expires: Jan 1, 2002

Farrell

EXHIBIT "A"

**** OFFICIAL RECORDS ****
BK 2221 PG 851

A portion of Lot 12, Moreno Military Reservation survey of Lots, Destin, Florida described as: The North 100 feet of the portion of Lot 12 lying West of Calhoun Avenue, being all of the property described in those certain Deeds from Tyler Calhoun, Trustee to the Grantors herein, recorded in Deed Book 33, page 487 and Deed Book 35, page 339, respectively; and being part of the property described in that certain Deed between Inex Woodard and the Grantor herein, recorded in Deed Book 123, page 228, in the Office of the Clerk of Circuit Court of Okaloosa County, Florida.

Recorders Memo:
Legibility of some entries on this page not
suitable for Microfilm/Imaging records.

**EMERALD
COAST
PERMITTING**
INCORPORATED

September 6, 2022

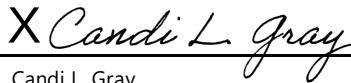
City of Destin – Community Development
4100 Indian Bayou Trail
Destin, FL 32541

Attn: Steve O'Connor
Principal Planner

Re: **LETTER OF REQUEST – Heron's Nest, LLC**
Request for Variance of Dock Extension & Harbor & Waterways Board Approval
105 & 109 Calhoun Avenue Destin, FL

On behalf of applicant Heron's Nest, LLC, please consider this our Letter of Request for improvements to be made to the property located at 105 and 109 Calhoun Avenue, Destin, FL 32541, Parcel I.D.'s 00-25-22-0630-0000-1210 and 00-25-22-0630-0000-1211, as follows:

Installation of new commercial dock; proposed total length = 386'. Proposed slip count to be 25 plus 1 transient slip for total of 26.



Candi L. Gray
President



EMERALD COAST PERMITTING INCORPORATED

September 21, 2022

City of Destin – Community Development
4100 Indian Bayou Trail
Destin, FL 32541

Attn: Daniel Butler
Senior Planner

Re: **22-53-VR - Heron's Nest Variance Request (105/109 Calhoun)**
Variance Application – Additional Information

Please see responses to additional information requested in bold under items C.1 – C.4 below:

c. Because the request includes Variance from LDC 11.05.01.M. & N. the criteria listed in 11.05.09 must also be addressed in your Variance application, in addition to the Criteria set forth in LDC 2.25.03.C.1.-6. The Criteria in LDC 11.05.09.A.1.-4. Is below.

1. That site-specific environmental conditions would impede placement of slips near or next to the shoreline.

Existing regulatory authorizations (FDEP 0317602-002-EI/46; USACE SAJ-2019-03226) prohibit mooring within ~125 ft. of the shoreline. Seagrasses are documented in the vicinity of the shoreline and water depths are too shallow to avoid permanent impact to these resources if mooring were to be proposed.

2. That site specific environmental conditions exist that prohibit dredging.

Seagrasses exist within ~110 ft of shoreline, where permanent impacts from dredging would be unacceptable to regulators.

3. That the proposed layout of the dock and pilings does not create a hazard to navigation.

Potential affect to navigation has been reviewed and approved by regulatory agencies. At its furthest extents, the proposed dock remains ~425' from the federal navigation channel. The facility should maintain USCG approved navigation lights (PATONs) at the north and south corners of the most waterward "T"-dock.

4. That no additional slips are obtained than would otherwise fit into a dock of the maximum size allowed without the exception.

Proposed dock length (386') is based upon slip dimensions, and to meet market demand within the limitations of City Code. Proposed slips (26) are based upon water depth to preclude dredging.



Candi L. Gray
President

249 Mack Bayou Loop, Suite 102 . Santa Rosa Beach, Florida 32459
Office 850-837-7444 . Fax 850-608-6258 . Email . candigray@ecpermits.net

**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Wayne Lung of West End RV, LLC am
presently the owner and/or leaseholder at 105 & 109 Calhoun Avenue, Destin, FL 32541, and desiring
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do
make, constitute and appoint Candi L. Gray of Emerald Coast Permitting, Inc.
whose address is 249 Mack Bayou Loop, Ste. 102, Santa Rosa Beach, FL 32459, County of Walton, 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: All matters & submittals with respect to 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 caring out the foregoing powers shall contain my name, followed by that of my said attorney
and the designation "Attorney-in-Fact."

OWNER

Wayne Lung
Signature

Wayne Lung of West End RV, LLC
Printed Name

STATE OF FLORIDA

COUNTY OF WALTON

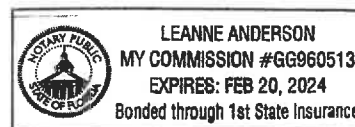
The foregoing instrument was acknowledged before me by means of physical presence ☒ or online

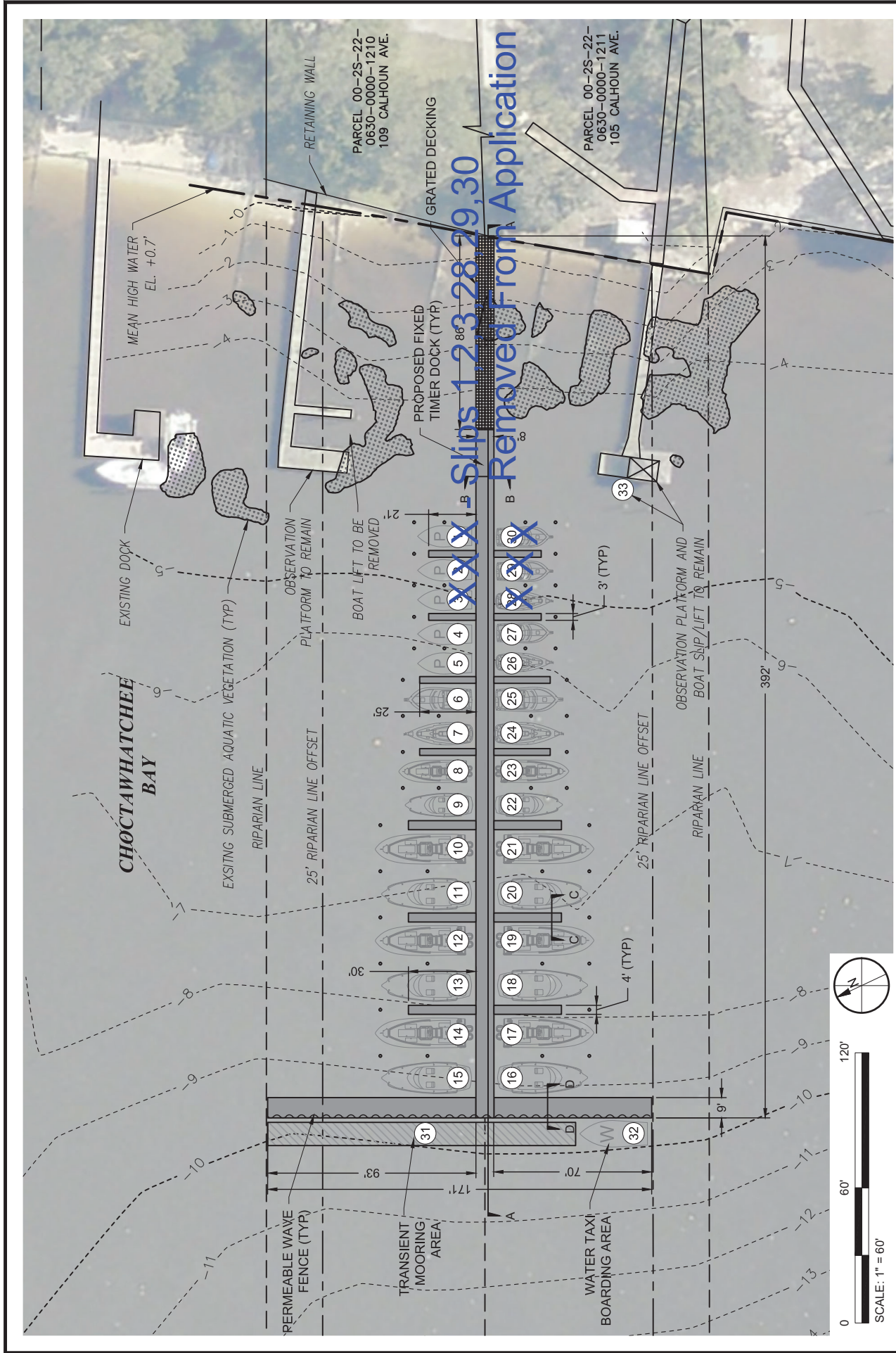
notarization ☐ this 6TH day of September, 2022, by
(name of person acknowledging)
Wayne Lung

Leanne Anderson
Signature of Notary

Leanne Anderson
Printed Name AND Seal of Notary

Personally known ☐ OR Produced Identification ☒
Type of Identification Produced FL DL





TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FLORIDA 32541

CERTIFICATE OF AUTHORIZATION #4815

FIGURE 4
PROPOSED SITE PLAN
HERON'S NEST MARINA
DESTIN, FLORIDA

PROJECT	C2018-051	SEAL
DRAWN BY	AF/CAS	
SHEET	4 of 8	
DATE	JULY 2019	

DRAFT

DUNCAN GREER P.E. #83306

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.