

March 01, 2023 Board of Adjustment Hearing

WEDNESDAY, MARCH 1, 2023

5:30 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL/PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
 - A. Minutes- October 5, 2022**
- 4. OLD BUSINESS**
- 5. NEW BUSINESS**
 - A. 22-65-VR – 530 Harbor Blvd Variance Request**
 - B. BOA-000995-2023 – Destin Cottages Variance Request**
- 6. PUBLIC COMMENTS**
- 7. NEXT MEETING DATE: April 5, 2023**

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".

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BOARD OF ADJUSTMENT
DESTIN CITY HALL BOARDROOM
WEDNESDAY, OCTOBER 5, 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, October 5, 2022, at Destin City Hall Boardroom.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present:

Tom Weidenhamer
Daniella Piper
Kimberley Mergler
Cyron Marler
Robert Pinard
James Moomaw

Absent

David Emerson

Staff Present:

Rey Bailey City Clerk
Daniel Butler Senior Planner
Webb Warren D. City Manager
Christopher Willis Planner
Kyle Bauman City Attorney

3. APPROVAL OF MINUTES:

➤ **June 1, 2022**

Motion to approve the minutes of the June 1, 2022 meeting was made by Board member Pinard, with Board member Moomaw providing the second. The motion passed 5-0.

5. PUBLIC COMMENT:

None

6. NEW BUSINESS:

A. 22-55-VR – Okaloosa County Tower Variance Request

The City Attorney swore in staff member Daniel Butler, the applicant, Greg Coffey and Cristina Girardi for any testimony they may need to provide. He then asked staff if they wanted to enter the staff report and all attached exhibits into the record, with no objections by either sides, the City Attorney entered the documents into the record.

Mr. Butler explained 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 is related to a communication tower setbacks and maximum tower height for the proposed Okaloosa P25

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Public Safety Communications tower to be located in Destin. The subject 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. The subject tower is located at 218T Main Street, Destin, FL 32541 and is in compliance with Comprehensive Plan policies 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 and Policy 11-1.2.6: Safety

Chairman Weidenhamer opened the hearing for public comment, with no one coming forward to speak on the request, he closed the public portion of the hearing.

Motion by Chairman Weidenhamer, seconded by Board member Marler to approve Variance 22-55-VR. The motion passed with a unanimous vote of 6-0.

B. 22-53-VR – 105 and 109 Calhoun Avenue Variance Request

The City Attorney swore in staff Daniel Butler and the applicant, Mike Buckingham for any testimony they may need to provide. He then asked staff if they wanted to enter the staff report and all attached exhibits into the record, with no objections by either sides, the City Attorney entered the documents into the record.

Chairman Weidenhamer opened the hearing for public comment, with no one coming forward to speak on the request, he closed the public portion of the hearing and turned the hearing over to the members for any questions or comments.

Mr. Butler explained Candi Gray of Emerald Coast Permitting, Inc., as well as Mr. Buckingham 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). The applicant is requesting a variance request 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 $\pm$ 100 feet of the pier. Therefore, the applicant is requesting a variance from LDC Section 11.05.01.M Marina

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Siting –Maximum Dock Length.

Additionally, Mr. Butler informed the Board members that in order to approve the request, the applicant must meet the following conditions:

- 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 (USACE) due to grass bed locations.

Staff Findings: There is currently submerged aquatic vegetation covering ±86' waterward of the site area that has been deemed as unusable by the USACE 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 USACE 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.

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- 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. 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 water frontage, 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

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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.

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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 USACE 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 twenty-six (26) slips are based upon water depth to preclude dredging.

Staff Findings: As previously stated, the applicant has revised the plan to reflect a total of twenty-five (25) slips plus one (1) transient slip, which reflects a reduction of six (6) slips. As the first six (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.

The Chairman opened the hearing to the public for input, with no one coming forward, he closed the public portion of the hearing and asked the Board members for comments or a motion.

Board member Marler asked what exactly the impact is in the shallow area for this request.

According to Mr. Buckingham, the USACE stipulated the presence of seas grasses causes them to go out further as well as the shallowness of the water.

Board member Pinard questioned what the future plan may be of the request, adding that there most likely would be a need for parking. According to Mr. Buckingham, the plan is to stay as it is now be presented, bay fishing trips adding that currently all of the proposed slips have already been reserved. He also informed the Board the property has plenty of parking as it is now. However, he also owns the property across the street that can be used for any additional overflow parking, if necessary.

Board member Mergler asked if the proposal is for a city marina. Mr. Buckingham replied that this is a private owned project. She then asked what type of materials is proposed to be used and are they going to use Freeflow in the area where the sea grasses are present. According to Mr. Buckingham, Freeflow will be used and is required per USACE and is a part of the design for those areas where the grasses are present. Additionally, they are wanting to use concrete for the project but that depends on the

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total cost and if it will be affordable.

Board member Piper stated that she thought projects could not be built over seagrasses at all.

According to Mr. Buckingham, the USACE are the ones that set the rules that have to be adhered to and they approved the permit design for the project he is presenting.

Board member Marler asked if there are plans to provide fuel. According to Mr. Buckingham they are not planning to provide fuel at this time and briefly explained that is a whole different level of permitting approval.

Board member Piper asked if there is a plan in the future to allow more pontoon boat rental companies. According to Mr. Buckingham, that is not the plan and that their vision is strictly for bay fishing.

Board member Mergler then asked why they felt they need so many slips pointing out that the area is very quiet now and questioned what the surrounding residences have to say about the proposed request. According to Mr. Buckingham, the adjacent neighbor to the north is agreeable and was present that the Harbor and Waterways Board, who has recommended Council to approving it, and the other adjacent property owner is the city owned park. Additionally, he informed the board that he co-owns the property across the street. She asked if they would be willing to not put in as many slips as they are proposing. According to Mr. Buckingham, they originally proposed to have 6 more and had to scale back and this amount of slips is allowed in the code and is their right as a property owner.

Board member Mergler stated that she understands the rights of property owners, but just doesn't understand why the project has to be so big and asked if they, as board members, have the right to suggest that.

According to the City Attorney, they do, however, they have the 10 criteria that they are to base their approval or denial of the project.

Agency member Marler asked Mr. Buckingham for assurance that the slips are all reserved for bay boat fishing only and that they are all charter type boats that have certified captains. Mr. Buckingham answered affirmatively that statement is correct. Adding that he has never been a fan of pontoon boats and has always supported the charter boat industry and is also pushing hard for a city marina.

Board member Marler provided some historical information regarding the land and the shallowness of the water and pointed out that the project will not interfere with the navigational channel. Additionally, there are other projects along the same shoreline that go out and named the Army Camp as one.

Motion by Board member Weidenhamer to approve Variance request 22-53-VR – 105 and 109 Calhoun Avenue with the following conditions:

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- **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.**
- **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.**

Board member Marler providing the second. The motion passed 4-2, with Board members Mergler and Piper voting no.

5. 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: March 1, 2023
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

FROM: Steve O'Connor, Principal Planner

DATE: February 22, 2023

SUBJECT: 22-65-VR – 530 Harbor Blvd Variance Request

I. BACKGROUND: Michael Dombrowski of MRD Associates, Inc., on behalf of Mike Abadie, is requesting approval of a Variance Request, 22-65-VR. This request is seeking relief from the maximum allowable dock length, per *Land Development Code Subections 11.05.01(M), (F) and (G)*. The maximum dock length is 200'. The project includes construction of a new commercial marina, consisting of a proposed dock length of $\pm 253'$ that houses seventeen (17) slips for a total of 17 slips total. Therefore, the applicant is seeking a variance for an additional 53' beyond the Code allowance. The subject property is located at 530 Harbor Blvd (Parcel IDs: 00-2S-22-0630-0000-03A1 & 00-2S-22-0630-0000-03A2 & 00-2S-22-0630-0000-03A3).

Applicant: Michael Dombrowski, MRD Associates, Inc

Location: 530 Harbor Blvd, Destin, FL 32541

Size of Property: 1.15 acres (0.40 acres + 0.37 acres + 0.38 acres)

Current Zoning: South Harbor Mixed Use (SHMU)

Future Land Use Map Classification: South Harbor Mixed Use (SHMU)

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 February 17,

2023 and February 24, 2023.

II. DISCUSSION: The applicant seeks relief from the maximum dock length requirements set forth in *LDC Section 11.05.01, subsections (M), (F), and (G)*.

First, subsection (M) provides as follows:

(M) Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.

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, **provided the length of the dock not exceed the maximum length established by paragraphs F and G above.**

2. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.

The referenced subsections **(F) and (G)** provide:

(F) No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, **or out 200 feet, whichever is less**, except in Choctawhatchee Bay.

(G) No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock **more than 200 feet, or 20 percent of the waterway, whichever is less**, except in Choctawhatchee Bay.

The Applicant requests approval for a 253' total length dock, which is 53 ft. longer than the 200' maximum allowed per *Subections 11.05.01(M), (F) & (G)*.

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 harbor adjacent to the shoreline on the eastern half of the Gilligan's Marina property is shallow with the -3 foot contour up to 65 feet from the MHW line (shown in provided drawings). As the Destin Land Development Code requires any new dock to extend less than 200 feet from the shoreline (11.05.01 F) and DEP requires at least 1 foot of clearance from the deepest part of the vessel to the submerged bottom, the shallow shoal restricts the number of slips that can be placed within this area. Other properties in the same zoning district do not have the same shallow depth extending as far

as the eastern side of Gilligan's marina and can maximize the number of slips within the available area as allowed by the LDC and extend less than 200 feet from the shoreline.

Staff Findings: Due to the limited depth and the USACE requirement of a minimum of one foot (1') of clearance, there is a special condition applicable to this property. However, Staff has not confirmed whether this condition applies to the other properties within the same zoning district. Nor if the condition does apply, if it was mitigated via other previously allowable dredging or approvals. The Board will need to determine if the Special Condition criteria is satisfied.

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

Applicant response: The shallow depths on the east side of the property are natural and not caused by the applicant.

Staff Findings: Staff has no way to confirm if the special condition exists due to natural events or if caused by the human activity within the harbor. The Board will have to determine if the Special Condition criteria is 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: No additional advantages or special privileges are provided to the property owner. The total number of slips in the proposed design (17) is the same number of slips as if the shallow depths on the east side of the property did not exist and the dock was designed to extend 200 feet from the shoreline.

Staff Findings: If approved, the only variance granted would be to the length of the dock itself and would not increase the permissible slip density. The staff agree 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 it result in unnecessary and undue hardship on the Applicant.

Applicant Response: The literal interpretation of LDC 11.05.01(M),(F) & (G) would prevent Mr. Abadie from maximizing the number of slips allowed under the LDC. Other property owners in the zoning district that do not have a shallow depth near the shore are able to maximize the number of slips within the available area as allowed by the LDC and extend less than 200 feet from the shoreline.

Staff Findings: The limitations applied by the USACE due to the existing shoal limits the applicant's ability to develop his property to the allowable slip density within the maximum allowable length per LDC Subsections 11.05.01 (M)(F) & (G). Staff agrees this criteria is 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: The shallow bathymetry does not allow for 5 slips to be permitted and constructed. Due to this shallow shoal, the dock was shifted seaward into the harbor until the 5 slips had at least one foot of clearance for a three-foot draft boat. No further changes to the dock were made.

Staff Findings: The proposed design of the dock does request less than the minimum, as the shoal extends 65'± from the MHWL and the applicant is requesting twelve feet (12') less at 53' beyond the 200' maximum allowed. The staff agree that this criteria is 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 proposed dock extending 253 feet from the existing shoreline into the harbor will be in harmony with the general intent and purpose of the zoning ordinances. The approval of the variance would not be injurious to the area, adjacent properties or otherwise detrimental to the public welfare. It will not reduce access to the harbor for any other marina in the harbor nor will the proposed extension into the harbor impede safe navigation. The distance from the north side of the Destin Harbor to the south side at this location is approximately 1,300 feet and with the proposed dock extension to 253 feet, it will be less than 25% of the total width of the harbor.

Staff Findings: Depending on where or how you measure, the width of the Destin Harbor ranges from 975'± to 1300'±. The proposed dock at 253' is 19.4% to 24.1% the width of the waterway at this location of the Harbor. While the LDC does limit the maximum length of the dock, applicants are allowed to request relief through the Variance process. For perspective 3,000'± to the east of this proposed dock the Harbor is 160'± wide and the mouth of the Harbor is 275'± wide. Due to the existing conditions of the Harbor and other operations around the Harbor, staff agrees that this criteria is satisfied.

Additional Responses: As the applicant is requesting variance from *LDC Section 11.05.01(M)(F) &(G) 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: The harbor adjacent to the shoreline on the eastern half of the

Gilligan's Marina property is shallow with the -3 foot contour to within 65 feet from the MHW line (shown in provided drawings). As DEP requires at least 1 foot of clearance from the deepest part of the vessel to the submerged bottom, the shallow depths of the shoal impede the placement of slips near the shoreline.

Staff Findings: Due to the limited depth and the USACE requirement of a minimum of one foot (1') of clearance, there is a site-specific environmental condition that limits the placement of slips next to the shore line. Staff agrees this criteria is satisfied.

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

Applicant Response: Dredging is generally prohibited by DEP and the USACE within this portion of Destin Harbor due to the ability to apply for and obtain this variance that allows the docks to be moved seaward to avoid having to dredge. Dredging may cause a temporary reduction in water quality conditions due to turbidity and due to the shallow shoals on either side of the proposed docking facility may require periodic maintenance dredging to remove sand transported and deposited within the dredge limits. This may result in deeper water depths where water quality conditions may degrade and may result in cumulative impacts to the Harbor over time, thus no dredging is recommended.

Staff Findings: Due to USACE and DEP limitation on dredging in the Harbor, Staff agrees this criteria is satisfied.

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

Applicant Response: The proposed dock will not cause a hazard to navigation. The proposed dock will extend 253 feet from the existing shoreline. The distance from the north side of the Destin Harbor to the south side at this location is approximately 1,300 feet so the dock extends less than 25% of the total width of the harbor. The docks on the south and opposite side of the harbor extend approximately 150-feet from the shoreline which totals 400-feet for both docks and 900-feet of open unobstructed water. The marinas adjacent to Gilligan's Marina access to the Harbor will not be affected either.

Staff Findings: Based on the existing conditions of the Harbor and the width of channels, Staff agrees this criteria is 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: No additional slips above the allowed are proposed. The shallow waters do not allow for five (5) slips to be permitted and constructed, thus approval of this variance request will regain these five (5) slips by extending the dock seaward to 253 feet from the existing shoreline.

Staff Findings: The allowable slip density is 1 slip per 8 linear feet of water front at MHWL. The property with the two lots is 209'± feet wide and would allow approximately 26 slips. The applicant is only requesting 17 slips. The staff agree that this criteria is satisfied.

- 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 LDC *Section 2.25.03.C.*, to authorize a variance request, the Board of Adjustment must find that all **six (6)** criteria including the additional **four (4)** in LDC *Section 11.05.09.A.* as the applicant is varying from LDC *Section 11.05.01(M)(F) &(G) Marina Siting – Maximum Dock Length.* If the Board of Adjustment approves the Variance Request, Staff recommends approval with the following conditions:

1. Meeting all Federal, State, and local regulations pertaining to approvals for marina facilities prior to submitting for a Marine Construction Permit.
 2. If any vessel with onboard waste facilities is moored long-term (more than 72 hours), a pump-out system shall be installed.
 3. White navigational lights shall be installed at the end of the dock prior to a request for an inspection for a Certificate of Completion.
4. 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.

IV. RECOMMENDED MOTION: I recommend that the Board of Adjustment approve the proposed Variance Request 22-65-VR with the recommended conditions listed above.

ALTERNATE MOTION:

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

Attachments:

1. 1 - Letter of Request
2. 2 - Variance Narrative
3. 3 - Proof of Ownership
4. 4 - Proposed Dock Plan
5. 5 - Agent Affidavit
6. 6 - Abutter Notice

VIA ONLINE PORTAL

November 3, 2022

City of Destin Planning Office

Destin City Hall Annex
4100 Indian Bayou Trail
Destin, FL, 32541



Subject: Gilligan's Marina Expansion
Destin, Okaloosa County, Florida
MRD Project Number 21-495.001

To whom it may concern,

On behalf of Mike Abadie at ABC Amusement Company this application and support information is requesting a variance from LDC 11.05.01 F & G for the Gilligan's Marina Expansion located at 530 Harbor Boulevard on Destin Harbor. The proposed activities consist of:

- 1) 17 slip pile supported dock extending 253 feet out from Destin Harbor with 4,353 square feet of wood deck
- 2) 36 additional timber piles installed as mooring piles

The variance to the City of Destin Land Development code is requested because of the shallow depth of the harbor at the eastern side of the property where the proposed dock will be placed. This reduces the number of slips the dock can include and stay within 200 feet of the shoreline (LDC 11.05.01 F & G) by 5 slips. This application is requesting an exception to LDC 11.05.01.F. and 11.05.01.G to extend the dock out over 200 feet from the shoreline to a total of 253 feet. Approval of this variance request will not increase the number of slips beyond the number that would fit within the area if not for the shallow waters.

Should you have any questions regarding this request, please feel free to contact me at md@mrd-associates.com or Thomas Hurlimann at th@mrd-associates.com, 850.654.1555.

Sincerely,

mrd associates, inc.

Michael R. Dombrowski, P.E.
Principal Engineer
Florida P.E. Number 55255

Cc: Mike Abadie, Owner, ABC Amusement Company

Memorandum

November 3, 2022

To: City of Destin Planning Office
From: Michael Dombrowski, MRD Associates, Inc.
Cc: Thomas Hurlimann, MRD Associates, Inc.
Project Name: Gilligan's Marina Expansion
MRD Project Number 22-261
Subject: Variance Application Addendum



Good morning,

The following memorandum is in addendum to the Variance Application submitted through the COMPASS portal on the City of Destin website. Please see below for responses to the individual items addressed:

1. *Project Details*

The project is a proposed dock on the east side of Gilligan's Marina located at 530 Harbor Boulevard within Destin Harbor. The project consists of the construction of a 17-slip, pile supported dock with 4,353 ft² of wood deck to the east of the existing 20-slip Gilligan's docking facility. Approximately 36 timber mooring piles shall be installed within the slips. The bathymetry at Gilligan's Marina is shallow along the shoreline with the -3 foot contour extending as far out as 65 feet at the eastern portion of the property at the location of the proposed dock. The Florida Department of Environmental Protection (DEP) requires at least 1-foot of clearance from the deepest part of the vessel to the submerged bottom at MLW.

As the Destin Land Development Code limits any new dock to extend less than 200 feet from the shoreline (11.05.01 F & G), the shallow shoal depths restrict the available number of slips that can be permitted and constructed by five (5). The proposed dock under this variance request extends out an additional 53-feet to a total of 253 feet from the shoreline to gain the 5 slips back that would have otherwise fit if it was not for the shallow water. This application is requesting an exception to LDC 11.05.01.F. and 11.05.01.G to extend the dock out over 200 feet from the shoreline to a total of 253 feet. Approval of this variance request will not increase the number of slips beyond the number that would fit within the area if not for the shallow waters.

2. *LDC 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 and 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.*

The harbor adjacent to the shoreline on the eastern half of the Gilligan's Marina property is shallow with the -3 foot contour up to 65 feet from the MHW line (shown in provided drawings). As the Destin Land Development Code requires any new dock to extend less than 200 feet from the shoreline (11.05.01 F) and DEP requires at least 1 foot of clearance from the deepest part of the vessel to the submerged bottom, the shallow shoal restricts the number of slips that can be placed within this area. Other properties in the same zoning district do not have the same shallow depth extending as far as the eastern side of Gilligan's marina and can maximize the number of slips within the available area as allowed by the LDC and extend less than 200 feet from the shoreline.

- b. That the special conditions and circumstances do not result from the actions of the applicant.*

The shallow depths on the east side of the property are natural and not caused by the applicant.

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by any zoning ordinance to other lands, buildings, or structures in the same zoning district.*

No additional advantages or special privileges are provided to the property owner. The total number of slips in the proposed design (17) is the same number of slips as if the shallow depths on the east side of the property did not exist and the dock was designed to extend 200 feet from the shoreline.

- 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 work unnecessary and undue hardship on the applicant.*

The literal interpretation of LDC 11.05.01.F & G would prevent Mr. Abadie from maximizing the number of slips allowed under the LDC.. Other property owners in the zoning district that do not have a shallow depth near the shore are able to maximize the number of slips within the available area as allowed by the LDC and extend less than 200 feet from the shoreline.

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

The shallow bathymetry does not allow for 5 slips to be permitted and constructed. Due to this shallow shoal, the dock was shifted seaward into the harbor until the 5 slips had at least one foot of clearance for a three foot draft boat. No further changes to the dock were made.

- f. That the grant 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.*

The proposed dock extending 253 feet from the existing shoreline into the harbor will be in harmony with the general intent and purpose of the zoning ordinances. The approval of the variance would not be injurious to the area, adjacent properties or otherwise detrimental to the public welfare. It will not reduce access to the harbor for any other marina in the harbor nor will the proposed extension into the harbor impede safe

navigation. The distance from the north side of the Destin Harbor to the south side at this location is approximately 1,300 feet and with the proposed dock extension to 253 feet, it will be less than 25% of the total width of the harbor.

3. *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:*
- a. *That site-specific environmental conditions would impede placement of slips near or next to the shoreline.*

The harbor adjacent to the shoreline on the eastern half of the Gilligan's Marina property is shallow with the -3 foot contour to within 65 feet from the MHW line (shown in provided drawings). As DEP requires at least 1 foot of clearance from the deepest part of the vessel to the submerged bottom, the shallow depths of the shoal impede the placement of slips near the shoreline.

- b. *That site specific environmental conditions exist that prohibit dredging.*

Dredging is generally prohibited by DEP and the USACE within this portion of Destin Harbor due to the ability to apply for and obtain this variance that allows the docks to be moved seaward to avoid having to dredge. Dredging may cause a temporary reduction in water quality conditions due to turbidity and due to the shallow shoals on either side of the proposed docking facility may require periodic maintenance dredging to remove sand transported and deposited within the dredge limits. This may result in deeper water depths where water quality conditions may degrade and may result in cumulative impacts to the harbor and over time, thus no dredging is recommended.

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

The proposed dock will not cause a hazard to navigation. The proposed dock will extend 253 feet from the existing shoreline. The distance from the north side of the Destin Harbor to the south side at this location is approximately 1,300 feet so the dock extends less than 25% of the total width of the harbor. The docks on the south and opposite side of the harbor extend approximately 150-feet from the shoreline which totals 400-feet for both docks and 900-feet of open unobstructed water. The marinas adjacent to Gilligan's Marina access to the harbor will not be affected either.

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

No additional slips above the allowed are proposed. The shallow waters does not allow for five (5) slips to be permitted and constructed, thus approval of this variance request will regain these five (5) slips by extending the dock seaward to 253 feet from the existing shoreline.

Attachments requested in old Variance Application

4. *Letter of Request*

Refer to attached Letter of Request

5. *Proof of Ownership*

Refer to attached deed. As discussed with Christopher Willis on October 30, 2022, deed can be used as proof of ownership

6. Agent Affidavit/ Special Power of Attorney

Refer to attached agent affidavit.

7. Legal Description

Refer to attached deed.

8. Application Fee

Will be paid once posted on COMPASS.

9. Site Plan

Refer to page 4 on attached permit sketches.

Additional Land Development Code sections highlighted in pre-application meeting notes with city.

10. LDC 11.05.01.N - No dock shall be constructed or modified such that slip density exceeds one slip per eight lineal feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront.

As indicated on page 3 of permit sketches, the total waterfront footage is 320 feet allowing for 40 slips. The total slips at Gilligan's Marina for both existing and proposed will be 37.

11. LDC 11.05.01.S - No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

As indicated on Page 4 of permit sketches, the proposed vessels will be within 25-feet or greater of the property line/riparian line.

12. LDC 11.05.01.V – No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

As indicated on page 12 and 13 of Site Plan, fire extinguishers and standpipes will be included on the dock.

If you have any questions regarding this matter, please feel free to contact me at 850-654-1555 or md@mrd-associates.com or Thomas Hurlimann at th@mrd-associates.com.

Sincerely,
mrd associates, inc.



Michael Dombrowski, P.E.
Principal Engineer

Attachments: Permit Sketches, dated October 26, 2022
Site Deed

Agent Affidavit
Letter of Request

This Warranty Deed Made and executed the 23rd day of July A. D. 1991 by

ABC AMUSEMENT CO., INC.

a corporation existing under the laws of THE STATE OF FLORIDA and having its principal place of business at 333 West Baya Ave., Lake City, Florida hereinafter called the grantor, to

ABC AMUSEMENT CO., INC.

a corporation existing under the laws of the State of Florida, with its permanent postoffice address at P.O. Box 2072, Lake City, Florida 32056 hereinafter called the grantee:

(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, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

The West 100 feet of the East 500 feet of the portion of Lot 3-A lying South of U.S. Highway 98, Moreno Point Military Reservation Survey of Lots, Destin, Florida, in Okaloosa County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby 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

FLORIDA DOCUMENTARY STAMP TAX REQUIRED
BY LAW IN THE AMOUNT OF \$ 60 HAS
BEEN PAID. NEWMAN C. BRACKIN, CLERK
OKALOOSA COUNTY.
BY: P. J. Smith DC



In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Mary Ann Philpot Secretary
Signed, sealed and delivered in the presence of:
Dale C. Ferguson DALE C. FERGUSON
Karen M. Wright KAREN M. WRIGHT
By: John V. Philpot President

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John V. Philpot and Mary Ann Philpot



well known to me to be the President and Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of July

FILE# 1149594
OKALOOSA COUNTY, FLORIDA

RCD: AUG 12 1991 @ 3:44 PM
NEWMAN C BRACKIN, CLERK

Dale C. Ferguson
DALE C. FERGUSON
Notary Public
State of Florida

Permit Sketches and General Notes *Gilligan's Marina Expansion*



APPLICANT NAME AND ADDRESS

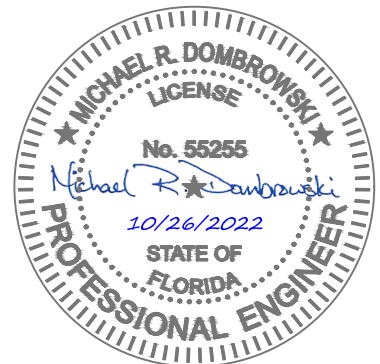
A B C Amusement Company
c/o Mike Abadie
P.O. Box 5436
Destin, Florida, 32540

LOCATION

Section 00, Township 02 S, Range 22 W
Okaloosa County, Florida
30°23'31.96" N, 86°29'52.65" W
530 Harbor Boulevard
Destin, Florida 32541

INDEX OF SHEETS

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3	Existing Conditions	11	Typical Finger Pier
4	Proposed Marina	12	Utility Plan
5	Dimensioned Site Plan	13	Typical Fire Protection Details
6	Cross Section A-A'	14	Typical Power Pedestal Detail
7	Cross Section B-B'	15	Typical Ladder Detail
8	Cross Sections C-C' and D-D'	16	Existing and Preempted Areas
		17	General Notes



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Certification of Authorization Number 9482
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COVER SHEET AND INDEX OF SHEETS *Gilligan's Marina Expansion*

A B C Amusement Company, c/o Mike Abadie
P.O. Box 5436, Destin, Florida, 32540

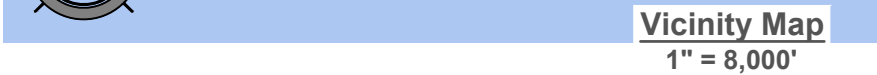
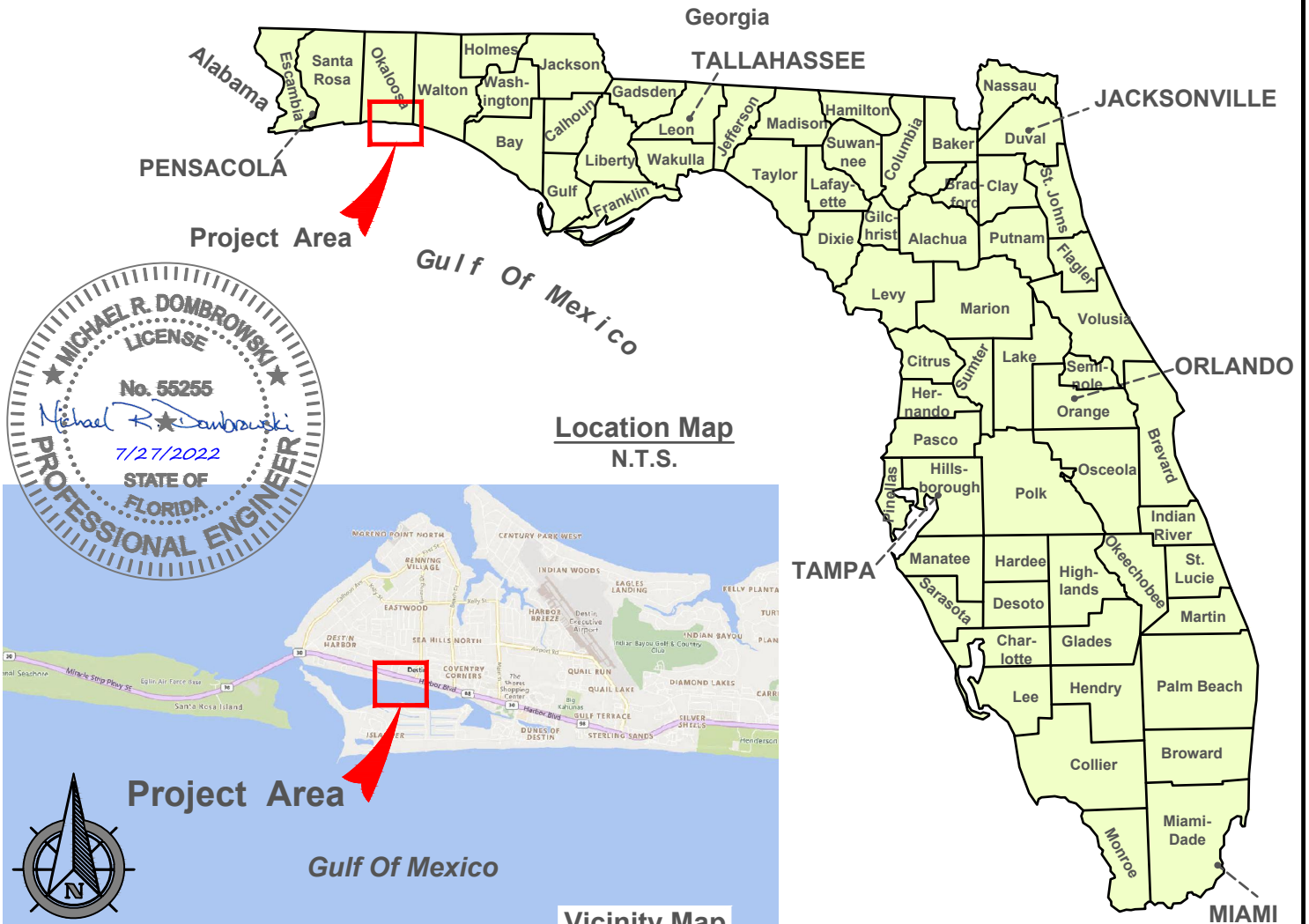
Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: July 27, 2022

Sheet Rev Date:

PROJECT NUMBER
22-261

SHEET NUMBER
1



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PROJECT LOCATION
Gilligan's Marina Expansion

A B C Amusement Company, c/o Mike Abadie
P.O. Box 5436, Destin, Florida, 32540

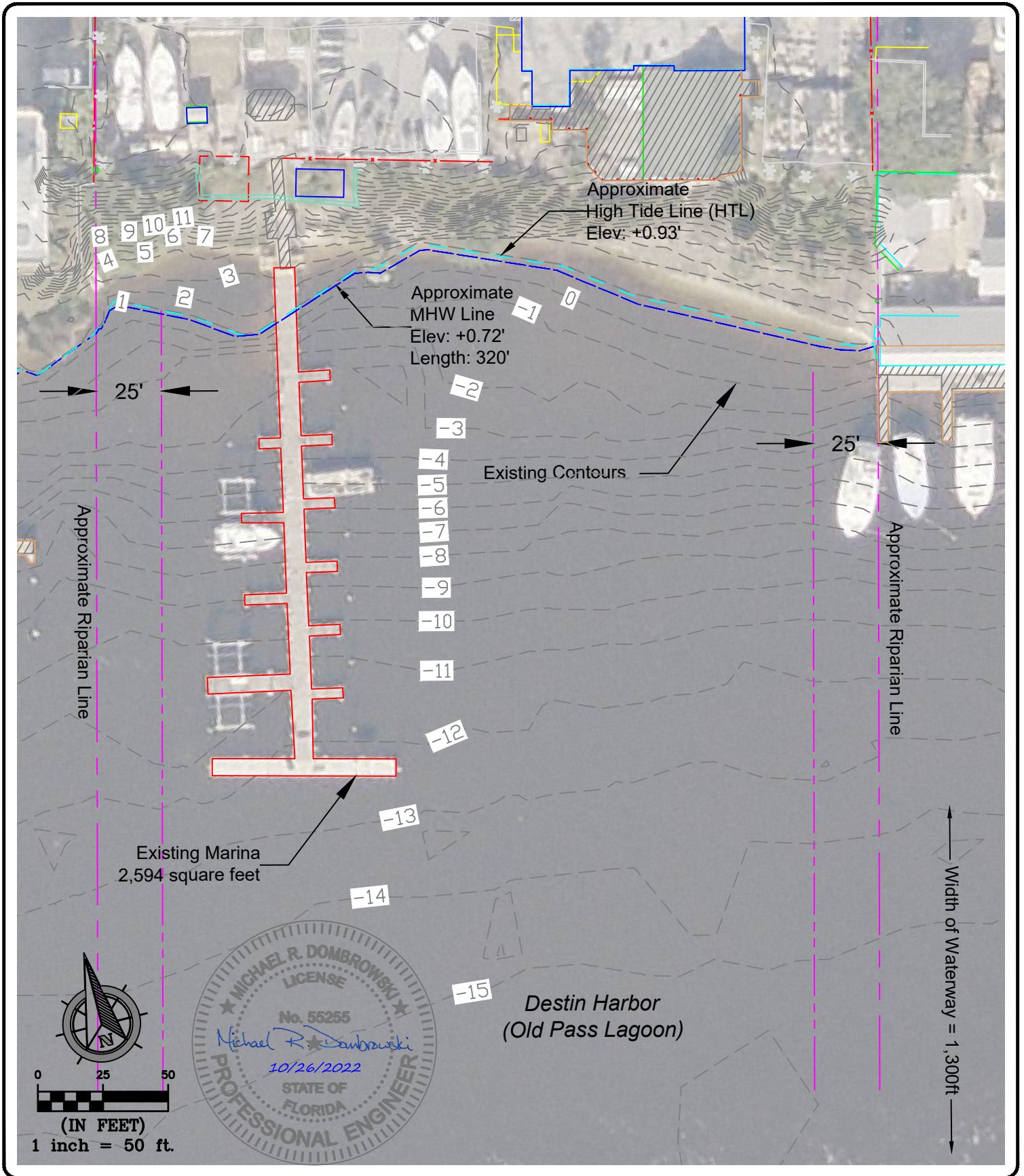
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EXISTING CONDITIONS
Gilligan's Marina Expansion

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P.O. Box 5436, Destin, Florida, 32540

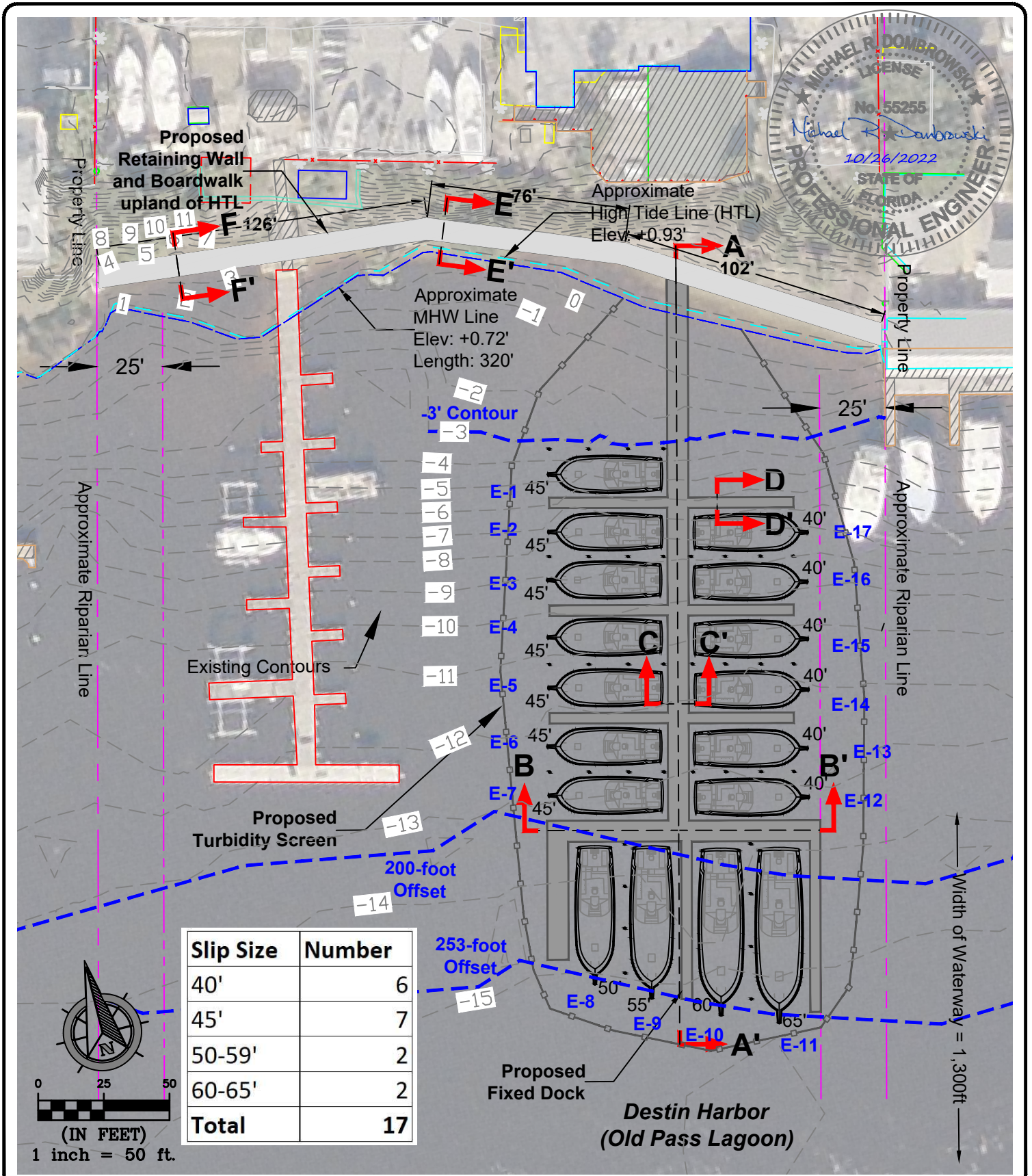
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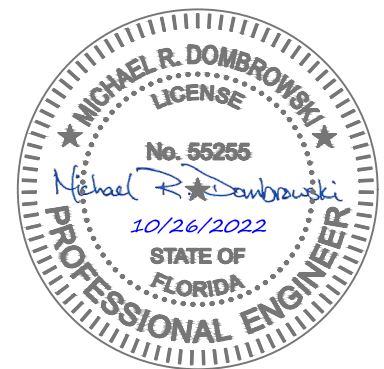
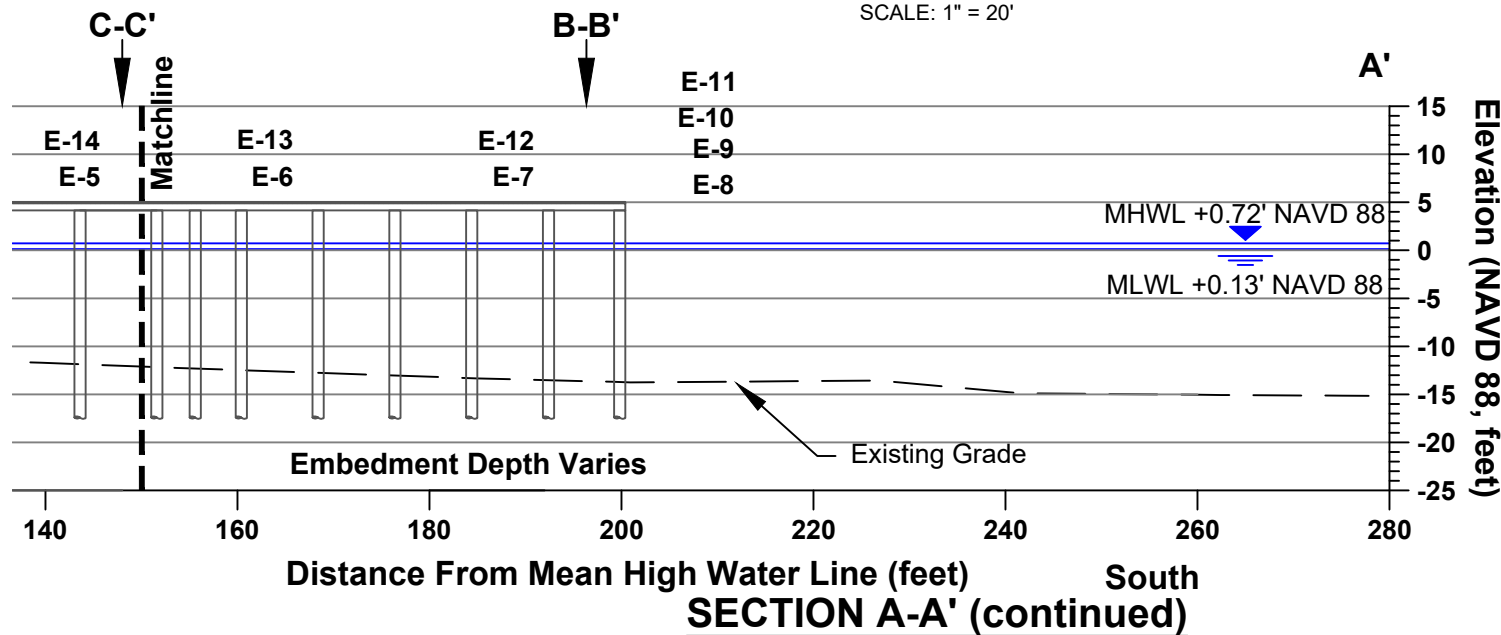
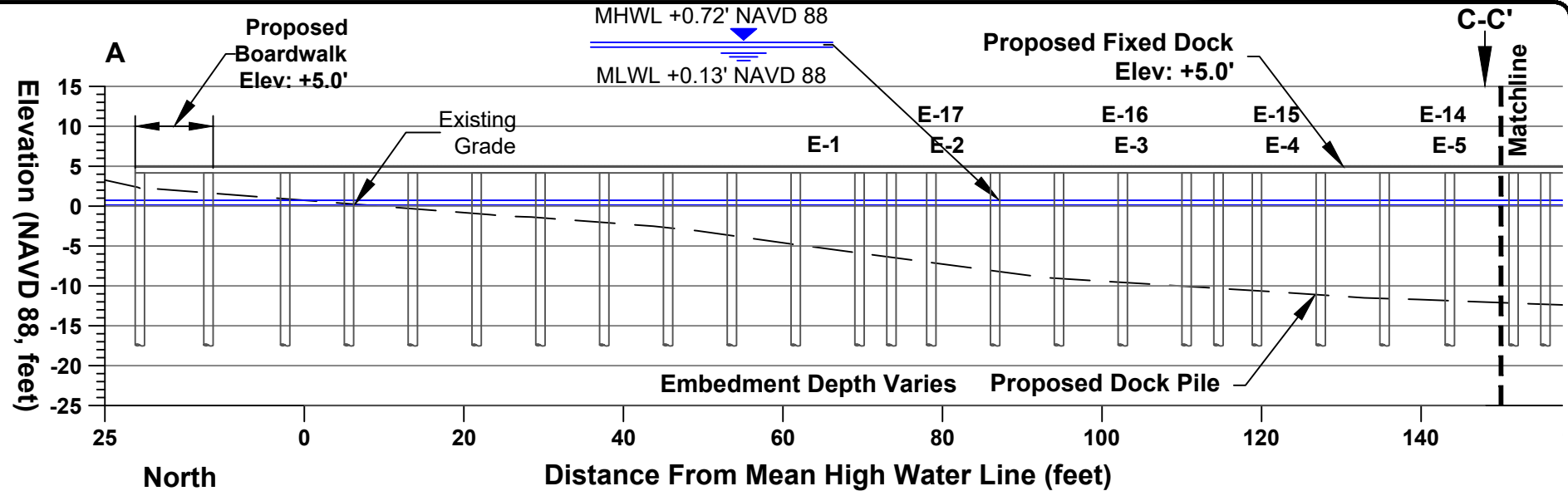


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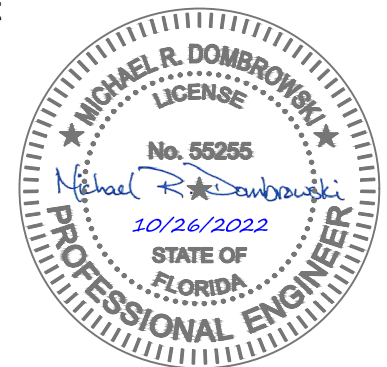
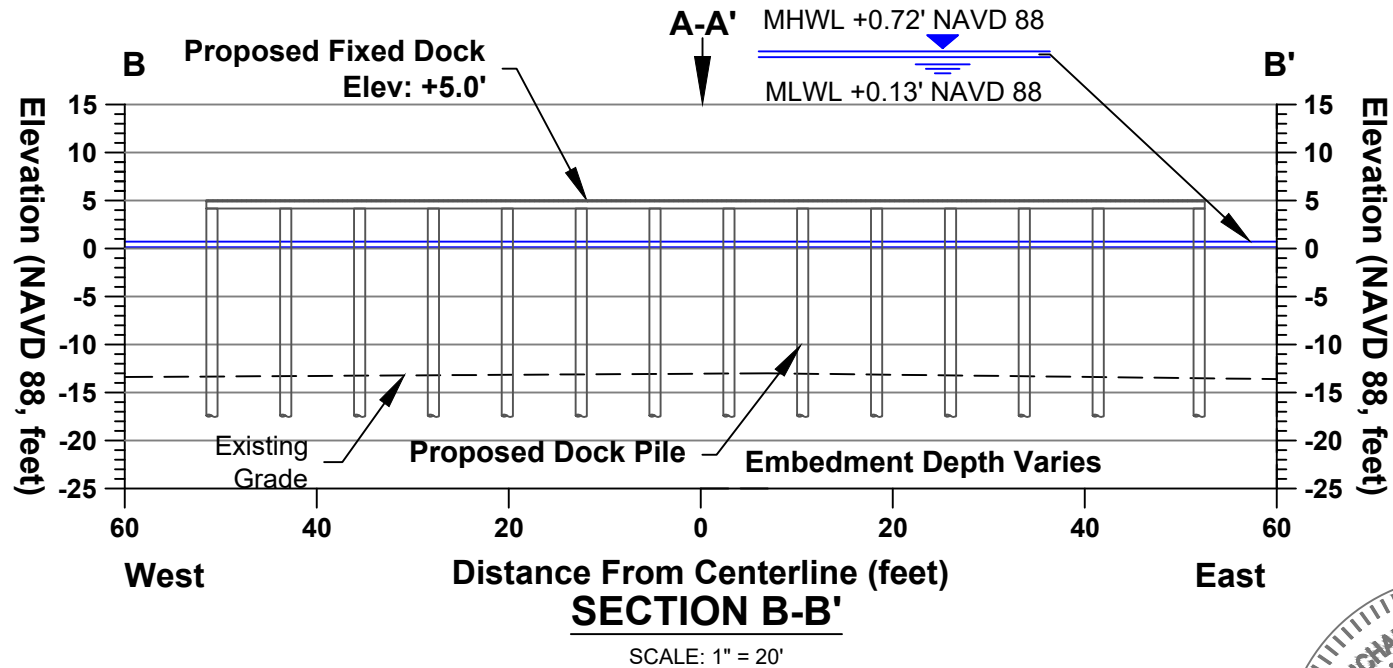


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CROSS SECTION A-A'
Gilligan's Marina Expansion

A B C Amusement Company, c/o Mike Abadie
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Michael R. Dombrowski, P.E.
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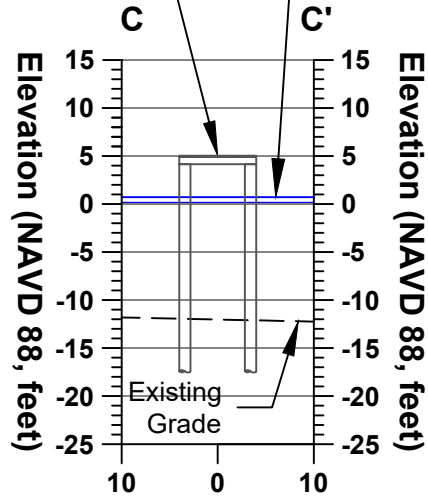
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CROSS SECTION B-B'
Gilligan's Marina Expansion

A B C Amusement Company, c/o Mike Abadie
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Michael R. Dombrowski, P.E. Florida P.E. Number 55255	
Date: July 27, 2022	
Sheet Rev Date: October 26, 2022	
PROJECT NUMBER 22-261	SHEET NUMBER 7

Proposed Fixed Dock
Elev: +5.0'



Distance From Centerline (feet)

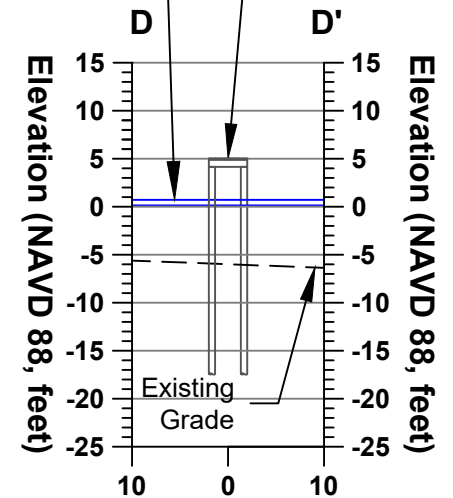
SECTION C-C'

SCALE: 1" = 20'

MHW +0.72', NAVD 1988

MLW +0.13', NAVD 1988

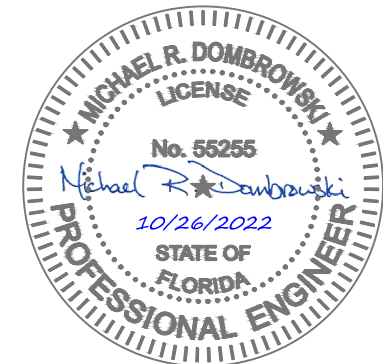
Proposed Fixed
Finger Pier
Elev: +5.0'



Distance From Centerline (feet)

SECTION D-D'

SCALE: 1" = 20'



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CROSS SECTIONS C-C' AND D-D'
Gilligan's Marina Expansion

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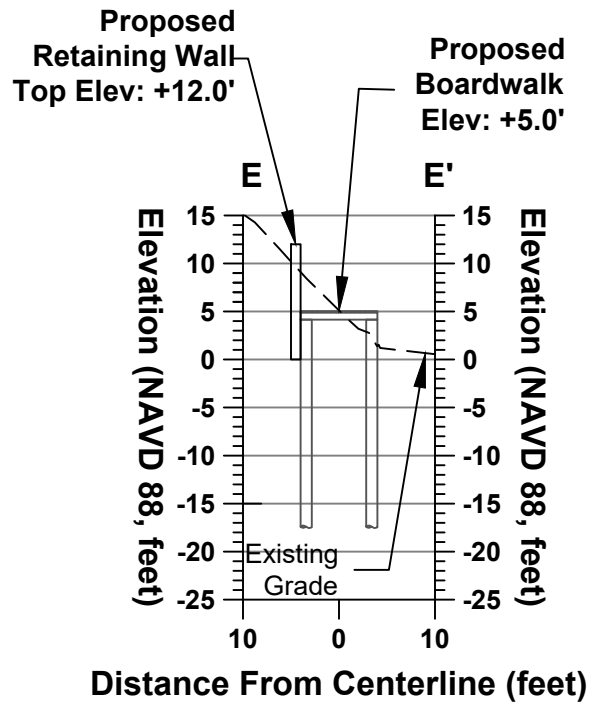
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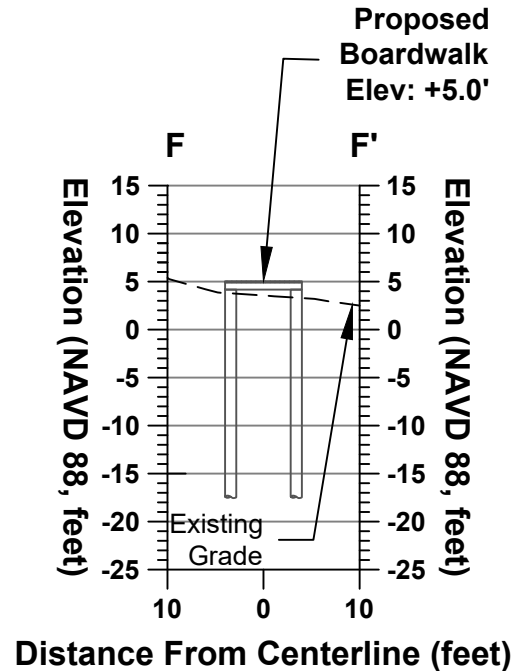
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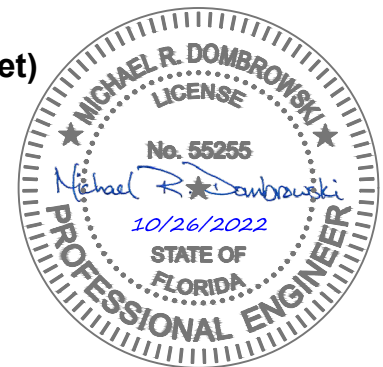
SECTION E-E'

SCALE: 1" = 20'



SECTION F-F'

SCALE: 1" = 20'



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CROSS SECTIONS C-C', D-D', and E-E'
Gilligan's Marina Expansion

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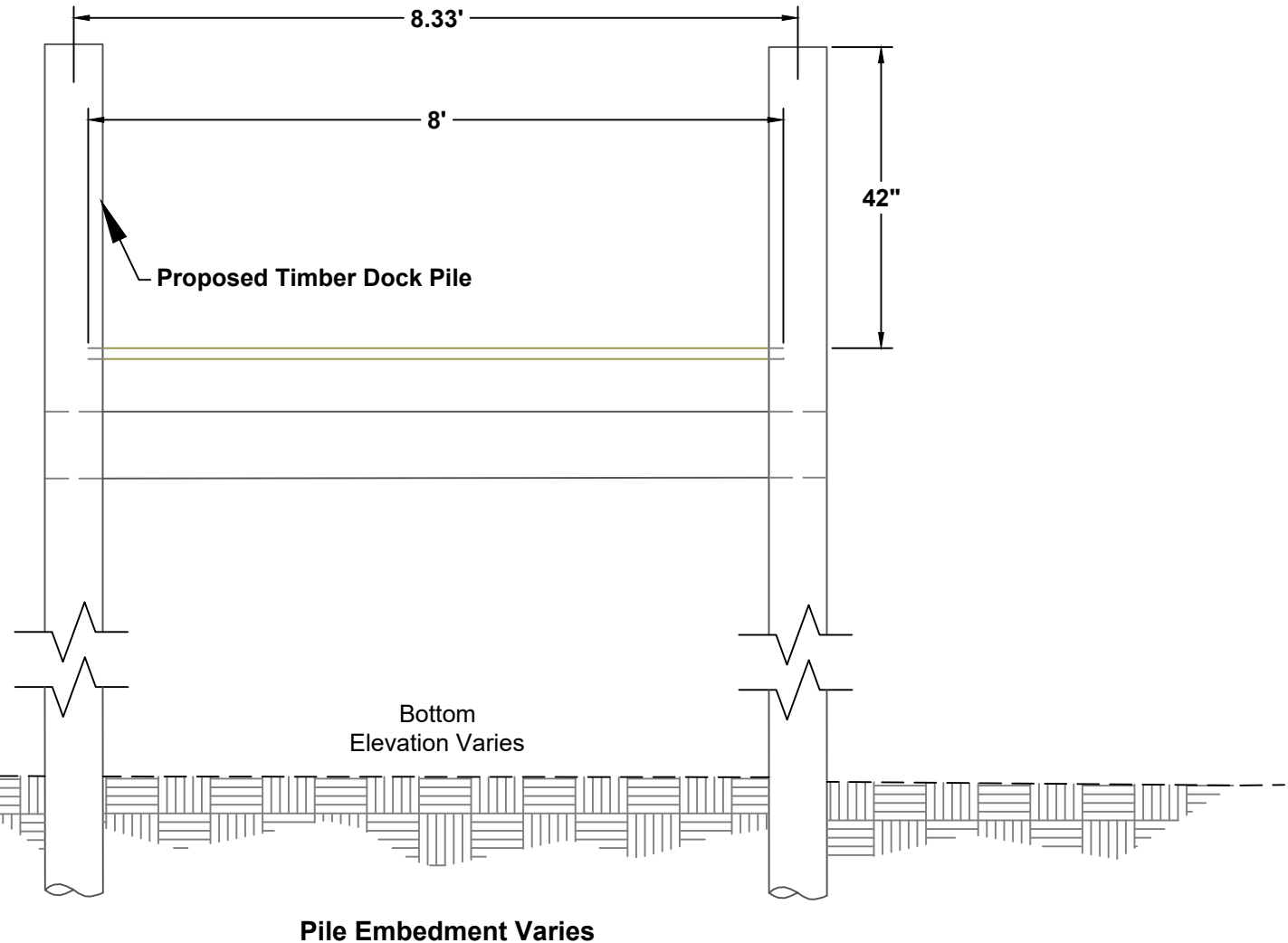
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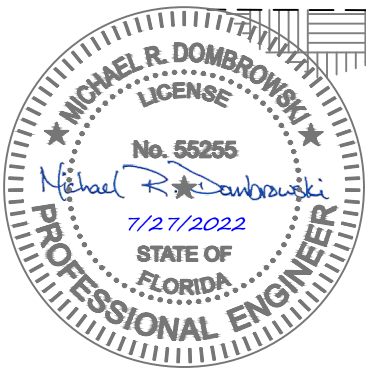
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TYPICAL 8 FOOT FIXED PIER SECTION

SCALE: 1" = 2'



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TYPICAL FIXED PIER SECTION
Gilligan's Marina Expansion

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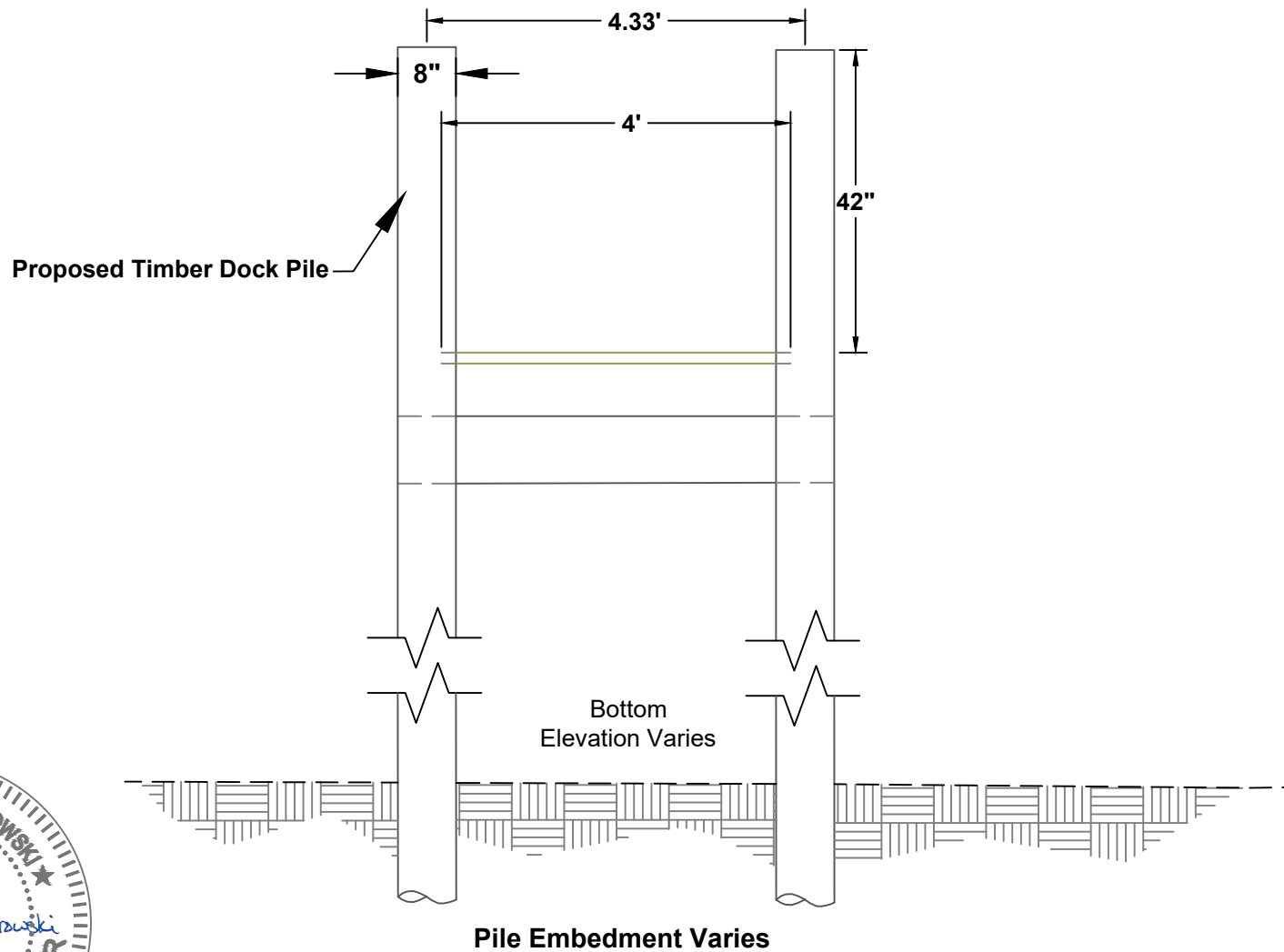
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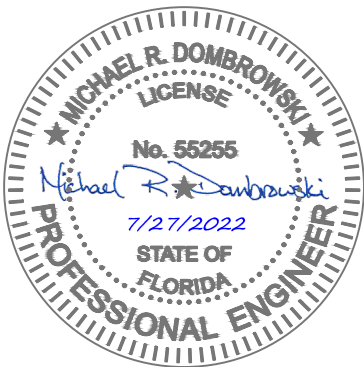
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10



TYPICAL 4 FOOT FIXED PIER SECTION

SCALE: 1" = 2'



TYPICAL FIXED FINGER PIER SECTION *Gilligan's Marina Expansion*

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P.O. Box 5436, Destin, Florida, 32540

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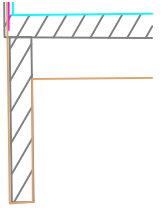
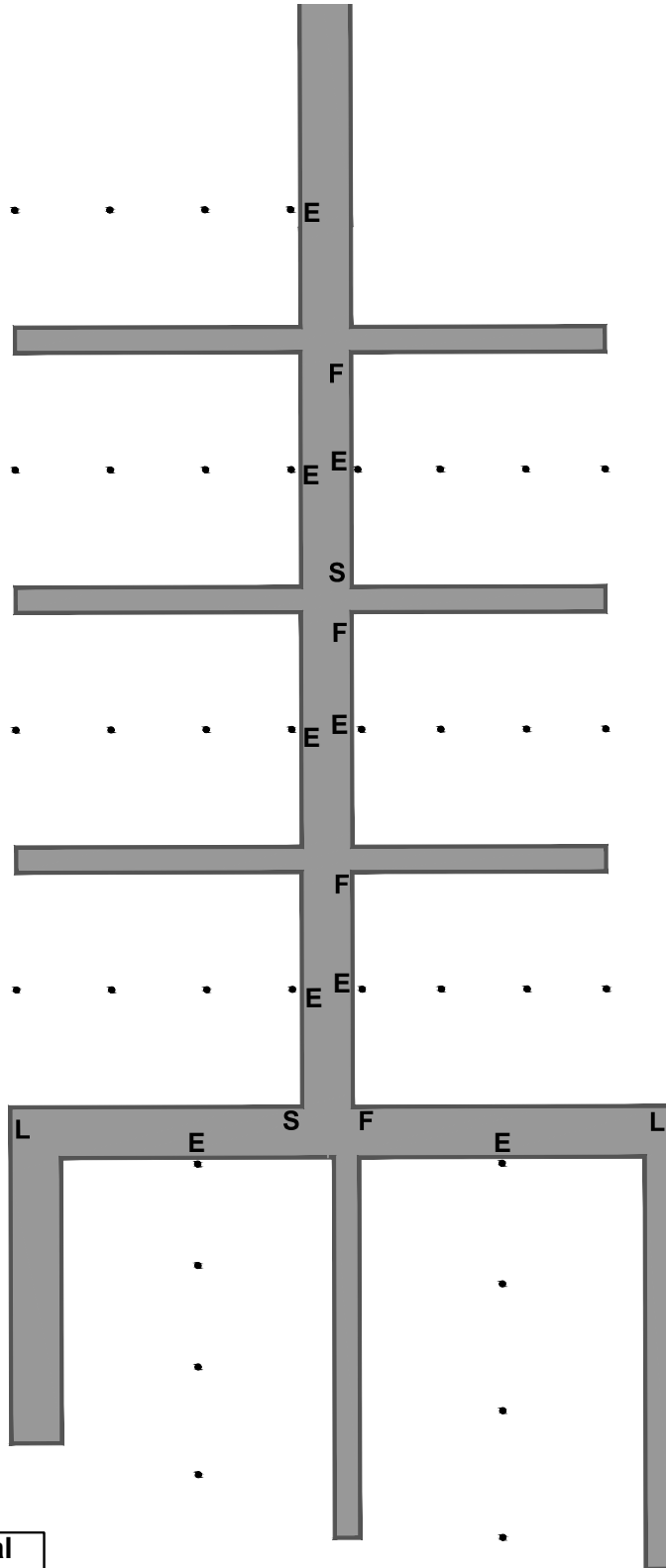
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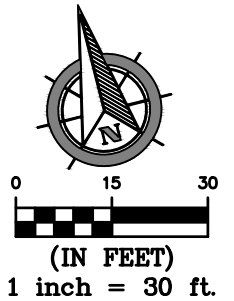
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E	Proposed Power Pedestal
F	Proposed Fire Extinguisher
S	Proposed Standpipe
L	Proposed Safety Ladder



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UTILITY PLAN
Gilligan's Marina Expansion

A B C Amusement Company, c/o Mike Abadie
P.O. Box 5436, Destin, Florida, 32540

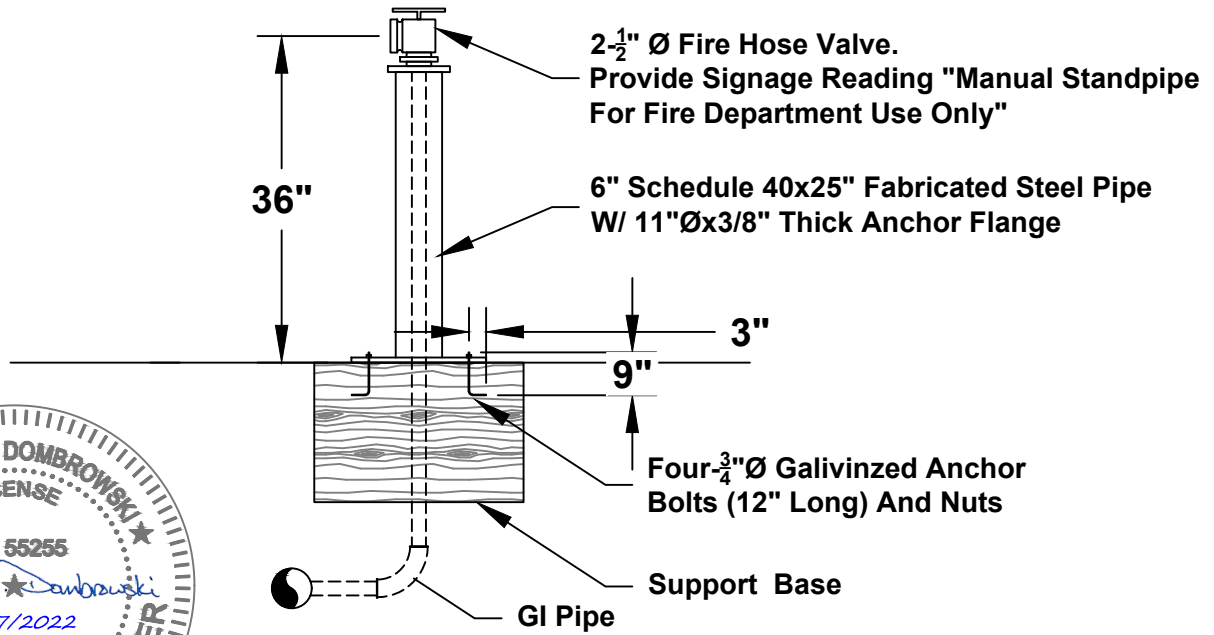
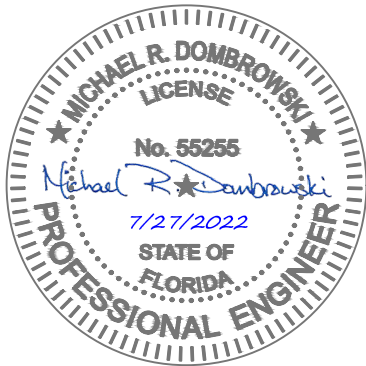
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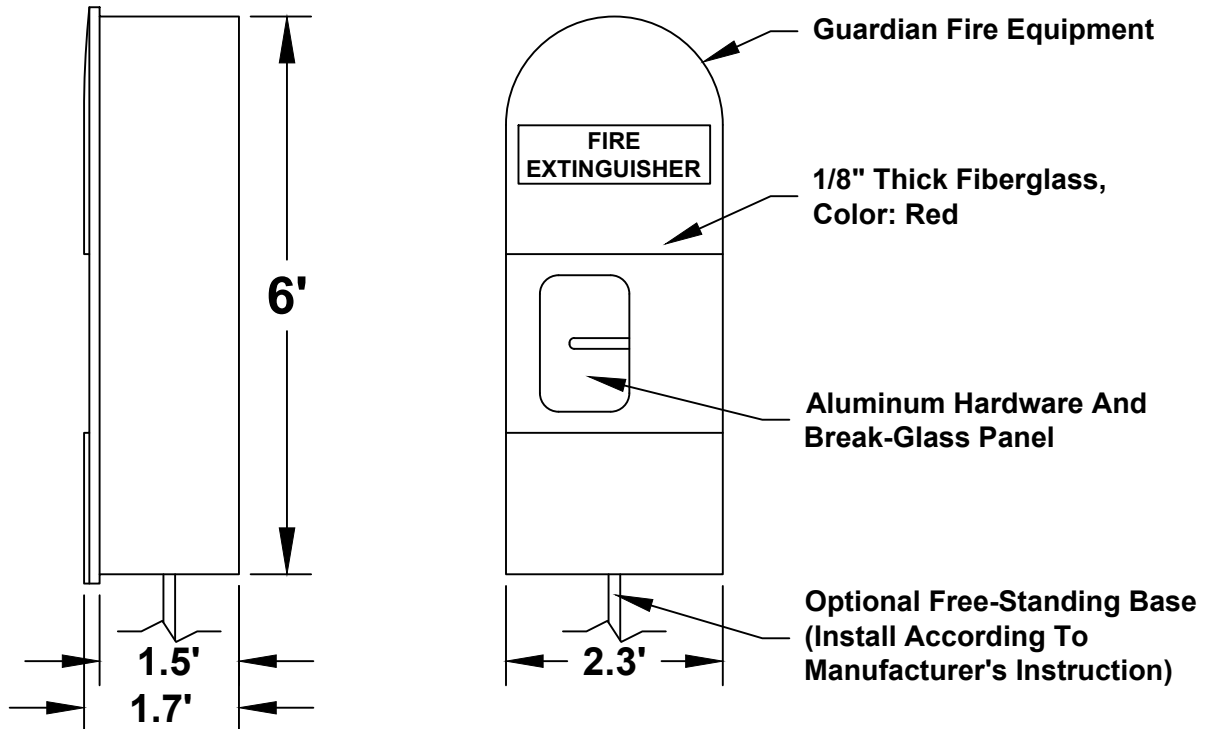
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22-261

SHEET NUMBER
12



STANDPIPE DETAIL

SCALE: N.T.S.



FIRE HYDRANT CABINET DETAIL

SCALE: N.T.S.



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TYPICAL FIRE PROTECTION DETAILS Gilligan's Marina Expansion

A B C Amusement Company, c/o Mike Abadie
P.O. Box 5436, Destin, Florida, 32540

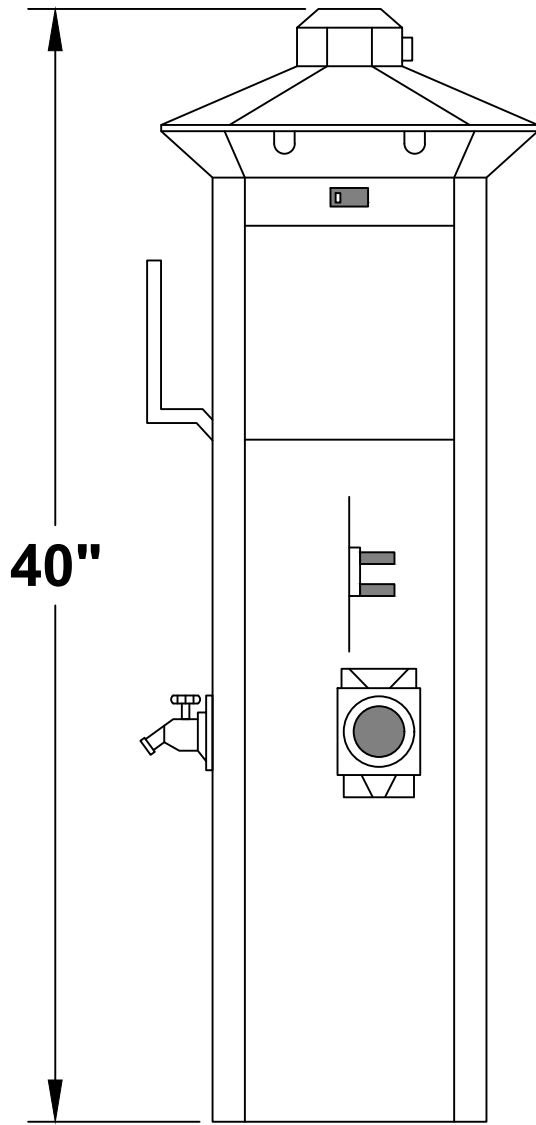
Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

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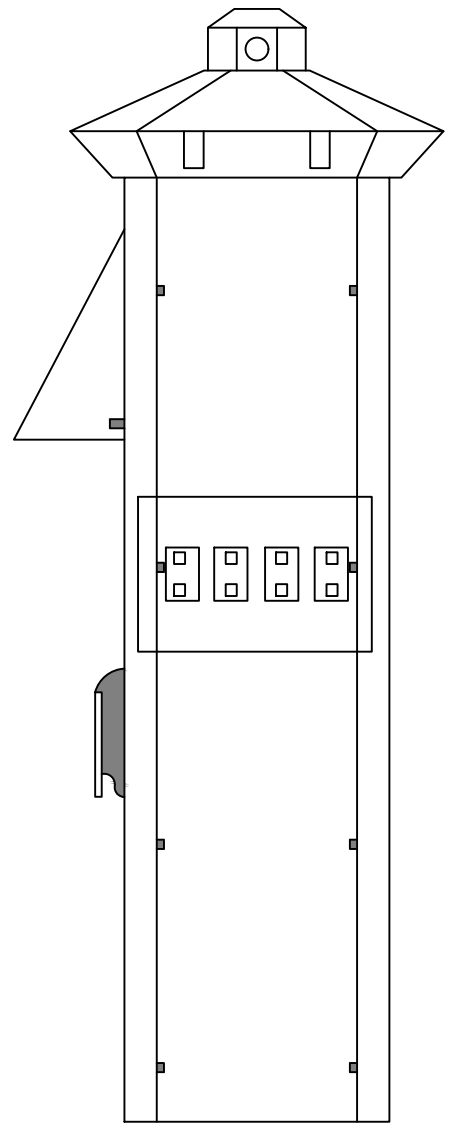
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22-261

SHEET NUMBER
13



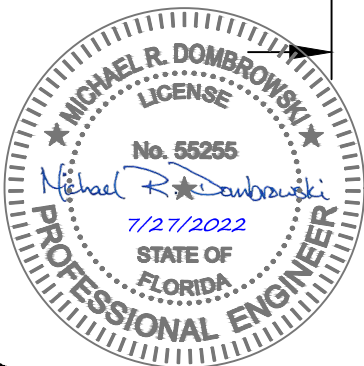
40"

9.875"



9.563"

N.T.S.



543 Harbor Boulevard, Suite 204
Destin, Florida 32541
Certification of Authorization Number 9482
850.654.1555 (voice) • 850.654.0550 (fax)
www.mrd-associates.com

TYPICAL POWER PEDESTAL DETAIL
Gilligan's Marina Expansion

A B C Amusement Company, c/o Mike Abadie
P.O. Box 5436, Destin, Florida, 32540

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: July 27, 2022

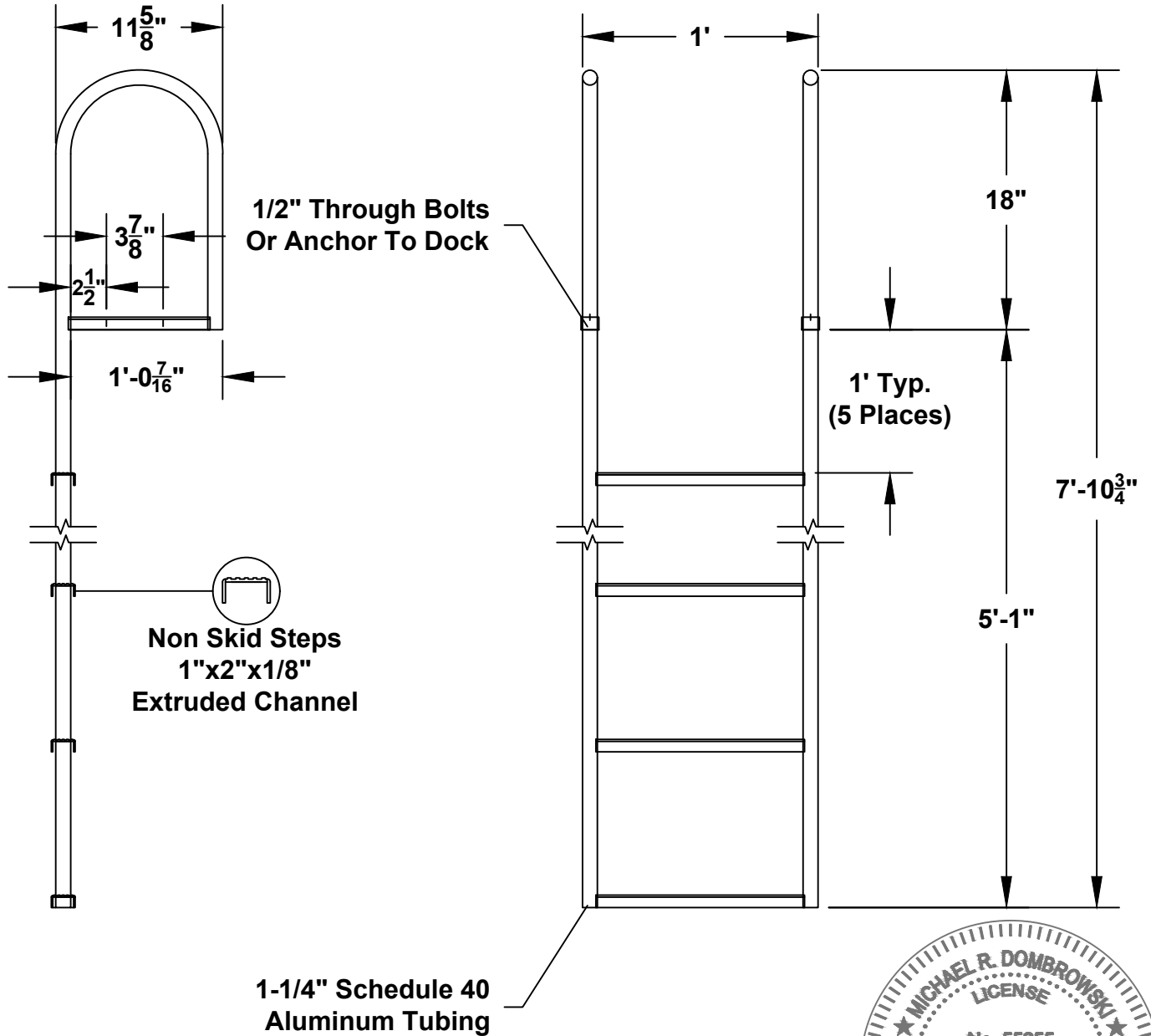
Sheet Rev Date:

PROJECT NUMBER
22-261

SHEET NUMBER
14

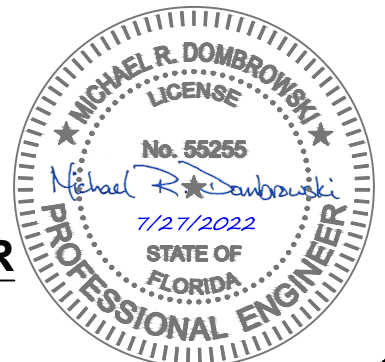
NOTE:

Safety ladders, approved by Engineer, to be placed at locations shown on plan.



TYPICAL SAFETY LADDER

SCALE: N.T.S.



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TYPICAL LADDER DETAIL
Gilligan's Marina Expansion

A B C Amusement Company, c/o Mike Abadie
P.O. Box 5436, Destin, Florida, 32540

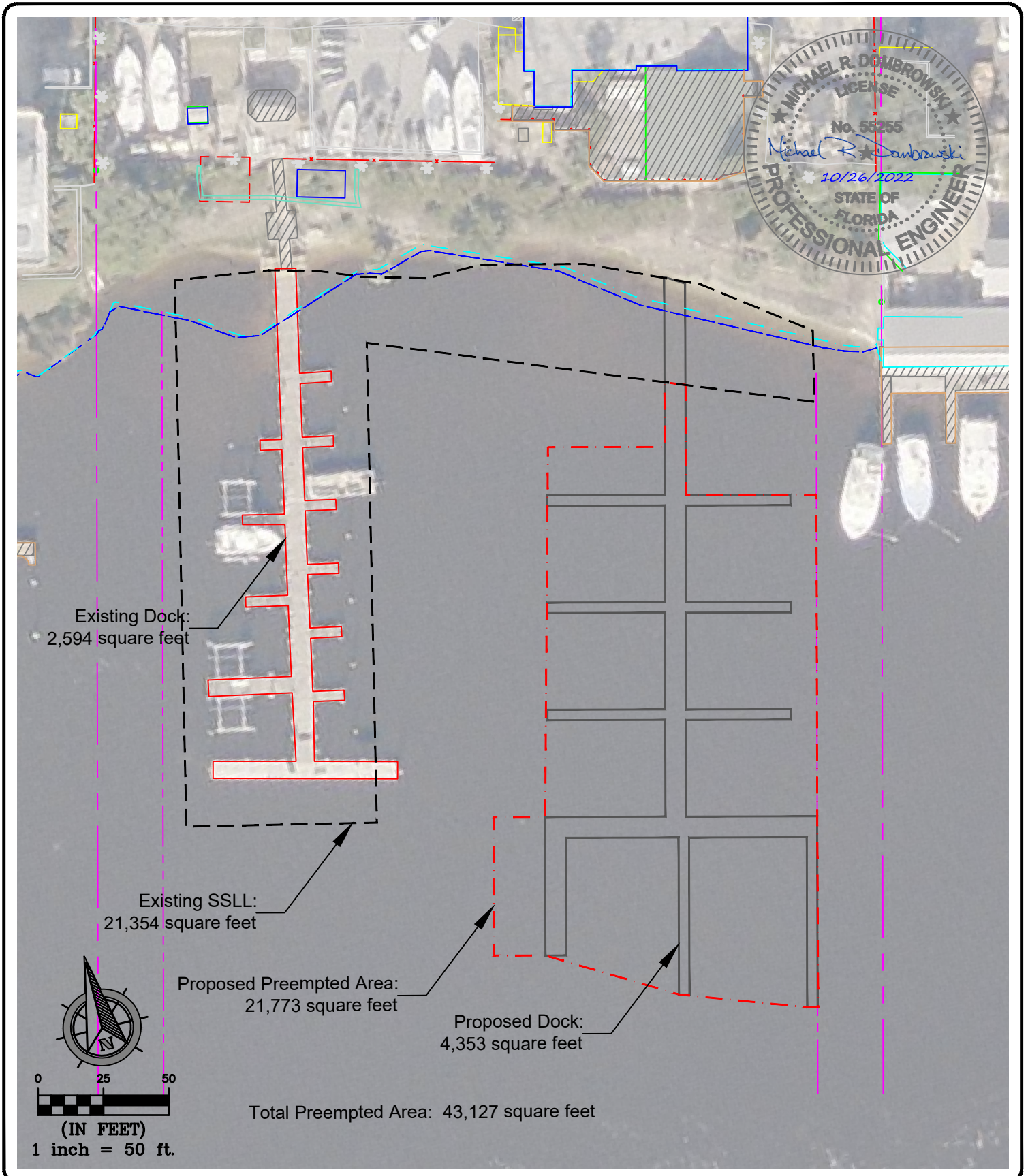
Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: July 27, 2022

Sheet Rev Date:

PROJECT NUMBER
22-261

SHEET NUMBER
15



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EXISTING AND PREEMPTED AREAS
Gilligan's Marina Expansion

A B C Amusement Company, c/o Mike Abadie
P.O. Box 5436, Destin, Florida, 32540

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: July 27, 2022

Sheet Rev Date: October 26, 2022

PROJECT NUMBER
22-261

SHEET NUMBER
16

NOTES:

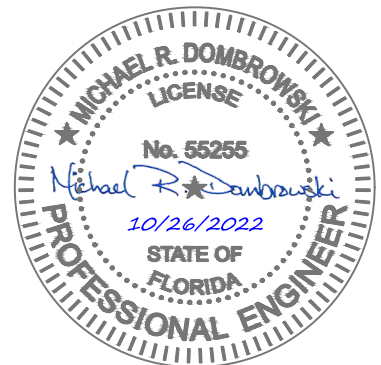
- Drawing referenced to Florida State Plane North, North American Datum of 1983 (NAD 83).
- Elevations shown hereon are based on North American Vertical Datum of 1988 (NAVD 88).
- Boundary, topographic and Bathymetric survey performed by performed by Gustin, Cothorn & Tucker, Inc. dated July 26, 2022
- Construction shall not violate State of Florida water quality standards.
- Materials are subject to change. Pile dimensions will be determined during final design.
- Aerial photography obtained from LABINS.org and flown 2016. The location of all objects in the photograph are approximate and may not represent currently existing conditions.
- The location of turbidity curtains shown on these drawings is for illustrative purposes only. Turbidity curtains will be located to best assure water quality standards and relocated as construction activities warrant to ensure water quality standards are maintained throughout construction.
- Proposed boardwalk and retaining wall to be constructed landward of mean high water line (MHWL)

DOCK SCHEDULE:

- Fixed timber pier:
 - 17 slips
 - 4,189 ft² of deck area
 - Wood pilings with wood pile caps and wood decking. Final material selection will be determined during final design
- Mooring Piles:
 - 36 timber mooring piles
 - Timber mooring piles shall be southern pine, pressure treated with chromated-copper-arsenate (CCA), water bourne preservative, 2.5 pounds dry chemical retention per cubic foot in accordance with AWWA standards C3 and C18.

UTILITIES:

- No liveboards are proposed at this facility.
- NFPA Fire Stations.
- Power Station to be Lighthouse Power Pedestal, as manufactured by Marina Power & Lighting, Inc. or approved equal.



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GENERAL NOTES
Gilligan's Marina Expansion

A B C Amusement Company, c/o Mike Abadie
P.O. Box 5436, Destin, Florida, 32540

Michael R. Dombrowski, P.E.
Florida P.E. Number 55255

Date: July 27, 2022

Sheet Rev Date: October 26, 2022

PROJECT NUMBER
22-261

SHEET NUMBER
17

**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Michael Abadie am
presently the owner and/or leaseholder at ABC AMUSEMENT COMPANY, and desiring
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do
make, constitute and appoint Michael Dombrowski
whose address is 543 Harbor Boulevard # 204, 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: Gilligan's Marina Expansion.

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."

OWNER

Mike Abadie
Signature

Mike Abadie
Printed Name

STATE OF Florida
COUNTY OF Okaloosa

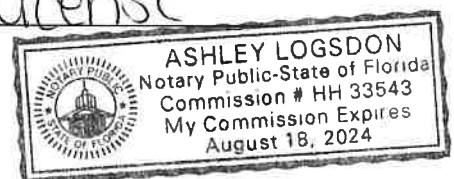
The foregoing instrument was acknowledged before me by means of physical presence ☒ or
online notarization ☐ this 31 day of October, 2022.

By: Michael Abadie
(Print name)

Personally known ☐ OR Produced Identification Drivers License

Ashley Logsdon
Notary Signature

Seal:





Community Development

Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

February 15, 2023

Subject: Notification of Development Project: Gilligan's Marina Expansion Variance Request
City of Destin Project Number: 22-65-VR

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a Variance Request. This application is currently under review by members of the Technical Review Committee. As an owner of property located within 300 feet of this project, **Section 2.17.00 of the Destin Land Development Code (LDC)** requires a written notice providing you the following information.

This notice is for informational purposes only. No action is required on your part.

1. Name of Owner: ABC Amusement CO
2. Name of Agent: Michael Dombrowski, P.E. of mrd associates, inc.
3. Address of Project: 530 Harbor Blvd
4. Parcel ID Number: 00-2S-22-0630-0000-03A1; 00-2S-22-0630-0000-03A2;
00-2S-22-0630-0000-03A3
5. Project Description: This is an application for approval of a Variance Request. The applicant is seeking relief from *Land Development Code (LDC) Section 11.05.01.F & 11.05.01.G*, which relates to maximum allowable dock length, due to the existing bathymetry of the property and Florida Department of Environmental Protection (FDEP) requiring at least one-foot of clearance from the deepest part of the vessel to the submerged bottom at Mean Low Water (MLW).
6. Location Map: Please refer to the back of this letter.
7. Location of Application Package: Copies of the above-mentioned applications and materials may be requested by public records request. Please call (850) 837-4242 for the City Clerk. The public is encouraged to provide written and/or verbal comments on the above-referenced matters. To fill out a public records request online, see link: <http://www.cityofdestin.com/forms.aspx?fid=121>.

If you have any questions, please do not hesitate to call (850) 654-1119.

Sincerely,

Christopher Willis

Christopher Willis
Planner



cc: Louis Zunguze, MURP, Community Development Director
Planning Division
Project File and Letter Log



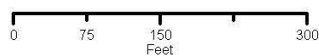
LEGEND



300' Noticing Area



Development Area



Destin Harbor

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: March 1, 2023
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

FROM: Daniel Butler, Senior Planner

DATE: February 22, 2023

SUBJECT: BOA-000995-2023 – Destin Cottages Variance Request

I. BACKGROUND: This is an application for approval of a Variance Request regarding Destin Cottages, an approved Planned Unit Development (PUD) containing twelve (12) single-family homes. The applicant is requesting relief from ***LDC Section 8.09.03.A.6.b & LDC Section 8.09.03.A.6.c***, which relates to pedestrian amenities required within the Multi-Modal Transportation District (MMTD), such as sidewalk buffers, benches, and trash receptacles within the development. Also, the applicant is seeking to revise the approved Lighting Plan regarding pedestrian scaled lighting within the development, required per ***LDC Section 8.09.03.A.6.e***. The subject project is located at 318 Sibert Avenue & 412 Kelly Street (Parcel IDs: 00-2S-22-0716-000H-0010; 00-2S-22-0310-000D-1710; 00-2S-22-0310-000D-1700).

Applicant: Brad Fletcher of Destin Cottages Development, LLC

Location: 318 Sibert Avenue & 412 Kelly Street, Destin, FL 32541

Size of Property: 1.83 acres

Current Zoning: Low Density Residential – Village (LDR-V)

Future Land Use Map Classification: Low Density Residential (LDR)

Comprehensive Plan Compliance: N/A

Legal Notice: The legal notice for the proposed variance request was submitted for

publication in the Northwest Florida Daily News with publication dates of February 19, 2023 and February 24, 2023.

Request: The applicant is requesting relief from *LDC Section 8.09.03.A.6.b & LDC Section 8.09.03.A.6.c*, which relates to pedestrian amenities required within the Multi-Modal Transportation District (MMTD), such as sidewalk buffers, benches, and trash receptacles within the development. Also, the applicant is seeking to revise the approved Lighting Plan regarding pedestrian scaled lighting within the development, required per *LDC Section 8.09.03.A.6.e*.

As stated above, the applicant is requesting a variance from:

LDC Section 8.09.03.A.6.b, Sidewalk buffer –

- A minimum buffer area of four feet is required between the street (back of street curb or edge of the pavement) and the required sidewalk width when the posted speed limit on the adjacent street is 25 mph or greater.

LDC Section 8.09.03.A.6.c, Pedestrian amenities –

- A minimum of one bench and one other pedestrian amenity shall be located on either edge of the public sidewalk for every 150 horizontal feet of sidewalk.

LDC Section 8.09.03.A.6.e, Lighting located within the right-of-way –

- Pedestrian-scaled lighting at a height of no greater than 16 feet shall be placed along the public sidewalk in the buffer area or on the edge of the sidewalk nearest to the street. Light poles shall be spaced 80 feet on center. Lighting shall be located as close as possible to the center-point between adjacent street trees to avoid interference by the tree canopy.

II. DISCUSSION: The applicant is proposing to do the following:

- Modify the previously approved Lighting Plan for lighting within the development, as Florida Power & Light (FPL) has already placed the connection areas for such lights without conferring with City Staff.
- Utilize a different model of streetlight within the development, as it is a private street.
- Remove the required pedestrian amenities (benches and trashcans) from within the development.
- Remove the three-foot buffer between the edge of pavement and the sidewalk.

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: Common areas and interior ROW deeded to HOA. As per City staff, variance to change PUD is the recommended method to change minor items in the DO. ROW is private and gated and should be regulated by HOA as per other developments in the City.

Staff Findings: Special conditions do exist in the fact that FPL has already installed the lighting connection areas, although not in the City approved locations, and agree that the PUD nature of the development could remove the pedestrian amenity requirement within the development, since it is private property, maintained by the HOA. However, there are no special conditions that exist in which the landscape buffer would need to be removed. This criteria has been satisfied for the first three requests, but not the fourth.

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

Applicant response:

1. Lighting plan as per Florida Power and Light.
2. Private and gated roads are not typically subject to certain provisions of City Code, but PUD form of the DO requires City approval.
3. Desire to create more contiguous green front yards.

Staff Findings: Florida Power & Light did not install the lights along the private road in accordance with the approved sight plan. As the applicant did not have any control over the lighting installations by FPL this was not a condition or circumstance created by the applicant. The Code language provided for pedestrian amenities reads as if they should be placed along the public sidewalk; therefore, should not be subject to such requirement, since the internal sidewalk is private. The sidewalk buffer language does not differentiate; therefore, the landscaped sidewalk buffer shall remain required, as it could create a safety hazard for pedestrians within the development. This criteria has been satisfied for the first three requests, but not the fourth.

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 applicant did not provide a response to this item.

Staff Findings: Granting the first three items, as previously noted, 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. However, as all developments within the City are required to provide a sidewalk buffer, granting this specific request would

grant a special privilege to the applicant. This criteria has been satisfied for the first three requests, but not the fourth.

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: No deprivation of Rights are assumed. Planning staff has recommended this variance process to make the changes that are [approved but not ratified.]

Staff Findings: Staff has not approved any changes, but rather informed the applicant of the appropriate process in which to pursue to propose the changes. Whatever requests are granted tonight, if any, a Development Order Deviation shall be required to record the changes in site plans. The literal interpretation of the LDC does not deprive the applicant any rights as would be enjoyed by other properties. However due to actions by FPL, and a desire to not encourage the public to walk through the private development, it would deprive the applicant of certain privacy privileges enjoyed by other properties. Requiring the sidewalk buffer, would not deprive the applicant of any rights. This criteria has been satisfied for the first three requests, but not the fourth.

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 requested affects only the residents of the 12 lots within the gated community.

Staff Findings: These requests do not effect the use of the land; however, granting the fourth request, as previously noted, would create a potential safety conflict. This criteria has been satisfied for the first three requests, but not the fourth.

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: Zoning issues are not the subject of this variance request.

Staff Findings: Granting the first three requests of this variance would not be injurious to the area involved or otherwise detrimental to the public welfare; however, removing the sidewalk buffer could potentially be injurious to the residents of the development.

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

III. CONCLUSION: The applicant is proposing to do the following:

- Modify the previously approved Lighting Plan for lighting within the development, as Florida Power & Light (FPL) has already placed the connection areas for such lights without conferring with City Staff.
- Utilize a different model of streetlight within the development, as it is a private street.
- Remove the required pedestrian amenities (benches and trashcans) from within the development.
- Remove the three-foot buffer between the edge of pavement and the sidewalk.

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 three of the four items requested. Approval of the first three requests listed above will not afford privileges to the applicant not afforded to other properties within the same zoning district. However, granting the fourth request would afford special privileges to the applicant.

Therefore, Staff recommends the Board of Adjustment approve the request to modify the lighting plan per FPL installed locations, utilize a different model of streetlight within the development, and to remove the pedestrian amenities within the development, providing them along Sibert and Kelly, but not to approve the request to remove the three-foot landscaped buffer between the edge of pavement and sidewalk.

IV. RECOMMENDED MOTION: I move to grant the variance in part, and deny it in part as follows: DENY the request to remove the three-foot landscaped buffer between the edge of pavement and sidewalk and APPROVE the proposed request to modify the lighting plan per FPL installed locations, utilize a different model of streetlight within the development, and to remove the pedestrian amenities within the development, provided the following condition is met:

1. That the pedestrian amenities previously required along the private street be placed along Kelly St. and Sibert Ave.

ALTERNATE MOTION:

I recommend that the Board of Adjustments approve/approve with conditions/deny the proposed Variance Request 22-55-VR.

Attachments:

1. Variance Request Letter
2. Addition to Letter
3. Destin Cottages Revised Lighting Plan
4. DO-21-19_Destin Cottages
5. Special Warranty Deed

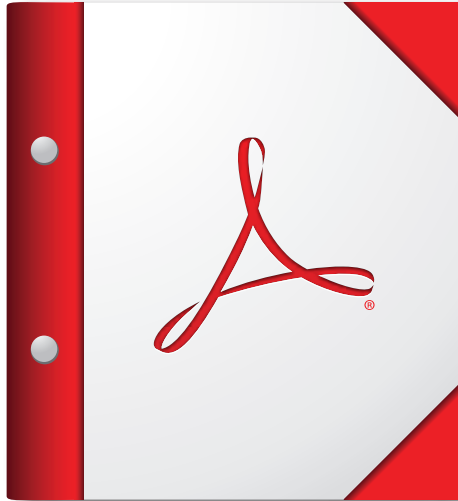
Sirs,

I am requesting your approval of minor changes within the Destin Cottages Development located at 318 Sibert Avenue and 412 Kelly St. This development consists of a fenced and gated community of 12 lots for which single family housing is proposed.

The Development Order granted by the City is in the form of a Planned Urban Development or PUD. As such, City Planning Staff has determined that minor changes must be ratified by the Board of Variance. Both the Common Areas of the PUD and the ROW of the PUD are deeded to the HOA. As such, they would normally not be subject to certain codes of the City but since these items are denoted in the PUD plans, they are subject to review.

Requested:

1. Florida Power and Light asked to modify the current lighting plan within the development. They are providing a proposed plan that aligns the lighting with the placement of the homes and their power pedestals.
2. Florida Power and Light no longer offer the type of lighting proposed in the PUD. Further, although we agree to use the new specifications of model in the City ROW, we desire to use our own model within the PUD to more conform to the ambiance of the project.
3. The PUD is both gated and fenced with controlled pedestrian and auto access. Currently, the plans call for benches and trash cans to be placed every 150' on the sidewalks. There will be five of these within the PUD and two outside of the PUD. We are requesting that the five benches and trashcans within the PUD be removed as there will be limited access within the PUD to the general public and the aesthetics of the trash and benches in the narrow ROWs.
4. The PUD calls for a three foot pedestrian buffer of grass between the sidewalks and the asphalt. We would like to remove the buffer and place the sidewalks against the asphalt. This will allow more contiguous green space for yards and landscaping.



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Destin Cottages

Lighting Design Layout

Revision 1

Destin Cottages

Drawn By: Gerard Mead

Revision 1

Date: 1/11/2023

Scale:

#	Date	Comments

Revisions



Page 1 of 7

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	6	0056TP4AR3X10030XXE	Single	K56-T-P4AR-III-100(SSL)-7030-DALI		1.000	6311	98.2	589.2

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	0.41	3.9	0.0	N.A.	N.A.

Luminaire Location Summary							
LumNo	Label	Insertion Point	X	Y	Mtg Height	Orient	Tilt
1	0056TP4AR3X10030XXE		100	83	14.6	0	0
2	0056TP4AR3X10030XXE		101	-82	14.6	0	0
3	0056TP4AR3X10030XXE		167	-131	14.6	211.264	0
4	0056TP4AR3X10030XXE		318	-205	14.6	90	0
5	0056TP4AR3X10030XXE		418	-202	14.6	90	0
6	0056TP4AR3X10030XXE		517	-204	14.6	90	0
Total Quantity: 6							

Destin Cottages

Page 2 of 7

Drawn By: Gerard Mead

Revision 1

Date: 1/11/2023

Scale:

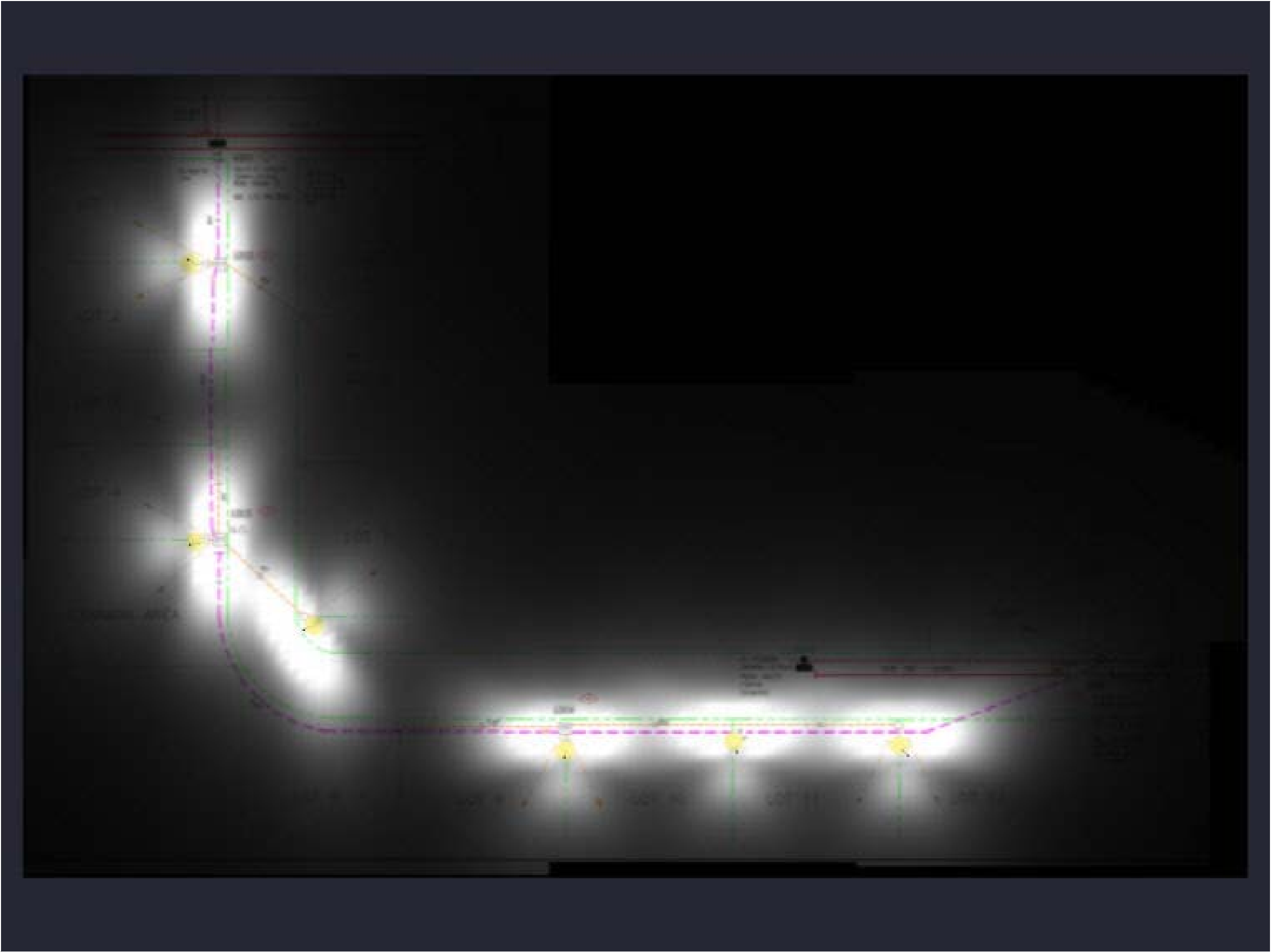
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Date

Comments

Revisions

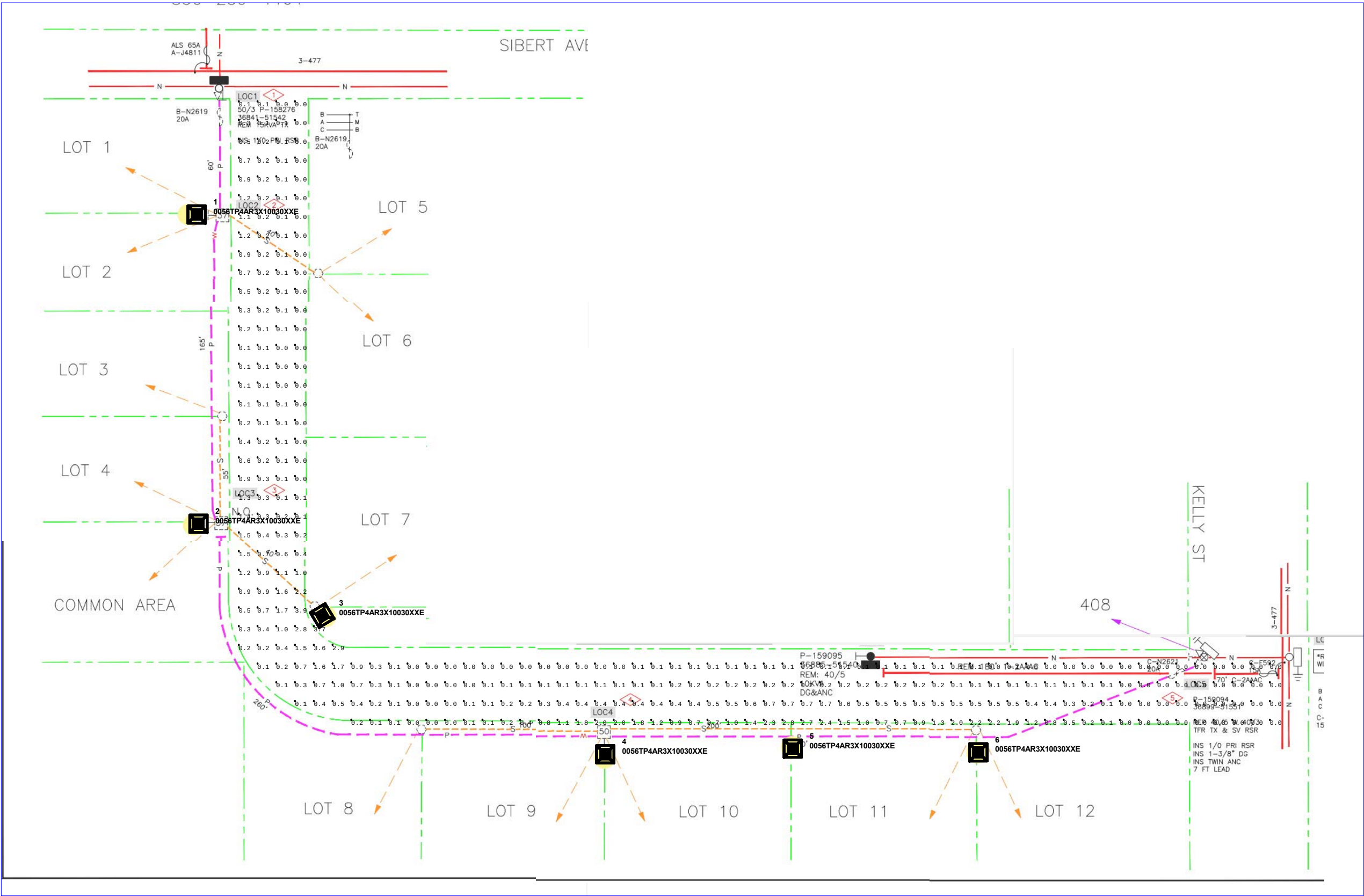




Destin Cottages

Drawn By: Gerard Mead
Revision 1
Date: 1/11/2023
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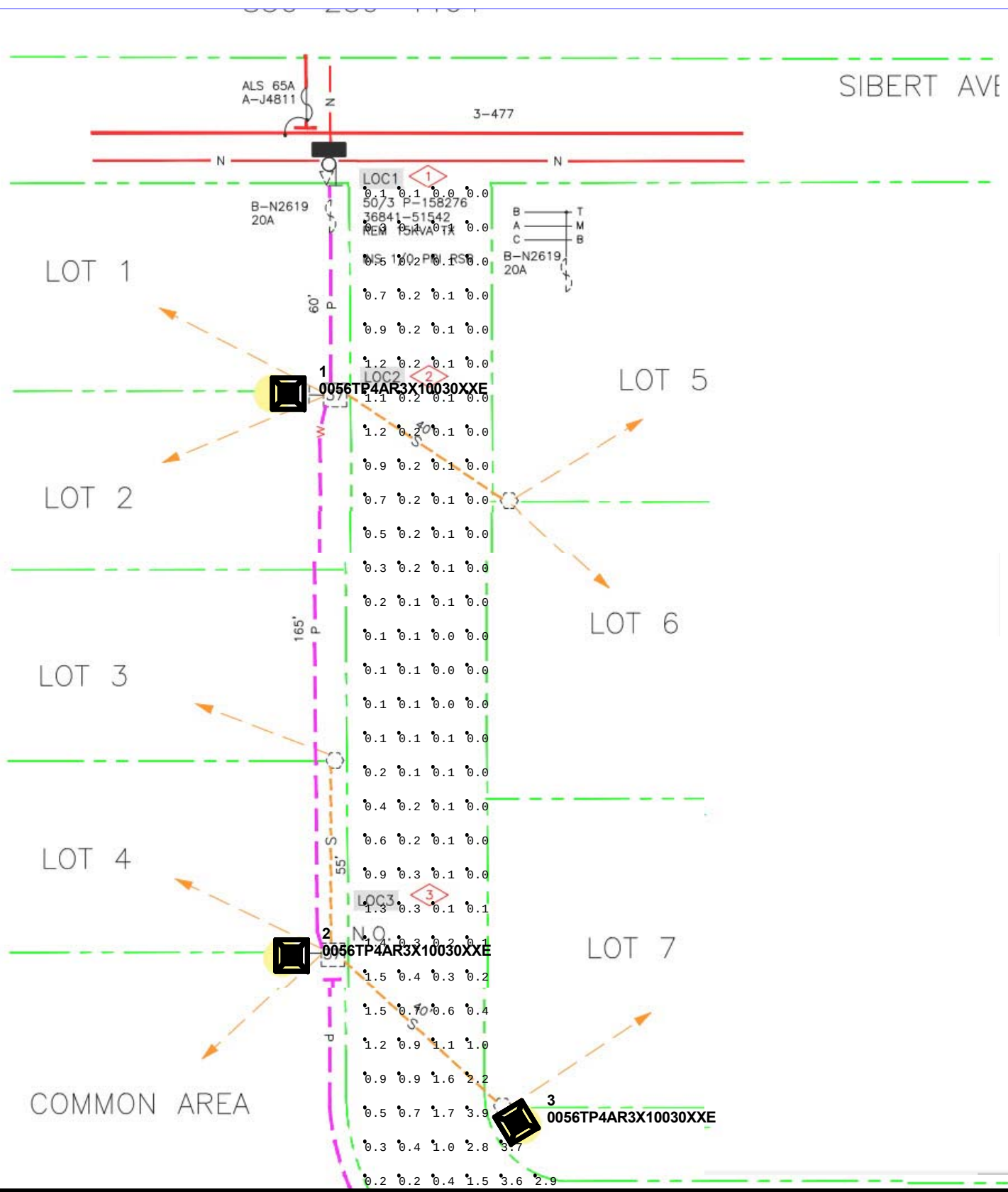
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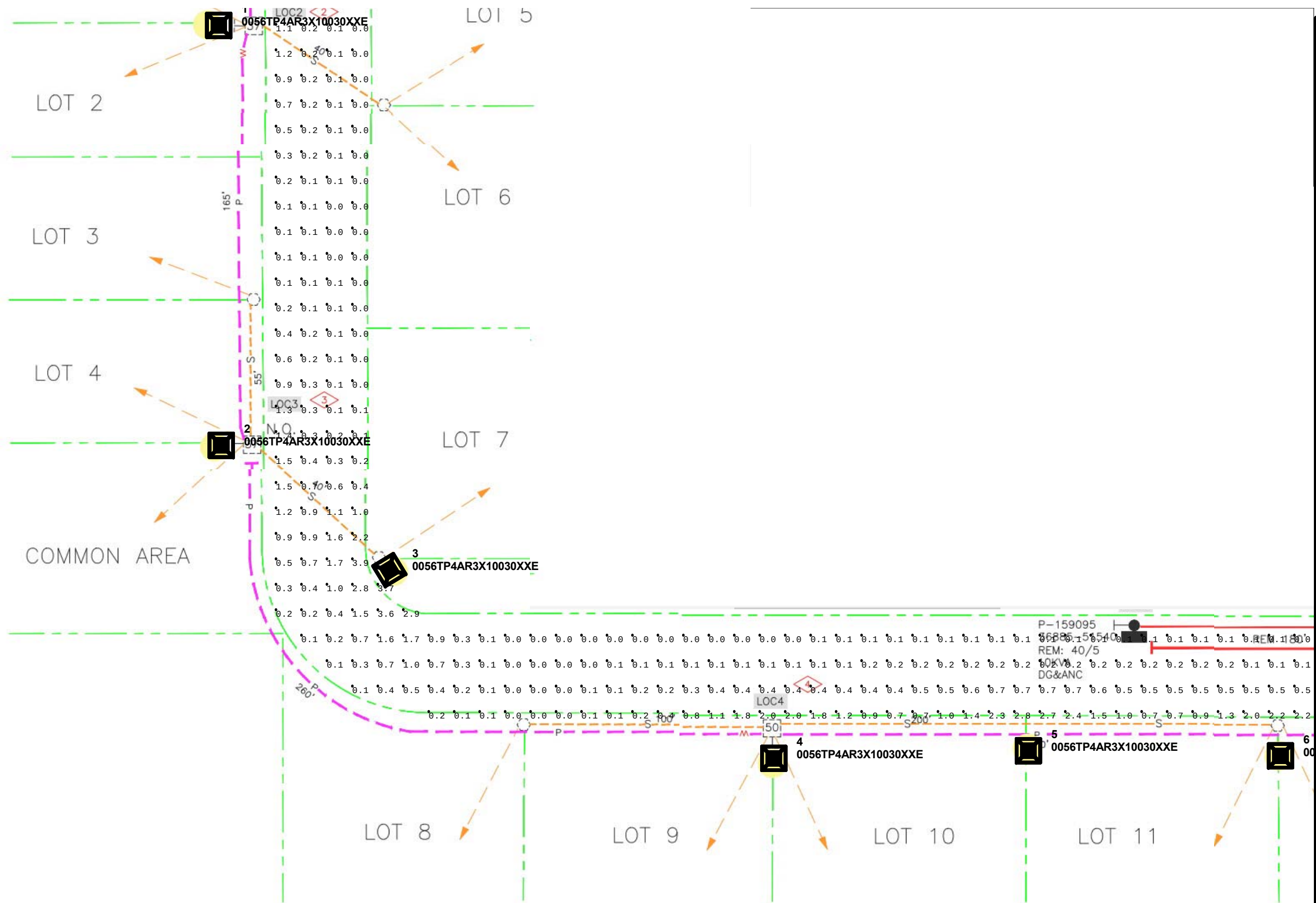


Revisions		
#	Date	Comments

Drawn By: Gerard Mead
Revision 1
Date: 1/11/2023
Scale:

Destin Cottages



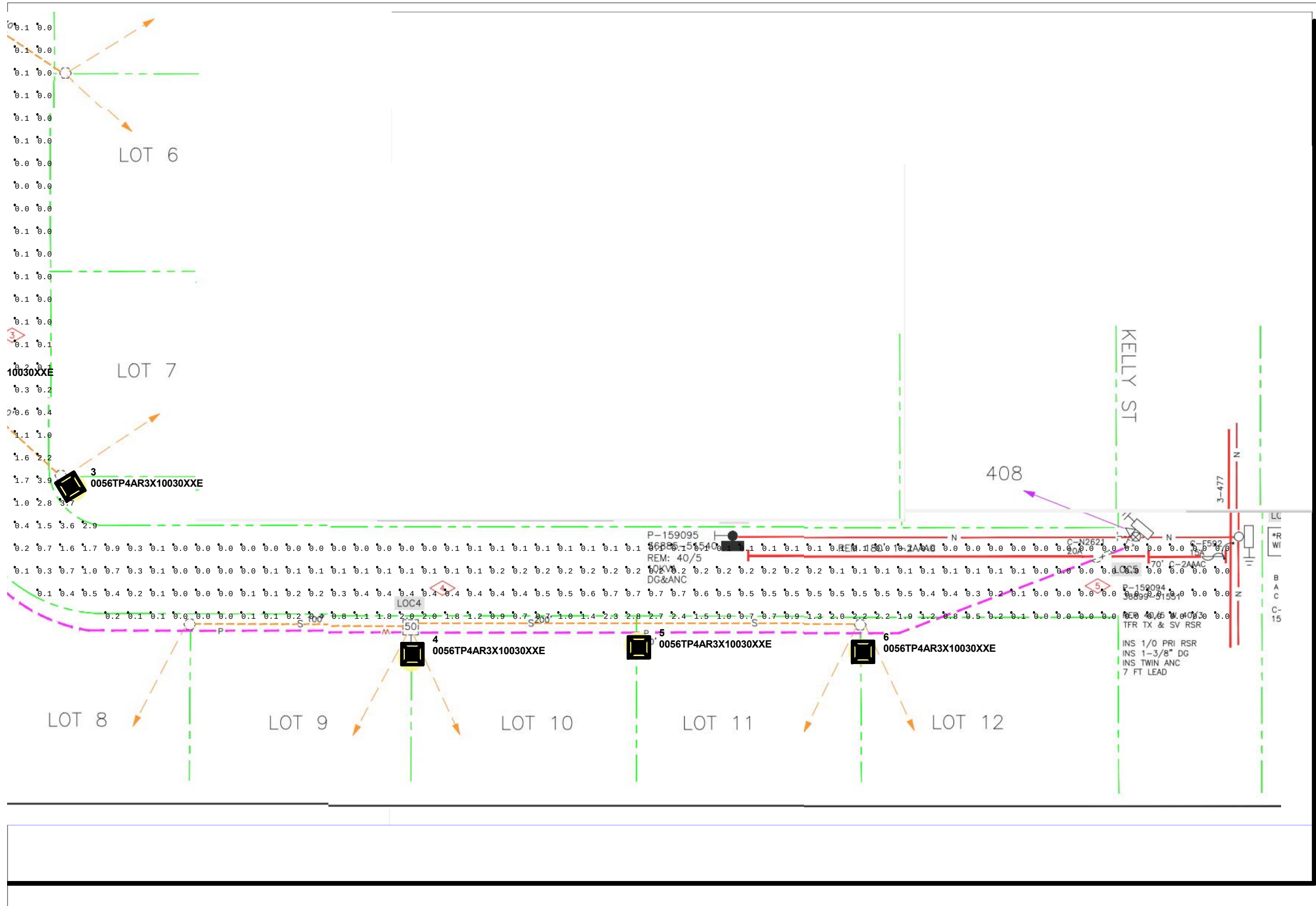


#	Date	Comments

Revisions

Drawn By: Gerard Mead
Revision 1
Date: 1/11/2023
Scale:

Destin Cottages



Revisions		
#	Date	Comments

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Revision 1
Date: 1/11/2023
Scale:

Destin Cottages



Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

November 10, 2021

Development Order No. 21-19

Final Development Order:

DESTIN COTTAGES PLANNED UNIT DEVELOPMENT & MAJOR SUBDIVISION (20-19-SP) & (20-20-MS)

Based upon the City's approval and issuance of this Development Order on November 10, 2021, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

Edwin L. Stanford, on behalf of the Fletcher Lisa Trust, is requesting a Planned Unit Development and Major Subdivision preliminary plat approval. The project is located at 318 Sibert Ave & 412 Kelly St (Parcel IDs: 00-2S-22-0310-000D-1700, 00-2S-22-0310-000D-1710, and 00-2S-22-0716-000H-0010). The properties total approximately 2.52 acres and will consist of a private gated development with 12 single-family residences, along with the associated infrastructure and platting.

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the site construction plans (Exhibit A) and the preliminary plat (Exhibit B), approved on September 7, 2021.
2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

CONDITIONS OF APPROVAL:

1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **September 7, 2021** (no later than **September 7, 2022**), and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (Article 2, Section 2.21.00).

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (Article 2, Section 2.21.00).

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review Article 2, Section 2.21.00, of the Destin Land Development Code for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for “Destin Cottages” will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**
 - A. Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with Article 2, Section 2.10.00 of the Land Development Code to maintain concurrency, or
 - B. Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under Article 6 of the Destin Land Development Code.
3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):
 - A. Disturbance of the City's Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Services Department prior to issuance of building permits, unless otherwise exempted by the Public Services Director).
 - B. Pavement cuts.
 - C. Construction of any kind.
 - D. Clearing, grubbing, or demolition.
 - E. Paving, grading, drainage, sidewalks.
 - F. Signage.
 - G. Installation of utilities.
 - H. Construction trailers.



4. The following items must be addressed in the appropriate order:

- A. **Prior to the issuance of any City Permit**, a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to section 7.01.02(B) of the Land Development Code for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.
- B. **Prior to the Commencement of Construction**, a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in Destin Code of Ordinances, Section 6-51 *Screen Criteria*.
- C. **Prior to the issuance of any City Permit**, obtain a Florida Department of Transportation Right-of-Way Construction Permit and submit copy to the City Engineer (if applicable).
- D. **Prior to the issuance of any City Permit**, obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre. If the site is less than 1 acre, provide an erosion control plan in accordance with LDC Article 11.
- E. **Prior to the issuance of any City Permit**, a copy of the Northwest Florida Water Management District (NFWFMD) storm water permit and a NPDES storm water construction generic Permit (if applicable) approval shall be provided.
- F. **Prior to the issuance of a Certificate of Occupancy**, the developer/owner, engineer of record and the contractor shall make themselves familiar with LDC Article 11.09.00., Illicit Discharge, and shall comply with the codes, or be subject to enforcement.
- G. **Prior to the issuance of a Certificate of Occupancy**, the developer/owner, engineer of record and the contractor shall make themselves familiar with LDC Article 8, Transportation, and shall comply with the codes, or be subject to enforcement.
- H. **Prior to the issuance of a Certificate of Occupancy**, all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

Final impact fee amounts will be determined at the time of building permit submittal and reevaluated at the time a Certificate of Occupancy is requested
- I. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.
- J. **Prior to the issuance of a Certificate of Occupancy**, a Stormwater Operation/Maintenance Plan (SWOMP) approved by the City shall be acknowledged and signed by the Owner.

K. **Prior to the issuance of a Certificate of Occupancy**, assigned address number for the buildings shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts with Arabic numerals not less than three inches in height and one-half inch in width. Numbers must be in a color contrasting to the building or other background. Assigned numbers for principal buildings which are not visible from the street or private way shall additionally be displayed at the intersection of the driveway and servicing street, and attached to a post, wall, fence or mailbox at a level to ensure visibility. *Ref. LDC Section 7.18.04.*

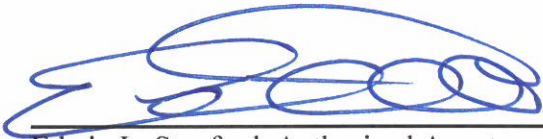
L. Per Land Development Code (LDC) Article 7.09.03.1.d, pitched roofs are required to cover not less than 60 percent of the roof surface on all buildings. A minimum pitch of 5:12 and a maximum pitch of 12:12 are required for the fully pitched roof above the cornice line.



Louis Zunguze, MURP
Community Development Director
City of Destin

11-10-2021

Date



Edwin L. Stanford, Authorized Agent
Core Engineering & Consulting, Inc.

11.3.21

Date

**TECHNICAL REVIEW COMMITTEE REPORT
DESTIN COTAGES
PLANNED UNIT DEVELOPMENT & MAJOR SUBDIVISION
(20-19-SP) & (20-20-MS)**

Applicant: Fletcher Lisa Trust
Agent: Edwin L. Stanford, Core Engineering & Consulting, Inc.
Location: 318 Sibert Ave & 412 Kelly St
Request: The proposed PUD will consist of a private gated development with 12 single-family residences, along with the associated infrastructure and platting
Parcel Size: 2.52 acres, 109,771 square feet
Future Land Use: LDR (Low Density Residential)
Zoning District: LDR-V (Low Density Residential – Village)
Density: 4.76 DU/AC Provided
Intensity: Not applicable
Application Date: June 4, 2020
Approved Site Plan Date: September 7, 2021

DISCUSSION/FINDINGS

Edwin L. Stanford, on behalf of the Fletcher Lisa Trust, is requesting a Planned Unit Development and Major Subdivision preliminary plat approval. The project is located at 318 Sibert Ave & 412 Kelly St (Parcel IDs: 00-2S-22-0310-000D-1700, 00-2S-22-0310-000D-1710, and 00-2S-22-0716-000H-0010). The properties total approximately 2.52 acres and will consist of a private gated development with 12 single-family residences, along with the associated infrastructure and platting.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The property has a Future Land Use Map Designation of Low Density Residential (LDR), and a zoning designation of Low Density Residential – Village (LDR-V). The proposed project is consistent with the Comprehensive Plan and Land Development Code (LDC).

LAND USE

Long-term, single-family detached dwelling is an appropriate use for the LDR future land use designation and is a permitted use in the Low Density Residential – Village (LDR-V) zoning district.

DENSITY

Maximum allowed: 5.81 dwelling units per acre
Provided: 4.76 dwelling units per acre

HEIGHT

Maximum allowed: 35²/3 stories
Provided: Not to exceed 35' or 3 stories

PITCHED ROOF

Minimum required: 60%
Provided: Will be addressed in Permitting phase

FLOOR AREA RATIO

Not applicable

SETBACKS

Front minimum required: 20 feet
Front provided: 20 feet

Side minimum required: 7.5 feet
Side provided: 7.5 feet

Rear minimum required: 10 feet
Rear provided: 10 feet

OPEN SPACE

Minimum required: 25%
Provided: 44.4%

PLATTING

The project is proposing a major subdivision to be processed simultaneously with a planned unit development. The applicant is requesting preliminary plat approval and has met all submittal requirements.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Signed July 30, 2021

Stormwater Management: Signed July 30, 2021

Potable Water/Sanitary Sewer: Signed July 21, 2020

Solid Waste: Signed July 21, 2020

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The submitted traffic analysis dated October 19, 2020 indicates the proposed development is estimated to generate 12 tentative project trips during the PM peak hour. The analysis is consistent with the technical methodology outlined in LDC 6.05.05 and will be used to assist the City in determining the overall success of the MMTD as outlined in Comprehensive Plan Policy 12-4.1.8.

RIGHT-OF-WAY DEDICATION

The project does not include right-of-way dedication.

INGRESS/EGRESS

Vehicular access to the properties is provided by private ROW from accessways within the 100' Kelly Street and 100' Sibert Avenue public ROWs.

PEDESTRIAN NETWORK

The project will complete the 10' wide pedestrian sidewalk along Sibert Avenue, from the property line to Kelly Street. An 8' wide pedestrian network currently exists along Kelly Street.

PARKING:

Required minimum vehicle parking spaces: 24

Provided vehicle parking spaces: 24

Required minimum bicycle parking spaces: N/A

Provided bicycle parking spaces: N/A

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan in a memo dated July 30, 2020.

REFUSE COLLECTION:

All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

WHITE SANDS ZONE

The proposed project is not located within any White Sands Zones.

LANDSCAPING

Front perimeter/common boundary: Exempt per LDC 12.04.04.B

Interior parking landscape: N/A

Buffer zone: Exempt per LDC 12.04.04.D

Street trees required: 9

Preservation and restoration:

Acres of development: 2.52 acres

Reforestation trees required after preservation credits: 0

Preserved/Protected trees removed: 9

Preservation and Reforestation trees required: 9

Total required trees: 18

Total trees provided: 97

SIGNS

All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT FEES:

Final impact fee amounts will be determined at the time of building permit submittal and reevaluated at the time a Certificate of Occupancy is requested. Architectural plans for the single-family units were not provided, so no impact estimates could be provided.

OTHER FEES: NONE**COMMENTS:**

Per Community Development Department:

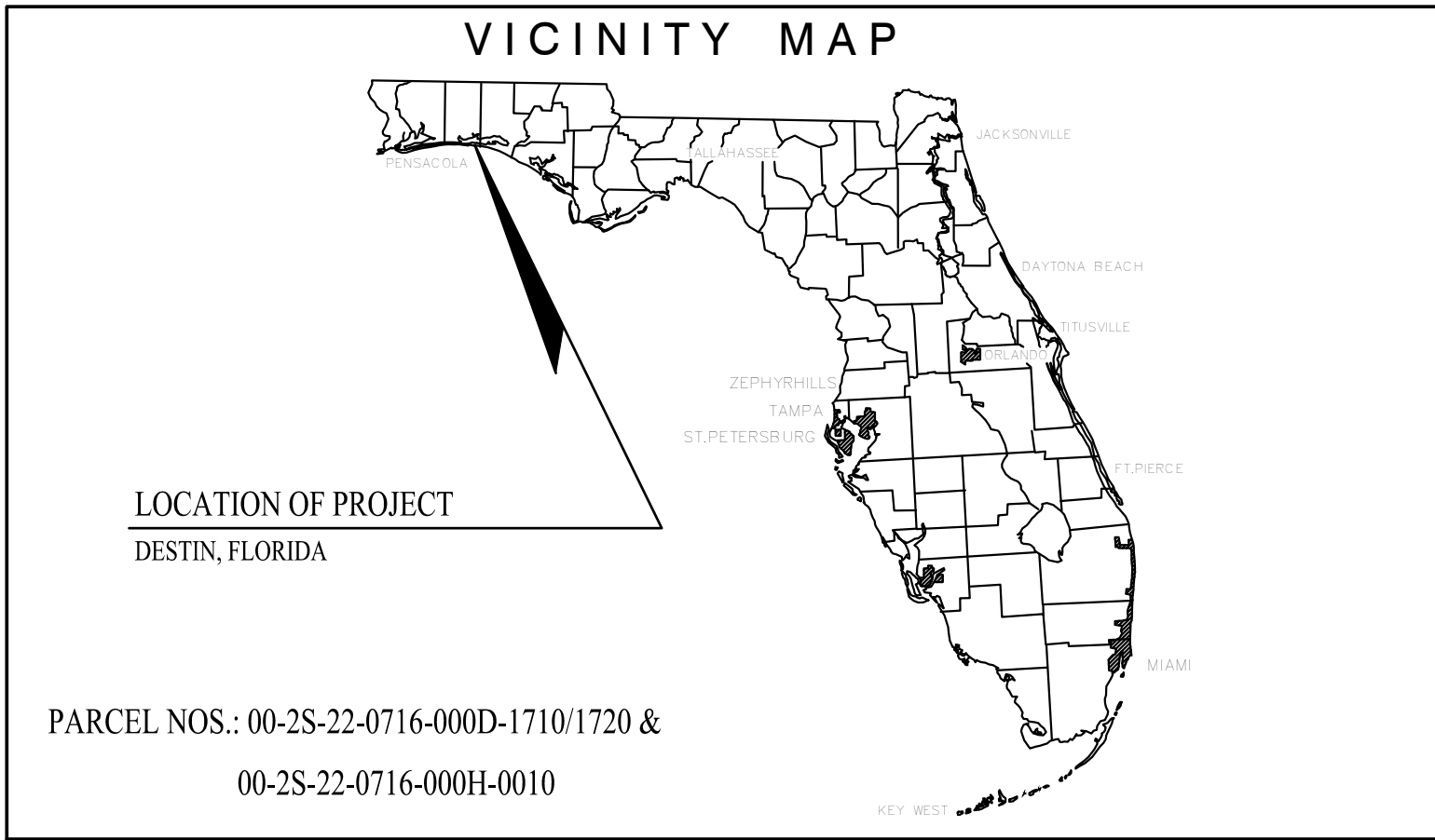
1. **Prior to the issuance of a Clearing Permit**, a clearing plan must be submitted and approved by the Community Development Department.
2. **Prior to the issuance of a Certificate of Occupancy**, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Community Development Departments.

APPROVED

By Daniel Butler at 4:24 pm, Nov 10, 2021

DESTIN COTTAGES

DESTIN, FLORIDA

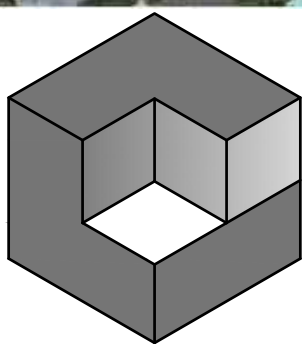
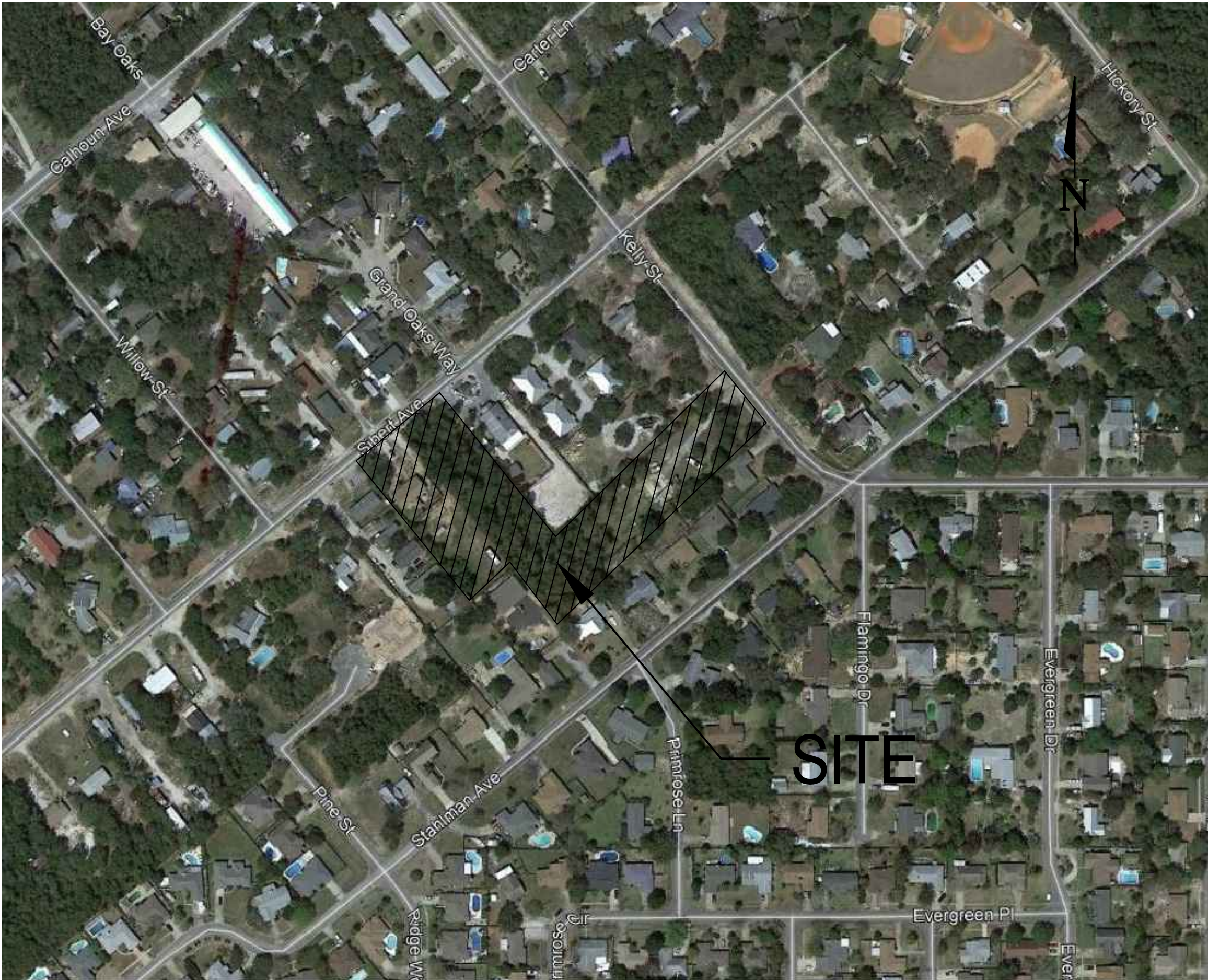


LEGAL DESCRIPTION

AS FURNISHED

PARCEL NO. 1
THE EAST 200 FEET OF THE FOLLOWING: BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 98 WHICH IS 150 FEET NORTHERLY AT RIGHT ANGLES TO RIGHT OF WAY FROM THE POINT ON THE SOUTH RIGHT OF WAY WHICH IS 4100 FEET DUE EAST OF THE EAST LINE OF REVISED SECOND EAST PASS ADDITION TO DESTIN, AS RECORDED IN PLAT BOOK 1, PAGE 19A, OKALOOSA COUNTY, FLORIDA, THENCE EASTERLY ALONG RIGHT OF WAY 320 FEET, THENCE NORTHERLY AT RIGHT ANGLES 263 FEET, THENCE WESTERLY AT RIGHT ANGLES 770 FEET, THENCE SOUTHERLY AT RIGHT ANGLES 263 FEET TO RIGHT OF WAY, THENCE EASTERLY AT RIGHT ANGLES 450 FEET TO POINT OF BEGINNING.

PARCEL NO. 2
COMMENCING AT A POINT ON THE NORTH R/W OF U.S. 98 WHICH IS 150 FEET NORTHERLY AT RIGHT ANGLES TO R/W FROM THE POINT ON THE SOUTH R/W WHICH IS 4100 FEET DUE EAST OF THE EAST LINE OF REVISED SECOND EAST PASS ADDITION TO DESTIN, PLAT BOOK 1, PAGE 19A, OKALOOSA COUNTY, FLORIDA, THENCE EASTERLY ALONG R/W 70 FEET TO POB THENCE CONTINUE EASTERLY ALONG R/W 50 FEET, THENCE NORTHERLY AT RIGHT ANGLES 263 FEET, THENCE WESTERLY AT RIGHT ANGLES 50 FEET, THENCE SOUTHERLY AT RIGHT ANGLES 263 FEET TO POB.



CORE ENGINEERING & CONSULTING, INC.

CIVIL & ENVIRONMENTAL ENGINEERING
3997 COMMONS DRIVE W. PHONE: (850) 650-2646
SUITE F FAX: (850) 837-1576
DESTIN, FLORIDA 32541 WEB: WWW.CORECONSULTING.COM
CERTIFICATE OF AUTHORIZATION NO. 28155

PREPARED FOR:

LISA A. FLETCHER TRUST
9 WEEKEWACHEE CIRCLE
DESTIN, FL 32541

Contact: Brad Fletcher

UTILITY CONTACT INFORMATION:

CONTRACTOR SHALL HAVE ALL EXISTING BURIED UTILITIES "LINE SPOTTED" BY CALLING 1-800-432-4770 "CALL SUNSHINE" OR BY CONTACTING LOCAL UTILITY COMPANIES.

WATER & SEWER:
DESTIN WATER USERS
218 MAIN STREET
DESTIN, FL 32541
PHONE: (850) 837-6146

ELECTRICAL:
GULF POWER
140 HOLLYWOOD BLVD SW
FT WALTON BEACH, FL 32548
PHONE: (850) 225-5797

GAS:
OKALOOSA GAS DISTRICT
367 VALPARAISO BLVD.
VALPARAISO, FL 32580
PHONE: (850) 729-4700

INDEX OF DRAWINGS

SHEET	TITLE	DESCRIPTION
GENERAL		
1	G1.01	COVER SHEET & INDEX OF DRAWINGS
SITE PLANS		
2	C1.01	EXISTING CONDITIONS/DEMOLITION PLAN
3	C1.02	SITE PLAN
4	C1.03	GRADING/DRAINAGE PLAN
5	C1.04	EROSION CONTROL/VEHICLE PARKING PLAN
6	C1.05	UTILITY PLAN
7	C1.06	PLAN & PROFILE 1 OF 2
8	C1.05	PLAN & PROFILE 2 OF 2
9	L1.01	LANDSCAPING PLAN
10	LP1.01	LIGHTING PLAN
DETAILS		
11	C2.01	DETAILS 1 OF 2
12	C2.02	DETAILS 2 OF 2
SPECIFICATIONS		
13	C3.01	SPECIFICATIONS 1 OF 2
14	C3.02	SPECIFICATIONS 2 OF 2

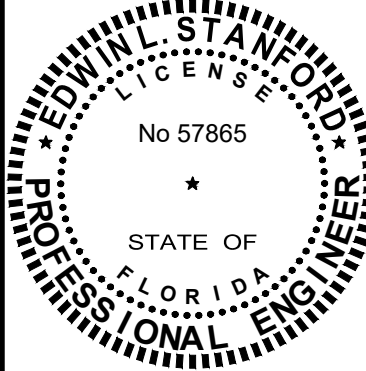
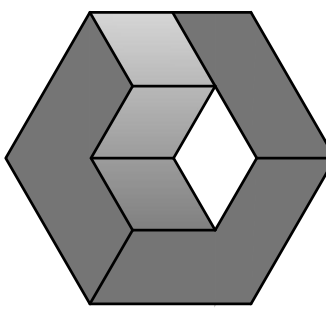
SITE DATA TABLE

PARCEL ID	00-2S-22-0310-000D-1700/1710 & 00-2S-22-0716-000H-0010	
PROPOSED USE	SINGLE-FAMILY RESIDENTIAL	
TOTAL SITE AREA	110,525.43 SF/ 2.537 AC	
OPEN SPACE (MIN)	27,631.36 S.F. (25%)	49,098 S.F. (44.4%)

REVISION LOG

DATE	REV	DESCRIPTION
6/3/2020	0	ISSUE FOR DEVELOPMENT ORDER
10/1/2020	1	TRT REVIEW AND RESPONSE
2/22/2021	2	TRT 2nd REVIEW AND RESPONSE

CORE ENGINEERING & CONSULTING, INC.
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DESTIN, FLORIDA 32541
PH: 850.650.2646
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CORECONSULTING.COM



REV	DATE	DESCRIPTION

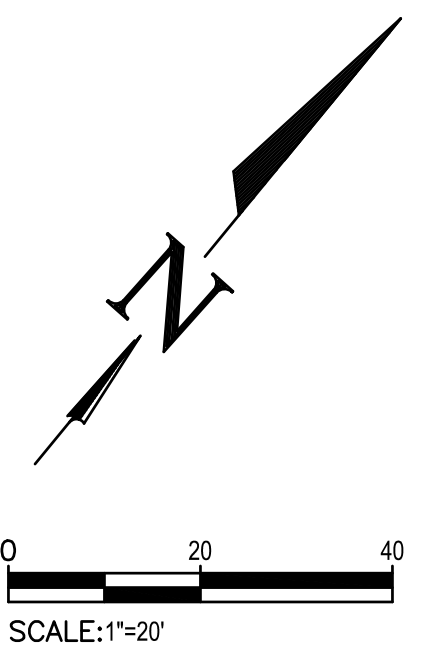
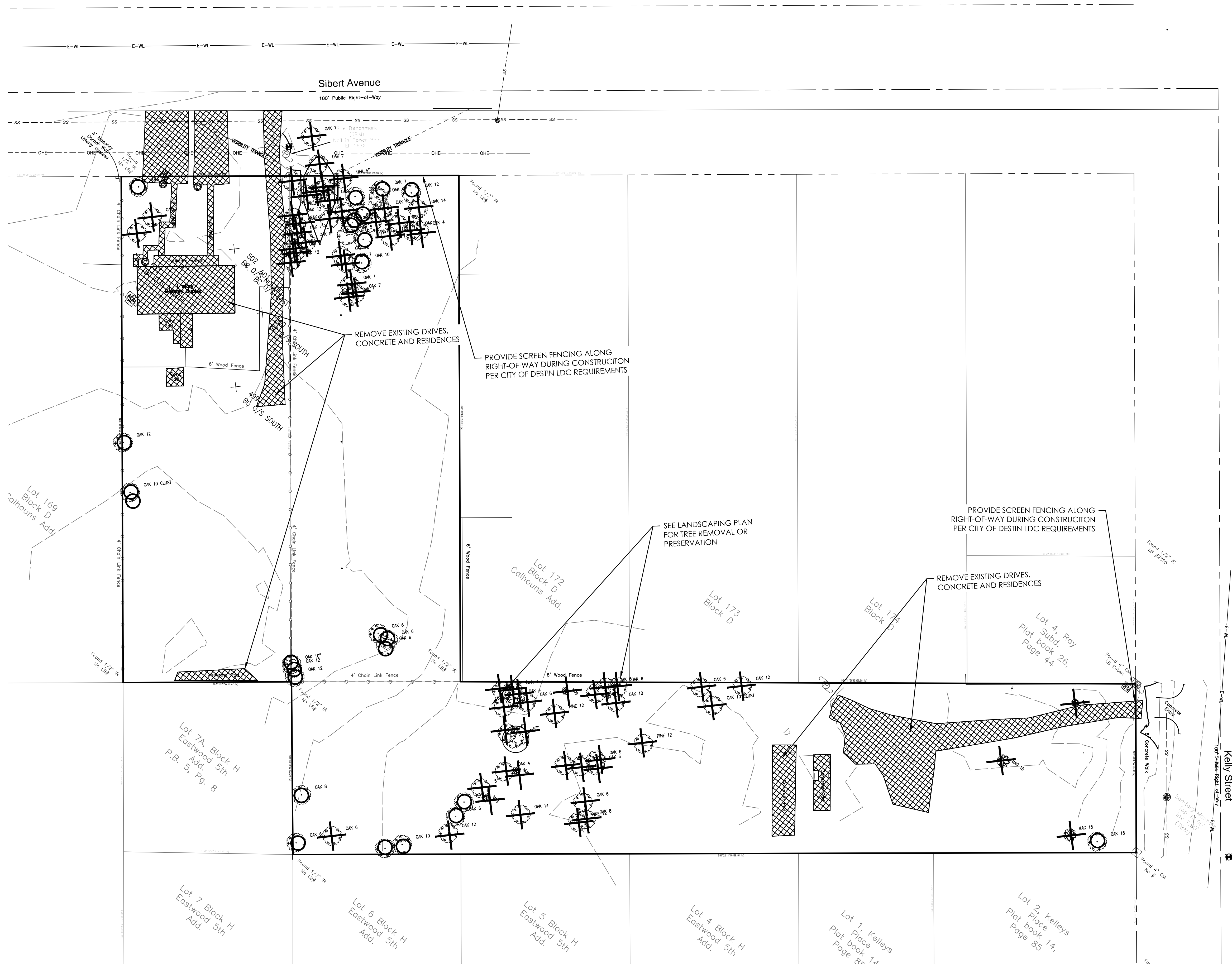
DESTIN COTTAGES PUD SUBDIVISION	DESTIN, FLORIDA 32541	COVER
Not valid unless bearing Engineer's seal & original signature		

Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS

DRAWING NUMBER
G1.01

SHEET NUMBER
1 OF 14

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- NOTES:
1. PRIOR TO THE COMMENCEMENT OF DEMOLITION/CONSTRUCTION, CONSTRUCTION SITE SCREENING, MEETING THE REQUIREMENTS OF THE DESTIN CODE OF ORDINANCES, SECTION 6-51 SCREEN CRITERIA, SHALL BE ERECTED AROUND THE ENTIRE PERIMETER OF THE SUBJECT PROPERTY.
 2. ANY EXISTING INFRASTRUCTURE THAT IS TO BE USED IN FINAL DEVELOPMENT IS TO BE STORED BY CONTRACTOR.
 3. ON-SITE CONTROL MEASURES SHALL BE IMPLEMENTED FOR THE STORAGE OF DEBRIS TO PREVENT WIND-DRIVEN/ WATER-DRIVEN SCATTERING OF MATERIALS.
 4. IT IS THE DUTY OF THE CONTRACTOR/ OWNER TO KEEP THE ADJACENT AND SURROUNDING AREA CLEAN OF LITTER AND DEBRIS.

- TREE TO BE PRESERVED
✕ TREE TO BE REMOVED



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CORECONSULTING.COM

CERTIFICATE OF AUTHORIZATION NO. 28155

EDWIN L. STANFORD
No 57865
STATE OF FLORIDA
PROFESSIONAL ENGINEER

REV	DATE	DESCRIPTION

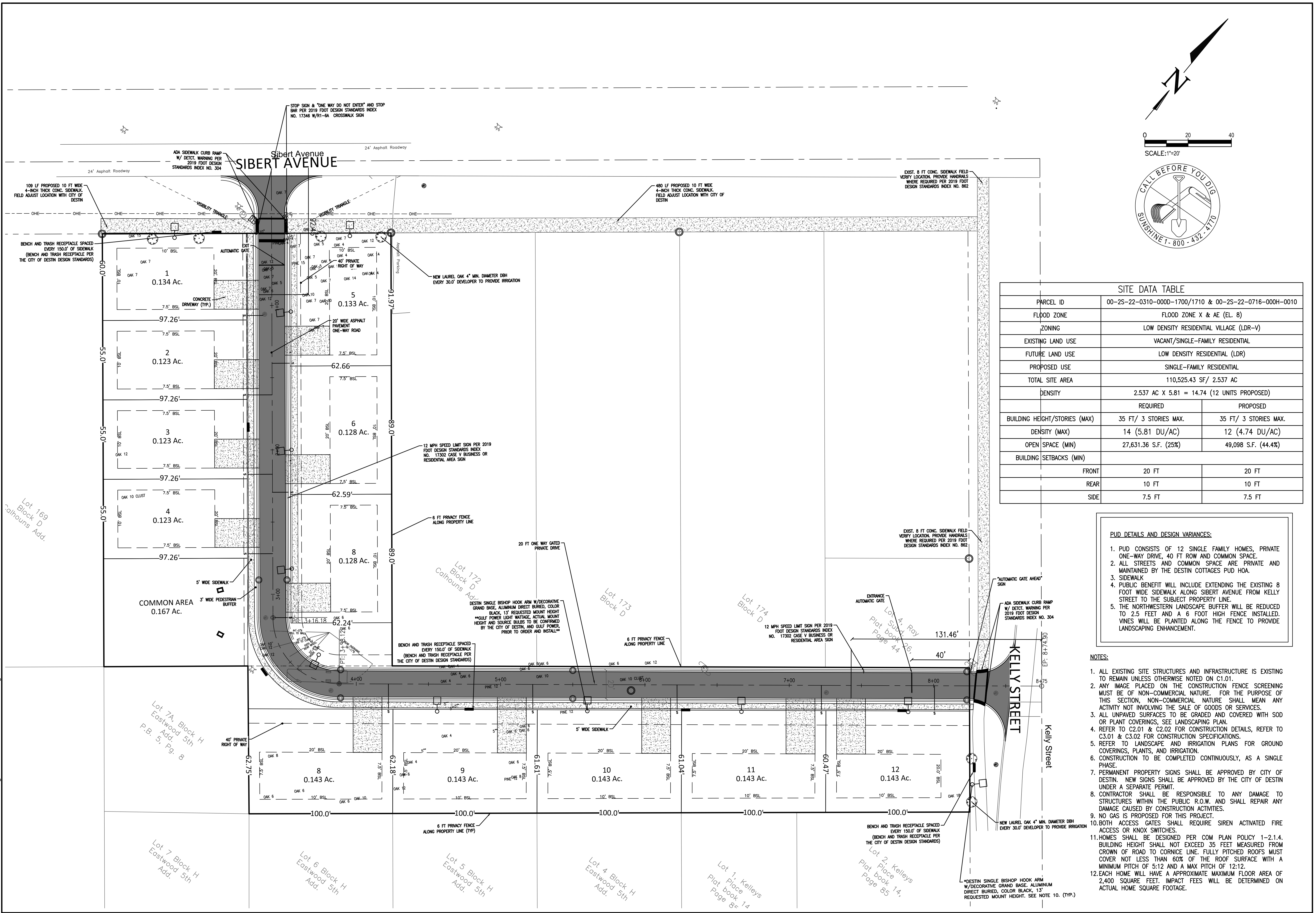
DESTIN COTTAGES PUD
SUBDIVISION

DESTIN, FLORIDA 32541
EXISTING CONDITIONS/DEMOLITION

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Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	C1.01
SHEET NUMBER	2 OF 14

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SITE DATA TABLE		
PARCEL ID	00-25-22-0310-000D-1700/1710 & 00-25-22-0716-000H-0010	
FLOOD ZONE	FLOOD ZONE X & AE (EL. 8)	
ZONING	LOW DENSITY RESIDENTIAL VILLAGE (LDR-V)	
EXISTING LAND USE	VACANT/SINGLE-FAMILY RESIDENTIAL	
FUTURE LAND USE	LOW DENSITY RESIDENTIAL (LDR)	
PROPOSED USE	SINGLE-FAMILY RESIDENTIAL	
TOTAL SITE AREA	110,525.43 SF/ 2.537 AC	
DENSITY	2.537 AC X 5.81 = 14.74 (12 UNITS PROPOSED)	
	REQUIRED	PROPOSED
BUILDING HEIGHT/STORIES (MAX)	35 FT/ 3 STORIES MAX.	35 FT/ 3 STORIES MAX.
DENSITY (MAX)	14 (5.81 DU/AC)	12 (4.74 DU/AC)
OPEN SPACE (MIN)	27,631.36 S.F. (25%)	49,098 S.F. (44.4%)
BUILDING SETBACKS (MIN)	FRONT	20 FT
	REAR	10 FT
	SIDE	7.5 FT

PUD DETAILS AND DESIGN VARIANCES:

- PUD CONSISTS OF 12 SINGLE FAMILY HOMES, PRIVATE ONE-WAY DRIVE, 40 FT ROW AND COMMON SPACE.
- ALL STREETS AND COMMON SPACE ARE PRIVATE AND MAINTAINED BY THE DESTIN COTTAGES PUD HOA.
- SIDEWALK
- PUBLIC BENEFIT WILL INCLUDE EXTENDING THE EXISTING 8 FOOT WIDE SIDEWALK ALONG SIBERT AVENUE FROM KELLY STREET TO THE SUBJECT PROPERTY LINE.
- THE NORTHWESTERN LANDSCAPE BUFFER WILL BE REDUCED TO 2.5 FEET AND A 6 FOOT HIGH FENCE INSTALLED. VINES WILL BE PLANTED ALONG THE FENCE TO PROVIDE LANDSCAPING ENHANCEMENT.

NOTES:

- ALL EXISTING SITE STRUCTURES AND INFRASTRUCTURE IS EXISTING TO REMAIN UNLESS OTHERWISE NOTED ON C1.01.
- ANY IMAGE PLACED ON THE CONSTRUCTION FENCE SCREENING MUST BE OF NON-COMMERCIAL NATURE. FOR THE PURPOSE OF THIS SECTION, NON-COMMERCIAL NATURE SHALL MEAN ANY ACTIVITY NOT INVOLVING THE SALE OF GOODS OR SERVICES.
- ALL UNPAVED SURFACES TO BE GRADED AND COVERED WITH SOD OR PLANT COVERINGS, SEE LANDSCAPING PLAN.
- REFER TO C2.01 & C2.02 FOR CONSTRUCTION DETAILS, REFER TO C3.01 & C3.02 FOR CONSTRUCTION SPECIFICATIONS.
- REFER TO LANDSCAPE AND IRRIGATION PLANS FOR GROUND COVERINGS, PLANTS, AND IRRIGATION.
- CONSTRUCTION TO BE COMPLETED CONTINUOUSLY, AS A SINGLE PHASE.
- PERMANENT PROPERTY SIGNS SHALL BE APPROVED BY CITY OF DESTIN. NEW SIGNS SHALL BE APPROVED BY THE CITY OF DESTIN UNDER A SEPARATE PERMIT.
- CONTRACTOR SHALL BE RESPONSIBLE TO ANY DAMAGE TO STRUCTURES WITHIN THE PUBLIC R.O.W. AND SHALL REPAIR ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES.
- NO GAS IS PROPOSED FOR THIS PROJECT.
- BOTH ACCESS GATES SHALL REQUIRE SIREN ACTIVATED FIRE ACCESS OR KNOX SWITCHES.
- HOMES SHALL BE DESIGNED PER COM PLAN POLICY 1-2.1.4. BUILDING HEIGHT SHALL NOT EXCEED 35 FEET MEASURED FROM CROWN OF ROAD TO CORNICE LINE. FULLY PITCHED ROOFS MUST COVER NOT LESS THAN 60% OF THE ROOF SURFACE WITH A MINIMUM PITCH OF 5:12 AND A MAX PITCH OF 12:12.
- EACH HOME WILL HAVE A APPROXIMATE MAXIMUM FLOOR AREA OF 2,400 SQUARE FEET. IMPACT FEES WILL BE DETERMINED ON ACTUAL HOME SQUARE FOOTAGE.

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CORECONSULTING.COM

REVISIONS:

REV	DATE	DESCRIPTION

DESTIN COTTAGES PUD
SUBDIVISION

DESTIN, FLORIDA 32541

SITE PLAN

Job: 0600.19.001

Date: 02/07/20

Designed: ELS

Drawn By: ZDB

Checked: ELS

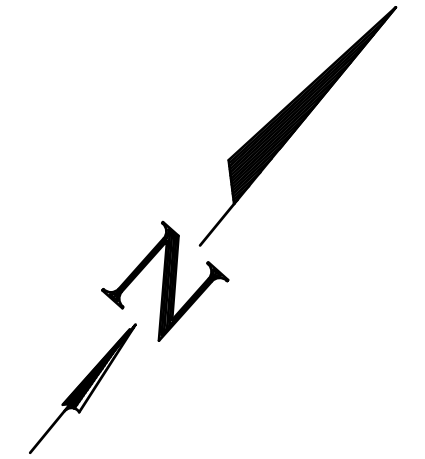
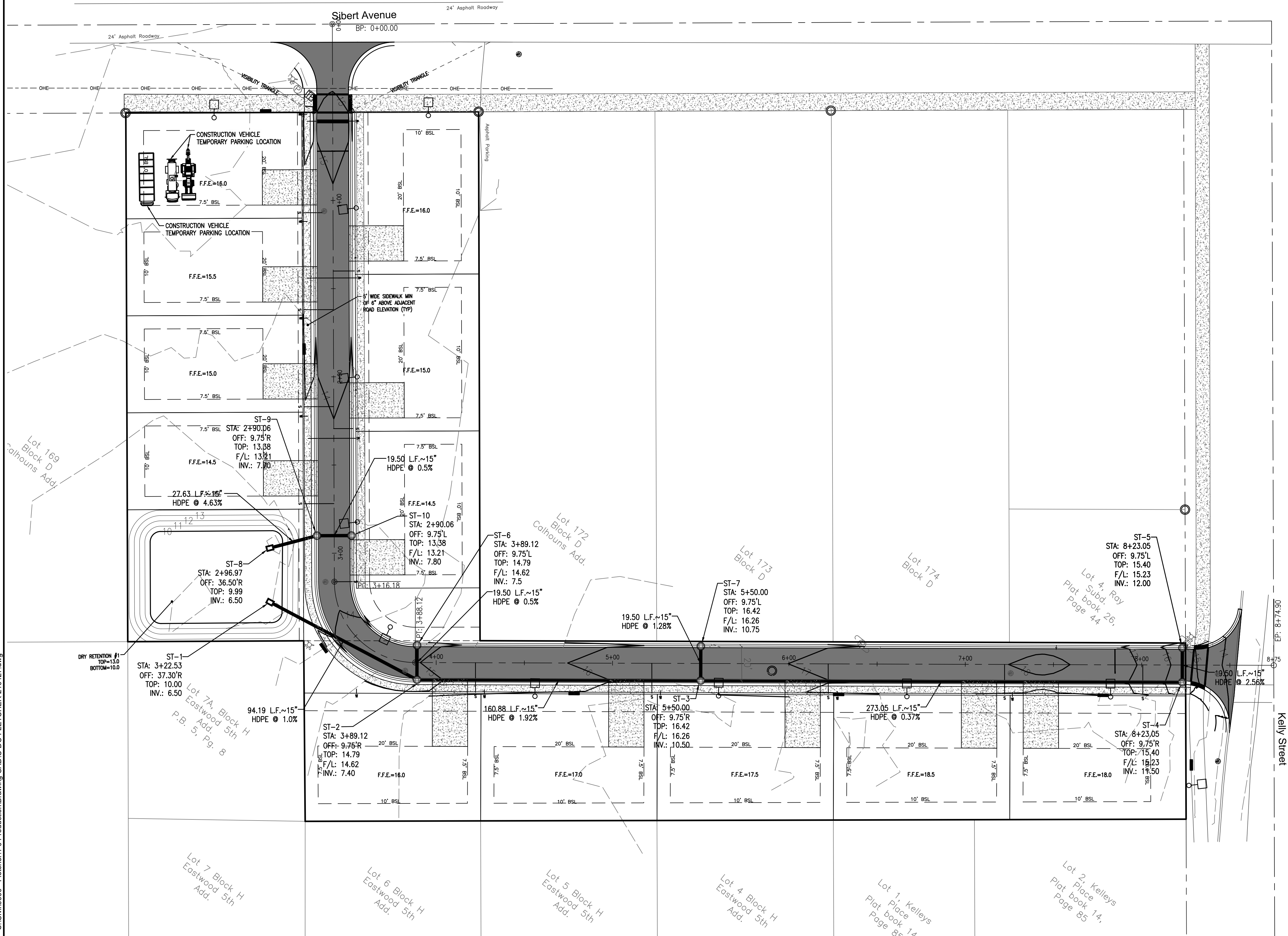
DRAWING NUMBER
C1.02

SHEET NUMBER
3 OF 14

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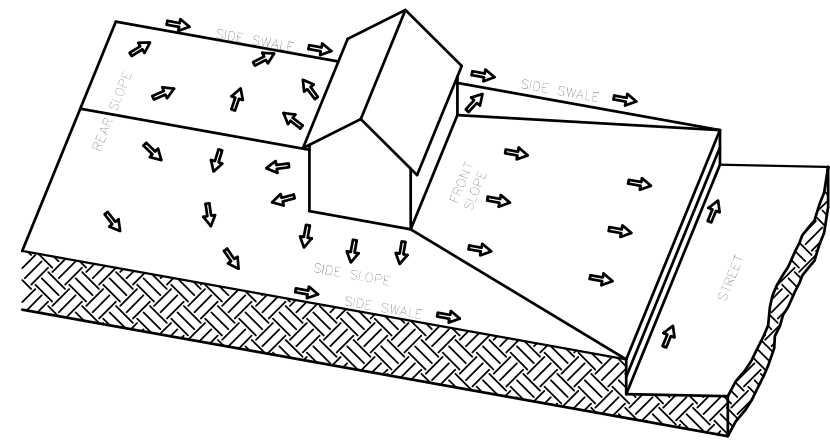


0 20 40
SCALE: 1"=20'



LOT IMPERVIOUS SURFACE SUMMARY:
SUMMARY BELOW INCLUDES BUILDING FOOTPRINT AND THAT
PORTION OF THE DRIVEWAY OUTSIDE OF SIDEWALK/ROAD.

LOT 1	3,130 S.F.
LOT 2	3,130 S.F.
LOT 3	3,130 S.F.
LOT 4	3,130 S.F.
LOT 5	3,230 S.F.
LOT 6	3,230 S.F.
LOT 7	3,230 S.F.
LOT 8	3,730 S.F.
LOT 9	3,730 S.F.
LOT 10	3,730 S.F.
LOT 11	3,730 S.F.
LOT 12	3,350 S.F.

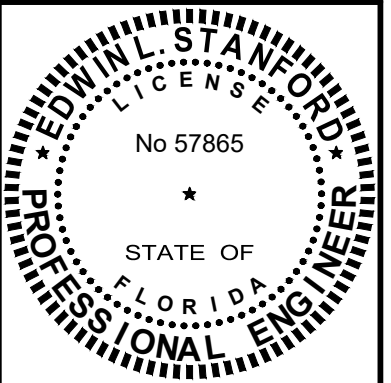
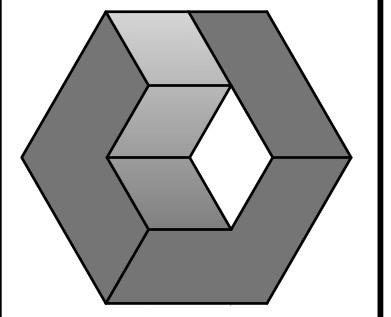


TYPICAL LOT GRADING
NOT TO SCALE

GENERAL NOTES:

- DIRECT ALL ROOF DRAINS TO THE ROADWAY.
- ALL EXCAVATED MATERIAL NOT USED ON SITE WILL BE HAULED OFF SITE DURING CONSTRUCTION.
- LIMIT OFFSITE RUNOFF BY COVERING ALL TRUCKS IN ACCORDANCE WITH STATE REQUIREMENTS. SITE WILL BE MONITORED DAILY AND RIGHT-OF-WAY CLEARED OF ANY DEBRIS ON AN AS-NEEDED BASIS DURING CONSTRUCTION.
- MAINTAIN EROSION PROTECTION DURING SITE CONSTRUCTION.
- ALL GRADING OPERATIONS WILL BE SUSPENDED WHEN WINDS EXCEED 30 MILE PER HOUR.

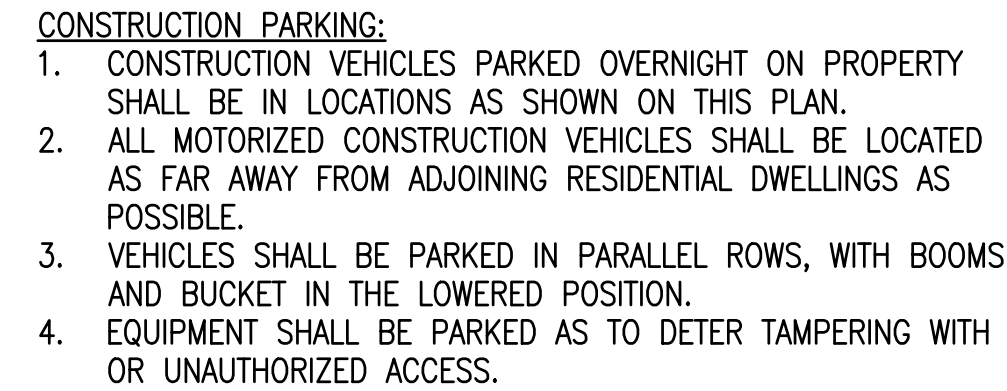
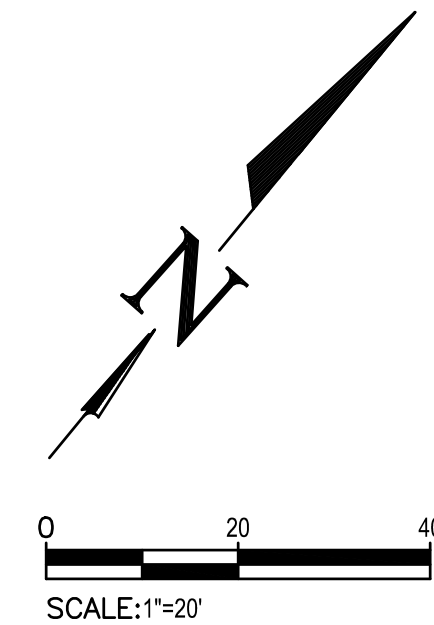
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PH. 850.650.2646
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CORECONSULTING.COM



REV	DATE	DESCRIPTION

DESTIN COTTAGES PUD
SUBDIVISION
DESTIN, FLORIDA 32541
GRADING PLAN
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Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	C1.03
SHEET NUMBER	4 OF 14

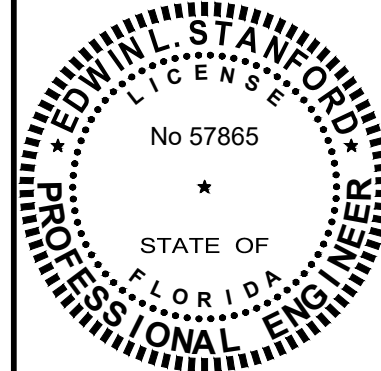


1. VIBRATIONS FROM PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING, AND OTHER CONSTRUCTION SHALL NOT TRANSMIT GREATER THAN 95 VdB.
2. CONTRACTOR SHALL PROVIDE A WRITTEN DESCRIPTION FOR HOW TO MINIMIZE THE IMPACT ON SURROUNDING PROPERTIES FOR ANY ACTIVITY EXCEEDING THE APPROXIMATE FTA VIBRATION ANNOYANCE THRESHOLD OF 80VdB.

1. FOR THE DURATION OF DEMOLITION TO STRUCTURES, WATER SHALL BE APPLIED TO BUILDING EXTERIOR SURFACES, UNPAVED SURFACES WHERE EQUIPMENT WILL OPERATE, AND UNPAVED SURFACES WITHIN 100FT OF THE STRUCTURE
2. THE SITE SHALL BE PRE-WATERED AND BE PHASED TO REDUCE THE AMOUNT OF DISTURBED SURFACE AREA AT ANY ONE TIME.
3. WATER SHALL BE APPLIED TO DRY AREAS DURING LEVELING, GRADING, TRENCHING, AND EARTHMOVING ACTIVITIES.
4. WATER OR DUST SUPPRESSANTS SHALL BE APPLIED ON DISTURBED SURFACES TO FORM A VISIBLE CRUST.
5. WATER SHALL BE APPLIED TO UNPAVED ACCESS ROADS AND EQUIPMENT STORAGE AREAS.
6. WATER APPLICATION EQUIPMENT WILL APPLY WATER TO CONTROL FUGITIVE DUST DURING WIND EVENTS, UNLESS UNSAFE TO DO SO. OUTDOOR CONSTRUCTION ACTIVITIES THAT DISTURB THE SOIL WILL CEASE WHENEVER VISIBLE DUST EMISSIONS CANNOT BE EFFECTIVELY CONTROLLED.
7. EXISTING SPOIGTS AT EACH BUILDING SHALL SUPPLY WATER FOR SPRINKLERS WHERE APPLICABLE, IF EXISTING HYDRANTS ARE REQUIRED FOR SPRINKLERS, SEE LOCATION ON PLANS.
8. SEE SITE SCREENING REQUIRED TO HELP MITIGATE DUST FORMING ON ADJACENT PROPERTIES.
9. PRIOR TO CONCRETE APRON PLACEMENT, A THREE INCH LAYER OF AT LEAST ONE INCH OR LARGER IN DIAMETER GRAVEL SHALL BE PLACED AT ENTRANCE/ EXIT OF PROPERTY.
10. WHERE DUST/ DIRT IS TRACKED INTO ROAD, CONTRACTOR SHALL MANUALLY SWEEP THE ROADWAY TO MAINTAIN CLEAN, SAFE PASSAGE.

1. THE SCREEN MATERIAL SHALL BE MADE OF AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS 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 SECURELY AFFIXED TO THE CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A 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 TIME. 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 THE GRADE OF THE ADJOINING PROPERTIES, SAID FENCE SCREENING SHALL BE PLACED AT THE FINISHED GRADE AND NOT THE EXISTING GRADE.
2. ANY IMAGE PLACED ON THE CONSTRUCTION FENCE SCREENING MUST BE OF A NON-COMMERCIAL NATURE. FOR THE PURPOSE OF THIS SECTION, NON-COMMERCIAL NATURE SHALL MEAN ANY ACTIVITY NOT INVOLVING THE SALE OF GOOD OR SERVICES.
3. CONTRACTOR SHALL REMOVE SCREENING UPON ANY HURRICANE WARNING IN THE AREA.

1. NOTHING SHALL BE ERECTED, PLACED, PARKED, PLANTED OR ALLOWED TO GROW IN SUCH A MANNER AS TO MATERIALLY IMPEDE VISION BETWEEN A HEIGHT OF TWO FEET AND EIGHT AND A HALF FEET ABOVE THE GRADE.



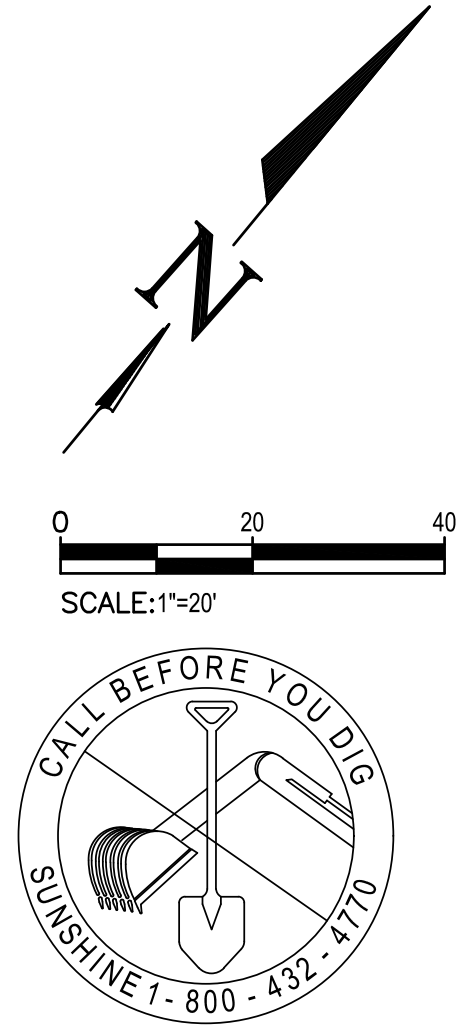
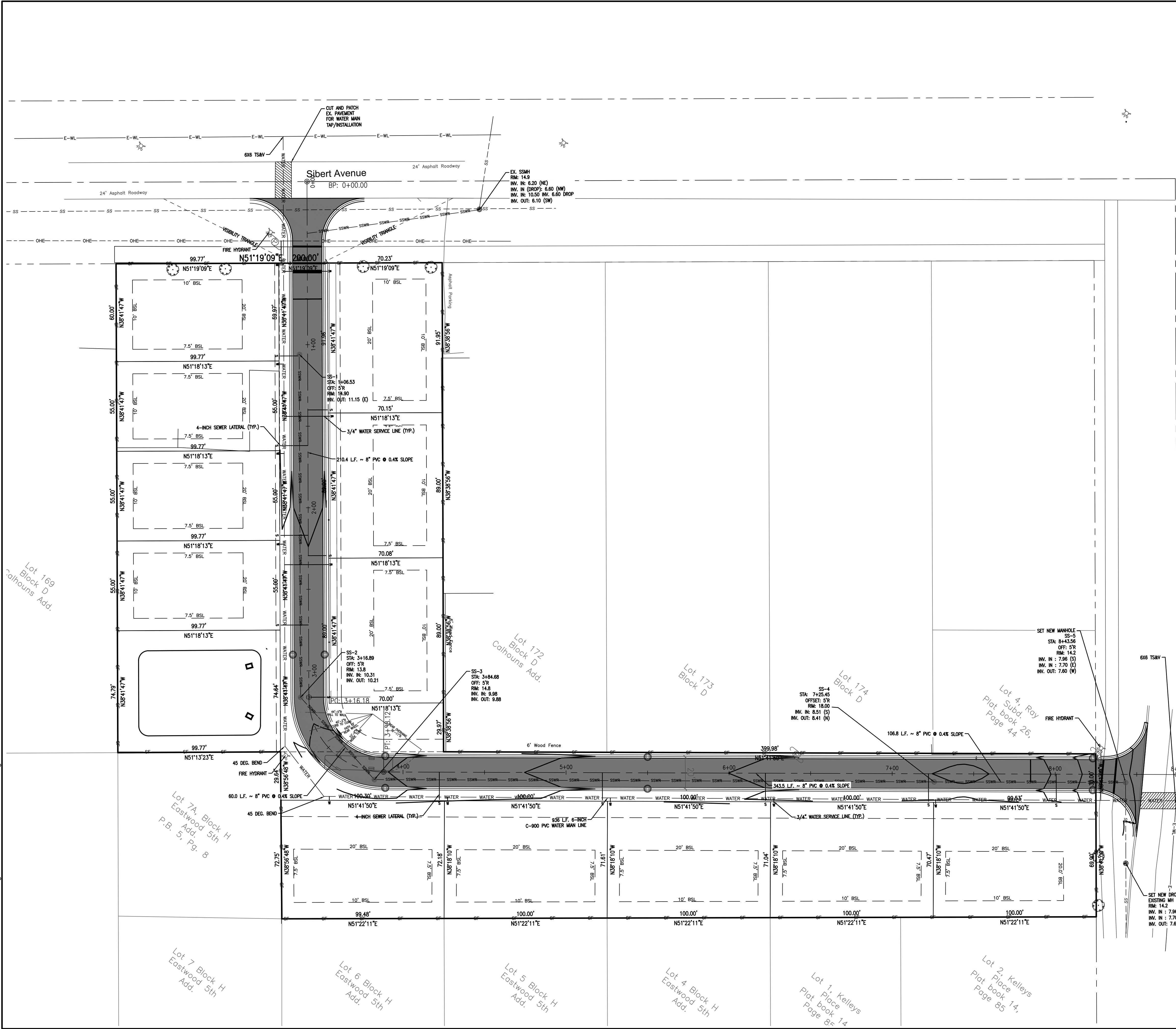
DESTIN COTTAGES PUD SUBDIVISION	DESTIN, FLORIDA 32541	EROSION CONTROL AND CONSTRUCTION VEHICLE PLAN	Not valid unless bearing Engineer's seal & original signature
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Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	
C1.04	
SHEET NUMBER	
5 OF 14	

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S:\Civil\0600 - Fletcher\4-0 Production\Drawing CAD\C-DC-FLETCHER-210427.dwg

S:\Civil\0600 - Fletcher\4.0 Production\Drawing CAD\C-D-C-FLETCHER-210427.dwg



- UTILITY NOTES:
- 6"x6" WATER TAPS WILL BE PERFORMED BY DWU, INC. PROVIDE A MINIMUM OF 24 HOURS NOTICE TO DWU.
 - A RECORDED UTILITY EASEMENT IS REQUIRED FOR DESTIN WATER USERS INC. TO MAINTAIN AND OPERATE THE ONSITE WATER AND SEWER SYSTEMS.

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CORECONSULTING.COM

CERTIFICATE OF AUTHORIZATION NO. 28155

DESTIN COTTAGES PUD
SUBDIVISION

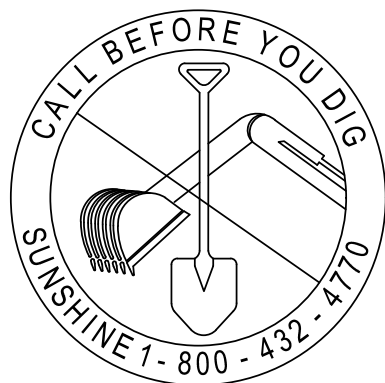
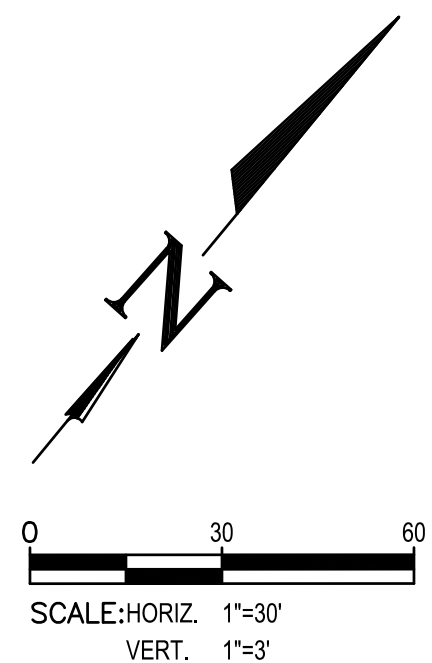
DESTIN, FLORIDA 32541
UTILITY PLAN

Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	C1.05
SHEET NUMBER	6 OF 14

REVISIONS:	REV	DATE	DESCRIPTION

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CREDITS FOR EXISTING TREES (2" TO 6" DIAMETER) ON SITE	(8 TREES X 2 CREDITS PER TREE):	16
CREDITS FOR EXISTING TREES (7" TO 12" DIAMETER) ON SITE	(9 TREES X 3 CREDITS PER TREE):	27
CREDITS FOR EXISTING TREES (13" TO 19" DIAMETER) ON SITE	(1 TREES X 4 CREDITS PER TREE):	4
CREDITS FOR EXISTING TREES (20" OR 24" DIAMETER) ON SITE	(0 TREES X 5 CREDITS PER TREE):	0
TOTAL REFORESTATION CREDITS FOR EXISTING, PROTECTED OR PRESERVED TREES:		47
TOTAL REFORESTATION CREDITS FOR EXISTING, PROTECTED OR PRESERVED TREES:		- 47
REFORESTATION TREES (.1 PER ACRE, 2.57 X 10 = 26) REQUIRED ON SITE:		+26
REPLACEMENT TREES (REMOVAL OF TREES OVER 12" D.B.H.) REQUIRED ON SITE:		+9
TOTAL REFORESTATION TREES (1 PER EVERY .10 per 1/10 ACRE + REPLACEMENT TREES - CREDITS) REQUIRED ON SITE:		0
PERIMETER TREES, (1 PER 25'), REQUIRED ON SITE:		81
PERIMETER TREES PROVIDED ON SITE:		158
TOTAL TREES REQUIRED:		81
TOTAL TREES PROVIDED:		180



SECTION 1 : 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 VERIFYING 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 NUTRIENT 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 SOILS TO BE DONE PRIOR TO INITIAL SOIL TEST REPORT RESULTS. ANY ADDITION OR PLACEMENT OF SOILS MUST BE DONE AFTER 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 NURSERYMEN, 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

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

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.
 SHIPPING TO INCLUDE ALL COMPONENTS NEEDED FOR A COMPLETE

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

ALL TREES SHALL BE A MINIMUM OF 10 FEET IN HEIGHT AT TIME OF PLANTING.

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

ALL IRRIGATION HEADS TO BE OF SUCH VARIETY AND INSTALLED IN SUCH A MANNER AS TO BE GENERALLY OUT OF SIGHT.

ALL PUMPS, TIME CLOCKS, SWITCH GEAR, AND EQUIPMENT WILL BE APPROPRIATELY SCREENED FROM VIEW.

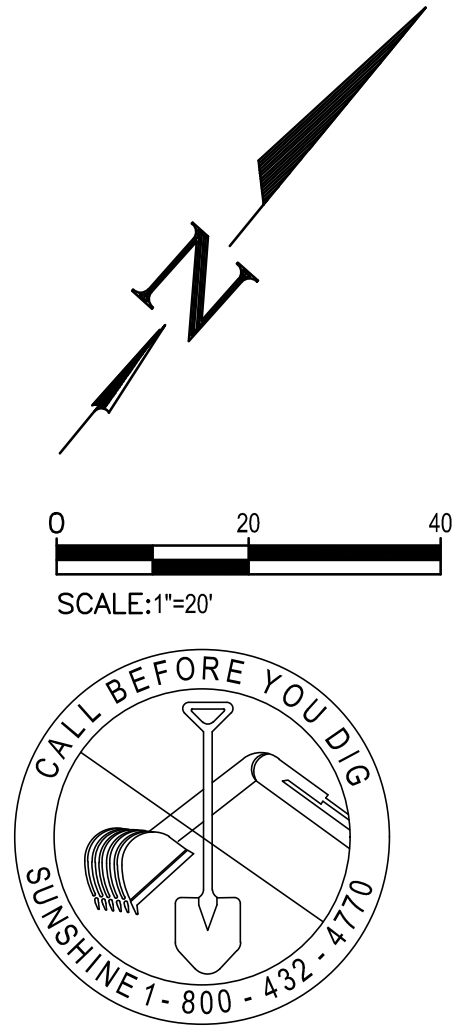
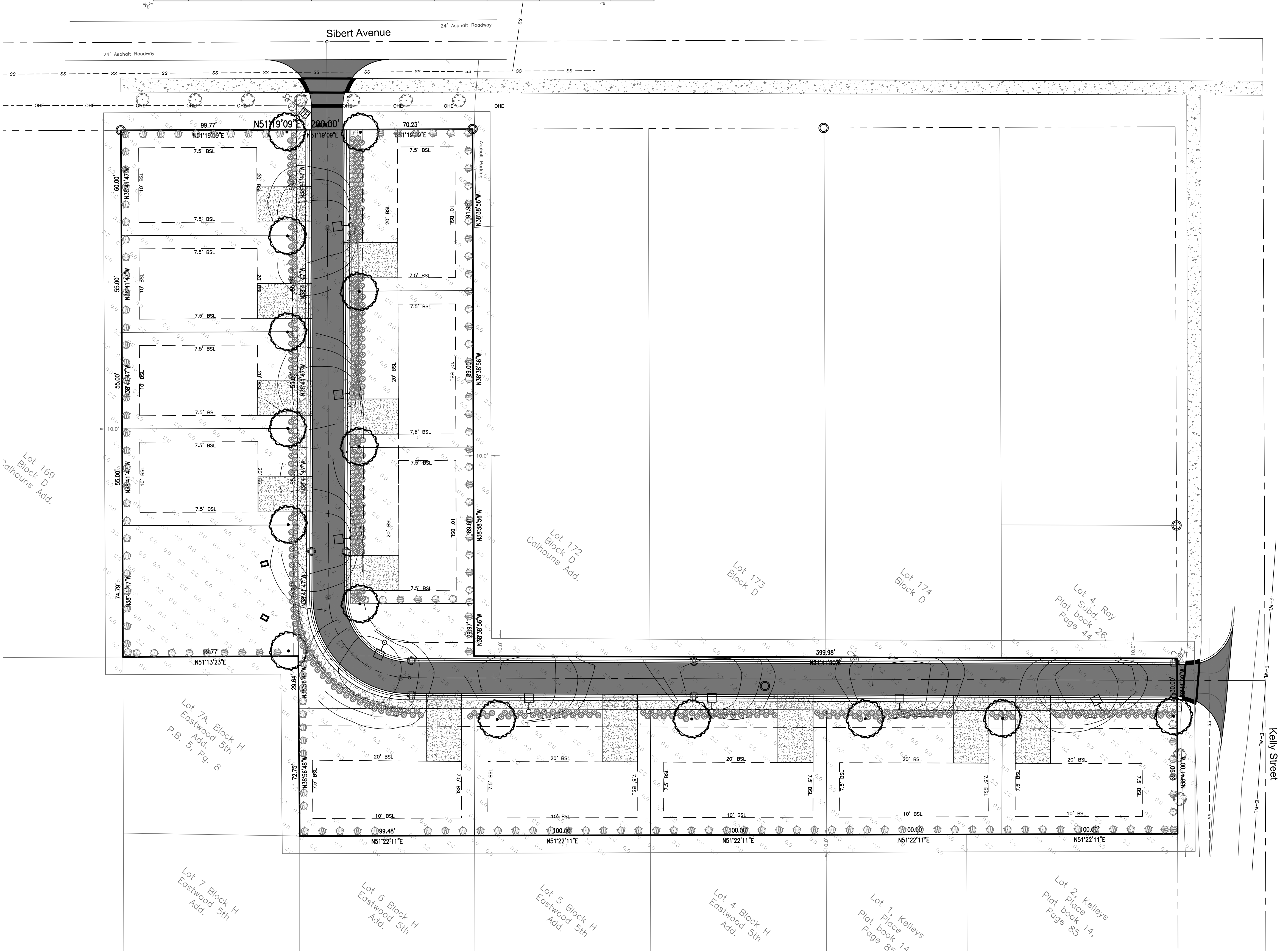
DIRECT IRRIGATION FROM SOA LAKES IS STRICTLY PROHIBITED.

RAIN SENSORS MUST BE INSTALLED PER FLORIDA STATUTES.

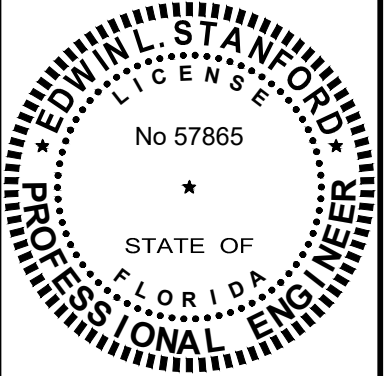
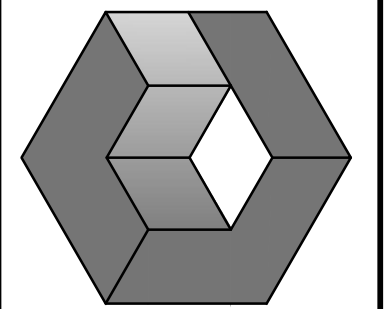
ALL PERVIOUS AREAS TO BE LANDSCAPED AND/OR SODDED.

DESTIN COTTAGES PHOTOMETRIC SCHEDULE	
NOT FOR PRODUCTION USE	1.28
MAXIMUM FOOT-CANDLES	16.2
MINIMUM FOOT-CANDLES	0
MINIMUM TO MAXIMUM FC RATIO	0
MAXIMUM TO MINIMUM FC RATIO	16.2 / 0
AVERAGE TO MINIMUM FC RATIO	1.28 / 0

DESTIN COTTAGES LUMINAIRE SCHEDULE						
CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL
1		(1) ONE 400 WATT CLEAR E28 PULSE STAR™ METAL HALIDE IN PARABOLIC POSITION M-R400 107/CD28PA	Specification Area Luminaire, 400W Metal Halide, R400 Sharp Cut-off Reflector, Full Cutoff Meets the LIGHTING RECOMMEN- DATIONS	ELECTRONIC	CEILING	Triphos Lighting, KSF2 400W R400
						120V 10' 2W

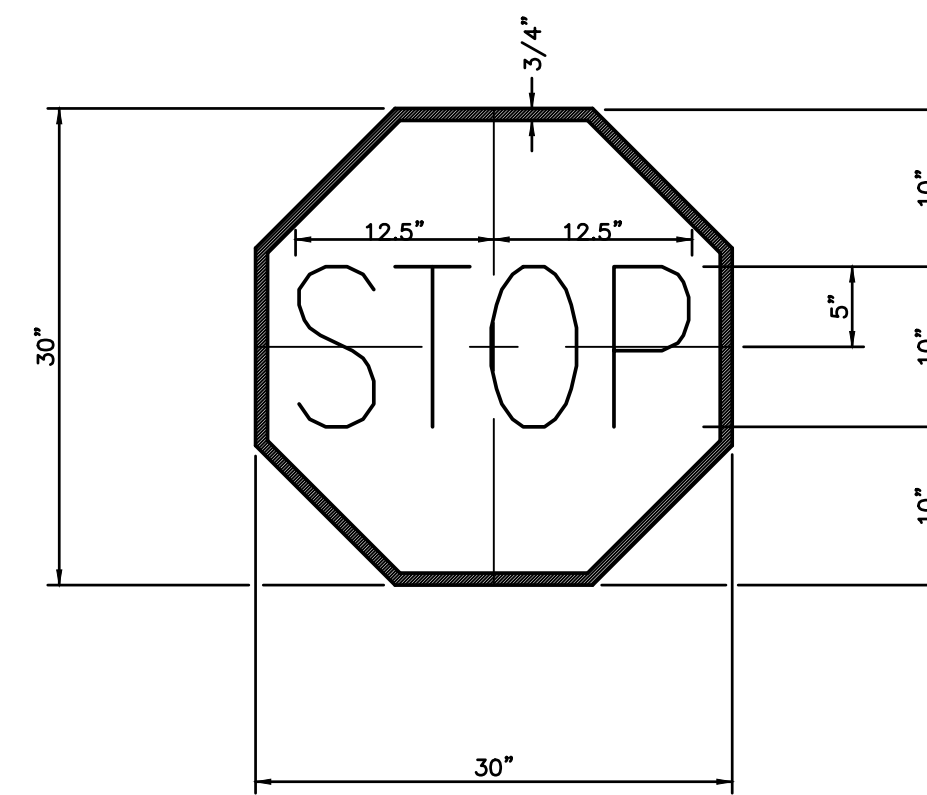


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REVISIONS:	
REV	DESCRIPTION

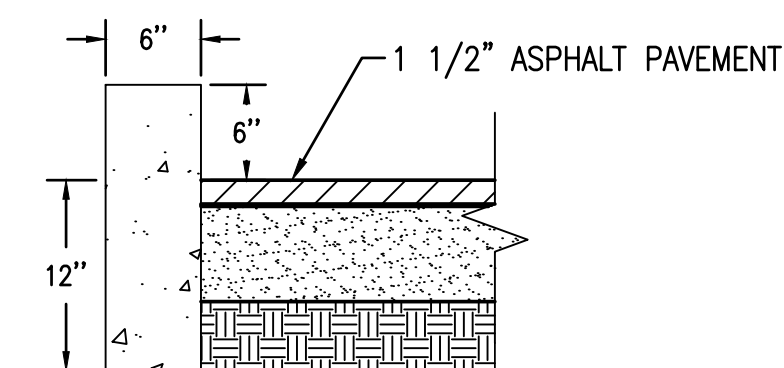
DESTIN COTTAGES PUD SUBDIVISION	
DESTIN, FLORIDA 32541	
LIGHTING PLAN	
Not valid unless bearing Engineer's seal & original signature	
Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	
LP1.01	
SHEET NUMBER	
10 OF 14	



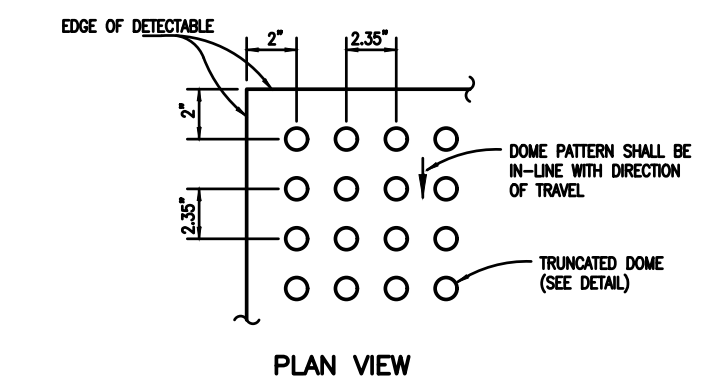
STOP SIGN DETAIL
N.T.S.

NOTE:

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



CONCRETE RIBBON CURB DETAIL
N.T.S.



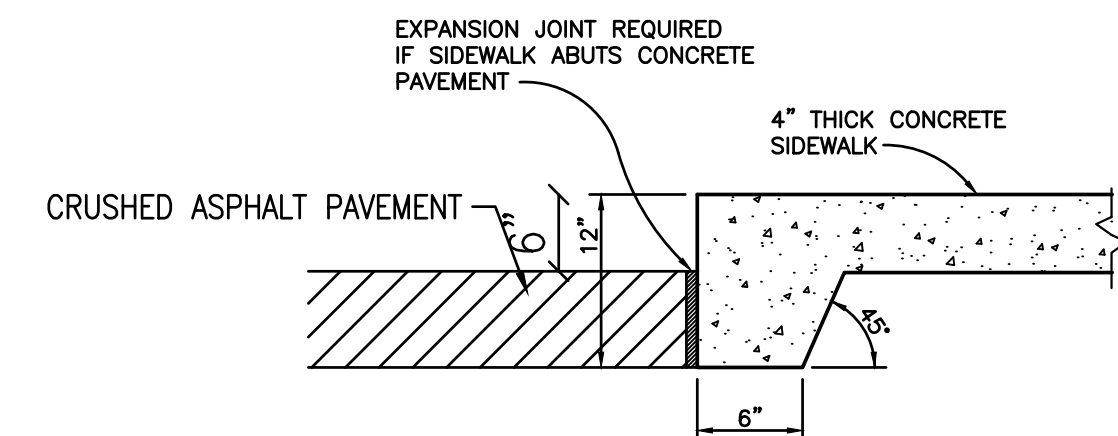
BASE-TO-BASE SPACING SHALL BE 0.65" MIN. BETWEEN DOMES

TRUNCATED DOME

TRUNCATED DOMES WILL BE INSTALLED IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2007 SECTION 527

CURB RAMP DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24" FROM THE BACK OF CURB. DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED BY TEXTURING A TRUNCATED DOME PATTERN IN CONFORMANCE WITH U.S. DEPARTMENT OF JUSTICE A.D.A. STANDARDS FOR ACCESSIBLE DESIGN, A.D.A. ACCESSIBILITY GUIDELINES, SECTION 4.29.2, (DETAIL SHOWN ABOVE). TRANSITION SLOPES ARE NOT TO HAVE DETECTABLE WARNINGS. REFERENCE FOOT QUALIFIED PRODUCTS LIST FOR TRUNCATED DOMES STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2007 SECTION 527

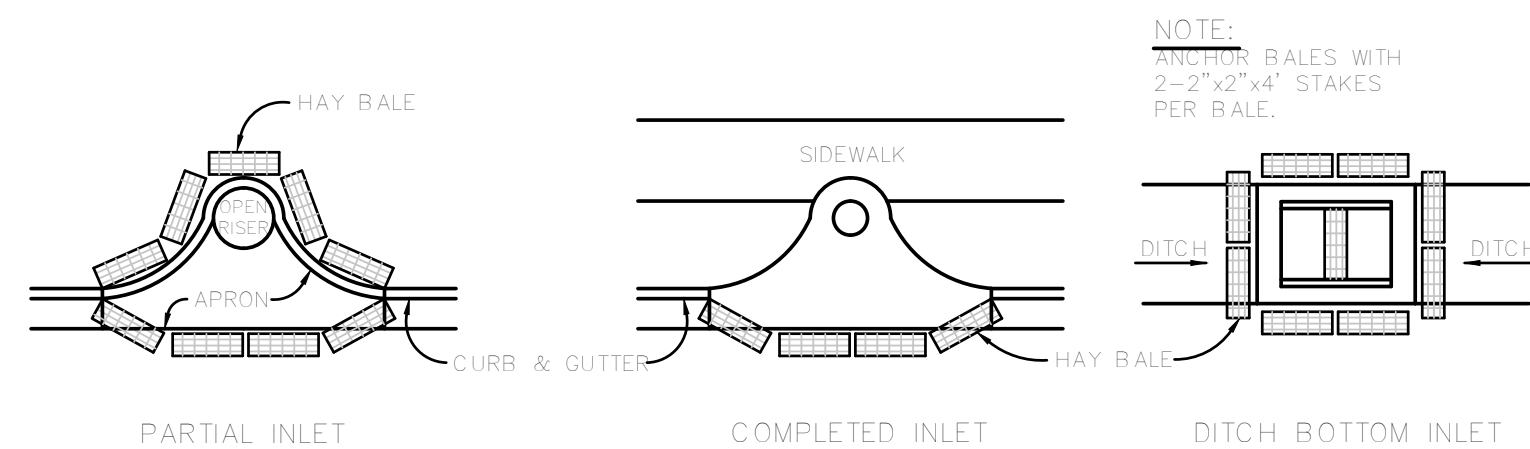
HANDICAP RAMP DETAIL
(F.D.O.T. INDEX No. 304)
N.T.S.



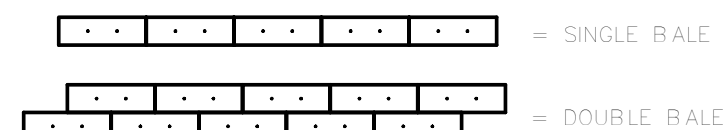
SIDEWALK THICKENED EDGE DETAIL
N.T.S.

THICKENED EDGE SIDEWALK SHALL BE INSTALLED WHEN
SIDEWALK ABUTS PAVED PARKING AREA OR STREETS.

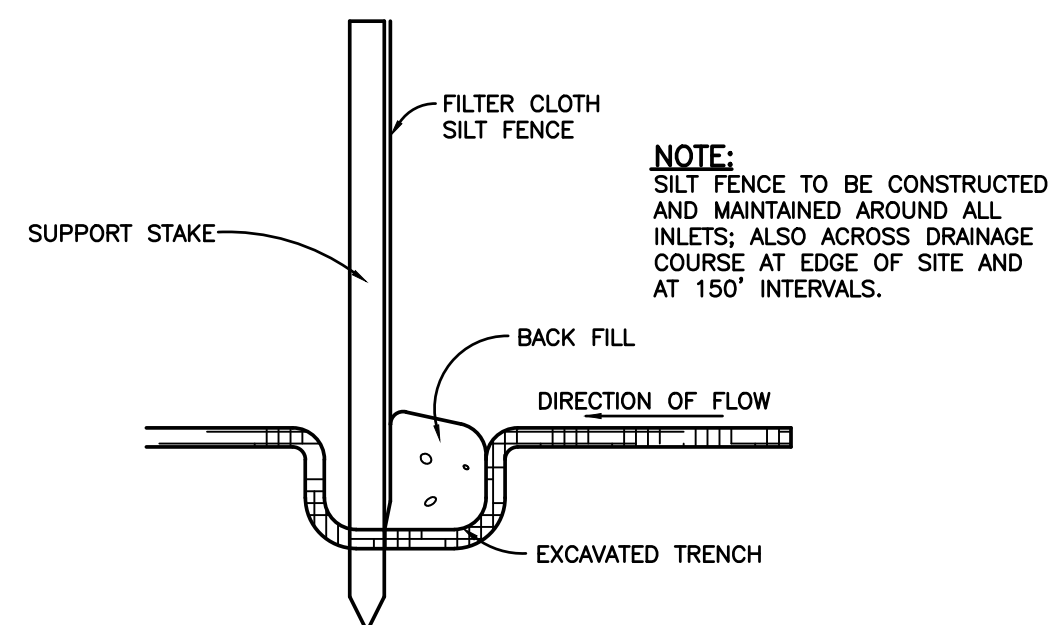
OVERFLOW FLUME DETAIL



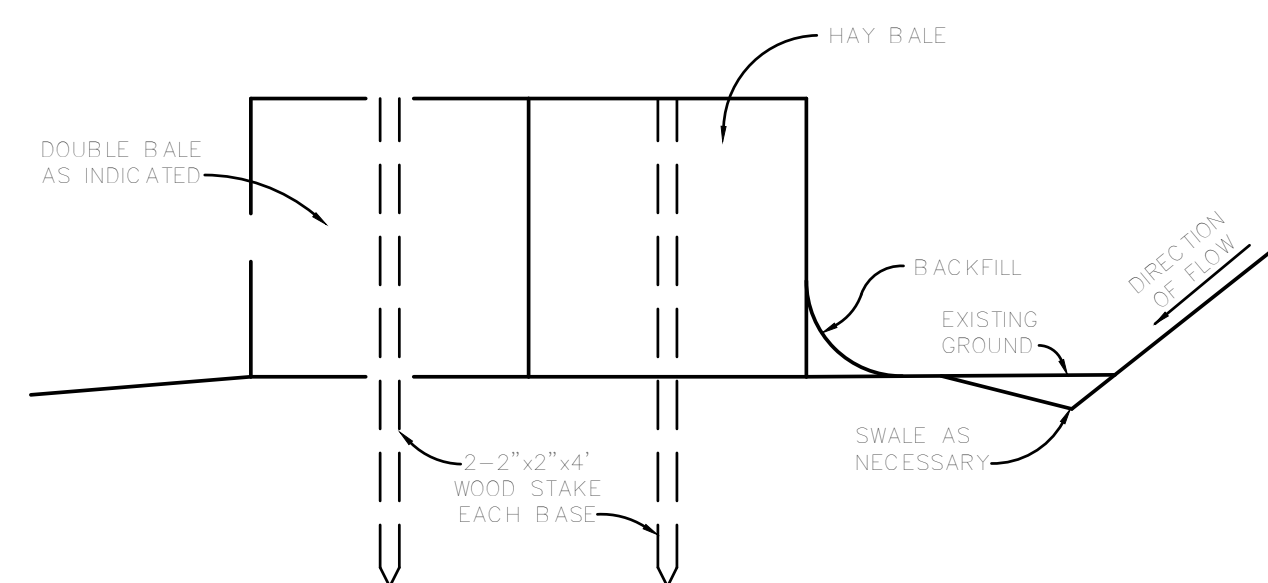
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



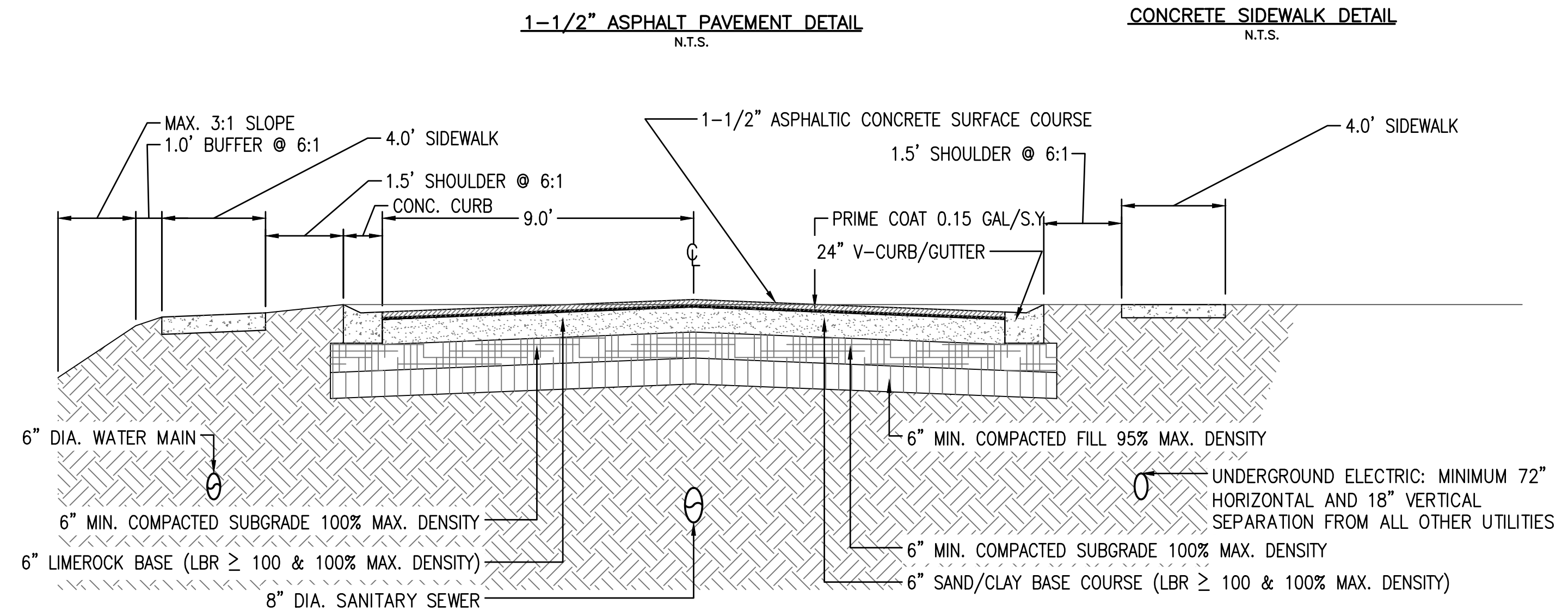
TYPICAL HAY BALE DIKE PLAN



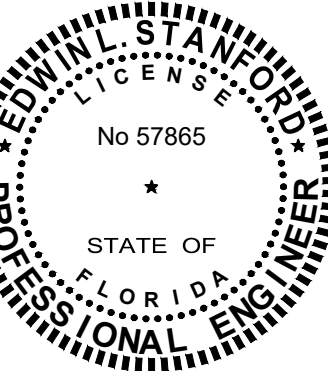
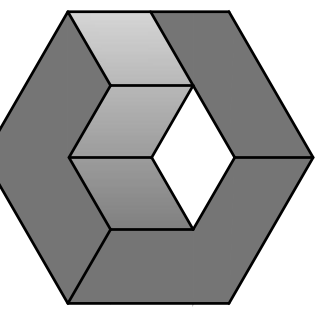
SILT FENCE DETAIL
N.T.S.



INLET PROTECTION DETAIL
N.T.S.



TYPICAL ROAD SECTION
N.T.S.

[illegible]DESTIN COTTAGES FOOD
SUBDIVISION

DETAILS 1 OF 2

4
5
-
2
=
0

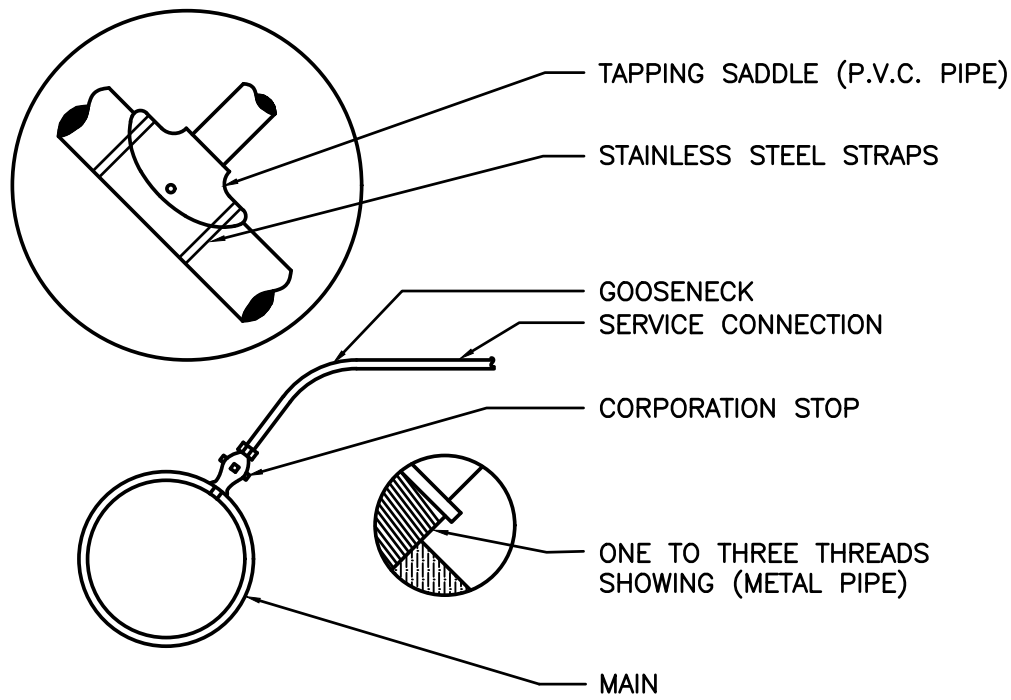
THIS DRAWING IS THE PROPERTY OF

Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	
C2.01	
SHEET NUMBER	
11 OF 14	

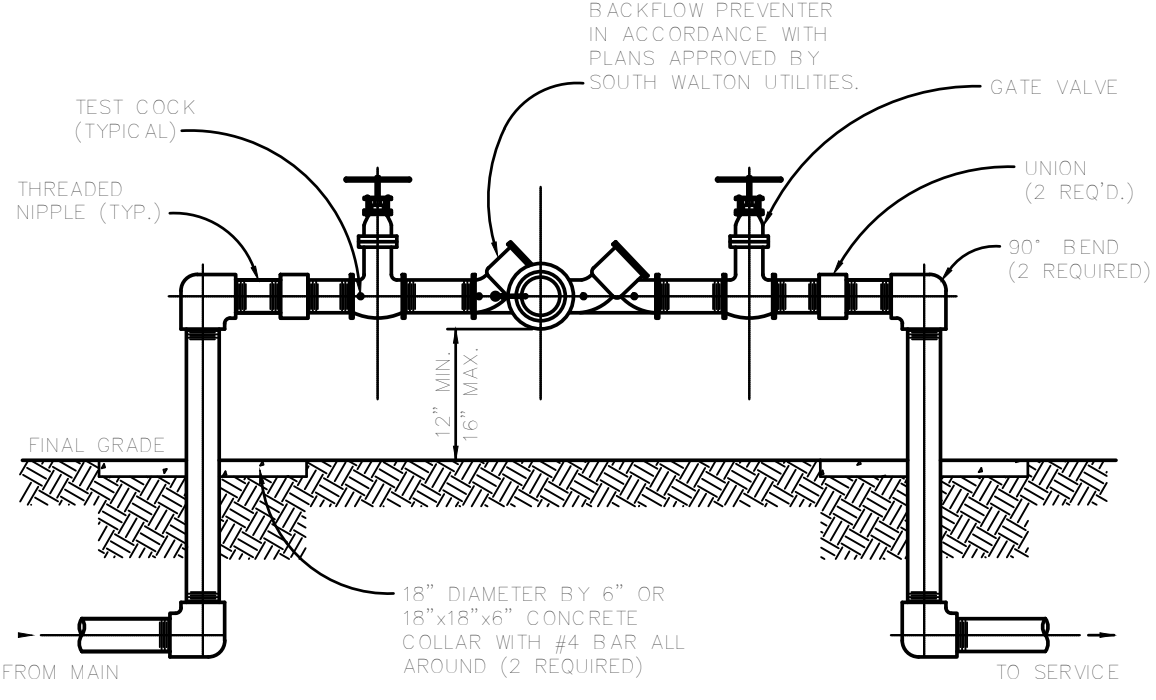
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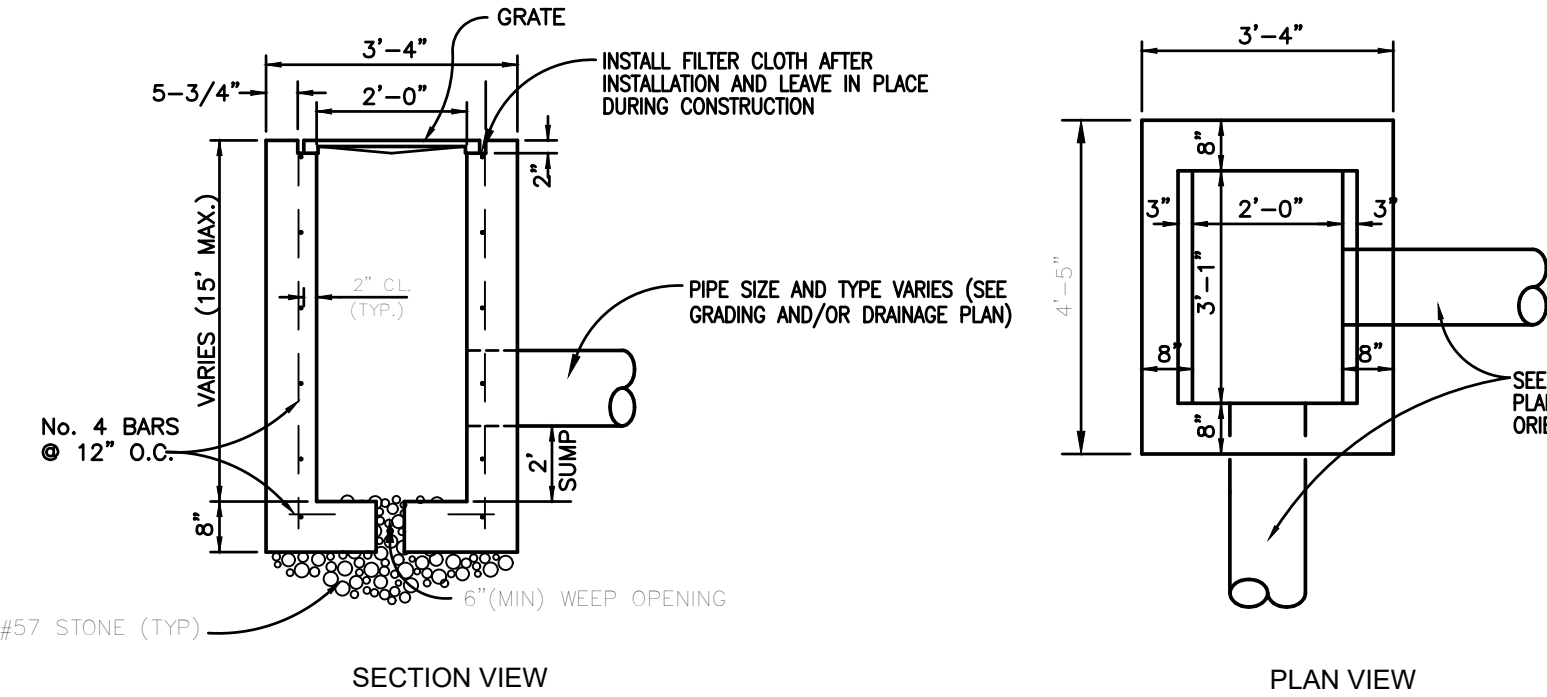


SERVICE CONNECTION DETAIL

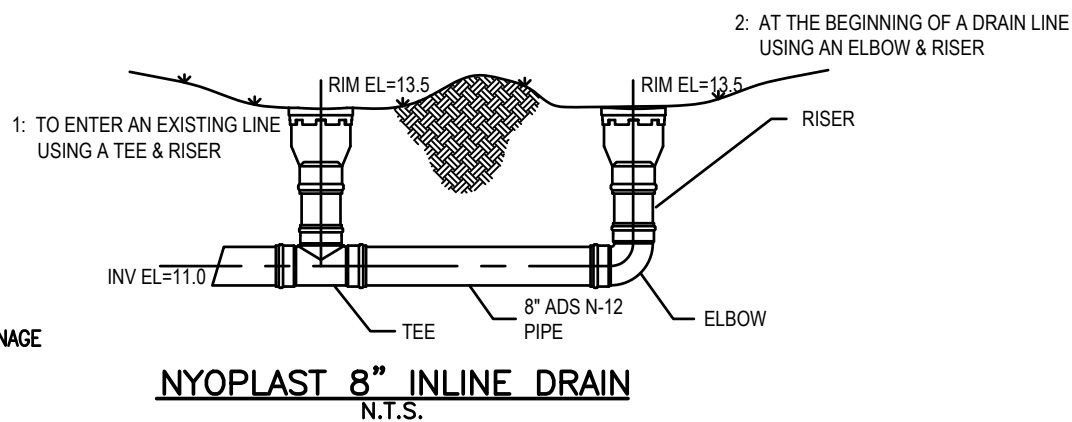


NOTE:
1. ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE
THREADED SCHEDULE 40 GALVANIZED STEEL OR BRASS.

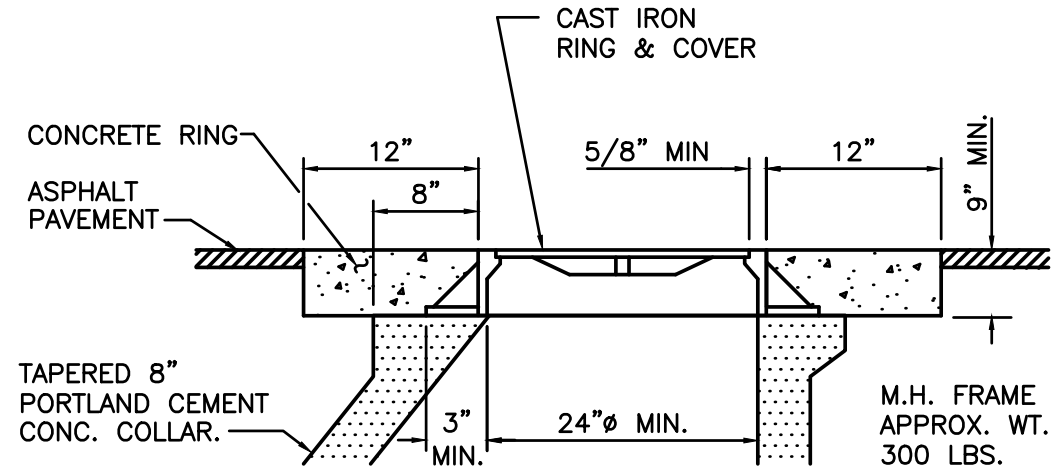
REDUCED PRESSURE BACKFLOW PREVENTER



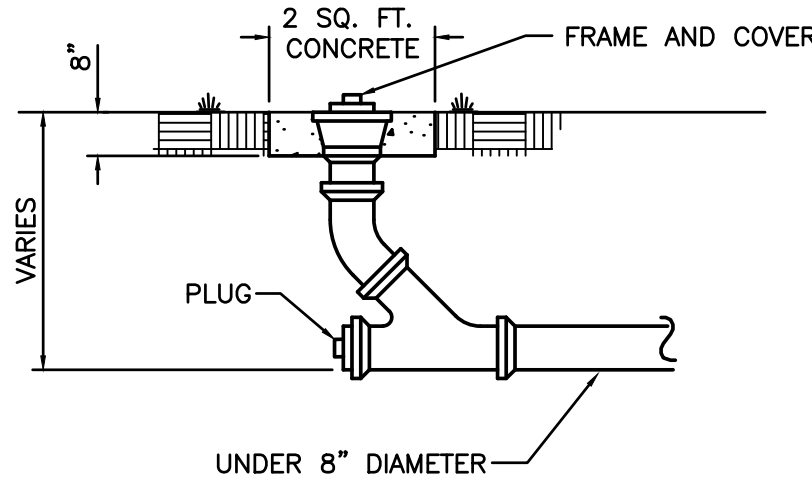
TYPE "C" CATCH BASIN DETAIL (INLET NO. 12)
(F.D.O.T. INDEX No. 232)
N.T.S.



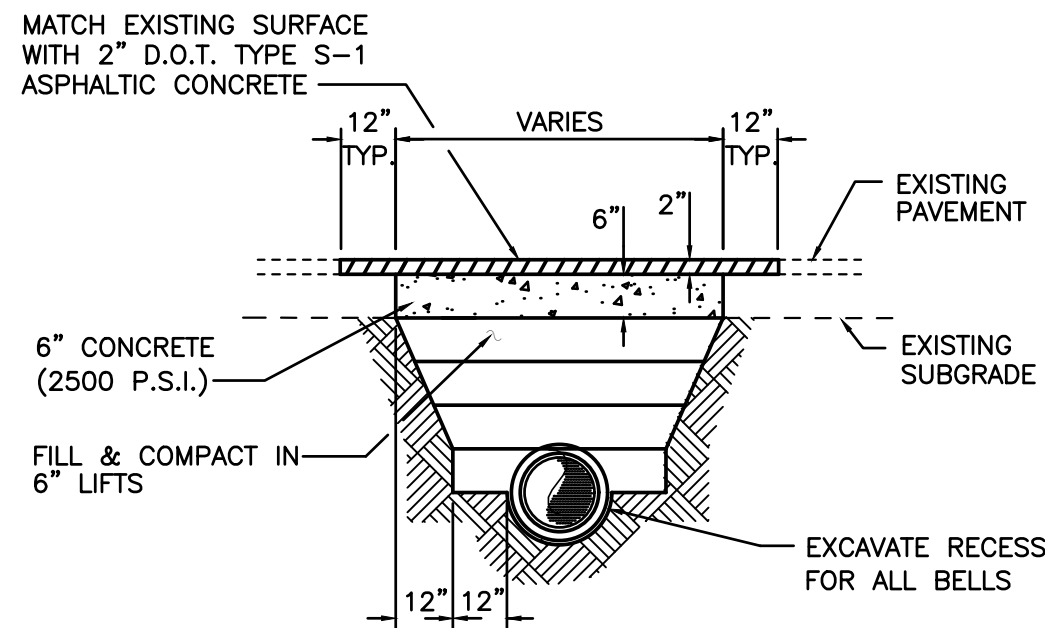
NYOPLAST 8" INLINE DRAIN
N.T.S.



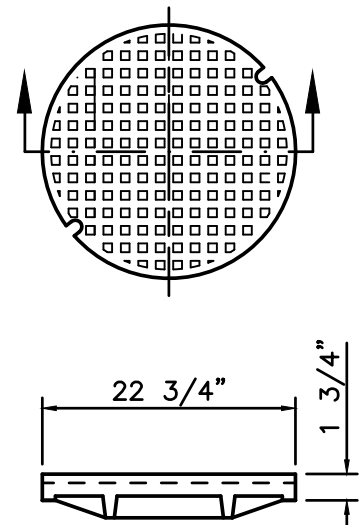
MANHOLE IN PAVED AREA



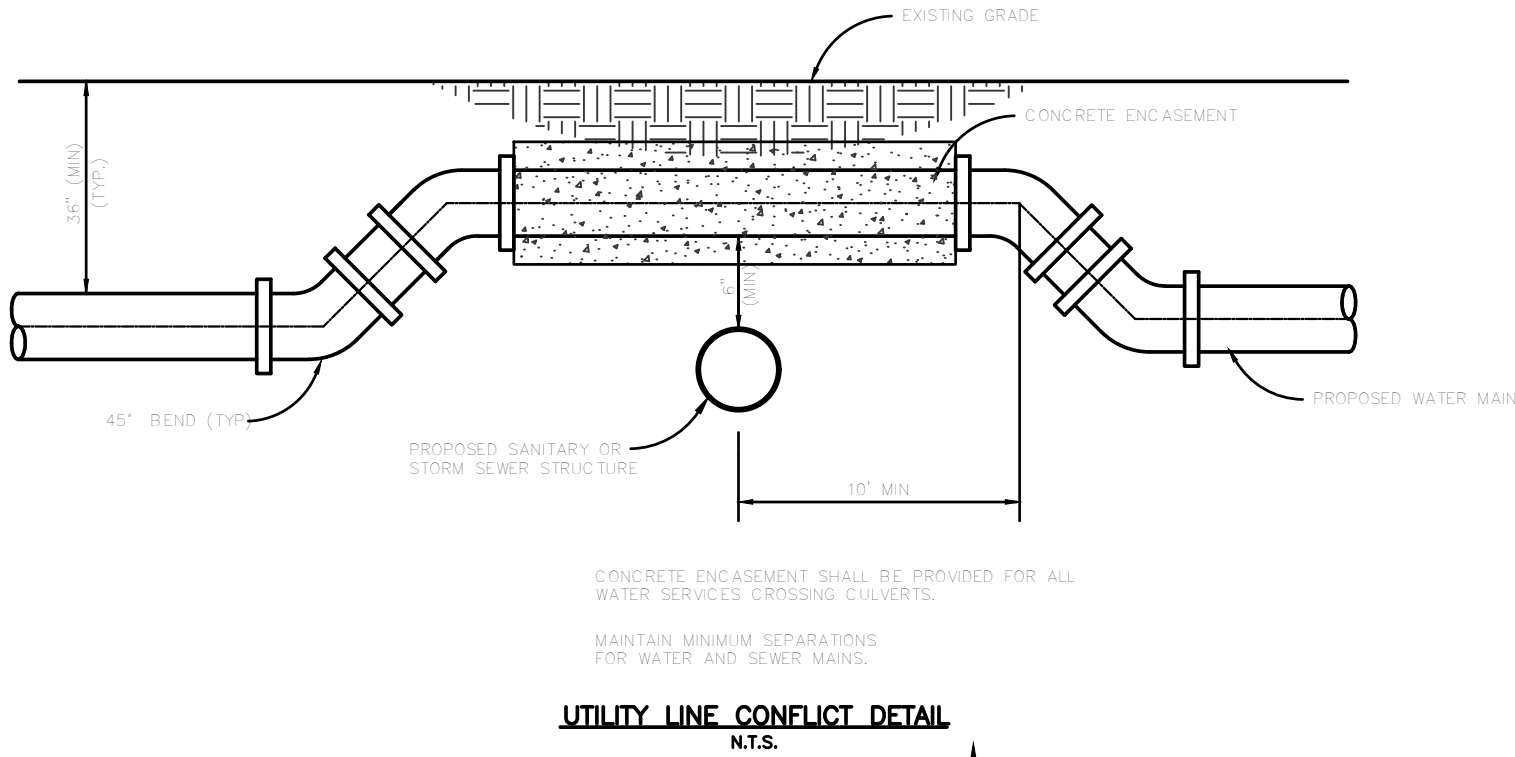
CLEAN OUT DETAIL



STREET PATCH DETAIL



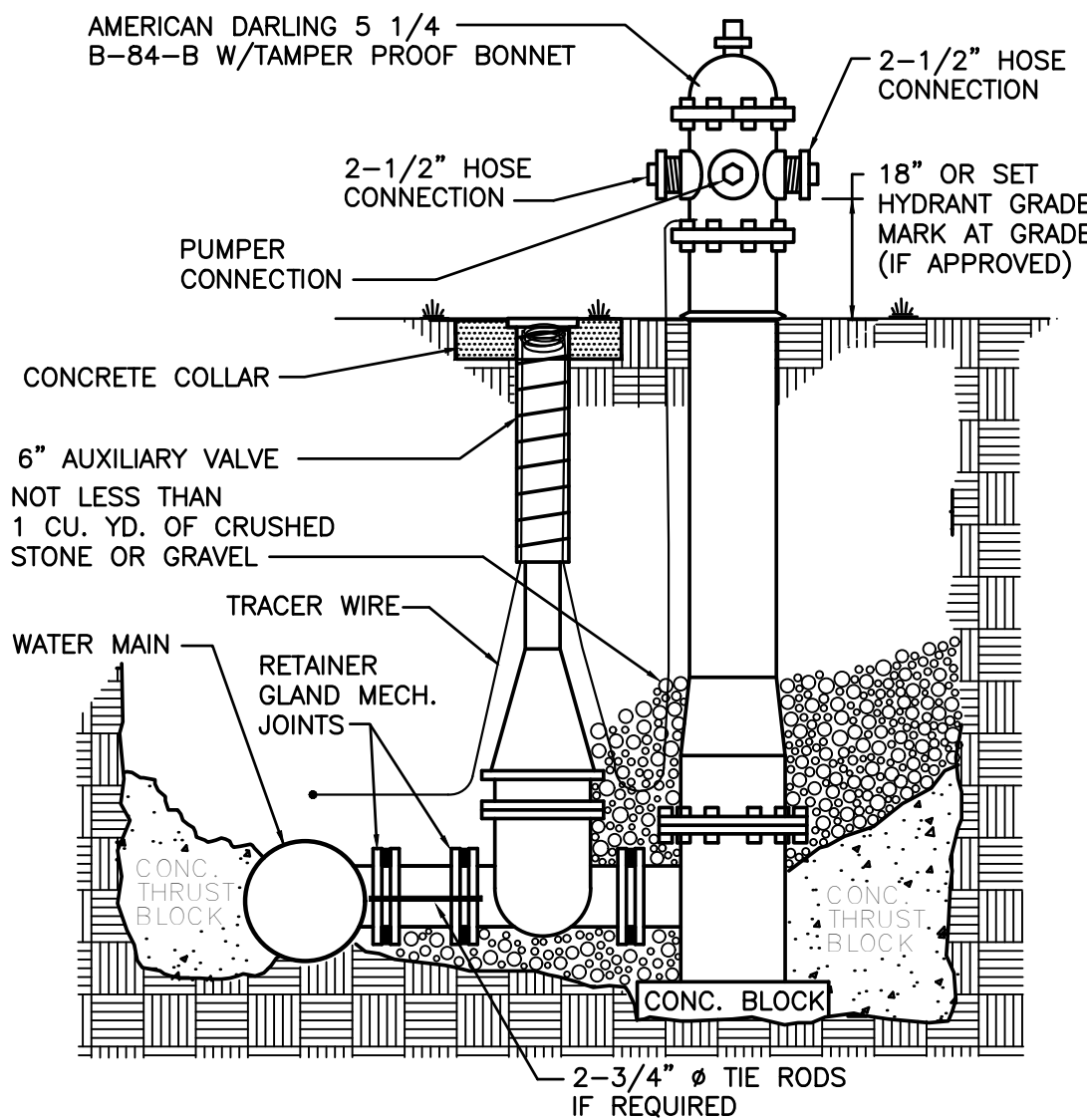
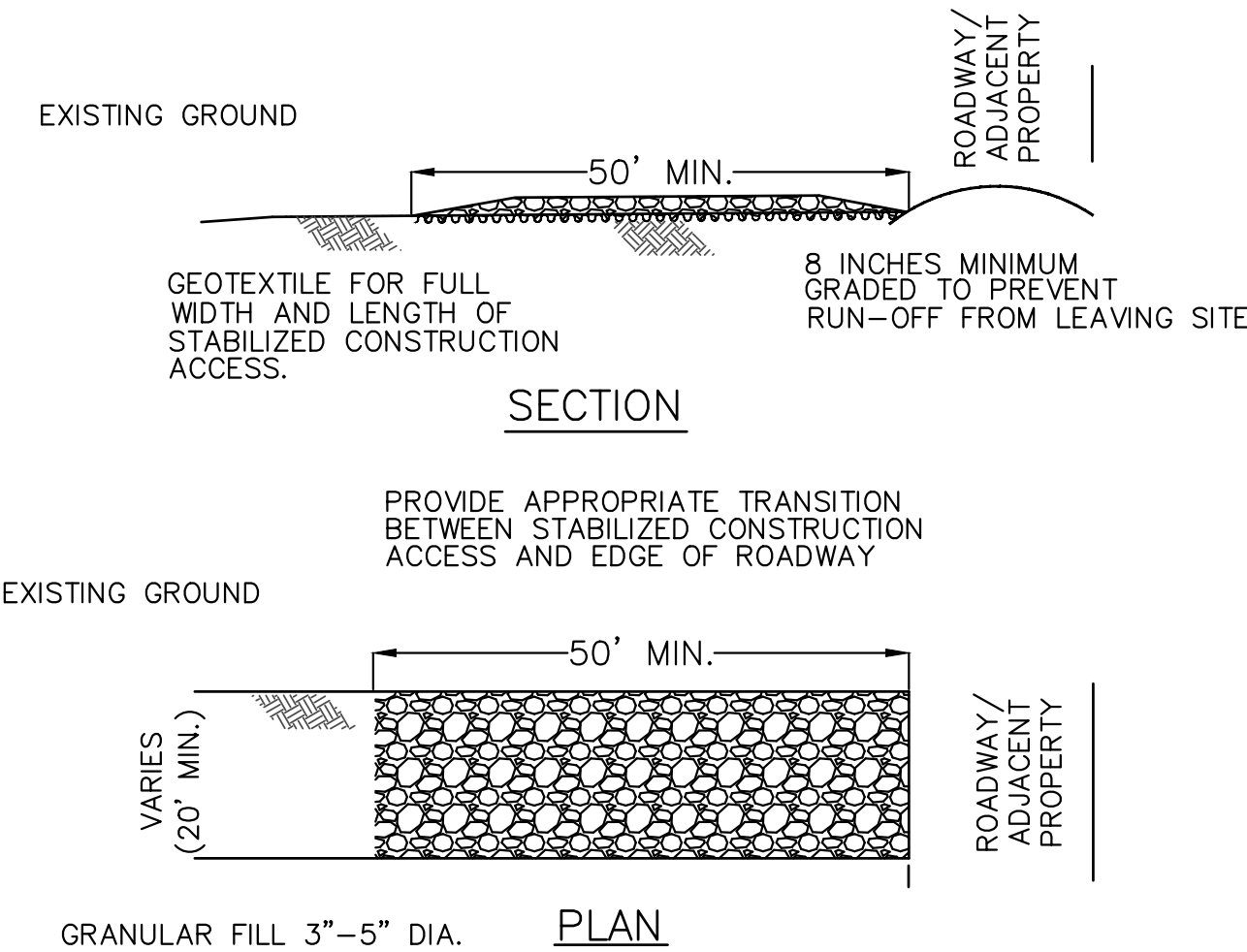
SOLID- INDENTED
APPROX. WEIGHT 150 LBS.
M.H. COVER



UTILITY LINE CONFLICT DETAIL
N.T.S.

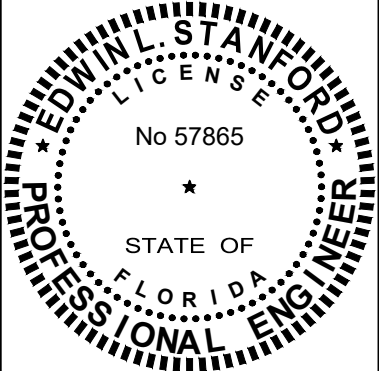
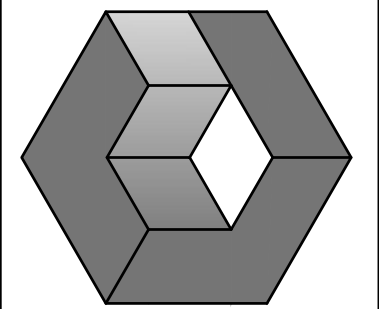
PLAN
NOTES:
M = 8" WHERE N = 8" OR 12"
M = 10" WHERE N = 15"
M = 12" WHERE N = 18"
S = 8" MIN. THICKNESS OF CONC.
ENCASEMENT ALL AROUND
DROP PIPE.
MIN. DIAM. OF DROP PIPE LINE TO
BE NOT SMALLER THAN THE
DIAM. OF THE ENTERING
SEWER BY MORE THAN TWO
NOMINAL DIAMS. PROVIDED
THE MIN. DIAM. SHALL NOT
BE LESS THAN 8".

COMPACTED
BACKFILL
VARIES
OF DROP PIPE
TO BE AT SAME
ELEVATION AS



NOTES:

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REV	DATE	DESCRIPTION

DESTIN COTTAGES PUD SUBDIVISION	DESTIN, FLORIDA 32541
DETAILS 2 OF 2	Not valid unless bearing Engineer's seal & original signature
Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	C2.02
SHEET NUMBER	12 OF 14

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SPECIFICATION: CLEARING AND GRUBBING

All site Clearing and Grubbing shall be in accordance with section 110 of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. This work shall be performed in the following areas:

A. All street rights-of-way.
B. All areas where excavation or embankment are to take place.
C. Detention areas.

In addition, certain other areas where underground utilities are to be installed are to be cleared and grubbed to the extent necessary to properly install the utilities. Such work shall be incidental to the contract unit price for the utility to be installed.

- SCOPE: Site clearing work includes, but is not limited to:
- A. Removal of trees and other vegetation.
B. Topsoil stripping.
C. Clearing and grubbing.
D. Removing above grade improvements.
E. Removing below grade improvements.

JOB CONDITIONS:

- Traffic:
Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the Owners and or Local approving authority.
- Clearing and Protection in Construction Areas:
Preserve trees 6 inches or larger measured breast height (6"dbh) where possible within construction area.
- Protection of Existing Improvements:
Provide protection necessary to prevent damage to existing improvements indicated to remain in place.
- Protect improvements on adjoining properties and on project site.
- Restore damaged improvements to original condition as acceptable to the Owner.

LIMITATIONS:
Clearing will be limited to the extent necessary to allow for construction of the proposed improvements as a result of:

- Need for access to the project site for construction equipment.
Essential grade changes.
Surface water, drainage and utility installation.
Location of driveways, buildings, and required parking.

CLEARING AND GRUBBING:
Remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with the installation of new construction. Rental includes digging out stumps and roots. Do not remove items elsewhere on site or premises unless specifically indicated. Disposal of trees, limbs, stumps, and debris shall be the responsibility of the Contractor.

Strip topsoil to whatever depths encountered to prevent intermingling with underlying subsoil or other objectionable material. Cut heavy growths of grass from areas before stripping.

Stockpile topsoil in storage piles in areas shown or where directed by the Owner. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent windblown dust.

Dispose of unsuitable or excess topsoil same as specified for waste material.

FILLING:
Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to density equal to adjacent ground, unless otherwise shown on the plans.

REMOVAL OF IMPROVEMENTS:
Remove existing above and below grade improvements and abandoned underground piping or conduit necessary to permit construction and other work.

DISPOSAL OF WASTE MATERIALS:
No burning of any material, debris, or trash will be allowed.

Remove waste materials from project site on a daily basis and dispose of off-site in an approved area.

SPECIFICATION: EXCAVATION, EMBANKMENT AND SUBGRADE:

EXCAVATION, EMBANKMENT AND SUBGRADE: Shall be performed in accordance with Section 120 of the Florida D.O.T. Specifications. All subgrade fill material, and the top 12 inches in cut area, shall be compacted to 100 percent of maximum density as determined by AASHTO T-99. The Subgrade Compaction (Stabilization) shall conform to Section 160 of the Florida D.O.T. Specifications. In most cases this will consist of compacting existing cleaned soil. However, it is the contractor's responsibility to assure that the finished roadbed section meets bearing value requirements, regardless of the quantity of stabilizing materials to be added. One field density test shall be taken for each 5000 square feet or fraction thereof.

Where required subgrade density cannot be obtained, unsuitable material shall be removed so that the road base will be constructed on a minimum of 3 feet of suitable, properly compacted material. This work shall be included in the contract lump sum price for earth excavation.

SOIL CEMENT BASE: As a minimum the soil cement base course will conform generally to Section 270 of the Florida D.O.T. Specifications for Road and Bridge Construction. The detailed specifications of the soil cement base course are to be determined by an independent testing laboratory after testing of the material the contractor proposes to use. Moisture and cement content will be specified by the laboratory. However, as a guide for bid purposes, estimate 12% cement by weight and include a price reduction schedule if tests show less cement is required. The soil cement mix will be at optimum moisture content, i.e., neither mushy nor dry, but containing sufficient moisture to make a firm case when squeezed in the hand. Water should not appear on the hand when this requires 5 to 6 gallons per square yard but actual quantity of water to be added will depend on latent moisture in the base material. From a practical standpoint the highest moisture content should be maintained that permits packing and finishing without surface checking, shoving or rutting during compaction and finishing operations.

The freshly compacted and finished soil-cement mix must be adequately cured. An application of bituminous material such as RC-2, MC-3, RT-5 or asphaltic emulsion at the rate of 0.15 to 0.20 gal per square yard is preferred as the curing medium. Waterproof paper or moist hay is acceptable if properly maintained.

SAND-CLAY BASE COURSE: Shall comply with the requirements of Sections 240 and 912 of the Florida D.O.T. Specifications. Tests necessary to determine compliance with Section 912 shall be performed prior to placing the material on the roadbed. These tests include:

1. Composition and gradation.
2. Clay (material smaller than 0.005mm) 8 to 10
3. Silt (material from 0.005 to 0.005mm) 0 to 10
4. Combined clay and silt 8 to 25
5. Limerock Bearing Ratio Value (LBR) 0 to 75
6. Liquid Limit Not greater than 25
7. Plasticity Index Not greater than 6

The results of these tests shall be submitted to the engineer for approval. After approval of the material, the sand-clay base course shall be placed in accordance with Section 240. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. One density test shall be taken for each 5000 square feet or fraction thereof.

NOTE: Sand Clay base material shall not be used in areas where the seasonal high groundwater table is within two (2) feet of the bottom of the base material.

LIMEROCK BASE COURSE: Shall be constructed in accordance with Section 200 of the Florida D.O.T. Specifications for Road and Bridge Construction. The material shall meet the requirements of Section 911 of the Specifications. Tests necessary to determine compliance with Section 911 shall be performed prior to placing the material on the subgrade. These tests include:

1. Requirement
2. Liquid Limit Less than 35
3. Plastic Index Non-Plastic
4. Gradation 97% passing 3.5 inch sieve
5. Limerock Bearing Ratio Not less than 100

The results of these tests shall be submitted to the engineer for approval. After approval of the material, the limerock base course shall be placed in accordance with Section 200. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. A minimum of three density tests shall be made on each days compaction operations. More frequent tests shall be made as deemed necessary by the Engineer. The base shall be installed to a compacted thickness as shown on the plans, plus or minus one half inch. Deviations from this specification shall be corrected as indicated in the State Specifications.

GRADED AGGREGATE BASE COURSE: Shall comply with the requirements of Section 204 of the Florida D.O.T. Specifications. Tests necessary to determine compliance with Section 204 shall be performed prior to placing the material. These tests include:

1. Soundness Loss, Sodium Sulfate: AASHTO T 104.
2. Percent Wear: AASHTO T 96 (Grading A).
3. Sieve Analysis.
4. Limerock Bearing Ratio Value.

The results of these tests shall be submitted to the engineer for approval. After the approval of the material, the graded aggregate base course shall be placed in accordance with Section 204. The base course shall be compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T 180. At least three density tests shall be made on each day's final compaction operation of each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Engineer.

ASPHALT BASE COURSE: Shall comply with the requirements of Sections 280, 330, 331 and 916 of the Florida D.O.T. Specifications. The design mix for Asphaltic Base Course Type 3 shall conform to the requirements in Tables 331-1 and 331-2. The Minimum Marshall stability shall be 1000 lbs./sq. in. as indicated in Table 331-2. Percent bitumen by weight of total mix: 5.0 (minimum). Two copies each of the actual design mix shall be submitted to the Engineer. Written approval of the Asphalt base course design mix must be obtained from the engineer prior to commencing base course construction. Once the design mix has been approved by the engineer, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance. After the approval of the mix design, the Asphalt base course shall be placed in accordance with Section 280 and compacted in accordance with Section 330-10.

NOTE: STORMWATER DRAINAGE SHALL BE CONTROLLED DURING ALL PHASES OF CONSTRUCTION.

SPECIFICATION: ASPHALT CONCRETE PAVING

SCOPE: This section includes materials and work required for installation of flexible asphaltic concrete pavement for parking and drive areas shown on the plans.

APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All asphalt construction shall be in accordance with applicable sections of the Florida Department of Transportation Specifications for Road and Bridge Construction unless modified herein.

A. Florida Department of Transportation Specifications:

- Section 901 Course Aggregate
Section 902 Fine Aggregate
Section 916 Bituminous Materials
Section 917 Mineral Filler
Section 300 Bituminous Treatments, Surface Courses and Concrete Pavement
Section 331 Type S Asphalt Concrete

B. American Society for Testing and Materials (ASTM) Publications:

- D 1557 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 kg) Rammer and 18-in. (457 mm) Drop.
D 1559 Marshall Stability Mix Design

SUBMITTALS:

- A. Asphalt Design Mix:
1. Before any asphalt surface is constructed, submit two copies of each of the actual design mix to the Engineer and Owner.
2. Written approval of the asphaltic concrete design mix must be obtained from the Engineer and Owner prior to commencing asphalt pavement construction.
- B. Material Certificates: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds specified requirements.
- C. Asphalt extraction tests.
- D. Aggregate gradation tests.
- E. Marshall stability tests.

JOB CONDITIONS:

- A. Weather limitations: Apply prime and tack coats when ambient temperature is above 40 degrees, and when temperature has not been below 35 degrees for 12 hours prior to application. Do not apply when base is wet or contains excess moisture.

MATERIALS:

- A. Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with section 917 of the Florida DOT Specifications.
- B. Asphalt Cement: The bituminous material shall be AC-20, viscosity grade and comply with section 916 of the Florida DOT Specifications.
- C. Course Aggregate: Comply with section 901 of the Florida DOT Specifications.
- D. Fine Aggregate: Comply with section 902 of the Florida DOT Specifications.
- E. Prime Coat and Tack Coat: The bituminous material for the Prime Coat shall be MC-70. The bituminous material for the Tack Coat shall be AC-20, or Emulsified asphalt, grade RS-2 and comply with the requirements in Section 300 and 916 of the Florida DOT Specifications.
- F. Asphaltic Concrete Design Mixes:

1. Asphalt shall conform to the requirements for Type S Asphalt as indicated in Section 331 of the Florida DOT Specifications.
2. Mix shall be within sieve analysis and bitumen range given in Section 331 of the Florida DOT Specifications.
3. Minimum Marshall stability shall be in 1500 lbs./sq. in. as indicated in Table 331-2 of the Florida DOT Specifications.
4. Percent bitumen by weight of total weight mix: 5.0 - 8.5.
5. Once design mix has been accepted by Engineer and Owner, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis analysis values fall outside these tolerances, design mix must be resubmitted for acceptance.
6. Provide asphalt-aggregate mixture as recommended by local or state paving authorities to suit project conditions. Use locally available materials and gradations which meet Florida DOT Specifications and exhibit satisfactory record on previous installations.

BASE COURSE PREPARATION:

- A. Prior to construction of the base course, the top 12 inches of subgrade shall be compacted to a minimum soil density of 98% of the Modified Proctor Test Density (ASTM 1557). The subgrade shall be sterilized by a borate or chlorate sterilant containing not less than 25% sodium chlorate and shall be mixed thoroughly with water at the rate of 1-1/2 lbs. of sterilant per gallon of water. The sterilant shall be applied evenly at the rate of 0.2 gallons per square yard to subgrades that are less than 12" below original grades. If prepared base course will not be immediately covered with asphalt on the same day and wind-blown seeds will contaminate the base course surface, the sterilants shall be applied to the base course contaminate the base course.
- B. Remove loose material from compacted base material surface immediately before applying prime coat.
- C. Proof roll prepared base material surface to ensure unstable areas have been corrected and are ready to receive paving.

D. Prime Coat:

1. Apply bituminous prime coat to base material surfaces where asphaltic concrete paving will be constructed.
2. Apply bituminous prime coat in accordance with Section 300 of Florida DOT Specifications.
3. Apply at minimum rate of not less than 0.15 gal./sq. yd. over compacted base material. Apply material to penetrate and seal, but not flood, surface.
4. Cure and dry as long as necessary to attain penetration and evaporation of volatile.

E. Tack Coat:

1. Tack coat shall be applied in accordance with Section 300 of Florida DOT Specifications. Apply to contact surfaces of previously constructed asphalt or portland cement and concrete and surfaces abutting or projecting into asphalt concrete pavement.
2. Apply tack coat to full depth asphalt base course and sand asphalt base course. Apply emulsified asphalt tack coat between each lift or layer of full depth asphalt and sand asphalt bases and on surface of such bases where asphaltic concrete paving will be constructed.
3. Distribute at rate of 0.08 gal./sq. yd. of surface.
4. Allow to dry until at proper condition to receive paving.

PLACING ASPHALT MIX:

- A. Place asphalt concrete mixture on prepared surface, spread, and strike off. Spread mixture at the following minimum temperatures:
1. When ambient temperature is between 40 degrees F and 50 degrees F: 285 degrees F.
2. When ambient temperature is between 50 degrees F and 60 degrees F: 280 degrees F.
3. When ambient temperature is higher than 60 degrees F: 275 degrees F.
- B. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
- C. Paver Placing:
1. Place in strips not less than 10'-0" wide, unless otherwise acceptable to the Contracting Officer.
2. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.
- D. Joints:
1. Construct joints between old and new pavements as detailed in the plans.
2. Joints between successive days' work shall be constructed to ensure continuous bond between adjoining work.
3. Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course.
4. Clean contact surfaces and apply tack coat.

COMPACTION:

- A. Each lift of asphalt shall be compacted to a minimum of 98% of the Marshall test ASTM D1559).
- B. Begin rolling when mixture will bear roller weight without excessive displacement.
- C. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- D. Breakdown Rolling:
1. Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge.
2. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- E. Second Rolling:
1. Follow breakdown rolling as soon as possible, while mixture is hot.
2. Continue second rolling until mixture has been thoroughly compacted.
- F. Finish Rolling:

1. Perform finish rolling while mixture is still warm enough for removal of roller marks.
2. Continue rolling until roller marks are eliminated and course has attained maximum density.
- G. Patching:
1. Remove and replace paving areas mixed with foreign materials and defective areas.
2. Cut out such areas and fill with fresh, hot asphalt concrete.
3. Compact by rolling to maximum surface density and smoothness.

H. Protection:

1. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
2. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

FIELD QUALITY CONTROL:

- A. An Independent Testing Laboratory, selected and paid by the contractor shall be retained to perform construction testing of in-place asphalt courses for Asphalt Extraction, Aggregate gradation, Marshall Stability, thickness and surface smoothness.
- B. Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings.
- C. Surface Smoothness: Testing shall be performed on the finished surface of each asphalt concrete course for smoothness, using 10'-0" straightedge applied parallel with, and at right angles to centerline of paved area. The variation of the surface from the edge of the straight edge between any two contact points shall not exceed 1/4". Check surface areas at intervals necessary to eliminate ponding areas. Repair or remove and replace unacceptable paving as directed by the Contracting Officer.
- D. Asphalt content, Aggregate gradation, and Marshall Stability shall be as specified in Section 331 of the Florida DOT Specifications.

SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

SCOPE: This section includes sidewalks, curbs, and miscellaneous concrete pavement.

APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All concrete construction shall be in accordance with applicable sections of the Florida Department of Transportation Specifications for Road and Bridge Construction unless modified herein.

A. Florida Department of Transportation Specifications:

- Section 345 Portland Cement Concrete
Section 350 Cement Concrete Pavement
Section 520 Concrete Gutter, Curb Elements and Traffic Separator
Section 931 Metal Accessory Materials for Concrete Pavement and Concrete Structures

B. American Society for Testing and Materials (ASTM) Publications:

- A 615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement
D 1557 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. (4.54 kg) Rammer and 18-in. (457 mm) Drop.
D 1751 Preformed Expansion Joint Filler for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types)

SUBMITTALS:

- A. Material Certifications: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

MATERIALS:

- A. Forms:
1. Steel, wood, or other suitable material of size and strength to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
2. Use flexible spring steel forms or laminated boards to form radius bends as required.
- B. Form Release Agent:
1. Coat forms with nonstaining type coating that will not discolor or deface surface of concrete.
- C. Welded Wire Mesh:
1. Welded plain cold-drawn steel wire fabric. Furnish in flat sheets, not rolls, unless otherwise acceptable to Contracting Officer. Welded wire mesh shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Wire fabric shall comply with Sections 931 of the Florida DOT Specifications.
- D. Reinforcing Bars:
1. Deformed steel bars, ASTM A 615, Grade 40. Reinforcing bars shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Deformed steel bars shall comply with Section 931 of the Florida DOT Specifications.
- E. Concrete Materials:
1. Comply with requirements of Sections 345 and 350 of the Florida DOT Specifications for concrete materials, admixture, bonding materials, curing materials, and others as required.
- F. Joint Fillers:
1. Resilient premolded bituminous impregnated fiberboard units complying with ASTM D1751. Joint fillers shall comply with Section 932 of the Florida DOT Specifications.

MIXING:

- A. Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing or high-range water reducing admixture (super-plasticizer), air-entraining admixture and water to produce following properties:
1. Compressive Strength: Minimum 3,000 psi for curb and walkways and 4,000 psi for pavement, at 28 days. In addition, concrete for pavement shall have a minimum modulus of rupture of 600 psi.
2. Slump Range: 3"-5".
3. Air Content: 3% to 6%.

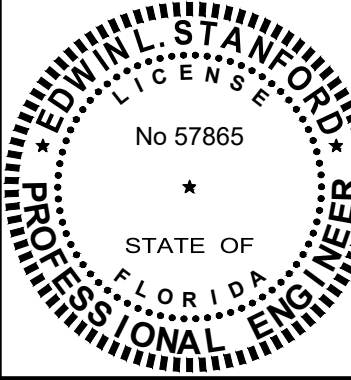
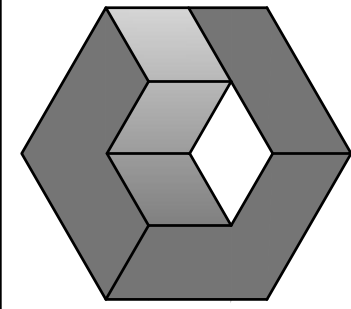
PREPARATION:

- A. Surface Preparation:
1. Remove loose material from compacted base material surface immediately before placing concrete.
- B. Compact the top 12 inches of subgrade to a minimum soil density of 98% for the Modified Proctor Test (ASTM D1557) to result in a minimum modulus of subgrade reaction (k) of 150 psi/in. Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after the unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.

CONCRETE INSTALLATION:

- A. Form Construction:
1. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
2. Check completed formwork for grade and alignment to following tolerances:
A. Top of forms not more than 1/8" in 10'-0".
B. Vertical face on longitudinal axis, not more than 1/4" in 10'-0".
3. Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.
- B. Reinforcement:
1. Locate, place, and support reinforcement to ensure compliance with plans.
- C. Concrete Placement:
1. Comply with requirements of Sections 345, 350, and 520 of Florida DOT Specifications for mixing and placing concrete.
2. Do not place concrete until base material and forms have been checked for line and grade. Moisture base material if required to provide uniform dampened condition at time concrete is placed. Concrete shall not be placed around manholes or other structures until they are at the required finish elevation and alignment.
3. Place concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.
4. Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour place construction joint.
- D. Curbs and Gutters:

1. Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.



REVISONS:	REV	DATE	DESCRIPTION						

DESTIN COTTAGES PUD
SUBDIVISION
DESTIN, FLORIDA 32541
SPECIFICATIONS 1 OF 2

Not valid unless bearing Engineer's seal & original signature

Job:	0600.19.001
Date:	02/07/20
Designed:	ELS
Drawn By:	ZDB
Checked:	ELS
DRAWING NUMBER	
C3.01	
SHEET NUMBER	
13 OF 14	

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CERTIFICATE OF AUTHORIZATION NO. 28155

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1.Precast Concrete Manholes:All manholes shall be of precast concrete construction and shall meet the requirements of ASTM C-4, except as modified herein. The concrete used shall be type II or approved equivalent with a 28-day strength of 4000 lbs. per sq. inch.

The vertical walls shall have a minimum thickness of five-inches and shall be reinforced a minimum of 0.12 sq. inch per linear foot. The flat tops on shorter manholes shall be reinforced with No. 6 bars on six-inch centers both ways or as shown on the drawings.

The inside diameter shall be 48 inches on the riser sections with an eccentric cone section that narrows to 24 inches inside diameter at the top. The cone section shall be used on manholes with a depth of 5 feet or more and flat top used on manholes less than 5 feet.

The bottom section shall be of monolithic design with a minimum bottom thickness of six-inches.

The joints between the sections shall be tongue and groove with the tongue up and the groove down and shall be sealed with round or other flexible type natural rubber joint rings. In addition to the rubber ring gaskets, the interior and exterior voids in the pipe joints shall be sealed with "RAM-NEK" flexible plastic gasket manufactured by K.T. Snyder Company. "RAM-NEK" shall be installed in strict accordance with the manufacturer's recommendations.

2.Manhole Accessories:Manhole steps shall be constructed of 1/2-inch steel road completely encased in a corrosion-resistant rubber capable of resisting chemicals and gasses encountered in manholes. Each step shall have a vertical load resistance of 400 lbs. and a pull out resistance of 500 lbs. per leg. Each step shall be a minimum of 12 inches wide and each leg shall extend 5 inches from the manhole face and have a 4-inch wall penetration. Steps shall have foot guide lugs and traction cleats and shall be installed on 16-inch centers. The manhole frames and covers shall be Vulcan Foundry No. VM-51, Neenah Foundry No. R-1600 series or equivalent. Solid covers shall be marked "SEWER". Frames for the covers shall be set to grade in a bed of cement mortar. Frames and covers shall be machined or ground at bearing surfaces to seat firmly and prevent rocking. Any set not matching perfectly shall be removed and replaced at no additional cost.

3.Water-Proofing:Both concrete and pre-cast sections below grade shall be pointed on the outside with either two coats of bitumastic point or a heavy layer of emulsified asphalt to water-proof completely. Manholes shall be inspected for water tightness prior to being placed in service. All incoming and outgoing sewer lines shall be plugged and the manhole filled with water to a level to create a minimum positive head of two feet or above the highest section joint. If the water level drop exceeds 1/8" per vertical foot of manhole depth in 5 minutes, the manhole shall have failed the test.

4.Manhole Invert Channels:The manhole invert channels shall be smooth and accurately shaped to a semicircular bottom conforming to the connecting sewer section. Invert channels and manhole bottoms shall be shaped and smoothed with one to two (1-2) cement-sand mortar of still consistency. Changes in size and grade shall be made gradually and evenly.

F. Submittals:The Contractor shall submit a minimum of four (4) copies of catalog data for approval by the Engineer for materials to be used. This submittal shall include but not be limited to the following:

1. Pipe
2. Fittings
3. Manholes
4. Manhole steps
5. Frames and covers
6. Coatings

PRESSURE PIPING:

This section includes furnishing and installing all pressure pipework and appurtenances for potable and non-potable water systems complete and fully operable in all respects.

A. Materials:All material shall be free from defects impairing strength and durability and be of the best commercial quality for the purpose specified. It shall have structural properties sufficient to safely sustain or withstand strains and stresses to which it is normally subjected and be true to detail.

Certified records of material tests made by the manufacturer or by a reliable commercial laboratory shall be submitted to the Engineer if requested.

All pipework will be inspected upon delivery and such as does not conform to the requirements of these specifications shall be rejected and must be immediately removed from the site by the Contractor. The Contractor shall furnish and provide all labor necessary to assist the Engineer in inspecting the material.

The basis of rejection shall be as specified in applicable ASTM Specifications.

B. Unplasticized Polyvinyl Chloride (PVC) Pressure Pipe:PVC pressure pipe shall have a bell-type joint designed for conveying potable water under pressure. Ring-type neoprene gasket shall be provided in recesses in the bells to make the joints watertight for all slip joint piping. Only where specifically called for on the construction plans shall solvent-weld or flanged connections be used. All fittings shall be of the same joint design as recommended by the manufacturer. PVC pipe shall meet or exceed the minimum requirements of Commercial Standard CS-256063 for type 1120 material made to SDR-21 dimensions. PVC compounds used shall be as specified in ASTM D-1784. Dimensions for PVC pipe shall be as specified in ASTM D-2241, Class Designation 12454-B. PVC joints shall meet ASTM D-3139, for Bell End Pipe. PVC pipe shall be as manufactured by the Johns-Manville Co., the Ethyl Corp., the Certain-Teed Products Corp, the Clow Corporation or approved equivalent.

All fittings for PVC pressure pipe shall be cast iron mechanical joint meeting ANSI Standard Specification A21.10, latest, Cast Iron Fittings, 2 inch through 48 inch for Water and Other Liquids unless indicated otherwise on the construction plans. Minimum pressure rating shall be equal to that of the pipe specified. Linings and coatings shall be as specified on the next page under Linings and Coatings for Ductile Iron Pipe.

Unless otherwise indicated on the drawings all PVC pressure pipe shall be SDR-21 type. All pressure piping shall be supplied in the following colors:

1. Potable water – Blue
2. Non-potable water – Purple
3. Sewer force main – Green

Standard laying lengths shall be 20 feet and randoms shall not be less than 10 feet.

Pipe for potable water use must be certified as suitable by the National Sanitation Foundation (N.S.F.) and marked as follow: NSF-PW.

Each length of pipe shall be clearly marked with the following information at intervals of not more than five feet:

1. Nominal pipe size
2. Material designation code
3. Standard pipe dimension ratio and pressure class
4. ASTM Designation D-2241
5. Manufacturer's name (or trademark)
6. NSF approval seal, if applicable.

C. Ductile Iron Pipe:Ductile iron pipe shall meet the requirements of ANSI A21.51, including Addenda A21.51a. Pipe dimensions shall conform to Federal Specification WW-P-421, Class 150. Each pipe shall be conspicuously marked on the outside of the barrel to readily identify it from cast-iron. Metal thickness shall conform to ANSI A21.51, Table 51.1, 2-1/2 to 5 feet cover.

1.Mechanical Joints:ANSI Standard Specification A21.11, Rubber Gasket Joints for Cast-Iron Pressure Pipe and Fittings.

2.Push-on Joints:ANSI Standard Specification A21.11, Rubber Gasket Joints for Cast-Iron Pressure Pipe and Fittings, Single gasket push-on type.

3.Flanged Joints:ANSI Standard Specifications B16.1, Cast-Iron Pipe Flanges and Flanged Fittings, 125 pounds. Screwed on flanges, faced and drilled to ANSI Class 125 pound template. The flanged joints shall be assembled by threading plain end pipe and screwing on long hub flanges. The connection shall then be power tightened and refaced across both face of flange and end of pipe. Provide one-sixteenth-inch ring gaskets of red sheet rubber meeting the requirements of Grade I, Table 1 of ASTM Specification D-1330, Sheet Rubber Gaskets. Connections shall be made with machine bolts and hexagonal nuts.

4.Fittings:Fittings shall meet ANSI Standard Specification A-21.10, latest, Cast-Iron Fittings, 2 inch through 48 inch for Water and Other Liquids. Minimum pressure rating shall be equal to that of the pipe specified.

D. Linings and Coatings for Ductile Iron Pipe: pipe, valves and fittings for potable water shall be thin cement lined in compliance with ANSI Standard A21.4 (AWWA C104) Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water. All ductile iron pipe and fittings for non-potable and sewer force mains to be installed underground shall be coated on the interior with hot-dip coal-tar. All ductile iron pipe and fittings to be installed underground shall be coated on the exterior of all above ground pipe with a minimum of two coats. The assembly has a coat of rust inhibitor prime compatible with the finish paint schedule. All bolts, nuts, studs and other uncoated parts of joints for underground installation shall be coated with asphalt or coal-tar prior to backfilling.

CONTINUED ON NEXT COLUMN

E. Copper Locator Wire:Contractor shall install number 10 insulated copper locator wire 18" directly above the top of the pipe. The wire shall be connected to a continuous circuit connection. DO NOT WRAP 10" above the ground line. Wire shall be connected for a continuous circuit connection. DO NOT WRAP wire around pipe.

The Contractor shall submit a minimum of four (4) copies of catalog data for

F. Submittals:approval by the engineer for materials to be used. This submittal shall include but not be limited to the following:

1. Pipe
2. Fittings
3. Interior coating
4. Exterior coating

VALVES, HYDRANTS AND MISCELLANEOUS APPURTENANCES:

This section includes furnishing and installing complete all equipment and materials necessary for a complete and fully operable system.

A. Materials:All materials shall be free from defects impairing strength and durability and be of the best commercial quality for the purpose specified. It shall have structural properties sufficient to safely sustain or withstand strains and stresses to which it is normally subjected and be true to detail.

All pipework will be inspected upon delivery and such as does not conform to the requirements of these specifications shall be rejected and must be immediately removed from the site by the Contractor. The Contractor shall furnish and provide all labor necessary to assist the Engineer in inspecting the material.

The basis of rejection shall be as specified in applicable ASTM Specifications.

B. Valves:

1.Gate Valves:All gate valves shall conform to AWWA Specifications for a working pressure of 200 psi. All valves shall open counterclockwise. Valves installed below ground shall be fitted with hub-type hand operators and shall have a cast-iron valve box installed concentrically over the valve. The top of the valve box shall be set flush with the ground and shall have a cast-iron cover. Valves installed above ground shall be fitted with wheel-type hand operators. Valves used for ties to existing pressure system shall be mechanical joint.

a. Valves Three Inches and Over: Valves shall be manufactured in accordance with AWWA Specification C-509. They shall be iron body, resilient-seated gate valves with nonrising stems with wide flanged, mechanical joint or spigot ends depending on installation. Flanged gate valves shall be provided with 125 lb. American Standard flanges.

b. Valves Under Four Inches: Gate Valves under four inches shall be iron or bronze body, resilient wedge valves equipped with nonrising stem and 2" operating nuts.

2.Check Valves:Provide check valves meeting the following requirements:

a. Over Three-Inches: The check valves over three-inches (3") shall be iron-body, bronze-mounted, horizontal-swing check with flanged ends. All working parts shall be spring-loaded to prevent slamming. The check valves shall be M&H Fig. 250F, American Darling 50 Line or approved equivalent.

b. Under Three-Inches: Check valves under three-inches (3") shall be screwed-end, bronze-body, silent check valves as manufactured by Crane Co., No 34 or approved equivalent.

3.Air Release and Vacuum Valves:The combination air release and vacuum valve shall be furnished with both a large and small orifice. The valve shall automatically function to release to atmosphere both large and small amounts of air that accumulate in the pipeline. Once the air has been exhausted both the large and small valves shall seat tightly to prevent water leakage. The valve shall also function to admit air into the line, tank or chamber under emergency conditions, or when it is being drained. The valve body and cover shall be of semi-steel; floats of stainless steel; levers of bronze and resilient seats. The air and vacuum valve shall be manufactured by G-A Industries, Inc. Type 1-AV or approved equivalent.

4.Butterfly Valves:Provide valves conforming to AWWA C-504 (latest) with lug wafer type body suitable for use between ANSI 125 or 150 lb. flanges. Disc shall be 316 stainless steel or have a welded nickel edge. Valve shaft shall be supported on three permanently lubricated bronze or on TFE coated stainless steel bearings. The valve seat shall be of Hycar or equivalent. Disc-to-shaft connections shall be 316 stainless steel and securely locked in position. Valves 8-inches and larger shall have a thrust collar of stainless steel. Three shaft seals shall be provided from internal and external corrosion. Inlet position levers shall provide manual throttling and locking in any position from open to closed. Butterfly valves and actuators shall be Figure 632 as manufactured by DeZurick or approved equivalent.

5.Hose Bibs:Hose bibs shall be Crane No. 58 or approved equivalent.

C. Hydrants:

1.Spacing:Spacing shall be as approved by the Engineer.

2.Fire Hydrants:All fire hydrants shall be 5-1/4 inch hydrants with two 2-1/2 inch connections and one pumper connection designed for 150 psi working pressure, and shall conform to the requirements of AWWA C-502. Hydrants shall have mechanical joint inlets, shall be for a 3-foot bury, and shall be breakaway or traffic model, dry barrel type.

The hydrants shall be Mueller Co., Centurion A-423, M&H Type No. 129, or approved equivalent.

The hydrants shall be painted safety red and nozzle caps to be color coded base on the hydrant's flow rating in accordance with National Fire Code NFPA-291 "Fire Flow Testing and Marking of Hydrants". After installation, South Walton Fire District will flow test the hydrant and color code the nozzles as required.

D. Water Services:

1.Water Meters shall be furnished and installed by the City of Freeport.

2.Tapping Saddles shall be Rockwell Model 311 or approved equivalent.

3.Corporation Stops shall be Ford Model No. F-1000; Hays Model 5200, or approved equivalent. Inlets shall have iron pipe threads and outlets shall have compression connections.

4.Curb Stops shall be Ford Model No. B-43-232-W with locking wing or approved equivalent. Inlets shall have compression connections and outlet shall have iron pipe threads. Valves shall be equipped with padlock eyes or approved equivalent.

5.Service Tubing shall meet the requirements of ASTM D-2666, SDR-9 and shall be listed as having the approval of the National Sanitation Foundation for Water Distribution; and shall have the NSF approval designation stamped on the tubing. Service tubing material shall be polybutylene. It shall be delivered in rolls and cut to required lengths.

6.Wye Branches for double services are to be pack joint wye branches, Ford Model No. Y44-243 or approved equivalent.

E. Valve Boxes:Cast-iron valve boxed shall be provided for all underground valve installations. They shall consist of a base covering the operating nut and head of the valve, a vertical shaft, at least 5-1/4 inch in diameter, and a top section, extending to point even with the finished ground surface. Provide a cast iron cover marked "WATER" or "SEWER" as required and placed concentrically over the operating nut. The valve boxes shall be Clow F-2452 screw type valve box, or an approved equivalent.

F. Steel Casing:All casing used for boring and bridge crossing shall be wrought steel Schedule 40 with a minimum yield strength of 35,000 psi.

Bore casing shall have an exterior protective coating of coal-tar enamel in accordance with AWWA C-204. The casing shall be installed by either jacking or boring at the option of the Contractor. Ends shall be free from splits or other rough edges which might damage the carrier pipes.

Bridge crossing casing exterior shall be painted with two (2) coats of rust inhibitor paint, light gray.

G. Backflow Preventer:Backflow preventers shall be one of the following types as indicated on the drawings:

1. Double check valve assembly shall be a complete assembly including two positive seating check valves, tight closing shut-off valves located upstream and downstream of the check valves, and four suitably placed ball-type test cocks. The entire assembly shall be protected by a strainer. The device shall be bronze construction. The first and second check valves shall be of modular design and interchangeable.

2. Reduced pressure principle backflow preventer assembly shall contain a minimum of two independently acting, approved check valves, together with an automatically operated pressure differential relief valve located between the two check valves. The assembly shall include tightly closing, shutoff valves located at each end of the assembly, and each assembly shall be fitted with properly located test cocks.

CONTINUED ON NEXT COLUMN

The backflow preventers shall be in full conformance with the American Society of Sanitary Engineering Standard for Double Check Valve Assemblies, ASSE Standard 1015 and with the requirements of the U.S.C. Foundation for Cross-Connection Control.

H. Submittals:The Contractor shall submit a minimum of four (4) copies of catalog data for approval by the Engineer for materials to be used. This submittal shall include but not be limited to the following:

1. Pipe and fittings
2. Tubing
3. Valves
4. Hydrants
5. All service materials
6. Casing
7. Backflow preventer

INSTALLATION:This section covers installation of gravity and pressure pipework. Excavation and backfilling shall be in accordance with the preceding, applicable sections of these specifications.

A. General:

1. All pipe, fittings and valves shall be carefully handled at all times to prevent damage to the pipe or other installations on the job site.

2. At times when pipe installation is not in progress, the open ends of the pipe shall be closed by approved means and shall remain closed until construction on that particular section is resumed, eliminating the possibility of any flow obstructions getting into the pipe.

3. All joints shall be wiped free of all dirt, sand and foreign material and the pipe shall be carefully examined for defects before installation.

4. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe.

5. Deviations from the piping location, line and grade indicated on the construction plans shall not be made without the prior approval of the Engineer.

B. Pipe Laying Procedures:

1.Gravity Flow Piping:Gravity flow piping shall be installed to the line and grade indicated on the construction drawings. Before lowering the pipe into the ditch, the bottom of the ditch shall be graded so that when the pipe rests on the ditch bottom, it will have a uniform bearing for its entire length. Bell holes shall be dug for bell placement. The pipe shall be carefully examined for defects and the inside cleaned. After placing the pipe in the ditch, the ends shall be wiped free from all dirt, sand and foreign material. The joints shall then be made in accordance with the recommendations of the pipe manufacturer.

Installation of pipe shall proceed in a upstream direction with bells facing in the direction of laying. All pipe reaches will be inspected for straightness. No bows or dips, either horizontally or vertically, will be accepted. A full circle of light must be readily seen when looking from one end of a pipe through to the other end.

2.Pressure Piping:Pressure piping shall be installed in strict accordance with the manufacturer's printed instructions. Before lowering the pipe into the trench the bottom of the trench shall be graded so that when the pipe rests on the trench bottom it will have a uniform bearing for its entire length. The pipe shall be carefully examined for defects and the inside cleaned. After placing the pipe in the trench, the ends shall be wiped free from all dirt, sand and foreign material. The joints shall be made in accordance with the recommendations of the pipe manufacturer.

Suitable concrete reaction or thrust blocks shall be applied on all lines (except those having screwed or flanged joints), at all tees, plugs, caps and bends deflecting 22-1/2 degrees or more, or movement shall be prevented by attaching metal rods or straps approved by the Engineer. Unless otherwise directed, the pipe shall be laid with bell ends facing in the direction of laying. Whenever it is necessary to deflect the pipe from a straight line, either in the vertical or horizontal plane, to avoid obstruction, to plumb stems, or where long radius curves are permitted, the degree of deflection shall be as recommended by the manufacturer of the pipe.

The minimum cover for pipe will be 30-inches unless otherwise indicated on the plans. The depth of cover shall be measured from the established street grades or the surface of the permanent improvement to the top of the barrel of the pipe. At street intersections or where the new pipe lines cross existing underground lines at the approximate same depth as the new line, the cover shall be increased and the new line laid in existing lines or structures. Where the existing lines or structures are of sufficient depth that the new lines when laid will have 6-inches of separating earth between them and other pipe or structure and 30-inches cover, the new lines may be laid above the existing lines.

3.Sub-Surface Explorations:Whenever necessary to determine the location of existing pipes, valves or other underground structures, the Contractor shall examine all available records and shall make all explorations and excavations for such purpose. Where the locations of existing structures are furnished by the Owner, they should be considered approximate only. The Contractor is responsible for locating and protecting all existing utilities whether shown on the drawings or not shown.

4.Protecting Underground and Surface Structures:Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

5.Construction Equipment:Mechanical equipment may be used for trenching and excavating. However, in places where the operation of same will cause damage to trees, shrubbery, pavements or existing structures, above or below ground, hand methods shall be employed.

Where a main is installed along paved streets, only rubber-tired equipment will be allowed for excavation and backfilling: the use of bulldozers or equipment with tracks will not be permitted. The Contractor will be responsible for any damage done to paved streets or lawns. Either air hammers or concrete saws should be used for cutting concrete pavement.

6.Unsuitable Conditions:No pipe shall be laid or manholes placed in water or unsuitable soils or conditions. Unsuitable soil, as determined by the Engineer, shall be removed or replaced with an approved material.

7.Trench Water:At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means, and no trench water shall be permitted to enter the pipe.

8.Setting Valves and Boxes:

a**Valves and Fittings:**Gate valves and pipe fittings shall be set and jointed to new pipe in the manner heretofore specified for cleaning, laying and jointing pipe.

b**Valve Boxes:**Cast-iron valve boxes shall be firmly supported and maintained, centered and plumb, over the wrench nut of the gate valve and box cover flush with the surface of the finished pavement or at such other level as may be directed.

9.Cutting Pipe:Cutting of pipe for inserting fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe.

10.Dewatering:The Contractor shall provide all necessary pumps to dewater the site properly, shall provide all labor and materials required to keep any open excavation dewatered during construction; and shall provide all necessary sheeting, bulkheads, drains, etc., so that construction operations may be performed under dry conditions. Discharge from pumps must be led to natural drainage channels, to drains, or to sewer.

11.Service Pipe:Service pipe shall have a minimum depth of 30 inches at all highway crossings and 18 inches elsewhere. The requirements for trenching and backfilling shall apply. Removal of pavement or sidewalk will not be permitted for water service lines. They may be installed by jacking, boring or pushing under sidewalks.

12.Casing:Steel casing shall be installed by either jacking or boring at the option of the Contractor. Any section damaged by the installation shall be removed from the casing leaving both ends free from splits or other rough edges which might damage the carrier pipe. All state highway crossings shall require steel casing.

13.Plugging Dead Ends:Standard plugs shall be inserted into the bells of all dead ends of pipes, tees or crosses, and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the appropriate manner.

14.Concrete Encasement and Specials:Provide concrete pipe encasements or special pipe supports as shown on the drawings or directed by the Engineer. Various pipe supports shall be worked out in the field to suit local conditions and emergencies. Where, in the opinion of the Engineer, pipe covering is inadequate, concrete encasement for protection shall be provided in accordance with the details on the drawings. Concrete encasements shall be made using concrete with a 28-day strength of 2000 psi and shall be to the dimensions indicated on the construction plans and as required by the applicable Department of Transportation or Public Health regulations. All other concrete needed to build and protect the pipe work shall be used at the direction of the Engineer.

15.Backfilling:Backfill material shall be free from shells, rocks or boulders, or any other objectionable material and shall be placed in the trench and compacted simultaneously on both sides of the pipe. The depth of the trench, or to an elevation level with ground on either side to the densities indicated in Section 2 of these specifications.

CONTINUED ON NEXT COLUMN

16.Repairing:Pavement removal where required in the construction of this project shall be done by the Contractor in accordance with the specifications of the Department of Transportation. Care must be taken to make the saw cut in a straight line so the patch will be neat.

Asphalt paving shall be replaced as described in the applicable sections of these specifications. Concrete paving and pavement shall be replaced using concrete with high early strength so that traffic may be resumed quickly. Concrete must be finished to conform with existing pavement.

17.Clean-Up:Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders, and restore all disturbed areas, including street crossing, grass plots, to as good a condition as existed before work started. All trenches shall be leveled, and loose material removed from pavement gutters and sidewalks, employing hand labor, if necessary.

C. Anchorage of Bends, Tees and Plugs:

1.Thrust Backing Placement:Reaction or thrust backing shall be placed on all pipe lines two-inches in diameter or larger at all tees, plugs, caps and at bends deflecting 22-1/2 degrees or more, or movement shall be prevented by attaching metal rods or straps as approved by the Engineer.

2.Materials for Thrust Backing:Reaction, or thrust backing shall be of concrete that has a 28-day compressive strength of not less than 2000 psi. Reaction backing will be placed in accordance with the details on the construction plans.

Backing shall be places between solid ground and the fitting to be anchored. The backing shall, unless otherwise directed, be so placed that the pipe and fitting joints will be accessible for repairs. No extra payment will be made for this material but shall be included in the unit price bid for the various sizes of pipe.

In some cases, the Engineer may direct the Contractor to provide backing using cables and deadman anchors where the soil conditions will not support the normal concrete type as described above.

TESTING AND INSPECTION:

A. General:During construction and at the completion of the work, the Contractor shall make such tests as required in these specifications or as may be directed by the Engineer. The Engineer will observe the tests, but the Contractor shall furnish all apparatus required and shall pay all costs connected therewith unless otherwise stated in these specifications.

Defective work shall be repaired immediately at the Contractor's expense.

In general, tests shall conform to usually accepted testing practices for the specific type and class of test. All data, observations and results will be carefully recorded, and the Engineer will be furnished two signed copies of all data and reports. Project acceptance may be held contingent on receipt of satisfactory test reports.

B. Hydrostatic Tests of Pressure Pipework:

1.Pressure During Test:After the pipe has been laid and backfilled as specified, each valved section of newly laid pipe shall, unless otherwise specified, be subjected to a hydrostatic pressure equal to the pressure rating of the pipe being tested. The Contractor shall record the testing by the use of a pressure recording gauge and after all testing is complete, the recordings shall be turned over to the Engineer for his files.

2.Duration of Pressure Test:The duration of each pressure test shall be at least 6 hours.

3.Procedure:Each section of pipe shall be slowly filled with water and the specified test pressure, measured at the lowest point of elevation, shall be applied by means of a pump connected to the pipe in a satisfactory manner. The pump, pipe connection, gauges, meter and all necessary apparatus shall be furnished by the Contractor.

The test shall be applied to each valved section in order to check the leakage through all valves.

4.Expelling Air Before Test:Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, if necessary, at points of highest elevation, and afterwards tightly plugged.

5.Definition of Leakage:Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section of it, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

6.Permissible Leakage:Suitable means shall be provided by the Contractor for determining the quantity of water lost by leakage under normal operating pressure. No pipe installation will be accepted until the quantity of water lost (evaluated at specific pressure) is less than the figures stated below:

Pipe Size	gal's/1000'/24 hrs.	gal's/1000'/1 hr.
2"	3.8 gal.	0.16 gal.
3"	5.7 gal.	0.24 gal.
4"	7.6 gal.	0.32 gal.
6"	11.4 gal.	0.48 gal.
8"	15.2 gal.	0.63 gal.
10"	18.9 gal.	0.79 gal.
12"	22.7 gal.	0.95 gal.

7.Variation From Permissible Leakage:should any test of combined sections of pipe laid disclose leakage greater than the specified limit, the Contractor shall, at his own expense, locate and repair the defective joints until the leakage is within the specified allowance.

8.Water for Testing:Water for testing shall be provided by the Contractor and at his own expense. The Owner shall provide and install a metered connection at no charge.

9.Time for Making Test:Pipe may be subjected to hydrostatic pressure, inspected, and tested for leakage at any convenient time after partial completion of backfill. The Contractor may test the system with joints exposed or will backfilling complete at his option. The Engineer and the Utility Company shall be notified at least 24 hours before beginning testing.

C. Tests of Gravity Pipework:

1.Inspection:It is imperative that all sewers and manholes be built practically watertight and that the Contractor must adhere rigidly to the specifications for material and workmanship. After completion, the sewers, or sections thereof, will be tested and gauged, and if infiltration is above allowable limits specified, the sewer will be rejected.

On completion of each section of sewer, or such other time as the Engineer may direct, the section of sewer is to be cleaned, tested and inspected. All repairs shown necessary by the tests are to be made, broken or cracked pipe replaced, all deposits removed and the sewers left true to line and grade as herein specified, or shown on the plans, entirely clean and ready for use. Each section of the sewer between manholes is to be shown from either end on examination, a full circle of light. Each manhole or other appurtenance to the system shall be the specified size and form, be watertight, and neatly and substantially constructed, with the top set permanently to exact position and grade.

2.Limits of Infiltration and Methods of Testing:The allowable limit of groundwater infiltration for the entire system shall be in accordance with ASTM C-425 and shall not exceed a limit of infiltration equal to 0.2 gal./mch diameter/hour/100 linear feet of pipe.

The test will be made by measuring the infiltration flow of water over a measuring weir set up in the invert of known distance from a temporary bulkhead or other limiting point of infiltration. After the sewer or sewers have been pumped out, and normal infiltration conditions prevail, tests shall be started.

Tests shall be run continuously for a period of not less than three (3) hours, with weir readings taken at 20 minute intervals. The test shall be made by the Contractor. The Engineer shall be notified 24 hours in advance. Where infiltration occurs in excess of the specified amount, the defective pipe or joints shall be located and repaired at the expense of the Contractor. If the defective portions cannot be so located, the Contractor, at his own expense, shall remove and reconstruct as much of the original work as necessary to obtain a sewer within the allowable infiltration limits upon such retesting as necessary.

D. Chlorination of Water Distribution Facilities:

1.Disinfection:After the water distribution system has been hydrostatically tested to the satisfaction of the Engineer and the Utility Company, it shall be disinfected in accordance with AWWA Specification C-601 which provides for contact with a 50 ppm solution of chlorine remaining for 24 hours, with chlorine residual of at least 10 ppm.

2.Chlorinating Valves and Flushing Hydrants:the process of chlorinating water pipe, all valves or other appurtenances shall be operated while the pipe line is filled with the chlorinating agent.

3.Final Flushing and Test:Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe line at its extremities until the replacement water throughout its length shall, upon test, both chemically and bacteriologically, be approved by the Florida Department of Environmental Regulation. The Contractor shall be responsible for arranging for the Test Samples.

4.Repetition of Procedure:Should the initial treatment, in the opinion of the Engineer, prove ineffective, the chlorination procedure shall be repeated until confirmed tests show that the water sampled conforms to the requirements stated above.

DESTIN COTTAGES PUD

SUBDIVISION

DESTIN, FLORIDA 32541

SPECIFICATIONS 2 OF 2

Job:

0600.19.001

Date:

02/07/20

Designed:

ELS

Drawn By:

ZDB

Checked:

ELS

DRAWING NUMBER

C3.02

SHEET NUMBER

14 OF 14

REVISIONS:

REV	DATE	DESCRIPTION

DESTIN COTTAGES PUD

SUBDIVISION

DESTIN, FLORIDA 32541

SPECIFICATIONS 2 OF 2

Not valid unless bearing Engineer's seal & original signature

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CERTIFICATE OF AUTHORIZATION NO. 28155

FLORIDA

PROFESSIONAL ENGINEER

NO 57865

EDMUND L. STANFORD

LICENSE

DESTIN COTTAGES

A PLANNED UNIT DEVELOPMENT

A REPLAT OF 412 KELLY STREET, LOT 170 & LOT 171, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO THE TOWN OF DESTIN FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 43(A), OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

LEGAL DESCRIPTION:

Parcel #1:

Lot 1, Block H, Eastwood 5th Addition, according to the map or plate thereof, as recorded in Plat Book 5, Page 8, of the Public Records of Okaloosa County, Florida.

Parcel #2:

Lot 171, Block D, Second Revision to Calhoun Subdivision of Addition to Town of Destin, according to the plat thereof, recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida.

Parcel #3

Lot 170, Block D, Second Revision to Calhoun Subdivision of Addition to Town of Destin, according to the plat thereof, recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT LISA A. FLETCHER TRUST, UNDER LAWS OF THE STATE OF FLORIDA AND AS OWNER OF THE LAND PLATTED AS "DESTIN COTTAGES PUD, DOES DECLARE THAT IT HAS CAUSED THE SAME TO BE SUBDIVIDED AND DEDICATES TO DESTIN COTTAGES PUD HOMEOWNERS ASSOCIATION, INC., ALL COMMON AREAS, ROADWAYS, STORMWATER RETENTION AREAS AND UTILITY EASEMENTS AS PRESENTED ON THIS PLAT. SUBJECT TO AND ENCUMBERED BY ALL THE RESERVATIONS, CONDITIONS AND REQUIREMENTS AS SET FORTH BY OKALOOSA COUNTY, FLORIDA.

THE DEVELOPER HAS EXECUTED THIS DEDICATION THIS _____ DAY OF _____, 2021.

BRAD FLETCHER, DEVELOPER

ACKNOWLEDGMENT TO DEDICATION:

STATE OF FLORIDA, COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2021 BEFORE ME, BRAD SHOULTS, PERSONALLY APPEARED AND WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AND ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT OF SAID DEVELOPER.

NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES

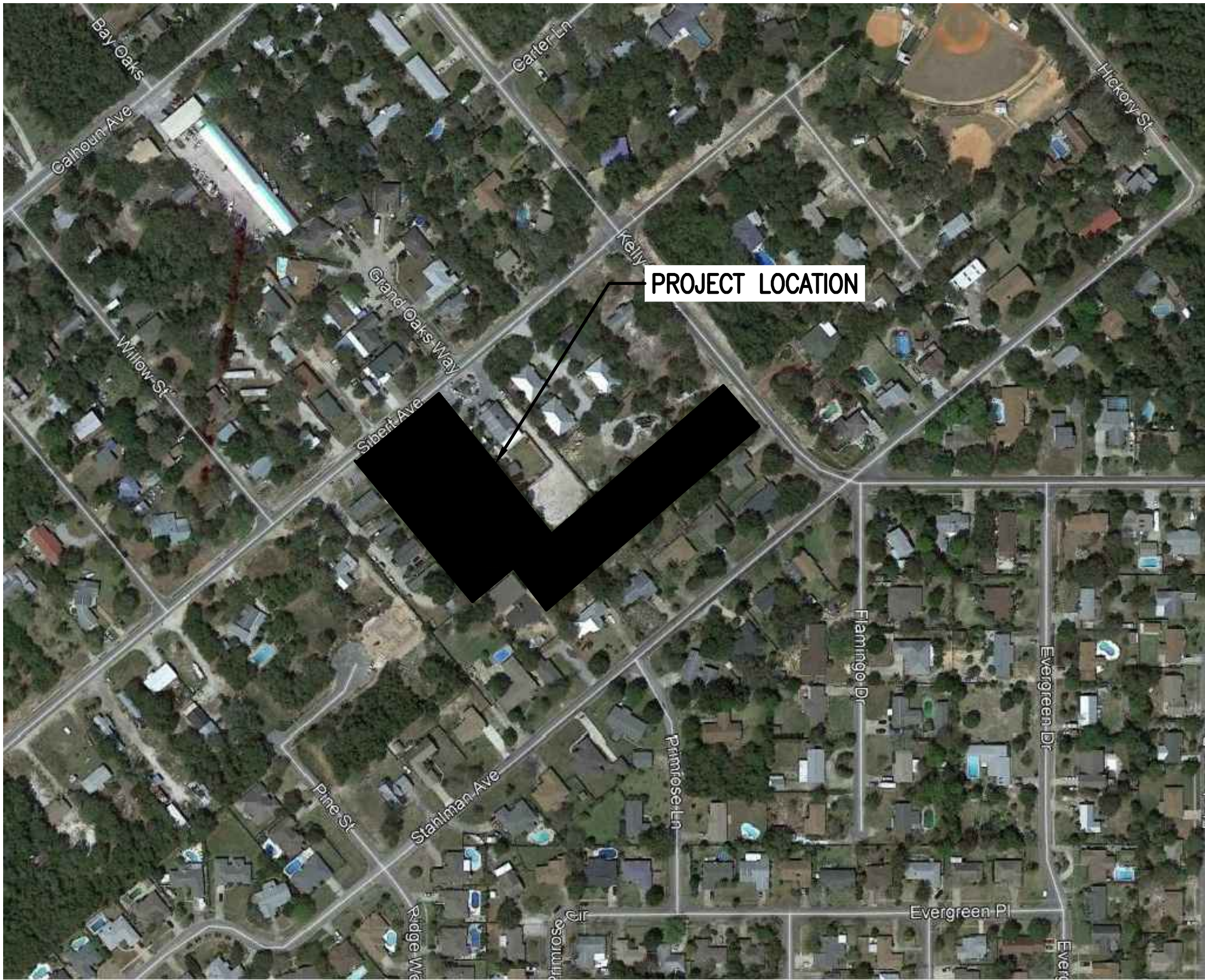
TITLE OPINION:

IT IS THE OPINION OF THE UNDERSIGNED, LICENSED IN THE STATE OF FLORIDA, THAT TITLE TO THE LANDS DESCRIBED HEREON IS IN THE NAME OF THE DEDICATORS AS SHOWN HERON, AND THERE ARE NO UNSATISFIED MORTGAGES ON THE LAND, EXCEPT AS SHOWN.

THIS OPINION RENDERED ON THE 6th DAY OF FEBRUARY, 2021.

BY: LORI ELLEN WARD, Esq.

FLORIDA BAR NUMBER 117560



NOTICE:

PURSUANT TO CHAPTER 177.091(28) FLORIDA STATUTES, ALL PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

NOTICE:

FLORIDA STATUTE 177.091 (27)

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

OKALOOSA COUNTY TAX COLLECTOR CERTIFICATE

I, BEN ANDERSON, DO CERTIFY ALL TAXES HAVE BEEN PAID ON THE PROPERTIES DESCRIBED HEREON THROUGH TAX YEAR _____, TO THE BEST OF MY KNOWLEDGE AS OF THE _____ DAY OF _____, 2021

BEN ANDERSON, OKALOOSA COUNTY TAX COLLECTOR

COUNTY CLERK'S APPROVAL:

I, J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR THE RECORD ON THE _____ DAY OF _____, 2021, IN PLAT BOOK _____, PAGE ____.

J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

MAYOR APPROVAL:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE COMMUNITY DEVELOPMENT DEPARTMENT, CITY OF DESTIN, FLORIDA AND APPROVED BY THEM ON THE _____ DAY OF _____, 2021.

GARY JARVIS, MAYOR OF DESTIN

PUBLIC SERVICES DEPARTMENT APPROVAL:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE PUBLIC SERVICES DEPARTMENT, CITY OF DESTIN, FLORIDA AND APPROVED BY THEM ON THE _____ DAY OF _____, 2021.

MICHAEL BURGESS, PUBLIC SERVICES DIRECTOR

CITY SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED BY THE CITY SURVEYOR OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA AND MEETS THE REQUIREMENTS OF CHAPTER 177 PART I, OF THE FLORIDA STATUTES AND WAS APPROVED BY HIM ON THE _____ DAY OF _____, 2021.

ERIC B. STUART, CITY SURVEYOR
FLORIDA REGISTRATION NO. 6707

CITY OF DESTIN APPROVAL:

THE CITY OF DESTIN, HAVING EXAMINED THE WRITTEN PLAT ON THE _____ DAY OF _____, 2021, DOES HEREBY APPROVE THE PLAT FOR RECORDING.

LANCE JOHNSON, CITY MANAGER

REY BAILEY, CITY CLERK

SURVEYOR'S CERTIFICATE:

I, SHANNON D. CLATCHEY, HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF LAND SURVEYED UNDER MY DIRECTION AND SUPERVISION, THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AS INDICATED HEREON AND THAT IT COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

SHANNON D. CLATCHEY, PROFESSIONAL LAND SURVEYOR AND MAPPER No. 6178
RARE EARTH SURVEYING & MAPPING, INC. - LB#7350
NICEVILLE, FLORIDA 32578
PHONE 850-729-2722
FAX 850-729-2797

THIS PLAT PREPARED BY:

RARE EARTH SURVEYING & MAPPING, INC. - LB# 7350
1430 PINE STREET
NICEVILLE, FLORIDA 32578
850-729-2722 FAX 850-729-2797

DESTIN COTTAGES

PLAT BOOK _____, PAGE _____

SHEET 1 OF 2

DESTIN COTTAGES

A PLANNED UNIT DEVELOPMENT

A REPLAT OF 412 KELLY STREET, LOT 170 & LOT 171, BLOCK D, SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO THE TOWN OF DESTIN FLORIDA, RECORDED IN PLAT BOOK 2, PAGE 43(A), OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

SHEET INDEX :

- 1.) DEDICATION AND CERTIFICATE SHEET
- 2.) PLAT BOUNDARY INFORMATION

ABBREVIATIONS:

R/W = RIGHT-OF-WAY
CM = CONCRETE MONUMENT
NO. OR # = NUMBER
TYP. = TYPICAL
(R) = RADIAL
(°) = DEGREES
(') = MINUTES OR FEET
(") = SECONDS
L.B. = LAND SURVEYING BUSINESS
P.B. = PLAT BOOK
O.R. = OFFICIAL RECORDS
LSB = LANDSCAPE BUFFER
PG. = PAGE
PRM = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
BSL = BSL
N = NORTH
S = SOUTH
E = EAST
W = WEST
AC. = ACRES

LEGEND :

- = DENOTES PERMANENT CONTROL POINT
PLACED PK NAIL AND DISK (L.B. # 7350)
- = PERMANENT REFERENCE MONUMENT, SET (P.R.M.)
(4" X 4" CONCRETE MONUMENT, L.B. #7350)
- = FOUND 4" CONCRETE MONUMENT NO #
- = PLACED 1/2" IRON ROD WITH CAP LB #7350
- = 25' X 40' COMMUNITY PARK

NOTICE:

FLORIDA STATUTE 177.091 (27)
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHWESTERLY BOUNDARY LINE OF SUBJECT PARCEL HAVING A BEARING OF NORTH 44°13'50" WEST.
2. ALL LOT LINES DEPICTED HEREON ARE NON-RADIAL (N.R.) UNLESS OTHERWISE NOTED.
3. ALL INTERIOR LOT CORNERS WILL BE MONUMENTED IN ACCORDANCE WITH FLORIDA STATUTE 177.091 (9).
4. THIS PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY BY RARE EARTH, INC. (PROJECT NUMBER: 16-0326) AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA STATUTES.

THIS PLAT PREPARED BY:

RARE EARTH SURVEYING & MAPPING, INC. - LB# 7350
1430 PINE STREET
NICEVILLE, FLORIDA 32578
850-729-2722 FAX 850-729-2797

DESTIN COTTAGES

PLAT BOOK _____, PAGE _____

SHEET 2 OF 2

Prepared by and return to:

Heritage Title Services
198 East Court Street, Suite 13
Lawrenceburg, KY 40342

DEPUTY CLERK PDUNN
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

File Number: LB187001838

(Space Above This Line For Recording Data)

Special Warranty Deed

This Special Warranty Deed made this 17th day of May, 2010, between Branch Banking and Trust Company, By Catherine L. Martin, Assistant Vice President whose post office address is 360 Central Avenue Suite 1600, St. Petersburg, FL 33701, grantor, and Bradford A Fletcher, a married person whose post office address is 412 Kelly Street, Destin, FL 32541, grantee;

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of NINETY SEVEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$97,600.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the Okaloosa County, Florida, to-wit:

Lot 1, Block H, Eastwood 5th Add, according to the map or plat thereof, as recorded in Plat Book 5, Page 8, of the Public Records of Okaloosa County, Florida.

Parcel Identification Number: 002S220716000H0010

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 claiming by, through or under grantors.

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

Signed, sealed and delivered in our presence:

Branch Banking and Trust Company

[Signature]
Witness Name: INEZ L POOL

Catherine L. Martin
By Catherine L. Martin, Assistant Vice President

[Signature]
Witness Name: Michelle Lutrzykowski

State of Florida
County of Pinellas

The foregoing instrument was acknowledged before me this 17th day of May, 2010, by
, Catherine L. Martin, Assistant Vice President of BRANCH BANKING AND TRUST COMPANY, on behalf of the
Corporation, she (☒) is personally known to me or (☐) has produced _____ as identification.



MICHELLE LUTRZYKOWSKI
Commission DD 637361
Expires May 9, 2011
Bonded Thru Troy Fahn Insurance 600-385-7019

[Signature]
Notary Public

Printed Name: Michelle Lutrzykowski

My Commission Expires: 5-9-11

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

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

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

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

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

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

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

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

17. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: P.O. Box 45023, Jacksonville, FL 32232-5023.

Inquiries regarding policy coverage and assistance in resolving complaints should be directed to the Company at (407) 481-8181. Claims must be reported in accordance with the Conditions and Stipulations.

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 January 1, 2020, reservations, restrictions and easements of record, if any.

Signed, Sealed and Delivered
in the Presence of:

Kathy Barber
Witness Print Name: Kathy Barber

Julie Stone
Witness Print Name: Julie Stone

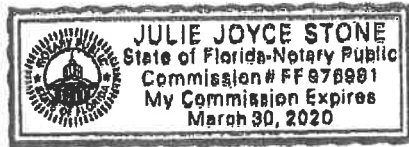
Coastal Nation LLC

Michael J Dragonette
Michael J Dragonette, Its Member

Linda Dragonette
Linda Dragonette, Its Member

STATE OF Florida
COUNTY OF Ocala

The foregoing instrument was acknowledged before me this the 2ND day of December, 2019, by Michael J Dragonette and Linda Dragonette, Members of Coastal Nation LLC, a Georgia limited liability company. They are () personally known to me or (X) have produced drivers licenses as photo identification.



Julie Stone
NOTARY PUBLIC (Signature)
PRINTED NAME OF NOTARY: Julie Stone
MY COMMISSION EXPIRES: _____

(AFFIX NOTARY SEAL HERE)

WARRANTY DEED

(Continued)

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

Signed, sealed and delivered in the presence of:

Melissa Bays
(Witness Signature)

Melissa Bays

Kevin Vines
(Witness Signature)

Kevin Vines

George B. Winton
George B. Winton

1917 Millbrook Drive
(Address)

Johnson City, TN 37604
(Address)

STATE OF Tennessee

COUNTY OF Washington

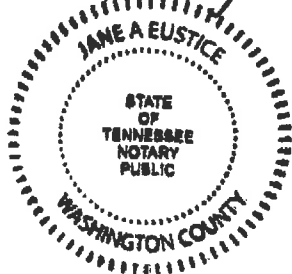
I, Jane A Eustice, a Notary Public of the County and State first above written, do hereby certify that George B. Winton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 29 day of July, 2019.

Jane A Eustice
Notary Public

My Commission Expires: May 3 2021

(SEAL)



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 January 1, 2020, reservations, restrictions and easements of record, if any.

Signed, Sealed and Delivered
in the Presence of:

Kathy Barber
Witness Print Name: Kathy Barber

Julie Stone
Witness Print Name: Julie Stone

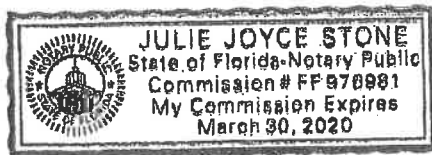
Coastal Nation LLC

Michael J Dragonette
Michael J Dragonette, Its Member

Linda Dragonette
Linda Dragonette, Its Member

STATE OF Florida
COUNTY OF Ocala

The foregoing instrument was acknowledged before me this the 2ND day of December, 2019, by Michael J Dragonette and Linda Dragonette, Members of Coastal Nation LLC, a Georgia limited liability company. They are () personally known to me or (X) have produced drivers licenses as photo identification.



Julie Stone
NOTARY PUBLIC (Signature)
PRINTED NAME OF NOTARY: Julie Stone
MY COMMISSION EXPIRES: _____

(AFFIX NOTARY SEAL HERE)

PREPARED BY AND RETURN TO:
J. BRIAN PAGE
LAW OFFICE OF DANIEL C. PERRI
4 ELEVENTH AVENUE, SUITE ONE
SHALIMAR, FL 32579
(850) 651-3011

Parcel ID: 00-28-22-0716-000H-0010

WARRANTY DEED OF GIFT

THIS WARRANTY DEED made this 20th day of August, 2014, by Bradford A. Fletcher, a married man, as to his non-homestead property, hereinafter called the Grantor, whose address is 9 Weekewachee Circle, Destin, Florida 32541,

to Lisa A. Fletcher, as Trustee of the Lisa A. Fletcher Revocable Trust Dated October 26, 2013, whose address is 9 Weekewachee Circle, Destin, Florida 32541, hereinafter called Grantee,

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

WITNESSETH: That the Grantor, for and in consideration of love and affection, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee the following described real property and to all that certain land situated in Okaloosa County, Florida, to-wit:

Lot 1, Block H, Eastwood 5th Add, according to the map or plat thereof, as recorded in Plat Book 5, Page 8, of the Public Records of Okaloosa County, Florida.

SUBJECT TO all other covenants, conditions, reservations, restrictions, rights-of-way, building setback lines, and easements appearing of record, if any, which are not hereby reimposed.

The property being conveyed hereby is not the homestead property of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any member of the household of Grantor resides thereon, nor is it contiguous with or adjacent to such homestead. The Grantor's residence is at the street address designated above.

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 in and to said land in fee simple; that the Grantor has good right and lawful authority to sell and convey interest in and to 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 the Grantor's interest in and to said land is free of all encumbrances, except taxes accruing from December 31, 2013.

Prepared By and Return To:

Vintage Title & Escrow, Inc.
1234 Airport Rd #108
Destin, FL 32541

File No. 19-2603

Property Appraiser's Parcel I.D. (folio) Number(s)
00-25-22-0310-000D-1710

18.50
1870.00
1888.50

WARRANTY DEED

THIS WARRANTY DEED dated July 31, 2019, by George B. Winton a married man,, whose post office address is 1917 Millbrook Drive, Johnson City, TN 37604, hereinafter called the grantor, to Lisa A Fletcher, Trustee of the Lisa A Fletcher Revocable Trust dated October 26, 2013, whose post office address is 9 Weekewachee Circle, Destin, FL 32541, hereinafter called the grantee:

(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 consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in Okaloosa County, Florida, to wit:

Lot 171, Block D, Second Revision to Calhoun Subdivision of Addition to Town of Destin, according to the plat thereof, recorded in Plat Book 2, Page 43A, of the Public Records of Okaloosa County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

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, 2018.

THIS INSTRUMENT PREPARED BY,
RECORDED AND RETURN TO:
Emerald Coast Title Services, LLC
2050 County Highway 30A, Unit M1-109
Santa Rosa Beach, FL 32459
File No. 19-0203 D

This is a purchase and sale transaction. Florida
Documentary Stamp Tax in the amount of \$2240
was collected based upon the purchase price of
\$320000.

Parcel ID No. 00-2S-22-0310-000D-1700

(SPACE ABOVE RESERVED FOR CLERK USE)

WARRANTY DEED

STATE OF FLORIDA
COUNTY OF OKALOOSA

THIS WARRANTY DEED, is made this the 2ND day of December, 2019, by and between
Coastal Nation LLC, a Georgia limited liability company whose address is: 1016 LaFontaine Ave,
Ocean Springs, Mississippi 39564, hereinafter referred to as "Grantor," and

Lisa A Fletcher, Trustee of the Lisa A Fletcher Revocable Trust Dated October 26, 2013, whose
post office address is: 9 Weekewachee Circle, Destin, Florida 32541, hereinafter referred to as
"Grantee."

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and
other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is
acknowledged, sells and conveys to Grantee, Grantee's successors and assigns forever, the following
legally described land, situate, lying and being in **Okaloosa County, Florida** (the "Property"):

**Lot 170, Block D, SECOND REVISION OF CALHOUNS
SUBDIVISION OF ADDITION TO TOWN OF DESTIN, according
to plat thereof as recorded in Plat Book 2, Page 43A, of the Public
Records of Okaloosa County, Florida.**

THE PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR(S).

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.

Prepared by and return to:

Heritage Title Services
198 East Court Street, Suite 13
Lawrenceburg, KY 40342

DEPUTY CLERK PDUNN
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

File Number: LB187001838

(Space Above This Line For Recording Data)

Special Warranty Deed

This Special Warranty Deed made this 17th day of May, 2010, between Branch Banking and Trust Company, By Catherine L. Martin, Assistant Vice President whose post office address is 360 Central Avenue Suite 1600, St. Petersburg, FL 33701, grantor, and Bradford A Fletcher, a married person whose post office address is 412 Kelley Street, Austin, FL 32541, grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of NINETY SEVEN THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$97,600.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the Okaloosa County, Florida, to-wit:

Lot 1, Block H, Eastwood 5th Add, according to the map or plat thereof, as recorded in Plat Book 5, Page 8, of the Public Records of Okaloosa County, Florida.

Parcel Identification Number: 002S220716000H0010

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 claiming by, through or under grantors.

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

Signed, sealed and delivered in our presence:

Branch Banking and Trust Company

[Signature]
Witness Name: INEZ L POOL

Catherine L. Martin
By Catherine L. Martin, Assistant Vice President

[Signature]
Witness Name: Michelle Lutrzykowski

State of Florida
County of Pineellas

The foregoing instrument was acknowledged before me this 17th day of May, 2010, by
, Catherine L. Martin, Assistant Vice President of BRANCH BANKING AND TRUST COMPANY, on behalf of the
Corporation, she (☒) is personally known to me or (☐) has produced _____ as identification.



MICHELLE LUTRZYKOWSKI
Commission DD 637361
Expires May 9, 2011
Bonded Thru Troy Felt Insurance 600-385-7019

[Signature]
Notary Public

Printed Name: Michelle Lutrzykowski
My Commission Expires: 5-9-11

Heritage Title Services
198 East Court Street, Suite 13
Lawrenceburg, KY 40342
Phone 502-859-8005 Fax 877-467-7221

July 10, 2010

Bradford A Fletcher

RE: 412 Kelly Street, Destin FL, 32541
File No. LB187001838

With reference to the above captioned transaction, we are pleased to enclose the following:

- ☒ Original Owner's Title Policy
- ☒ Original Recorded Deed

If we can be of any further assistance in this matter, please do not hesitate to contact us.

HERITAGE TITLE SERVICES

Sincerely,

Enclosure/as stated

Heritage Title Services

198 East Court Street, Suite 13

Lawrenceburg, KY 40342

Phone 502-859-8005 Fax 877-467-7221

July 10, 2010

OWNER'S POLICY

Enclosed is your title insurance policy resulting from the recent purchase or refinance of your property. **THIS IS NOT YOUR HOMEOWNERS INSURANCE POLICY.** This policy insures that you are the proper owner of the "land". You can refer to Page 1 of your policy for an explanation as to the type of matters that this policy covers. There is a one-time premium for this insurance and it was paid at the time of closing. Please keep this policy with your valuable papers.

If you have any questions concerning this matter, please do not hesitate to call our office.

Bradford A Fletcher



Policy No.: FL1197-81-LB187001838-2010.8110609-80746775

OWNER'S POLICY OF TITLE INSURANCE

Issued by
Commonwealth Land Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:
(a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(i) to timely record the instrument of transfer; or
(ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

IN WITNESS WHEREOF, the company has caused this policy to be signed with the facsimile signatures of its President and Secretary and seal as required by its By-Laws.

Authorized Signatory

FL1197 LB187001838
BB&T Insurance Services, Inc
1111 8th Avenue West
Bradenton, FL 34205
Tel:(941) 782-1894
Fax:(888) 635-4195

Form 8110609
Reorder 1190-21B

COMMONWEALTH LAND TITLE INSURANCE COMPANY



[Handwritten signature]
President

Nebraska

Secretary

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

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

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company

may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant, shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

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

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

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

OWNER'S POLICY

SCHEDULE A

File No: **LB187001838**

Policy No. **8110609-80746775**

Amount of Insurance: **\$97,600.00**

Premium: **\$561.20**

Name and Address of Title Insurance Company

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY
Attn: Claims Department
PO Box 45023
Jacksonville, Florida 32232-5023**

Date of Policy: **May 25, 2010**, , or date of recording of insured instrument, whichever is later.

1. Name of Insured:

Bradford A Fletcher

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

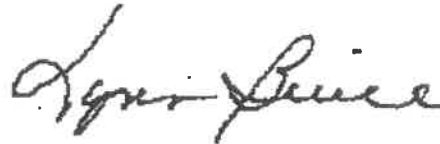
3. Title to the estate or interest in the land is vested in:

Bradford A Fletcher

4. The land referred to in this policy is described as follows:

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

Countersigned
Heritage Title Services



By _____
Authorized Signatory
198 East Court Street, Suite 13
Lawrenceburg, KY 40342
Phone: 502-859-8005

OWNER'S POLICY

Date of Policy: **May 25, 2010**

File No: **LB187001838**

Policy No. **8110609-80746775**

SCHEDULE B

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

1. **Taxes and assessments for the year 2010 and subsequent years, which are not yet due and payable.**
2. **Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the land.**
3. **Rights or claims of parties in possession not shown by the public records.**
4. **Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.**
5. **Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Eastwood Fifth Addition, recorded in Plat Book 5, Page 8, of the Public Records of Okaloosa County, Florida.**
6. **The rights of tenants in possession under bona fide leases pursuant to the provisions of the Federal "Helping Families Save Their Homes Act" of 2009.**

OWNER'S POLICY

Date of Policy: May 25, 2010

File No: LB187001838

Policy No. 8110609-80746775

EXHIBIT "A"

The land referred to in this policy is situated in Okaloosa County, Florida and described as follows:

Lot 1, Block H, Eastwood 5th Add, according to the map or plat thereof, as recorded in Plat Book 5, Page 8, of the Public Records of Okaloosa County, Florida.

Being the same property further conveyed to Bradford A Fletcher from Branch Banking and Trust Company by deed dated May 17, 2010, of record in Book 2936, Page 3957 in the records for Okaloosa County, FL.