



**AGENDA
HARBOR AND WATERWAYS BOARD MEETING
THURSDAY, JUNE 26, 2025
5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS**

- 1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**
- 2. AGENDA APPROVAL**
- 3. APPROVAL OF MINUTES**
 - A) Minutes- April 24, 2025**
- 4. STAFF/DIRECTOR UPDATES**
- 5. CURRENT BUSINESS**
 - A) 506 & 508 Harbor Blvd, Commercial Marine Construction, HWB-001589-2025**
 - B) 742 & 744 Harbor Blvd, Residential Marine Construction, HWB-001616-2025**
- 6. MEMBER DISCUSSION/QUESTIONS**
 - A) Jim Green- Chair**
Norriego Point/Pointe Mezzanine Updates
 - B) John Stephens- Vice Chair**
 - C) Guy Tadlock**
 - D) Bill McKissick**
 - E) Jerod Hayden**
 - F) Ryan Holloway**
- 7. PUBLIC COMMENTS**
- 8. NEXT MEETING DATE: July 24, 2025**

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

**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL ANNEX
APRIL 24, 2025 - 5:30 P.M.**

1. CALL TO ORDER:

Chairman Green called the meeting of the Thursday, April 24, 2025 Destin Harbor and Waterways Board meeting to at approximately 5:30 p.m., at Destin City Hall Annex, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:

Jim Green
John Stephens
Guy Tadlock
Ryan Holloway

Members Absent

Jarod Hayden
Bill McKissick

Staff:

Kim Montgomery Deputy City Clerk
Daniel Butler Principal Planner

3. AGENDA APPROVAL:

With no changes needed for the agenda, the chairman called for the approval and the members all agreed.

4. APPROVAL OF MINUTES:

➤ **March 27, 2025 Minutes**

Motion by Board member Stephens, seconded by Board member Tadlock, the minutes of the March 27, 2025 meeting were approved as written. The motion passed 4-0.

5. OLD BUSINESS:

A) Monroe County Pump out Regulations:

Principal Planner, Mr. Daniel Butler provided the members with the policies that the Monroe County has enacted:

➤ **Policy 202.3.1**

- Prohibits liveaboard vessels and floating structures except at marine facilities that provide on-site fixed pump-out systems
- Requires that any new and/or existing marine facilities (including marinas) that contain 10 slips or more, or one liveaboard slip, provide on-site fixed pump-out systems.
- Requires all marinas to provide signage at docking sites regarding education and directions to the nearest pump out location.

➤ **Policy 202.3.2**

- Existing marine facilities that do not have an on-site fixed pump out system are

required to construct a fixed on-site pump out system and associated signage (and remain operational).

➤ **Policy 202.3.3**

- Ensure management practices are coordinated with NOAA to ensure consistency with their local Management Plan.

• **Policy 202.3.4-202.3.6**

- These policies are geared towards ensuring the County retains the right to update their code in relation to liveaboard vessels, whether in mooring fields or free- anchored, as well as potentially developing a plan for providing pump out facilities at County-owned locations, and to encourage new and/or existing marinas to adopt BMPs as recommended by FDEP Clean Marina Program.

- **The following concerns were raised:**

- There is no clear process currently in place for issuing registration permits for liveaboards.
- Questions were raised about jurisdiction and enforcement. Despite the regulation, no consistent enforcement or inspection seems to occur.
 - There were concerns voiced about the vessel “Chuck It” which is always in the harbor, and its proper disposal of sewage.

❖ **Environmental Considerations:**

- Questions were raised about holding tank requirements and proof of operational waste systems.
- The current code references Florida Marine Patrol, which no longer exists. It should reference FWC (Florida Fish and Wildlife Conservation Commission).

❖ **Permit Implications:**

- The board expressed interest in understanding how the city could verify:
 - Operability of a vessel's holding tank.
 - Whether transient or long-term docked vessels (even on private docks) fall under liveaboard rules

❖ **Pump-Out Infrastructure & Wastewater Management**

- **Joe’s Bayou Pump-Out Station:**
- Concern was broached about the pump-out station at Joe’s Bayou may not be operational.
- Clarification needed from Destin Water Users (DWU) about sewer system connections and whether the lift station services include the pump-out.
 - Destin Water Users (DWU) Policy:

- DWU reportedly does not allow marine waste into their sewer system due to chemical and waste concentration concerns.
- Members questioned this policy, especially considering the volume of other waste entering the system and how other local entities (e.g., Tailfins) use lift stations.
- A consensus was reached to invite DWU to a future meeting to clarify their position and explore solutions.
- Board members emphasized the need for modern waste infrastructure given the city's heavy boating traffic.

❖ **Liveboard Regulations:**

- Reference was made to Monroe County, where liveboards are only allowed in mooring fields.
- Destin currently has no such field, although future mooring field creation would necessitate code amendments.

6. MEMBER COMMENTS:

❖ **Committee member Stephens - Oyster Gardening & Water Quality Initiatives**

- Work Plan Item presented for Oyster Gardening & Water Quality Initiatives using Clement Taylor Park as a pilot for:
 - Oyster gardening in collaboration with Choctawhatchee Basin Alliance (CBA)
 - Create a snorkeling area using a breakwater design
 - Consensus granted for John to move forward.
 - Consensus help refine the work plan for future CRA or Council presentation
 - Funding sources to be explored include FWC, NOAA, NFWF, and Friends of Destin Parks.

❖ **Committee member Tadlock - Water Quality Monitoring**

- Concerns were raised about:
 - Coliform testing data clarity
 - Lack of threshold explanations
 - The need to distinguish significant fecal readings from total coliform values.
 - Request clarification from Michael Burgess on:
 - Legal thresholds for fecal coliforms
 - Interpretation of outlier data
 - Posting and closure requirements

❖ **Committee member Green – Norriego Point**

- Revetment and erosion control projects at Norriego Point were mentioned with requests for:
 - Development order plans for Point Mezzanine and Norriego Point to review to address concerns for vessel damage at the newly reinforced shoreline areas on the harbor side.
 - The need to have clear signage informing the public of their presence.

Additional discussions regarding:

- Liveaboard vessels being registered.
- Municipal dock and mooring field as a mechanism for managing liveaboards was again briefly discussed.
- Municipal used oil containment center for the harbor fleet.

10. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 7:00 p.m.

Adopted and approved this _____ day of _____ 2025.

John Stephens, Vice Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: June 26, 2025
BOARD/COMMITTEE: Harbor & Waterways Board
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 5.A.

TO: Harbor & Waterways Board

THRU: Kyle Bauman, Special Projects Attorney
David Prichard, Community Development Director
Daniel Butler, Principal Planner

FROM: Ashley Dominguez, Planner

DATE: June 12, 2025

SUBJECT: 506 & 508 Harbor Blvd, Commercial Marine Construction, HWB-001589-2025

I. BACKGROUND: What's Up Docks LLC, on behalf of Stephen Abbott of Stephen Abbott Trust and Jonathan Taylor of Destin Harbor Place Condo Association, has applied for Harbor and Waterways Board review for the construction of a new shared seawall varying from zero feet (0') to three feet (3') waterward of the MHWL, measuring approximately 210 linear feet.

The applicant seeks a recommendation of approval from the Harbor and Waterways Board for a Commercial Marine Construction project proposing a new seawall with:

| | |
|---------------------------------|-----------------------|
| Total Square Feet: | 840 (210 LF x 4' cap) |
| Total Number of Piers or Docks: | N/A |
| Total Length: | 210 LF |
| Total Slip Density: | N/A |
| Located in the Destin Harbor: | Yes |

II. DISCUSSION: The applicant requests Harbor and Waterways Board review for Commercial Marine Construction located at 506 & 508 Harbor Blvd within Destin Harbor.

The Harbor and Waterways Board is being asked to review the proposed Marine project per Land Development Code **Section 11.05.01 - General regulations; prohibitions** and **Section 11.05.02 – Permitting procedures**. Below are Staff's findings with respect to **Section 11.05.01** and **Section 11.05.02**; items not applicable to this project are marked "Not Applicable."

11.05.01. General regulations; prohibitions. *This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:*

A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

Staff response: *The applicant has submitted for authorization from all appropriate agencies.*

B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

Staff response: *Not applicable.*

C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

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.

Staff response: Proposed construction will only include the construction of a new seawall varying between 0 ft to 3 ft seaward of the MHWL. Existing docks will not be modified.

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.

Staff response: Proposed construction will only include the construction of a new seawall varying between 0 ft to 3 ft seaward of the MHWL. Existing docks will not be modified.

H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless such the dock is equipped with a sewage pump-out.

Staff response: Not applicable.

J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

L. No dock shall be constructed such that it constitutes a hazard to navigation.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

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.

Staff response: Not applicable.

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 does not exceed the maximum length established by paragraphs F and G above.

Staff response: Not applicable.

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.

Staff response: Not applicable.

N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

Staff response: Not applicable, as there are no modifications proposed to the existing docks.

O. No boat or vessel, entering into, exiting or operating within the Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other persons within the Destin Harbor, or would contribute to any adjacent land erosion.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

Q. No pier shall extend more than six feet into a canal right-of-way.

Staff response: Not applicable.

R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

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.

Staff response: Staff sent the provided Adjacent Property Notification to the neighboring

properties on June 3, 2025.

T. No dock shall unreasonably interfere with the riparian rights of others.

Staff response: *Staff sent the provided Adjacent Property Notification to the neighboring properties on June 3, 2025. As proposed, the riparian rights of others are not interfered with.*

U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

Staff response: *Not applicable.*

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

Staff response: *Not applicable.*

W. No construction shall be allowed which violates any provision of the Standard Building Code, as adopted by the City.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

Staff response: *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection **11.05.01.M.2.**

Staff response: *Not applicable.*

Pursuant to **Section 11.05.03, Land Development Code (LDC)**, all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and failure to

maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

PUBLIC COMMENT:

Staff have received no comments from the public to date.

- A. **Link to Strategic Goals / Objectives:** IV. Enhanced quality of life and safety for families.
- B. **Effect on Budget (EOB):** N/A
- C. **Level of Service (LOS):** N/A
- D. **Legislative Sponsor:**
- E. **Business Impact Statement:**

III. CONCLUSION: The applicant requests the Harbor and Waterways Board recommendation for approval for a Commercial Marine Construction Project located at 506 & 508 Harbor Blvd. Additionally, the applicant provided the authorization from the Florida Department of Environmental Protection (FDEP), Permit No.: 429234-001-EI/46, as well as Army Corps of Engineers authorization (ACOE), Permit No.: SAJ-2016-00979 (NW-HMM).

City Staff reviewed the application and determined that the plans comply with ***LDC Section 11.05.00, Marina Siting***, and the Coastal Management Element of the City's Comprehensive Plan (***Coastal Management Element Policy 6-1.1.6***).

IV. RECOMMENDED MOTION: I move that the Harbor and Waterways Board recommend that City Council approve the Proposed Commercial Marine Construction Project at 506 & 508 Harbor Blvd, for the construction of a new seawall with the following conditions:

1. **All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and**
2. **All regulations of the City's Marina Siting *LDC Section 11.05.00* shall be adhered to and followed at all times.**

ALTERNATIVE MOTION:

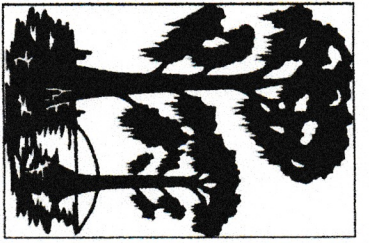
I move that the Harbor and Waterways Board recommend that City Council deny the Proposed Commercial Marine Construction Project at 506 & 508 Harbor Blvd.

Attachments:

1. 1. Scaled and Dimensioned Site Plan
2. 2. Boundary Survey
3. 3. FDEP authorization
4. 4. Proof of Ownership
5. 5. Army Corps authorization
6. 6. Existing Conditions - Images

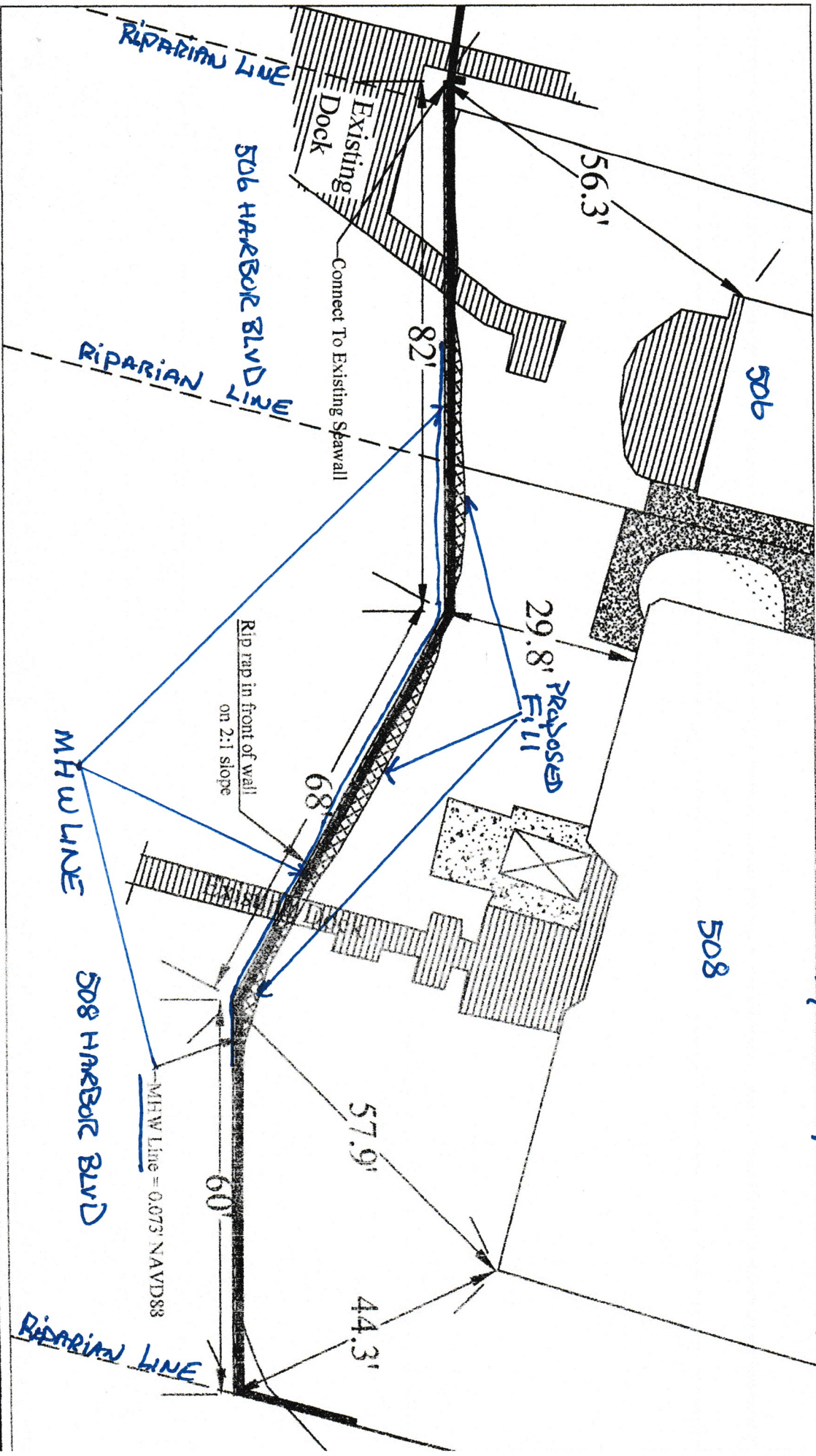
ITEM # 2025-716

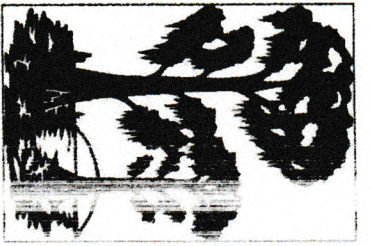
- 7. 7. Agent Affidavit
- 8. 8. Adjacent Property Notification



PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott
 WATERBODY/CLASS: Destin Harbor / Class III
 PURPOSE: Environmental Permitting
 PROJECT LOCATION / USGS: 506/508 Harbor Blvd / Destin
 LATITUDE: N30° 23' 31.8"
 LONGITUDE: W86° 29' 55.7"
 SECTION: 25 TOWNSHIP: 2 South RANGE: 23 West
 JOB: 697.31
 DEP/WMD:
 COE:
 OTHER: Multiple Parcels
 DATE: May 8, 2024 (revised)
 SHEET: **UP DATED SITE PLAN**
 By **WHATIS UP DATES 18 MAY 2025**





PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott
WATERBODY/CLASS: Destin Harbor / Class III
PURPOSE: Environmental Permitting

JOB: 697.31
DEP/WMD:

COE:

PROJECT LOCATION / USGS: 506/508 Harbor Blvd / Destin
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SHEET:

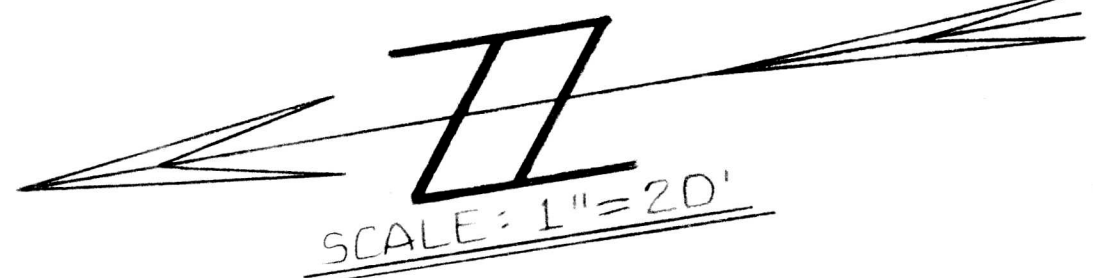
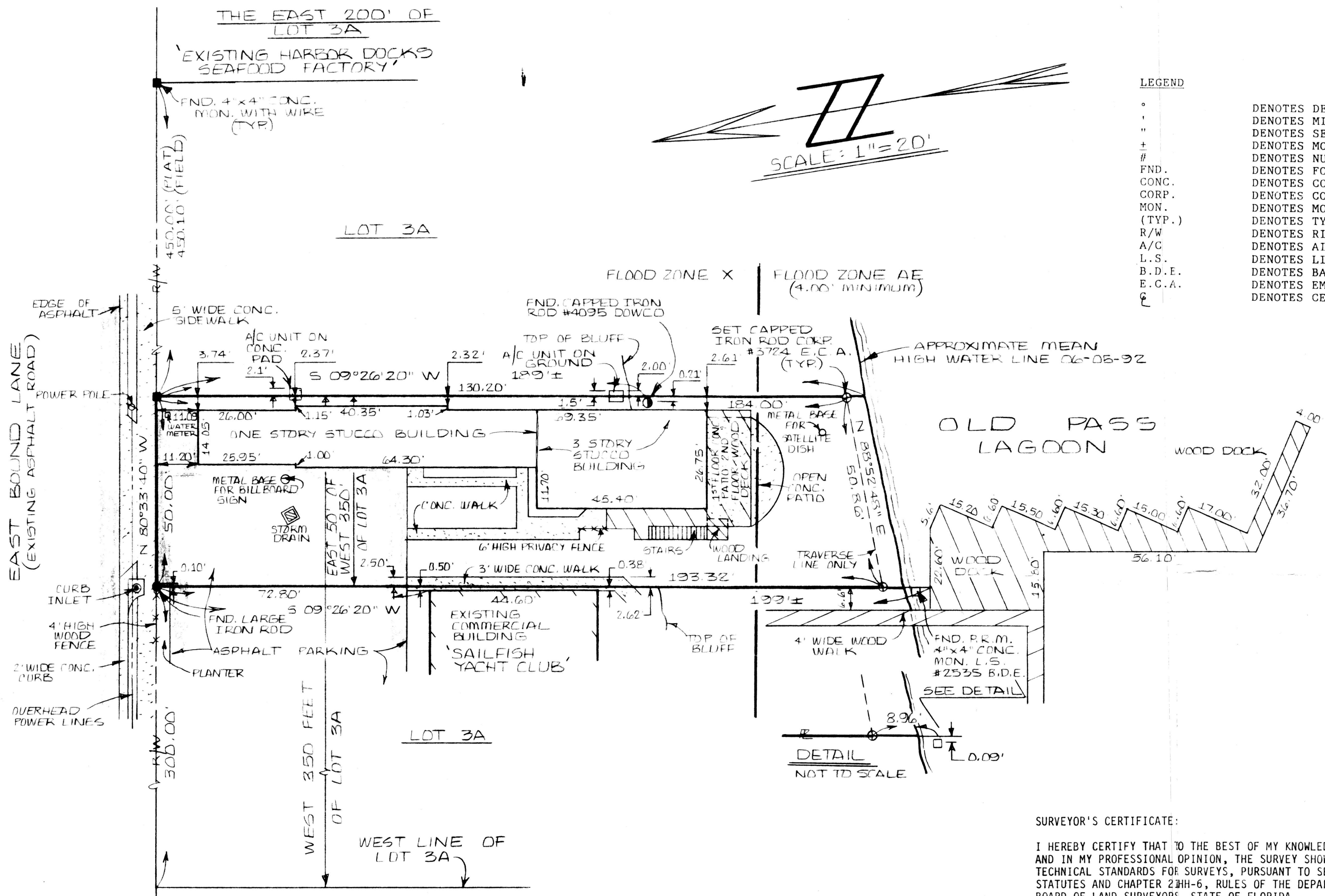
SECTION: 25

TWNSHP: 2 South

RNG: 23 West



STATE ROAD 30 U.S. HWY. 98
(100' R/W)



LEGEND

| | |
|--------|--|
| ° | DENOTES DEGREES |
| ' | DENOTES MINUTES OR FEET |
| " | DENOTES SECONDS OR INCHES |
| + | DENOTES MORE OR LESS |
| # | DENOTES NUMBER |
| FND. | DENOTES FOUND |
| CONC. | DENOTES CONCRETE |
| CORP. | DENOTES CORPORATION |
| MON. | DENOTES MONUMENT |
| (TYP.) | DENOTES TYPICAL |
| R/W | DENOTES RIGHT-OF-WAY |
| A/C | DENOTES AIR CONDITIONER |
| L.S. | DENOTES LICENSED SURVEYOR |
| B.D.E. | DENOTES BASKERVILLE-DONOVAN ENGINEERS |
| E.C.A. | DENOTES EMERALD COAST ASSOCIATES, INC. |
| ⊥ | DENOTES CENTERLINE |

DESCRIPTION: (AS FURNISHED)

THE EAST 50 FEET OF WEST 350 FEET OF LOT 3-A, MORENO POINT MILITARY RESERVATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK 25, AT PAGE 571, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF LOT 3A, AS BEING N 80°33'48" W.
- THIS PARCEL IS LOCATED IN FLOOD ZONE X, NO MINIMUM FLOOR ELEVATION REQUIRED, AND FLOOD ZONE AE, 4.00' MINIMUM FLOOR ELEVATION REQUIRED, AS DETERMINED BY SCALE FROM F.E.M.A. PANEL NUMBER 125158 0005E, PANEL 5 OF 10, DATED JANUARY 2, 1992, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.
- VISIBLE ENCROACHMENTS ARE AS SHOWN; WOOD FENCE, CONCRETE WALK, AIR CONDITIONER UNITS, AND WOOD DOCK.
- NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY EMERALD COAST ASSOCIATES, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS DO NOT EXIST.
- NO ENVIRONMENTAL JURISDICTION LINES HAVE BEEN DETERMINED BY EMERALD COAST ASSOCIATES, INC.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AND IN MY PROFESSIONAL OPINION, THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND CHAPTER 2HH-6, RULES OF THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, STATE OF FLORIDA.

R. D. Aldrich 6-11-92
RUSSELL D. ALDRICH, REGISTERED FLORIDA SURVEYOR NO. 4694
EMERALD COAST ASSOCIATES, INC. L.B. #3724

NOT
VALID
WITHOUT
EMBOSSSED
SURVEYORS
SEAL

| | | |
|---|-------------------------|------------------|
| BOUNDARY AND AS-BUILT SURVEY OF A PORTION OF LOT 3A, MORENO POINT MILITARY RESERVATION, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA. | | |
| SCALE 1" = 20' | APPROVED BY | DRAWN BY PEREGOY |
| DATE 06-05-92 | FB. 474 PG. 57-61 (RCD) | REVISED |
| EMERALD COAST ASSOCIATES, INC. 40888 EMERALD COAST PARKWAY DESTIN, FLORIDA 32541 (904) 837-8242 | | |
| SURVEY FOR: ABBOTT REALTY | | DRAWING NUMBER |
| REQUESTED BY: STEVE ABBOTT | | 92-290 |



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5794

Permittee/Authorized Entity:

Destin Harbor Place Owners Association, Inc.
c/o Randy Taylor, President
508 Harbor Blvd
Destin, FL 32541, Okaloosa County
randytaylor@cox.net

Co-Permittee/Authorized Entity:

Steven Abbott
506 E Highway 98
Destin, FL 32451, Okaloosa County
wwabbottjr@gmail.com

Taylor Seawall

Authorized Agent:

Bethany Womack
PO Box 16062
Panama City, Florida 32406
bethany@cypressenvironmental.com

**Environmental Resource Permit
State-owned Submerged Lands Authorization – Granted**

**U.S. Army Corps of Engineers Authorization – Separate Corps Authorization
Required**

Okaloosa County
Permit No.: 429234-001-EI/46

**Permit Issuance Date: November 13, 2023
Permit Construction Phase Expiration Date: November 13, 2028**

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittees: Randy Taylor, Steven Abbott
Permit No: 429234-001-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 508 Harbor Blvd and 506 E Highway 98 Destin, Florida 32541, in Section 00, Township 2 South, Range 22 West in Okaloosa County, at 30° 23' 31.8"/86° 29' 55.9".

PROJECT DESCRIPTION

The permittee is authorized to construct a 210 linear foot seawall with riprap and a 22 linear foot return wall within Destin Harbor, a Class III Florida Waterbody and Prohibited Shellfish Harvesting Area. Those activities include the proposed fill of 354.25 square feet/.008 acre/13.1 cubic yards waterward of the mean high water line. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Taylor Seawall

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S., and Chapter 258, F.S.

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization

Your proposed activity as outlined in your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit VI-R1.

SEPARATE permit(s) or authorization may be required from the U.S. Army Corps of Engineers.

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT/SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The Special Consent Conditions**
- **General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the

Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS – AMINISTRATIVE/EMERGENCIES

1. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.
2. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.
3. The mailing address for submittal of forms for the “Construction Commencement Notice”, “As-Built Certification ...”, “Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase”, or other correspondence is FDEP, SLERP, 160 W Government Street, Suite 308, Pensacola, Florida 32502.

SPECIFIC CONDITIONS - PRIOR TO ANY CONSTRUCTION

4. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU’s above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.
5. Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

6. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.
7. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.
8. Any damage to wetlands outside of the authorized impact areas as a result of construction shall be immediately reported to the Department at (850)595-8300 and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density

as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30-day period.

9. The following measures shall be taken immediately by the permittee when turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:
 - a. Immediately cease work contributing to the water quality violation.
 - b. Stabilize exposed soils contributing to the violation. Modify the work procedures responsible for the violation, install additional turbidity containment devices and repair non-functioning turbidity containment devices.
 - c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.
10. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.
11. The seawall shall be fully constructed prior to the placement of any backfill material.
12. All material used as backfill for construction of the of the seawall shall be clean material and shall not be contaminated with vegetation, garbage, trash, tires, hazardous, toxic waste or other materials that are not suitable construction within waters of the State as so determined by the department.
13. Dredging within waters of the State for the purpose of providing backfill is prohibited.

SPECIFIC CONDITIONS - MANATEE

14. The [Standard Manatee Conditions for In-water Work](#) (2011) shall be followed for all in-water activity.

SPECIFIC CONDITIONS - OTHER LISTED SPECIES

15. While performing backfilling, it is important to ensure that manatees or sea turtles do not become entrapped during sheet pile installation or gain access after the sheet pile has been installed and before filling work has been completed. To prevent trapping, backfilling shall be filled from the terminus, landward end, outward. If a manatee or sea turtle becomes entrapped, the area shall be opened to allow the manatee or turtle to leave of its own volition. It shall not be herded or harassed into leaving the area.

16. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite,

FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

17. If new information (e.g. listing of new species, new critical habitat, etc.) shows that the magnitude of impacts to federally listed species has the potential for adverse effects, the U.S. Fish and Wildlife Service (USFWS) will notify the Department. The Department will initiate coordination with the permittee and with the USFWS to determine what adverse impacts are likely and if additional minimization measures, reporting, or monitoring are required in order to be consistent with the Endangered Species Act, as deemed necessary by USFWS.

18. The Permittee shall report any injured, sick, or dead federally or state listed animal(s) discovered onsite to the Florida Fish and Wildlife Conservation Commission Wildlife Alert number at 888-404-FWCC (3922).

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector’s Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities – "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:

- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
- a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. In addition to those general conditions in subsection (1), above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SPECIAL CONSENT CONDITIONS

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty

(30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

7. Structures or activities will not create a navigational hazard.

8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

10. Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

11. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

12. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

13. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

14. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

15. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been

duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Kimberly R. Allen
Permitting Program Administrator

KRA/jh

Attachments:

Standard Manatee Conditions – 1 Page
Project Drawings – 4 Pages

Copies furnished to:

FDEP – James.Hynes@FloridaDEP.gov, Russell.Sullivan@FloridaDEP.gov,
Blake.A.Chapman@FloridaDEP.gov, Kim.Allen@FloridaDEP.gov
Destin Harbor Place Owners Association Inc, Applicant, randytaylor@cox.net
Steven Abbott, Co-applicant, wwabbottjr@gmail.com
Cypress Environmental, Consultants, brian@cypressenvironmental.com,
bethany@cypressenvironmental.com
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us,
sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com, planning@cityofdestin.com

File

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit and authorization to use sovereignty submerged lands, including all copies, were mailed before the close of business on **November 13, 2023**, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

November 13, 2023

Date

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.



PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott
WATERBODY/CLASS: Destin Harbor / Class III
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: 506/508 Harbor Blvd / Destin
LATITUDE: N30° 23' 31.8"
LONGITUDE: W86° 29' 55.7"
SECTION: 25 TOWNSHIP: 2 South RANGE: 23 West

JOB: 697.31
DEP/WMD:
COE:
OTHER: Multiple Parcels
DATE: October 13, 2023 (revised)
SHEET:






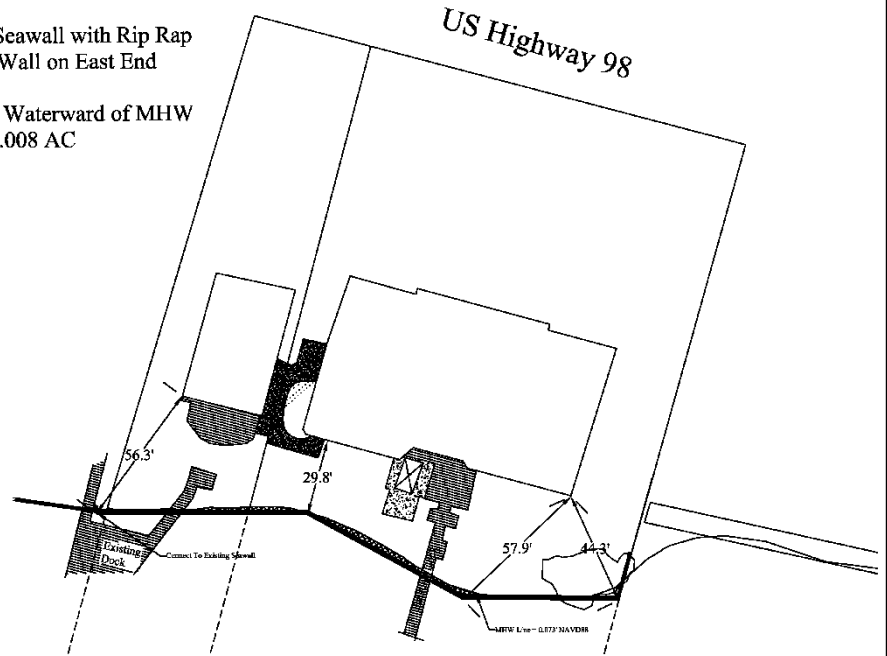
PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

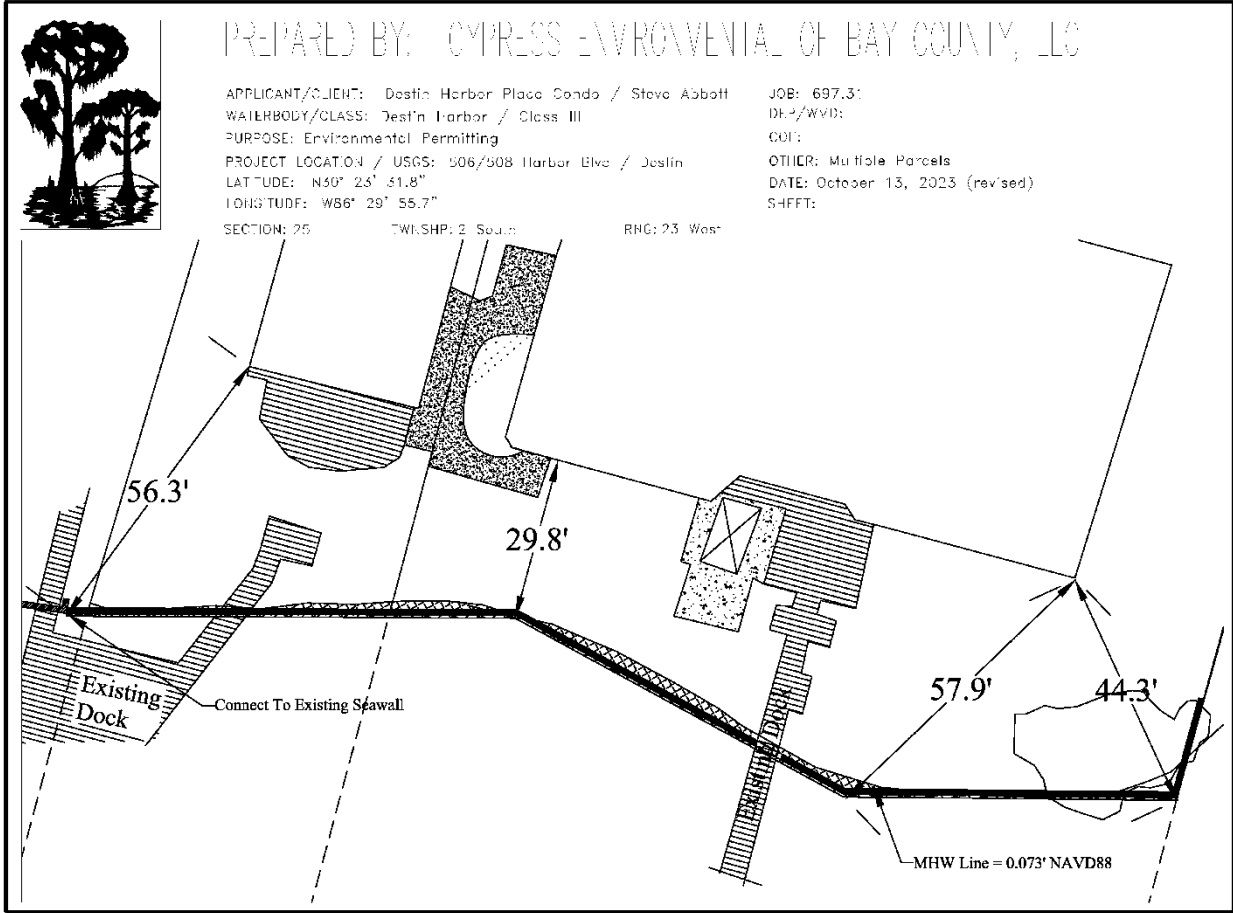
APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott
WATERBODY/CLASS: Destin Harbor / Class II
PURPOSE: Environmental Permitting
PROJECT LOCATION / USGS: 505/508 Harbor Blvd / Destin
LATITUDE: N30° 23' 31.8"
LONGITUDE: W85° 28' 55.7"
SECTION: 25 TOWNSHIP: 2 South R10: 23 West

JOB: 697.31
DEP/WMD:
COs:
OTHER: Multiple Parcels
DATE: October 13, 2023 (revised)
SHEET:

Proposed 210 LF Seawall with Rip Rap
and 22 LF Return Wall on East End

 Proposed Fill Waterward of MHW
354.25 SF / 0.008 AC



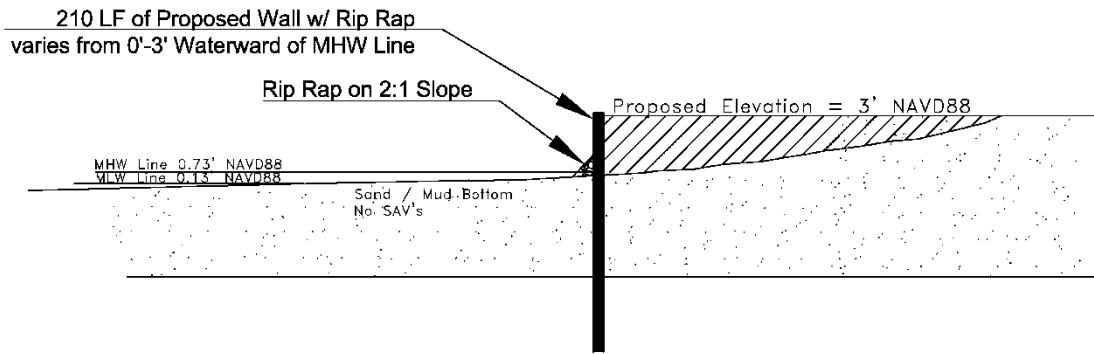




PREPARED BY: CYPRESS ENVIRONMENTAL OF JAY COUNTY, LLC

APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott JOB: 697.37
WATERBODY/CLASS: Destin Harbor / Class III DEP/WVD:
PURPOSE: Environmental Permitting CDF:
PROJECT LOCATION: / USGS: 506/508 Harbor Blvd / Destin OTHER: Multiple Parcels
LATITUDE: 450° 23' 51.8" DATE: October 13, 2023 (revised)
LONGITUDE: W88° 28' 55.7" SILL:
SHEET 01: 25 TWSHP: 2 South RNG: 25 West

Typical Cross-Section
Dimensioned As Shown



Proposed Impacts = 354.25 SF / 0.008 AC / 13.1 CY

\$10.50
ABUSBEE

RECORDING ARTICLE V: \$8.00 DEED DOCSTAMPS \$0.70 DEPUTY CLERK
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

506 HARBOR BLVD
DESTIN, FL 32541

Prepared by and return to:
J. Mark Fisher, Esq., 148 Miracle Strip Pkwy,
SE, Suite 2, Ft. Walton Beach, FL 32548
(850) 244-8989 or Toll Free 1-800-977-9733

The preparer hereof has not been requested
to provide the accuracy of the legal
description and assumes no liability for the same.

Property Appraiser's Parcel
Identification No.: 00-2S-22-0630-0000-03A5
#3-506 Harbor Blvd

WARRANTY DEED

This Warranty Deed, executed APR 06 2009, between **WILLIAM W. ABBOTT, JR.**, a married man, of the County of Okaloosa, State of Florida, (GRANTOR), whose post office address is 231 Yacht Club Drive, Fort Walton Beach, Florida, 32548, and **WILLIAM W. ABBOTT, JR.**, TRUSTEE, or his successor in trust under the **REVOCABLE TRUST AGREEMENT OF WILLIAM W. ABBOTT, JR., DATED JANUARY 6, 1999**, and any amendments thereto, (GRANTEE), of the State of Florida, county of Okaloosa, whose post office address is 231 Yacht Club Drive, Fort Walton Beach, Florida, 32548.

THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to said GRANTOR in hand paid by said GRANTEE, the receipt of which is hereby acknowledged, has granted, conveyed, bargained and sold to said GRANTEE and GRANTEE'S successors, and assigns forever the following described land situate in Okaloosa County, Florida, to wit:

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN THE FOLLOWING:

The East 50 feet of the West 350 feet of Lot 3-A, Moreno Military Reservation according to the plat thereof as recorded in Deed Book 25 at page 571, Public Records of Okaloosa County, Florida.

and said GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms GRANTOR, GRANTEE and TRUSTEE shall be construed as singular or plural as the context requires.

This property is being transferred without consideration as a result of Grantors estate planning decisions, into GRANTOR'S Living Revocable Trust. An examination was not made of the title before transfer.

WILLIAM W. ABBOTT, JR., shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed.

If **WILLIAM W. ABBOTT, JR.**, cannot continue to serve as TRUSTEE, then the Successor CO-TRUSTEES shall be **CATHY L. ABBOTT** and **CHRISTOPHER A. ABBOTT**. If **CATHY L. ABBOTT** cannot serve or continue to serve as TRUSTEE, then **CHRISTOPHER A. ABBOTT** shall continue as the sole Trustee. If **CHRISTOPHER A. ABBOTT** cannot serve or continue to serve as TRUSTEE, then the Successor TRUSTEE shall be **JESSICA A. MULLER**.

All Successor TRUSTEES are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the TRUSTEE and all Successor TRUSTEES shall extend to any and all rights which the Trustor possesses in the above described real property;

any deed, mortgage, or other instrument executed by the TRUSTEE shall convey all rights or interests of the Trustor including homestead; and the TRUSTEE is appointed as the attorney-in-fact for the Trustor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Trustor.

Any person dealing with the TRUSTEE shall deal with said TRUSTEE in the order as set forth above. However, no person shall deal with a Successor TRUSTEE until one or more of the following have been received by said person or placed of record in the aforementioned county:

A. The written resignation of the prior TRUSTEE sworn to and acknowledged before a notary public.

B. A certified death certificate of the prior TRUSTEE.

C. The order of a court of competent jurisdiction adjudicating the prior TRUSTEE incompetent, or removing said TRUSTEE for any reason.

D. The written certificates of two physicians currently practicing medicine that the TRUSTEE is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of TRUSTEE.

E. The written removal of a successor TRUSTEE and/or the appointment of an additional Successor TRUSTEE by the Trustor sworn to and acknowledged before a notary public; this right being reserved to GRANTOR, **WILLIAM W. ABBOTT, JR.**

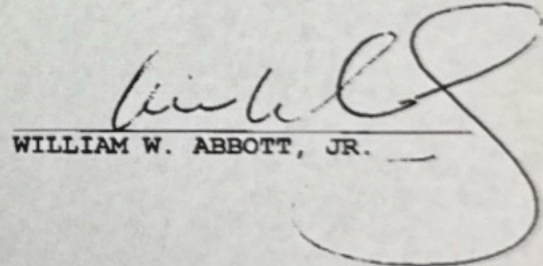
This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the current year and subsequent years, and all mortgages of record which the GRANTEE herein assumes and agree to pay.

EXECUTED APR 06 2009.

Signed, sealed, and delivered
in the presence of:

Print Name _____

Print Name _____

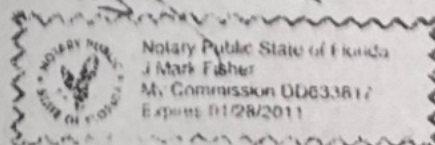


WILLIAM W. ABBOTT, JR.

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this
APR 06 2009 by **WILLIAM W. ABBOTT, JR.**, who is personally known
to me or who has produced _____ as identification and who did
not take an oath.

Notary Seal and commission
expiration stamp:



10.70
12.00
8.50
21.20

506 HARBOR BLVD
DESTIN, FL. 32541

Prepared by and return to:
J. Mark Fisher, Esq., 148 Miracle Strip Pkwy,
SE, Suite 2, Ft. Walton Beach, FL 32548
(850) 244-8989 or Toll Free 1-800-977-9733

The preparer hereof has not been requested
to provide the accuracy of the legal
description and assumes no liability for the same.

Property Appraiser's Parcel
Identification No.: 00-2S-22-0630-0000-03A5
#2 - 506 Harbor Blvd

WARRANTY DEED

This Warranty Deed, executed JUL 08 2009, between **STEPHEN J. ABBOTT**,
a married man, of the County of Walton, State of Florida, (GRANTOR), whose post
office address is 506 Harbor Blvd., Destin, Fl 32541, and **STEPHEN J. ABBOTT**,
TRUSTEE, or his successor in trust under the **STEPHEN J. ABBOTT REVOCABLE TRUST**
AGREEMENT DATED JUNE 9, 1999, and any amendments thereto, (GRANTEE), of the State
of Florida, county of Walton, whose post office address is 506 Harbor Blvd.,
Destin, Fl 32541.

THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other
good and valuable considerations, to said GRANTOR in hand paid by said GRANTEE,
the receipt of which is hereby acknowledged, has granted, conveyed, bargained and
sold to said GRANTEE and GRANTEE'S successors, and assigns forever the following
described land situate in Okaloosa County, Florida, to wit:

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN THE FOLLOWING:

The East 50 feet of the West 350 feet of Lot 3-A, Moreno Military
Reservation according to the plat thereof as recorded in Deed Book 25 at page
571, Public Records of Okaloosa County, Florida.

and said GRANTOR does hereby fully warrant the title to said land and will defend
the same against the lawful claims of all persons whomsoever. Where used herein
the terms GRANTOR, GRANTEE and TRUSTEE shall be construed as singular or plural
as the context requires.

This property is being transferred without consideration as a result of
Grantors estate planning decisions, into GRANTOR'S Living Revocable Trust. An
examination was not made of the title before transfer.

STEPHEN J. ABBOTT shall have the independent power and authority to
protect, conserve, and to sell, or to lease, or to encumber, or otherwise to
manage and dispose of the real property conveyed by this deed.

If **STEPHEN J. ABBOTT** cannot continue to serve as TRUSTEE, then the
Successor TRUSTEE shall be **CYNTHIA L. ABBOTT**. If **CYNTHIA L. ABBOTT** cannot serve
or continue to serve as TRUSTEE, then the Successor TRUSTEE shall be **WILLIAM W.**
ABBOTT, JR. If **WILLIAM W. ABBOTT, JR.**, cannot serve or continue to serve as
TRUSTEE, then the Successor TRUSTEE shall be **NATHAN J. ABBOTT**.

All Successor TRUSTEES are hereby granted the power to protect, conserve
and to sell, or to lease, or to encumber, or otherwise to manage and dispose of
the real property described in this deed.

The powers of the TRUSTEE and all Successor TRUSTEES shall extend to any
and all rights which the Trustor possesses in the above described real property;
any deed, mortgage, or other instrument executed by the TRUSTEE shall convey all
rights or interests of the Trustor including homestead; and the TRUSTEE is

appointed as the attorney-in-fact for the Trustor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Trustor.

Any person dealing with the TRUSTEE shall deal with said TRUSTEE in the order as set forth above. However, no person shall deal with a Successor TRUSTEE until one or more of the following have been received by said person or placed of record in the aforementioned county:

- A. The written resignation of the prior TRUSTEE sworn to and acknowledged before a notary public.
- B. A certified death certificate of the prior TRUSTEE.
- C. The order of a court of competent jurisdiction adjudicating the prior TRUSTEE incompetent, or removing said TRUSTEE for any reason.
- D. The written certificates of two physicians currently practicing medicine that the TRUSTEE is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of TRUSTEE.
- E. The written removal of a successor TRUSTEE and/or the appointment of an additional Successor TRUSTEE by the GRANTOR sworn to and acknowledged before a notary public; this right being reserved to GRANTOR, **STEPHEN J. ABBOTT**.

This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the current year and subsequent years, and all mortgages of record which the GRANTEE herein assumes and agree to pay.

EXECUTED JUL 08 2009

Signed, sealed, and delivered
in the presence of:

Tammy L. Quinlin
Print Name Tammy L. Quinlin

Stephen J. Abbott
STEPHEN J. ABBOTT

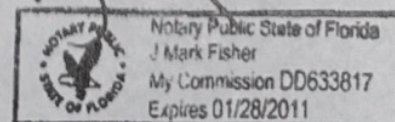
Blair Fisher
Print Name Blair Fisher

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this JUL 08 2009 by STEPHEN J. ABBOTT, who is personally known to me or who has produced _____ as identification and who did not take an oath.

J. Mark Fisher
J. Mark Fisher, NOTARY PUBLIC

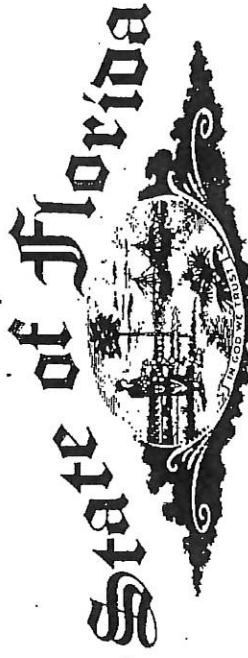
Notary Seal and commission
expiration stamp:



**** OFFICIAL RECORDS ****
BK 2223 PG 4757

EXHIBIT "C"
ARTICLES OF
INCORPORATION

** OFFICIAL RECORDS **
BK 2223 PG 4758



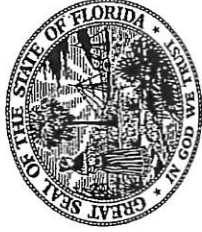
Department of State

I certify from the records of this office that DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on September 2, 1999.

The document number of this corporation is N99000005334.

I further certify that said corporation has paid all fees due this office through December 31, 1999, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.



CR2EO22 (1-99)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighth day of September, 1999

Katherine Harris
Katherine Harris
Secretary of State

**** OFFICIAL RECORDS ****
BK 2223 PG 4759

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

99 SEP -2 AM 9: 50

**ARTICLES OF INCORPORATION
OF**

**DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT FOR PROFIT**

The undersigned incorporators by these articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and adopt the following Articles of Incorporation:

ARTICLE I. NAME

The name of this corporation is DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these articles of incorporation as the "Articles", and the bylaws of the Association as the "Bylaws".

ARTICLE II. TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE III. PURPOSE

This Association is organized for the purpose of providing an entity under the Florida Condominium Act (the Act) for the operation of a condominium located in Okaloosa County, Florida, and known as Destin Harbor Place, a Condominium (the "Condominium"), created pursuant to the Declaration of Condominium (the "Declaration").

ARTICLE IV. MEMBERS

The qualification of members and the manner in which the directors shall be elected or appointed shall be contained in the Bylaws.

ARTICLE V. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of this corporation is Suite 6-A, 151 Regions Way, Destin, Florida 32541, and the name of the initial registered agent of this corporation at that address is W. Christopher Hart.
The corporate principal address is: 508 Highway 98 East, Destin, FL 32541.

**** OFFICIAL RECORDS ****
BK 2223 PG 4760

ARTICLE VI. FIRST BOARD OF DIRECTORS

The number of persons constituting the first board of directors shall be three and their names and addresses are as follows:

| NAME | ADDRESS |
|----------------------|---|
| FRANK L. FLAUTT, JR. | 1000 Ridgeway Loop Road, Suite #320 Memphis, Tennessee 38120 |
| RICHARD M. JORDAN | 302 Alabama Street Montgomery, Alabama 36104 |
| W. CHRISTOPHER HART | 151 Regions Way, Suite 6-A Destin, Florida 32541 |

ARTICLE VII. INCORPORATORS

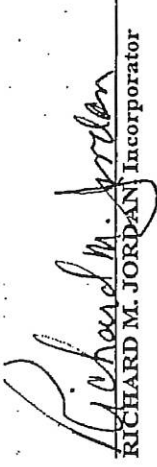
| NAME | ADDRESS |
|----------------------|---|
| FRANK L. FLAUTT, JR. | 1000 Ridgeway Loop Road, Suite #320 Memphis, Tennessee 38120 |
| RICHARD M. JORDAN | 302 Alabama Street Montgomery, Alabama 36104 |

IN WITNESS WHEREOF, the undersigned incorporators have executed these *Articles of Incorporation* on this 31 day of July, 1991.


FRANK L. FLAUTT, JR., Incorporator

**** OFFICIAL RECORDS ****
BK 2223 PG 4761

IN WITNESS WHEREOF the undersigned incorporators have executed these *Articles of Incorporation* on this 31st day of Aug, 1999.


RICHARD M. JORDAN
Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been named as *registered agent* to accept service of process for DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC., at the place designated in these Articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Signature: 
W. CHRISTOPHER HART
Registered Agent

3

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 SEP -2 AM 9:50

**** OFFICIAL RECORDS ****
BK 2223 PG 4762

EXHIBIT "D"
BYLAWS

**** OFFICIAL RECORDS ****
BK 2223 PG 4763

EXHIBIT "D"

**BYLAWS
OF
DESTIN HARBOR PLACE
OWNERS ASSOCIATION, INC.**

I. IDENTITY

These are the Bylaws of DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (the "Association"), organized for the purpose of operating that certain condominium located in Okaloosa County, Florida, and known as *Destin Harbor Place, a Condominium* (the "Condominium").

1.1 Principal Office. The principal office of the Association shall be at 508 Highway 98 East, Destin, Florida 32541, or at such other place as may be designated by the Board of Directors.

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

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "*Florida*", the words "*Corporation Not for Profit*", and the year of incorporation.

1.4 Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws"; the Articles of Incorporation of the Association as the "Articles"; and the Declaration of Condominium for the Condominium as the "Declaration." "Division" shall mean the Division of Land Sales, Condominiums, and Mobile Homes. "Board" shall mean the Board of Directors for the Association. The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in *F.S. Chapter 718, The Condominium Act* (the "Act"), as well as those set forth in the Declaration and the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires.

II. MEETINGS OF UNIT OWNERS AND VOTING

2.1 Membership-Designation of Unit Owners. Persons or entities shall become members of the Association on the acquisition of a fee simple interest to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration, and shall thereafter be Unit Owners. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person, or a corporation, partnership or other artificial entity, then the voting interest of that Unit shall be exercised only by such natural person as shall be named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Association among its official records.

2.2 Annual Meeting. The annual meeting of the Unit Owners shall be held on the date and at the place and time as determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Unit Owners.

2.3 Special Meetings. Except as modified by the specific requirements for special kinds of Unit Owner meetings as set out in these Bylaws, notice of special meetings shall be delivered to each Unit Owner not less than 14 or more than 60 days before the date of the meeting. Unit Owner special meetings shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board, and must be called by the President or Secretary on receipt of a written request from at least 10% of the voting interests of the Association. Requests for a meeting by the Unit Owners shall state the purpose for the meeting, and business conducted at any special meeting shall be limited to the matters stated in the notice for it.

2.4 Notice of Annual Meeting. Written notice of the annual meeting shall be mailed to each Unit Owner at least 14 days and not more than 60 days before the annual meeting. Notice of an annual meeting at which Directors will be elected shall be delivered pursuant to Provisions 2.9 and 3.3.

2.5 Notice of Budget Meeting. The Board shall mail a notice and a copy of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the Board will consider the budget. Notice shall be delivered pursuant to Provision 2.9. Evidence of Compliance with this fourteen (14) day notice must be made by an affidavit executed by an officer of the Association or the Condominium Manager and filed among the official records of the Association.

2.6 Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board requires assessment against the Unit Owners for the calendar year exceeding 115% of assessment for the preceding year (less any lawfully excluded items), the Board, on written application of 10% of the voting interests to the Board, shall call a special meeting of the Unit Owners within 30 days upon not less than 10 days written notice of the meeting to each unit owner. Notice shall be delivered pursuant to Provision 2.9.

2.7 Notice of Meeting to Consider Recall of Directors. A special meeting of the Unit Owners to recall a Director or Directors may be called by 10% of the voting interests giving notice of the meeting as required for a special meeting of Unit Owners. The notice must be accompanied by a dated copy of a signature list of at least 10% of the Unit Owners. The meeting shall be held not less than 10 days nor more than 60 days from the date the notice of the meeting is given. Recalls shall be held in accordance with Provision 3.7.

2.8 Notice of Meeting to Elect Non-developer Directors. Notice of a meeting to elect a Director or Directors from Unit Owners other than the Developer shall be given as described in Section 3.2 (D) below. The meeting may be called and notice given by any Unit Owner if the Association fails to do so.

2.9 Delivery of Notice; Content; Posting; Waiver. Notice for all meetings, and all other purposes, shall be addressed to the address that the Developer initially identified for that purpose unless one or more of the Unit Owners advises the Association of a different address. If no address is given or the Unit Owners do not agree, the notice shall be delivered to the address provided on the deed of record. Notice for budget meetings shall be mailed or hand delivered to each Unit Owner at the address last furnished to the Association. For all other meetings, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, a copy of the notice. An officer of the Association shall provide an Affidavit, to be included in the official records of the Association affirming that notices of the Association meeting were mailed or otherwise delivered to each Unit Owner at the address last furnished to the Association. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Unit Owner at the address as it appears in the records of the Association, with postage prepaid. Payment of postage for notice of any meeting, by whomever called, shall be an obligation of the Association. The notice shall include the date, time and location of the meeting. The notice shall also include an identification of agenda items. A copy of the notice shall also be posted in a conspicuous place on the condominium property at least 14 continuous days before the meeting. A Unit Owner may waive their right to receive notice of any meeting by a writing signed by them and filed with the Secretary of the Association either before, at or after the meeting for which the waiver is given.

2.10 Quorum. A quorum at Unit Owner meetings shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership. Absentee ballots, alone, may not be counted in determining a quorum.

2.11 Participation. Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. The Association may, however, adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation. Any such rules must first be adopted in written form. The rules may limit a Unit Owner's presentation time to not less than 3 minutes and may require that a Unit Owner file with the Association, at or a reasonable time before the meeting, a written request to speak at a meeting.

2.12 Voting: Number of Votes: Majority Vote. In any Unit Owner meeting, each Unit shall have one vote. The vote of a Unit is not divisible. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

2.13 Proxies: Powers of Attorney. Voting interests may be exercised in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxy substantially conforming to a limited proxy form provided by the Association. Limited proxies and general proxies may be used to establish a quorum. No proxy, limited or general, shall be used in the election of Directors. Limited proxies shall be used for votes taken to waive or reduce association reserves, for votes taken to waive the requirement of the Association to deliver to the Unit Owners a complete set of financial statements for each preceding fiscal year, for votes taken to amend the Declaration of Condominium, for votes taken to amend the Articles of Incorporation or Bylaws, or for any other matter for which a Unit Owner is required or permitted to vote. General proxies may be used for other matters for which limited proxies are not required. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than 90 days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in 2.1, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting such authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. If no such provision is made, substitution is not authorized. Nothing contained herein shall prevent Unit Owners from voting in person.

**** OFFICIAL RECORDS ****
BK 2223 PG 4765

2.14. Adjourned Meetings. If any meeting of Unit Owners cannot be organized because a quorum is not present, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that in the cases where meetings have been called to consider the enactment of a budget to replace a proposed budget which exceeds 11.5% of the assessments for the preceding year, or to determine to provide no reserves or reserves less adequate than required, they may not be adjourned for lack of a quorum and if a quorum is not present the excessive budget, or the reserves as the case may be, shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice and a copy of the meeting agenda shall be posted in a conspicuous place on the condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.15 Action by Unit Owners Without a Meeting. Unit Owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the Unit Owners, and responses received after that shall not be considered.

2.16 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection by any Unit Owner or the authorized representative of such Owner, and Directors at all reasonable times. The minutes shall be retained by the Association for a period of not less than seven (7) years. Unit Owners and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Unit Owner.

2.17 Order of Business. The order of business at annual Unit Owner meeting and as far as practical at other Unit Owner meetings, shall be:

- A. Call to order.
- B. Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside.
- C. Calling of the roll, certifying of proxies, determination of a quorum.
- D. Proof of notice of meeting or waiver of notice.
- E. Reading and disposal of any unapproved minutes.
- F. Reports of Officers.
- G. Reports of Committees.
- H. Appointment of inspectors of election.
- I. Determination of number of Directors.
- J. Election of Directors.
- K. Unfinished business.
- L. New business.
- M. Adjournment.

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2.18 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board acting alone:

- A. Amendments to the Declaration, except those made by the Developer as otherwise provided specifically in the Declaration.
- B. Merger of two or more independent condominiums of a single complex to form a single condominium.
- C. Purchase of land or recreation lease.
- D. Cancellation of grants or reservations made by the Declaration, a lease or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners that provides for operation, maintenance or management of the Condominium Association or property serving the Unit Owners.
- E. Exercise of Option to purchase recreational or other commonly used facilities lease.
- F. Providing no Reserves, or less than adequate reserves.
- G. Recall of Directors.
- H. Other matters contained in the Declaration, the Articles or these Bylaws that specifically require a vote of the Unit Owners.

III. DIRECTORS

3.1 Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Unit Owners other than the Developer

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are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the Unit Owners may decide. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either Unit Owners, tenants residing in the Condominium, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after he ceases to be Unit Owner, a tenant residing in the Condominium, an officer of a corporate Unit Owner, or a partner of a partnership Unit Owner.

3.2. Transfer of Control of Association.

- A. One Third. When Unit Owners other than the Developer own 15% or more of the Units in any one Condominium that will be operated ultimately by the Association, they shall be entitled to elect no less than one third of the Directors.
- B. Majority. Unit owners other than the Developer are entitled to elect not less than a majority of the Directors at the earliest of:
 - (i) three years after 50% of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or
 - (ii) three months after 90% of the Units that ultimately will be operated by the Association have been conveyed to purchasers; or
 - (iii) when all the Units that ultimately will be operated by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or
 - (iv) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
 - (v) seven (7) years after recordation of the Declaration of Condominium, whichever occurs first.

Transfer of Association Control shall be in accordance with *F.S. 718.301*.

- C. Developer Member. The Developer is entitled to elect at least one Director as long as the Developer holds for sale in the ordinary course of business at least 5% of the Units that ultimately will be operated by the Association, if that number shall be fewer than 500 Units, and 2% if that number shall be more than 500 Units.
- D. Election. Within 75 days after the Unit Owners other than the Developer are entitled to elect a Director or Directors, the Association shall call, and give not less than 60 days notice of a meeting of the Unit Owners to elect a Director or Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. Any eligible person may nominate himself. Nominations must be provided in written form to the Association not less than 40 days before the meeting. Written notice of the meeting at which elections will be held, including an agenda and a ballot, shall be mailed or delivered to each unit owner at least fourteen (14) days prior to the meeting and shall be posted in a conspicuous place on the condominium property at least fourteen (14) days preceding the meeting. Elections shall be held by ballot in accordance with procedures adopted by the Division. Neither general or limited proxies shall be used for the election of Directors. Elections shall be decided by a plurality of the votes cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. Upon election of the first Unit Owner other than the Developer to the Board, the Developer shall forward to the Division the name and mailing address of the Unit Owner Director. Notice of the meeting shall be provided pursuant to Provision 2.9.

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E. Relinquishment of Control. Either before or not more than 60 days after the time that Unit Owners other than the Developer elect a majority of the Directors, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, the Developer shall deliver to the Association at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act. After relinquishing control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other Unit Owner except for purposes of re-acquiring control of the Association or selecting the majority of the Board.

F. Compelling Compliance. In any action brought to compel compliance with *F.S. 718.301* regarding transfer of Association control and election of Directors by Unit Owners other than the Developer, the summary procedure provided for in *F.S. 51.011* may be employed, and the prevailing party shall be entitled to recover reasonable attorneys' fees.

G. Early Transfer. Nothing contained in this 3.2 shall be deemed to prevent the Developer from transferring control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this section.

3.3 Election of Directors after Transfer of Control of Association. After the initial election of Directors by Unit Owners pursuant to Provision 3.2(D), Directors shall be elected at the annual Unit Owner meeting. Each Unit Owner shall be entitled to cast votes for each of as many nominees as there are vacancies. Neither general or limited proxies shall be used for the election of Directors. There shall be no cumulative voting. Not less than 60 days before an annual meeting at which an election is scheduled, the Association shall mail or deliver to each Unit Owner entitled to vote a first notice of the election. Any eligible person may nominate himself. Nominations must be provided in written form to the Association not less than 40 days before a scheduled election. The Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote, together with a ballot listing all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2" by 11", which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot. The failure of the Association to mail or deliver all information sheets provided shall void the election. The Association shall be responsible for the cost of mailing and copying. The Association shall not be liable for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of votes. There shall be no quorum requirement; however, at least 20% of the eligible voters must vote to have a valid election. No Unit Owner shall permit any other person to vote his ballot, and any such ballots shall be void. A Unit Owner who needs assistance in voting for the reasons stated in *F.S. 101.051* may obtain such assistance. Notwithstanding the provisions of this section, an election is not required unless more candidates are available for election than vacancies exist on the Board. Any Notice required herein shall be provided pursuant to Provision 2.9.

3.4 Election Procedures. Elections shall be held in accordance with the Act and any Division regulations.

3.5 Term. Each Director's term of service shall extend until the next annual Unit Owner meeting and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in Provision 3.7. The Unit Owners, however at any annual meeting after the Developer has relinquished control of the Association and to provide a continuity of experience, may vote to create classes of directorships having a term of one, two, or three years to create a system of staggered terms.

3.6 Vacancies. Except for vacancies resulting from removal of Directors, vacancies occurring between annual Unit Owner meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors, irrespective of the length of the remaining term of the vacating Director.

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3.7 Removal. Any Director, except those selected by the Developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners to recall a Director or Directors may be called by 10% of the voting interests giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the meeting. Any vacancy on the Board thus created shall be filled by the Unit Owners at the same meeting. If more than one Director is subject to recall, there shall be a separate vote on the question to remove each Director. Recalls shall be further governed by the Act and any Division regulations.

3.8 Disqualification and Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently. Any Director elected by the Unit Owners who is absent from more than three consecutive regular meetings of the Board, unless excused by resolution of the Board, shall be deemed to have resigned from the Board automatically, effective when accepted by the Board.

3.9 Organizational Meeting. The organizational meeting of a newly elected Board shall be held within 10 days of their election at a place and time established by the Directors at the meeting at which they were elected. Additional notice to the Directors shall not be required.

3.10 Regular Meetings. The Board may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone or telegraph, at least 3 days before the meeting.

3.11 Special Meetings. Special meetings of the Board may be called by the President and, in his absence, by the Vice President, and must be called by the Secretary at the written request of one third of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place, and purpose of the meeting and shall be delivered to each Director at least 3 days before the meeting.

3.12 Emergency Items. Any item not included on the notice of a regular or special meeting may be taken up on an emergency basis by at least a majority plus one (1) of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

3.13 Posting of Notice to Unit Owners. Upon notice to the Unit Owners, the Board shall by duly adopted rule, designate a specific location on the Condominium property or Association property for the posting of notices for all Board meetings. A copy of the notice of all Director or committee meetings shall be posted conspicuously at the selected location at least 48 continuous hours before the meeting, except in an emergency. The notice shall include a identification of agenda items, and the date, time, and location of the meeting. If no property is so designated, notices of all Board meetings shall be delivered pursuant to Provision 2.9 at least fourteen (14) days before the meeting.

3.14 Written Notice to Unit Owners. Written notice of any meeting at which non-emergency special assessments, the Association budget, or amendments to rules regarding unit use will be considered shall be delivered to the Unit Owners pursuant to Provision 2.9 not less than fourteen (14) days before the meeting. The notice shall include an identification of agenda items, and the date, time, and location of the meeting. Notice of any meeting in which regular assessments are to be considered shall specifically contain a statement that such assessments will be considered and the nature of any such assessments.

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

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3.16 Quorum. A quorum at the meetings of the Directors shall consist of a majority of the Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Declaration, the Articles or these Bylaws.

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

3.18 No Proxy. There shall be no voting by proxy at any meeting of the Board.

3.19 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting because of an asserted conflict of interest.

3.20 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

3.21 Attendance by Conference Telephone. When a telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board and by any Unit Owners present in an open meeting. Directors utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.22 Meetings Open to Unit Owners. Meetings of the Board, at which a quorum of the members is present, shall be open to all Unit Owners. At such meetings, Unit Owners shall have the right to address agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Any such rules must first be adopted in written form. The rules may limit a Unit Owner's presentation time to not less than 3 minutes and may require that a Unit Owner file with the Association, at or a reasonable time before the meeting, a written request to speak at a meeting. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the unit owners is inapplicable to meetings between the Board or a committee and the Association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.

3.23 Presiding Officer. The presiding officer at Board meetings shall be the President or, in his absence, the Vice President, and in his absence, the Directors present shall designate any one of their number to preside.

3.24 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book open to inspection by any Unit Owner or the authorized representative of such Owner and Directors at all reasonable times. The Association shall retain these minutes for a period of not less than seven years. Unit Owners and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Owner.

3.25 Executive Committee. The Board, by resolution, may appoint an executive committee to consist of three or more Directors. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (a) determine the common expenses required for the operation of the Condominium; (b) determine the assessments payable by the Unit Owners to meet the common expenses of the Condominium; (c) adopt or amend rules and regulations covering the details of the operation and use of the Common Elements; (d) purchase, lease or otherwise acquire Units in the Condominium in the name of the Association; (e) approve any actions or proposals required by the Act, the Declaration, the Articles or these Bylaws to be approved by Unit Owners; or (f) fill vacancies on the Board. Meetings of the executive committee shall be open to Unit Owners.

3.26 Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.27 Order of Business. The order of business at meetings of Directors shall be:

- A. Calling of roll.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading and disposal of any unapproved minutes.
- D. Reports of officers and committees.
- E. Election of Directors.
- F. Unfinished Business.
- G. New Business.
- H. Adjournment.

3.28 Failure to Elect Director Quorum. If the Association or the Board fails to fill vacancies on the Board sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all the powers and duties of a duly constituted Board and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles and these Bylaws shall be exercised exclusively by the Board, or its duly authorized agents, contractors or employees, subject only to the approval by Unit Owners when that approval is specifically required. The powers and duties of the Board shall include, but shall not be limited to, the following:

- 4.1 Maintenance, Management and Operation of the Condominium Property.
- 4.2 Contract, Sue or be Sued. After control of the Association is obtained by Unit Owners other than the Developer, the Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the Association may have shall not begin to run until the Unit Owners have elected a majority of the Directors.
- 4.3 Right of Access to Units. The Association has the irrevocable right to access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.
- 4.4 Make and Collect Assessments; Common Elements. The Association has the power to make and collect assessments, and to lease, maintain, repair and replace the common elements. A user fee may not be charged for the use of common elements or Association property unless such fee is provided for in the Declaration, approved by a majority vote of the Unit Owners, or relate to expenses incurred by the Unit Owner having exclusive use of the common element or Association property. Garage or reserved parking spaces are limited common elements, as set forth in paragraph 5.5 of the Declaration of Condominium, and are not subject to assessment by the Association even though such parking spaces are used exclusively by their respective unit owners.

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4.5 Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

4.6 Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.

4.7 Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

4.8 Purchase Land or Recreation Lease. Any land or recreation lease may be purchased by the Association on the approval of two-thirds of the voting interests of the Association.

4.9 Acquire Use Interest in Recreational Facilities. The Association may enter into agreements, acquire fee simple memberships and other possessory or use interest in lands or facilities, such as country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the Condominium property or not if (a) they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners and (b) if they exist or are created at the time the Declaration was recorded, they are fully stated and described in the Declaration.

4.10 Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

4.11 Authorize Certain Amendments. If it appears that through a drafter's error in the Declaration that the common elements, common expenses, or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board or a majority of the voting interests.

4.12 Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the common elements, common areas, and recreational facilities serving the Condominium.

4.13 Maintain Official Records. The Association shall maintain all of the records, where applicable, set forth in Article IX of these Bylaws, which shall constitute the official records of the Association.

4.14 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property and the Condominium property. The Association may also obtain liability insurance for Directors and officers, insurance for the benefit of the Association employees, and flood insurance for common elements, Association property and units. The Association shall make available a copy of each policy for inspection by Unit Owners at reasonable times.

4.15 Furnish Annual Financial Reports to Unit Owners. Within 60 days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the Bylaws, the Board of Directors of the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous 12 months prepared in accordance with generally accepted accounting principles.

4.16 Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.17 Provide Certificate of Unpaid Assessment. Any Unit Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Condominium parcel.

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4.18 Pay the Annual Fee to the Division for Each Residential Unit Operated by the Association.

4.19 Contract for Operation, Maintenance, and Management of the Condominium.

4.20 Pay Taxes or Assessments Against the Common Elements or Association Property.

4.21 Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.

4.22 Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium property and may retain those professional services that are required for those purposes.

4.23 Impose Fines. The Board may impose fines on Unit Owners in such reasonable sums as they may deem appropriate, not to exceed the maximum allowed by the Division or Act for violations of the Declaration, these Bylaws, or lawfully adopted rules and regulations by Owners or their guests or tenants. See 7.10.

4.24 Suspend Approval for Delinquent Unit Owner. The Board may disapprove the prospective tenant of any Unit Owner as long as he is delinquent in the payment of assessments for Common Expenses.

4.25 Authorize Private Use of the Common Elements. The Board may authorize Unit Owners or others to use portions of the Common Elements, such as social rooms and meeting rooms for private parties and gatherings. Reasonable charges may be imposed provided a lease is entered into between the Association and the Unit Owner.

4.26 Repair or Reconstruct Improvements After Casualties.

4.27 Lien for Labor and Materials Furnished to the Common Elements. Labor performed on or materials furnished to the Common Elements, if authorized by the Board, may be the basis for the filing of a lien against all Condominium parcels in the proportions for which the Owners are liable for Common Expenses.

4.28 Evidence of Compliance to Fire and Safety Code. The Board may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units to the applicable fire and life safety codes.

4.29 Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums, and Mobile Homes. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide a substantive response to the inquirer. If a legal opinion is requested, the Board shall within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein shall preclude the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may, through its Board, adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

V. OFFICERS

5.1 Executive Officers. The executive officers of the Association shall be a President, who

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shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary. The officers shall be elected annually by the Board and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board from time to time shall elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that usually are vested in the office of president of an Association, including but not limited to the power to appoint committees from the Unit Owners to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate. He shall preside at all meetings of the Board.

5.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Unit Owners. He shall attend to the serving of all notices to the Unit Owners and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation. The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Condominium.

VI. FISCAL MANAGEMENT

6.1 Board Adoption of Budget. The Board shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least 45 days before the end of each fiscal year.

6.2 Budget Requirements. The proposed annual budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- A. Administration of the Association.
- B. Management fees.
- C. Maintenance.
- D. Rent for recreational and other commonly used facilities.
- E. Taxes on Association property.
- F. Taxes on leased areas.
- G. Insurance.

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- H. Security provisions.
- I. Other expenses.
- J. Operating capital.
- K. Fees payable to the Division.
- L. Reserve accounts for capital expenditures and deferred maintenance pursuant to the Act and any Division regulations.

6.3 Notice of Budget Meeting. The Board shall mail or hand deliver to each unit owner at the address last furnished to the Association a meeting notice and copies of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the budget will be considered. Notice shall be provided pursuant to Provision 2.9. Evidence of Compliance with this fourteen (14) day notice must be made by Affidavit executed by an officer of the Association or other manager and filed among the official records of the Association.

6.4 Unit Owner Rejection of Excessive Budget. If a budget adopted by the Board of Directors requires assessment against the Unit Owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board, on written application of 10% of the voting interests, shall call a special meeting of the Unit Owner within 30 days. Each Unit Owner shall receive 10 days notice of the meeting. Notice shall be provided pursuant to Provision 2.9. At the special meeting, Unit Owners shall consider and enact a budget by not less than a majority of all voting interests. If a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium property, nonrecurring expenses and assessments for betterment to the Condominium property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in the previous year.

6.5 Alternative Budget Adoption by Directors. At its option, for any fiscal year, the Board may propose a budget to the Unit Owners at a meeting of Directors or in writing. If the proposed budget is approved by the Unit Owners at the meeting or by a majority of all voting interests in writing, the budget shall be adopted.

6.6 Budget Restraints on Developer. As long as the Developer is in control of the Board, the Board shall not impose an assessment for any year greater than 115% of the previous year's assessment without approval of a majority of all voting interest other than those held by the Developer.

6.7 Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Unit Owner or the authorized representative of such Owner at all reasonable times. The records shall include, but are not limited to:

- A. Accurate, itemized, and detailed records of all receipts and expenditures.
- B. A current account and a monthly, bi-monthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
- C. All audits, review, accounting statements, and financial reports of the Association or Condominium.
- D. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year. Within 60 days after the end of each fiscal year, the Board shall mail or furnish by personal

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delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months.

6.8 Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.

6.9 Fidelity Bonding. Each officer and Director of the Association and each employee of the agent under the terms of the Association Management Agreement now in force or in force in the future who controls or disburses its funds shall be bonded by a fidelity bond. If the Association's annual gross receipts do not exceed \$100,000, the bond shall be in the principal sum of not less than \$10,000 for each person. If the Association's annual gross receipts exceed \$100,001, but do not exceed \$300,000, the bond shall be in the principal sum of \$30,000 for each person. If the Association's annual gross receipts exceed \$300,000, the bond shall be in the principal sum of not less than \$50,000 for each person. The Association shall bear the cost of bonding.

6.10 Annual Election of Income Reporting Method. The Board shall make a determination annually, based on competent advice, as to whether it shall cause the Association's income to be reported to the Internal Revenue Service by the "regular" method (Federal Tax Form 1120H), according to which method of reporting shall best serve the interest of the Association for the reporting period under consideration.

VII. ASSESSMENTS AND COLLECTION

7.1 Assessments. Generally. Assessments shall be made against the Units not less frequently than quarterly in the discretion of the Board. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

7.2 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for Common Expenses, as determined by the Board, shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within such time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. Upon completion of such specific purpose or purposes, however, any excess funds shall be considered Common Surplus.

7.3 Charges for Other than Common Expenses. Charges by the Association against individual Unit Owners for other than Common Expenses shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than Common Expenses may be made only after approval of a Unit Owner or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium property or recreation area, maintenance services furnished at the expense of a Unit Owner and other services furnished for the benefit of a Unit Owner. The provisions of 7.7 shall not apply to the charges described herein.

7.4 Liability for Assessments. Each Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the Unit Owner. The Unit Owner and his grantee in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the transfer of title. A first mortgagee or other purchaser of a Condominium Unit who obtains title to the Condominium parcel by a purchase at the public sale

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resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or who obtains title as a result of a deed given in lieu of foreclosure, together with his successors and assigns, is liable for the share of Common Expenses or assessments attributable to the Condominium parcel or chargeable to the former Unit Owner of the parcel as required by F.S. 718.116. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

7.5 Assessments Against Developer-Owned Units. If a Developer holds units for sale in the ordinary course of business, the Developer may not be assessed as a Unit Owner for capital improvements without written approval by the Developer.

7.6 Assessments, Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.7 Collection: Interest, Administrative Late Fees, and Application of Payment. Assessments and installments on them, if not paid within ten days after the date they become due, shall bear interest at the highest rate allowed by the laws of the State of Florida (currently 18%) from the date when due until paid. In addition to interest, the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of the assessment for each delinquent installment that is late. All payments received by the Association upon account shall be applied first to interest, then to any administrative late fee, then to any costs and reasonable attorneys fees incurred in collection, and then to the delinquent assessment.

7.8 Lien for Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. Except as otherwise provided, the lien is effective from and shall relate back to the recording of the original Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the public records in the county in which the Condominium parcel is located.

To be valid, a claim of lien must state the description of the condominium parcel, the name of the record owner, the name and address of the Association, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association. No such lien shall be effective longer than one year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The one-year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The claim of lien shall secure all unpaid assessments, interest, administrative late fees, costs, and attorneys' fees which are due and which may accrue after the recording of the claim of lien and before the entry of a final judgment of foreclosure. The lien is subordinate to any mortgage on the Condominium parcel recorded before it.

Where a unit owner is delinquent in the payment of assessments, and the Association institutes collection procedures by pursuing a claim of lien, for the purpose of that action, the Association may include the assessments due for the remaining budget year. If accelerated, those assessments become due and payable on the date the claim of lien is filed, regardless of the fact they might not have otherwise been billed or payable until a later date. Further, the claim of lien may secure interest owed on assessments and all reasonable costs and attorneys fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to satisfaction of the lien.

7.9 Collection: Suit, Notice. The Association may bring an action in its name to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least 30 days

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before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return-receipt requested, addressed to the Unit Owner at the last known address. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

7.10 Fines. The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the Association bylaws, or reasonable rules of the Association. No fine will become a lien against a unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. Before levying a fine, the Board shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The notice shall include:

- A. a statement of the date, time and place of the hearing;
- B. a statement of the provisions of the Declaration, these Bylaws and lawfully adopted rules and regulations which have allegedly been violated; and
- C. a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. Upon the levying of any fine, the Board may collect such fines like assessments in one or more installments. Each day of violation shall be a separate violation. The affected Unit Owner, whether the offending party or not, shall always be given notice of the hearing. No fine shall become a lien against a Unit. No fines may be levied against unoccupied Units.

VIII. ASSOCIATION CONTRACTS

8.1 Fair and Reasonable Cancellation. Any contracts made by the Association before the Unit Owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance or management of the Association or property serving the Unit Owners, made by the Association, whether before or after assumption of control of the Association by the Unit Owners, must not be in conflict with the powers and duties of the Association or the rights of the Unit Owners. Contracts made by the Association before the Unit Owners assume control may be canceled by the Unit Owners after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Laundry-Related Vending Equipment. The Developer may obligate the Association under lease agreements or other contractual arrangements for laundry-related vending equipment. The leases or agreements for such vending equipment may not be subject to cancellation by Unit Owners other than the Developer if those leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the State of Florida.

8.4 Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- A. Specification of the services, obligations, and responsibilities of the service provider.
- B. Specification of costs for services performed.

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- C. An indication of frequency of performance of services.
- D. Specification of minimum number of personnel to provide the services contracted for.
- E. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

IX. ASSOCIATION OFFICIAL RECORDS

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

- A. A copy of the plans, permits, warranties and other items provided by the Developer pursuant to F.S. 718.301(4) of the Act.
- B. A Photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments.
- C. A photocopy of the recorded Bylaws of the Association and all amendments.
- D. A certified copy of the Articles of Incorporation of the Association and all amendments.
- E. A copy of the current rules of the Association.
- F. A book or books containing the minutes of all meetings of the Association, of the Board and of Unit Owners, which minutes shall be retained for a period of not less than seven years.
- G. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.
- H. All current insurance policies of the Association and Condominiums operated by the Association.
- I. A current copy of any management agreement, lease or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.
- J. Bills of sale or transfer for all property owned by the Association.
- K. The accounting records required in 6.7.
- L. Ballots, sign-in sheets, voting proxies and all other papers related to voting, which shall be maintained for a period of one year from the date of the meeting, election or vote to which the document relates.
- M. All rental records where the Association is acting as agent for the rental of Condominium Units.
- N. A copy of the current question and answer sheet as described in section 718.504, Florida Statutes.
- O. All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

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The official records of the Association shall be maintained in the county in which the Condominium is located and shall be open to inspection by any Unit Owner or the authorized representative of such Owner at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Unit Owner. Failure to permit inspection of the Association records entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection.

X. OBLIGATIONS OF OWNERS

10.1 Violations, Notice, Actions.

In the case of a violation (other than the nonpayment of an assessment) by a Unit Owner of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted rules and regulations, the Association by direction of the Board may transmit to the Unit Owner by certified mail, return-receipt requested, a notice of the violation. If the violation shall continue for a period of 30 days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

- A. File an action to recover for its damages on behalf of the Association or on behalf of other Unit Owners.
- B. File an action for injunctive relief requiring the offending Unit Owner to take or desist from taking certain actions.
- C. File an action for both damages and injunctive relief.

A Unit Owner may bring an action against the Association or any Director for damages, injunctive relief, or both, if the Association, or a Director willfully and knowingly, fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws or the rules and regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under Provision 4.25.

10.2 Attorneys' Fees. In any action brought pursuant to Provision 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

10.3 No Waiver of Rights. Neither a Unit Owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Unit Owner or the purposes of the provision, except that Unit Owners or Directors may waive notice of specific meetings in writing.

XI. ARBITRATION OF INTERNAL DISPUTES

Disputes among Unit Owners, the Association, their agents, and assigns may be resolved by mandatory non-binding arbitration pursuant to the Act and any Division regulations.

XII. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Condominium during the period of membership, nor impair any rights or remedies that the Association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

**XIII. LIMITATIONS ON UNIT OWNER
LIABILITY FOR USE OF COMMON ELEMENTS**

Each Unit Owner may be personally liable for the acts or omissions of the Association relating to the use of the Common Elements. That liability shall be shared with other Unit Owners in the same percentages as their respective interests in the Common Elements. No individual Unit Owner's liability shall exceed the value of his Unit.

XIV. PARLIAMENTARY RULES

ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles, or these Bylaws.

XV. RULES AND REGULATIONS

15.1 Board May Adopt. The Board may adopt and amend, from time to time, reasonable rules and regulations governing the details or the use and operation of the Common Elements, Allocation property, and recreational facilities serving the Condominium.

15.2 Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Condominium property and a copy furnished to each Unit Owner. No rule, regulation, or amendment shall become effective until 30 days after posting, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately on posting.

15.3 Limitations on Authority. The Board may not unreasonably restrict any Unit Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in Common Elements, Association property, common areas, and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

15.4 Reasonableness Test. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of the health, happiness, and peace of mind on the Unit Owners and uniformly applied and enforced.

**XVI. RESTRICTIONS ON AND REQUIREMENTS FOR
USE, MAINTENANCE AND APPEARANCE OF THE UNITS.**

16.1 Where Contained. Restrictions on the use, maintenance, and appearance of the individual Condominium Units shall be as stated in the Declaration and no amendments to such restrictions shall be contained elsewhere than in the Declaration as adopted by a vote of the Unit Owners conducted in the manner prescribed elsewhere in these Bylaws.

16.2 Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Unit Owners shall be valid and in the nature of covenants running with the land, unless it is shown that they: (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional right.

XVII. BYLAWS DEEMED AMENDED

These Bylaws shall be deemed amended in those particulars as may be required to make them consistent with the provisions of the Act, as it may be amended from time to time.

XVIII. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- A. The Act, and any regulations promulgated by the Division.
- B. The Declaration
- C. The Articles
- D. These Bylaws
- E. The Association's rules and regulations

XIX. INDEMNIFICATION

Every officer and Director shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or Director, whether or not he is an officer or Director at the time the expenses are incurred. The officer or Director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the Unit Owner. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or officer may be entitled.

**XX. DEFECTIVE CONDOMINIUM DOCUMENTS,
CURATIVE PROVISIONS**

Pursuant to F.S. 718.110(10) of the Act, the Association or a Unit Owner may petition the circuit court having jurisdiction in the county in which the Condominium property is situated to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act. In any case, after three years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a Condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

XXI. AMENDMENTS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

21.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

21.2 Adoption. An amendment may be proposed either by a majority of the Board or by

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not less than one third of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than two-thirds of the voting interests of the Association.

21.3 Limitation. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter or amend the rights of the Developer or mortgagees of Units without their consent.

21.4 Recording. A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration of each Condominium operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the Declaration is recorded.

21.5 Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER _____ FOR PRESENT TEXT".

XXII. CONSTRUCTION

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

The foregoing were adopted as the Bylaws of DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC., on April 31, 1999.

DESTIN HARBOR PLACE OWNERS ASSOCIATION, INC.

BY: [Signature]
Name: Frank L. Pleasant [Print/Type Name]

ATTEST:

Its: [Signature]
SECRETARY

[CORPORATE SEAL]

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EXHIBIT "E"
DISCLOSURE STATEMENT

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DISCLOSURE STATEMENT

A CONDOMINIUM UNIT IN **DESTIN HARBOR PLACE, A CONDOMINIUM**, A MAJOR (12 unit) DEVELOPMENT, IN THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, SITUATED ON HIGHWAY 98 ON THE EAST 150 FEET OF THE WEST 500 FEET OF LOT 3-A SOUTH OF HIGHWAY 98, MORENO POINT, MILITARY RESERVATION ACCORDING TO THE PLAT RECORDED IN DEED BOOK 25, PAGE 571, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, WHICH IS BEING PURCHASED FROM _____

By _____ IS ADJACENT TO COMMERCIAL USES WHICH MAY PRODUCE INTRUSIVE NOISES. THE PURCHASER, _____, IS HEREBY NOTICED THAT:

“THIS LAND IS ADJACENT TO COMMERCIAL USES WHICH PRODUCE INTRUSIVE NOISES THAT MAY BE OBJECTIONABLE”.

THE UNDERSIGNED PURCHASER OF SAID LAND HEREBY CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS THE ABOVE DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE SUBJECT PROPERTY IS LOCATED IN A COMMERCIAL AREA.

PURCHASER(S):

Name: _____

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 199____, by _____ and _____, who are personally known to me or have produced _____ as identification.

[Print/Type Name]
NOTARY PUBLIC
Commission Number: _____
My Commission Expires: _____

[NOTARIAL SEAL]

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EXHIBIT "F"
SUBMERGED LAND LEASE

** OFFICIAL RECORDS **
BK 2218 PG 1065

FILE # 1715447 RCD: Jul 27 1999 @ 02:50PM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

This Instrument Prepared By:
Diane C. Rogowski
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE

No. 462590141

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to DESTIN HARBOR PLACE, L.C., a Florida limited liability company, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land being a portion of Lot 3A, Moreno Point Military Reservation, Township 02 South, Range 22 West, in Old Pass Lagoon, Okaloosa County, containing 5,993 square feet, more or less, as is more particularly described and shown on Attachment A, dated November 24, 1998.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from May 10, 1999, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follow:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate an ownership oriented docking facility exclusively to be used for recreational vessels in conjunction with an upland condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveaboards, as shown and conditioned in Attachment A, and the Department of Environmental Protection, Environmental Resource Permit Exemption No. 46-0136013-001-DE, dated May 10, 1999, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, with any right of renewal.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$ 692.79 and 25 percent surcharge, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

[05]

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3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including wet slip rental information, if applicable. In addition, if the wet slip rental rates change during the year, the Lessee shall submit a revised rate schedule within 30 days following the effective date of the rate change. The Lessor reserves the right to assess retroactively additional payments when the actual rental rates or total number of linear feet for rent used to determine the annual payment differs from the rental rates or total number of linear feet for rent supplied by the Lessee.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall secure, maintain, and keep all records for the entire term of this lease, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease payment verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the Department of Environmental Protection, Environmental Resource Permit. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wetslips, from rental of wetslips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

Page 2 of 11 Pages
Sovereignty Submerged Lands Lease No. 462.590141

Destin Harbor Place, a Condominium — Declaration

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**** OFFICIAL RECORDS ****
BK 2218 PG 1067
**** OFFICIAL RECORDS ****
BK 2223 PG 4789

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Destin Harbor Place, L.C.
1000 Ridgeway Loop Road, Suite 320
Memphis, Tennessee 38120

The Lessor shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

15. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

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Sovereignty Submerged Lands Lease No. 462590141

**** OFFICIAL RECORDS ****
BK 2218 PG 1088

**** OFFICIAL RECORDS ****
BK 2223 PG 4790

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by Law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent from the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

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Sovereignty Submerged Lands Lease No. 462590141

**** OFFICIAL RECORDS ****
BK 2218 PG 1069

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

27. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

28. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

29. SPECIAL LEASE CONDITIONS:

(a) The Lessee shall prohibit any mooring, on either a temporary or permanent basis, to the eastern and western faces of the main access dock for a distance of 58 feet from the MHW line. To ensure compliance, the Lessee agrees to place and maintain signs advising boaters that mooring either on a temporary or permanent basis is prohibited.

(b) During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships. In the event that Lessor adopts a provision prohibiting "cruises to nowhere" from operation on or entry onto the leased premises which is different from the above language, Lessee agrees that this lease shall forthwith be modified to include the revised language.

**** OFFICIAL RECORDS ****
BK 2223 PG 4791

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Sovereignty Submerged Lands Lease No. 462590141

**** OFFICIAL RECORDS ****
BK 2218 PG 1070

WITNESSES:

Maria Shalinski
Original Signature
MARITHA L WILSON
Typed/Printed Name of Witness
Lea White
Original Signature
Lea White
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this 16th day of July, 1999, by Bobby A. Cooley, Director of District Management, Northwest District, Department of Environmental Protection, who is personally known to me.
W. Richard Fancher for
APPROVED AS TO FORM AND LEGALITY:

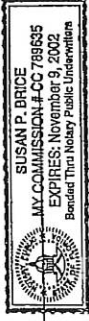
W. Richard Fancher
DEP Attorney

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA

BY Bobby A. Cooley
Bobby A. Cooley, Director of District Management,
Northwest District, Department of Environmental Protection,
as agent for the Board of Trustees of the Internal Improvement
Trust Fund of the State of Florida

"LESSOR"

Susan L Bruce
Notary Public, State of Florida



Printed, Typed or Stamped Name
My Commission Expires:
Commission/Serial No. _____

DESTIN HARBOR PLACE, L.C., a Florida limited
liability company (SEAL)

WITNESSES:
Frank L. Flautt
Original Signature
GRIEZEL MEGEATH BETTENKOWITZ
Typed/Printed Name of Witness
Susan J Moran
Original Signature
Lea F. Moran
Typed/Printed Name of Witness

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 9th day of JULY, 1999, by Frank L. Flautt, as Managing Member of Destin Harbor Place, L.C., a Florida limited liability company, for and on behalf of the company. He is personally known to me or who has produced DALLAS STEEL, as identification.

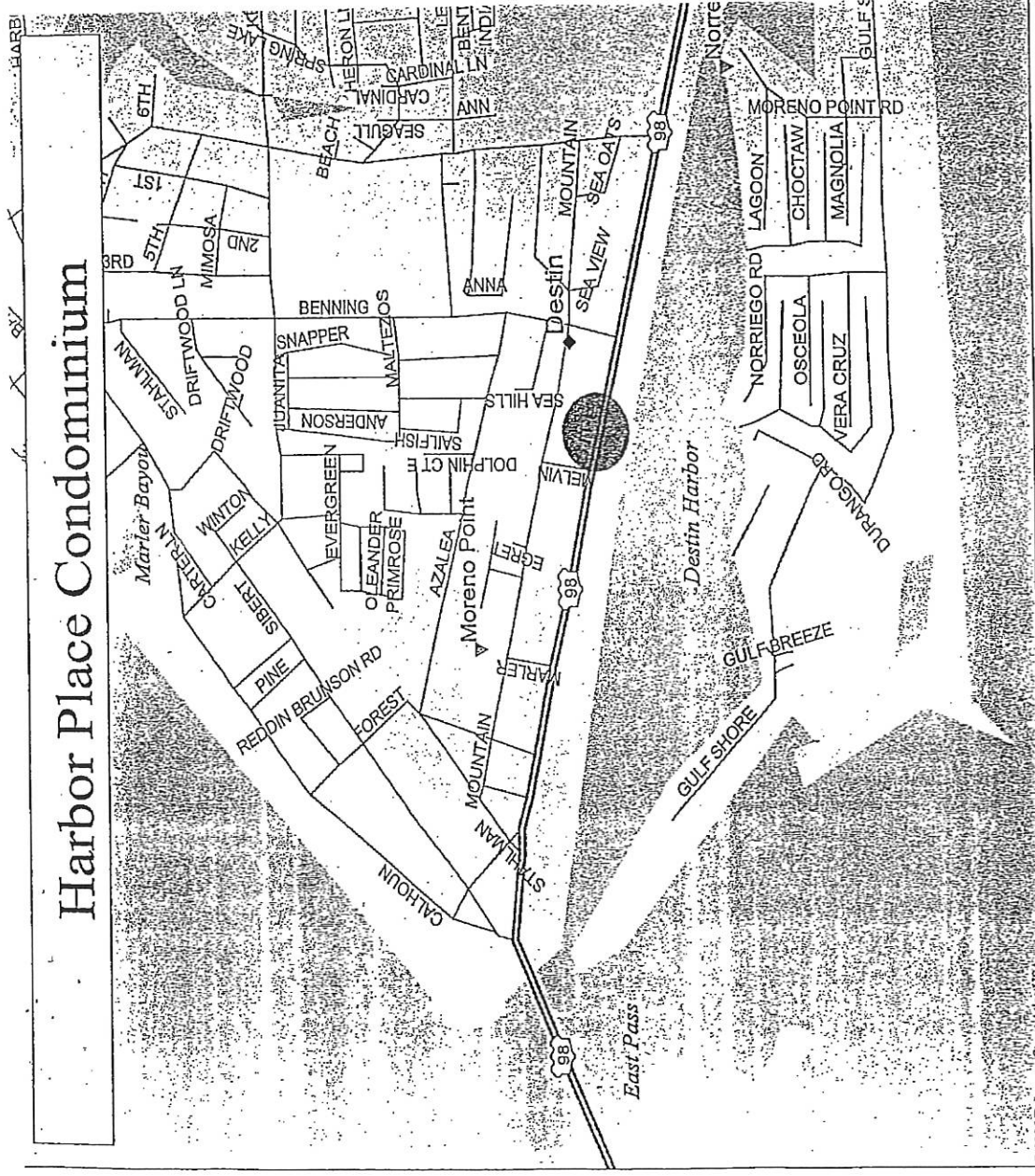


Justin J Shufford
Notary Public, State of North Carolina
JUSTIN J SHUFFORD
Printed, Typed or Stamped Name

Page 6 of 11 Pages
Sovereignty Submerged Land Lease No. 462590141

Destin Harbor Place, a Condominium — Declaration

Harbor Place Condominium



© 1996 DeLorme, Street Atlas USA

Mag 14.00
 Mon Nov 09 12:42 1998
 Scale 1:15,625 (at center)
 1000 Feet
 500 Meters

- Local Road
- US Highway
- ◆ Small Town
- ▼ Geographic Feature
- Population Center
- Land
- Water
- Woodland

— River/Canal

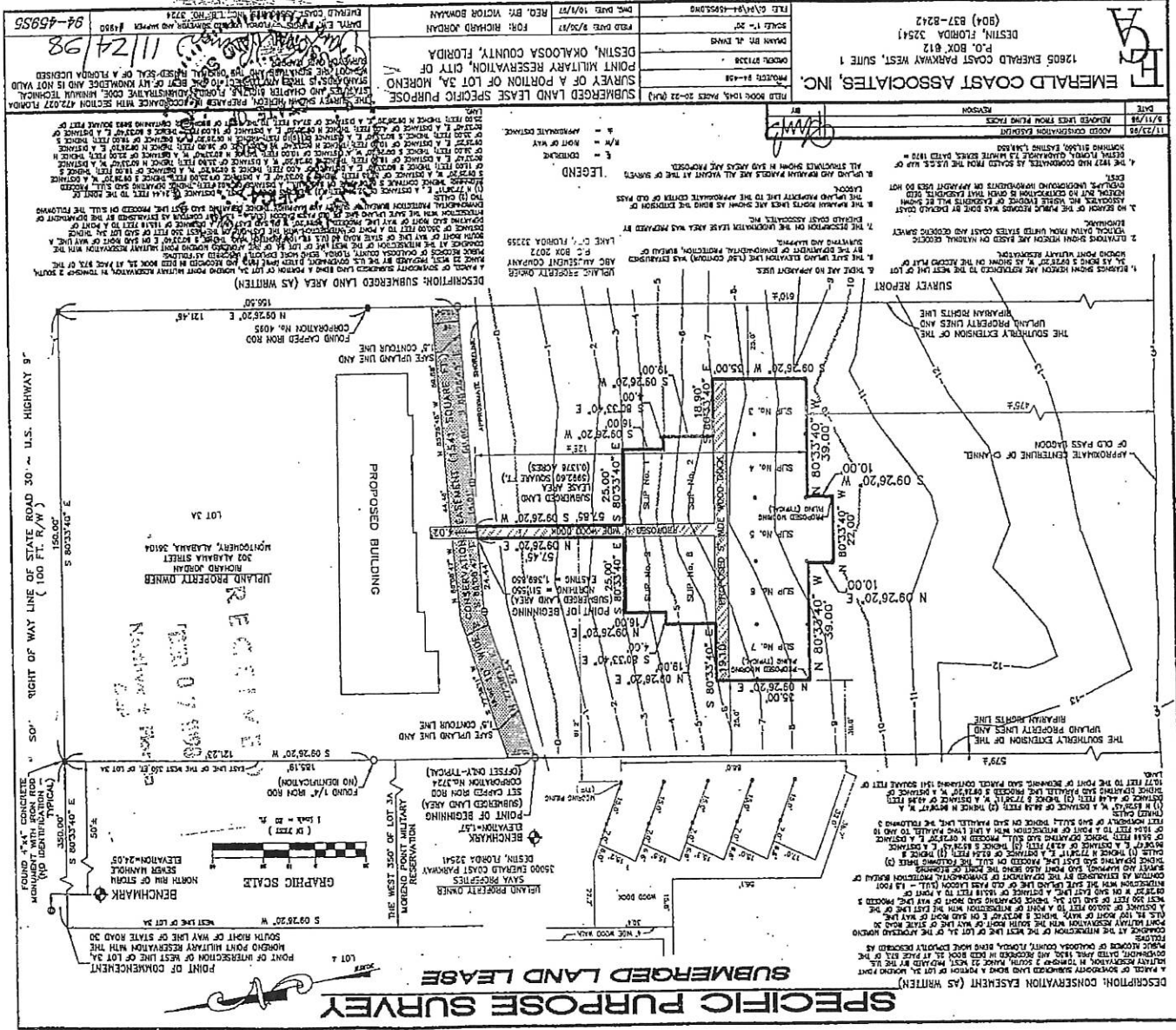
**** OFFICIAL RECORDS ****
BK 2223 PG 4793

**** OFFICIAL RECORDS ****
BK 2218 PG 1071

ATTACHMENT A
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Destin Harbor Place, a Condominium — Declaration

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**** OFFICIAL RECORDS ****
BK 2223 PG 4794

ATTACHMENT A
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Destin Harbor Place, a Condominium — Declaration

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FOUND 1/4" IRON ROD (NO IDENTIFICATION) 185.19' S 09°26'20" W

(IN FEET) 1 inch = 20 ft

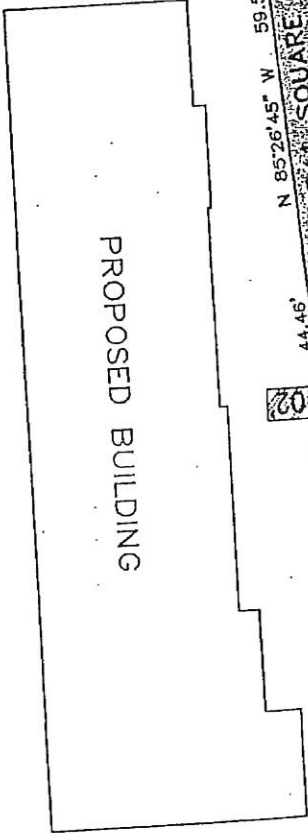
**** OFFICIAL RECORDS ****
BK 2223 PG 4795

**** OFFICIAL RECORDS ****
BK 2218 PG 1073

F LOT 3A
MILITARY
ON

ELEVATION=1.57
POINT OF BEGINNING
(SUBMERGED LAND AREA)
SET CAPPED IRON ROD
CORPORATION NO.3724
(OFFSET ONLY-TYPICAL)

SAFE UPLAND LINE AND
1.5' CONTOUR LINE
SAFE UPLAND LINE AND
1.5' CONTOUR LINE

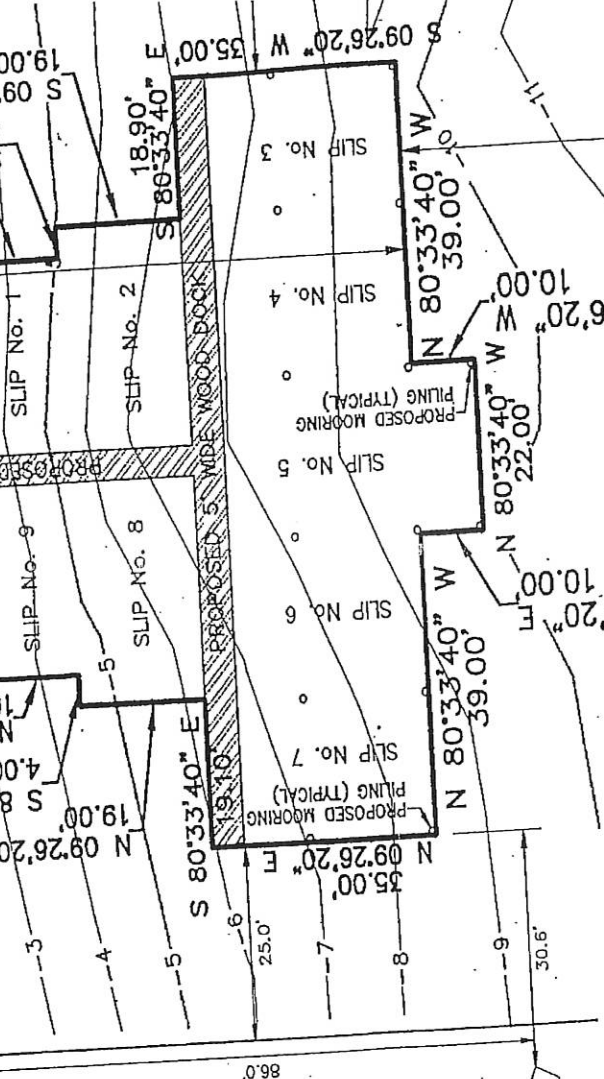
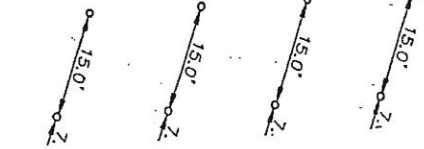


CONSERVATION EASEMENT (1541 SQUARE FT.)
SUBMERGED LAND LEASE AREA (5992.60 SQUARE FT.) (0.1376 ACRES)
APPROXIMATE SHORELINE

POINT OF BEGINNING
(SUBMERGED LAND AREA)
NORTHING = 511,550
EASTING = 1,369,850
57.45' N 09°26'20" E
25.00' S 80°33'40" E
16.00' S 09°26'20" E
4.00' N 09°26'20" E

LEASE AREA (5992.60 SQUARE FT.) (0.1376 ACRES)
SUBMERGED LAND LEASE AREA (5992.60 SQUARE FT.) (0.1376 ACRES)
128'±

MOORING PILING (TYP.)



ATTACHMENT A
PAGE 9 OF 11 PAGES
SHEET NO. 462590141

Destin Harbor Place, a Condominium Declaration

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**** OFFICIAL RECORDS ****
BK 2223 PG 4796



FABRE ENGINEERING INC.
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

111 W. CENTER STREET ♦ PANAMA CITY, FL 32413 ♦ TEL: (904) 935-4433 ♦ FAX: (904) 935-7942

**** OFFICIAL RECORDS ****
BK 2218 PG 1074

DESCRIPTION: (AS WRITTEN)

A PARCEL OF SOVEREIGNTY SUBMERGED LAND BEING A PORTION OF LOT 3A, MORENO POINT MILITARY RESERVATION, IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, PREPARED BY THE U.S. GOVERNMENT, DATED APRIL 1930, AND RECORDED IN DEED BOOK 25, AT PAGE 573, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 3A, OF THE AFORESAID MORENO POINT MILITARY RESERVATION WITH THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 50 (U.S. 98, 100' RIGHT OF WAY); THENCE S 80°33'40" E ON SAID RIGHT OF WAY LINE, A DISTANCE OF 350.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 350 FEET OF SAID LOT 3A; THENCE DEPARTING SAID RIGHT OF WAY LINE, PROCEED S 09°26'20" W ON SAID EAST LINE, A DISTANCE OF 185.19 FEET TO A POINT OF INTERSECTION WITH THE SAFE UPLAND LINE OF OLD PASS LAGOON (S.U.L.L. - 1.5 FOOT CONTOUR AS ESTABLISHED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF SURVEY AND MAPPING); THENCE DEPARTING SAID EAST LINE, PROCEED ON S.U.L.L. THE FOLLOWING TWO (2) CALLS:

- (1) N 77°38'11" E, A DISTANCE OF 52.54 FEET; (2) THENCE S 86°08'47" EAST, A DISTANCE OF 24.44 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S 86°08'47" E ON SAID S.U.L.L. A DISTANCE OF 4.02 FEET; THENCE DEPARTING SAID S.U.L.L., PROCEED S 09°26'20" W, A DISTANCE OF 57.85 FEET; THENCE S 80°33'40" E, A DISTANCE OF 25.00 FEET; THENCE S 09°26'20" W, A DISTANCE OF 16.00 FEET; THENCE S 80°33'40" E, A DISTANCE OF 4.00 FEET; THENCE S 09°26'20" W, A DISTANCE OF 35.00 FEET; THENCE N 80°33'40" W, A DISTANCE OF 39.00 FEET; THENCE S 09°26'20" W, A DISTANCE OF 10.00 FEET; THENCE N 80°33'40" W, A DISTANCE OF 22.00 FEET; THENCE N 09°26'20" E, A DISTANCE OF 10.00 FEET; THENCE N 80°33'40" W, A DISTANCE OF 39.00 FEET; THENCE N 09°26'20" E, A DISTANCE OF 35.00 FEET; THENCE S 80°33'40" E, A DISTANCE OF 19.10 FEET; THENCE N 09°26'20" E, A DISTANCE OF 19.00 FEET; THENCE S 80°33'40" E, A DISTANCE OF 4.00 FEET; THENCE N 09°26'20" E, A DISTANCE OF 16.00 FEET; THENCE S 80°33'40" E, A DISTANCE OF 25.00 FEET; THENCE N 09°26'20" E, A DISTANCE OF 57.45 FEET, TO THE POINT OF BEGINNING. CONTAINING 5993 SQUARE FEET OF LAND.

(NOT A SURVEY)
I CERTIFY THAT THE INFORMATION SHOWN
HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF.

Wm. J. R. ...
5.13.08
FLORIDA REG. NO. 47084

RECEIVED

MAV 18 2008
NORTHWEST FLORIDA
DEP

PURPOSE: PROPOSED PRIVATE MARINA
DATE: 06/11/2008
DRAWING NO: 080105 BR 6-174; EL: 22.75
PROPERTY OWNER:
RICHARD JORDAN, 808 ALABAMA ST., MONTGOMERY, AL 36104
ADJACENT PROPERTY OWNERS:
ABC AMUSEMENT CO., P.O. BOX 3072, LAKE CITY, FL 32024
BAYA PROPERTIES, 8800 EMERALD COAST PKWY., DESTIN, FL 32541

IN: OLD PASS LAGOON
AT: DESTIN
COUNTY OF OKALOOSA, STATE OF FLORIDA
APPLICATION BY: MR. RICHARD JORDAN
SHEET 1 OF 7 DATE: 12/8/07
T-115281.DWG

DEP Form 174203 1 Effective November 30, 1992

ATTACHMENT A
PAGE: 10 OF 11 PAGES
SHEET NO. 462590141

This Instrument Prepared By:
MELISSA E. JOHNSON
Clark, Parvington, Hart, Larry,
Bond, Stackhouse & Stone
151 Regions Way, Suite 6-A
Destin, Florida 32541
(850) 650-3304

FILE # 1759323 RCD: Mar 17 2000 @ 03:52PM
Newman C. Brackin, Clerk, Okaloosa Cnty FI

FIRST AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF
DESTIN HARBOR PLACE, A CONDOMINIUM

WHEREAS, on September 9, 1999, DESTIN HARBOR PLACE, L.C., a Florida Limited Liability Company (the "Developer"), executed a Declaration of Condominium (herein called the "Declaration") submitting the property known as Destin Harbor Place, a Condominium, to condominium use, which Declaration was recorded on September 13, 1999 in Official Records Book 2223, at Page 4716, of the Public Records of Okaloosa County, Florida; and

WHEREAS, the Destin Harbor Place Owners Association, Inc. (the "Association"), acting through its duly authorized President, and various owners of units in Destin Harbor Place, a Condominium (the "Condominium"), desire to amend Article 11, Section 11.1 of said Declaration to prohibit the short term rental of units in the Condominium and impose additional restrictions on the rental of units in general.

NOW, THEREFORE, the Association and its Members, by and through their duly elected President, and pursuant to the authority and in the manner provided by Article 19 of the Declaration, including proper notice of the proposed amendments and approval by the Members and Directors, hereby make the following amendments:

1. Article 11, Paragraph 11.1 of the Declaration is hereby amended to read as follows:
11 USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions:

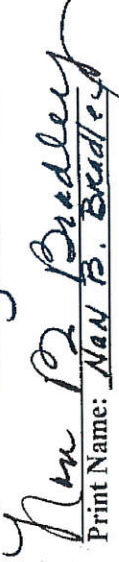
11.1 Residential and Rental Use of Units.

Each unit is hereby restricted to residential or residential-rental use with the exception of short term rentals which are hereby prohibited. A "short term rental" is defined as any rental for a period of less than thirty (30) days. Long term rentals (defined as any rental for a period of thirty (30) days or more) shall be permitted; provided, however, that any such long term rental must first be submitted to and approved in writing by a majority vote of the Board of Directors of the Association."

IN WITNESS WHEREOF, the duly authorized President and Secretary, acting for and on behalf of the Association, having obtained the affirmative vote of ten of the twelve Members of said Association at a duly called and noticed meeting of the Membership held on the 4th day of March, 2000, and in accordance with the requirements and provisions of Article 19 of the Declaration, have executed this First Amendment to the Declaration effective the 15th day of March, 2000.

Signed, sealed and delivered
in the presence of:


Print Name: Margaret O'Brien Warner


Print Name: Nan B. Bradley

DESTIN HARBOR PLACE OWNERS
ASSOCIATION, INC., a Florida non-profit
corporation

By: 
RICHARD M. JORDAN, President

[CORPORATE SEAL]

ATTESTED BY:

STEPHEN J. ABBOTT, Secretary

Okaloosa County Property Appraiser

Parcel Summary

Parcel ID 00-25-22-0615-0000-0000
Location Address 508 HARBOR BLVD
DESTIN 0
Neighborhood 414517.02
Brief Tax DESTIN HARBOR PLACE PARENT #
Description (Note: The Description above is not to be used on legal documents.)
Property Use Code HEADER RECORD
Sec-Twp-Rng 00-25-22
Tax District 10-City of Destin
Millage Rate 11.8466
Acreage
Homestead False
(Note: True=Yes, False=No)
Acreage (GIS) 0.6

[View Map](#)

Owner Information

DESTIN HARBOR PLACE
HEADER RECORD
DESTIN FL 32541

Address Change Form

[Address Change Form](#)

Valuation

| | 2024 Certified Values | 2023 Certified Values | 2022 Certified Values | 2021 Certified Values | 2020 Certified Values |
|------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Building Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Extra Features Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Land Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Land Agricultural Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Agricultural (Market) Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Just (Market) Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Assessed Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Exempt Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Taxable Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Maximum Save Our Homes Portability | \$0 | \$0 | \$0 | \$0 | \$0 |

Permits

| Permit Number | Type | Description | Issued | Amount |
|---------------|---------|-------------|------------|----------|
| 9902158 | 0000180 | MISC | 8/5/1999 | \$75,000 |
| 9902229 | 0000190 | XFOB | 8/13/1999 | \$1,000 |
| 9902425 | 0000140 | MAINTEN | 9/9/1999 | \$28,000 |
| 9902534 | 0000180 | MISC | 9/23/1999 | \$5,345 |
| 0000824 | 0000190 | XFOB | 3/23/2000 | \$1,300 |
| 0001656 | 0000190 | XFOB | 6/15/2000 | \$15,000 |
| 0002749 | 0000190 | XFOB | 10/17/2000 | \$900 |

2024 Property Record Card

[Click Here to view the 2024 Property Record Card \(PDF\)](#)

Tax Collector

[Click here to view the Tax Collector website.](#)

Generate Owner List by Radius

Distance:

Use Address From:

 Owner Property

Select export file format:

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xlsx, csv or tab download formats.

- Show All Owners
 Show Parcel ID on Label

Skip Labels

No data available for the following modules: 2024 TRIM Notice, Land Information, Building Information, Extra Features, Building Area Types, Sales, Sketches.

The Okaloosa County Property Appraiser's Office (OCPA) makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Current year assessments are as of January 1st and are based on previous year sales activity. All website information is subject to change
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: 4/16/2025, 8:42:33 AM

[Contact Us](#)

Developed by
 **SCHNEIDER**
GEO SPATIAL

| BUILDING CHARACTERISTICS | | MARKET ADJUSTMENTS | | VALUATION BY | | | | | | | | | | |
|--------------------------|----|--------------------|--------------|----------------------|-----------|---------------------------|----------------|----------------|-----|-----|------|------|------|--------|
| ELEMENT | CD | CONSTRUCTION | TYPE | MDL | EFF. AREA | TOT ADJPTS | EFF. BASE RATE | REPL. COST/NEW | AYB | EYB | ECON | FNCT | NORM | % COND |
| H. HEADER RECORD | | MKT AREA | | Tax Dist: | | Tax Group: .10 | | | | | | | | |
| DOR CODE | | 414517.02 | | 1.00/ | | BUILDING MARKET VALUE | | | | | | | | |
| MAP NUM | | 04 | | | | TOTAL MARKET OB/XF VALUE | | | | | | | | |
| NEIGHBORHOOD/LOC | | 414517.02 | | 1.00/ | | TOTAL LAND VALUE - MARKET | | | | | | | | |
| AREA TYPE | | PCT OF BASE | TOT ADJ AREA | SUBAREA MARKET VALUE | | TOTAL MARKET VALUE | | | | | | | | |
| | | | | | | SO/HI/AGL Deduction | | | | | | | | |
| | | | | | | ASSESSED VALUE | | | | | | | | |
| | | | | | | TOTAL EXEMPTION VALUE | | | | | | | | |
| | | | | | | BASE TAXABLE VALUE | | | | | | | | |
| | | | | | | TOTAL JUST VALUE | | | | | | | | |
| | | | | | | NCON VALUE | | | | | | | | |
| | | | | | | INCOME VALUE | | | | | | | | |
| | | | | | | PREVIOUS YEAR MKT VALUE | | | | | | | | |

| PERMIT NUM | DESCRIPTION | AMT | ISSUED |
|------------|-------------|--------|------------|
| 0002749 | XFOB | 900 | 10/17/2000 |
| 0001656 | XFOB | 15,000 | 06/15/2000 |
| 0000824 | XFOB | 1,300 | 03/23/2000 |
| 9902534 | MISC | 5,345 | 09/23/1999 |
| 9902425 | MAINTEN | 28,000 | 09/09/1999 |
| 9902229 | XFOB | 1,000 | 08/13/1999 |

SALES DATA

| OFF RECORD Number | DATE | TYPE | Q | V | RSN | SALE PRICE |
|-------------------|------|------|---|---|-----|------------|
| | | INST | U | I | CD | |
| | | | | | | |

BUILDING NOTES

| BLD DATE | LAND DATE | LGL DATE | INC DATE | AG DATE | OB/XF MKT VALUE | NOTES |
|----------|-----------|----------|----------|---------|-----------------|-------|
| | | | | | | |

BUILDING DIMENSIONS

| L N CODE | LAND USE DESCRIPTION | CLS | R D | LOC ZONE | FRONT | DEPTH | TOT LND UTS | UNIT TYPE | UNIT PRICE | ADJ UNIT PRICE | LAND VALUE | OTHER ADJUSTMENTS AND NOTES | | | YEAR | DENSITY | DECL | FRZ | YR | CONSRV |
|----------|----------------------|-----|-----|----------|-------|-------|-------------|-----------|------------|----------------|------------|-----------------------------|--------|---------|------|---------|------|-----|----|--------|
| | | | | | | | | | | | | TOT ADJ | % COND | TOT ADJ | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |

This Instrument Prepared By:
Makenna Patton
Action No. 49002
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 462590141

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Destin Harbor Place Owners Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Lot 3A Moreno Point Military Reservation, Township 02 South, Range 22 West, in Destin Harbor (a/k/a Old Pass Lagoon), Okaloosa County, Florida, containing 11,398 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 21, 2017.

TO HAVE THE USE OF the hereinabove described premises from May 10, 2024, the effective date of this lease renewal, through May 10, 2034, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 9-slip private residential multi-family docking facility with boat lifts to be used exclusively for mooring of recreational vessels in conjunction with an upland residential condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 46-0136013-005-EI, dated July 25, 2017, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$0.00, which includes the discounts authorized pursuant to Section 253.0347(2)(f), Florida Statutes, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the use of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 2223, Page 4716, Public Records of Okaloosa County, Florida, as amended from time to time, without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 2223, Page 4716, Public Records of Okaloosa County, Florida, as amended from time to time, together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Destin Harbor Place Owners Association, Inc.
C/O RDF Associates, INC.
PO Box 2613
Ft. Walton Beach, Florida 32549

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 2223, Page 4716, Public Records of Okaloosa County, Florida, as amended from time to time, which shall run with the title to said common elements and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 2223, Page 4716, Public Records of Okaloosa County, Florida, as amended from time to time. This lien on the common elements shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

29. SPECIAL LEASE CONDITION(S):

A. The Lessee shall prohibit any mooring, on either a temporary or permanent basis, along the eastern and western sides of the main access dock for a distance of approximately 21 feet from the mean high water line of Destin Harbor (a/k/a Old Pass Lagoon). To ensure compliance, the Lessee shall place and maintain: (1) a 3-foot high railing along the east and west face of the structures; and (2) signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

B. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

C. Vessels that either do not possess a current vessel registration and title as required by Chapters 327 and 328, Florida Statutes, or do not have a current vessel registration and title as required in another state or country are prohibited within the leased premises.

D. All vessels that moor, dock, or otherwise use the leased premises shall be maintained in a fully operational condition.

E. The Deed of Conservation Easement recorded in Official Records Book 2216, Page 1260, Public Records of Okaloosa County, Florida, is hereby amended to read as follows: "Grantor is authorized to construct, operate, repair and maintain the docking facility described in Lease No. 462590141 and depicted in Attachment A to said lease rather than the docking facility depicted in the exhibit(s) attached to the Deed of Conservation Easement."

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: Celeda A. Wallace

Printed Name: Celeda A. Wallace

Address: 3800 Commonwealth Blvd
Tallahassee, FL 32399

Signature Makenna Patton

Printed Name: Makenna Patton

Address: 3800 Commonwealth Blvd
Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA

(SEAL)

BY: Michelle Stevens
for Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for
and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

2024 The foregoing instrument was acknowledged before me by means of physical presence this 21st day of August
by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

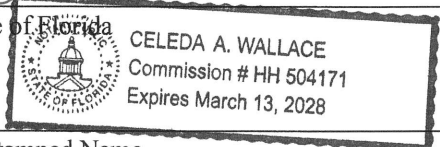
Katie Slattery

Digitally signed by Katie Slattery
Date: 2024.06.26 15:08:31 -04'00'

DEP Attorney

Date

Celeda A. Wallace
Notary Public, State of Florida



Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Signature: Jessica Moore

Printed Name: Jessica Moore

Address: 344 Woodham Ct. Fort Walton
32547, FL.

Signature: Kristen Smith

Printed Name: Kristen Smith

Address: 906 Nutmeg Ave
Niceville, FL 32578

Destin Harbor Place Owners Association, Inc.
a Florida nonprofit corporation (SEAL)

BY: Randy Taylor
Original Signature of Executing Authority

Randy Taylor
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

“LESSEE”

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 12th day of August, 2024, by Randy Taylor as President of Destin Harbor Place Owners Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He/she is personally known to me or who has produced , as identification.

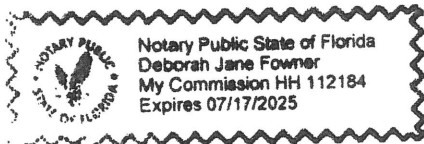
My Commission Expires: 7/17/2025

Deborah Jane Fowner
Signature of Notary Public

Notary Public, State of Florida

Commission/Serial No. HH 112184

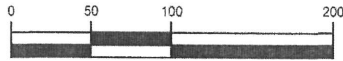
DEBORAH JANE FOWNER
Printed, Typed or Stamped Name





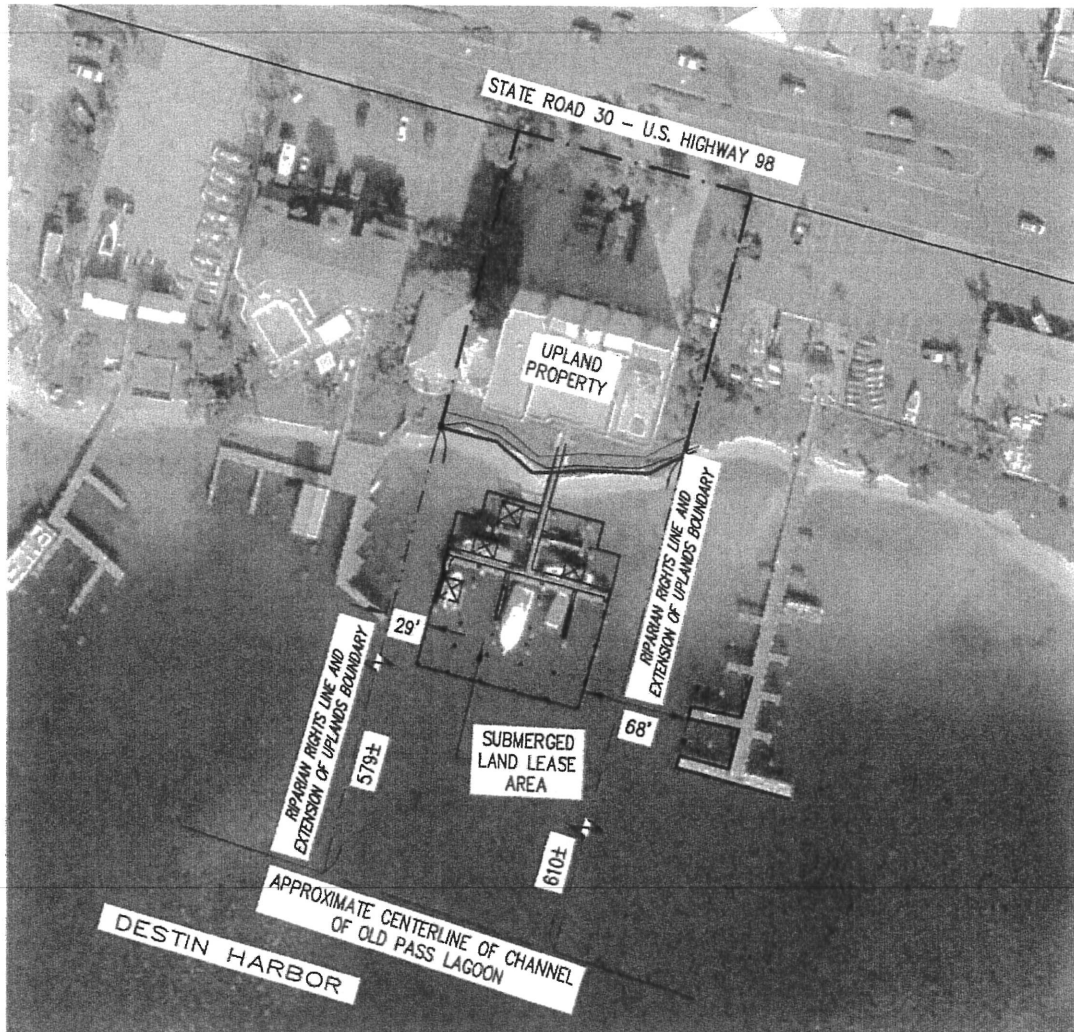
SPECIFIC PURPOSE SURVEY

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.



www.eca-fl.com
 327 COUNTY HIGHWAY 393 SOUTH
 SANTA ROSA BEACH, FLORIDA 32459
 PH: (850) 287-0473, FAX: (850) 287-0979
Emerald Coast Associates Inc.
 Land Planning • Engineering • Surveying
 Since 1979

UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 23 WEST
VICINITY MAP
SHEET 1 OF 5

| | |
|--------------------|---------------------------------|
| SCALE: 1" = 100' | FILE: 14-109SLL3.dwg |
| DRAWN BY: JAG | FIELD DATE: 3-3-17 |
| DWG. DATE: 3-20-17 | FIELD BOOK(S): |
| PROJECT: 14-109 | 1998, PAGES 40-43 AND 65-66(RL) |
| ORDER: 17-0215 | 2125, PAGES 6-7 (RL) |

THE SURVEY SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027 FLORIDA STATUTES AND CHAPTER 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, MINIMUM TECHNICAL STANDARDS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL, RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Daryl E.W. Burgis 3/21/2017

REQUESTED BY: MICHAEL DOMBROWSKI
 COMPANY: MRD ASSOCIATES, INC.

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR AND MAPPER #4980
 EMERALD COAST ASSOCIATES, INC., L.B. #3724

14-109SSL3

J:\2014\14-109\17-0215-SUR-Resurvey_Destin Harbor Place\Drawing\14-109SLL3.dwg, SHEET 1, Jennifer, Mar 20, 2017 - 11:38:09am

SPECIFIC PURPOSE SURVEY

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH LAMBERT ZONE (No. 0903) NORTH AMERICAN DATUM, 1983/90 ADJUSTMENT, PURSUANT TO F.D.E.P. (D.N.R.) CCCL MONUMENTATION SHOWN HEREON.
2. THIS PARCEL IS LOCATED IN FLOOD ZONE VE 9, 9' MINIMUM FLOOR ELEVATION REQUIRED AND FLOOD ZONE VE 11, 11' MINIMUM FLOOR ELEVATION REQUIRED, AS DETERMINED BY SCALE FROM F.E.M.A. MAP NUMBER 12091CO488 H, PANEL 488 OF 494, DATED DECEMBER 6, 2002, OKALOOSA COUNTY, FLORIDA.
3. NO ENVIRONMENTAL JURISDICTION LINES HAVE BEEN DETERMINED BY EMERALD COAST ASSOCIATES, INC.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE OR TITLE INSURANCE POLICY. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY EMERALD COAST ASSOCIATES INC. NO CERTIFICATION IS GIVEN THAT EASEMENTS, UNDERGROUND ENCROACHMENTS OR OTHER MATTERS OF RECORD DO NOT EXIST.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
6. APPARENT USES ARE AS SHOWN.
7. NO STRUCTURAL FOUNDATIONS BELOW THE SURFACE OF THE GROUND WERE LOCATED.
8. GRAPHIC SYMBOLISM OF CORNER MONUMENTATION, UTILITIES, SIGNS, ETCETERA, ARE EXAGGERATED FOR CLARITY AND ARE NOT TO SCALE. THE CENTER POINT OF WHICH IS ACCURATELY PLOTTED TO SCALE AND/OR DIMENSIONED THERETO.
9. NO UNDERGROUND UTILITIES OR UTILITY LINES WERE LOCATED.
10. THE MEAN HIGH WATER LINE ELEVATION OF 0.73' NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WAS OBTAINED FROM THE F.D.E.P. LAND BOUNDARY INFORMATION SYSTEM INTERNET WEB SITE (WWW.LABINS.ORG). (DATE: 4-14-14)
11. STATE PLANE COORDINATES FOR P.O.B. SHOWN HEREON COMPUTED BY DIRECT MEASUREMENT TO FDEP PUBLISHED MONUMENTATION.
12. THIS IS A FIELD SURVEY.
13. THIS SURVEY CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

LEGEND:

- No. = NUMBER
- # = NUMBER
- L.B. = LICENSED BUSINESS
- L.S. = LICENSED SURVEYOR
- O.R. = OFFICIAL RECORDS
- ± = MORE OR LESS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- (TYP.) = TYPICAL
- INC. = INCORPORATED
- DWG = DRAWING
- NTS = NOT TO SCALE
- APPROX. = APPROXIMATE
- NAVD88 = NORTH AMERICAN VERTICAL DATUM OF 1988
- PWP = PERSONAL WATERCRAFT PLATFORM
- ⊗ = FOUND 1/2" CAPPED IRON ROD
L.B. # 3724
- ⊙ = SET 1/2" CAPPED IRON ROD
L.B. #3724 (WITNESS)
- ⊠ = FOUND 4" BY 4" CONCRETE
MONUMENT NO I.D.



SHEET 2 OF 5

**SEE SHEET 1 OF 5
FOR CERTIFICATIONS;
SHEETS 4 AND 5 FOR DETAILS**

| | |
|--------------------|---------------------------------|
| SCALE: N/A | FILE: 14-109SLL3.dwg |
| DRAWN BY: JAG | FIELD DATE: 3-3-17 |
| DWG. DATE: 3-20-17 | FIELD BOOK(S): |
| PROJECT: 14-109 | 1998, PAGES 40-43 AND 65-66(RL) |
| ORDER: 17-0215 | 2125, PAGES 6-7 (RL) |

REQUESTED BY: MICHAEL DOMBROWSKI
COMPANY: MRD ASSOCIATES, INC.

EMERALD COAST ASSOCIATES, INC., L.B. #3724

14-109SLL3

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SPECIFIC PURPOSE SURVEY

DESCRIPTION:

(AS SURVEYED AND WRITTEN)

A PORTION OF SOVEREIGNTY SUBMERGED LAND BEING ADJACENT TO LOT 3A, MORENO POINT MILITARY RESERVATION, IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF LOT 3A, MORENO POINT MILITARY RESERVATION AND THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 30 (U.S. HIGHWAY 98); THENCE PROCEED ON SAID RIGHT OF WAY LINE SOUTH 75 DEGREES 08 MINUTES 53 SECONDS EAST, A DISTANCE OF 350.00 FEET TO A FOUND 4"X4" CONCRETE MONUMENT (NO I.D.) MARKING THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 350 FEET OF SAID LOT 3A; THENCE DEPARTING SAID RIGHT OF WAY LINE PROCEED ON SAID EAST LINE SOUTH 14 DEGREES 51 MINUTES 07 SECONDS WEST, A DISTANCE OF 185.19 FEET TO A FOUND 1/2" CAPPED IRON ROD STAMPED "ECA INC. CORP. 3724"; THENCE CONTINUE SOUTH 14 DEGREES 51 MINUTES 07 SECONDS WEST, A DISTANCE OF 2.27 FEET TO A SET 1/2" CAPPED IRON ROD STAMPED "WT. MON. L.B. 3724" MARKING A POINT ON THE MEAN HIGH WATER LINE OF DESTIN HARBOR/OLD PASS LAGOON AND THE 0.73' CONTOUR, NAVD88; THENCE ON SAID MEAN HIGH WATER LINE AND 0.73' CONTOUR PROCEED THE FOLLOWING THREE (3) CALLS: (1) SOUTH 76 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 35.85 FEET; (2) THENCE SOUTH 49 DEGREES 54 MINUTES 56 SECONDS EAST, A DISTANCE OF 29.41 FEET; (3) THENCE NORTH 88 DEGREES 05 MINUTES 36 SECONDS EAST, A DISTANCE OF 11.16 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID MEAN HIGH WATER LINE AND 0.73' CONTOUR, PROCEED SOUTH 14 DEGREES 53 MINUTES 39 SECONDS WEST, A DISTANCE OF 21.32 FEET; THENCE NORTH 75 DEGREES 06 MINUTES 26 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 14 DEGREES 53 MINUTES 34 SECONDS WEST, A DISTANCE OF 17.02 FEET; THENCE NORTH 75 DEGREES 08 MINUTES 37 SECONDS WEST, A DISTANCE OF 14.77 FEET; THENCE SOUTH 14 DEGREES 54 MINUTES 12 SECONDS WEST, A DISTANCE OF 96.97 FEET; THENCE SOUTH 75 DEGREES 06 MINUTES 26 SECONDS EAST, A DISTANCE OF 103.33 FEET; THENCE NORTH 15 DEGREES 09 MINUTES 41 SECONDS EAST, A DISTANCE OF 97.54 FEET; THENCE NORTH 75 DEGREES 08 MINUTES 37 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 14 DEGREES 53 MINUTES 34 SECONDS EAST, A DISTANCE OF 16.48 FEET; THENCE NORTH 75 DEGREES 06 MINUTES 26 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 14 DEGREES 53 MINUTES 28 SECONDS EAST, A DISTANCE OF 22.53 FEET TO A POINT ON THE AFOREMENTIONED MEAN HIGH WATER LINE; THENCE ON SAID MEAN HIGH WATER LINE, PROCEED SOUTH 88 DEGREES 05 MINUTES 36 SECONDS WEST, A DISTANCE OF 4.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 0.26 ACRES. [11397.7 SQUARE FEET]

BSM APPROVED

By: SK

Date: 1.07.2016



www.eca-fl.com
327 COUNTY HIGHWAY 393 SOUTH
SANTA ROSA BEACH, FLORIDA 32459
PH: (850) 267-0473, FAX: (850) 267-0979
Emerald Coast Associates Inc.
Land Planning • Engineering • Surveying
Since 1979

SHEET 3 OF 5

| | |
|---------------------|---------------------------------|
| SCALE: N/A | FILE: 14-109SLL2.dwg |
| DRAWN BY: JAG | FIELD DATE: 4-29-14 |
| DWG. DATE: 10-26-15 | FIELD BOOK(S): |
| PROJECT: 14-109 | 1998, PAGES 40-43 AND 65-66(RL) |
| ORDER: 15-1075 | |

**SEE SHEET 1 OF 5
FOR CERTIFICATIONS;
SHEETS 4 AND 5 FOR DETAILS**

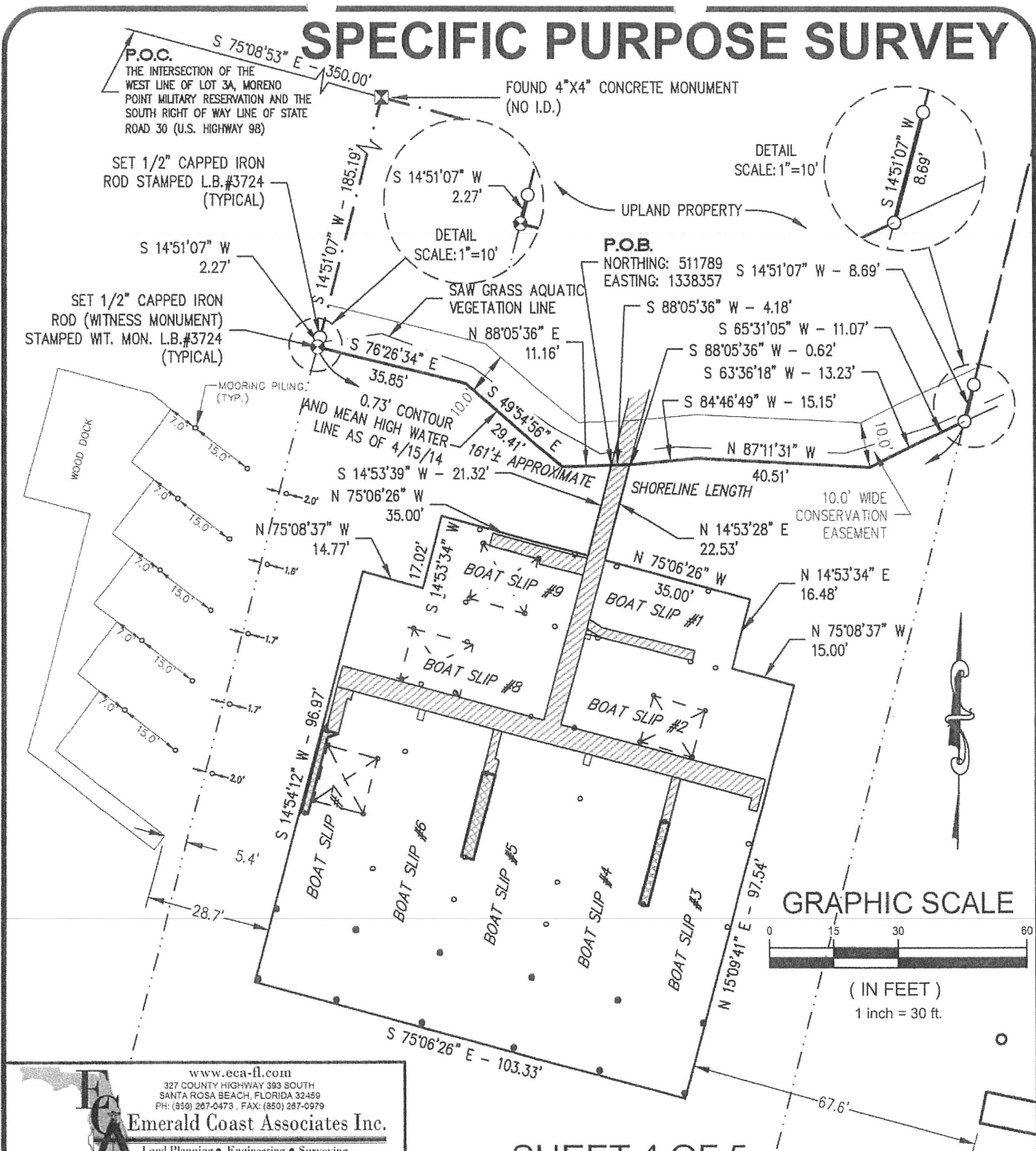
REQUESTED BY: MICHAEL DOMBROWSKI
COMPANY: MRD ASSOCIATES, INC.

EMERALD COAST ASSOCIATES, INC., L.B. #3724

14-109SLL2

C:\Users\Jennifer\appdata\local\temp\AcPublish_6928\14-109SLL2.dwg, SHEET 3, Jennifer, Oct 26, 2015 - 9:03:50am

SPECIFIC PURPOSE SURVEY




 www.eca-fl.com
 327 COUNTY HIGHWAY 393 SOUTH
 SANTA ROSA BEACH, FLORIDA 32459
 PH: (850) 287-0473 - FAX: (850) 287-0979
Emerald Coast Associates Inc.
 Land Planning • Engineering • Surveying
 Since 1979

SHEET 4 OF 5

SEE SHEET 2 OF 5 FOR SURVEY REPORT, LEGEND; SHEET 1 FOR CERTIFICATIONS

| | |
|----------------------------------|---------------------------------|
| SCALE: 1" = 30' | FILE: 14-109SLL3.dwg |
| DRAWN BY: JAG | FIELD DATE: 3-3-17 |
| DWG. DATE: 3-20-17 | FIELD BOOK(S): |
| PROJECT: 14-109 | 1998, PAGES 40-43 AND 65-66(RL) |
| ORDER: 17-0215 | 2125, PAGES 6-7 (RL) |
| REQUESTED BY: MICHAEL DOMBROWSKI | |
| COMPANY: MRD ASSOCIATES, INC. | |

EMERALD COAST ASSOCIATES, INC., L.B. #3724

14-109SLL3

J:\2014\14-109\17-0215-SUR-Resurvey_Destin Harbor Place\Drawing\14-109SLL3.dwg, SHEET 4, Jennifer, Mar 20, 2017 - 11:38:20am



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

September 19, 2024

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2016-00979 (NW-HMM)

Destin Harbor Place Owners Association, Inc.
c/o Randy Taylor, President
c/o Steven Abbott
508 Harbor Boulevard
Destin, FL 32541

Dear Mr. Taylor and Mr. Abbott:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit. Your application was assigned file number SAJ-2016-00979 (NW-HMM). A review of the information and drawings provided shows the proposed work is to construct a 210-linear foot seawall with a 22-linear foot return wall (and 13.1 cubic yards of backfill) to extend no more than 3-feet waterward of the mean high water line (due to the irregularly eroded shoreline) and install 11.6 cubic yards of riprap in a 315 square foot area immediately waterward of the seawall. The project is located at 506 and 508 Harbor Boulevard, on Destin Harbor, Latitude 30.392159° North, Longitude 86.498818° West, in Destin, in Section 25, Township 02 South, Range 23 West, in Okaloosa County, Florida.

The aspect of your project involving replacement of the boat ramp, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) Number 13, Shoreline Stabilization. **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. Alternatively, you can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book web page for links to view NWP information at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to select "Source Book" and then select "Nationwide Permits." These files contain the description of the NWP authorization, the NWP general conditions, and the regional conditions, which apply specifically to this NWP verification.

You must comply with all of the special and general conditions for the NWP, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

General Conditions (33 CFR PART 320-330):

1. The time limit for completing the work authorized ends on **March 14, 2026**.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner on the transfer form attached to this letter and forward a copy to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:
 - a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).
 - b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2016-00979 (NW - HMM), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (Attached).
3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
4. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
5. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within define distance desired or use 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.
6. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.
7. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
8. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

9. **Manatee Conditions:** The Permittee shall comply with the attached “Standard Manatee Conditions for In-Water Work – 2011”). The most recent version of the Manatee Conditions must be utilized.

10. **Eastern Indigo Snake Protection Measures and Inspection:** Permittee shall comply with U.S. Fish and Wildlife Service's “Standard Protection Measures for the Eastern Indigo Snake” dated March 23, 2021, as provided in Attachment X. of this permit. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

11. **Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: <http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

JAXBO may be subject to revision at any time. The most recent version of these JAXBO must be utilized during the design and construction of the permitted work.

12. **Cultural Resources/Historic Properties:**

- a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.
- b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the

appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this

Internet address is case sensitive and you will need to enter it exactly as it appears above.
Your input is appreciated – favorable or otherwise.

Should you have any questions related to this verification letter or have issues accessing the documents reference in this letter, please contact Holly Millsap at the letterhead address above, via telephone at 850-470-9823, or via e-mail at Holly.M.Millsap@usace.army.mil.

Sincerely,



Holly Millsap
Project Manager

Enclosures:

CC: Bethany Womack, Cypress Environmental of Bay County, LLC., Agent

PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY CO., LLC

Client / Applicant: **Destin Harbor Place Owners Association, Inc
and Steven Abbott**

Job: **697.31**

Waterbody / Class: **unnamed wetlands**

DEP:

Purpose: **Environmental Permitting**

COE:

Project Location / USGS: **508 & 506 US Hwy 98 / Destin**

Other: **PIDs: 00-2S-22-0615-0000-0000**

Latitude: **N30° 23' 31.8"**

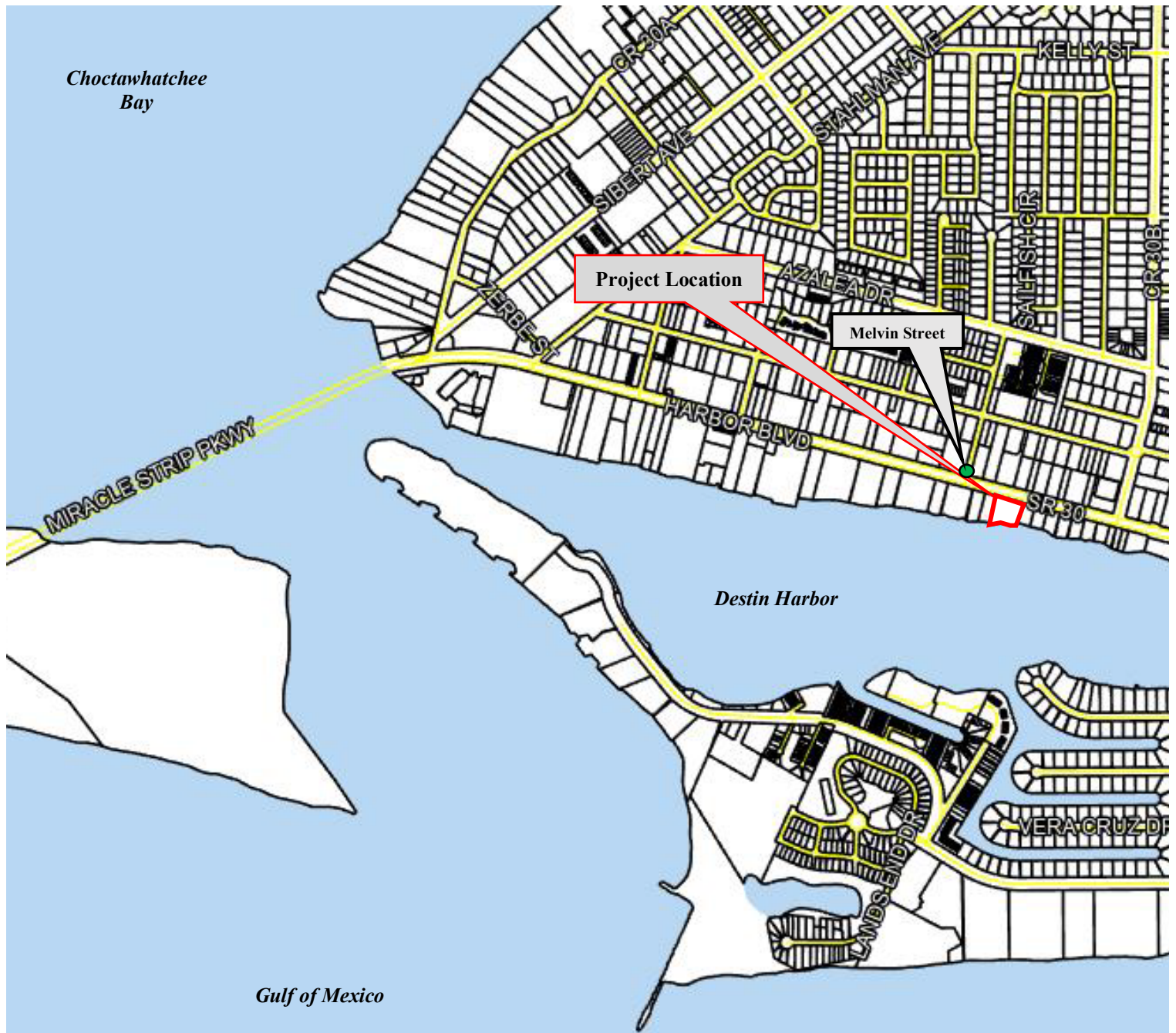
and 00-2S-22-0630-0000-03A5

Longitude: **W86° 29' 55.9"**

Date: **December 9, 2022**

Section: **00 Township: 2 South Range: 22 West**

VICINITY MAP



PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY CO., LLC

Client / Applicant: **Destin Harbor Place Owners Association, Inc
and Steven Abbott**

Job: **697.31**

Waterbody / Class: **unnamed wetlands**

DEP:

Purpose: **Environmental Permitting**

COE:

Project Location / USGS: **508 & 506 US Hwy 98 / Destin**

Other: **PIDs: 00-2S-22-0615-0000-0000**

Latitude: **N30° 23' 31.8"**

and 00-2S-22-0630-0000-03A5

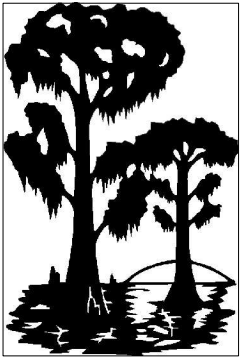
Longitude: **W86° 29' 55.9"**

Date: **December 9, 2022**

Section: **00 Township: 2 South Range: 22 West**

AERIAL MAP





PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott

JOB: 697.31

WATERBODY/CLASS: Destin Harbor / Class III

DEP/WMD:

PURPOSE: Environmental Permitting

COE:

PROJECT LOCATION / USGS: 506/508 Harbor Blvd / Destin

OTHER: Multiple Parcels

LATITUDE: N30° 23' 31.8"

DATE: May 8, 2024 (revised)

LONGITUDE: W86° 29' 55.7"

SHEET:

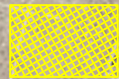
SECTION: 25

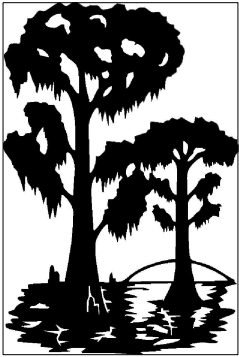
TWNSHP: 2 South

RNG: 23 West

Proposed 210 LF Seawall with Rip Rap
and 22 LF Return Wall on East End

Proposed Fill Waterward of MHW
354.25 SF / 0.008 AC





PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott

JOB: 697.31

WATERBODY/CLASS: Destin Harbor / Class III

DEP/WMD:

PURPOSE: Environmental Permitting

COE:

PROJECT LOCATION / USGS: 506/508 Harbor Blvd / Destin

OTHER: Multiple Parcels

LATITUDE: N30° 23' 31.8"

DATE: May 8, 2024 (revised)

LONGITUDE: W86° 29' 55.7"

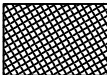
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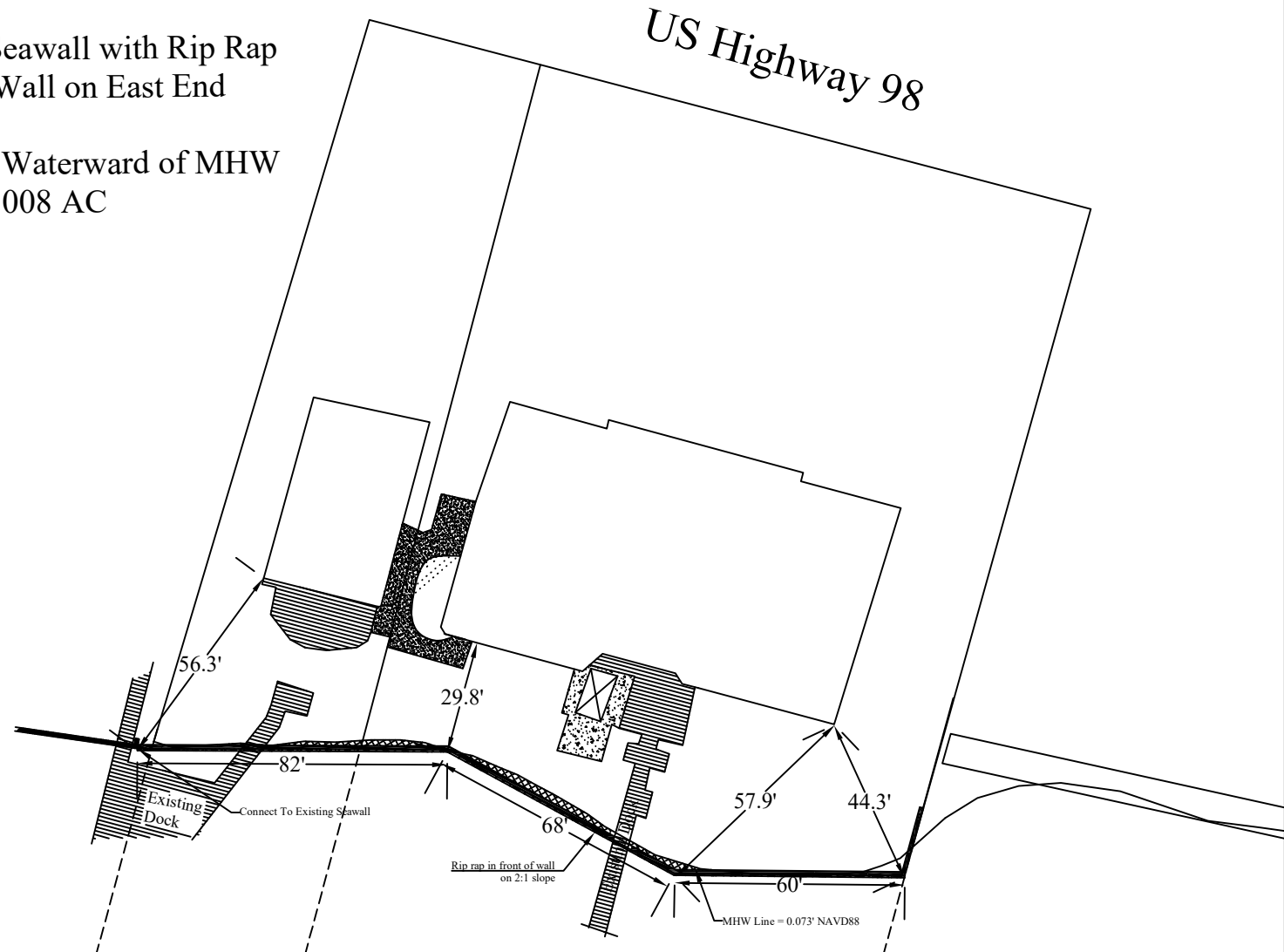
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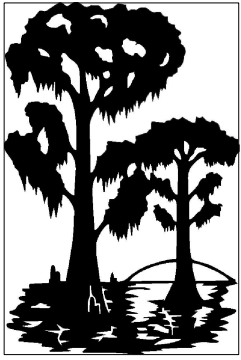
TWNSHP: 2 South

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Proposed 210 LF Seawall with Rip Rap
and 22 LF Return Wall on East End

 Proposed Fill Waterward of MHW
354.25 SF / 0.008 AC





PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott

JOB: 697.31

WATERBODY/CLASS: Destin Harbor / Class III

DEP/WMD:

PURPOSE: Environmental Permitting

COE:

PROJECT LOCATION / USGS: 506/508 Harbor Blvd / Destin

OTHER: Multiple Parcels

LATITUDE: N30° 23' 31.8"

DATE: May 8, 2024 (revised)

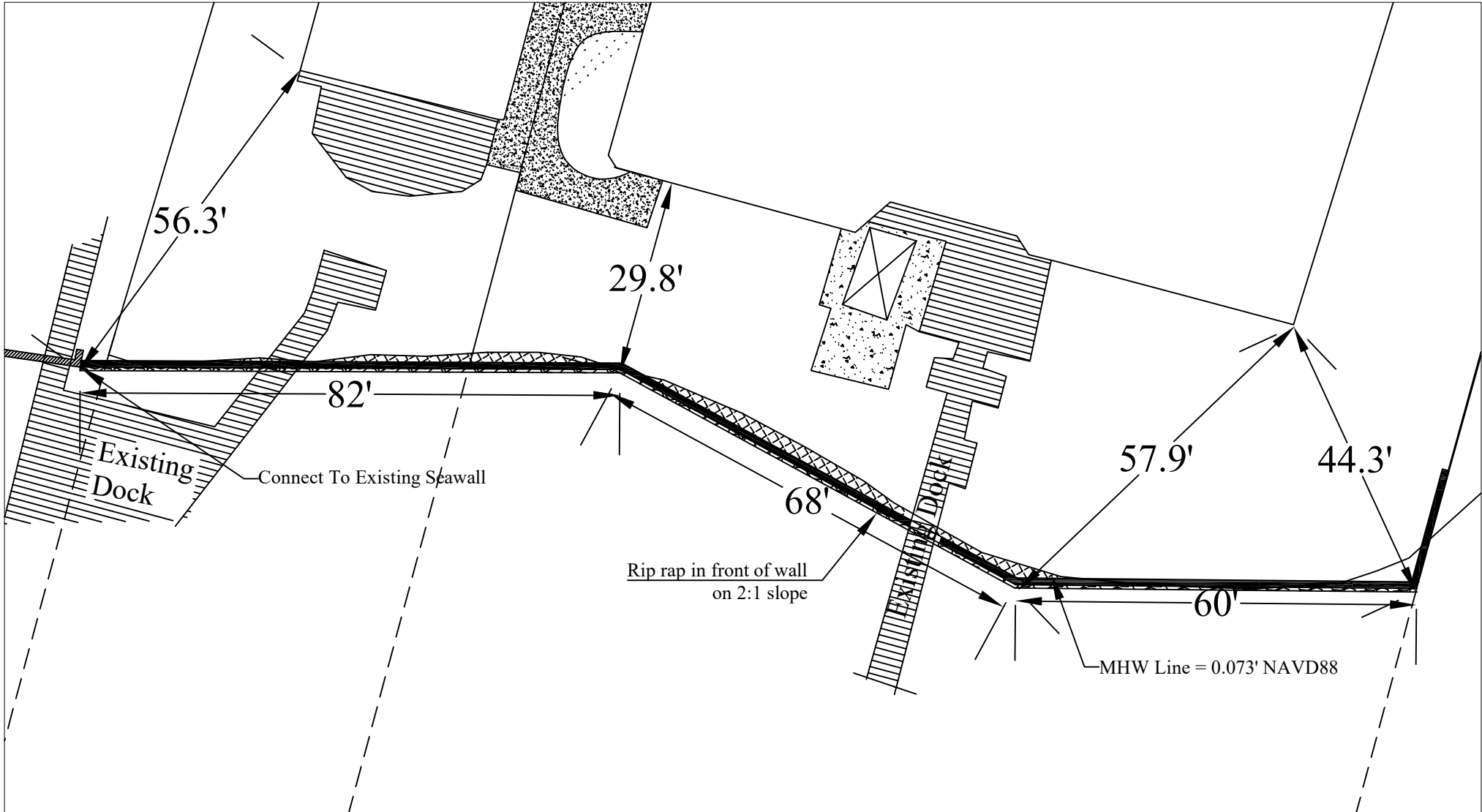
LONGITUDE: W86° 29' 55.7"

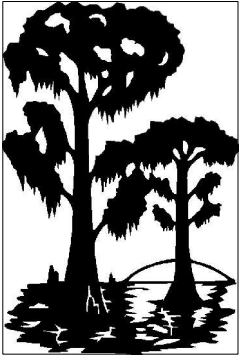
SHEET:

SECTION: 25

TWNSHP: 2 South

RNG: 23 West





PREPARED BY: CYPRESS ENVIRONMENTAL OF BAY COUNTY, LLC

APPLICANT/CLIENT: Destin Harbor Place Condo / Steve Abbott

JOB: 697.31

WATERBODY/CLASS: Destin Harbor / Class III

DEP/WMD:

PURPOSE: Environmental Permitting

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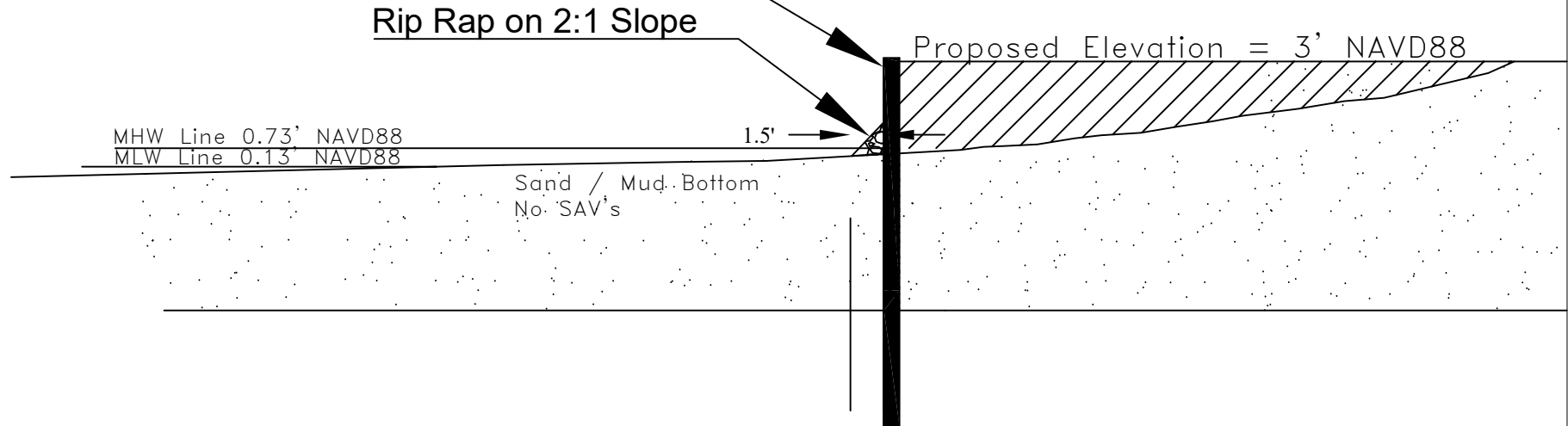
SECTION: 25

TWNSHP: 2 South

RNG: 23 West

Typical Cross-Section Dimensioned As Shown

210 LF of Proposed Wall w/ Rip Rap
varies from 0'-3' Waterward of MHW Line



Proposed Fill Impacts = 354.25 SF / 0.008 AC / 13.1 CY
Proposed Rip Rap Impacts = 315 SF / 0.007 AC / 11.6 CY

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. [Omitted]
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at ImperiledSpecies@myFWC.com.
- f. [Omitted]

[Conditions "c" and "f" have been omitted as they are not applicable in this location.]

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: jaxregs@fws.gov; South Florida Field Office: verobeach@fws.gov; Panama City Field Office: panamacity@fws.gov). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or “approval” from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or “approval” from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

POSTER INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11” x 17” or larger paper and laminated, is attached):

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION UNDER FEDERAL AND STATE LAW: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336
Panama City Field Office – (850) 769-0552
South Florida Field Office – (772) 562-3909

PRE-CONSTRUCTION ACTIVITIES

1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

DURING CONSTRUCTION ACTIVITIES

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.
3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

POST CONSTRUCTION ACTIVITIES

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



ATTENTION:

THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

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- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
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Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

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SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

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August 12, 2013

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Please read the following information provided by the U.S. Fish and Wildlife Service to become familiar with standard protection measures for the eastern indigo snake.

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE
U.S. Fish and Wildlife Service
August 12, 2013

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DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES: The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY: The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

LEGAL STATUS: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.



August 12, 2013

ATTENTION:
THREATENED EASTERN INDIGO
SNAKES MAY BE PRESENT ON
THIS SITE!!!



Please read the following information provided by the U.S. Fish and Wildlife Service to become familiar with standard protection measures for the eastern indigo snake.

COMMENCEMENT NOTIFICATION

*Within ten (10) days of initiating the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2016-00979 (NW-HMM)

2. **Permittee Information:**

Name: _____

Email: _____

Address: _____

Phone: _____

3. **Construction Start Date:** _____

4. **Contact to Schedule Inspection:**

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2016-00979 (NW-HMM)

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.):

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

Permit Number: SAJ-2016-00979 (NW-HMM)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

(TRANSFEREE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)









AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, THAT I, STEPHEN J. ABBOTT am
presently the owner and/or leaseholder at 506 HARBOR BLVD, and desiring
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do
make, constitute and appoint WHATSUP DOCKS
whose address is 6062 STEWART ST, MILTON, County of SANTA ROSA State of FL.
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: SEAWALK @ 506 HARBOR BLVD

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

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

OWNER

[Signature]
Signature

STEPHEN J ABBOTT
Printed Name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 29th day of April, 2020, by
(name of person acknowledging)

[Signature]
Signature of Notary

Norma S Calhoun
Printed Name of Notary or Seal

Personally known OR Produced Identification _____

Type of Identification Produced _____



NORMA J. CALHOUN
Commission # HH 605441
Expires December 27, 2028

AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY

Destin Harbor Place Condo

KNOWN ALL MEN BY THESE PRESENTS, THAT I, JONATHAN R. TAYLOR, PRES.,
presently the owner and/or leaseholder at 508 HARBOR BLVD, and desiring
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do
make, constitute and appoint WYATTSPACKS
whose address is 6062 STEWART ST, MILTON, County of SANTA ROSA State of FL,
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: SEAWALK @ 508 HARBOR BLVD.

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

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

OWNER

Jonathan R. Taylor
Signature

JONATHAN R. TAYLOR, PRES.
Printed Name

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 29th day of April, 2020, by
(name of person acknowledging)

Norma J. Calhoun
Signature of Notary

Norma J. Calhoun
Printed Name of Notary or Seal

Personally known OR Produced Identification _____

Type of Identification Produced _____



NORMA J. CALHOUN
Commission # HH 605441
Expires December 27, 2028



Community Development Planning Division

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

June 3, 2025

SUBJECT: Notification of Harbor & Waterways Board Application (HWB- 001589-2025) – Commercial Marine Construction – 506 & 508 Harbor Blvd

Dear Property Owner:

This letter is to notify you of a Proposed Marine Construction Project at **506 & 508 Harbor Blvd**. The Marine Construction application requires Harbor & Waterways Board review and recommendation. **The application will be heard by the Harbor & Waterways Board at 5:30 p.m. at the Destin City Hall Annex, 4100 Indian Bayou Trail on June 26, 2025 (tentative).**

As an owner of property located near this project, *Destin Land Development Code (LDC) Sections 2.17.00 & 11.05.01.S* require a written notice providing you with the following information. This project proposes new marine construction in proximity to your property line; therefore, the City is requesting your input on the matter. If you would like to provide any comments you may respond by sending an email to the email address listed below, or by appearing before the Harbor & Waterways Board at the meeting.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to the email address provided below.

1. Name of Owner: Stephen J Abbott & Jonathan R. Taylor
2. Name of Agent: What's Up Docks LLC
3. Address of Project: 506 & 508 Harbor Blvd
4. Parcel ID Number: 00-2S-22-0630-0000-03A5; 00-2S-22-0615-0000-0000
5. Project Description: Construction of a new shared 210 linear foot seawall
6. Location of Application Package: To request that a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a Public Records Request (PRR) online: <http://www.cityofdestin.com/forms.aspx?fid=121>

If you have any questions or concerns regarding this letter, please do not hesitate to contact me at (850) 842-4669 or via email at planning@cityofdestin.com.

Sincerely,

Ashley Dominguez
Planner

CC: David Prichard, Community Development Director
Planning Project File



CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: June 26, 2025
BOARD/COMMITTEE: Harbor & Waterways Board
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 5.B.

TO: Harbor & Waterways Board

THRU: Kyle Bauman, Special Projects Attorney
David Prichard, Community Development Director

FROM: Ashley Dominguez, Planner

DATE: June 12, 2025

SUBJECT: 742 & 744 Harbor Blvd, Residential Marine Construction, HWB-001616-2025

I. BACKGROUND: What’s Up Docks LLC, on behalf of both Jennifer Aden and James Morris, has applied for Harbor and Waterways Board review for the construction of a new shared 15-foot by 4-foot access pier leading to a 30-foot by 3-foot T-access walk, two 30-foot by 2-foot finger piers, and two 30-foot by 13-foot covered boat slips with lifts under a 33-foot by 30-foot roof.

The applicant seeks a recommendation for approval from the Harbor and Waterways Board for a Residential Marine Construction project proposing a new seawall with:

| | |
|---------------------------------|--------------------|
| Total Square Feet: | 1,050 |
| Total Number of Piers or Docks: | 1 |
| Total Length: | 48 LF |
| Total Slip Density: | 2 (1 per property) |
| Located in the Destin Harbor: | Yes |

II. DISCUSSION: The applicant requests Harbor and Waterways Board review for Residential Marine Construction located at 742 & 744 Harbor Blvd within Destin Harbor.

The Harbor and Waterways Board is being asked to review the proposed Marine project per Land Development Code **Section 11.05.01 - General regulations; prohibitions** and **Section 11.05.02 – Permitting procedures**. Below are Staff’s findings with respect to **Section 11.05.01** and **Section 11.05.02**; items not applicable to this project are marked “Not Applicable.”

11.05.01. General regulations; prohibitions. *This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:*

A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

Staff response: *The applicant has submitted for authorization from all appropriate agencies.*

B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

Staff response: *Not applicable.*

C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

Staff response: *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to. Additionally, this is a proposed residential dock; therefore, no fuel/oil shall be sold here.*

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.

Staff response: Proposed construction will be 48 LF total. The Width of the Harbor at this location is approximately 300 LF. 20% of 300 LF is 60 LF. Therefore, the proposed dock is below the allowable 60 LF.

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.

Staff response: Proposed construction will be 48 LF total. The Width of the Harbor at this location is approximately 300 LF. 20% of 300 LF is 60 LF. Therefore, the proposed dock is below the allowable 60 LF.

H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless such the dock is equipped with a sewage pump-out.

Staff response: Not applicable.

J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

L. No dock shall be constructed such that it constitutes a hazard to navigation.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

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.

Staff response: Not applicable.

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 does not exceed the maximum length established by paragraphs F and G above.

Staff response: Not applicable.

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.

Staff response: The proposed scope is a shared dock between two properties, which have a total waterfront footage of approximately 100 LF. The shared dock is proposed to be 48 LF, therefore compliant with this subsection.

N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

Staff response: The total waterfront footage of both lots combined is approximately 100 LF. The proposed shared dock construction will only have 2 slips (1 slip per property), which will not exceed the one slip per eight lineal feet maximum requirement.

O. No boat or vessel, entering into, exiting or operating within the Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other persons within the Destin Harbor, or would contribute to any adjacent land erosion.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

Q. No pier shall extend more than six feet into a canal right-of-way.

Staff response: Not applicable.

R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

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.

Staff response: Although no construction is proposed within the 25-foot setback of the property line, Staff sent the provided Adjacent Property Notification to the neighboring properties on June 3, 2025. As proposed, the riparian rights of others are not interfered with.

T. No dock shall unreasonably interfere with the riparian rights of others.

Staff response: Although no construction is proposed within the 25-foot setback of the property line, Staff sent the provided Adjacent Property Notification to the neighboring properties on June 3, 2025. As proposed, the riparian rights of others are not interfered with.

U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

Staff response: Not applicable.

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

Staff response: Not applicable.

W. No construction shall be allowed which violates any provision of the Standard Building Code, as adopted by the City.

Staff response: Applicant must obtain an approved Marine Construction Permit prior to any construction.

X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

Staff response: Applicant must obtain an approved Marine Construction Permit prior to any construction.

Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection **11.05.01.M.2**.

***Staff response:** The proposed scope is a shared dock between two properties, which have a total waterfront footage of approximately 100 LF. The shared dock is proposed to be 48 LF, therefore compliant with this subsection.*

Pursuant to **Section 11.05.03, Land Development Code (LDC)**, all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

PUBLIC COMMENT:

Staff have received no comments from the public to date.

- A. **Link to Strategic Goals / Objectives:** IV. Enhanced quality of life and safety for families.
- B. **Effect on Budget (EOB):** n/a
- C. **Level of Service (LOS):** n/a
- D. **Legislative Sponsor:**
- E. **Business Impact Statement:**

III. CONCLUSION: The applicant requests the Harbor and Waterways Board recommendation for approval for a Residential Marine Construction Project located at 742 & 744 Harbor Blvd. Additionally, the applicant provided the authorization from the Florida Department of Environmental Protection (FDEP), Permit No.: 0447038-002-EG/46, as well as Army Corps of Engineers authorization (ACOE), Permit No.: SAJ-29025-00892 (GP-TCP).

City Staff reviewed the application and determined that the plans comply with **LDC Section 11.05.00, Marina Siting**, and the Coastal Management Element of the City's Comprehensive Plan (**Coastal Management Element Policy 6-1.1.6**).

IV. RECOMMENDED MOTION: I move that the Harbor and Waterways Board recommend that City Council approve the Proposed Residential Marine Construction Project at 742 & 744 Harbor Blvd, for the construction of a new shared dock with the following conditions:

1. **All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and**
2. **All regulations of the City's Marina Siting LDC Section 11.05.00 shall be followed at all times.**

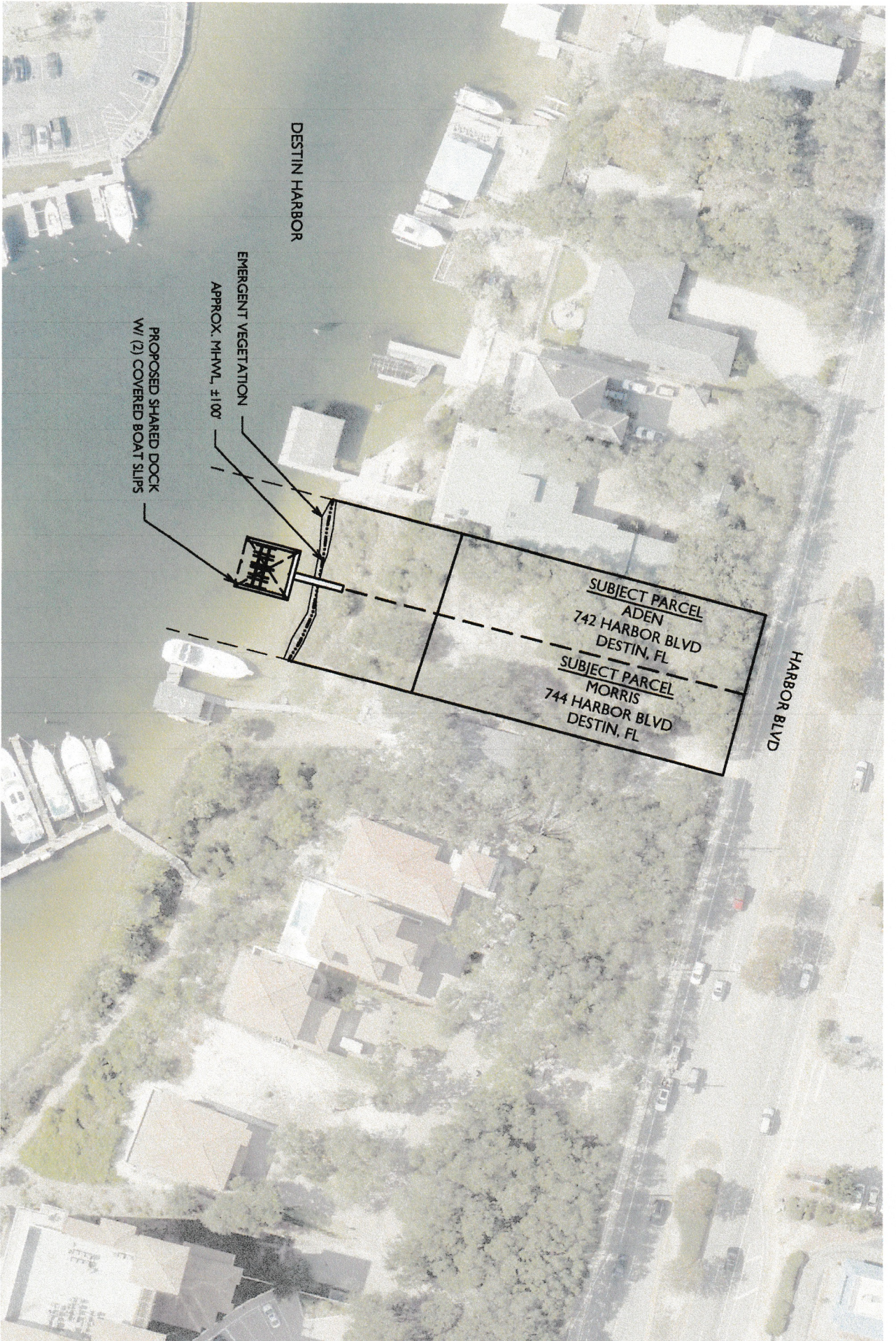
ALTERNATIVE MOTION:

I move that the Harbor and Waterways Board recommend that City Council deny the Proposed Residential Marine Construction Project at 742 & 744 Harbor Blvd.

Attachments:

ITEM # 2025-763

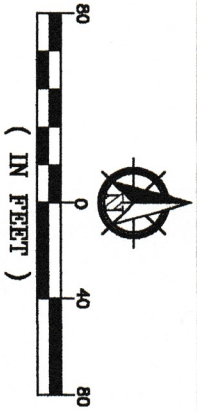
1. 1. Scaled and Dimensioned Site Plan
2. 2. Boundary Survey
3. 3. FDEP Proof of Authorization
4. 4. Proof of Ownership
5. 5. Army Corps Authorization
6. 6. Existing conditions- Images
7. 7. Agent Affidavits
8. 8. Adjacent Property Notification



742-744 HARBOR BLVD, ADEN/MORRIS DOCK
PLAN VIEW DEPICTED ONTO AERIAL
JOB NO.: 2025.009
DRAWN BY: JAT
DRAWING DATE: 03.10.2025
SHEET: 2 OF 4

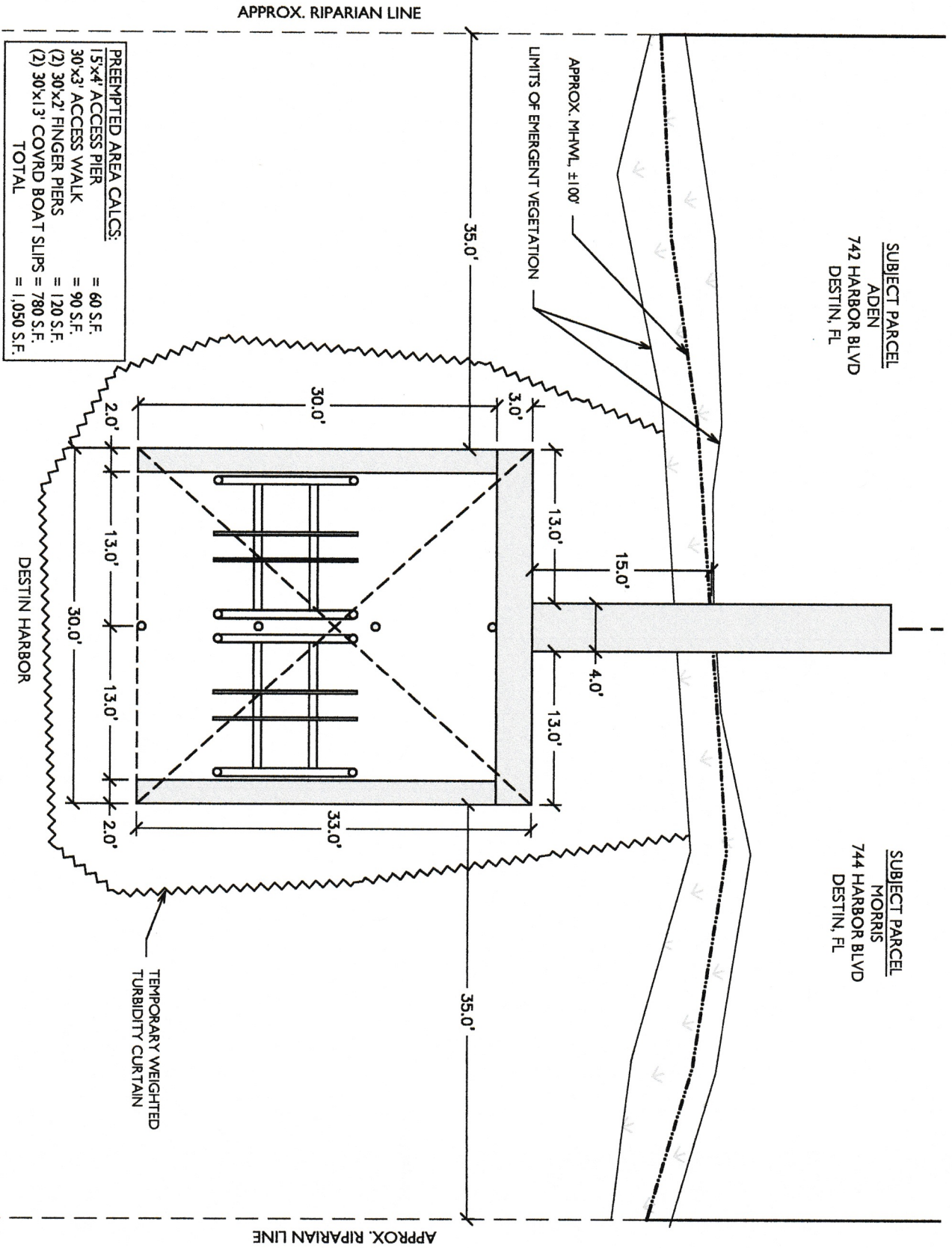
OAKHURST
CONSULTING
JASON@OAKHURSTCONSULT.COM

SITE PLAN
pg 1 of 2



SUBJECT PARCEL
ADEN
742 HARBOR BLVD
DESTIN, FL

SUBJECT PARCEL
MORRIS
744 HARBOR BLVD
DESTIN, FL

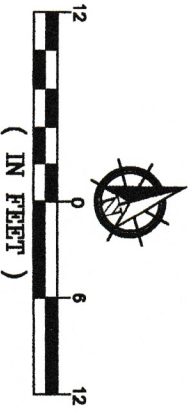


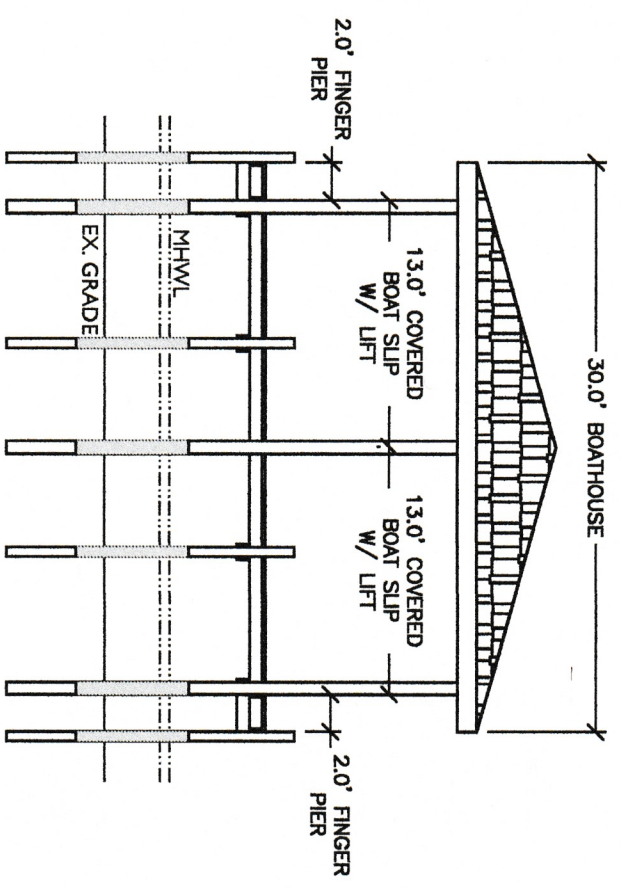
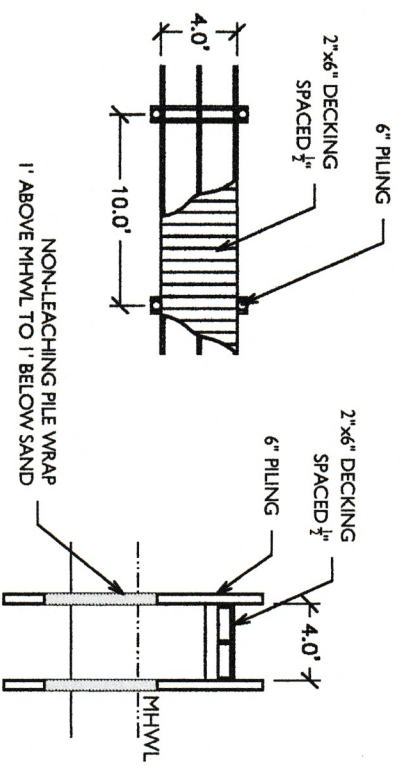
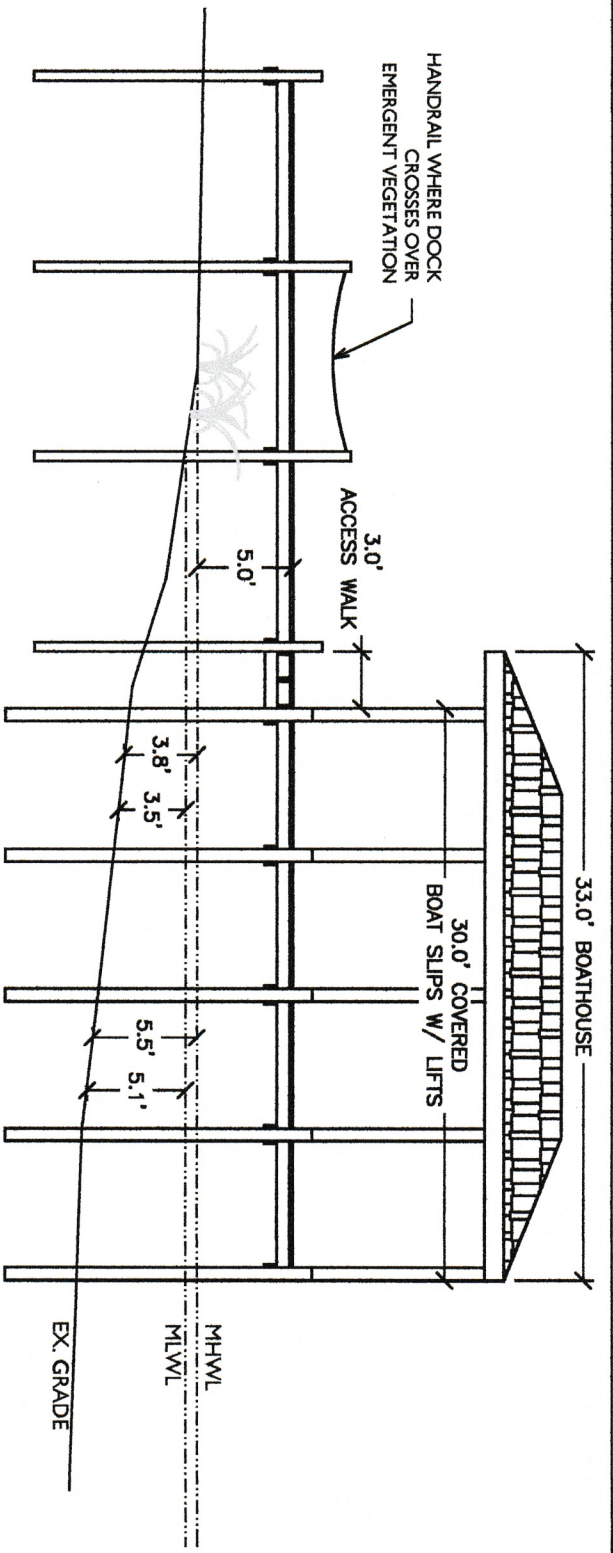
PREEMPTED AREA CALCS:

| | |
|-------------------------------|---------------------|
| 15'x4' ACCESS PIER | = 60 S.F. |
| 30'x3' ACCESS WALK | = 90 S.F. |
| (2) 30'x2' FINGER PIERS | = 120 S.F. |
| (2) 30'x13' COVERD BOAT SLIPS | = 780 S.F. |
| TOTAL | = 1,050 S.F. |

742-744 HARBOR BLVD, ADEN/MORRIS DOCK
PLAN VIEW
JOB NO.: 2025.009
DRAWN BY: JAT
SHEET: 3 OF 4
DRAWING DATE: 03.10.2025

OAKHURST
CONSULTING
JASON@OAKHURSTCONSULT.COM





742-744 HARBOR BLVD, ADEN/MORRIS DOCK

PROFILE TYP.

JOB NO.: 2025.009

DRAWN BY: JAT

SHEET: 4 OF 4

DRAWING DATE: 03.10.2025

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM

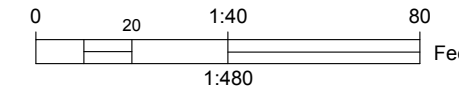


LEGEND

- (P) = PLAT MEASURE
- (M) = FIELD MEASURE
- (R) = REFERENCE MEASURE
- LB = LICENSED BUSINESS
- IR = IRON ROD
- CM = CONCRETE MONUMENT
- ELEV = ELEVATION
- R/W = RIGHT OF WAY
- ⊕ = POWER POLE
- ⊞ = ELECTRICAL TRANSFORMER
- ⊙ = DIAMETER
- BSL = BUILDING SETBACK LINES
- ✕ = SPOT ELEVATION SHOTS
- ⊞ = TELEPHONE PEDESTAL
- ⊙ = STORMWATER MAN HOLE COVER OVER CURB INLET
- ⊕ = BENCHMARK
- MHWL = MEAN HIGH WATER LINE

Note:
Building Setbacks Shown are per City of Destin Community Development Department, Planning Division Code, and Okaloosa County Land Development Code. Before Any Construction, Setbacks Should be Verified with All Relevant Agencies and Other Concerned Parties.

NOTE 'H'
Three Story Framed RESIDENCE
Stucco Siding
Wood Platform on CMU
Stemwall Foundation
1st Floor FFE: 25.61'
Basement FFE: 14.31'
Pool at Basement Level



LEGAL DESCRIPTION:

(Per Official Records Book: 3239, at Page: 4611)
Lots 6 and 7, Block M, REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, according to the plat thereof recorded in Plat Book 1, Page 19A, of the Public Records of Okaloosa County, Florida. Contains 0.60 acres or 26,413.38 Sq. Ft. more or less.

MISCELLANEOUS (Misc.) NOTES:

- The Mean High Water Line (MHWL) as shown is 0.67 feet.
- Water depth at mooring sites shown.
- Boat House roof measures 34.29 feet x 30.00 feet = 1,105.17 square feet.
- Refer to map for decking/dock configuration and location. Decking over water = 256.47 square feet, decking over land = 139.01 square feet.
- Over water area of boat house roof and deck/dock, 1,105.17 square feet.

SURVEYOR'S NOTES:

1. CERTIFICATION STATEMENT: THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.008 AND SECTION 472.027 OF THE FLORIDA STATUTES.
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED.
4. BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM "FIRM" MAP COMMUNITY - PANEL NUMBER 12091C0488J, DATED MARCH 9, 2021, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN ZONE X, AND ZONE AE (EL 9).
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY OF HARBOR BOULEVARD EAST (U.S. HIGHWAY 98), HAVING AN ASSUMED BEARING OF S 75°10'33" E.
6. EXPECTED USE OF THE SITE IS FOR RESIDENTIAL AND THE ACCURACIES FOR CLOSURE WERE EXCEEDED FOR A SUBURBAN SURVEY. THIS SURVEY TRUE AND CORRECT AS PER 5J-17.051 AND 5J-7.052, FLORIDA ADMINISTRATIVE CODE. NO ADDITIONS OR DELETIONS FROM THIS SURVEY WITHOUT CONSENT FROM SIGNING PARTY.
7. ELEVATIONS ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988. CONTOUR INTERVALS ARE ONE FOOT WHEN SHOWN.
8. THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BUILDING ENVELOPE AS STAKED OUT. THIS SURVEY IS NOT INTENDED TO REPRESENT A PROPOSED FOOTPRINT OR BUILDING LAYOUT.

NOTES:

1. THIS SITE PLAN PREPARED USING PREVIOUS SURVEYS BY RARE EARTH, INC.
2. PROPOSED BOAT HOUSE DESIGN BY EDDY CONSULTING ENGINEERS, INC., PENSACOLA, FLORIDA.

NOTE 'A': PROPOSED BOAT HOUSE
Boat House, open design with roof covering overall.
Deck and roof supported by minimum 6"Ø tip and minimum 8"Ø tip wood timber pilings.
2 Slips with boat lift in each.
Refer to Misc. Notes for additional data.

Lot 6: Parcel ID 00-2S-22-0701-000M-0060

Lot 7: Parcel ID 00-2S-22-0701-000M-0070

SITE PLAN - PROPOSED BOAT HOUSE & DOCK

Lots 6 and 7, Block M
Revised Second East Pass Addition to Destin
742 and 744 Harbor Boulevard, Destin, Florida 32541
Parcel ID as Noted Above



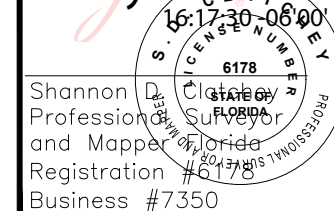
Rare Earth, Inc.

Professional Land Surveying & Land Planning

Office: 850.729.2722 P.O.Box 42
Fax: 850.729.2797 Niceville, FL 32578
www.rareearthfl.com 30°28'34.83" N, 86°24'28.23" W

Digitally signed by Shannon Clatchey

Date: 2025.01.10 16:17:30 -0600



Job Number: 19-0013
Cadd File: 19-0013 SP-BH
Drawn By: SC/PM/RLC
Field Date: 05-19-2024
Field By: SDC/TS/DD
Field Bk/Pg: 222/49

Rev. Mod Prop Boat House Date: 12/11/2024
Rev. rev per hassel Date: 08/28/24
Rev. General Update Date: 08-18-2024

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Northwest District
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5794

April 16, 2025

James Morris
744 Harbor Blvd
Destin, FL 32541
james.morris.w@gmail.com

Jennifer Aden
742 Harbor Blvd
Destin, FL 32541
jraden76@gmail.com

File No. 0447038-002-EG/46, Okaloosa County

Dear Mr. Morris and Ms. Aden:

On April 7, 2025, we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to construct a shared private single-family dock with two covered boatlifts within Destin Harbor, a Class II Florida waterbody, Prohibited Shellfish Harvesting Area. The project is located at 742 and 744 Harbor Blvd, Destin, Florida 32541, Section 30, Township 2 South, Range 22 West, Okaloosa County; 30° 23' 22.5496" North Latitude, 86° 29' 13.898" West Longitude.

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project did not qualify for the federal authorization, therefore, additional authorization must be obtained prior to commencement of the proposed activity. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review – Approved

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached), and the specific conditions of Rule 62-330.427, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

2. Proprietary Review – Granted

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review - Chapter 253 F.S., and Chapter 18-21, F.A.C., and Section 62-330.075, F.A.C. as required.

3. Federal Review- SPGP Not Approved

Your proposed activity as outlined in your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit VI-R1. **SEPARATE permit(s) or authorization will be required** from the U.S. Army Corps of Engineers.

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

3.2 Coastal Zone Management Consistent

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

3.3 Water Quality Certification Granted With Conditions

This permit also constitutes a *granted with conditions* water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. State Water Quality Certification is granted when an activity meets all the terms and conditions of a general permit under Rule 62-330.052, F.A.C., and the applicable Rules 62-330.401 through 62-330.635, F.A.C.

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Gregory Leenig
Environmental Specialist

Enclosures:

Chapter 62-330.427, F.A.C., 2 pages

General Conditions for All General Permits, Ch. 62-330.405, F.A.C., 3 pages

Special Consent Conditions, 1 page

General Conditions for Authorizations for Activities on State-Owned Submerged Lands, 1 page

Project Drawings, 4 pages

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

James Morris, Co-Applicant, james.morris.w@gmail.com

Jennifer Aden, Co-Applicant, jraden76@gmail.com

Jason Taylor, Agent, jason@oakhurstconsult.com

Gregory Leenig, FDEP, gregory.leenig@floridadep.gov

Russell Sullivan, FDEP, russell.sullivan@floridadep.gov

Blake Chapman, FDEP, blake.a.chapman@floridadep.gov

USACE, Terry.S.Hayes@usace.army.mil

Okaloosa County, mmartinez@myokaloosa.com, jautrey@myokaloosa.com,

sbitterman@myokaloosa.com, propertyappraiser@okaloosapa.com, planning@cityofdestin.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Michelle Goldsmith
Clerk

April 16, 2025
Date

62-330.427 General Permit for Docks, Piers and Associated Structures.

(1) A general permit is granted to any person to construct, extend, or remove a dock or pier and associated structures as described below:

(a) A private, single-family pier or dock with up to two boat lifts that, together with all existing structures on the shoreline of the property, does not exceed a total area of 2,000 square feet over surface waters. Such a structure:

1. Shall not accommodate the mooring of more than two vessels, either in the water or on a boat lift. Solely for purposes of this general permit, up to two personal watercraft as defined in section 327.02(33), F.S., may be moored in lieu of either or both allowable vessels of another type.

These limits shall not apply to the mooring, storage or other use of the dock or pier by:

a. Non-motor-powered vessels less than 16 feet in length that are stored on or under the dock or pier, or within an authorized mooring area; or

b. Personal watercraft, dinghies or similar small vessels that are stowed out of the water, upon a larger parent vessel that is moored at the dock in compliance with this general permit.

2. Shall be located such that all areas used for vessel mooring and navigational access already provide a minimum depth of two feet below the mean low water level for tidal waters, or two feet below the expected average low water depth for non-tidal waters as determined based on best available information for the water body at the project location; and

3. May include a roof over the vessel mooring areas, boat lifts, and terminal platform, or any portions thereof, subject to the applicable provisions of chapters 253 and 258, F.S., and the rules adopted thereunder. Portions of such roofs that overhang beyond the edge of decked portions of the pier or dock shall be included in the calculation of the total square footage of over-water structure allowed under paragraph (1)(a), above.

(b) A public fishing pier that does not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state "No Boat Mooring Allowed."

(2) This general permit shall be subject to the following specific conditions:

(a) Construction or extension of the boat lift, boat mooring locations, or terminal platform, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aquatic Preserves;

(b) There shall be no structures enclosed by walls, screens, or doors on any side;

(c) The dock or pier will not facilitate vessel rentals, charters, or serve any other commercial purpose;

(d) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit;

(e) This general permit shall not authorize the construction or extension of more than one dock or pier per parcel of land or individual lot. For the purposes of this general permit, multi-family living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property; and

File Name: Aden Morris Dock

File No: 0447038-002-EG/46

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(f) Notwithstanding any other provisions of this general permit, the design, construction and operation of the dock or pier and associated vessels shall not conflict with any manatee protection plan approved and adopted under section 379.2431(2)(t), F.S.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.426, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.427, Amended 10-1-13, 6-1-18.

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

(2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the “take” of listed species).

(3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.

(7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

(10) A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

(a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;

(b) The maximum width of the construction access area shall be limited to 15 feet;

(c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and

(d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in the general permit, activities must not:

(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or

(b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that

could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

General Conditions for Authorizations for Activities on State-Owned Submerged Lands:

All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

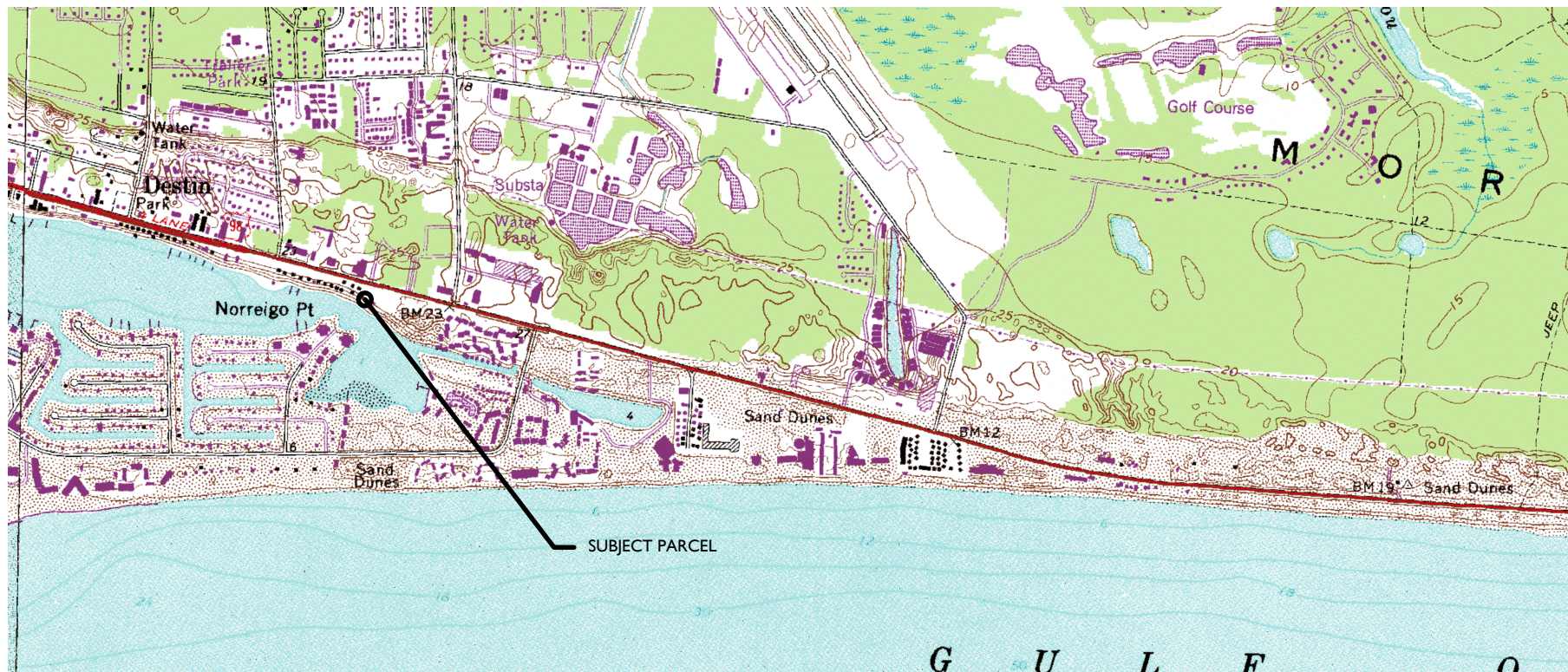
(g) Structures or activities shall not create a navigational hazard.

(h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

(i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.



PROPERTY INFO

PID: 00-2S-22-0701-000M-0060
SITUS: 742 HARBOR BLVD
DESTIN, FL 32541
LAT: 30.3896376
LONG: -86.4872814

RECORD OWNER

ADEN SHANE & JENNIFER
742 HARBOR BLVD
DESTIN FL 32541

PROPERTY INFO

PID: 00-2S-22-0701-000M-0070
SITUS: 744 HARBOR BLVD
DESTIN, FL 32541
LAT: 30.3896430
LONG: -86.4871125

RECORD OWNER

MORRIS JAMES & JAN
981 HWY 98 E STE 3-411
DESTIN FL 32541

DRAWING INDEX

- 1- SITE LOCATION & SHEET INDEX
- 2-PLAN VIEW DEPICTED ONTO AERIAL
- 3-PLAN VIEW
- 4-PROFILE TYP.

742-744 HARBOR BLVD, ADEN/MORRIS DOCK

SITE LOCATION & DRAWING INDEX

JOB NO.: 2025.009

DRAWN BY: JAT

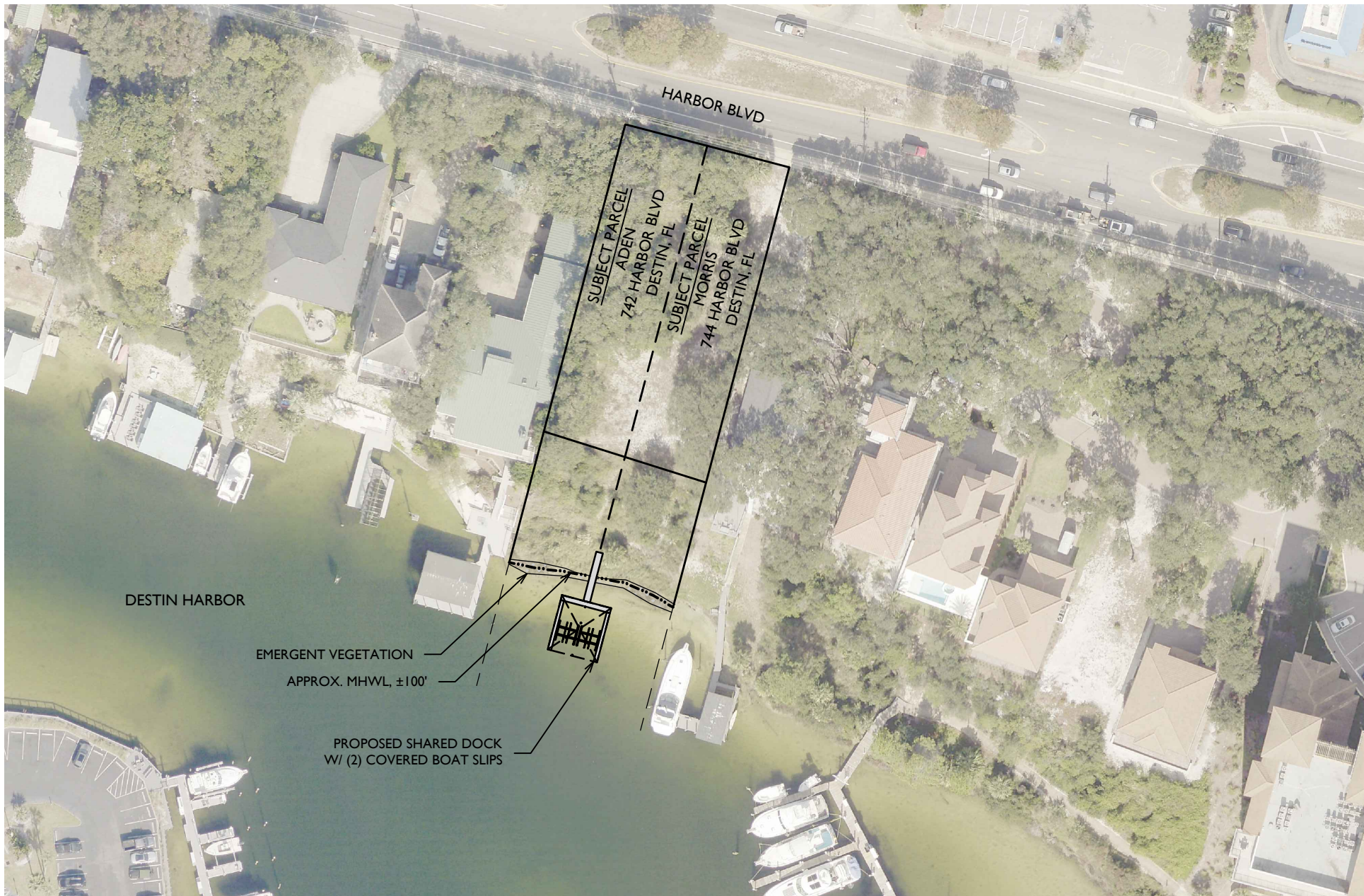
DRAWING DATE: 03.10.2025

SHEET: 1 OF 4

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM





742-744 HARBOR BLVD, ADEN/MORRIS DOCK

PLAN VIEW DEPICTED ONTO AERIAL

JOB NO.: 2025.009

DRAWN BY: JAT

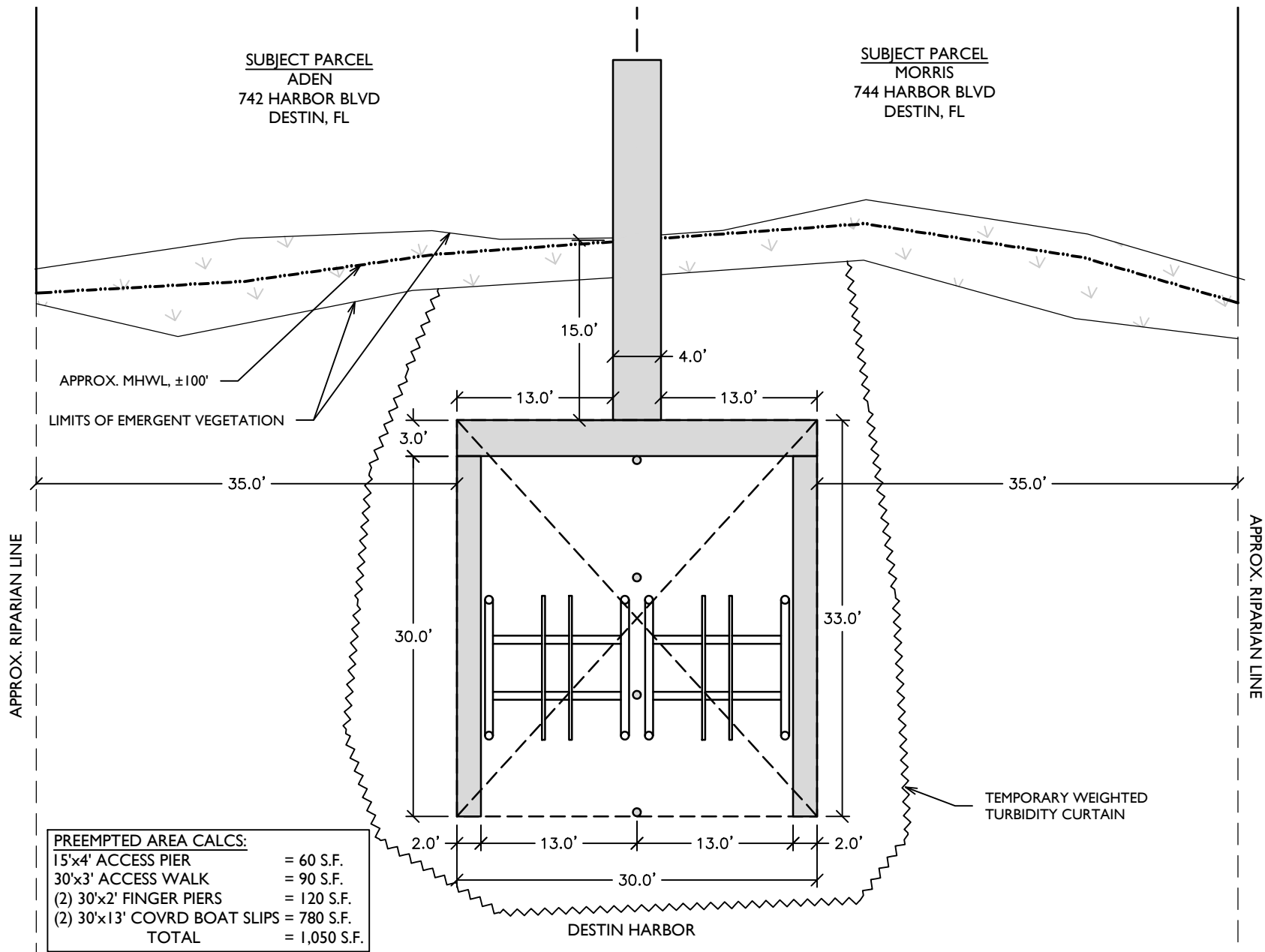
DRAWING DATE: 03.10.2025

SHEET: 2 OF 4

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM





| PREEMPTED AREA CALCS: | |
|------------------------------|---------------------|
| 15'x4' ACCESS PIER | = 60 S.F. |
| 30'x3' ACCESS WALK | = 90 S.F. |
| (2) 30'x2' FINGER PIERS | = 120 S.F. |
| (2) 30'x13' COVRD BOAT SLIPS | = 780 S.F. |
| TOTAL | = 1,050 S.F. |

742-744 HARBOR BLVD, ADEN/MORRIS DOCK

PLAN VIEW

JOB NO.: 2025.009

DRAWN BY: JAT

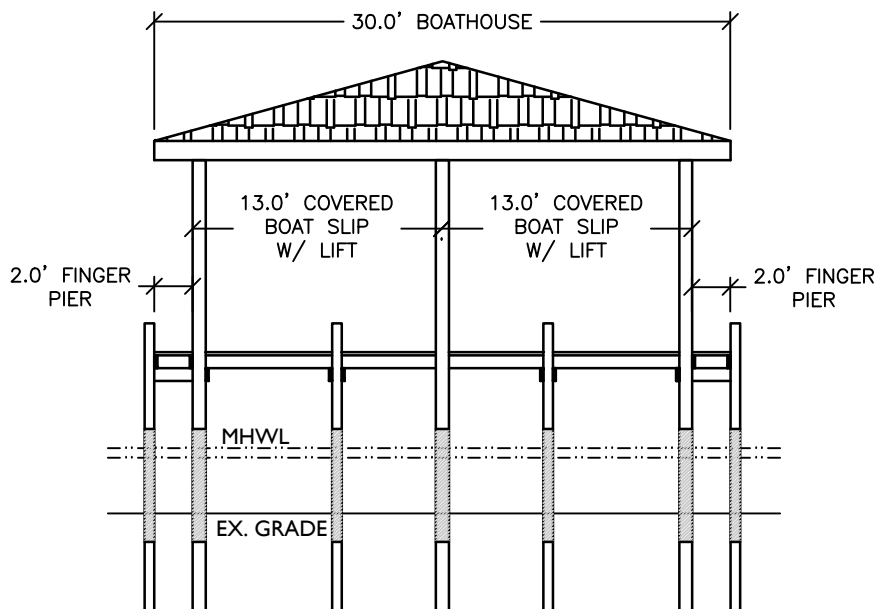
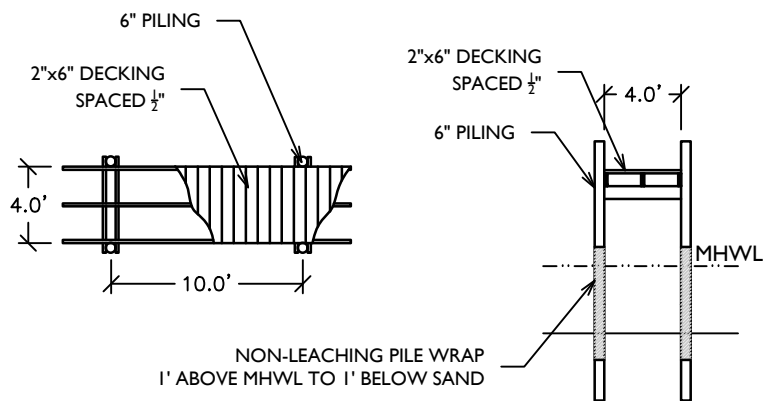
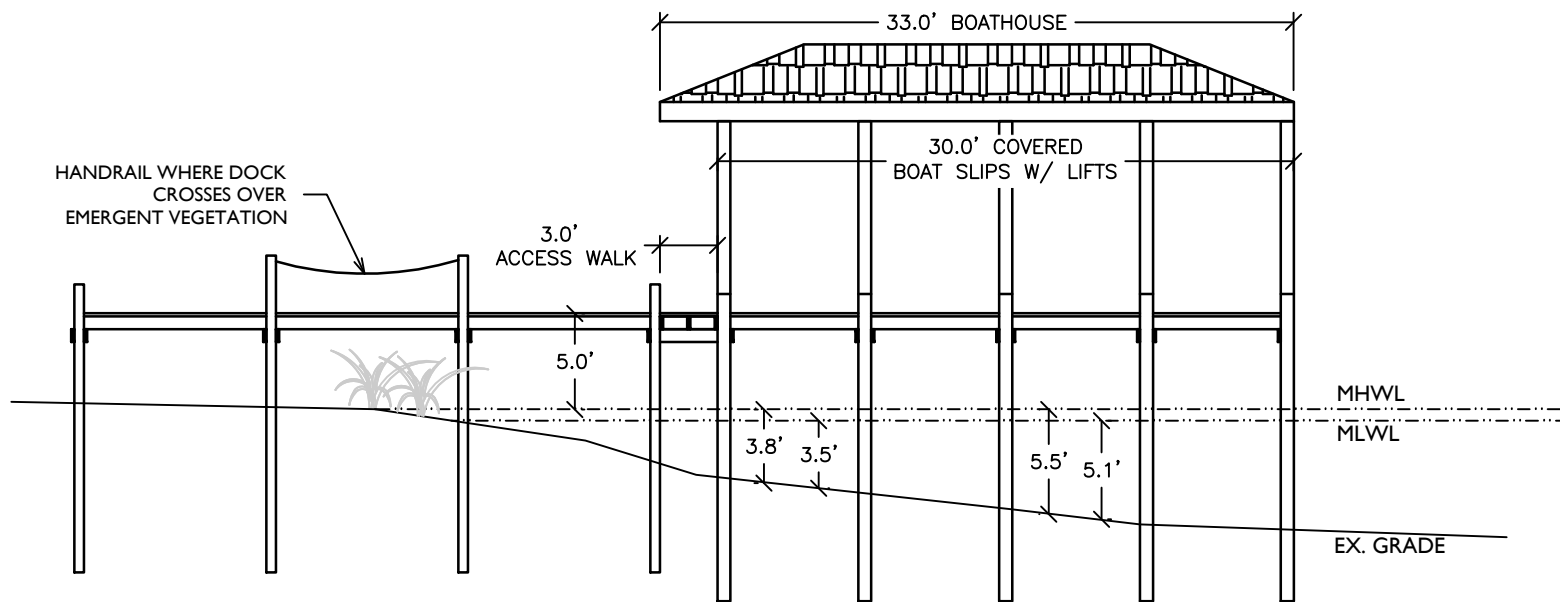
DRAWING DATE: 03.10.2025

SHEET: 3 OF 4

**OAKHURST
CONSULTING**

JASON@OAKHURSTCONSULT.COM





742-744 HARBOR BLVD, ADEN/MORRIS DOCK

PROFILE TYP.

JOB NO.: 2025.009

DRAWN BY: JAT

DRAWING DATE: 03.10.2025

SHEET: 4 OF 4

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM



Prepared By and Return to:

Lori Ellen Ward, Esq.
Priority Title
4471 Legendary Drive
Destin, FL 32541
File Number: PT21-00099A
Parcel ID Number: 00-2S-22-0701-000M-0070

Warranty Deed

THIS WARRANTY DEED is made this 20th day of October, 2021 between **NOLA, LLC, a Tennessee limited liability company**, whose post office address is 405 Irwin Way, Spring Hill, TN 37174 ("Grantor") and **James W. Morris and Jan D. Morris, husband and wife, as tenants in common**, whose post office address is 981 Hwy. 98 East, Suite 3-411, Destin, FL 32541 ("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 7, Block M, REVISED SECOND EAST PASS ADDITION TO DESTIN,
FLORIDA, according to the Plat thereof as recorded in Plat Book 1, Page 19A, of
the Public Records of OKALOOSA County, Florida.

Subject to easements, restrictions, reservations and limitations recorded, if any.

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 and 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, 2020.

SELLER:

NOLA, LLC

BY: [Signature]
Edward Collier, III, Authorized Member

Grantor Address:
405 Irwin Way
Sprin Hill, TN 37174

Signed, sealed and delivered in presence of:

① [Signature]
Witness Signature

② Diane Falcon
Printed Name of First Witness

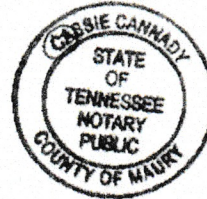
③ [Signature]
Witness Signature

④ Ashley Thomas
Printed Name of Second Witness

STATE OF ① TN
COUNTY OF ② maury

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ③ 21 day of October, 2021 by Edward Collier, III, Authorized Member of NOLA, LLC who is/are personally known to me or who produced drivers license as identification.

⑤ Cassie Cannady
NOTARY PUBLIC
Printed Name: ⑥ Cassie Cannady
My Commission Expires: ⑦ 5.21.25



Prepared By and Return to:

Lori Ellen Ward, Esq.
Priority Title
4471 Legendary Drive
Destin, FL 32541
File Number: PT21-00099A
Parcel ID Number: 00-2S-22-0701-000M-0060

Warranty Deed

THIS WARRANTY DEED is made this 20th day of October, 2021 between **NOLA, LLC, a Tennessee limited liability company**, whose post office address is 405 Irwin Way, Spring Hill, TN 37174 ("Grantor") and **Shane Aden and Jennifer Aden, husband and wife**, whose post office address is 1603 Carmie Lane, Marion, IL 62959 ("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 6, Block M, REVISED SECOND EAST PASS ADDITION TO DESTIN,
FLORIDA, according to the Plat thereof as recorded in Plat Book 1, Page 19A, of
the Public Records of OKALOOSA County, Florida.

Subject to easements, restrictions, reservations and limitations recorded, if any.

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 and 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, 2020.

SELLER:

Signed, sealed and delivered in presence of:

NOLA, LLC
BY: [Signature]
Edward Collier, III, Authorized Member

Grantor Address:
405 Irwin Way
Spring Hill, TN 37174

② [Signature]
Witness Signature

③ Diane Falcon
Printed Name of First Witness

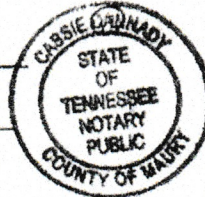
④ [Signature]
Witness Signature

⑤ Ashley Thomas
Printed Name of Second Witness

STATE OF TN
COUNTY OF Maury

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 8 day of October, 2021 by Edward Collier, III, Authorized Member of NOLA, LLC who is/are personally known to me or who produced _____ as identification.

⑥ [Signature]
NOTARY PUBLIC
Printed Name: Classie Cannady
My Commission Expires: 5-21-25





DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
PENSACOLA PERMITS SECTION
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA FLORIDA 32502

April 28, 2025

South Atlantic Division
Regulatory Technical Regional
Execution Center

Jennifer Aden
742 Harbor Boulevard
Destin, Florida 32541
Via Email: jraden76@gmail.com

James Morris
744 Harbor Boulevard
Destin, Florida 32541
Via Email: james.morris.w@gmail.com

Dear Ms. Aden and Mr. Morris:

This letter is in response to the application you submitted to the Jacksonville District, Pensacola Permits Section on March 25, 2025 for a Department of the Army general permit verification. This project has been assigned the file number SAJ-2025-00892 and is known as Aden/Morris Dock. This file number should be referenced in all correspondence with this office.

A review of the information provided indicates that the proposed work would include the construction of a private shared dock consisting of a 15-foot by 4-foot access pier leading to a 30-foot by 3-foot T-access walk, two 30-foot by 2-foot finger piers, and two 30-foot by 13-foot covered boat slips with lifts under a 33-foot by 30-foot roof. The project is located in Destin Harbor; at 742 and 744 Harbor Boulevard, within Section 00, Township 2S, Range 22W; at Latitude 30.389780 and Longitude -86.487130; in Destin, Okaloosa County, Florida.

We have determined that the proposed work is authorized by Regional General Permit SAJ-20 Docks and Associated Minor Structure in Florida pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403). The proposed work must be accomplished in strict accordance with the enclosed general permit conditions, any regional conditions, the special conditions listed in this letter, the application materials, and the enclosed plans labelled "Aden, Jennifer & Morris, James SAJ-2025-00892." If the extent of the project area and/or nature of the authorized impacts to waters are modified, a revised application must be submitted to this office for

written approval before work is initiated. Any deviation from the terms and conditions of the permit, or your submitted plans, may subject the permittee to enforcement action.

This verification is valid until March 28, 2028, unless the subject general permit(s) is suspended, revoked, or is modified prior to that date such that the activity no longer complies with the terms and conditions of the general permit.

Please access the Corps' Jacksonville District Regulatory Division Source Book web page to view the special and general conditions for Regional General Permit SAJ-20 Docks and Associated Minor Structure in Florida, which apply specifically to this authorization. The Internet URL address is:

<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive, and you will need to enter it exactly as it appears above. Once there, select "General Permits" to view a list of current permits.

Project Specific Special Conditions:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

- a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).
- b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2025-00892 (GP–TCP), on all submittals.

2. Posting of Permit: The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

3. Self-Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the ENG Form 6285, "Certification of Compliance with Department of Army Permit" (located at https://www.publications.usace.army.mil/Portals/76/Eng_Form_6285_2024%20Dec%20FINAL.pdf) and submit it to the Corps.

4. Cultural Resources/Historic Properties:

- a. No structure or work shall adversely affect, impact, or disturb properties listed in the *National Register of Historic Places* (NRHP), or those eligible for inclusion in the NRHP.
- b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent

to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease, and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

5. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States 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 U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

6. Jacksonville District Programmatic Biological Opinion (JAXBO): Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable project design criteria's (PDCs) contained in the JAXBO, based on the permitted activity. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: <http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

- 7. Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (attached). The most recent version of the Manatee Conditions must be utilized.
- 8. Dock Construction Guidelines:** The Permittee shall comply with the Marsh section of the *Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat*, U.S. Army Corps of Engineers/National Marine Fisheries Service – November 2017 (attached).

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This general permit verification and any associated authorizations does not preclude the necessity to obtain any other Federal, State, or local permits, licenses, and/or certifications, which may be required.

If you have any questions related to this verification or have issues accessing documents referenced in this letter, please contact Taylor Parks of the Technical Regional Execution Center on behalf of the Pensacola Permits Section at (904) 676-0634 or by email at taylor.c.parks@usace.army.mil. Please take a moment to complete our customer satisfaction survey located at <https://regulatory.ops.usace.army.mil/customer-service-survey/>.

Sincerely,

A handwritten signature in black ink that reads "Taylor Parks". The signature is written in a cursive, flowing style.

Taylor Parks
Biologist

Enclosures

Cc (w/enclosures):

Jason Taylor, Oakhurst Consulting (via jason@oakhurstconsult.com)

General Conditions (33 CFR PART 320-330):

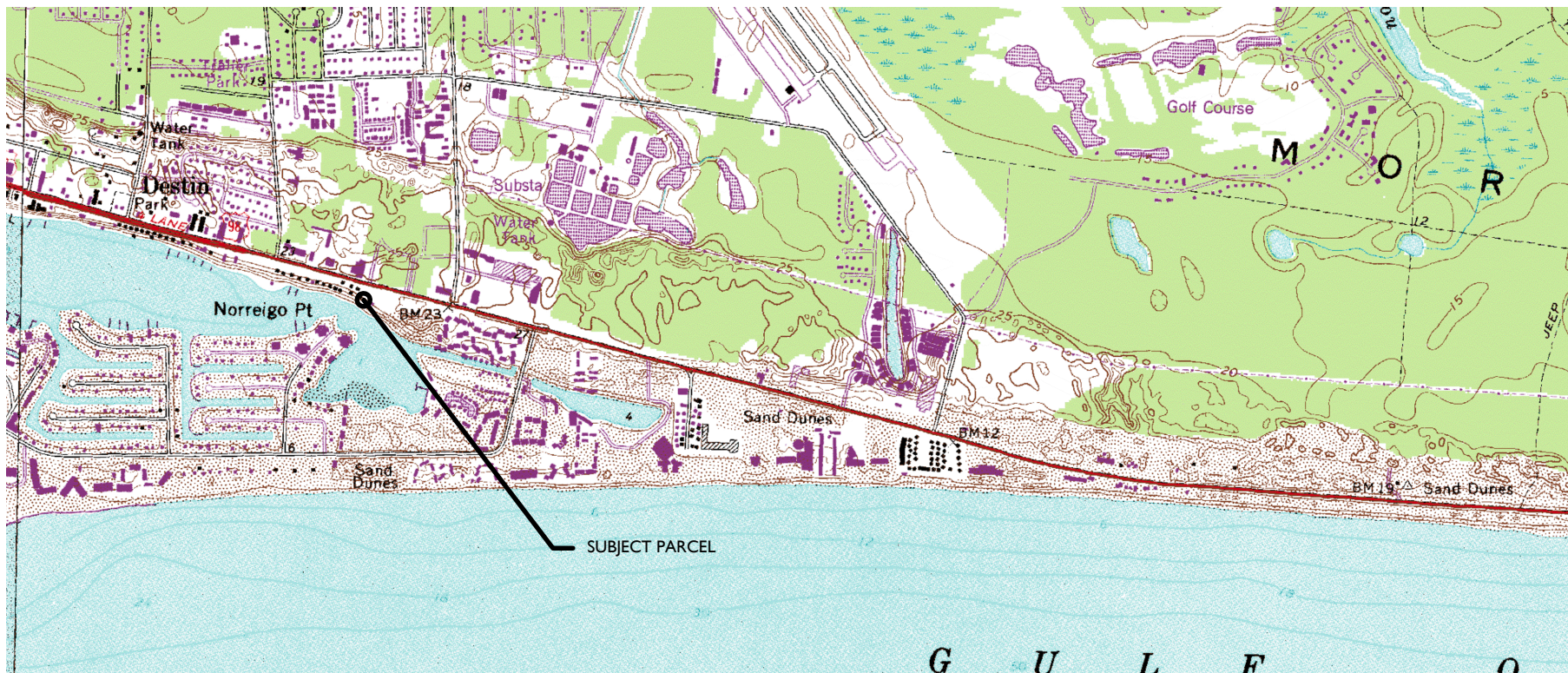
1. The time limit for completing the work authorized ends on **March 28, 2028.**

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner on the transfer form attached to this letter and forward a copy to this office to validate the transfer of this authorization.

5. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.



PROPERTY INFO

PID: 00-2S-22-0701-000M-0060
SITUS: 742 HARBOR BLVD
DESTIN, FL 32541
LAT: 30.3896376
LONG: -86.4872814

RECORD OWNER

ADEN SHANE & JENNIFER
742 HARBOR BLVD
DESTIN FL 32541

PROPERTY INFO

PID: 00-2S-22-0701-000M-0070
SITUS: 744 HARBOR BLVD
DESTIN, FL 32541
LAT: 30.3896430
LONG: -86.4871125

RECORD OWNER

MORRIS JAMES & JAN
981 HWY 98 E STE 3-411
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742-744 HARBOR BLVD, ADEN/MORRIS DOCK

SITE LOCATION & DRAWING INDEX

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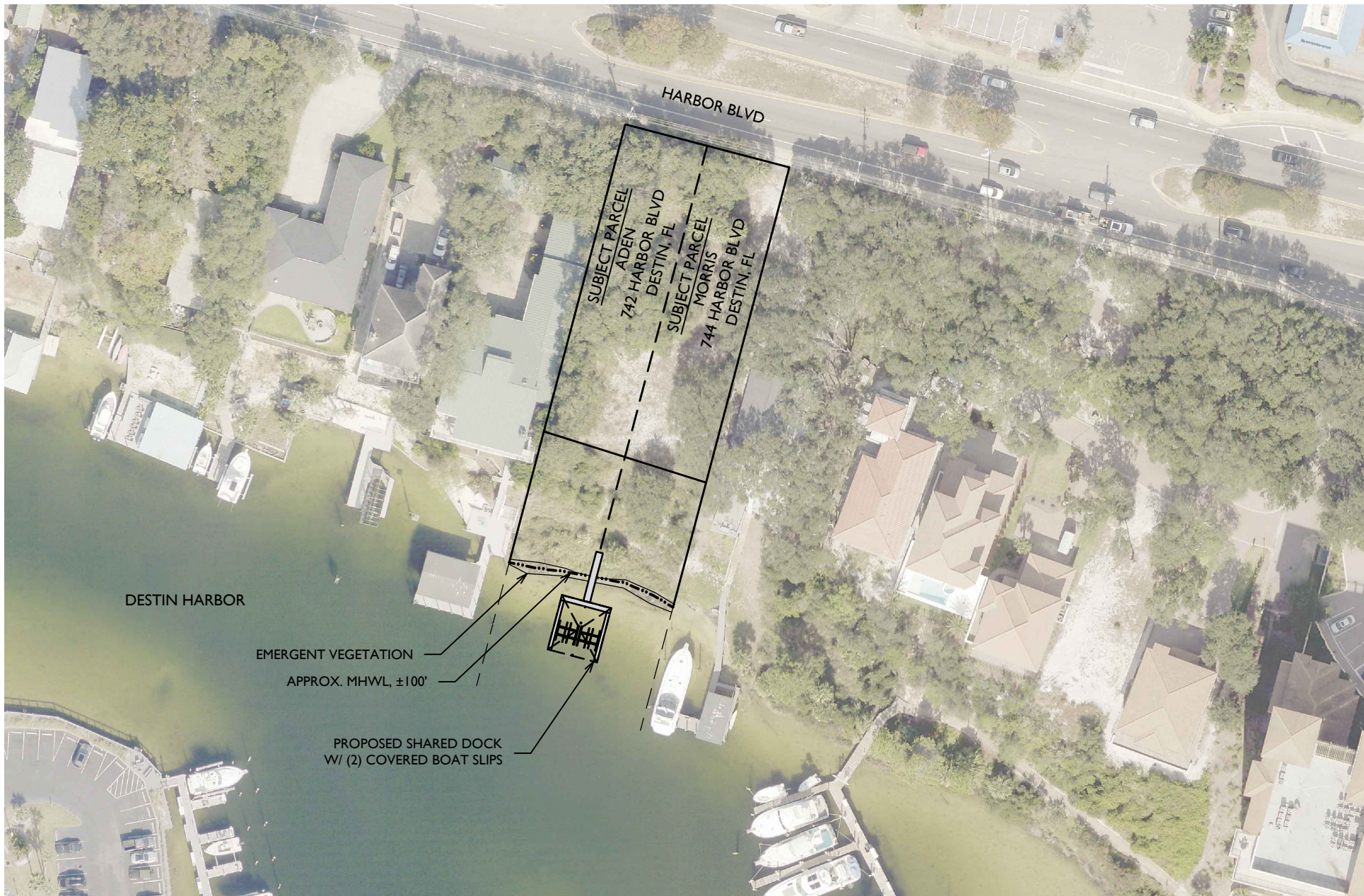
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SHEET: 1 OF 4

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM





742-744 HARBOR BLVD, ADEN/MORRIS DOCK

PLAN VIEW DEPICTED ONTO AERIAL

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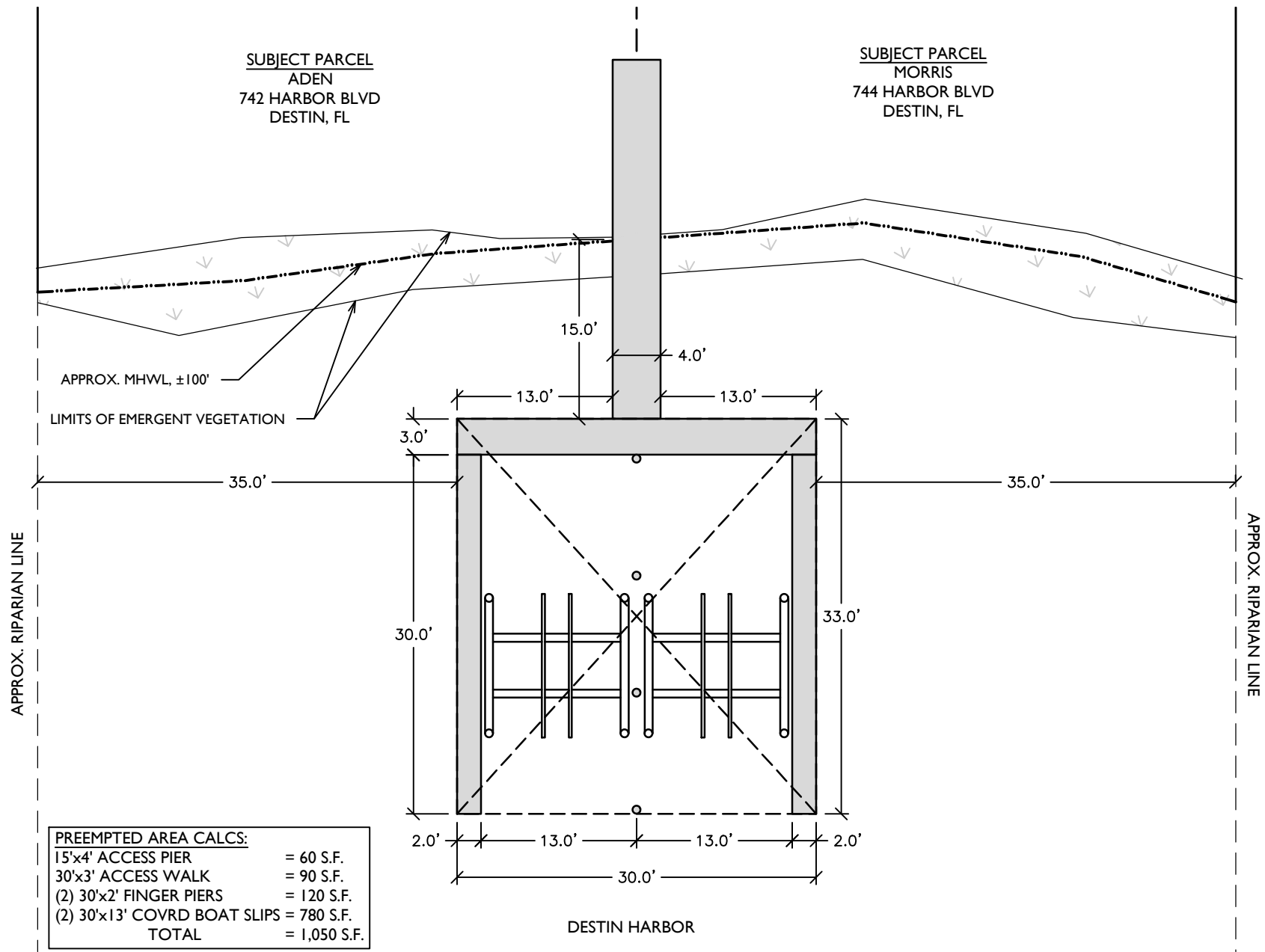
DRAWING DATE: 03.10.2025

SHEET: 2 OF 4

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM

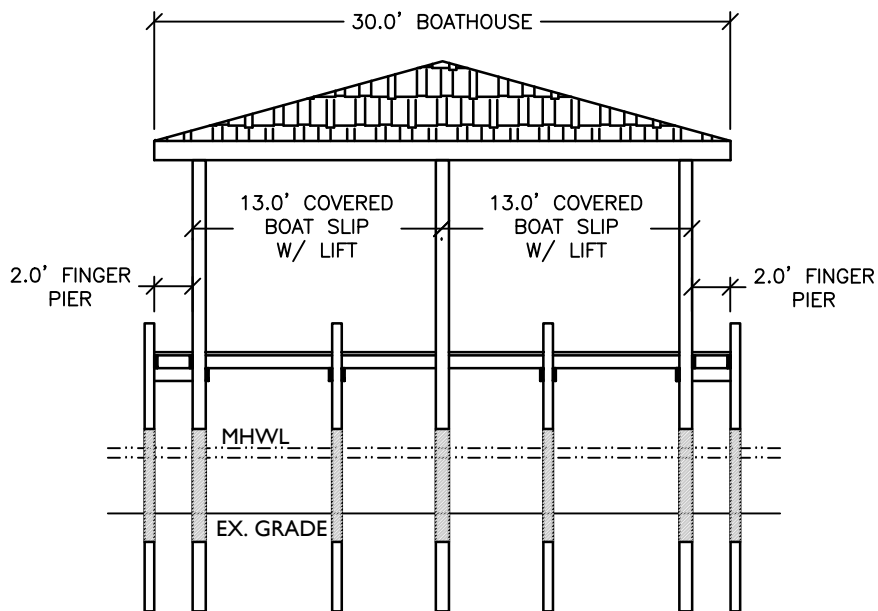
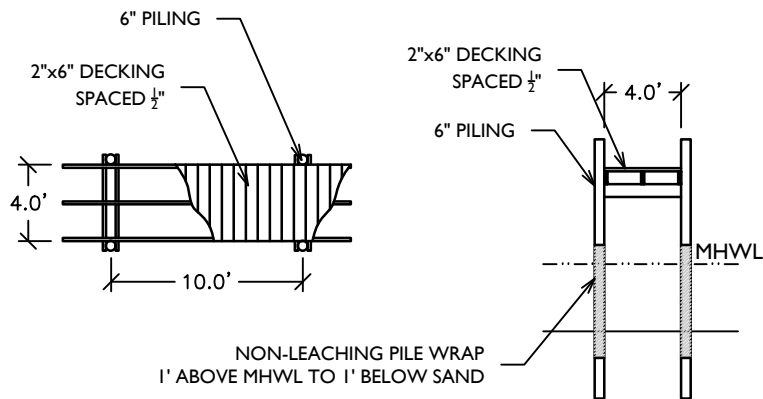
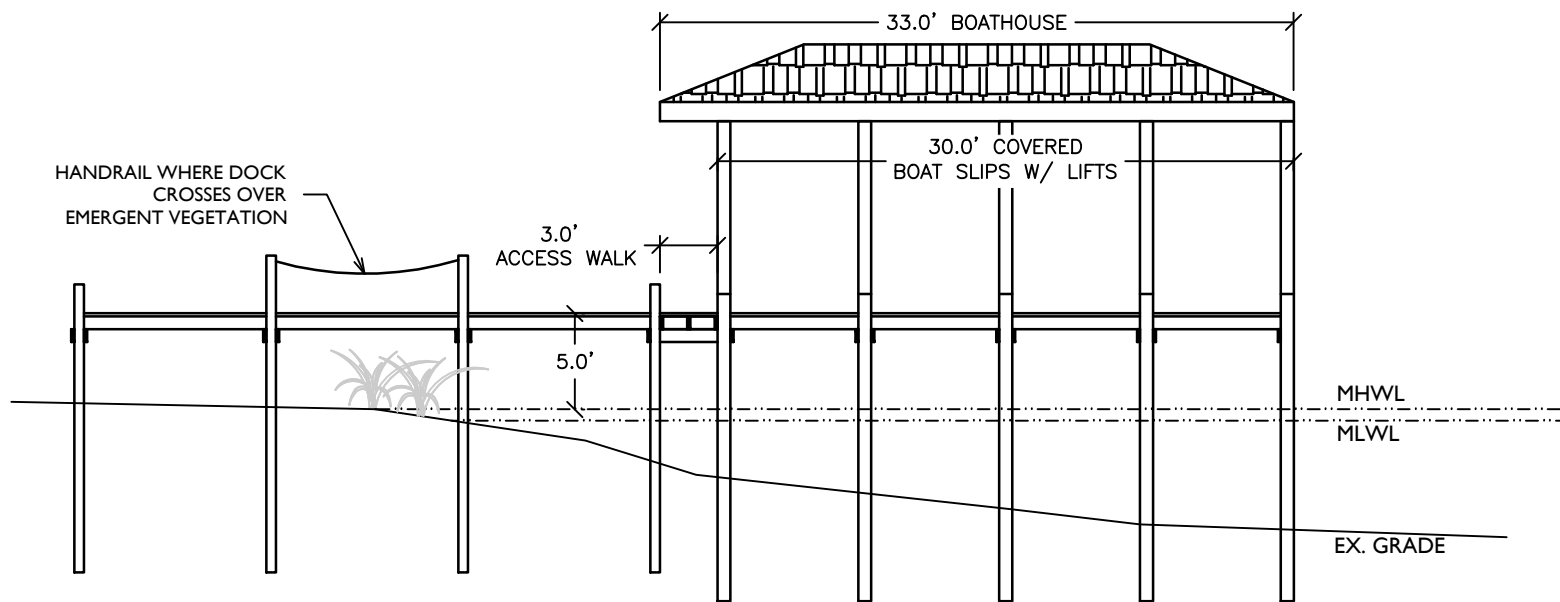




742-744 HARBOR BLVD, ADEN/MORRIS DOCK
 PLAN VIEW
 JOB NO.: 2025.009
 DRAWN BY: JAT
 SHEET: 3 OF 4

OAKHURST CONSULTING
 JASON@OAKHURSTCONSULT.COM





742-744 HARBOR BLVD, ADEN/MORRIS DOCK

PROFILE TYP.

JOB NO.: 2025.009

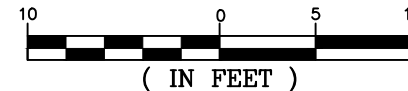
DRAWN BY: JAT

DRAWING DATE: 03.10.2025

SHEET: 4 OF 4

OAKHURST
CONSULTING

JASON@OAKHURSTCONSULT.COM



DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2025-00892

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to:

SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

(TRANSFEREE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

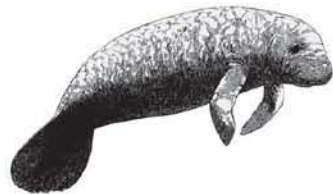
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



**Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in
or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service
November 2017**

Submerged Aquatic Vegetation:

1. Avoidance. The piling-supported structure shall be aligned so as to minimize the size of the footprint over SAV beds.
2. The height of piling-supported structure shall be a minimum of 5 feet above MHW/OHW as measured from the top surface of the decking.
3. The width of the piling-supported structure is limited to a maximum of 4 feet. A turnaround area is allowed for piling-supported structures greater than 200 feet in length. The turnaround is limited to a section of the piling-supported structure no more than 10 feet in length and no more than 6 feet in width. The turnaround shall be located at the midpoint of the piling-supported structure.
4. Over-SAV bed portions of the piling-supported structure shall be oriented in a north-south orientation to the maximum extent that is practicable.
5. a. If possible, terminal platforms shall be placed in deep water, waterward of SAV beds or in an area devoid of SAV beds.

b. If a terminal platform is placed over SAV areas and constructed of grated decking, the total size of the platform shall be limited to 160 square feet. The grated deck material shall conform to the specifications stipulated below. The configuration of the platform shall be a maximum of 8 feet by 20 feet. A minimum of 5 feet by 20 feet shall conform to the 5-foot height requirement; a 3 feet by 20 feet section may be placed 3 feet above MHW to facilitate boat access. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable.

c. If the terminal platform is placed over SAV areas and constructed of planks, the total size of the platform shall be limited to 120 square feet. The configuration of the platform shall be a maximum of 6 feet by 20 feet of which a minimum 4-foot wide by 20-foot long section shall conform to the 5-foot height requirement. A section may be placed 3 feet above MHW to facilitate boat access. The 3 feet above MHW section shall be cantilevered. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable. If the 3 feet above MHW section is constructed with grating material, it may be 3 feet wide.
6. One uncovered boat lift area is allowed. A narrow catwalk (2 feet wide if planks are used, 3 feet wide if grating is used) may be added to facilitate boat maintenance along the outboard side of the boat lift and a 4-foot wide walkway may be added along the stern end of the boat lift, provided all such walkways are elevated 5 feet above MHW. The catwalk shall be cantilevered from the outboard mooring pilings (spaced no closer than 10 feet apart).
7. Pilings shall be installed in a manner which will not result in the formation of sedimentary deposits("donuts" or "halos") around the newly installed pilings. Pile driving is the preferred method of installation, but jetting with a low pressure pump may be used.
8. The spacing of pilings through SAV beds shall be a minimum of 10 feet on center.
9. The gaps between deckboards shall be a minimum of ½ inch.

October 2002 - Grid Specifications and Suppliers Section modified to add an additional vendor of materials.

February 2003 – Manufacturer name changed from ChemGrate to FiberGrate

May 2003 - The terms dock and pier were removed and replaced by the term piling-supported structure, to clarify our intent.

March 2008 – Added requirement for 43% open space in grids; added additional manufacturer of grating.

November 2017 – Manufacturer of grated material updated to include Voyager Industries.

Marsh:

1. The piling-supported structure shall be aligned so as to have the smallest over-marsh footprint as practicable.
2. The over-marsh portion of the piling-supported shall be elevated to at least 4 feet above the marsh floor.
3. The width of the piling-supported is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.

Mangroves.

1. The width of the piling-supported structure is limited to a maximum of 4 feet.
2. Mangrove clearing is restricted to the width of the piling-supported structure.
3. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.

Grid Specifications and Suppliers

The following information does not constitute a U.S. Army Corps of Engineers endorsement or advertisement for any particular provider and is provided only as an example for those interested in obtaining these materials for piling-supported structure construction. Light-transmitting materials are made of various materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. **All light-transmitting materials used in construction for minor piling-supported structures shall have a minimum of forty-three (43) percent open space.**

A type of fiberglass grate panel is manufactured by SeaSafe (Lafayette, LA; phone: 1-800-326-8842) and FiberGrate (1-800-527-4043). A type of plastic grating is manufactured by ThruFlow Interlocking Panels (1-888-478-3569). Plastic grate panels are also distributed by Southern Pine Lumber Company (Stuart, FL; 772-692-2300). Grated panels can be obtained from Titan Deck/Voyager Industries (Brandon, MN; 877-207-4136; www.titandeck.net). Panels are available in a variety of sizes and thicknesses. For safety, the grate should contain an anti-slip texture which is integrally molded into the top surface. The manufacturer or local distributor should be consulted to ensure that the load-bearing capacity of the selected product is sufficient to support the intended purpose. Contact the manufacturer(s) for product specifications and a list of regional distributors.

October 2002 - Grid Specifications and Suppliers Section modified to add an additional vendor of materials.

February 2003 – Manufacturer name changed from ChemGrate to FiberGrate

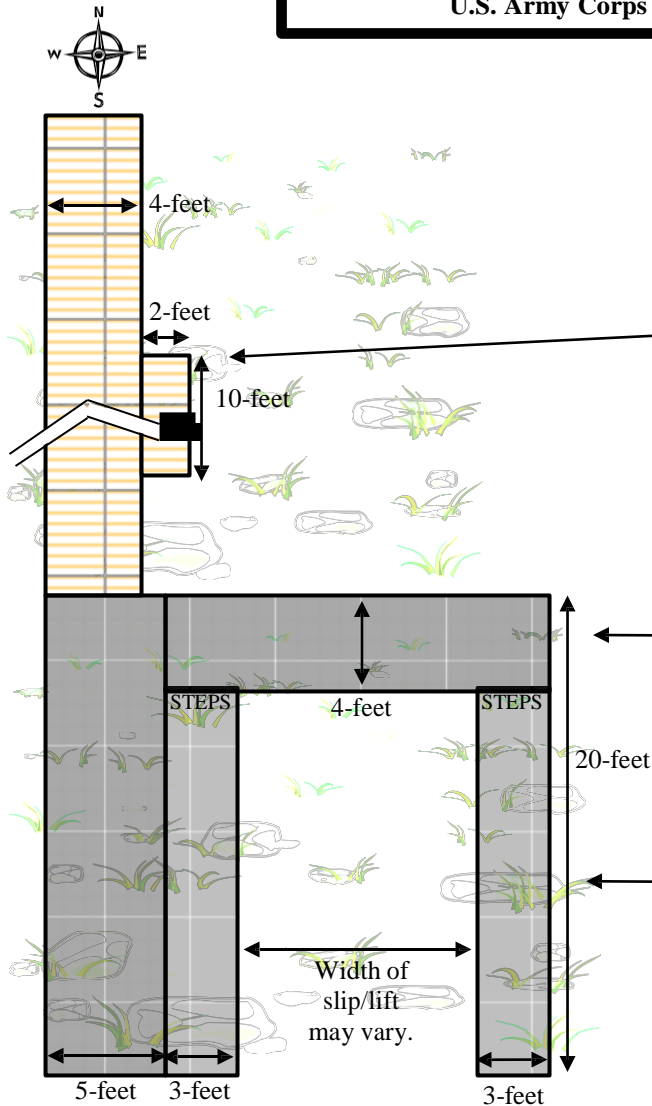
May 2003 - The terms dock and pier were removed and replaced by the term piling-supported structure, to clarify our intent.

March 2008 – Added requirement for 43% open space in grids; added additional manufacturer of grating.

November 2017 – Manufacturer of grated material updated to include Voyager Industries.

DOCK EXAMPLE — GRATED TERMINAL PLATFORM

Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service—August 2001



OVERHEAD PLAN VIEW

“GRATED DECKING”
 Means manufactured with a minimum of 43% open space.

Spacing of pilings through SAV beds shall be a minimum of 10-feet on center.

MIDPOINT TURNAROUND
 Only for docks over 200-feet long.

LIFT ONLY
 No roof.
 Vessel should be stored as high above MHW as possible.

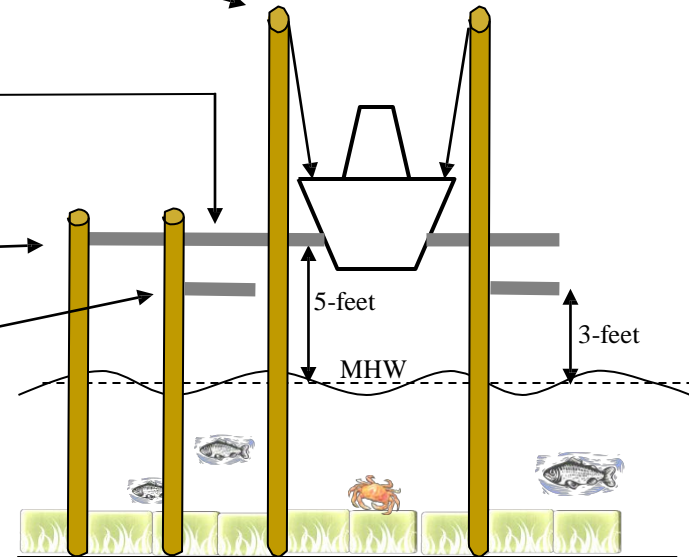
STERN WALKWAY
 Allowed if lift constructed.
 May be less than 4-feet wide if longer slip is needed.

MINIMUM HEIGHT
 No less than 5-feet above MHW

ACCESS CATWALKS
 3-feet wide if grated decking.
 3-feet above MHW to facilitate boat access.
 Cantilevered off main structures;
 no additional pilings.

NOTES:

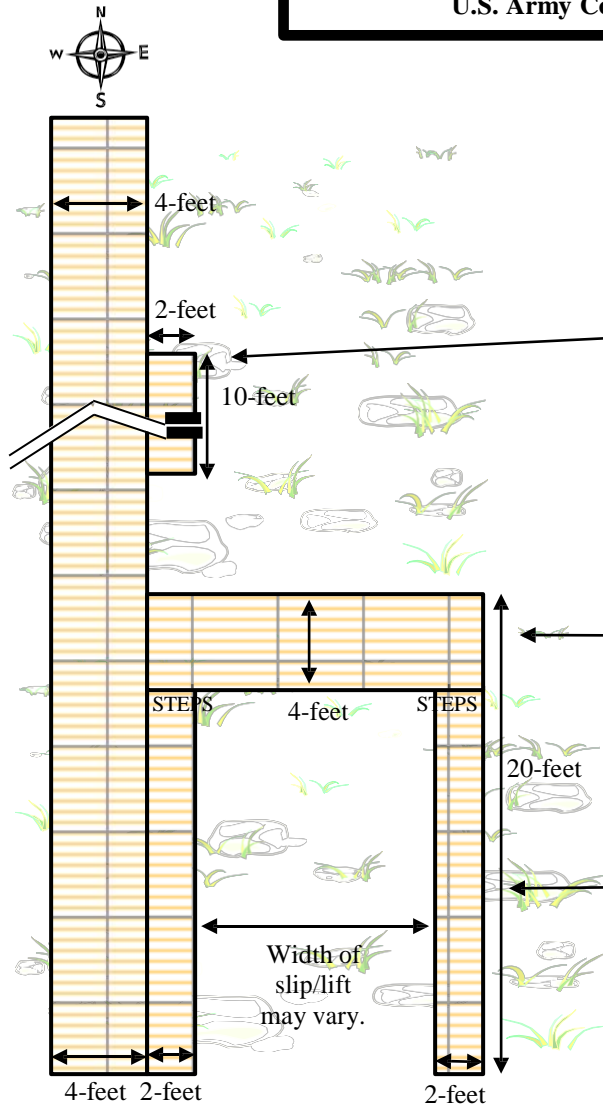
- Not to scale.
- All widths are maximum dimension.
- All heights are minimum dimension.
- Piling supported structures over SAV should be oriented north-south to the extent practicable.
- MHW = mean high water



FRONT PLAN VIEW

DOCK EX AMPLE — WOOD P LANK TERMINAL PLATFO RM

Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service—August 2001



OVERHEAD PLAN VIEW

The gaps between deckboards shall be a minimum of 1/2 inch.

Spacing of pilings through SAV beds shall be a minimum of 10-feet on center.

MIDPOINT TURNAROUND
 Only for docks over 200-feet long.

LIFT ONLY
 No roof.
 Vessel should be stored as high above MHW as possible .

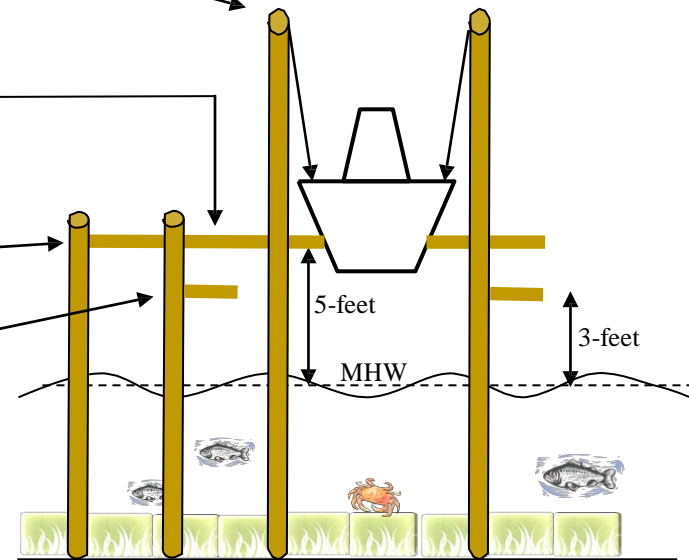
STERN WALKWAY
 Allowed if lift constructed.
 May be less than 4-feet wide if longer slip is needed.

MINIMUM HEIGHT
 No less than 5-feet above MHW

ACCESS CATWALKS
 2-foot wide if wood decking.
 3-feet above MHW to facilitate boat access.
 Cantilevered off main structures;
 no additional pilings.

NOTES:

- Not to scale.
- All widths are maximum dimension.
- All heights are minimum dimension.
- Piling supported structures over SAV should be oriented north-south to the extent practicable.
- MHW = mean high water



FRONT PLAN VIEW






**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, JAMES W. MORRIS am
presently the owner and/or leaseholder at 744 HARBOR BLVD, and desiring
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do
make, constitute and appoint WHAT'S UP DOCKS
whose address is 6062 STEWART ST. MILTON, County of SANTA ROSA state of FL,
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: SHARRED DOCK/BOATHOUSE @ 742 + 744 HARBOR BLVD

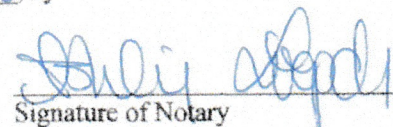
FURTHER, I do authorize the aforesaid Attorney-in-Fact to perform all necessary acts in the execution of
the aforesaid authorization with the same validity as I could effect if personally present. Any act or thing
lawfully done hereunder by the said attorney shall be binding on myself and my heirs, legal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

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

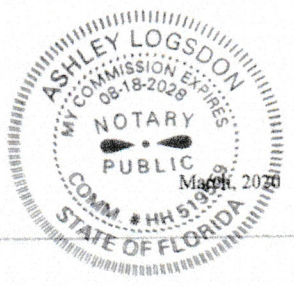
OWNER

Signature
JAMES W. MORRIS
Printed Name

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 22 day of May, 2025, by
(name of person acknowledging)
JAMES MORRIS


Signature of Notary
Ashley Logsdon
Printed Name of Notary or Seal

Personally known _____ OR Produced Identification
Type of Identification Produced Divers License



AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Jennifer Aden am
presently the owner and/or leaseholder at 742 Harbor Blvd Destin FL 32541, and desiring
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do
make, constitute and appoint WHAT'S UP DOCKS
whose address is 6062 STEWART ST. MILTON, County of SANTA ROSA State of FL,
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: SHARED DOCK/BOAT HOUSE @ 742 + 744 HARBOR BLVD

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

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

OWNER

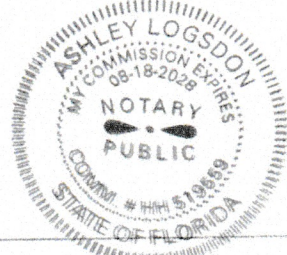
[Signature]
Signature
Jennifer Aden
Printed Name

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 22 day of May, 2020 by
Jennifer Aden
(name of person acknowledging)

[Signature]
Signature of Notary
Ashley Logsdon
Printed Name of Notary or Seal

Personally known _____ OR Produced Identification
Type of Identification Produced Drivers License



March, 2020



Community Development Planning Division

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

June 3, 2025

SUBJECT: Notification of Harbor & Waterways Board Application (HWB- 001616-2025) – Residential Marine Construction – 742 & 744 Harbor Blvd

Dear Property Owner:

This letter is to notify you of a Proposed Marine Construction Project at **742 & 744 Harbor Blvd**. The Marine Construction application requires Harbor & Waterways Board review and recommendation. **The application will be heard by the Harbor & Waterways Board at 5:30 p.m. at the Destin City Hall Annex, 4100 Indian Bayou Trail on June 26, 2025 (tentative).**

As an owner of property located near this project, *Destin Land Development Code (LDC) Sections 2.17.00 & 11.05.01.S* require a written notice providing you with the following information. This project proposes new marine construction in proximity to your property line; therefore, the City is requesting your input on the matter. If you would like to provide any comments you may respond by sending an email to the email address listed below, or by appearing before the Harbor & Waterways Board at the meeting.

This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to the email address provided below.

1. Name of Owner: James W & Jan D Morris, Shane & Jennifer Aden
2. Name of Agent: What's Up Docks LLC
3. Address of Project: 742 & 744 Harbor Blvd
4. Parcel ID Number: 00-2S-22-0701-000M-0060; 00-2S-22-0701-000M-0070
5. Project Description: Construction of a new shared access pier, access walk, two finger piers, and two covered boat slips with lifts.
6. Location of Application Package: To request that a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a Public Records Request (PRR) online: <http://www.cityofdestin.com/forms.aspx?fid=121>

If you have any questions or concerns regarding this letter, please do not hesitate to contact me at (850) 842-4669 or via email at planning@cityofdestin.com.

Sincerely,

Ashley Dominguez
Planner



CC: David Prichard, Community Development Director
Planning Project File