

**REGULAR MEETING
DESTIN CITY COUNCIL
MAY 4, 2020
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Teamwork*****

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL *(Matters not specifically listed on the agenda may be added and acted upon with a super-majority vote of the Council members present and eligible to vote on the matter)*

1. APPROVAL OF MINUTES

A. Approval of minutes of February 24, 2020 City Council Workshop

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS (No public comments)

A. Proclamation - Code Enforcement Officers' Appreciation Week

B. Harbor Blvd Landscaping - Candidate Plant Species - Ms. Pam Miner, Atkins Engineering

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA (All agenda items other than those under Number 5)

(Note: Individual speakers will be limited to 3 minutes. At the discretion of the Mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

4. CITY MANAGER REPORTS

A. Capt. Royal Melvin Heritage Park - Update

B. US98 Median Revitalization - East Pass Bridge to Airport Road Update, Letter of Support and Intent

C. FFY 2019 Byrne Grant Funding - 51% Letter of Support

D. Livery & Beach Vendor Registration

E. Announcements

5. PUBLIC HEARINGS

A. Second reading of proposed Ordinance 20-07-CN - Providing for abandonment of a meandering portion of Harbor Lane right-of-way

6. *CONSENT AGENDA (No public comments)

A. Annual renewal of Contract with 3TP Ventures, Inc for Planning Consulting Services.

B. Extensions 3 and 4 to the Amended Declaration of State of Emergency

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY (No public comments)

A. Councilmember Braden

1. Harbor Blvd Streetscape

B. Councilmember Ramswell

1. Submerged Land Lease

C. Councilmember Menchel

1. Fiscal Year 2019 Edward Byrne Grant. 51% Letter of Support

D. Councilmember Overdier

E. Councilmember Marler

F. Councilmember Destin

G. Councilmember Morgan

1. Coleman Lake Outfall

2. Reopening of City Parks

H. Mayor Gary Jarvis

I. Land Use Attorney

1. Pointe Mezzanine Land Use Litigation - Proposed Agreement

J. City Attorney

8. PUBLIC COMMENTS

A. Written Comments from the Public - (Harbor Lane Quasi-Judicial Hearing)

B. Written Comments from the Public (Received while meeting is in progress)

ADJOURNMENT

All items listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and may be considered separately.

****To be placed on the Agenda under scheduled presentations, citizens must contact the City Manager or City Clerk's office one (1) week prior to the scheduled City Council Meeting by completing a Speakers Request Form and providing any accompanying documentation as requested in the form's instructions.**

***** Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council, or the City staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation**

that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

If a person decides to appeal any decision made by the Council with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105.

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242.

Personas con discapacidades que necesitan asistencia o personas que necesitan ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

Note: Persons who wish to provide public comments on agenda items are requested to fill out a blue speaker card and submit it to the City Clerk at the start of the meeting.

Persons who wish to provide public comments on any other matters not on the agenda are requested to fill out a yellow speaker card and submit it to the City Clerk at the start of the meeting.

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel, www.youtube.com/CityofDestin. Past council meetings can also be viewed here.

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**MINUTES
SPECIAL WORKSHOP
DESTIN CITY COUNCIL
FEBRUARY 24, 2020
ANNEX COUNCIL CHAMBERS
6:00 PM**

The Council of the City of Destin met in special session with the following members and staff present:

Destin City Council

Mayor Gary Jarvis
Councilmember Cyron Marler
Councilmember Parker Destin

Councilmember Steven Menchel
Councilmember Skip Overdier
Councilmember Prebble Ramswell

Destin City Staff

City Manager Lance Johnson
Public Information Manager Catherine Card
Community Development Director Louis Zunguze
Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
Deputy City Manager Webb Warren
Parks & Recreation Director Lisa Firth
City Attorney Kyle Bauman

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 6:00 PM, followed by the recitation of the Pledge of Allegiance.

WORKSHOP

A. Proposed Destin Community Events Center

1) The Mayor read the following statement for the record:

“Thank you, Council members and citizens. Why have I asked for this workshop? To explore the possibilities to fund and build a transformational development in the heart of Destin. Let’s start with the past and go into the present. Thirty years ago, the present DCC was built on the same property and location of the original DCC built in 1947 on 4 acres of land donated by Tyler Calhoun. Then in 1947, its location was at the center of the community and it was built after 54 residents of then Destin voted to build the meeting house. They built that first center for \$8,200 by Docie Bass of Fort Walton Beach. I remember as a young deckhand in 1978 doing fish fries, going to deep sea rodeo pageant and awards banquet attended DCBA meetings; and I also went there to vote for over a decade before the present one was built. In 1988, when the decision was made to replace the old meeting house, again folks were in favor due to the fact that Destin had grown from a village of 54 people to a city of 8,000, and the old house had outlived its usefulness and ability to meet the needs of the growing City of Destin..

Today we have a 30-year-old, 18,500 square foot building that houses a regulation size gym, small stage, 5 meeting rooms and a game room. It serves approximately 90,000 people a year and after walking through it during the craft show last week to see how it is holding up, it shows that it is in need of a major upgrade to say the least.

When the present DCC was built, we had a population of 8100 residents, and Destin today has doubled that with approximately 14,000 permanent residents. When you add the unincorporated communities inside the City of Destin footprint, it is over twice as large. Also, unlike 30 years ago, the development and residential areas of Destin have changed. The present DCC is now on the far west of town (not so in 147) and in need of major improvements, with inadequate parking in the worst traffic gridlock area of Destin.

Let me share what else we have today; and a huge reason I am sharing this with you is we have today in 2020 a 20 acre piece of property that is located at the gateway to our town center community redevelopment area (which is special taxing district that is set up to encourage (key word) redevelopment. This piece of property is also located virtually dead center in the City of Destin's most populated residential communities. It is also located in an area that allows our citizens to access it from the back roads without getting onto Hwy 98 even though there is Hwy 98 access. That 20-acre property is, and has been, an eyesore and completely underutilize for close to two decades. At some point, if we do not build a transformational facility that the City controls and develops, then we can only assume that private investment will bring us another 500 to 600-unit apartment complex or another swing at a shopping center; neither of which is the intent or wishes of previous councils who established the Town Center CRA in the first place. My dream and this proposal would be that we create a transformational development that, along with some of the other initiatives this Council has begun, we truly create the engine that makes redevelopment a norm not a dream.

Since I was elected along with this Council sitting on the dais, so much improvement to this City and for the citizens has taken place. To all of you I say job well done. This Council has made changes to the leadership of our departments and staff, modernized how they can do their jobs, created a new visionary comprehensive plan, and fixed the zoning and FLUM maps. You have gone all in on public beach access initiative. We have a working vision and actual effort to underground our utilities, and you have continued to work on traffic, connectivity, road and pedestrian safety, and supported the vision of many parents to have a new Destin High School. You have put your personal and our Council's vision to work. Some of it is done and much of it remains to be completed; and most of it soon. You have made personal attempts and successful accomplishments to make Destin a special place to live.

So now with this I will close and turn it over to a couple of guests to share some possibilities and my vision for Destin. I make no apologies for thinking big and aiming high. My vision is to create a transformational facility that will serve not only Destin, but Okaloosa County and the entire Panhandle for the next 30 years. It will spur redevelopment for our harbor and Town Center CRA and tax revenues that will stay in Destin, for Destin. It will serve the residents of our City 7 days a week, 365 days a year. It will promote sports of all types and healthy lifestyles for our kids and adults. It will create jobs, provide economic opportunity in the shoulder seasons with big time entertainment, sports tourism and conventions, and create the type of community for residents and visitors alike that will

*make them want to stay in Destin whether for a day or forever. We will no longer be a pass-through City but a **stay here City**.*

2) Presentation: Mr. Jay Patel, CEO Nashbuilt

Mr. Jay Patel spoke of working with Escambia County to replace the Bay Center and the Field House using certain types of funding to meet the economic impacts. He mentioned he is also a developer of hotels all over the State of Florida; and that their goal tonight is to find out what the City of Destin really wants so they could go back and create a model that fits the City this size and then come back with something that is palatable.

3) Presentation: Mr. Rick Kozuback, CEO International Coliseums

Mr. Kozuback discusses his goal to facilitate a vision and help the community gets what they need and want. He provided a brief overview of his company's mission and the different types of projects they can do for a community, which he had previously presented to this Council. He discussed working with other communities with vacant properties, similar to those in Destin which they have used to create a transformational building with multi-events center, shops and hotels that suit the needs of the community and enhance the quality of life of its citizenry. He stated there is a significant chance to do just that with the property in Destin that the Mayor spoke of earlier; and that they are available to guide the City through the process. He also suggested conducting a study to determine if this initiative is worth exploring; and if so, how they could achieve their goal.

Council member Ramswell inquired about costs and availability of funding.

According to Mr. Kozuback, a study would have to be conducted first to determine exactly what this Council and the citizens want and what they feel is good for the community. He then provided an example of a \$40 million project, a public-private partnership which they have previously shown to the Council. He added they would be looking at the Triumph Grant like they are doing in Pensacola to find a way to lessen the burden on government and development.

Councilmember Overdier spoke of the Escambia County's project, which is one of the models that have been provided to the Council. He noted that a feasibility study was conducted for the project. He wanted to know the cost to conduct such a study.

According to Mr. Kozuback, lenders would require an independent third-party study done to justify the cost for such an initiative. The study would also determine the impact of the project to the community.

Mr. Patel explained he has been involved with the Pensacola project. He stated that the hotel industry was very concerned over the state of the economy during the slow season from August through February, and so they worked a deal with Escambia County. They raised funds to help pay for the study, which cost \$125,000. It was quite an in-depth study that determined the project's impact to the community to include the different businesses. He estimates that the study for the City of Destin could cost anywhere from \$25,000 to \$125,000, depending on what the community wants. The study is also critical for Triumph funding. They will not approve any project without a feasibility study being conducted.

Councilmember Marler suggests they address their major traffic and parking problems first before they consider a project of this magnitude. He also stated that the idea of an ice rink may not be suitable in Florida because the cost of refrigeration and everything associated with it could be quite expensive.

According to Mr. Patel, the City of Pensacola had a similar problem with parking. But they were able to find the funding to build parking spaces for them; and since they were building the two facilities, they proposed the placement of 3000 parking spaces within the same footprint. They also proposed a trolley system that would run throughout the City during the day and evening that would pick up people from the parking locations and shuttle them around town to include the beaches. He added that the trolley system would also work for the City of Destin.

Next, Councilmember Marler noted that Okaloosa County has been having difficulty organizing events at their own convention center. He asked how they could expect the City to be able to schedule events at their facility assuming they get the funding for the event center.

Mr. Kozuback stated that there really is no comparison. What they are proposing for the City is a multi-purpose building designed and built for several different venues. A convention center is a flat surface facility designed and built to cater to conventions. This multi-purpose facility will be privately managed by the development team, and that the responsibility for production is up to the management team. They would not be asking the City to subsidize a multi-purpose events center. He added they are hoping to build a facility that would accommodate the community's needs today and into the future.

Councilmember Menchel noted that the City is already involved with Triumph requesting funding for their number one priority which is public beach access; and that they have already put up some money as a signed of good faith with Triumph. They could be competing against themselves if they also request funding for the events center. He asked what could happen if they were unable to obtain Triumph funding for the events center.

According to Mr. Kozuback, the developer of the project is responsible for putting up the required funds up front as they are doing in Pensacola, which is an \$80 million project; and that they applied for \$25 million Triumph funds on the original application.

Mr. Patel states that the project is not directly predicated on the Triumph funding. The developer puts up the whole amount up front and takes all the risks. He continued that the City would be competing for funding, however, they do not believe there is a budget issue with Triumph. Triumph is simply looking for projects that meet the qualifications. The developer is responsible for determining whether the project qualifies for funding by meeting Triumph's 10 criteria for funding.

Council member Destin noted that the location the Mayor was proposing is currently privately owned, with a price range of \$15 - \$20 million; adding they need to keep this in mind as it is a significant part of this discussion. He also noted that certain types of public bond debt require a referendum. While this proposal is located in an existing CRA, he would like the City's attorneys to determine if they would still need to go to referendum if they issue this type of debt and to provide a response the next time they discuss this matter.

4) Public Comments

At this time, the Mayor opened the floor for public comments.

Mr. Brian Malloy, a Destin resident, requests they include pickleball courts with any plans for new recreational facilities; adding there are no designated pickleball courts in the City other than the two courts at Buck Destin Park. He also spoke of the lack of sports facilities in the City for people above the age of 50, and that sports like pickleball provide physical activity and much needed social interaction, which is very important to people's mental health. He added that Fort Walton Beach has several indoor and outdoor pickleball facilities and people are going there to play and taking business away from the City.

Ms. Marcie Bell, a Destin resident, asked if the proposal for the new event center include closing the current Community Center.

The Mayor noted it is not part of the plan at this time; adding it is a new transitional center plan that is still several years into the future.

Ms. Bell suggests they consider building a community pool in the event something happens to the old YMCA pool. She also recommends the company proposing the events center to purchase the land, build and manage the facility and not spend the City's taxpayers' dollars.

Mr. Jason Klosterman, a Destin resident, expressed support of this initiative stating that the existing community center is over 30-years old and does not serve the citizens of today as it did before. There are also a lot of sporting events that could take place on top of the ice rink and the center would include a platform that could accommodate other events such as a concert. He added that the future Destin High School could also hold sporting events at this facility.

Mr. Shane Moody President and CEO of the Destin Chamber of Commerce, expressed his support for the new events center in Destin, stating that the CRA is created for this type of project. He also stated that sports tourism is now quite popular and if Destin does not get on board with a larger sports center, they would be losing out on tourism dollars.

Mr. Bill Reddington, a Destin resident, stated that the City should provide the citizens information on how much it would cost them in terms of taxes before a decision is made on the proposal for a new events center.

Councilmember Destin reiterated that if they decide to go forward with this initiative, the property acquisition alone would cost \$15 - \$20 million. Though the developer is willing to put up the whole amount for the project up front and operate the facility, they are not clear about the City's relationship with the company and the City's responsibility with regards to the debt especially if the project fails.

According to Mr. Patel, they are not dodging the question on cost. They first need to determine exactly what the City wants and whether the City is willing to move forward with the project before they could provide a full-blown proposal with regards to the cost. They would need to create a model showing available funding for the project. The feasibility study would also help

determine the cost. They would then weigh the pros and cons and determine what works and not work for the City. Since the company takes the risk of the operation, they would also need to consider the effect of a recession or severe weather that could affect the business and create an emergency fund. They would like to take some of the areas and lease them out, and the lease payment goes back to the City who then set it aside for emergency. They provide the proposal to the City, and the City could then decide whether to accept the proposal

Council member Menchel noted there is only one piece of property in the City they could realistically utilize for this project, and there is no guarantee it would be available when the time comes. He asked how they could overcome this obstacle.

Mr. Patel stated that the property in question has been in the market for 12 years, and that he understands the fact that if they cannot secure this site, they cannot move forward with the project. He suggests getting the owner of the property involve in the early stages of the project and exploring some business opportunities with them. Find out if they want to get involved with the project or if they strictly want to sell the property.

The Mayor stated that this project could be a catalyst for future development on Main Street and Airport Road.

Councilmember Ramswell stated that she is friends with the owner of the property and has recently spoken with him. The owner informed her that he has two serious offers on the property. They are asking for about \$18 million for that parcel. He also informed her that they received an inquiry about a sports center a few months ago but there has been nothing more since then. Councilmember Ramswell also stated that if they factor in an additional \$20 million for construction of the facility, the cost for the project would be about \$40 million.

Councilmember Ramswell also spoke about the viability of building such a facility in Destin. They are building something similar to what they already have in Pensacola, which means it would be a direct competitor to Destin. She continued that most feasibility study is based on 200-mile radius, and they are clearly within that space. The other factor they need to consider is the Emerald Coast Convention Center located near Destin. Millions of dollars have already been spent in marketing efforts, but they are still having difficulty promoting and scheduling events at that facility.

Mr. Kozuback stated he would not comment on the way that facility is managed and operated, but a typical convention center is designed for conventions, conferences and meetings. There is probably a limited demand for it on that size of a space. He continued that the viability of the sports facility relative to Pensacola is more synergistic than a competition. The types of events they hoped to be managing in these properties would be utilizing each other. With regards to the concert business, if they have the same management company managing both facilities, they could probably negotiate a contract to have the concert play in both places.

Council member Ramswell asked what they could expect to have in terms of the number of visitors to the sports center annually.

According to Mr. Patel, it would be hard for him to speculate without a feasibility study; however, in the course of the sporting and concert events they could entertain, they could expect approximately 500,000 visitors per year.

Councilmember Ramswell wonders where they could house all these people if this estimate is correct since their hotels are usually filled for most of the year.

Ms. Peggy Vinson of Vinson's Investment Properties stated that the price tag for the 20-acre property discussed earlier was \$15 million, not \$20 million. She also stated that she has had the vision for a Destin events center and skating rinks approximately 8 months ago and that she had worked very hard trying to make it come to fruition. She stated that she had a meeting with the owners of the 20-acre parcel on February 12th, and that the owners knew her and her company. She had provided the deed of the property to Mr. Patel. She has also written a letter to the Mayor several months ago stating that if they go this far with this project, her company would be the procuring cause of the sale.

Mr. Ken Wampler, a Destin resident, stated that an events center would be great for the City. They cannot compare it with the Emerald Coast Convention Center because there really is no comparison because the events center has an entirely different mission. They do not have a place like it currently, and that there is all source of funding for such a facility. He also believes there is a way for the TDC to assist with the funding if the City decides to move forward with it.

Ms. Lori Sanders, a Destin resident, asked if they could survey the residents to find out what they think the community really needs. Some ideas have already been brought up such as the trolley system, boat shows, wine festivals, pickleball tournaments, high school sports and childcare centers.

5) Closing Comments from the Council Members

Councilmember Ramswell noted they have previously discussed having some sort of a focal point at the center of town. An events center would be phenomenal; however, she has serious concern about feasibility and viability.

Councilmember Menchel stated his only concern with regards to the event center is money, and he hopes they would be able to work things out. He also looks forward to getting more information as to what is in it for the City and what they would owe.

Council member Overdier stated he is very much interested in the feasibility study; adding he would fully support the project if it is proven to be feasible. He believes it could be transformational for the City of Destin for the next 20-50 years.

Council member Marler stated that he is also interested in the feasibility study for the events center, and that he is also still pushing for the City to build parking garages.

Council member Destin stated that he is open to continuing the conversation regarding the events center, what it is going to cost, and who is going to bear the whole or partial burden with obtaining the feasibility study. He also would like to have an answer to his question whether it would require a referendum vote if a bond debt is issued. With regards to the pickleball courts, it is a conversation he would like to continue and requested that the issue be placed on the March 2nd City Council meeting agenda.

Mayor Jarvis stated that the event center is a facility that will promote healthy living across the community. It will provide entertainment and life events that will stay with families forever. It will be a catalyst for development or redevelopment, of which the CRA district is in dire need. They always have challenges and always have tough decisions to make. This is a decision that would benefit the community long after their terms of office expire.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:40 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk



City of Destin

Proclamation

CODE ENFORCEMENT OFFICERS' APPRECIATION WEEK

WHEREAS, Code Enforcement Officers provide for the safety, health and welfare of the citizens in this community through the enforcement of building, zoning, housing, animal control, fire safety, environmental and other codes and ordinances; and

WHEREAS, Code Enforcement Officers are often not credited for the jobs that they do in saving lives and improving neighborhoods; and

WHEREAS, every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and

WHEREAS, too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and

WHEREAS, Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and

WHEREAS, the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local government to honor and recognize their Code Enforcement Officers.

NOW, THEREFORE, I, Mayor Gary Jarvis, on behalf of the Destin City Council, do hereby proclaim the week of June 1-5, 2020 as

CODE ENFORCEMENT OFFICERS' APPRECIATION WEEK

in the City of Destin, Florida, in accordance with the statewide observance of the same and encourage the citizens of Destin to join this Council in expressing appreciation for the dedication and outstanding service provided by the individuals who serve as our Code Enforcement Officers.

SO, DONE THIS 4TH DAY OF MAY 2020

BY:

Gary Jarvis, Mayor



CRAPE MYRTLE



SABAL PALM,



MUHLY GRASS



MINIMA JASMINE



LIGUSTRUM



RIBBON PALM



PURPLE PIXIE LOROPETALUM



SCHILLINGS DWARF HOLLY



LIVE OAK
(If current design standards and existing conditions allow)



LITTLE GEM MAGNOLIA
(If current design standards and existing conditions allow)



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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 4, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM: Lance Johnson, City Manager

DATE: April 30, 2020

SUBJECT: Capt. Royal Melvin Heritage Park - Update

I. BACKGROUND: On April 24, 2020, City of Destin received approval from Okaloosa County to rebid the project. Request for Proposals (RFP) No. 20-08-REC was published the same day (April 24) to the City of Destin website, Okaloosa County purchasing website, Northwest Florida Daily News, Pensacola News Journal, Governmentbids.com, and Demandstar.com.

The bid opening is scheduled for Thursday, May 28, 2020 at 2:00 p.m., CST.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 4, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager**FROM:** Michael Burgess, Public Services Director**DATE:** 04/23/2020**SUBJECT:** US98 Median Revitalization - East Pass Bridge to Airport Road Update, Letter of Support and Intent

I. BACKGROUND: The Florida Department of Transportation has initiated a plan to revitalize the medians of US98 between the East Pass Bridge and Airport Road. Planned efforts can include: removal and replacement of turf, removal and replacement of shrubbery and other groundcover, and possible enhancements to the existing irrigation system.

II. DISCUSSION: Staff met (via conference call) with representatives of FDOT, AECOM Engineering and Atkins Engineering on Tuesday April 21 to discuss the project's scope, new design criteria and the project's now compressed timetable. The 90% is due to FDOT by the end of May.

During this call, staff from FDOT, AECOM and Atkins repeatedly emphasized the need for a "plant-palette" to be selected by the City as soon as possible. This plant palette will include those varieties of turf grasses, shrubs, etc. the City would like to see throughout this corridor. The FDOT has provided a selection of plant material that it would recommend for this project. It is provided as ATT1.

Staff met on-site with AECOM and Atkins staff on Wednesday April 22nd to conduct a field survey and assessment of the medians in their current condition. They provided the following verbal recommendations and made a few requests as follows:

1. The existing trees can remain in place if the City so chooses. The vast majority of these trees are Crepe Myrtles that are in good shape. Some of the

smaller trees (not Crepe Myrtles) within the project area have been either damaged or appear to be distressed.

2. They recommended that all of the shrub material within the medians be removed and replaced. Florida Native species are preferred.
3. They recommended that all of the turf material be removed and replaced. Florida native species are preferred. The use of Bermuda grass was discouraged.
4. They requested that once the four well pumps that are being repaired are reinstalled that pressure readings be taken so that their engineers can assess the capacity of these systems and and possibly design modifications to the existing layouts.
5. They requested that the City select plant material as soon as possible.
6. Staff requested that a selection of plant materials be forwarded to the City for its consideration. (ATT1)
7. Destin Staff requested that as part of this project that electrical service be provided to each of the medians to support possible night-time tree lighting and Holiday Lighting & Decorations.

The FDOT requires the City to provide a Letter of Support and Intent (ATT2) for the long-term care of this project once completed with the understanding that the survival of all added and/or replaced plant material will be the responsibility of the contractor during a two-year warranty period.

A. Link to Strategic Goals / Objectives: Goal 6: Effective, Efficient and Aesthetically-Pleasing Infrastructure

Objective 6A: Beautify the City's street through landscaping, streetscaping, street lighting and attractive signage.

B. Effect on Budget (EOB): This project will funded by the Florida Department of Transportation. There are no recommendations at this time to expend any City funds to support this project other than Staff hours and to make repairs to the existing irrigation system.

C. Level of Service (LOS): This median revitalization project will beautify the SR30/US98 corridor and will provide enhanced vehicular and pedestrian safety through the use of materials that comply with current FDOT design standards and plant height restrictions.

III. CONCLUSION: Providing FDOT with the attached Letter of Support and Intent to maintain the medians post-construction will allow the City to play a primary role in the design of this project.

IV. RECOMMENDED MOTION: I move that the Mayor be authorized to endorse the attached Letter of Support and Intent and forward it to the Florida Department of Transportation as soon as possible.

Attachments:

1. ATT2: Letter of Support and Intent,
FDOT Median Revitalization Project
2. FDOT D3_DESTIN_Candidate Plant
Palette



Office of the Mayor

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | Fax: 850-837-3267 | www.cityofdestin.com

Dustie Moss
District Landscape Project Manager/
District Wildflower Coordinator
Florida Department of Transportation (FDOT)
(via email)

May 5, 2020

RE: FPID: 445907-1-52-01 SR 30 (US 98) from Harbor Boulevard to Airport Road

Ms. Moss:

Please accept this letter as the City of Destin's commitment to maintain the landscape along SR 30 (US 98) from Harbor Blvd to Airport Road. We understand this project has a \$1,000,000.00 construction funding budget and will let in March 2021. We also understand once constructed, a two-year establishment will be in place by the contractor and once that two-year period has passed, the City of Destin will assume maintenance. Prior to construction it is our understanding a legal Maintenance of Agreement (MOA) will be sent to the City for review and approval.

We are excited about the opportunity to landscape this corridor and are committed to maintenance. If you have any questions or need any additional information, please do not hesitate to contact me.

Respectfully yours,

Gary Jarvis
Mayor
Destin, FL



CRAPE MYRTLE



SABAL PALM,



MUHLY GRASS



MINIMA JASMINE



LIGUSTRUM



RIBBON PALM



PURPLE PIXIE LOROPETALUM



SCHILLINGS DWARF HOLLY



LIVE OAK
(If current design standards and existing conditions allow)



LITTLE GEM MAGNOLIA
(If current design standards and existing conditions allow)



LIRIOPE

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 4, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE:

SUBJECT: FFY 2019 Byrne Grant Funding - 51% Letter of Support

I. BACKGROUND: Each year the Okaloosa County criminal justice system is awarded funds through the Federal JAG Byrne Formula Grant Program. It is a requirement of the Edward Byrne Memorial Justice Assistance Grant Program that each agency attach a 51% letter of support to each grant application submitted for Okaloosa County. Attached, for Mayor Jarvis's signature, is a letter supporting the distribution of grant funds allocated to Okaloosa County.

II. DISCUSSION:

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

III. CONCLUSION: Staff recommends that Council authorize the Mayor to send a letter of support for Okaloosa County's use of the Byrne Formula Grant Program funds for FFY 2019.

IV. RECOMMENDED MOTION: I move for the Destin City Council to authorize the Mayor to sign the FFY 2019 Byrne Grant Funding - 51% Letter of Support.

Attachments:

1. 51% Letter Destin Mayor



Office of the Mayor

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | Fax: 850-650-9250 | www.cityofdestin.com

May 4, 2020

Ms. Rona Kay Cradit
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Cradit:

In compliance with the State of Florida Rule 11D-9, F.A.C., the City of Destin approves distribution of the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – JAG Countywide funds for the following projects within Okaloosa County:

<u>Subgrantee (City or County)</u>	<u>Title of Project</u>	<u>Dollar Amount (Federal Funds)</u>
Okaloosa County	Mobile Field Force APR2	\$10,700
Okaloosa County	Family Safety Project	\$13,519
Okaloosa County	Active Shooter Response	\$11,000
City of Crestview	CPD Rapid ID Grant	\$10,854
City of Ft. Walton Beach	Mobile Command Post	\$10,500
City of Niceville	Equipment Purchase XV – Covert Investigative Equipment	\$10,800
Town of Shalimar	Crime Scene/Officer Health Equipment	<u>\$ 6,000</u>
	Total Allocation	\$73,373

Sincerely,

Gary Jarvis, Mayor
City of Destin



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 4, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Joey Forgione, Code Compliance Manager

DATE: May 4th 2020

SUBJECT: Livery & Beach Vendor Registration

I. BACKGROUND: Livery & Beach Vendor Registrations are for one (1) year and end February 28th of every year. Livery & Beach Vendor Applications are currently being processed.

II. DISCUSSION: Due to many of the restrictions placed on these industries due to COVID-19. They may need a Grace Period to pay their Registrations Fees.

A. Link to Strategic Goals / Objectives: Ensure Registration Compliance of these industries.

B. Effect on Budget (EOB): No Effect on Budget if Paid

C. Level of Service (LOS): Increases rapport with the Owners of Livery Vessel Companies and Beach Vendors.

III. CONCLUSION: Due to this state of Emergency many these business are recovering from COVID-19 restrictions.

Some may have no problems being able to pay immediately. However Staff is seeking direction to have something in place for hardship cases.

IV. RECOMMENDED MOTION: I Move to approve Grace period to pay Registration fees no later then June 1st 2020.

I Move to approve Grace period to pay Registration fees no later then (Date of Choice).

No Action/Recommendation taken.

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 4, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 4, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: May 4, 2020

SUBJECT: Second reading of proposed Ordinance 20-07-CN - Providing for abandonment of a meandering portion of Harbor Lane right-of-way

I. BACKGROUND: The applicant is requesting the vacation of a meandering portion (0.05 acres) from Harbor Lane public right-of-way for property access purposes.

Applicant: R. Timothy Krueger Revocable Trust

Name of Agent: Timothy Kreuger

Location: Contiguous with 604 Harbor Lane.

Size of Property: 0.05 acres

Parent Parcel ID

Number: 00-2S-22-2160-0008-0010

II. DISCUSSION:

According to the Land Development Code (LDC), Section 8.01.00. D.2 the Local Planning Agency (LPA) shall provide a recommendation on the application to City Council. The LPA, in order to make a positive recommendation to City Council, must determine that the following four (4) requirements have been met. The City Attorney read the title of the ordinance into the record. Engineering Staff explained to the LPA members the facts of the application based on the four criteria in Article 8, Section 8.01.00, Subsection (D) 2, of the Land Development Code (LDC).

After considering the public testimony and staff review, the LPA determined:

1. The requested vacation is consistent with the comprehensive plan.

The proposed vacation is a small parcel (2,001.4 sf) of land and will not impede/block public access to Joe's Bayou and does not conflict with the Comprehensive Plan. The requested area for vacation does not reduce water frontage to Joe's Bayou currently owned by the City per Policy 7-1.1.10: Improve Existing Access Points to Joe's Bayou of the Comprehensive Plan. There are no current policies in the Comprehensive Plan Chapter 2 Transportation governing or prohibiting vacating a partial segment of right-of-way near the end of a roadway. The Right-of-Way (ROW) cannot be extended from its current end. If approved, the Future Land Use and Zoning of the surrounding area will apply to the new parcel.

2. The ROW does not provide the sole access to any property. Remaining access shall not be by easement.

Access is only to the adjoining property. No ingress and egress easement is required for any other property. The remaining ROW in the vacated area would be designated as two-way alley in this area to meet minimum code widths outlined in Article 8, Table 8-1 and maintain its purpose of a ROW.

3. The vacation would not jeopardize the current or future location of any utility.

All the utility agencies have submitted clearance letters identifying no significant impact as a result of this vacation however, several have requested easements.

4. The proposed vacation is not detrimental to the public interest. City ownership of the ROW is no longer necessary to accomplish any valid city purpose. The city has not granted any easements which will be adversely affected by the vacation.

Currently the proposed portion of right-of-way to be vacated does not close public water access to Joe's Bayou and can continue to be used for ingress and egress by the public. The question of placing barriers (fencing, shrubbery) within the vacated area may create security concerns for the remaining water access.

Okaloosa County Sheriff's Office: City staff had a meeting with Okaloosa County Sheriff's Office Captain Charlie Nix and Lieutenant Joseph Fulghum on February 11, 2020. Captain Nix had two observations for the end of Harbor Lane.

1. Putting up a fence or barrier including shrubbery could create a vision impediment and safety issue at night for the rest of the water access area, even a picket fence could create blind spots. This would make security patrols more cumbersome.

2. To have the City provide streetlights along the roadway and at the end of Harbor Lane for additional safety and to light up the area.

A. **Link to Strategic Goals / Objectives:** Staff has determined the request is consistent with the City of Destin's Comprehensive Plan.

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

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

III. CONCLUSION: The LPA made a recommendation for approval of this request to vacate, abandon, discontinue and close a portion of the Harbor Lane right-of-way, strictly based on findings that the request satisfies all four (4) requirements identified in the Land Development Code, Section 8.01.00.D. On a roll call vote of 4-2, the motion passed. City Council has discretion to follow the LPA recommendation or provide a different determination.

The City Council approved proposed Ordinance 20-07-CN on first reading on March 2, 2020. The proposed ordinance is now before Council on second reading.

IV. RECOMMENDED MOTION: I move that the City Council direct staff to install streetlights at the end of Harbor Lane and approve proposed Ordinance 20-07-CN on second reading with the following conditions:

1. Putting up an opaque fence or barrier including shrubbery or anything that could create a vision impediment to the remaining right-of-way shall not be allowed.

2. Provide a unity of title to tie the two properties within 30 calendar days.

3. Vacation does not preclude obtaining permitting for any improvements as a result of the vacation.

OR

I move that the City Council deny the request for vacation of right-of-way, application VROW 20-01.

Attachments:

1. 20-07-CN Harbor Ln VROW Ord
2. 2019-12-10 Boundary Survey
3. VROW 20 01 Application complete
4. Written Comments from the Public

ORDINANCE NO. 20-07-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR ABANDONMENT OF A MEANDERING PORTION OF HARBOR LANE RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY: The authority for enactment of this Ordinance is Section 3.10 of the City Charter and Section 166,021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, In July, 1957, C.L. & Mattie M Kelly dedicated Harbor Lane for a public street by the plat dedication recorded in Plat Book 2, Page 165, in the Official Records of Okaloosa County;

WHEREAS, R. Timothy Krueger Revocable Trust has requested a portion of City right of way and

WHEREAS, The Right-of-Way requested to be vacated is not necessary to the traffic circulation within the City of Destin, nor does the City have, or reasonably expect to have in the future, any public use for the Right-of-Way portion requested for vacation;

WHEREAS, The vacation of this portion of the Right-of-Way is consistent with the Comprehensive Plan;

WHEREAS, The portion of the Right-of-Way requested to be vacated is within the area of the sole access to the property, access to the property from public right of way will not be diminished by the vacation of the requested portion;

WHEREAS, The vacation of the portion of Right-of-Way requested to be vacated would not jeopardize the current or future location of any utility.

WHEREAS, The requested vacation is not detrimental to the public interest;

SECTION 3. VACATION ABANDONMENT, DISCONTINUANCE AND CLOSURE OF RIGHT-OF-WAY.

Based upon the above findings of fact, the City's right-of-way interest and use in the following described property:

COMMENCING AT P.R.M. MARKING THE NORTHEAST CORNER OF LOT 8, SAFE HARBOR, AS RECORDED IN PLAT BOOK 4, PAGE 31, OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF HARBOR LANE WEST (60' PUBLIC R/W); PROCEED ALONG SAID SOUTH RIGHT OF WAY LINE S 80°58'00" W, A DISTANCE OF 64.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE S 80°58'00" W, A DISTANCE OF 63.52 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 23.53 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58 DEGREES 20 MINUTES 49 SECONDS, AN ARC DISTANCE OF 23.96 FEET, (CHORD BEARING AND DISTANCE = NORTH 34 DEGREES 13 MINUTES 16 SECONDS EAST, A DISTANCE OF 22.94 FEET), TO THE POINT OF

TANGENCY OF SAID CURVE; THENCE NORTH 63 DEGREES 23 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.92 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 114.24 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 54 MINUTES 14 SECONDS, AN ARC DISTANCE OF 33.70 FEET, (CHORD BEARING AND DISTANCE = NORTH 71 DEGREES 50 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.58 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80 DEGREES 17 MINUTES 54 SECONDS EAST, A DISTANCE OF 35.84 FEET; THENCE SOUTH 07 DEGREES 38 MINUTES 06 SECONDS EAST, A DISTANCE OF 14.77 FEET; THENCE S 80°58'00" W, A DISTANCE OF 26. 08; THENCE S 37°22'14" W, A DISTANCE OF 20.30 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA CONTAINING 0.05 ACRES, 2,001.4 SQUARE FEET.

is hereby vacated, abandoned, discontinued and closed and the City of Destin hereby waives, releases, and abandons all its right, title, and interest and renounces and disclaims all rights and obligations of the City and the Public in and to said right-of-way.

SECTION 4. SEVERABILITY. Should any section or provision of this Ordinance, or any portion thereof, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part hereof, other than the part declared to be invalid.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon approval by council and signature of the Mayor.

SO DONE THIS ____ DAY OF _____ 2020.

By: _____
Gary Jarvis, Mayor

ATTEST

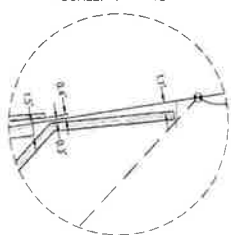
Rey Bailey, City Clerk

The form and content of the above Ordinance is hereby approved for legal sufficiency.

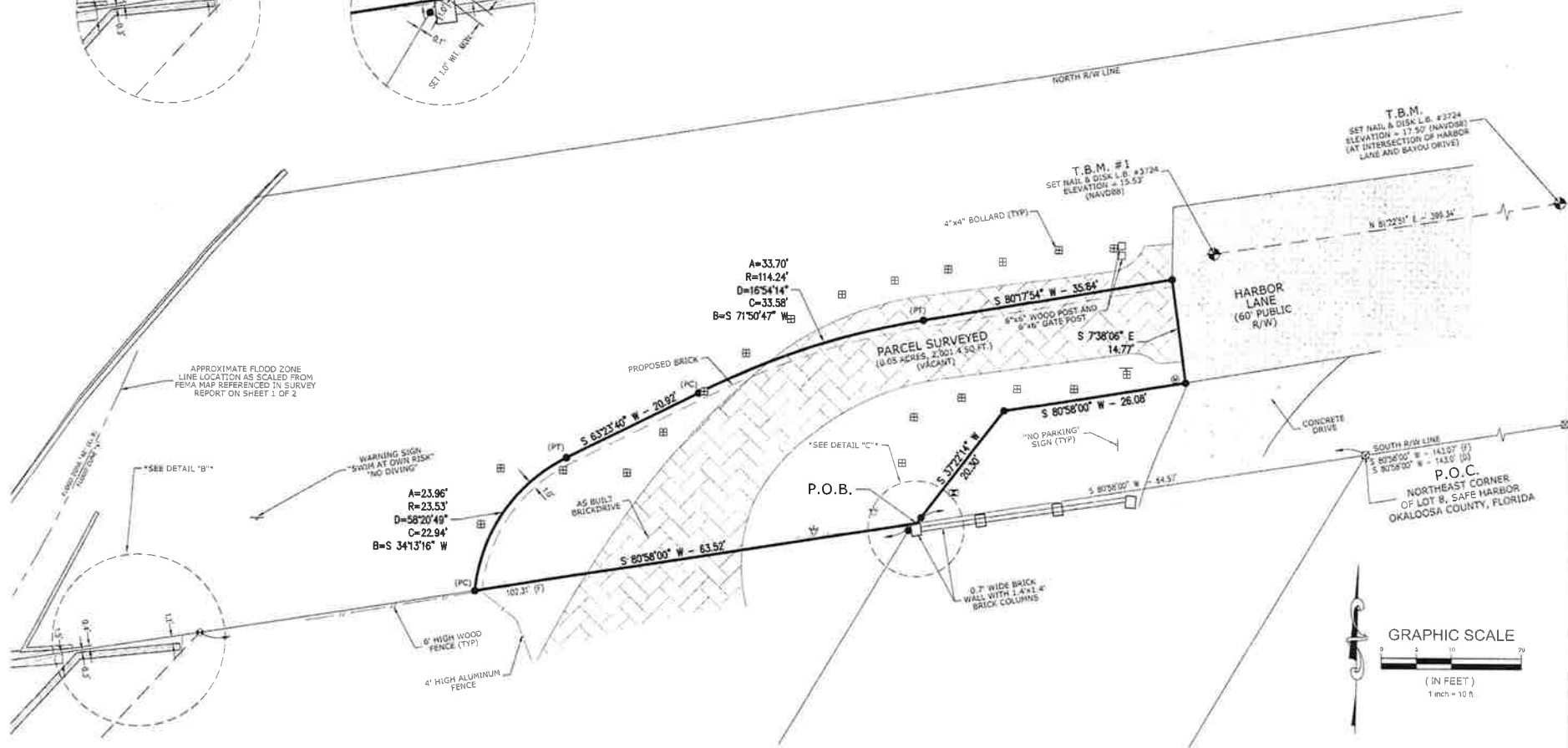
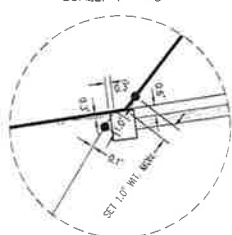
Kimberly Romano Kopp, City Land Use Attorney

BOUNDARY SURVEY

DETAIL "B"
SCALE: 1" = 10'



DETAIL "C"
SCALE: 1" = 5'



SHEET 2 OF 2

11-13-19	ADDED BRICK DRIVE - N/A	
8-27-19	REVISED BOUNDARY - N/A	
DATE	REVISION	BY

SEE SHEET 1 OF 2 FOR
SURVEY REPORT, LEGEND
AND CERTIFICATIONS

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

16-299B



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327 COUNTY HIGHWAY 393 SOUTH
SANTA ROSA BEACH, FLORIDA 32459
PH: (850) 267-0473, FAX: (850) 267-0979
Land Planning • Engineering • Surveying
Since 1979

SCALE: 1" = 10'	DWG. DATE: 11-13-19
DRAWN BY: J.T.H.	FIELD DATE: 11-8-19
PROJECT: 16-299	FIELD BOOK(S): 2177, PAGES 24-26 (MB) 2245, PAGES 59-60 (AB) 22256, PAGES 14-16 (RB)
ORDER: 19-1504	
FILE: 16-299A08BULT2.dwg	

BOUNDARY SURVEY OF A PORTION OF LAND IN
UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE
22 WEST, OKALOOSA COUNTY, FLORIDA.

FOR: TIM KRUEGER

BOUNDARY SURVEY

LEGEND:

No.	= NUMBER
#	= NUMBER
L.B.	= LICENSED BUSINESS
L.S.	= LICENSED SURVEYOR
P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
ELEV.	= ELEVATION
O.R.	= OFFICIAL RECORDS
±	= MORE OR LESS
A	= ARC LENGTH
R	= RADIUS
D	= DELTA ANGLE
B	= CHORD BEARING
C	= CHORD LENGTH
(F)	= FIELD MEASUREMENT
(D)	= DESCRIPTION DATA
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY
F.E.M.A.	= FEDERAL EMERGENCY MANAGEMENT AGENCY
CORP.	= CORPORATION
(TYP.)	= TYPICAL
ID.	= IDENTIFICATION
INC.	= INCORPORATED
DWG	= DRAWING
N/A	= NOT APPLICABLE
NAVD 88	= NORTH AMERICAN VERTICAL DATUM 1988
+10.56	= SPOT ELEVATION AT "DOT"
-10-	= CONTOUR ELEVATION AT 1' INTERVALS
-	= DISTANCE NOT TO SCALE
●	= FOUND 1/2" CAPPED IRON ROD L.B. #3724 "WITNESS MONUMENT"
⊗	= FOUND 1/2" IRON ROD NO I.D.
⊕	= SET 1/2" CAPPED IRON ROD L.B. #3724 "WITNESS MONUMENT"
⊗	= FOUND 4" BY 4" CONCRETE MONUMENT NO I.D.
⊕	= WATER VALVE
⊗	= WATER METER
⊕	= SEWER CLEAN OUT
⊗	= WATER STUBOUT
⊕	= BENCHMARK
⊗	= MAILBOX
▨	= ASPHALT ROAD (HARBOR LANE)
▨	= WATER (JOE'S BAYOU)
▨	= WOOD WALK
▨	= BRICK PAVERS

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH R/W LINE OF HARBOR LANE, AS BEING S 80°58'00" W (PER DEED).
2. THIS PARCEL IS LOCATED IN FLOOD ZONE "X", NO BASE FLOOD ELEVATION REQUIRED AND IN FLOOD ZONE "AE" (EL. 8'), 6' BASE FLOOD ELEVATION REQUIRED, AS DETERMINED BY SCALE FROM F.E.M.A. MAP NUMBER 12091C0486 H. PANEL 486 OF 498, DATED DECEMBER 8, 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 THEREON.
9. NO UNDERGROUND UTILITIES OR UTILITY LINES WERE LOCATED.
10. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).

DESCRIPTION: (AS WRITTEN)

COMMENCING AT P.R.M. MARKING THE NORTHEAST CORNER OF LOT 8, SAFE HARBOR, AS RECORDED IN PLAT BOOK 4, PAGE 31, OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF HARBOR LANE WEST (60' PUBLIC R/W); PROCEED ALONG SAID SOUTH RIGHT OF WAY LINE S 80°58'00" W, A DISTANCE OF 64.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE S 80°58'00" W, A DISTANCE OF 63.52 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 23.53 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58 DEGREES 20 MINUTES 49 SECONDS, AN ARC DISTANCE OF 23.96 FEET, (CHORD BEARING AND DISTANCE = NORTH 34 DEGREES 13 MINUTES 16 SECONDS EAST, A DISTANCE OF 22.94 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 63 DEGREES 23 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.92 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 114.24 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 54 MINUTES 14 SECONDS, AN ARC DISTANCE OF 33.70 FEET; (CHORD BEARING AND DISTANCE = NORTH 71 DEGREES 50 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.58 FEET); TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80 DEGREES 17 MINUTES 54 SECONDS EAST, A DISTANCE OF 35.84 FEET; THENCE SOUTH 07 DEGREES 38 MINUTES 06 SECONDS EAST, A DISTANCE OF 14.77 FEET; THENCE S 80°58'00" W, A DISTANCE OF 26.08; THENCE S 37°22'14" W, A DISTANCE OF 20.30 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA. CONTAINING 0.05 ACRES, 2,001.4 SQUARE FEET.

SHEET 1 OF 2

11-13-19	ADDED BRICK DRIVE - W/L	
8-27-19	REVISED BOUNDARY - W/L	
DATE	REVISION	BY
THE SURVEY SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 172.027 FLORIDA STATUTES AND CHAPTER 33-17.051 AND 33-17.052, FLORIDA ADMINISTRATIVE CODE STANDARDS OF PRACTICE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.		
<i>Daryl E.W. Burgess</i> 11/13/2019		
DARYL E.W. BURGESS FLORIDA LICENSED SURVEYOR & MAPPER #4980		
EMERALD COAST ASSOCIATES, INC., L.B. # 3724		

16-299B

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PH: (850) 287-0473, FAX: (850) 287-0579

Emerald Coast Associates Inc.

Land Planning • Engineering • Surveying
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SCALE: 1"= 10'	DWG. DATE: 11-13-19
DRAWN BY: J.T.H.	FIELD DATE: 11-8-19
PROJECT: 16-299	FIELD BOOK(S): 2177, PAGES 24-26 (MB) 2245, PAGES 59-60 (AB) 2256, PAGES 14-16 (RB)
ORDER: 19-1504	
FILE: 16-299ASBUILT.dwg	

BOUNDARY SURVEY OF A PORTION OF LAND IN
UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE
22 WEST, OKALOOSA COUNTY, FLORIDA.

FOR: TIM KRUEGER

RECEIVED

DEC 11 2019

BY:



City of Destin, Florida

PUBLIC SERVICES DEPARTMENT

4200 Indian Bayou Trail
Destin, Florida 32541
Phone (850)-837-4242
www.cityofdestin.com

RIGHT-OF-WAY VACATION APPLICATION

RVAC 20 - 01

A pre-application meeting is required prior to the submittal of a Right-of-Way Vacation Application. If the applicant has not had a pre-application meeting prior to submittal, the application will be found incomplete! Contact the Public Services Department to schedule a pre-application meeting at (850) 837-4242.

General Guidance for Applicant

This application must be completed (please type or legibly print) and resubmitted, with all requirements herein, to the Public Services Department, City Hall, City of Destin no later than the first Monday of the month preceding the month of the Hearing request. This application will be forwarded to the Local Planning Agency (LPA) for their recommendation, then to the City Council for action. The applicant will be advised of the date and time of the public hearing before the LPA and City Council. The applicant must appear at the public hearing or be represented by an authorized agent or attorney for the LPA and City Council to take action on the application. The application will be terminated or tabled for failure to appear at a scheduled public hearing, without first providing written notice to the Public Services Department. If you designate an agent or attorney to represent you in this application, you must submit a completed Agent Affidavit in a form approved by the City.

The applicant is fully responsible for researching and knowing any and all laws, which may be applicable and affect the outcome of the any decision on the application request. The City assumes no responsibility or liability relating to the failure to research and know all applicable laws including, but not limited to, state, federal and city laws, codes, land development regulations and comprehensive plan. The City strongly recommends that all applicants consider consulting an attorney regarding their application.

The applicant is encouraged to review, the rules and procedures used by the LPA and City Council at the public hearings.

Applications are processed once a month. Applications shall be submitted by the 1st Monday of the month to be processed for that month.

The Public Services Department shall determine if application is complete. **Incomplete applications shall not move forward in the process until a complete application is submitted.**

The Public Services Director shall write a completion letter to the applicant representative within 21 calendar days of submittal. The letter will report on the determination of the application completeness and advertising dates of the next available Local Planning Agency (LPA) meeting.

LPA hearings are scheduled for the first Thursday of each month at 5:30 p.m. in the Destin City Council Chambers unless otherwise notified. This step takes 30 to 45 days.

It is the responsibility of the applicant representative to attend the LPA meeting.

Public Services staff shall write a letter to the applicant representative to report on the LPA's determination of the application and the advertising dates of the next City Council meeting. This step also takes 45 to 60 days.

All City Council hearings are scheduled for the first or third Monday of each month at 6:00 p.m. in the Destin City Council Chambers unless otherwise notified.

NOTE: The entire process can take approximately 4 months (126 days) from start to finish, provided there are no delays.

The Applicant will be responsible for all expenses for advertising, mailing and cost recovery for outside consultants.

General Information Regarding Public Hearings

The applicant, the applicant's representative as stated on the application, or the applicant's attorney should appear at the public hearing. If photographs, documents, maps or other materials are provided to the Local Planning Agency (LPA) or City Council as evidence at the public hearing, you will need to leave those instruments with the Secretary. By law those instruments automatically become part of the public records and cannot be returned to you.

1. **APPLICANT:** R. Timothy Krueger, Trustee of the R. Timothy Krueger Revocable Trust dated January 17, 2000
(as shown on deed or Articles of Incorporation)

Applicant's Address: 604 Harbor Lane

City: Destin State: FL Zip Code: 32541

Home Phone number: 850-803-1500 Business Phone number: 850-269-7003

Fax number: 850-391-1735 Email: Tim_Krueger@ml.com

2. **FIRST OWNER (adjacent to proposed vacation):** R. Timothy Krueger, Trustee of the R. Timothy Krueger Revocable Trust dated Jan

Mailing Address: 604 Harbor Lane

City: Destin State: FL Zip Code: 32541

Work Phone Number: 850-269-7003 Home Phone Number: 850-803-1500

Fax Number: 850-391-1735

3. **SECOND OWNER (adjacent to proposed vacation):** _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone Number: _____ Home Phone Number: _____

Fax Number: _____

NOTE: The application must include all pertinent information (Name, address, phone numbers, etc...) for all owners of land affected by this application. If the space provided above is not sufficient to list all of the owners then, the additional information must be provided on a separate sheet(s).

4. **SPECIFIC LOCATION OF SUBJECT PROPERTY AFFECTED BY THIS APPLICATION:**

Township: 2S Range: 22 Tax Parcel I. D. #: 00-2S-22-2160-0008-0010

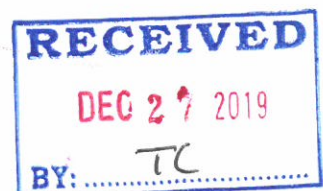
Lot: 8 Block: _____ Plat Book: 4 Page Number: 31

Subdivision Name: Safe Harbor

5. **SITE DETAILS:**

Total acreage of the right-of-way area to be vacated: .05

Name of right-of-way (street) to be vacated: Harbor Lane

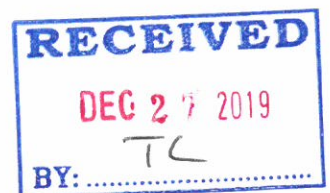


6. **APPLICANT'S REQUEST (Purpose of Vacation):** Partial vacation of right-of-way for
construction of a driveway for ingress and egress to the applicant's home.

7. **THE FOLLOWING ITEMS ARE REQUIRED TO COMPLETE THE APPLICATION AND MUST BE ATTACHED:**

- ✓ 1. **Completed Application** - The applicant must fill out all applicable areas of the application. The application must be submitted to the Public Services Department. The department is located in City Hall, which is located at 4200 Indian Bayou Trail, Destin.
- FROM PREVIOUS REQUEST N/A 2. **Proof of Ownership** - The affidavit of ownership must be executed, notarized, and submitted. A letter of authorization is required if the applicant is other than the owner.
- ✓ 3. **Agent Affidavit / Special Power of Attorney** (if applicable) - If the applicant is other than the owner of the property under consideration for review.
- ✓ 4. **Boundary Survey** (if applicable) - A Boundary Survey is required where a metes and bounds legal description is necessary to vacate a right-of-way. The Public Services Director requires the Boundary Survey; the Survey shall be certified to the City and shall indicate that the City of Destin owns the right-of-way. The survey must also indicate the location of the street in question, the surrounding parcels that will be affected by said street vacation (e. g. parcels abutting the portion of the street requested to be vacated; parcels using the portion of the street that is vacated for ingress and egress), any and all easements of record located on the portion of the right-of-way requested to be vacated (utility, drainage, electric, etc...) and a **complete legal description** of the portion or entire section of the street to be vacated.
- FROM PREVIOUS REQUEST N/A 5. **Ownership and Encumbrance Report with all Attachments** - The Ownership and Encumbrance Report must indicate the portion of the right-of-way that is to be vacated and must be certified by an established Title Company. The Ownership and Encumbrance Report must indicate that the City of Destin owns or holds dedication to the right-of-way.
- FROM PREVIOUS REQUEST N/A 6. **List of Abutting Property Owners** - The abutting property list affidavit must be executed by a representative of the Okaloosa County Property Appraiser's Office, notarized, and submitted. A list of abutting property owners of record within three hundred (300) feet of the subject property may be obtained at:

OKALOOSA COUNTY PROPERTY APPRAISER'S OFFICE
MAPPING DEPARTMENT
151 NE EGLIN PKWY SUITE D
FORT WALTON BEACH, FLORIDA 32548
(850)-651-7240



FROM PREVIOUS
REQUEST WITH
UPDATES

7. **Approval Letters** - Letters from the following officials approving, stating no objection, or recommending denial for a reason:

- ☒ A. Destin Fire Control District
- ☒ B. Destin Water Users, Inc.
- ☒ C. Gulf Power
- ☒ D. Century Link (Embarq) (Sprint)
- ☒ E. AT&T
- ☒ F. Wind Stream (New South Communications)
- ☒ G. Cox Communications
- ☒ H. Okaloosa Gas
- ☒ I. City of Destin Community Development Department
- ☒ J. City of Destin Public Works Department
- ☒ K. City of Destin Recreation Department
- ☐ L. Okaloosa County Property Appraiser – Certificate of Projected Property Value if the property will be placed back onto the tax rolls.
- ☐ M. Okaloosa Public Works Department – If part of or abutting a County property.
- ☐ N. South Walton Utility

- ☒ 8. **Fee*** - \$515.00, Application Fee. Check should be payable to: "City of Destin" and submitted to the Public Services Department.

NOTE: This application must be filled out completely and must be signed by the owner or his designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit is required from the owner of the property that is requesting the vacation. The agent affidavit must be completely filled out and submitted with this application. If the property is in multiple-ownership, then all of the owners or their designated agent(s) must sign this application. All owners of property that will be affected by this application must either sign this application or fill out an agent affidavit.

I HAVE READ THE INFORMATION IN THIS APPLICATION AND HAVE FILLED IN ALL ANSWERS CORRECTLY TO THE BEST OF MY ABILITY.

SIGNATURE: [Signature] DATE: 27 Dec 9

PRINTED NAME: William L. Kildred

TITLE: POA

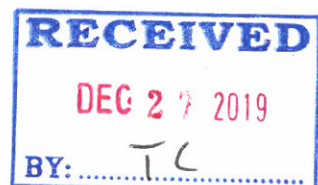
EXTRA OWNER SIGNATURE BLOCKS (to be completed if necessary):

OWNER'S SIGNATURE: _____ DATE: _____

OWNER'S PRINTED NAME: _____

OWNER'S SIGNATURE: _____ DATE: _____

OWNER'S PRINTED NAME: _____



OWNER AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKALOOSA

I, R. TIMOTHY KRUEGER am presently the owner of the property located at
604 HARBOR LANE, DESTIN, FL, do attest and affirm, to the best of my
 ability, that the attached application is accurate.

Signed name of owner

R. TIMOTHY KRUEGER, Trustee of the R.
Printed name of owner Timothy Krueger Revocable
Trust dated January 17, 20

Witnessed by:

Signed name

Simona Ondrejko
Printed name

Signed name

Lindsey J Peters
Printed name

STATE OF FLORIDA
COUNTY OF OKALOOSA

STATE OF FLORIDA
COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me, who did take an oath this 11th day of APRIL, 2018, by R. TIMOTHY KRUEGER
(name of person making statement) 



Signature of Notary - State of Florida

Printed Name of Notary or Notary Seal

JULIA ANNE KEARNS

Personally known ✓ OR Produced Identification _____

Type of Identification Produced

Prepared By and Return To:
Burke Law and Title, LLC
6346 W. County Highway 30-A
Santa Rosa Beach, FL 32459

Order No.: 16-055

Property Appraiser's Parcel I.D. (folio) Number:
00-2S-22-2160-0008-0010

WARRANTY DEED

THIS WARRANTY DEED dated May 12, 2016, by Deanna N. Allan, a single person, whose post office address is 2132 Mountain View Drive, Birmingham, Alabama 35216 (the "Grantor"), to R. Timothy Krueger, Trustee of the R. Timothy Krueger Revocable Trust dated January 17, 2000, whose post office address is 34990 Emerald Coast Pkwy #400, Destin, Florida, 32541 (the "Grantee").

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

WITNESSETH: That the grantor, for and in consideration of the sum of Four Hundred Seventy-Five Thousand And No/100 Dollars (\$475,000.00) 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 County of Okaloosa, State of Florida, viz:

Commencing at PRM marking the Northeast corner of Lot 8, SAFE HARBOR, as recorded in Plat Book 4, Page 31, Okaloosa County, Florida; proceed S 80°58'W, 65.27 feet along Safe Harbor Lane to the POINT OF BEGINNING; thence S 30°58'W, 190.0 feet; thence N 61°57'W, 138.0 feet to a point marking Joe's Bayou; thence meander said Bayou N 48°17.9'E, 115.49 feet; thence N 80°58'E, 135.0 feet to the POINT OF BEGINNING.

SAID PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR(S) UNDER THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA IN THAT NEITHER GRANTOR(S) NOR ANY MEMBER OF THE HOUSEHOLD OF GRANTOR(S) RESIDE THEREON.

Subject to easements, restrictions, reservations and limitations of record, 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 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, 2015.

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

Deanna N. Allan
Deanna N. Allan

Grantor Address:
2132 Mountain View Drive
Birmingham, AL 35216

Signed, sealed and delivered in presence of:

[Signature]
Witness Signature

S. WILSON HOLDER, JR.
Printed Name of First Witness

[Signature]
Witness Signature

Stewart Reed
Printed Name of Second Witness

STATE OF ALABAMA

County OF Jefferson

The foregoing instrument was acknowledged before me this 12th day of May, 2016, by Deanna N. Allan, who (X) is personally known to me or (X) has produced the following as identification ADL.

Michael H. Bunker
Notary Public

My Commission Expires: 9/25/18



R. TIMOTHY KRUEGER REVOCABLE TRUST AGREEMENT

I, **R. TIMOTHY KRUEGER** (266-37-7174), of 4077 Indian Bayou N., Destin, Florida, hereby declare myself trustee of the property identified in the attached Schedule of Property. I have also caused or will cause the death benefits under the insurance policies on my life and the retirement accounts identified in the attached Schedule of Insurance and Retirement Accounts to be made payable to the trustee. The trust property so identified, all rights as beneficiary of those policies and accounts, the proceeds of those policies and accounts when received, any property added to the trust in accordance with the provisions of this instrument, and all investments and reinvestments thereof ("trust principal") shall be held upon the following terms:

ARTICLE ONE

NAME

This instrument, as from time to time amended, may be designated the "R. TIMOTHY KRUEGER REVOCABLE TRUST AGREEMENT" and the initial trust hereby evidenced, as from time to time amended, may be designated the "R. TIMOTHY KRUEGER REVOCABLE TRUST".

ARTICLE TWO

LIFE-TIME DISTRIBUTIONS

Commencing as of the date of this instrument and during my life, the trustee shall administer the trust principal and any net income thereof as follows:

2.1. The trustee shall distribute to me or my spouse, or apply for my or my spouse's benefit, such amounts of net income and principal, even to the extent of exhausting principal, as the trustee believes desirable from time to time for the health, maintenance and support of MARLENE M. KRUEGER ("my spouse") and me, considering all circumstances and factors deemed pertinent by the trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the trustee.

2.2. In addition, the trustee shall distribute to me or others such amounts of net income and principal as I, being not disabled as determined under Paragraph 2.3 below, may from time to time direct in writing.



5.5. If at any time after my death the trustee shall determine that the trust is of a size that is no longer economical to administer, the trustee, without further responsibility, may (but need not) distribute the trust to my spouse, if then living, or if my spouse is not then living, to those persons named in paragraph 4.6. above.

5.6. The Trustee shall be entitled to reasonable compensation according to the laws of Florida. The compensation of a corporate or professional trustee shall be in accordance with its schedule of fees as in effect at the time the services are rendered. Such compensation may be charged to principal or to income or partly to each in the discretion of the trustee. In the event my estate is not subject to probate and no personal representative is appointed, the trustee shall prepare and file, or cause to be prepared and filed, the federal estate tax return and such other returns as may be necessary. For any such extraordinary services, the trustee shall receive additional compensation.

5.7. The powers and duties of the Trustee hereunder and all questions of interpretation of this agreement shall be governed by the laws of the State of Florida. It is the Grantor's intent that, to the full extent permitted by law, the trusts created herein shall be administered free from supervision and jurisdiction of any court.

ARTICLE SIX

~~TRUSTEE POWERS~~

Trustee and successor Trustees shall be governed by the provisions of §737.402 and Chapter 738, Florida Statutes, not in conflict with this instrument, and shall have all additional powers and responsibilities granted and imposed by statute to Trustee at the time of application that are not in conflict with this instrument. In addition, without limiting any common law or statutory authority and without the need to apply to any court, Trustees shall have the following powers and responsibilities:

6.1. To acquire, retain, improve, manage, protect, invest, reinvest, exchange, lease, sell or option to sell, borrow, mortgage, pledge, transfer, and convey trust property, real or personal (including without limitation stocks, bonds, obligations, mortgages, and other securities, and interest in them), on any terms that Trustee deems advisable, even for terms beyond the expected duration of this trust; to open, maintain, and operate a brokerage account (including a margin



Witnesses:

Kandyt Hunt
Elizabeth Ward

R. TIMOTHY KRUEGER

ATTESTATION CLAUSE

On the above date, R. TIMOTHY KRUEGER, known to us to be the person whose signature appears at the end of this Trust Agreement, declared to us, the undersigned, that the foregoing instrument, consisting of twenty-three (23) pages, including the pages on which we have signed as witnesses, was his Trust Agreement. He then signed the Trust Agreement in our presence, and at his request, in his presence and the presence of each other, we now sign our names as witnesses.

Kandyt Hunt residing at 1119 Rhonda Drive
Niceville, FL 32578

Elizabeth Ward residing at 5698 Old Bethel Road
Crestview, FL 32536

STATE OF FLORIDA

COUNTY OF OKALOOSA

We, R. TIMOTHY KRUEGER, Kandy T. Hunt, and Elizabeth Ward,
the Grantor and witnesses, respectively, whose names are signed to the attached instrument,

R. TIMOTHY KRUEGER

having been sworn, declare to the undersigned officer that R. TIMOTHY KRUEGER, in the presence of these witnesses, signed the instrument as his R. TIMOTHY KRUEGER REVOCABLE TRUST AGREEMENT, and that each of the witnesses, in the presence of R. TIMOTHY KRUEGER and in the presence of each other, signed this Trust Agreement as a witness.

Kandy T. Hunt

Elizabeth Ward

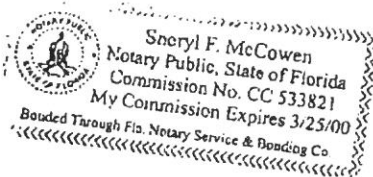
R. TIMOTHY KRUEGER

The foregoing instrument, known as the R. TIMOTHY KRUEGER REVOCABLE TRUST AGREEMENT, was sworn to and subscribed before me this 17th day of January, 2000, by R. TIMOTHY KRUEGER, the Grantor, who produced FL DL #K626-738-58-054-0 as identification, and by Kandy T. Hunt and Elizabeth Ward, the witnesses, who are personally known to me.

Sheryl F. McCowen

Notary Public

My commission expires:



MC

SCHEDULE OF PROPERTY

This schedule is attached to and forms a part of that certain trust agreement executed by R. TIMOTHY KRUEGER and known as the R. TIMOTHY KRUEGER REVOCABLE TRUST AGREEMENT, and identifies the initial trust property held subject to the trust thereunder.

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. Grantor's interest in all other property, real and personal, tangible and intangible.

[REDACTED]

This schedule is attached to and forms a part of that certain trust agreement executed by R. TIMOTHY KRUEGER and known as the R. TIMOTHY KRUEGER REVOCABLE TRUST AGREEMENT, and identifies the initial accounts made payable to the trustee of the trust thereunder.

1. [REDACTED]

[REDACTED]

This schedule is attached to and forms a part of that certain trust agreement executed by R. TIMOTHY KRUEGER and known as the R. TIMOTHY KRUEGER REVOCABLE TRUST AGREEMENT, and identifies the initial insurance policies and retirement accounts made payable to the trustee of the trust thereunder.

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]

**AGENT AFFIDAVIT
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, R Timothy Krueger am presently the owner and/or leaseholder at 604 HADRON LN DESTIN FL and desiring to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do make, constitute and appoint William L Ketchard whose address is 1241 Airport Rd SE Ft Dalton, County of Okaloosa, State of Florida, my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as my agent in any and all matters pertaining to right of way vacation application

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 me and my heirs, legal and personal representative, and assigns.

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

Signed name of owner

R Timothy Krueger
Printed name of owner

Witnessed by:

D Powell

Signed name

David L Powell

Printed name

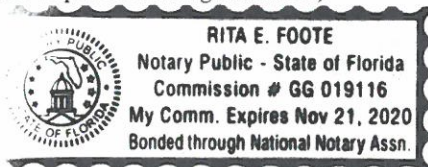
Signed name

Printed name

STATE OF FLORIDA
COUNTY OF OKALOOSA

STATE OF FLORIDA
COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me, who did take an oath this 10th day of December, 20 19, by Roger T. Krueger, who did take an oath.
(name of person making statement)



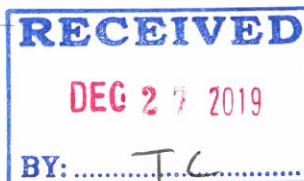
Rita E. Foote

Signature of Notary - State of Florida

Printed Name of Notary or Notary Seal

Personally known _____ OR Produced Identification _____

Type of Identification Produced FDL





CITY OF DESTIN CHECKLIST H – RIGHT-OF-WAY VACATION REQUIREMENTS

This checklist should be followed when reviewing Right-of-Way Vacation Applications distributed to the Community Development Department, Planning Division, by the Department of Public Works for formal comment.

RIGHT OF WAY VACATION REVIEW PROCESS (*Article 8, Section 8.01.00., Land Development Code*).

I. _____ Receive complete Right of Way Vacation application from the Public Works Department for review and comment.

II. _____ All right of way vacation applications submitted for Community Development Department Planning Division review shall include the following information:

A. CONTACT INFORMATION

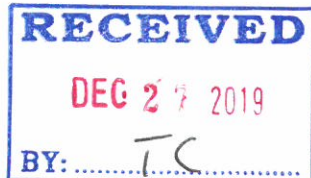
1. ☒ Name of Property Owner
2. ☒ Property Owner Contact Information (including mailing address, telephone number, and e-mail address)
3. _____ Name of Authorized Agent (if applicable)
4. ☒ Authorized Agent Contact Information

B. PARENT PARCEL INFORMATION

1. ☒ Address of Property
2. ☒ Parcel ID Number(s) of Property
3. _____ Deed or Proof of Ownership/Power of Attorney (if applicable)
4. _____ Acreage of Property
 - a. ☒ Recent Survey of Property
 - b. _____ Aerial Photograph of Property
 - c. _____ Map or Graphic that Indicates the Combined Parent Parcel and ROW Area
5. _____ Current Zoning District (if no zoning designation, rezoning request required)
6. ☒ Current Use of ROW Area
7. ☒ Proposed Use of ROW Area (is this use compatible with the adjacent parent parcel)

C. RIGHT-OF-WAY AREA

1. ☒ Survey of ROW Area
2. _____ Acreage or Square Footage of Area to be Vacated
3. ☒ Recent Plat or Survey of Property of Existing ROW Area
4. _____ Aerial Photograph of Property Indicating ROW Area
5. _____ Locations of all accessways
6. _____ List of Abutting/Adjacent Property Owners
7. _____ Graphic Including all Parcels Abutting the ROW Area



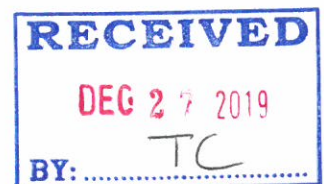
8. _____ Documentation of Any Easements of Record Located on the ROW Area
9. NO Is the ROW Area located on Scenic 98? (Special referendum required, per Ordinance 274 and City Council Resolution No. 95-15 required)

D. COORDINATION WITH PUBLIC WORKS DEPARTMENT - LOCAL PLANNING AGENCY (LPA) MEETING

1. _____ Fee Paid to Public Works Department (\$515)
2. _____ Proof of Mailing (abutter letters)
3. _____ Proof of Signage Posting (photographs of site)
4. _____ Staff Report for LPA Committee (prepared by Public Works Department)

E. DOCUMENTATION FOR BUILDING DIVISION FILES

1. _____ Copy of Signed Ordinance from City Clerk's office
2. _____ Recorded Copy of Parcel Unification & Proof from Okaloosa County Property Appraiser's Office that Unification of Parent Parcel and ROW Area occurred after City Council Approval.



BOUNDARY SURVEY

LEGEND:

No.	=	NUMBER
LB	=	LICENSED BUSINESS
LS	=	LICENSED SURVEYOR
P-SM	=	PROFESSIONAL SURVEYOR AND MAPPER
ELEV	=	ELEVATION
OR	=	OFFICIAL RECORDS
A	=	ARC LENGTH
R	=	RADIUS
D	=	DELTA ANGLE
B	=	CHORD BEARING
C	=	CHORD LENGTH
(F)	=	FIELD MEASUREMENT
(D)	=	DESCRIPTION DATA
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
WAY	=	RIGHT-OF-WAY
F.E.M.A.	=	FEDERAL EMERGENCY MANAGEMENT AGENCY
CORP.	=	CORPORATION
ID	=	IDENTIFICATION
(TYP)	=	TYPICAL
INC.	=	INCORPORATED
DWG	=	DRAWING
N/A	=	NOT APPLICABLE
NAV	=	NAVIGATION
1839	=	SPOT ELEVATION AT "TOD"
-10-	=	CONTIGUOUS ELEVATION AT 1" INTERVALS
—	=	DISTANCE NOT TO SCALE
⊙	=	FOUND 1/2" CAPPED IRON ROD L.B. #3724
⊙	=	FOUND 1/2" IRON ROD NO. 10.
⊙	=	SET 1/2" CAPPED IRON ROD L.B. #3724 "WT"
⊗	=	FOUND 4" BY 4" CONCRETE MONUMENT NO. 1
⊗	=	WATER VALVE
⊗	=	WATER METER
⊗	=	SEWER CLEAN OUT
⊗	=	WATER STUBOUT
⊗	=	BENCHMARK
⊗	=	WALKBOX
⊗	=	ASPHALT ROAD (HARBOR LANE)
⊗	=	WATER (JOE'S BAYOUT)
⊗	=	WOOD WALK
⊗	=	BRICK PAVERS

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH R/W LINE OF HARBOR LANE, AS BEING S 82°30'00" W (PER DEED).
2. THIS PARCEL IS LOCATED IN FLOOD ZONE "X" BASE FLOOD ELEVATION REQUIRED AND IN FLOOD ZONE "AE" (18" B) BASE FLOOD ELEVATION REQUIRED.
3. 12091020466 H, PANEL 486 OF 494, DATED DECEMBER 6, 2002, OKALOSA COUNTY, FLORIDA.
4. NO ENVIRONMENTAL JURISDICTION LINES HAVE BEEN DETERMINED BY EMERALD COAST ASSOCIATES, INC.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE OR TITLE INSURANCE POLICY. NO SEARCH OF THE RECORDS OF OKALOSA COUNTY ASSOCIATES, INC. NO RECORDS OF RECORD NO. NOT EAST.
6. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOSA COUNTY, FLORIDA.
7. APPARENT USES ARE AS SHOWN.
8. NO STRUCTURAL FOUNDATIONS BELOW THE SURFACE OF THE GROUND WERE LOCATED.
9. GRAPHIC SYMBOLS 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 THERE TO.
10. NO UNDERGROUND UTILITIES OR UTILITY LINES WERE LOCATED.
11. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD83).

DESCRIPTION:

RECORD
(AS WRITTEN)

[illegible]

SHEET 1 OF 2

11-13-19	2022 BROS DRIVE - WIL		
8-27-19	RUSSELL EXHIBITOR - WIL		
DATE		REVISION	BY
THE SURVEY SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 472.027, FLORIDA STATUTES AND CHAPTER 53-17.051 AND 53-17.052, FLORIDA ADMINISTRATIVE CODE, STANDARDS OF PRACTICE AND THE BEST OF MY KNOWLEDGE AND IS NOT VALID WITHOUT THE SIGNATURE OF THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. <i>Darrell E.W. Burgois</i> 11/13/2019			
DARYL E.W. BURGOIS		FLORIDA LICENSED SURVEYOR & MAPPER #4980	16-2998
EMERALD COAST ASSOCIATES, INC., L.B. # 3724			

BOUNDARY SURVEY OF A PORTION OF LAND IN
UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE
22 WEST, OKALOOSA COUNTY, FLORIDA.

FOR: TIM KRUEGER

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



www.eca-fl.com
 327 COUNTY HIGHWAY 393 SOUTH
 SANTA FE SPRING, FL 34499
 PH (850) 267-0473, FAX (850) 267-4579

Emerald Coast Associates Inc.
 Land Planning • Engineering • Surveying
 Since 1979

SCALE: 1" = 10'
DRAWN BY: J.I.H.
PROJECT: 16-299
ORDER: 19-1504
FILE: 16-299ASBUL.dwg

DWG. DATE: 11-13-19
FIELD DATE: 11-8-19
FIELD BOOK(S):
2177, PAGES 24-26 (M)
2245, PAGES 59-60 (A)
2256, PAGES 14-16 (R)

	(8)	
	(8)	
	(8)	

BOUNDARY SURVEY OF A PORTION OF LAND IN
UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE
22 WEST, OKALOOSA COUNTY, FLORIDA

FOR: TIM KRUEGER

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

EXHIBIT A

COMMENCING AT P.R.M. MARKING THE NORTHEAST CORNER OF LOT 8, SAFE HARBOR, AS RECORDED IN PLAT BOOK 4, PAGE 31, OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF HARBOR LANE WEST (60' PUBLIC R/W); PROCEED ALONG SAID SOUTH RIGHT OF WAY LINE S 80°58'00" W, A DISTANCE OF 64.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE S 80°58'00" W, A DISTANCE OF 63.52 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 23.53 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58 DEGREES 20 MINUTES 49 SECONDS, AN ARC DISTANCE OF 23.96 FEET, (CHORD BEARING AND DISTANCE = NORTH 34 DEGREES 13 MINUTES 16 SECONDS EAST, A DISTANCE OF 22.94 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 63 DEGREES 23 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.92 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 114.24 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 54 MINUTES 14 SECONDS, AN ARC DISTANCE OF 33.70 FEET, (CHORD BEARING AND DISTANCE = NORTH 71 DEGREES 50 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.58 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80 DEGREES 17 MINUTES 54 SECONDS EAST, A DISTANCE OF 35.84 FEET; THENCE SOUTH 07 DEGREES 38 MINUTES 06 SECONDS EAST, A DISTANCE OF 14.77 FEET; THENCE S 80°58'00" W, A DISTANCE OF 26.08; THENCE S 37°22'14" W, A DISTANCE OF 20.30 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA CONTAINING 0.05 ACRES, 2,001.4 SQUARE FEET.

Ownership and Encumbrance Report

First American Issuing Office:

First American Title Insurance Company
101 Hart St
Niceville, FL 32578

Customer Reference Number:

First American File Number: 1054-3968457

Prepared For:

Fleet & Smith Law, P.A.
1283 Eglin Parkway, Suite A
Shalimar, FL 32579

Legal Description:

Commencing at P.R.M. marking the Northeast corner of Lot 8, SAFE HARBOR, as recorded in Plat Book 4, Page 31, Okaloosa County, Florida, said point also lying on the South right of way line of Harbor Lane West (60' public r/w); proceed along said South right of way line S 80°58'00" W, a distance of 64.57 feet to the point of beginning; thence continue along said South right of way line S 80°58'00" W, a distance of 111.74 feet; thence departing said South right of way line go N 30°56'15" E, a distance of 26.59 feet; thence S 59°03'45" E, a distance of 13.23 feet to a point of curvature of a curve concave to the North having a radius of 13.00 feet, an arc length of 21.35 feet and a central angle of 94°04'48" (chord bearing = N 73°53'51" E, chord distance = 19.03 feet) to a point of tangency of said curve; thence go N 26°51'27" E, a distance of 14.42 feet to a point of curvature of a curve concave to the Southeast having a radius of 22.00 feet, an arc length of 20.78 feet and a central angle of 54°06'42" (chord bearing = N 53°54'48" E, chord distance = 20.01 feet) to a point of tangency of said curve; thence N 80°58'09" E, a distance of 49.94 feet; thence S 00°06'10" E, a distance of 7.33 feet; thence S 07°38'06" E, a distance of 13.77 feet; thence S 80°58'00" W, a distance of 26.08; thence S 37°22'14" W, a distance of 20.30 feet to the point of beginning. All lying and being in un-sectionalized Township 2 South, Range 22 West, Okaloosa County, Florida.

1. Grantee(s) In Last Deed of Record:

Destin Realty Company, a Florida corporation (Deed Book 31, Page 21)

2. Encumbrances/Matters Affecting Title (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary)):

() Exhibit Attached (X) Exhibit Not Attached.

Type of Instrument

Plat of Joe's Bayou

O.R. Book

PB 1

Page

19 1/2

Copies of the encumbrances/matters affecting title (X) are () are not included with this report.

Customer Reference Number:
First American File Number: 1054-3968457

Certificate

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from March 21, 1937 to March 21, 2017 at 8:00 a.m.. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of Okaloosa County, Florida, affecting title to the property described therein. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company

A handwritten signature in black ink, appearing to read "Michael Abbey", is written over the printed name.

Michael Abbey, as SVP, Division Region Manager

Dated: 03/22/2018

DB 31-21

and Lawrence A. Fleming, her husband, to me known to be the persons described in and who executed the foregoing conveyance to United States of America, and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

And I further certify that the said Etta Fleming, known to me to be the wife of the said Lawrence A. Fleming, on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself party to the said deed of conveyance, and executed the same for the purpose of renouncing, relinquishing and conveying all her right, title, and interest, whether of dower, homestead, or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily, and without compulsion, constraint, apprehension, or fear of or from her said husband.

Witness my hand and official seal the day and year last aforesaid.

Woodrow M. Melvin

Notary Public.

My Comm. Exp. Oct. 17, 1939.

(N.P. SEAL)

Filed, recorded and verified this the 17th day of August, A.D. 1937.

Mallory B. Barrow, Clerk Circuit Court.

BY Mary Waid
Deputy Clerk

10¢ Fla. Doc. Stamp

WARRANTY DEED - STATUTORY.

THIS INDENTURE, Made this 31st day of July, A.D. 1937 between Vernon Land and Timber Company, a corporation under the laws of the State of Florida, with its principal office in the Town of Vernon, Washington County, State of Florida, party of the first part, and Destin Realty Company a corporation under the laws of the State of Florida, with its principal office in the Town of Destin, Okaloosa County, State of Florida, party of the second part

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Five Dollars and other valuable consideration, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of Okaloosa, State of Florida, to-wit:

That tract or parcel of land beginning at a point in the center of that concrete monument situated at the extreme eastern corner of lot No. 21 of the Moreno Point Military Reservation Survey of lots made by the United States Government at Destin, in Okaloosa County, State of Florida, said point being in the western shore line of Joe's Bayou, thence run south along the eastern boundary of Calhoun's Subdivision of Moody Lands, plat of which is on file in the public records of said County, to a point one fourth of a mile north of the north boundary line of the right of way of State Road No. 115, a distance of 6357 feet more or less, thence along the north boundary line of the Wilkinson tract of land formerly owned by Vernon Land & Timber Company in an easterly direction parallel with the said north boundary line of said road right of way for a distance of one mile, thence north and parallel with the eastern boundary line of Calhoun's Subdivision above mentioned to the shore line of Choctawhatchee Bay, thence in a general westerly direction along the shore line of Choctawhatchee Bay and Joe's Bayou to the said point of beginning.

It is expressly understood and agreed by and between the parties hereto that all merchantable timber of every kind now upon said described land is hereby reserved by the

AG556

by the said party of the first part and excepted from the operation of this deed of conveyance together with the right of ingress, egress and regress to, from and over said described land for the purposes of turpentineing said timber and cutting and removing the same for a period of 8 years from this date, and that this reservation and exception shall be a covenant running with the said land and binding on the parties hereto and all subsequent parties.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In witness whereof, the said party of the first part has caused this instrument to be executed on its behalf by its proper corporate officials thereunto duly authorized, and its corporate seal to be hereunto affixed, on this the date first above written.

(Corporate Seal)

VERNON LAND & TIMBER COMPANY

BY- J.R. Moody

President

ATTEST: Corine M. Moody
Secretary.

Signed, sealed and
delivered in the presence of:
J.D. Sharon
Cecil A. Rountree

STATE OF FLORIDA
COUNTY OF WASHINGTON

I, the undersigned authority, duly authorized to take acknowledgment of instruments for record, do hereby certify that on this day personally appeared before me, J.R. Moody and Mrs. Corine M. Moody, to me well known as the President and Secretary, respectively, of Vernon Land & Timber Company, the grantor in the foregoing deed, and acknowledged to and before me that they executed the said deed as such President and Secretary, respectively, freely and voluntarily for the purposes therein expressed, as and for the act and deed of and with authority from the said Corporation, and that the corporate seal of said Vernon Land & Timber Company, the said corporation, was by them affixed to the said deed with like authority and for like purpose.

In Witness Whereof, I have hereunto set my hand and affixed my official seal of office on this 31st day of July, A.D. 1937

Cecil A. Mountree

Notary Public, State of Florida

My Commission expires Mar. 18, 1938.

(N.P. SEAL)

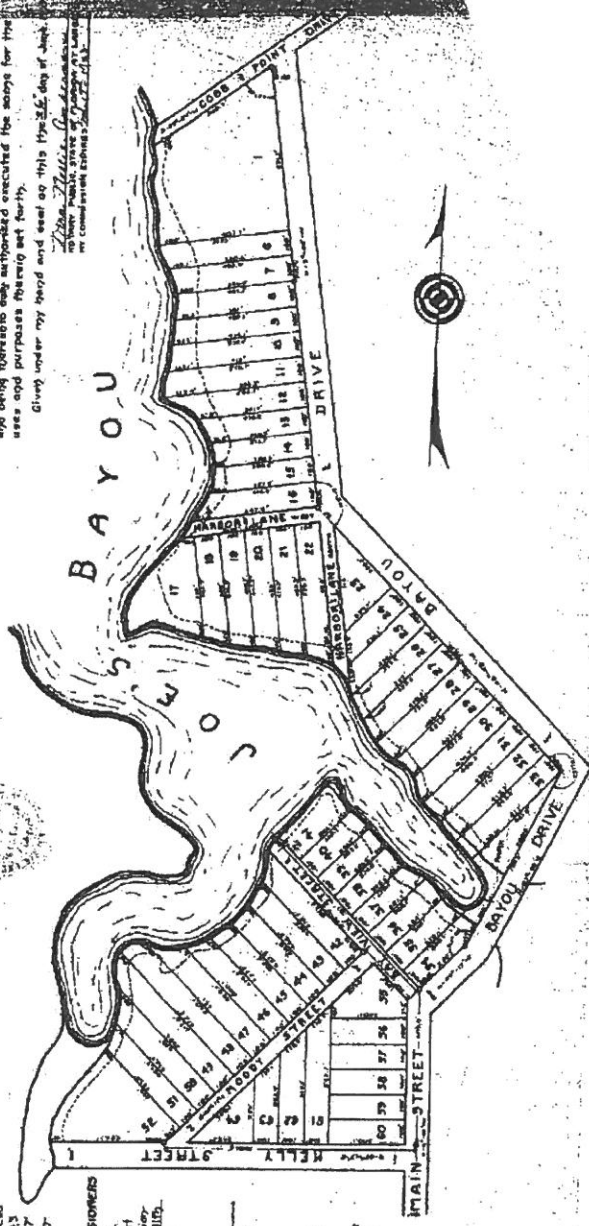
Filed, recorded and verified this the 18th day of August, A.D. 1937

Mallory B. Barrow, Clerk Circuit Court

BY

Mallory B. Barrow
Deputy Clerk

pg 1-19½



JOE'S BAYOU ADDITION

TO

OWN OF DESTIN
DA COUNTY, FLORIDA



MAN, GE. BAGDAD, FLORIDA

JUNE 1, 1939

INEER'S CERTIFICATE

certifies that he has caused this plat to be made, representation of the land hereon described, that and staked as indicated, that permanent reference (P.R.M.) have been placed as required by Plat Act means feet.

W. H. Sherman
FLORIDA REGISTERED SURVEYOR



DEDICATION

(1939)

KNOW ALL MEN BY THESE PRESENTS: That Destin Realty Company, a Florida corporation, owner of the lands hereon subdivided, hereby dedicates to the public the streets, roads and parks as designated on this said plat and also Main Street, Bayou Drive and Street, each 100 feet wide and the 60 ft. wide Cobb Point Drive designated hereon, reserving to itself, its successors and assigns all rights of reversion should said streets, roads or parks be vacated by the public, in accordance with law.

IN WITNESS WHEREOF, said corporation has hereto set its hand and seal on this the 26th day of June, 1939.

Signed, sealed and delivered in the presence of:

W. H. Sherman
T. C. Winton

DESTIN REALTY COMPANY

Dr. Tyler Calhoun
ATTEST: *Dr. Kelly*
175 SECRETARY

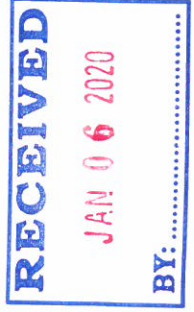
STATE OF FLORIDA
COUNTY OF OKALOOSA

Before the subscriber personally appeared Tyler Calhoun and L. Kelly, well known to me to be the respective president and secretary of the Destin Realty Company, a Florida corporation, and the individuals so described in and who so executed the foregoing dedication and they acknowledged that they as such officers and being thereunto duly authorized executed the same for the uses and purposes therein set forth.

Given under my hand and seal on this the 26th day of June, 1939.

JOE'S Bayou

ParcelId	OwnerName	OwnerAddress1	OwnerAddress2	OwnerCityStZip
00-2S-22-1320-0014-0000	PEALE JOHN & F J (LIFE ESTATE)	759 BAYOU DR		DESTIN, FL 32541-1846
00-2S-22-2160-0008-0000	TANAKA PAUL K JR ET AL	5101 OLD PIKE TRCE		PIKE ROAD, AL 36064-2606
00-2S-22-2160-0005-0000	ANDERSON HELEN B (LIFE ESTATE)	745 BAYOU DR		DESTIN, FL 32541-1802
00-2S-22-2160-0006-0000	MILONSKI WINSTON M	(LIFE ESTATE)	610 HARBOR LANE	DESTIN, FL 32541-1835
00-2S-22-2160-0007-0000	GIFFORD GREGG & HARRIET	608 HARBOR LN		DESTIN, FL 32541-0000
00-2S-22-1320-0015-0000	HARMUTH HENNING & ANN SPRAGINS	(LIFE ESTATE)	757 BAYOU DR	DESTIN, FL 32541-0000
00-2S-22-1320-0016-0000	ODOM JAY A (LIFE ESTATE)	PO BOX 1735		DESTIN, FL 32540-1735
00-2S-22-2160-0008-0010	KRUEGER R TIMOTHY (LIFE EST)	34990 EMERALD COAST PKWY #400		DESTIN, FL 32541



302 N. Wilson St. Suite 201
Crestview, FL 32536
(850) 689-5900
Fax: (850) 689-5906



Mack Busbee
Okaloosa County Property Appraiser

Please Reply To:
1250 Eglin Pkwy N. Suite 201
Shalimar, FL 32579-1296
(850) 651-7240
Fax: (850) 651-7244
WebSite: www.okaloosapa.com

Fri Mar 23 2018

Property Appraiser Owner Information:

☒ Parcels are within 300 feet of the parcel shown below:

Parcel Id Number: 00-25-22-2160-0008-0010

Owner: R Timothy Krueger

☐ Parcels are adjacent to the parcel shown below:

Parcel Id Number: _____

Owner: _____

☐ Other:

Person(s) requesting information: Patty Register

Phone Number: _____ Fax Number: _____

Property Appraiser Signature: Julia Wilson

rec	PARCEL NUMBER	OWNER_NAME	TAXDIST	HOUSE_NO	SITUS ST	SITUS MD	ST_DIR	SITUS CITY
1	00-2S-22-2160-0008-0000	TANAKA PAUL K JR ET AL	10	606	HARBOR LN	LN		DESTIN
2	00-2S-22-2160-0008-0010	KRUEGER R TIMOTHY TRUST	10	604	HARBOR LN	LN		
3	00-2S-22-2160-0005-0000	ANDERSON HELEN B (LIFE ESTATE)	10	745	BAYOU DR	DR		DESTIN
4	00-2S-22-2160-0006-0000	MILONSKI WINSTON M	10	610	HARBOR LN	LN		DESTIN
5	00-2S-22-2160-0007-0000	GIFFORD GREGG & HARRIET	10	608	HARBOR LN	LN		DESTIN
6	00-2S-22-1320-0015-0000	HARMUTH HENNING & ANN SPRAGINS	10	757	BAYOU DR	DR		DESTIN
7	00-2S-22-1320-0016-0000	ODOM JAY A (LIFE ESTATE)	10	605	HARBOR LN	LN		DESTIN

ST_ZIP5	MAILING ADDRESS	ADDRESS_2	CITY_NAM ST	ZIPCODE	CNTRY
32541	(ADDRESS UNKNOWN)				
	34990 EMERALD COAST PKWY #400				
32541	745 BAYOU DR		DESTIN FL	32541	
32541	(LIFE ESTATE)		DESTIN FL	325411802	
32541	608 HARBOR LN	610 HARBOR LANE	DESTIN FL	325411835	
32541	(LIFE ESTATE)		DESTIN FL	325410000	
	757 BAYOU DR		DESTIN FL	325410000	
32541	PO BOX 1735		DESTIN FL	325401735	

Joe Bodi

From: Matt Taylor <MTaylor@destinfire.com>
Sent: Thursday, December 19, 2019 8:51 AM
To: Joe Bodi
Subject: RE: 604 Harbor Lane Vacation of Right-of-way Clearance Letters

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Joe,

The Destin Fire Control District has reviewed the request to have the right of way at 604 Harbor Ln vacated. The District has no objections to the request to vacate the right of way at 604 Harbor Ln.

If we can be of further assistance feel free to contact us.

Best Regards,

*Matt Taylor, Fire Marshal
Destin Fire Control District
850-837-8413*

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, December 18, 2019 2:52 PM
To: Christopher Groat <Christopher.M.Groat@centurylink.com>; Essa Rhebi <essarhebi@okaloosagas.com>; Lisa Firth <lfirth@cityofdestin.com>; Matt Taylor <MTaylor@destinfire.com>; Michael Burgess <mburgess@cityofdestin.com>; Steve Schmitt <sschmitt@dwuinc.com>; Thomas Richardson <thomas.richardson@nexteraenergy.com>; Kevin Sasser <chief@destinfire.com>; MANNING, TOM <tm2709@att.com>; douglas.pickle@windstream.com; Roger Dixon (CCI-Fort Walton) (Roger.Dixon@cox.com) <Roger.Dixon@cox.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Lauren Witt <lwitt@cityofdestin.com>; Kim Kopp <kkopp@romanokopplaw.com>
Subject: 604 Harbor Lane Vacation of Right-of-way Clearance Letters

Good Afternoon

On or around March/April 2018 time frame, an application for vacating a portion of public right-of-way at 604 Harbor Lane, Destin, Fl. was requested. This application expired. A new application for this location has been submitted (see attached survey), it is similar to the 2018 request. The City's Right-of-way vacation process requires acknowledgement stating no objection with or without conditions OR objection including a reason for the objection from each utility and City Department. Please provide your response within 14 calendar days of this email or the City will accept the non-response as no objection.

Please contact me with any questions.

Joe D. Bodi
City of Destin
Community Development Dept.

4100 Indian Bayou Trail
Destin, Fl. 32541
850.837.4242

“Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure.” Disclaimer: Florida has a very broad public records law. As a result, any written communication created or received by the Destin Fire Control District will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

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Joe Bodi

From: Monica Autrey <mautrey@dwuinc.com>
Sent: Friday, December 20, 2019 10:03 AM
To: Joe Bodi
Cc: Steven C. Schmitt
Subject: FW: 604 Harbor Lane Vacation of Right-of-way Clearance Letters
Attachments: 2019-12-10 Boundary Survey.pdf

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Joe –

We are in receipt of the revised survey for the proposed vacation of ROW. DWU worked with Mr. Kruger already to relocate his meter so that is should be in the ROW that is remaining. The other lines are his and would remain private on his property or the City ROW. With that being said, DWU has no objection to the vacation request in regards to water and sewer services.

Should you have any questions, please let me know.

THANKS!

Monica M. Autrey, P.E.
Operations Manager
Destin Water Users, Inc.
14 Industrial Park Lane
Destin, FL 32541
850-837-6146
850-337-3945 – Direct
850-699-3665 – Cell
850-837-0465 - Fax

From: Steven C. Schmitt <sschmitt@dwuinc.com>
Sent: Wednesday, December 18, 2019 3:15 PM
To: Monica Autrey <mautrey@dwuinc.com>
Subject: FW: 604 Harbor Lane Vacation of Right-of-way Clearance Letters

Monica,

Received this from Joe this afternoon, haven't we already address this vacation of the City Right-of-Way that Mr. Krueger is requesting? I remember we talked about it, but don't know if we officially replied back to the City.

Steve Schmitt
Field Operation Manager



Destin Water Users Inc.
P.O. Box 308
Destin, Fl 32540
(850) 337-3937
sschmitt@dwuinc.com

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, December 18, 2019 2:52 PM
To: Christopher Groat <Christopher.M.Groat@centurylink.com>; Essa Rhebi <essarhebi@okaloosagas.com>; Lisa Firth <lfirth@cityofdestin.com>; Matt Taylor <mtaylor@destinfire.com>; Michael Burgess <mburgess@cityofdestin.com>; Steven C. Schmitt <sschmitt@dwuinc.com>; Thomas Richardson <thomas.richardson@nexteraenergy.com>; chief@destinfire.com; MANNING, TOM <tm2709@att.com>; douglas.pickle@windstream.com; Roger Dixon (CCI-Fort Walton) (Roger.Dixon@cox.com) <Roger.Dixon@cox.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Lauren Witt <lwitt@cityofdestin.com>; Kim Kopp <kkopp@romanokopplaw.com>
Subject: 604 Harbor Lane Vacation of Right-of-way Clearance Letters

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Please contact me with any questions.

Joe D. Bodi
City of Destin
Community Development Dept.
4100 Indian Bayou Trail
Destin, Fl. 32541
850.837.4242

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Joe Bodi

From: Pickle, Mike M <Douglas.Pickle@windstream.com>
Sent: Wednesday, December 18, 2019 2:57 PM
To: Joe Bodi
Subject: RE: 604 Harbor Lane Vacation of Right-of-way Clearance Letters

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Joe,

Windstream has no facility at this location and No Objection.

Thank You,

Mike

Douglas "Mike" Pickle
Windstream / Sr Construction Manager - OSP
c.407.687.4280
f.330.486.3660
Douglas.Pickle@windstream.com

WINDSTREAM ENTERPRISE

Sensitivity: Internal

From: Joe Bodi <jbodi@cityofdestin.com>
Sent: Wednesday, December 18, 2019 3:52 PM
To: Christopher Groat <Christopher.M.Groat@centurylink.com>; Essa Rhebi <essarhebi@okaloosagas.com>; Lisa Firth <lfirth@cityofdestin.com>; Matt Taylor <mtaylor@destinfire.com>; Michael Burgess <mburgess@cityofdestin.com>; Steve Schmitt <sschmitt@dwuinc.com>; Thomas Richardson <thomas.richardson@nexteraenergy.com>; chief@destinfire.com; MANNING, TOM <tm2709@att.com>; Pickle, Mike M <Douglas.Pickle@windstream.com>; Roger Dixon (CCI-Fort Walton) (Roger.Dixon@cox.com) <Roger.Dixon@cox.com>
Cc: Louis Zunguze <lzunguze@cityofdestin.com>; Lauren Witt <lwitt@cityofdestin.com>; Kim Kopp <kkopp@romanokopplaw.com>
Subject: 604 Harbor Lane Vacation of Right-of-way Clearance Letters

Good Afternoon

On or around March/April 2018 time frame, an application for vacating a portion of public right-of-way at 604 Harbor Lane, Destin, Fl. was requested. This application expired. A new application for this location has been submitted (see attached survey), it is similar to the 2018 request. The City's Right-of-way vacation process requires acknowledgement stating no objection with or without conditions OR objection including a reason for the objection from each utility and City Department. Please provide your response within 14 calendar days of this email or the City will accept the non-response as no objection.

Please contact me with any questions.

Joe D. Bodi
City of Destin
Community Development Dept.
4100 Indian Bayou Trail
Destin, Fl. 32541
850.837.4242

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FLEET & SMITH
ATTORNEYS AND COUNSELORS AT LAW

March 21, 2018

**Via Regular Mail, Certified Mail
& E-Mail**

Destin Fire Control District
117 Crystal Beach Drive
Destin, FL 32541
chief@destinfire.com

Re: City of Destin Application for Vacation Right of Way – Portion of Harbor Lane

To Whom it May Concern:

Our office represents R. Timothy Krueger in relation to an application with the City of Destin ("Application") to vacate a portion of the right-of-way South of Harbor Lane that is adjacent to Mr. Krueger's property located at 604 Harbor Lane, Destin, FL. Enclosed herewith is the survey illustrating the parcel that is the subject of the Application.

As you are aware, the Application requires a letter from you approving, stating no objection, or recommending denial for any reason. By signing below, you are acknowledging you have no objection to the proposed vacation of the subject parcel.

If you have any questions or if I can be of further assistance, please do not hesitate to contact me directly.

Thank you in advance for your cooperation with this request.

Sincerely,

P. Michelle McGee, Esq.
michelle@fleetsmithlaw.com

PMM/pr

Encl. As stated.

This Agency has no objection to the proposed vacation of the subject right-of-way.

Destin Fire Control District

By:

Printed Name: Kevin Sasser
Title: Fire Chief

Cc: Steven C. Schmitt <sschmitt@dwuinc.com>

Subject: RE: City of Destin Application for Vacation of Right of Way - Portion of Harbor Lane

Patty –

DWU has concerns about the existing water main, water meter and forcemain that are located within the requested right-of-way to be vacated.

For the water meter, DWU needs access to the meter and it is typically located at the property line. This meter has already been set and is in use. If the property line changes, then the meter would need to be reset by DWU at the owner's expense (~\$200) to the new property line and then the owner would need to reconnect the meter on their side to the properties existing onsite plumbing. The property owner would then own and maintain the water main on their side of the meter/property line.

There is an existing 2" sewer forcemain that runs along Harbor Lane that others are connected to. DWU will accept an easement for the forcemain, minimum of 15-feet wide, with access to the easement at all times to own, operate and maintain it.

All of the DWU owned assets will need to be accessible at all times.

Please let me know if you have any questions regarding our concerns with the proposed vacation. This email serves as our response to your request dated March 21, 2018.

Thanks!

Monica M. Autrey, P.E.
Operations Manager
Destin Water Users, Inc.
14 Industrial Park Lane
Destin, FL 32541
850-837-6146
850-337-3945 – Direct
850-699-3665 – Cell
850-837-0465 - Fax

From: Patty Register <patty@fleetsmithlaw.com>

Sent: Wednesday, March 28, 2018 4:50 PM

To: Monica Autrey <mautrey@dwuinc.com>

Cc: Steven C. Schmitt <sschmitt@dwuinc.com>

Subject: RE: City of Destin Application for Vacation of Right of Way - Portion of Harbor Lane

Thank you Ms. Autrey,

Okaloosa Gas did an approval letter for us and they stated they had no objection if an easement can be granted to cover the gas lines (Utility Easement). Maybe Destin Water Users could use their same language.

Thank you,

Patty Claire Register

Patty Claire Register

Paralegal to P. Michelle McGee, Esq.

Patty Register

From: Barton, Allen G. <agbarton@southernco.com>
Sent: Thursday, March 29, 2018 9:02 AM
To: Patty Register; Simmons, Kellie L.
Cc: Richardson, Tom B.; Wilson, Peggy A.
Subject: RE: Vacation of Right-of-Way

All,

Per our Engineering Field Rep's visit it appears we may have some facilities within the requested vacated area. These electrical facilities actually provide service to the owner requesting the vacation of the road. Gulf Power does not object to the proposed vacation contingent upon an easement be retained to Gulf Power Company and or their assigns, in the road closure document to cover our existing electrical facilities on the property.

Patty,

Please forward this response to any parties you feel should receive. I can be reached at 850-444-6566 should you have any questions.

Allen Barton
Gulf Power Land Department
One Energy Place
Pensacola, Florida 32520-0093

-----Original Message-----

From: Patty Register [mailto:patty@fleetsmithlaw.com]
Sent: Wednesday, March 28, 2018 1:25 PM
To: Simmons, Kellie L. <KLGRESSE@SOUTHERNCO.COM>
Cc: Barton, Allen G. <agbarton@southernco.com>; Richardson, Tom B. <TBRICHAR@southernco.com>; Wilson, Peggy A. <pawilson@southernco.com>
Subject: RE: Vacation of Right-of-Way

Wonderful!! I appreciate everyone's help and how quickly they are getting it done. If anyone has any questions, please feel free to call me.

Thank you,

Patty Claire Register
Paralegal to P. Michelle McGee, Esq.
Fleet & Smith
1283 Eglin Parkway, Suite A
Shalimar, FL 32579
(850) 651-4006/(850) 651-5006 (fax)
patty@fleetsmithlaw.com

*** I AM IN THE OFFICE ON TUESDAYS, WEDNESDAYS AND THURSDAYS ONLY***

BEWARE OF FAKE WIRE INSTRUCTIONS: Email hacking and fraud are on the rise to misdirect funds for closings. It is our office procedure to call you directly immediately after sending the final figures and wiring instructions to confirm receipt. If you have not received a call, please call our office to confirm our instructions prior to sending any wire. Do not rely solely on wire instructions you receive by email, even if it appears to come from our office. Always confirm our

April 13, 2018



LETTER OF NO OBJECTION

P. Michelle McGee, Esquire
Fleet & Smith, Attorneys-At-law
1283 Eglin Parkway, Suite A
Shalimar Florida 32579

Via Email: michelle@fleetsmithlaw.com

Copied To: patty@fleetsmithlaw.com; Christopher.M.Groat@CenturyLink.com

SUBJECT: PROPOSED VACATE OF A PORTION OF PLATTED RIGHT-OF-WAY, HARBOR LANE, ADJACENT TO A PORTION OF LOT 8, ACCORDING TO *SAFE HARBOR* PLAT AS RECORDED IN PLAT BOOK 4, PAGE 31, OKALOOSA COUNTY PUBLIC RECORDS; OKALOOSA COUNTY PARCEL ID 00-2S-22-2160-0008-0010.

PRN 798886

Dear Ms. McGee,

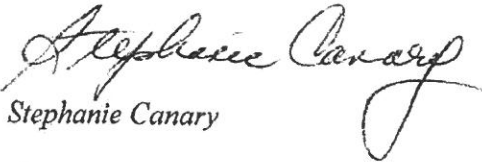
Please be advised that Embarq Florida, Inc., D/B/A Centurylink has no objection to the proposed vacate and abandonment of a portion of platted right-of-way, Harbor Lane, adjacent to 604 Harbor Lane, Destin, Florida, a portion of Lot 8, according to *Safe Harbor* Plat as recorded in Plat Book 4, Page 31, Okaloosa County Public Records, as requested by R. Timothy Krueger.

The location of said vacate is more particularly shown and described on the attached sketch. The Property Address is 604 Harbor Lane, Destin, Florida, and the Okaloosa County Parcel ID is 00-2S-22-2160-0008-0010.

Should there be any questions or concerns, please contact me at 352-425-8763 or by email at stephanie.canary@centurylink.com.

Sincerely,

EMBARQ FLORIDA, INC., D/B/A CENTURYLINK


Stephanie Canary

CenturyLink
319 SE Broadway Street
Mailstop: D7303L0401-4058
Ocala FL 34471
stephanie.canary@centurylink.com
Phone: Cell: (352) 425-8763 Fax: (352) 368-8889

PRN 798886



at&t

AT&T Southeast
6689 E. Magnolia St
Milton, FL 32570
Tm2709@att.com

Tom Manning
Mgr. OSP Plng. & Engrg. Design
Ofc. 850-623-3521
Mob.: 850-393-0087

April 11, 2018

RE: 604 Harbor Ln. Destin, Fl. Vacate Parcel

Ms. Patty Register:

AT&T Florida has reviewed the plat for 604 Harbor Lane in Destin, Florida. AT&T has no utilities located in this area and has no objection to the vacation of this parcel.

Thank you for contacting AT&T Florida.

Sincerely,

Tom Manning
Manager – OSP Plng and Eng
Technology Operations

AT&T
6689 E. Magnolia St. Milton, FL 32570
o 850.623.3521 | tm2709@att.com

MOBILIZING YOUR WORLD

Windstream Communications
2301 Lucien Way, Suite 200
Maitland, FL 32751
t: 800.600.5050
business.windstream.com



April 10, 2018

Patty Claire Register
Paralegal to P. Michelle McGee, Esq.
Fleet & Smith
1283 Eglin Parkway, Suite A
Shalimar, FL 32579
(850) 651-4006/(850) 651-5006 (fax)
patty@fleetsmithlaw.com

REF.: Vacation of Right of Way

Dear Ms. Register,

Windstream Communications has No Objection on vacating of Right of Way located within the City of Destin described as "a portion of the right-of-way South of Harbor Lane that is adjacent to Mr. Krueger's property located at 604 Harbor Lane, Destin, FL".

Windstream has no facilities located within your area of concern and no future plans to place facilities.

If you have any questions, please contact me at the address below or call (407) 835-0341.

Thanks,

Douglas M. Pickle

Douglas "Mike" Pickle
Sr. Construction Manager - OSP
2301 Lucien Way
Suite 200
Maitland, FL 32751
o.407.835.0341
f.330.486.3660
Douglas.Pickle@windstream.com





March 26, 2018

To: R. Timothy Kreuger
604 Harbor Lane
Destin, FL 32541

Re: Vacation of Right of Way - Portion of Harbor Lane

Ms. Kreuger

This letter is to inform you that Cox Communications has no objections to the proposed vacation of right of way as described in your correspondence. One pre-condition for this vacation request is that if Cox Communications is found to have facilities in the right of way that Cox Communications is specifically named in the new utility easement that is within the limits of the right of way vacate request.

The agreement to this vacation does not, however, release the owner(s) of this property from any financial liabilities, if any movement of our facilities is required, resulting from this vacation.

If you have any questions you can contact me at 314-8163.

Sincerely,

Roger Dixon (sig)

Roger Dixon
Cox Communications
Construction Planner III
C:850-259-5083
roger.dixon@cox.com



Okaloosa Gas District

March 26, 2018

Patty Claire Register
Paralegal to P. Michelle McGee, Esq.
Fleet & Smith
1283 Eglin Parkway, Suite A
Shalimar, FL 32579

Re: City of Destin Application for Vacation of Right of Way – Portion of Harbor Lane

Dear Ms. Register,

Regarding the request to vacate the above referenced right-of-way please be advised that Okaloosa Gas District owns and operates gas facilities within this right-of-way and therefore has no objection if an easement can be granted to cover the gas lines (Utility Easement).

If you should have any question or require additional information please call me at (850) 729-4870.

Sincerely yours,

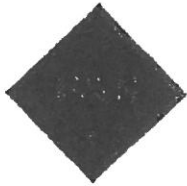
Essa Rhebi

Essa Rhebi, System Engineer
essarhebi@okaloosagas.com

ER/ta

P.O. Box 548 • 364 Valparaiso Pkwy • Valparaiso, FL 32580-0548 • Fax: 850-678-2165
OkaloosaGas.com \

...The Difference is our Service!



FLEET & SMITH
ATTORNEYS AND COUNSELORS AT LAW

March 21, 2018

**Via Regular Mail, Certified Mail
& E-Mail**

City of Destin Community Development Department
Destin City Hall Annex
4100 Indian Bayou Trail
Destin, FL 32541
jbryla@cityofdestin.com

Re: City of Destin Application for Vacation Right of Way – Portion of Harbor Lane

To Whom it May Concern:

Our office represents R. Timothy Krueger in relation to an application with the City of Destin ("Application") to vacate a portion of the right-of-way South of Harbor Lane that is adjacent to Mr. Krueger's property located at 604 Harbor Lane, Destin, FL. Enclosed herewith is the survey illustrating the parcel that is the subject of the Application.

As you are aware, the Application requires a letter from you approving, stating no objection, or recommending denial for any reason. By signing below, you are acknowledging you have no objection to the proposed vacation of the subject parcel.

If you have any questions or if I can be of further assistance, please do not hesitate to contact me directly.

Thank you in advance for your cooperation with this request.

Sincerely,

P. Michelle McGee, Esq.
michelle@fleetsmithlaw.com

PMM/pr

Encl. As stated.

~~Department~~
This ~~Agency~~ has no objection to the proposed vacation of the subject right-of-way.

City of Destin Community Development Department

By:
Printed Name: Jennifer Bryla
Title: CD Director

1283 EGLIN PARKWAY, SUITE A • SHALIMAR, FLORIDA 32579
850.651.4006 • FAX 850.651.5006



FLEET & SMITH
ATTORNEYS AND COUNSELORS AT LAW

March 21, 2018

**Via Regular Mail, Certified Mail
& E-Mail**

City of Destin Public Works
4200 Indian Bayou Trail
Destin, FL 32541
nancyp@cityofdestin.com

Re: City of Destin Application for Vacation Right of Way – Portion of Harbor Lane

To Whom it May Concern:

Our office represents R. Timothy Krueger in relation to an application with the City of Destin ("Application") to vacate a portion of the right-of-way South of Harbor Lane that is adjacent to Mr. Krueger's property located at 604 Harbor Lane, Destin, FL. Enclosed herewith is the survey illustrating the parcel that is the subject of the Application.

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If you have any questions or if I can be of further assistance, please do not hesitate to contact me directly.

Thank you in advance for your cooperation with this request.

Sincerely,

P. Michelle McGee, Esq.
michelle@fleetsmithlaw.com

PMM/pr

Encl. As stated.

This Agency has no objection to the proposed vacation of the subject right-of-way.

City of Destin Public Works

By:

Printed Name: DAVID O. CAMPBELL

Title: PUBLIC SERVICES DIRECTOR



Parks & Recreation Department

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-650-1241 | Fax: 850-650-0724 | www.cityofdestin.com

March 22, 2018

P. Michelle McGee, Esq.
Fleet & Smith Attorneys & Counselors at Law,
1283 Eglin Parkway, Suite A
Shalimar, FL 32579

Re: Mr. R. Timothy Krueger application for vacation of right-of-way, portion of Harbor Lane.

Ms. McGee:

The Parks & Recreation department has no objections to the proposed vacation of the subject right-of-way.

Lance A. Johnson, MS.
Parks & Recreation Director





FLEET & SMITH
ATTORNEYS AND COUNSELORS AT LAW

March 21, 2018

**Via Regular Mail, Certified Mail
& E-Mail**

Okaloosa County Property Appraiser
1250 Eglin Parkway N., Suite 201
Shalimar, FL 32579
propertyappraiser@okaloosapa.com

Re: City of Destin Application for Vacation Right of Way - Portion of Harbor Lane

To Whom it May Concern:

Our office represents R. Timothy Krueger in relation to an application with the City of Destin ("Application") to vacate a portion of the right-of-way South of Harbor Lane that is adjacent to Mr. Krueger's property located at 604 Harbor Lane, Destin, FL. Enclosed herewith is the survey illustrating the parcel that is the subject of the Application.

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If you have any questions or if I can be of further assistance, please do not hesitate to contact me directly.

Thank you in advance for your cooperation with this request.

Sincerely,

P. Michelle McGee, Esq.
michelle@fleetsmithlaw.com

PMM/pr

Encl. As stated.

This Agency has no objection to the proposed vacation of the subject right-of-way.

Okaloosa County Property Appraiser

By:
Printed Name: Kevin Hanley
Title: GIS IT Coordinator
Khanley@okaloosapa.com

THE CITY OF DESTIN

4200 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541

PHONE (850) 837-4242 • FAX (850) 268-9890

**CASH
RECEIPT**

Date 12/11/2019 20 19 **84349**

Received From R Timothy Krueger

Address 604 Harbor LN

Destin FL

Dollars \$ 515.00

For Right of Way Vacation Application

AMOUNT		PAID BY	
AMT. OF ACCOUNT	<u>515</u> <u>00</u>	CASH	
AMT. PAID	<u>515</u> <u>00</u>	CHECK	<u>3232</u>
BALANCE DUE	<u>0</u> <u>00</u>	MONEY ORDER	

By Thomas Crandall

R TIMOTHY KRUEGER
604 HARBOR LN
DESTIN FL 32541-1835

Cash Management Account®

3232

12.10.19

87-176/843
30

Date

Pay to the
Order of

CITY OF DESTIN

FIVE HUNDRED & FIFTEEN 00/100

\$ 515.00

Dollars



Photo
Safe
Deposit®
Details on back



Merrill Lynch
Bank of America Corporation

For

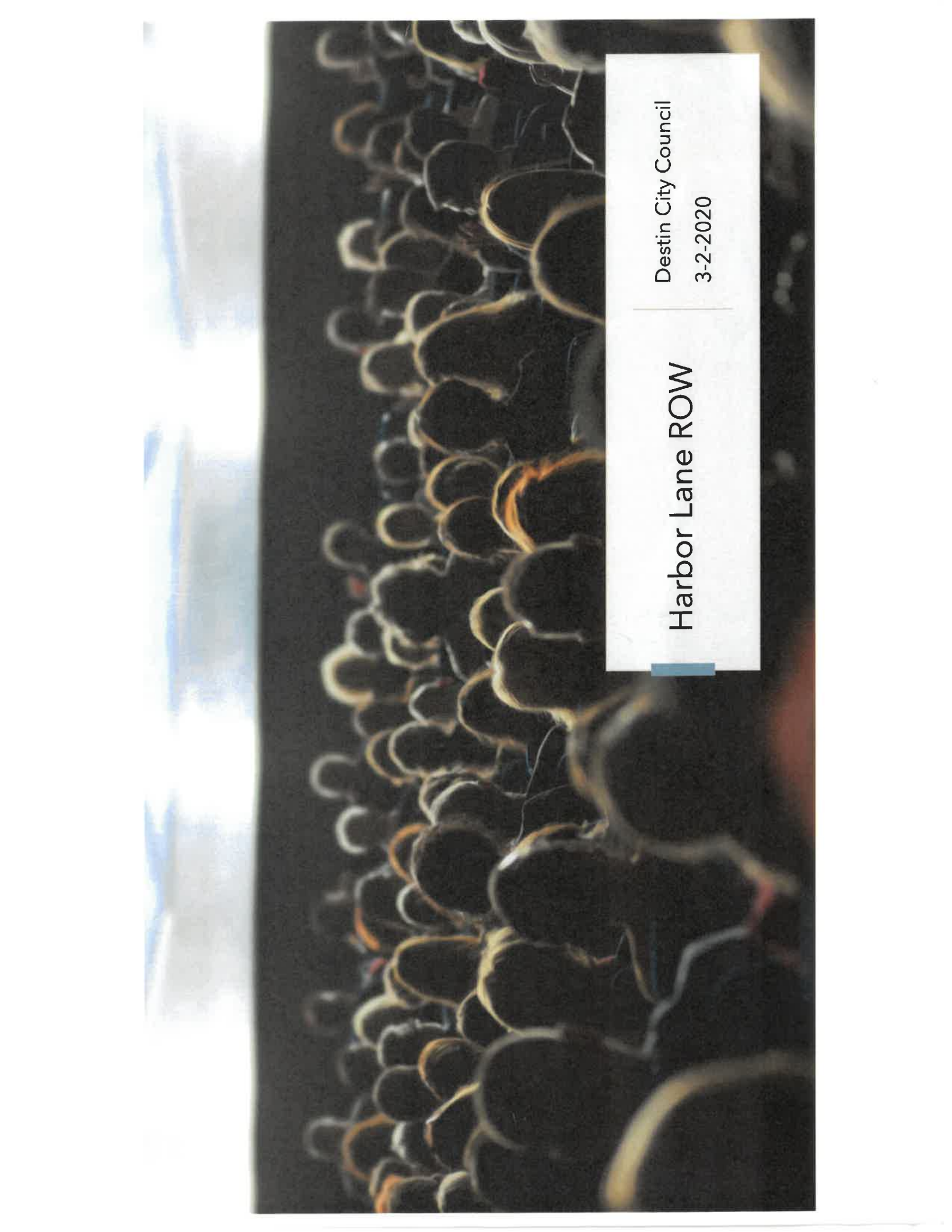
FILING FEE II

[Signature]

⑆084301767⑆ 960170669363⑆3232

Harland Clarke

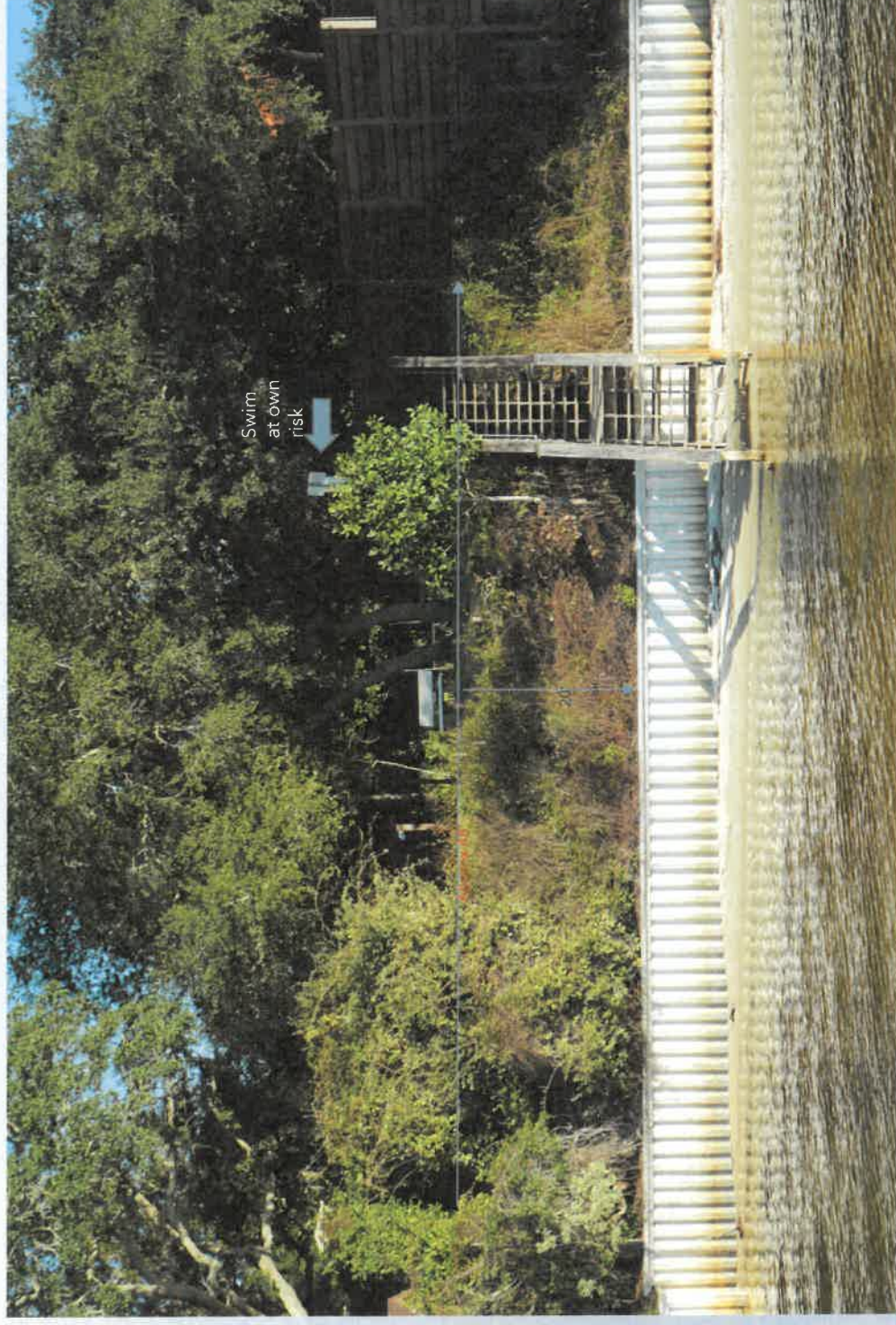
GUARDIAN SAFETY® YELLOW



Destin City Council
3-2-2020

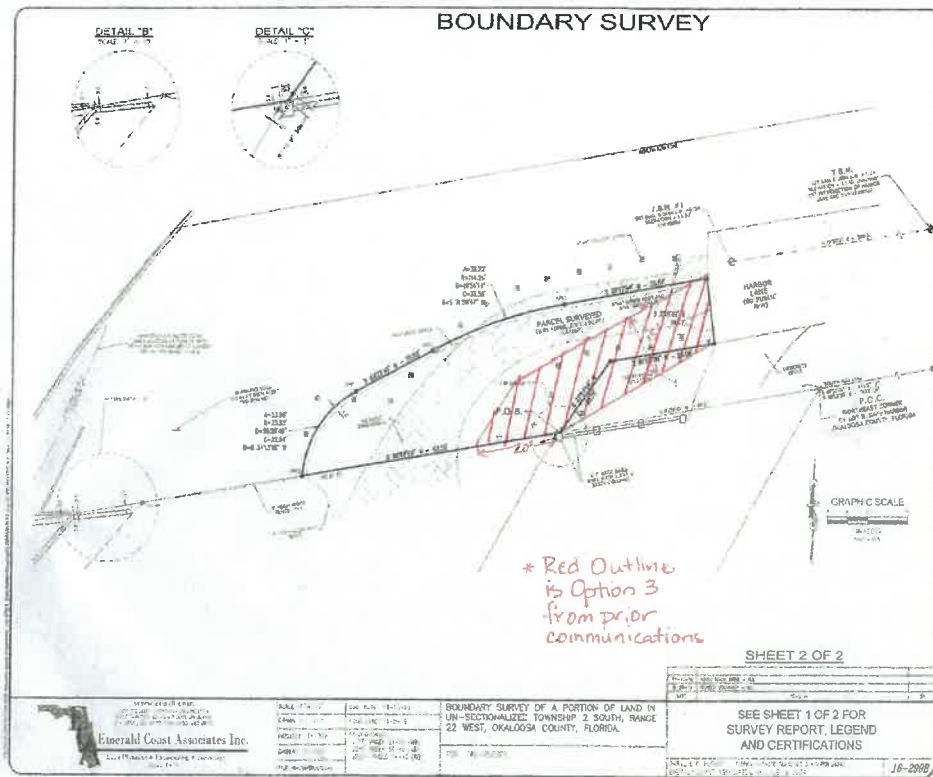
Harbor Lane ROW

View from the water



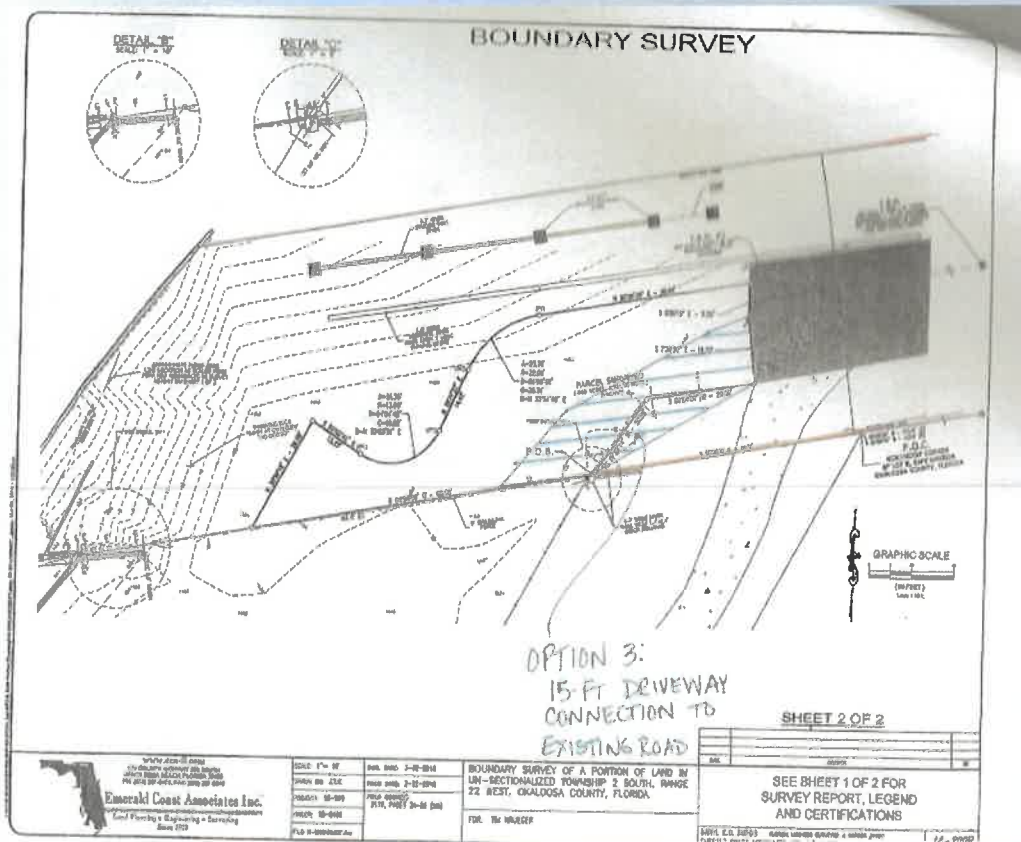
Option 3

2020 Application



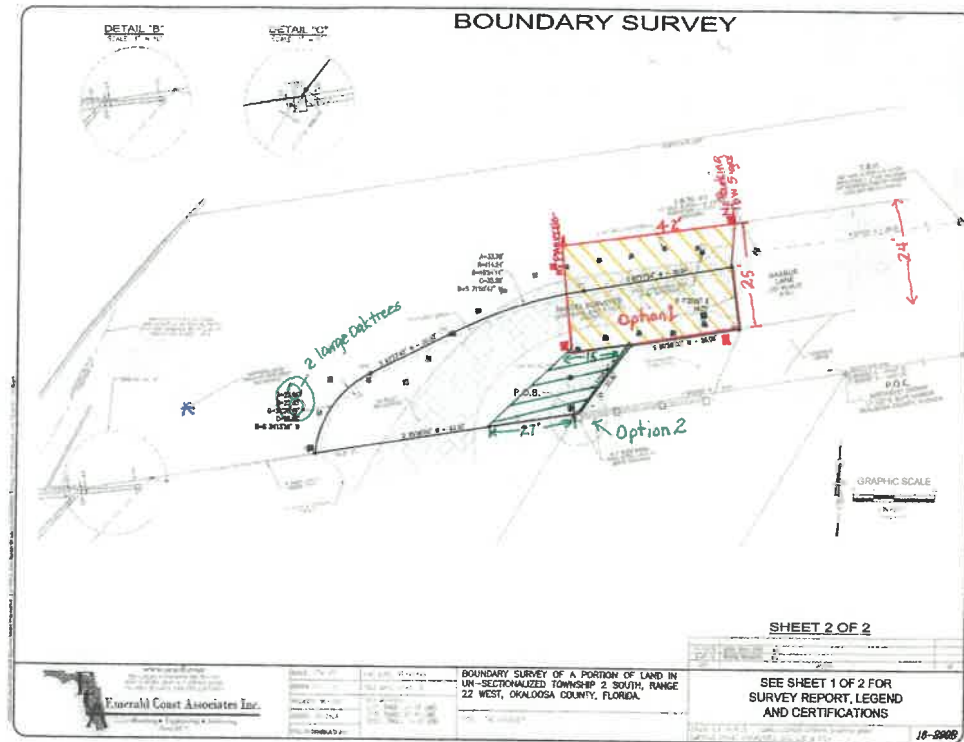
Option 3

2018 application



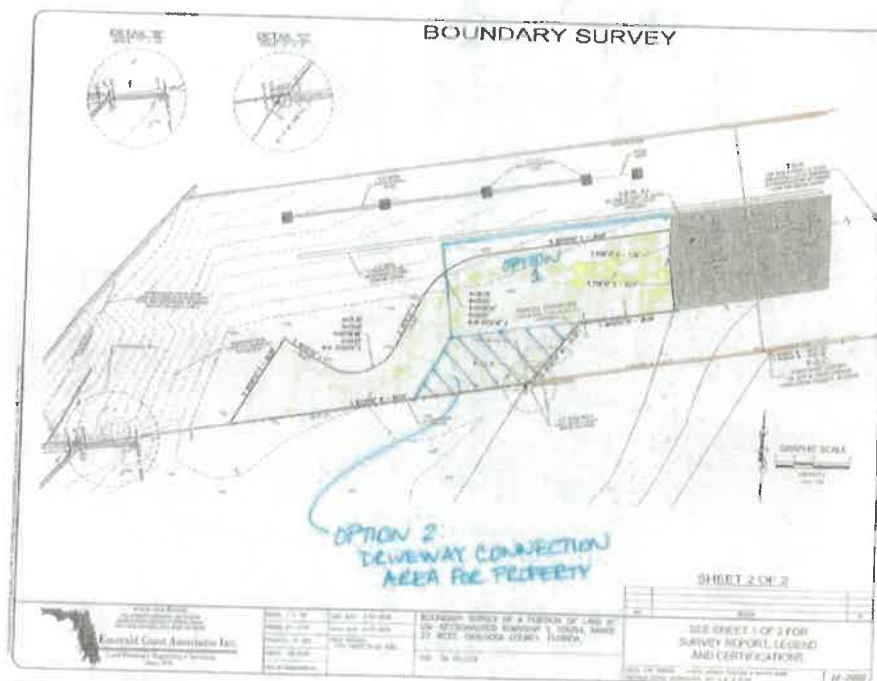
Option 2

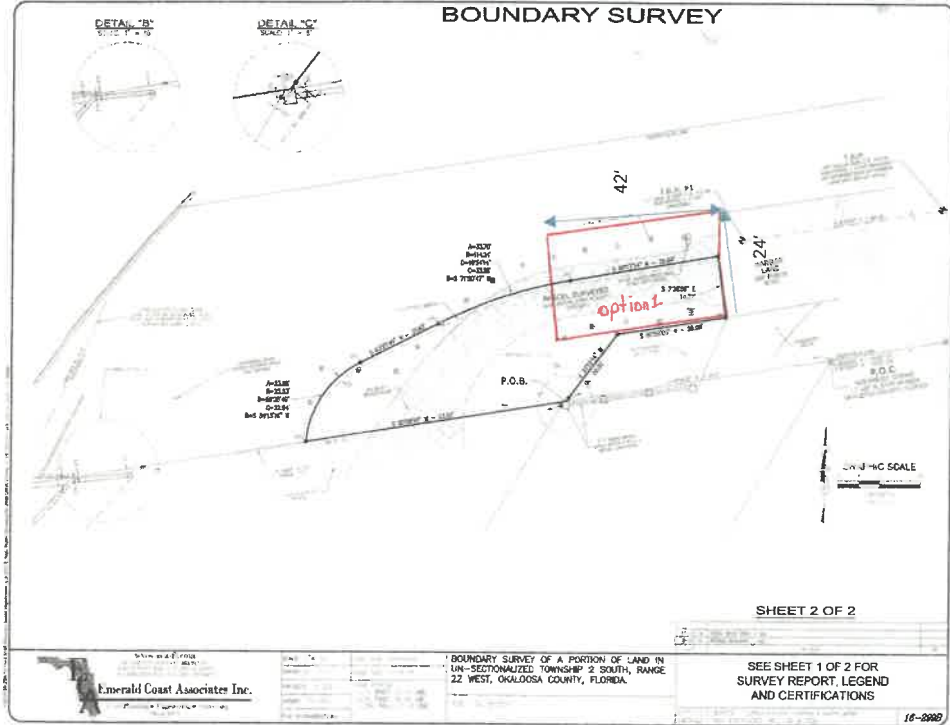
2020 Application



Option 2

2018 application





This option is to extend the road 40-50 feet which would

- 1 Allow the homeowner to have a 24 ft driveway opening along his property line, that was previously requested.
- 2 This would allow for signage, striping, lighting while allowing the public to walk down the road & maintenance to get down the road to the access.
- 3 The gate could be sliding along the property line which would give him the setback needed according to the LDC.
- 4 Allow the homeowner to have a driveway that would be consistent with the rest of the road & unimpeded access.
- 5 This option would increase the safety for property owners, reduce parking, and make it easier to patrol as indicated by Captain Nix. Allows for emergency vehicles.
- 6 Clear site lines as indicated Chpt.8 of LDC for ROW's
- 7 This option would only require a permit and not involve a partial vacation
- 8 Allow any future driveways to connect to the extended roadway.
- 9 An experienced Utility contractor, familiar with Destin, says the cost to extend the road should be about \$20,000. Then added to list for total road resurfacing.

March 11, 2020

Ordinance 20-07-CN Harbor Lane VROW

Dear Sir/ma'am,

As a resident of Moreno Acres, I'm writing to you in opposition to the second reading of the above referenced motion. I have attended both 2018 and 2020 LPA meetings, the previous council meeting and have listened to the February 5 2018 Council meeting. I have also researched and read hundreds of historical documents regarding this beautiful neighborhood sanctuary that I and many others use and have done so for decades.

It is well documented throughout time in City Council Minutes, Rec Committee Minutes and Parks & Recreation Minutes; the seawall construction and allocating and moving funds to pay (\$8k) steps and deck construction, parks and city maintenance, neighbors' contributions both financially and in sweat. All to preserve and maintain this recreational area for the people. I have these minutes and they are available online.

I have listened to neighbors vehemently oppose this vacation today and throughout recent history. No-one is attempting to deny access or a driveway that already exists. What I oppose is the city vacating this portion of a waterfront access to a private citizen. Placing a gate at the end of the asphalt will not solve any parking issues and prevent anyone from parking in front of the gate. This was the consensus at the last LPA meeting.

Now here is my issue: safety and a detriment.

At the last LPA meeting in January I utilized my time to speak on this issue that stood out for miles above anything and one that I felt was very important to me and my family. Placing a fence, barrier or wall along the line of the driveway would potentially create a nightmare of a safety issue for me walking down to that spot by myself. By creating an alleyway with no clear line of sight as to what or who could be behind that wall/fence could be extremely detrimental to my safety and infringe on my right to peaceful enjoyment I even submitted a document "DISTANCE IS PREVENTION (att. 1.) Allowing the vacation would grant the homeowner "sole" right to that property and therefore the city would have no further control over what could be permitted there. Now here's where things became blurred for me:

After the LPA meeting city staff held a meeting with OCSO Capt. Nix and Lieutenant Joseph Fulghum and we can all see Capt. Nix recommendations. If safety is not and was not a concern for the city, who and why was that meeting called after the LPA meeting? Based on your own top law enforcements opinion:

"Putting up a fence or barrier including shrubbery could create a vision impediment and safety issue at night for the rest of the water access area, even a picket fence could create blind spots. This would make security patrols more cumbersome".

After looking at the packet that was sent up to council, I was aghast that my submitted documents in particular one referencing my safety concerns, were not anywhere included. My voice I felt was silenced.

The next blurred moment for me surrounds a meeting with MS. Kopp. Prior to the council meeting MS. Kopp E-Mailed a request to sit down with a handful of the community to see if there could be a compromise and a potential solution. I attended and again in this meeting, concerns were raised with opposition to both the gate and fence for safety concerns and again the need to maintain a clear line of sight and keep the access open. Ms. Kopp made the observation that the sticking point for us obviously was the gate and fence and the meeting ended. Nowhere in this meeting was it presented or discussed with us that a meeting with Capt. Nix had occurred and that we seemed to share the same valid concerns. I went in with full transparency in mind and felt in leaving, that was not reciprocated. We need transparency coming from our city staff to the citizens.

It is also continually referenced from staff that the concrete wall that is encroaching onto the ROW by the adjacent property has nothing to do with the applicant's property nor this application and we need to shift the focus to the potential vacate. IF the ROW is 60ft wide and there's a wall encroaching running through the ROW and the area is not really 60FT surely it has everything to do with this ROW. Taking a percentage of the TOTAL area and presenting it as such would not be presenting the correct calculation in the full context and expectation of transparency.

The next blurred area for me is the recommended motion:

1. Putting up an opaque fence or barrier including shrubbery or anything that could create a vision impediment to the remaining ROW shall not be allowed. KEY WORD HERE -**REMAINING**.

How creative is that verbiage? Once the council vacates that portion of the ROW it then becomes property of the homeowner and this recommendation would only be applicable to the "**REMAINING**" ROW that the city controls correct?

Look at the boundary survey submitted (att. 2.) Clear as day the outline for the fence is referenced with the words "**PROPOSED BRICK**" That's NOT opaque. Is there anything in the building code or permitting process that prevents a homeowner from erecting an 8 ft wall or wooden fence? Why on earth would the city even consider opposing the recommendations of their own chief law enforcement officer and the majority of citizens that have showed up, stood up, spoke up and opposed this vacation? What about our safety?

I am also enclosing again the original hardscape design by Callie & Co that I presented in the last meeting (att. 3.) It shows received by the city May 2017 and was submitted with the house plans prior to any construction or known parking issues. Original plans show the full personal use of the public ROW surrounded by a fence and a gate. Who instructed Callie & Co to design in the public ROW?

Vacations of ROW'S are not new each is individual but I believe the need to protect all of our public spaces and water accesses and ROW's is of vital importance to the residents and should be a top focus of the City of Destin and the honorable council members and honorable mayor. I'm submitting a document I came across from our neighboring counties (att. 4.) It addresses the need to grant maximum protection to these water access ROW'S, Reassert the public's right to use and amend the local charter to include a blanket prohibition on vacating ROW'S that either currently do, or in the future could offer access to the water. This has to be a shared vision for the city and its residents it serves.

Therefore, I am asking you, honorable council members to deny this vacation of the partial ROW and make an immediate motion to pave the road 40-60ft to the applicant's Western line of his driveway on his property with the funds that Councilman Destin graciously allocated in the first reading for improvements.

This will allow the applicant to connect his driveway to the road enabling access and securing his property and furthermore honoring the recommendations of Capt. Nix that "no fence, barrier including shrubbery that could create a vision impediment that will make patrols more cumbersome" be placed in the ROW. Members of our community have reached out to the applicant and even this past week met with the applicant's attorney to propose options. As of this evening I am unaware of any response.

I Sincerely appreciate your time and attention to this very important matter and know that the job you do is not one taken lightly nor is it easy, but not all things that are worth it are easy. Please, listen to your residents and deny this vacation.

With kindest regards,

Joanne Bouchillon

(Att. 1)

Distance Is Prevention

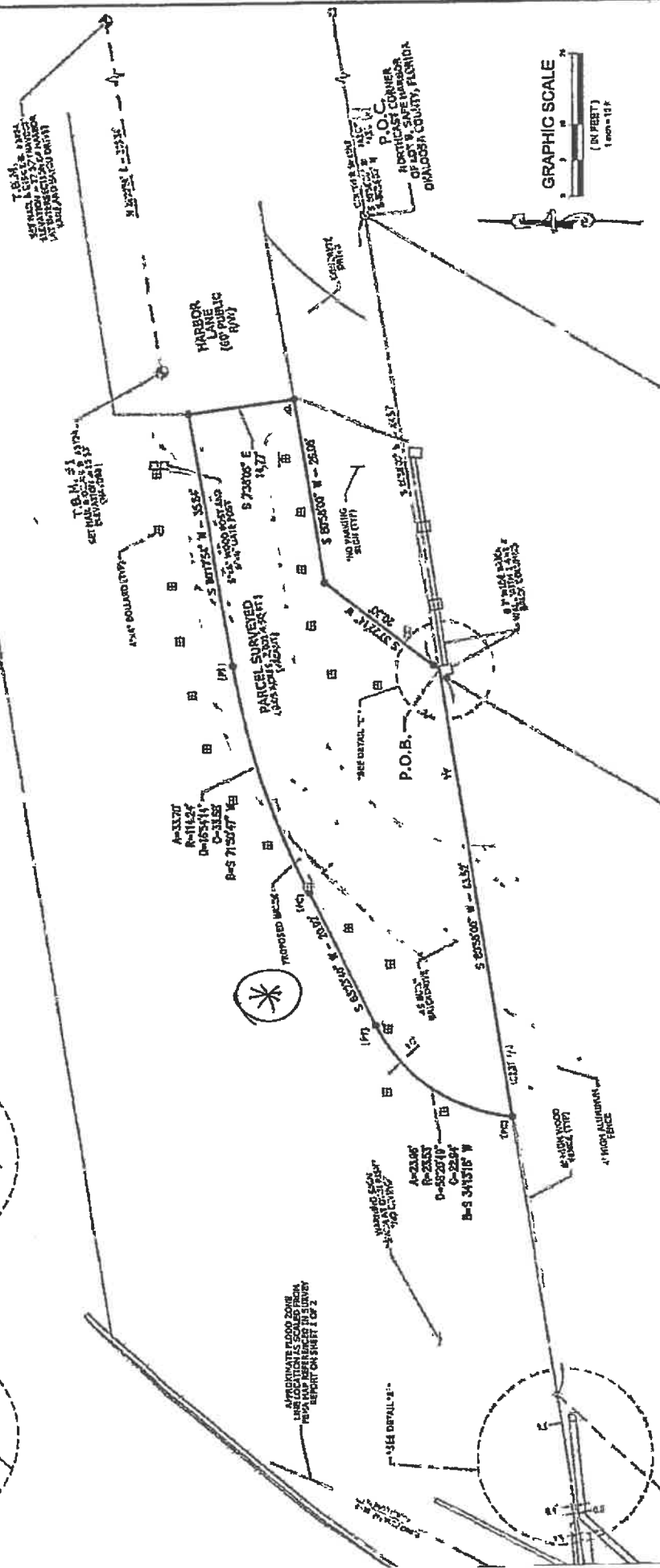
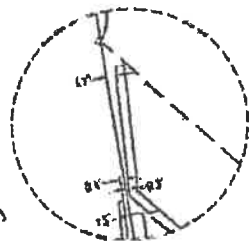
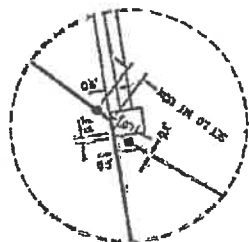
Distance removes opportunity from the attacker's equation. It can be used to avoid or escape (leaving, in the previous list of choices) from a potential attack. Maintaining a safe distance, such that a potential threat will need to take at least a few steps in order to reach you, is crucial. It isn't realistic to assume you can maintain a safe distance from all people at all times, but it's also unnecessary to do so. In the company of friends, there is no need to maintain a safe distance. In a crowded place, under normal circumstances and where there are no warning signs or pre-attack indicators, it's also unnecessary (and impossible) to maintain distance. But when you're in an isolated area, see warning signs, pre-attack indicators, or don't feel right, you should strive to create as much distance as possible between yourself and any potential threat.

In isolated areas, you should also keep a safe distance from places an attacker may hide in order to surprise you. Keep your distance from recessed doorways and corners, and walk on the side of the street where there are no cars. If someone is approaching and on track to cross your path, cross the street or change direction. Run if you need to.

If you've already been approached by a potential attacker, your first choice is still to escape or leave as long as you can do so safely. The key is to do it under the right circumstances, with the right attitude, and at the right time. Many predators will "interview" potential victims, asking questions, violating distance, and watching to see how the target responds. At the interview stage, especially in areas where witnesses are present, where the predator will need to get you to an isolated area first, leaving can be a sign of uncooperativeness, a sign that you will not comply or make a good victim. But in an isolated area where the predator already has the opportunity to attack, leaving may make that opportunity even more attractive. So the key to leaving as a purposeful strategy, is only to use it during the interview stage, as a sign of active noncompliance.

Another very important point to keep in mind when walking away from a threat, no matter where you are or how many people are around, is to maintain your awareness of the threat's position and location. Keep your eye on the threat to make sure he's not coming up behind you. Leaving may seem obvious, but if you don't purposefully make the choice, you may not do it. Social conventions or fear may stop you from leaving when you should. Understand that leaving is your first choice, and make it whenever you can. In the coming section on de-escalation, I'll cover another element of effective leaving, dominating your opponent verbally and with body language.

t2.)



SHEET 2 OF 2

11-11-77	ADCO BRICK CO. INC. - LA	
11-12-77	PEPPER COMPANY - LA	
11-13-77	PEPPER COMPANY - LA	
11-14-77	PEPPER COMPANY - LA	
11-15-77	PEPPER COMPANY - LA	
11-16-77	PEPPER COMPANY - LA	
11-17-77	PEPPER COMPANY - LA	
11-18-77	PEPPER COMPANY - LA	
11-19-77	PEPPER COMPANY - LA	
11-20-77	PEPPER COMPANY - LA	
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12-1-77	PEPPER COMPANY - LA	
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12-30-77	PEPPER COMPANY - LA	
12-31-77	PEPPER COMPANY - LA	

BOUNDARY SURVEY OF A PORTION OF LAND IN
UN--SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE
22 WEST, OKALOOSA COUNTY, FLORIDA.

FCR: TBM KRAUEGER

DARYL E W BURG'S FLORIDA LICENSED SURVEYOR & MAPPER #9830
FEDERAL COAST ASSOCIATES, INC. L-9 / 3724

16-288B

www.ec4u.com
327 COUNTY HIGHWAY 393, SOUTH
BANTA ROBEA BEACH, FLORIDA 32458
PH. (850) 257-0073, FAX (850) 257-0072

5-9-12



SHEET H-1 OF 3		LOCALITY: DESTIN, FL DATE: 11/11 FILE NAME: 5400 DRAWN BY: CHB CHECKED BY: CHB APPROVED: CHB	HARDSCAPE PLAN KRUEGER RESIDENCE 604 HARBOR LANE DESTIN, FL	Project (Date) Location 604 HARBOR LANE, DESTIN, FL 32840 11/11/11
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(Att 4.)

Rights of Way to the Water

I. Nature of the tool

Many communities have public rights of way (ROWs) established by virtue of neighborhood plats. ROWs often serve as valuable beach and/or water access. Often times people do not understand the legal status of ROWs, but simply know that an area that leads to the water seems to be open to the public. In some cases much of the public does not know of the existence of ROWs that they could be using to access the water.

II. Relationship to waterfronts

The only ROWs that concern us in this context are those that offer access to the water. Development plats establishing streets sometimes show streets that lead to the water. In such a case, the plat establishing the right of way for a public road vests title to such land in public hands. Cases have come light in which local governments, under pressure or in conjunction with private or development interests, have freely vacated ROWs leading to the water. Such vacation of ROWs represents a needless loss of a very valuable public resource at a time when all local governments with waterfronts keenly feel the pressure to maintain water access.

III. Legal Issues

Upon acceptance of a subdivision plat by a local government, the ROWs shown on the plat become the public property of the local government.¹ Dedication of ROWs does not mean that such ROWs are always developed in accordance with the plat. When ROWs are not developed, state law allows for petitions to vacate² the ROW. Typically, abandonment of an ROW by a local government results in reversion of the property interest to the abutting land owners.³

Thus, property owners abutting ROWs may wish to see the ROWs vacated so that they can make exclusive use of the land. State law requires a noticed public meeting prior to the vacation or abandonment of any ROWs held by a county.⁴ Some local governments have adopted procedures more stringent than statutory requirements for the vacation of ROWs.⁵

IV. Pro & Cons

The pros of maintaining ROWs clearly outweigh the cons. Prohibitions on vacation of do not cost the local government anything. However, vacation of ROWs can be politically very expensive for a local government as the local population will typically view this as cronyism in politics.

¹ FLA. STAT. § 177.081(3) (2005).

² Vacate means that the local government abandons its ownership interest in the land.

³ FLA. STAT. § 177.085 (2005).

⁴ FLA. STAT. § 336.10 (2005).

⁵ See, e.g. Brevard County, Florida, Code of Ordinances, sec. 86-36; Ft. Meyers, Florida, Code of Ordinances, secs. 28-161 through 28-165.

V. Best policy practice

Local governments should address two separate issues in their policies on ROWs. First, they should address the existence of ROWs that can provide water access, and second, they should grant maximum protection to such ROWs.

To accomplish the first, local governments should undertake research to identify ROWs that provide water access. The Maine Coastal Program funds the "Right of Way Discovery Program." This program provides grants to local governments to conduct detailed research to discover forgotten or overlooked ROWs that provide public access and reassert public rights over such ROWs.

Second, local governments need to protect ROWs. A number of local governments go well beyond state law requirements for a noticed public meeting before vacating ROWs. For example, Washington, Bay, and Palm Beach counties have identical provisions in their codes of ordinances that prohibit the vacation of ROWs. These state:

No right-of-way, road, street, or public accessway giving access to any publicly accessible waters in the County, shall be closed, vacated or abandoned except in those instances wherein the petitioner(s) offers to trade or give to the County comparable land or lands for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the discretion of the Board of County Commissioners.⁶

While such prohibitions offer greater protection than state law, such ordinances can still be overcome by subsequent decisions of the city or county commission. The best policy is for local governments to amend their charter to include a blanket prohibition on ROWs that either currently do, or in the future could, offer access to the water. Bradenton Beach offers an excellent example. Article IV, section 11 of the Bradenton Beach charter states that "No city right-of-way that provides direct or indirect beach, bay or water access shall be sold or vacated by the City."⁷

⁶ Washington County, Florida, Code of Ordinances, sec. 10.03.03; Bay County, Florida, Code of Ordinances, sec. 12.04.03; Palm Beach County, Florida, Code of Ordinances, sec. 22-45.

⁷ Bradenton Beach, Florida, City Charter, art. IV, sec. 11.

March 12, 2020

Harbor Lane Beach Access

I went to the City Council Meeting on March 2, 2020 and sat on the front row. I was listening to Mr. Tim Kreuger's attorney speak at the podium, he looked over at the City Land Use Attorney (Kim Kopp) and she winked at him. I was not the only person that saw the wink. Not sure what that was about, favoritism or what? Not very professional.

Destin is a family oriented beach and fishing community, where people want to live, work & play, Harbor Lane Beach Access is a great place for families, for throwing the football, corn hole, picnics, sunsets, swimming, picking up families and friends by the water and much more. Harbor Lane Beach Access is used not only for the water but for many activities. Please do not take this away.

I am asking you to say NO to the Partial Vacation of Right-of-Way on Harbor Lane Beach Access. Extend the road, connect the driveway to the road. Put his fence on his property line. There is at least 5 Right-of-Ways on Joe's Bayou, at least 2 Right-of-Ways on Holiday Isle and Homeowners are waiting to see how the City Council votes on this vacation so they can ask for a vacation on these properties.

I believe if the council votes yes for the partial vacation, there will be a fence, gate and scrubs put up, and the vision to the water will be blocked and unsafe. It will be hard to see children playing, animals could be invisible, which could cause injury or harm to someone. Safety is giving protection, involving no risk and taking no risk.

Thank you,
Amanda Belcher

March 12, 2020

To: Destin City Council

Re: Partial Vacation of ROW at Harbor Lane

As a follow-up to statements I made at the last Council meeting on March 2, 2020, regarding this issue, please take a moment to review a more clear understanding of what I was trying to communicate. I hope you will take into consideration what I consider to be facts, I stated then, albeit abruptly in three minutes, and here today in this letter to you.

****SAFETY HAS BEEN ATTESTED TO BY BOTH THE APPLICANT AND THE COMMUNITY****

Your March 2nd Agenda had specifics to a meeting staff had with Destin's top Law Enforcement official, Captain Charlie Nix with the Okaloosa County Sheriff's Department. His two observations as noted:

"Putting up a fence barrier including shrubbery could (1) CREATE A VISION IMPEDIMENT AND SAFETY ISSUE FOR THE REST OF WATER ACCESS AREA, even a picket fence could (2)CREATE BLIND SPOTS AND WOULD MAKE SECURITY PATROLS MORE CUMBERSOME."

**If council partially vacates this city right of way, it then becomes private property and the owner will be free to build anything he chooses with correct city permitting. The City will not be in a position to deny him a fence permit that WILL THEN CREATE A VISION IMPEDIMENT AND SAFETY ISSUE FOR THE REST OF THE WATER ACCESS AREA. He suggested "Have city provide street lights along roadway and at the end of the Harbor Lane for additional safety and to light up area."

**If safety is in fact a great concern to the property owner requesting the partial vacation of the right of way, then I would suggest the city light it up like Fort Knox.

****THE CRITERIA FOR THIS PARTIAL VACATION AS DESCRIBED IN SECTION 8.01.00D2.d OF THE CITY OF DESTIN'S LAND DEVELOPMENT CODE HAS NOT BEEN MET****

Last week I specifically discussed Article 8 of the Land Development Code – Transportation, Section 8.01.00 PROTECTION OF RIGHT OF WAYS.

Section D, specifically states for the vacation of an ROW/easement, the following criteria must be met.

1. A completed application by the abutting property owner shall be submitted to the city engineer's office, and contain 7 items.
2. The city attorney shall review the application for legal sufficiency, and city engineer provide recommendation to the local LPA. When LPA is reviewing application, 4 criteria must be met:
 - a. The requested vacation is consistent with comprehensive plan.
** I do not believe so.
 - b. The ROW does not provide the sole access to the property.

****This ROW DOES IN FACT PROVIDE THE SOLE ACCESS TO THIS PROPERTY.**

- c. The vacation would not jeopardize the current or future location of any utility.

****There is no definitive answer to this requirement. For SAFETY purposes and the recommendation by Captain Nix for better lighting at the shoreline, this vacation COULD IN FACT jeopardize the current or future location of any utility.**

- d. The proposed vacation is not detrimental to the public interest. City ownership of the ROW is no longer necessary to accomplish any valid city purpose. The city has not granted any easements which will be adversely affected by the vacation.

****Both lines 2 and 3 were omitted in the agenda packets to both the LPA at their 1/23/20 meeting and the city council 3/2/20 meeting. (see attached) The 2nd sentence is MOST IMPORTANT regarding this particular ROW is IN FACT NECESSARY TO ACCOMPLISH ANY VALID CITY PURPOSE, SPECIFICALLY TO MEET CHAPTER 7 OF THE CITY'S OWN COMPREHENSIVE PLAN.**

IMPORTANT NOTES:

****THE CITY HAS NO LICENSED ENGINEER ON STAFF. JOE BODI IS NOT A LICENSED ENGINEER.**

****THE CRITERIA FOR A PARTIAL VACATION OF THIS RIGHT OF WAY DOES NOT MEET CRITERIA IN THE CITY OF DESTIN'S OWN COMPREHENSIVE PLAN PERTAINING SPECIFICALLY TO CHAPTER 7 – RECREATION AND OPEN SPACE ELEMENT PREPARED PURSUANT TO FLORIDA STATE STATUTE 163.3177(5)(e) AND REQUIRED PURSUANT TO FLORIDA STATE STATUTE 163.3177(5)(g).****

There are 7 major topics pertinent to Joe's Bayou and ROWs.

Policy 7-1.1.2 in the footnote 2 of Table 1 – "Beach shoreline Access standard is acceptable to the following shoreline areas, Gulf Shore Drive ROW, Joe's Bayou"

Policy 7-1.1.6 Maintain Beach Shoreline Access Points – "...such access points, indicating the public may use these easements, ROWs, or lots to enter shoreline areas."

Policy 7-1.1.8 Improve Access to Northern Shoreline – "...distance to those residential neighborhoods near or abutting Indian Trail.

Policy 7-1.1.10 Improve Existing Access Points to Joe's Bayou – "City shall continue its efforts to investigate improvements to underimproved or unimproved access points to Joe's Bayou."

Policy 7-1.2.3 Preserve through Acquisition or Dedication – "City shall continue to acquire open space and natural areas so as to maintain and improve recreational opportunities for ALL residents."

Policy 7-1.2.5 Vertical Open Space and Scenic Vistas – "Site development shall occur in a manner that retains views to shoreline for adjacent inland properties etc..."

Policy 7.1.3.6 Provide Signage – "... to identify Bayou access points."

Additionally, without completing the research myself, I now have a question. What about the set back lines and buffer zones, and how will this adversely affect the public's access to the shoreline and property owner on the north side of the ROW? If the partial vacation is given, will there be enough room for emergency vehicles without going across the driveway of the property owner to the north?

In conclusion, I would ask each of you if the evidence presented proves beyond a reasonable doubt, that the application for the partial vacation of this right of way should be denied? If you answered, "Yes," then you must VOTE NO TO THE PARTIAL VACATION OF THE RIGHT OF WAY AT HARBOR LANE.

Sincerely,

Marcie Bell

March 12, 2020

To All Destin City Council Members,

My name is Debra L. Magouirk and I reside at 721 Planet Drive.

First, I would like to thank all of you for your dedicated service to our City and residents.

I have lived and worked in Ft. Walton Beach and Destin since 1966. I worked at the old Marlborough Marina for years for Mr. Mitler (best job I've ever had), picked up bait from Mrs. Muriel several times in those wee hours of the morning, cleaned fish for Her Majesty for many years, worked at East Pass Marina, etc. As you can see, I have spent most of my entire life either on the water or working by the water.

My husband and I built our dream home on Planet Dr. after taking many, many years to find the right lot and location. This was the perfect fit for the closeness to the waterways and a great neighborhood.

I oppose the vacation of the right of way on Harbor Lane, not to just Mr. Krueger, but to any other landowner that owns property next to a "right of way". These right of ways in Destin have been used by the residents for many, many years and should remain that way for all.

I would like to thank you for the \$25,000 offered to improve the right of way on Harbor lane, but I believe this money should be allocated for a better purpose.

Our community has been working diligently to come up with a solution that would make everybody happy. If you, the City Council would pave the 45', as mentioned in the meeting on March 2nd, this would provide the perfect solution for both parties. First, we would keep our complete right of way and Mr. Krueger could build his gate, fence, wall etc. on HIS property line. Mr. Krueger does not need this partial vacation of right way to do that. Mr. Krueger is a smart man and I believe when he was looking to purchase this land that he knew and understood full well regarding the access to the property. Therefore, I believe he purchased this property with the intention of filing for the partial vacation of the right of way. (free land)

By approving this partial vacation of right of way, you would not only be giving free WATERFRONT property away to one individual and setting a precedence, but would be taking this property away from hundreds of residents. That is just not right for any reason.

I hope all of you will do the right thing for just not the residents of Moreno Acres, but to all residents that would be affected by vacating any partial or full right of ways in Destin.

Thank you for your time.

Debra L. Magouirk

1. I am sure the majority, if not all individuals in this room have purchased land. As you know, when you purchase land, you have a survey done, so you know where your boundaries/property lines are.

- Obviously, Mr. Kruger was not satisfied with the land he purchased/property line, so he sought after public property. He was given an easement to access his property, and he is still not satisfied with that.
- He is requesting that the Council take VALUABLE public land from tax paying families (who have utilized and enjoyed this public land for numerous years), and "GIVE" it to him for his personal gain, (which will increase the value of his home significantly). Families have utilized this land far before Mr. Kruger made his purchase.
- Because he is not happy with the land he purchased, is it right to reward him, and punish hundreds of families?
- His attorney is saying he needs this land due to people parking in his drive and blocking him in.
 - No one drives that far down the road, except for him and his neighbor. *My husband and I have been by there several times every day since the LPA meeting and the only vehicles we have seen are maintenance vehicles parked a little up the road next to his neighbor's home.
- If a car parks in his drive now with his existing fence, he will be blocked. If you move the fence out to the

road and a car parks behind the fence, he will still be blocked.

- If they should drive down that far and park in his (allowed usage drive) – currently, he can look out across the space and see if someone is there, and ask them to move their car.
- If for some reason, the Council should give him this land and allow a fence, if he is blocked, he will have to get out of his vehicle, walk around the backside of his fence and see if someone is out there. This makes their claims invalid.

2. I recently read an article in The Destin Log, WEAR TV, and a mention in the New York Times quoting the City Council saying that Destin tax paying residents have agreed to additional tax monies being collected for various needs. (Key being public beach access – shortage). It makes no sense to purchase public land, when members of the LPA vote to “GIVE” away “FREE” prime public property that is a **vital part of our community**. Do you believe that tax paying residents will agree to additional taxes when they hear that we sit here waiting on a decision from the Council to see if they will “GIVE” this **valuable/prime public** property to a private person for his personal gain? I think not.

DESTIN'S ALL LOGIC
PRINCIPALS

Rey Bailey

From: Richard <rreger@cox.net>
Sent: Wednesday, March 11, 2020 8:50 PM
To: Rey Bailey
Subject: Harbor Lane ROW

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Mr Rey Bailey: Please include my comments in the packet you are preparing for the meeting of the City Council

Thank you.

Richard Reger

RICHARD T. REGER

790 BAYOU DRIVE

DESTIN, FLORIDA

837-2377

rreger@cox.net

Dear Mayor Jarvis and members of the City Council:

I have lived in the neighborhood of the Harbor Lane ROW for 43 years. I have lived at 809 Jupiter Street, 809 Mars Street, and now 790 Bayou Drive. My children and now grandchildren have played and continue to play at the end of Harbor Lane.

The LPA on June 21, 2018 did not approve the petitioner's request to vacate portions of the Harbor Lane Public Right of Way. Recently, the petitioner submitted a new request to vacate the ROW. The new LPA with a member being a fellow office worker of the petitioner, approved the request as did the city council on the First Reading. The final decision is now up to the Destin City Council.

Vacation of the Harbor Lane public ROW is clearly detrimental to the public interest as evidenced by the large number of people who attended the past 2 LPA meetings, an earlier request to vacate the ROW LPA, the most recent meeting of the City Council; and the many people who signed the petitions not to vacate the ROW.

Vacation of the ROW is also be contrary to the City's Master Plan ie being family friendly, and providing citizens with water access.

Once a ROW is vacated it is lost forever to current and future generations of citizens, If the city were to vacate the ROW it would add to the property value of the applicant; and would diminish the property values and the quality of life of non-waterfront property owners in Moreno Acres. The ROWs in Moreno Acres were originally plated to provide an incentive to people to buy lots in the subdivision and build homes. Many did. I noted in the newspaper, a while ago, that a Walton County Zoning Board granted a variance to set back and right of way requirements. A short time later, the property owner offered to sell the property. The same could happen here.

I do not think the petitioner needs the ROW to be vacated. He wants it vacated. He wants you to take it away from the people who have enjoyed it for many years, and from the future generations who could enjoy it. The petitioner has stated right of access to his property, and safety concerns as his reasons for wanting the vacation. I believe he and his family have lived at his current location for several years. They have made an accommodation with the existing situation so it is clearly not "Needed". I sometimes think the petitioner wants the additional space to park cars, and if the ROW is granted, fences will not be needed as there will be a wall of cars parked on his expanded drive way.

In the past, I and other neighbors, were very concerned about enhancements to the airport. We didn't want to see our quality of life and safety diminished. We were in essence told that people who live near airports should know that noise and crashes occur near airports. The city should take the approach here, ie people who live next to places (ROW's, parks, schools, beaches, ball fields, entertainment establishments, etc) where others recreate; just as people who live next to airports should know that from time to time they may be inconvenienced.

I urge you to follow the lead of the 2018 LPA and VOTE TO DENY THE REQUEST TO VACATE any portion of the existing Harbor Lane public right of way.

Sincerely,

Richard T. Reger

Rey Bailey

From: Kim Destin <destinp@cox.net>
Sent: Wednesday, March 11, 2020 11:06 PM
To: Council
Cc: Rey Bailey
Subject: No Vacation of Harbor Lane ROW

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Council Members,

I respectfully request that you vote no to the vacation of ROW at the public beach access on Harbor Lane for the following reasons:

1. A vacation would violate the comprehensive plan's directive to "improve existing access points to Joe's Bayou".
2. A vacation would be "detrimental to the public interest" by taking away public access to land that has been used by hundreds of people in the Moreno Acres neighborhood for decades. At least 239 people have signed a petition against this vacation at this writing. The giving away of even a portion of this land is indeed detrimental to our neighborhood.
3. The "safety" of the requesting homeowner is no more important than anyone else in our neighborhood. We are all able to put gates and fencing on our own property if needed, but according to the police reports there have been very few incidents in this area in the last five years. The evidence shows the truth.
4. Okaloosa County Sheriff's Captain Nix has evaluated the potential hazards of the homeowner's future plans to build fencing, etc. on the vacated portion and has concluded that blind spots of any kind would make the security patrols more cumbersome. In this case the safety of the area would really be an issue.

The logical compromise by both parties would be to extend the road to allow this homeowner to connect to the road directly in front of his property, with no fencing, gates, or vacation of the ROW needed.

Thank you for your consideration of this matter, Kim Destin

Rey Bailey

From: Sommer Jarosewicz <sommertime77@icloud.com>
Sent: Thursday, March 12, 2020 10:05 AM
To: Rey Bailey
Subject: 3-16-2020 council mtg (vac.of ROW)

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

My name is Sommer Norwood Jarosewicz. My address is 804 Jupiter Street. My family has enjoyed this ROW access for over 18 years.

Police Reports for the past five years at and around this location show that 0 arrests have been made. It is evident that Harbor Lane is just as safe as every other street in Moreno Acres. We just have VERY LITTLE crime!!

While every owner deserves access to their driveway and their property..... I do Not believe this property needs to be secured in the manor that's being requested by the new resident. Therefore I do NOT support a vacation of ROW.

I turned in police reports for the past five years for Harbor Lane at our prior council mtg should anyone want to take a look at the records. You will see that there are less than a handful of parking complaints and 0 parking complaints in 2019 to current. Reports also show our OCPD watch orders have increased tremendously since we requested them after our mtg in August 2018. Each time an officer drives by the location it is recorded. There are nearly 100 watch orders for 2019!

Thank You for your time.
Sommer Norwood Jarosewicz
850-259-1901

Sent from my iPhone

CITY OF DESTIN
(850) 654-1119

BUILDING PERMIT#: 15-00902
Date: 04-23-15

Location: 604 HARBOR LANE

Lot: 8 Block: Subdivision: SAFE HARBOR
Tax Identification #: 00-2S-22-2160-0008-0010
Zoning District: RSS Flood Zone: X/AE

PROJECT # 95- RW

Property Owner: ALLAN MERLIN A & DEANNA N
Address: 5410 TERRACE LANE S MIRAMAR BEACH FL 32550
Phone: - -

Contractor: WILLIAM F. DAVIS CONSTRUCTION, INC.
Address: 1765 WEST HEWITT ROAD SANTA ROSA BEACH FL 32459-
Phone: 850-622-9135

Work Description: REPALCE SEAWALL

Cost of Construction: \$9800.00 Square Footage:

\$ 120.00 PERMIT FEE - MARINE REPAIR	3.24 DPR FEE
60.00 PLAN REVIEW FEE	30.00 MARINE FEE
36.00 PROCESSING FEE	
3.24 SURCHARGE FEE	

Permit Fee: \$ 252.48

CHECK #:

Visa

Cash: _____

* NOTICE *

This permit becomes null and void if work or construction authorized is not completed within 6 months.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

All facts stated in the application are true and correct and all construction shall be in accordance & compliance with all ordinances of the City of Destin and any rules or regulations of the Destin City Council. This permit is subject to revocation at any time upon the violation of any provision of any ordinance, rule or regulation of the City of Destin or upon any change in plans and specifications not authorized by the City of Destin.

In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.

Applicant's Signature

FRANK

Applicant's Printed Name

Rolla Bell
Building Official



Community Development Department
Building Division

4200 Indian Bayou Trail, Destin, FL 32541
Ph: (850) 654-1119 Fax: (850) 837-7949

10/2/14, 2/12/15, 3/9
RECEIVED

OCT - 2 2014

Building Division

Marine Construction Permit Application

JOB SITE ADDRESS: 604 Harbor Lane NAME OF PROJECT: Allan DATE: _____
PARCEL ID: 00-25-22-246-0000-6010 LOT _____ BLOCK _____ SUBDIVISION: District-10
OWNER OF PROPERTY: Merlin Allan CONTRACTOR COMPANY NAME: W.F. Daw
ADDRESS: 5410 Terrace Lane QUALIFIER NAME: _____
CITY, STATE, ZIP: Miramar Bch STATE LICENSE # _____ COMP# _____
PHONE _____ FAX _____ ADDRESS: 1765 West Heath
MOBILE/CELL _____ CITY, STATE, ZIP: Santa Rosa Bch FL 32459
FEE SIMPLE TITLEHOLDER (if other than owner) _____ PHONE _____ FAX _____
ADDRESS _____ CONTACT PERSON: Frank Daw
CITY, STATE, ZIP _____ MOBILE/CELL: 259-2255
EMAIL: _____
ARCHITECT/ENGINEER: _____ ADDRESS: _____
BONDING COMPANY _____ ADDRESS: _____
MORTGAGE LENDER NAME _____ ADDRESS: _____
DESCRIPTION OF WORK TO BE DONE: Replace wall

CATEGORY TYPE: ☒ Residential ☐ Commercial CODE YEAR EDITION: FBC/RBC 200
PERMIT TYPE: ☒ Bulkhead(seawall) ☐ Dock/Pier ☐ Piles ☐ Boatlift ☐ Boathouse ☐ Boat Ramp ☐ Other _____
CONSTRUCTION TYPE: ☐ New ☐ Repair ☒ Replace ☐ Remove ☐ Relocate ☐ Addition DEP Permit required: ☐ Yes ☐ No

* Marine Contractors must maintain applicable workers' compensation and general liability insurance as required by state and federal law, including but not limited to the provisions of the LONGSHOREMEN'S and Harbor Worker's Compensation Act.

TOTAL VALUE (MATERIAL & LABOR): 9800.00
(excluding lot)

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

**Provide scaled site plan or survey depicting improvements.

Applicants Signature: _____

Date: _____

10-2-14

Applicants Printed Name: _____

Date: _____

Frank Daw 10-2-14

Reviewed By: _____

(Building Div. - Permit Officer)

Date: _____

Reviewed By: _____

(Environment Officer)

Date: _____

Received By: _____

(Initials)

Date: _____

252-48

CITY OF DESTIN - BUILDING DIVISION

PERMIT APPLICATION

NOTICE TO OWNER / CONTRACTOR

RECEIVED

OCT - 2 2014

Building Division

JOB SITE
ADDRESS: _____NAME OF
PROJECT: _____

PARCEL ID _____

LOT _____ BLOCK _____ SUBDIVISION _____

Application is hereby made to obtain a permit to do the work and installation as indicated. I certify that no work or installation has been commenced prior to issuance of a permit and that all work will be performed to meet all codes, standards and laws governing construction in this jurisdiction. I also certify that all required insurances for me and any trades are in accordance with state laws. I understand that a separate permit must be secured for **BUILDING, ELECTRICAL WORK, PLUMBING, MECHANICAL, ROOFING, SIGNS, POOLS and Right of Way (ROW) CONSTRUCTION**, etc.

OWNER / CONTRACTOR AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning per State and City of Destin.

If the direct contract is greater than \$2500, the applicant/owner must file a NOTICE OF COMMENCEMENT.

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT."

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Must be signed in presence of a Notary



Signature

Owner or Agent (including contractor)



Signature

Contractor

STATE OF FLORIDA
COUNTY OF OKALOOSA

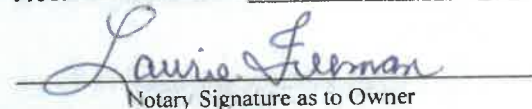
Sworn to (or affirmed) and subscribed before me this

2nd day of October, 2014

by W. Frank Davis

Personally known ☒ OR

Produced Identification _____



Notary Signature as to Owner

SEAL:



LAURIE FREEMAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF154414
Expires 8/25/2018

STATE OF FLORIDA
COUNTY OF OKALOOSA

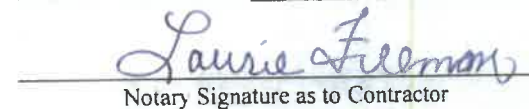
Sworn to (or affirmed) and subscribed before me this

2nd day of October, 2014

by W. Frank Davis

Personally known ☒ OR

Produced Identification _____



Notary Signature as to Contractor

SEAL:



LAURIE FREEMAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF154414
Expires 8/25/2018

RECEIVED

Okaloosa County

Property Appraiser

OCT - 2 2014

vision

Sales In Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Okaloosa Home
Owner and Parcel Information					
Owner Name	ALLAN MERLIN A & DEANNA N		Today's Date	October 2, 2014	
Mailing Address	5410 TERRACE LANE S MIRAMAR BEACH, FL 32550		Parcel Number	00-2S-22-2160-0008-0010	
Location Address	604 HARBOR LN		Tax District	DESTIN (District 10)	
Property Usage	VACANT (000000)		2013 Millage Rates	13.5218	
Section Township Range	00-2S-22		Acreage	0	
Business Name			Homestead	N	

[Show Parcel Maps](#)

Value Information			Legal Information
	2013 Certified Values	2014 Proposed Values	
Building Value	\$0	\$0	SAFE HARBOR PART LOT 8 AS OR The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.
Extra Feature Value	\$0	\$0	
Land Value	\$193,182	\$226,590	
Land Agricultural Value	\$0	\$0	
Agricultural (Market) Value	\$0	\$0	
Just (Market) Value*	\$193,182	\$226,590	
Assessed Value	\$193,182	\$212,500	
Exempt Value	\$0	\$0	
Taxable Value	\$193,182	\$212,500	
*Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.			
Tax Information			

Building Information

No buildings associated with this parcel.

Extra Features Data

Description	Number of Items	Unit Length x Width x Height	Units	Effective Year Built
No records associated with this parcel.				

Land Information

LAND USE	NUMBER OF UNITS	UNIT TYPE	Frontage	Depth
SFR BAYOU	83	FF	83	0

Sale Information

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
07-11-2014	\$ 350,000	Warranty Deed	3155	4068	Qualified	Vacant	DOSS MARYETTA D TRUST	ALLAN MERLIN A & DEANNA N (H&W)
06-19-2002	\$ 100	TRUSTEE DEED	2368	2223	Unqualified	Vacant	DOSS MARYETTA	DOSS MARYETTA D TRUST
09-01-1982	\$ 87,500	Warranty Deed	1163	683	Qualified	Vacant		DOSS ROBERT F & MARYETTA B
06-01-1981	\$ 65,000	Warranty Deed	1121	1312	Qualified	Vacant		
01-01-1977	\$ 11,270	PREVIOUS VALUE	0	0	Unqualified	Vacant		

Sales In Area	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Okaloosa Home
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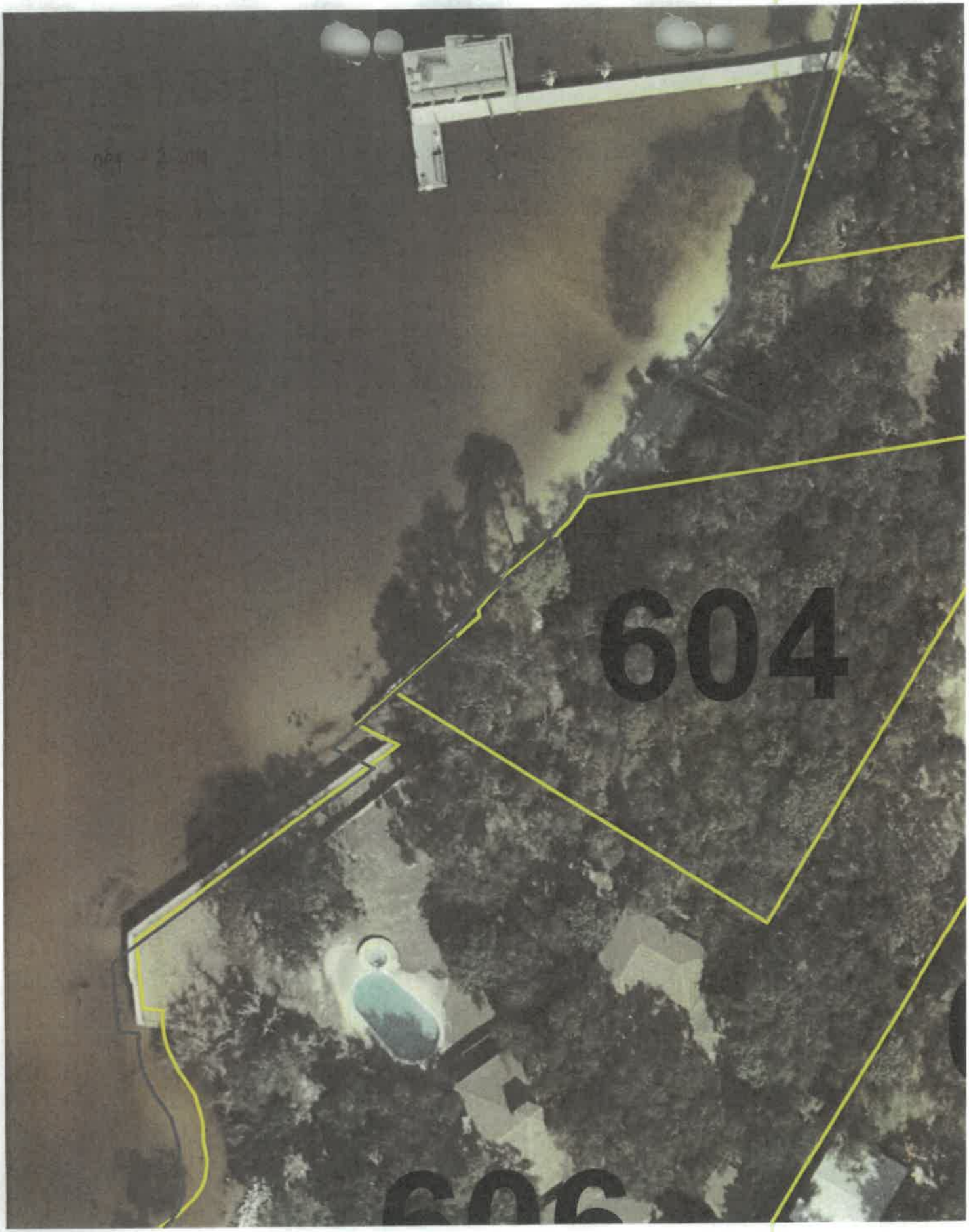
The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change.
Website Updated: September 30, 2014

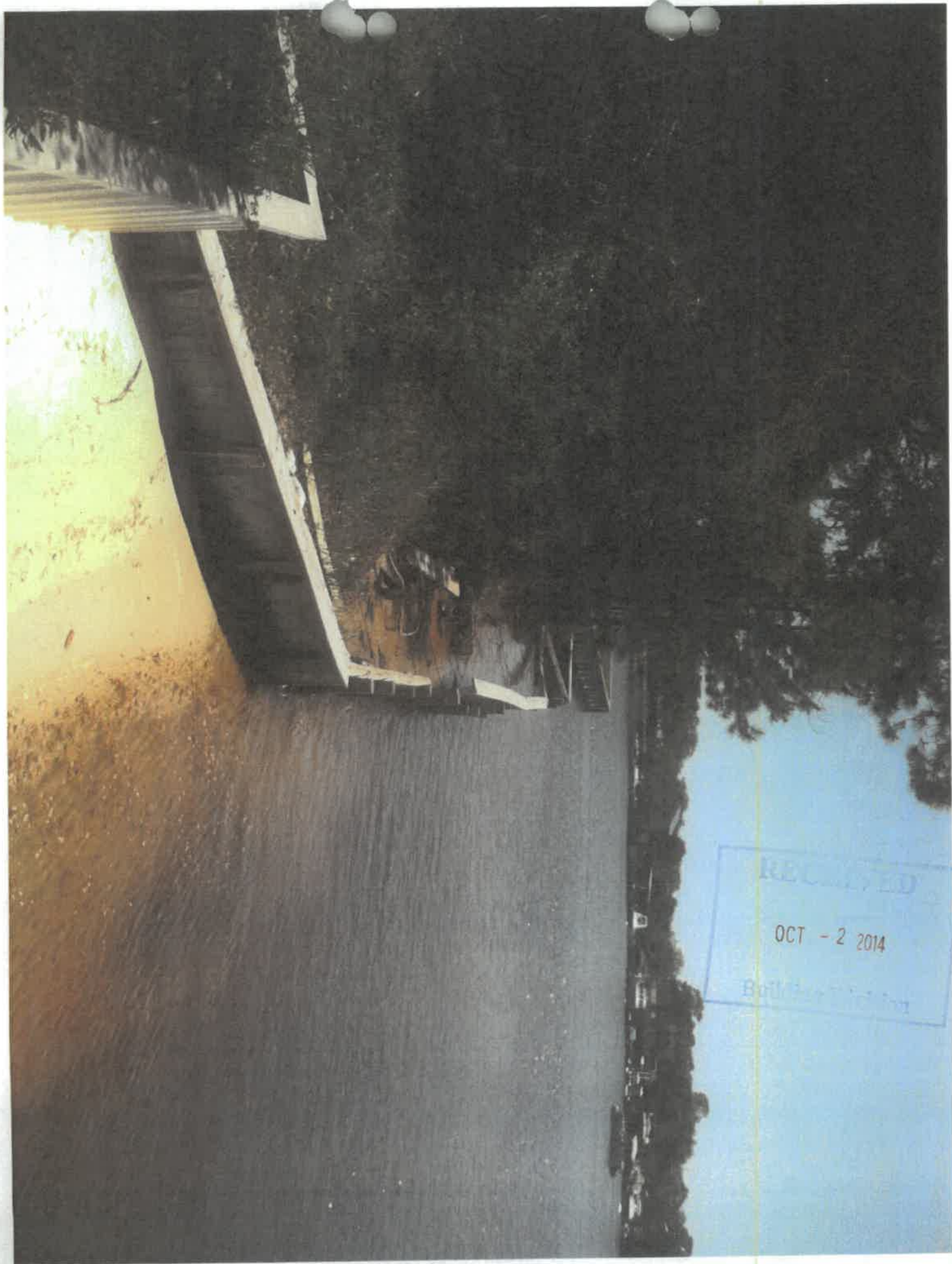
© 2011 by the County of Okaloosa, FL | Website design by [qpublic.net](#)

004 - 2-2011

604

606

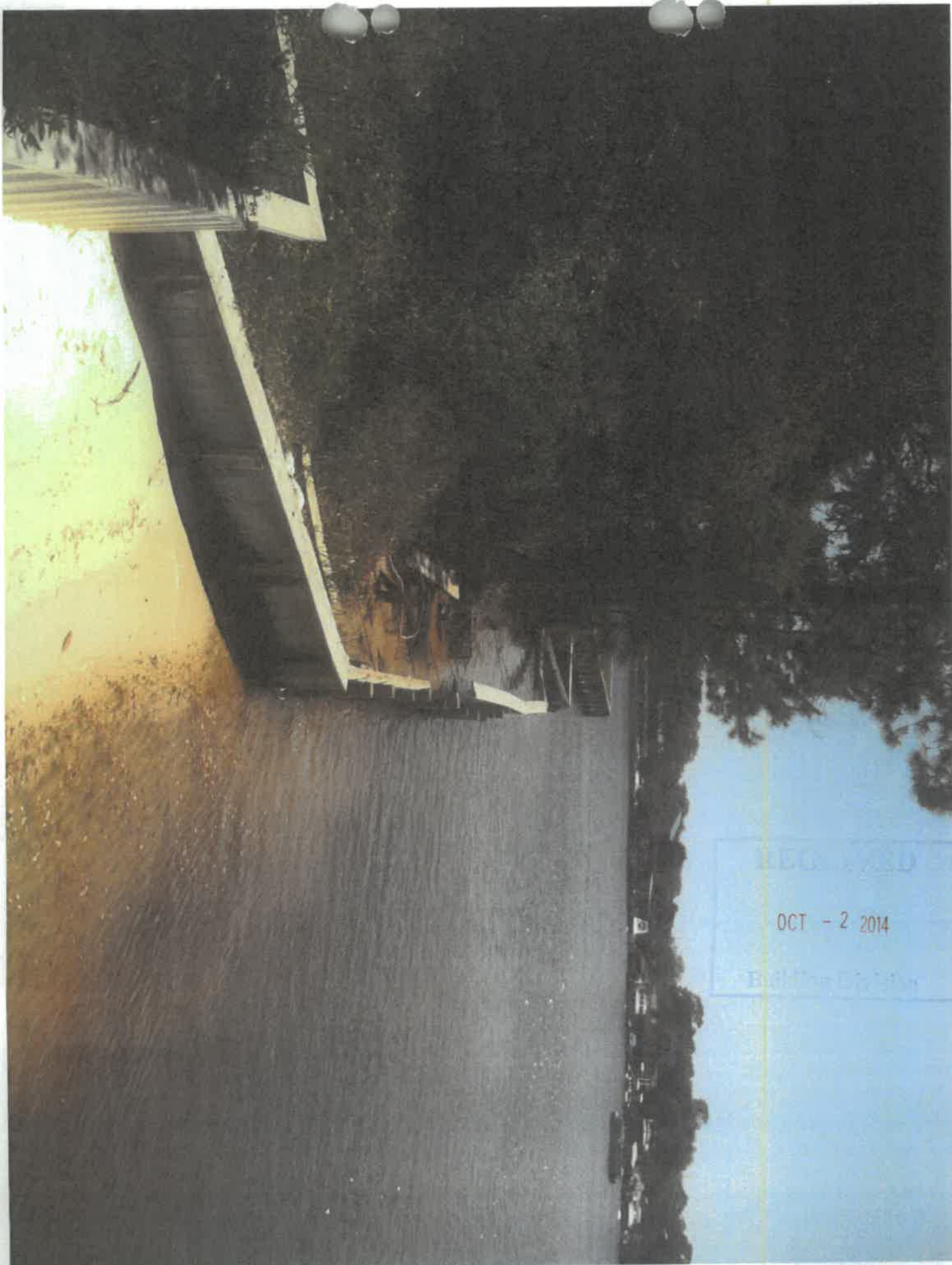




RECEIVED

OCT - 2 2014

Bull Terrier



RECORDED

OCT - 2 2014

FILED

CERTIFICATE OF COMPLETION

City of Destin

This Certificate is issued pursuant to the requirements of the 2014 Florida Building Code certifying that at the time of issuance, this structure was in compliance with the various codes and ordinances of the jurisdiction regulating building construction or use.

Permit #: 1602273

Permit Address: 604 HARBOR LANE

Lot: 8 Block: Subdivision: SAFE HARBOR

Parcel: 00 - 2S - 22 - 2160 - 00080010

Owner: KREUGER R TIMOTHY TRUST

Address: 34990 EMERALD COAST PARKWAY #400

City: DESTIN State: FL Zip: 32541

Contractor: LOBELLO, DUHON, LOBELLO

Description of Work:
CONSTRUCT NEW DOCK WITH A 12'X36' SLIP, DECK & BOAT LIFT

Occupancy/Use: R3

Const Type: VB

Occ. Load:

Automatic Sprinkler required ☐ Y ☐ N Automatic Sprinkler provided ☐ Y ☐ N

Any special stipulations/conditions:

Robert D. Seel, CSO
Building Official or Duly Authorized Representative

11-18-2016
Date

CITY OF DESTIN
(850) 654-1119

BUILDING PERMIT#: 16-02273
Date: 08-22-16

Location: 604 HARBOR LANE

Lot: 8 Block: Subdivision: SAFE HARBOR
Tax Identification #: 00-2S-22-2160-0008-0010
Zoning District: RSS Flood Zone: X/AE

PROJECT # 95- RW

Property Owner: KREUGER R TIMOTHY TRUST
Address: 34990 EMERALD COAST PARKWA DESTIN FL 32541
Phone: 850-803-1500

Contractor: LOBELLO, DUHON, LOBELLO
Address: 297 WEST MIRACLE STRIP PA MARY ESTHER FL 32569
Phone: 850-585-3003

Work Description: CONSTRUCT NEW DOCK WITH A 12'X36' SLIP, DECK & BOAT LIF

Cost of Construction: \$34187.00

Square Footage:

\$ 270.00 PERMIT FEE - DOCK
135.00 PLAN REVIEW
36.00 PROCESSING FEE
6.62 SURCHARGE FEE

6.62 DPR FEE
NPEB FEE
30.00 MARINE FEE

Permit Fee: \$ 484.24

Check #: 3048

Cash: _____

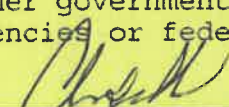
* NOTICE *

This permit becomes null and void if work or construction authorized is not completed within 6 months.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

All facts stated in the application are true and correct and all construction shall be in accordance & compliance with all ordinances of the City of Destin and any rules or regulations of the Destin City Council. This permit is subject to revocation at any time upon the violation of any provision of any ordinance, rule or regulation of the City of Destin or upon any change in plans and specifications not authorized by the City of Destin.

In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.


Applicant's Signature

Applicant's Printed Name


Building Official

11/17
Final
OK 11/15
11/18/16



Community Development Department
Building Division

4200 Indian Bayou Trail, Destin, FL 32541
Phone: (850) 654-1119 Fax: (850) 837-7949

Marine Construction Permit Application

DATE: 8/16/16

JOB SITE ADDRESS: 604 Harbor Ln

NAME OF PROJECT: Krueger dock

PARCEL ID: LOT: BLOCK: SUBDIVISION:

OWNER OF PROPERTY: Tim Krueger

CONTRACTOR COMPANY NAME: LoBello Duhon LoBello

ADDRESS: same

QUALIFIER NAME: Chuck LoBello

CITY, STATE, ZIP: Destin, FL 32541

STATE LICENSE #: 6024 DO

PHONE: 850 803 1500 FAX: n/a

ADDRESS: 297 W Miracle Strip Pkwy

MOBILE/CELL: same

CITY, STATE, ZIP: Mary Esther, FL 32569

FEE SIMPLE TITLEHOLDER (If other than owner): n/a

PHONE: 850 585 3003 FAX: n/a

ADDRESS:

CONTACT PERSON: same

CITY, STATE, ZIP:

MOBILE/CELL: same

EMAIL: chuckldl@cox.net

ARCHITECT/ENGINEER: ADDRESS:

BONDING COMPANY: n/a

ADDRESS:

MORTGAGE LENDER NAME: n/a

ADDRESS:

DESCRIPTION OF WORK TO BE DONE:
Construct dock (see drawings)



CATEGORY TYPE: ☒ Residential ☐ Commercial

CURRENT CODE: Building Division

PERMIT TYPE: ☐ Bulkhead(seawall) ☒ Dock/Pier ☐ Piles ☒ Boatlift ☐ Boathouse ☐ Boat Ramp ☐ Other:

CONSTRUCTION TYPE: ☒ New ☐ Repair ☐ Replace ☐ Remove ☐ Relocate ☐ Addition DEP Permit required: ☒ Yes ☐ No

* Marine Contractors must maintain applicable workers' compensation and general liability insurance as required by state and federal law, including but not limited to the provisions of the LONGSHOREMEN'S and Harbor Worker's Compensation Act.

TOTAL VALUE (MATERIAL & LABOR): 34,187
(excluding lot)

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

**Provide scaled site plan or survey depicting improvements.

Applicants Signature: Date: 8/16/1

Chuck LoBello Date: 8/16/1

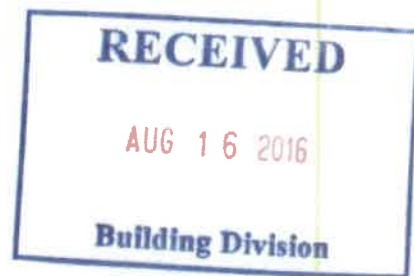
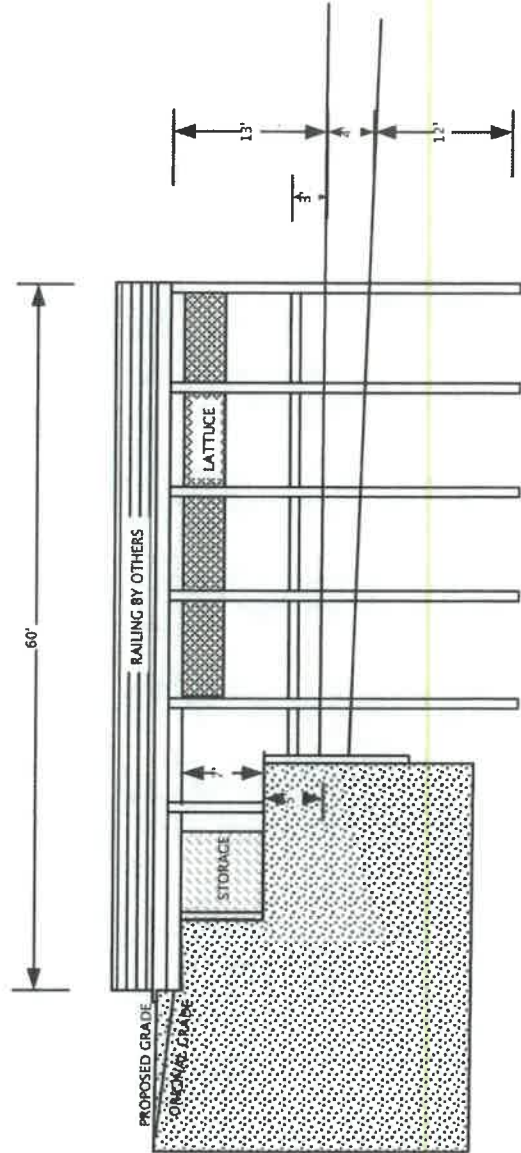
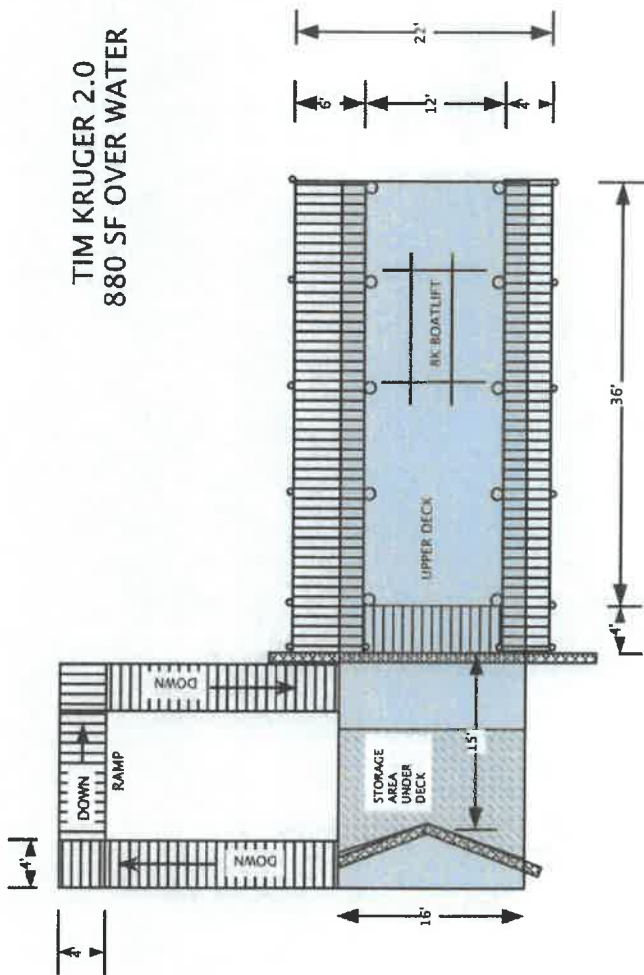
Applicants Printed Name: Date:

Reviewed by: (Building Div. - Permit Officer) Date: 8/17/16

Reviewed By: (Environment Officer) Date: 8-16-16

Received By: (Initials) Date:

TIM KRUGER 2.0
880 SF OVER WATER



Inet. #3066015 Bk. 3263 Pg. 1513
Page 1 of 1 Recorded: 8/25/2016 10:42 AM
RECORDING ARTICLE V: \$4.00 RECORDING: \$6.00

DEPUTY CLERK L WILLIAMS
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

NOTICE OF COMMENCEMENT

State of Florida, City of Destin

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

Legal Description of Property: Lot 8 Safe Harbor
Street Address: 604 Harbor Lane City: Destin
General Description of Improvements: Install dock
Owner's Name: Tim Krueger
Owner's Address: 34990 Emerald Coast Pkwy, Destin, FL 32541
Owner's Interest in Property: Owner
Name and Address of Fee Simple Titleholder (if other than owner): n/a

RECEIVED

AUG 25 2016

Building Division

General Contractor
Name: LoBello Duhon LoBello LLC Phone: 850 585 3003
Address: 297 W Miracle Strip Pkwy City: Mary Esther, FL 32569

Name and Address of the Surety on the Payment Bond under Fla. 713.23, if any and the amount of such bond:

Name: n/a Phone: _____
Address: _____ City: _____
Lender's Name: _____ Phone: _____
Address: _____ City: _____

Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7, Florida Statutes.

Name: n/a Phone: _____
Address: _____ City: _____

In addition to him or herself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in 713.13 (1) (b), Florida Statutes.

Name: _____ Phone: _____
Expiration date of the Notice of Commencement is one (1) year from the date of recording unless a different date is specified.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Signature of Owner or Owner's Authorized
Officer/Director/Partner/Manager

Signature's Title

The foregoing instrument was acknowledged before me this 23rd day of AUGUST, 2016, by

TIM KRUEGER

who produced N/A as identification.

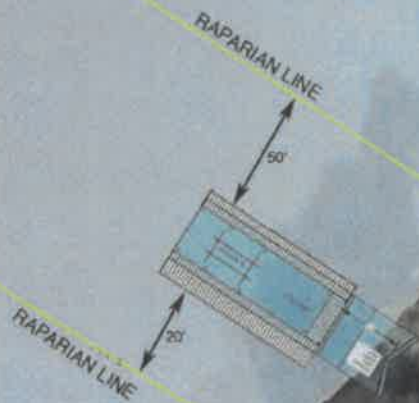


J A Keatts
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF021707
Expires 8/7/2017

JA Keatts

PERSONALLY KNOWN

JOES BAYOU



RECEIVED

AUG 16 2016

Building Division



CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: August 15, 2016
TYPE OF AGENDA ITEM: Consent Agenda

TO: Mayor and City Council
THRU: City Manager/Carisse LeJeune
FROM: Environmental Officer/David Bazylak
DATE: August 2, 2016
SUBJECT: Tim Krueger/604 Harbor Lane/Marine Construction

I. BACKGROUND: Requesting final approval of the above referenced proposed marine construction located at 604 Harbor Lane.

II. DISCUSSION: On July 26, 2016 the Harbor and Waterways Board met to review a request submitted by Tim Krueger to construct a single-family dock with a 12' x 36' boat slip, deck, and boat lift.

After a brief discussion by the Board, it was determined that the project as submitted complied with city code. However, due to the shape of the lot and the lot's proximity to an adjacent city right of way, the board asked the applicant if he would move the proposed structure to within 20' of the southern adjacent property in order to leave more options open for the city if they decide to develop this right of way in the future. Staff recommended that Mr. Krueger obtain a statement of no objection from the adjacent property owner to this revision and Mr. Krueger has complied with the board's and staff's request. A motion was made by the board to recommend approval of the project with the stated conditions and was approved unanimously 5-0.

All state and federal permits have been received.

- A. **Link to Strategic Goals/Objective:** Preservation of Heritage and Environment
- B. **Effect on Budget (EOB):** N/A
- C. **Level of Service (LOS):** N/A

III. CONCLUSION: Based on compliance with all City codes and regulations, and preliminary approval issued by the Harbor and Waterways Board, it is recommended the City Council approve the above referenced marine construction.

IV. **RECOMMENDED MOTION:** It is moved that final approval be issued for the proposed marine construction at 604 Harbor Lane, as submitted to the Harbor and Waterways Board.

Atch.

- A. Map
- B. Drawing
- C. Harbor Board Minutes July 26, 2016

BAYOU DR

HARBOR LN

Source: East, Digital Globe, GeoEye, Lockheed, Earthstar Geographics, GeoEye/USDA, NOAA, AEX, Geoimaging, Aerialcam, ISH, IRI, softscape, and the GIS User Community

CITY OF DESTIN - BUILDING DIVISION

PERMIT APPLICATION

NOTICE TO OWNER / CONTRACTOR

JOB SITE ADDRESS: 604 Harbor Ln

NAME OF PROJECT: Krueger dock

PARCEL ID: _____ LOT: _____ BLOCK: _____ SUBDIVISION: _____

Application is hereby made to obtain a permit to do the work and installation as indicated. I certify that no work or installation has been commenced prior to issuance of a permit and that all work will be performed to meet all codes, standards and laws governing construction in this jurisdiction. I also certify that all required insurances for me and any trades are in accordance with state laws. I understand that a separate permit must be secured for **BUILDING, ELECTRICAL WORK, PLUMBING, MECHANICAL, ROOFING, SIGNS, POOLS and Right of Way (ROW) CONSTRUCTION**, etc.

OWNER / CONTRACTOR AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning per State and City of Destin.

If the direct contract is greater than \$2500, the applicant/owner must file a NOTICE OF COMMENCEMENT.

“WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.”

FINAL INSPECTION IS REQUIRED ON ALL PERMITS—Failure to obtain a final inspection may result in legal action.

Must be signed in presence of a Notary

Signature
Owner or Agent (including contractor)

Signature
Contractor

STATE OF FLORIDA
COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me this

22nd day of August, 2016
by Chuck G. Bello

Personally known ☒ OR

Produced Identification _____

Notary Signature as to Owner

STATE OF FLORIDA
COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me this

22nd day of August, 2016
by Chuck G. Bello

Personally known ☒ OR

Produced Identification _____

Notary Signature as to Contractor

SEAL:



LAURIE FREEMAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF154414
Expires 8/25/2018

SEAL:



LAURIE FREEMAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF154414
Expires 8/25/2018

CERTIFICATE OF OCCUPANCY

City of Destin

This Certificate is issued pursuant to the requirements of the 2014 Florida Building Code certifying that at the time of issuance, this structure was in compliance with the various codes and ordinances of the jurisdiction regulating building construction or use.

Permit #: 1701589

Permit Address: 604 HARBOR LANE

Lot: 8 Block: Subdivision: SAFE HARBOR

Parcel: 00 - 2S - 22 - 2160 - 00080010

Owner: KREUGER R TIMOTHY TRUST

Address: 34990 EMERALD COAST PARKWAY #400

City: DESTIN

State: FL

Zip: 32541

Contractor: GARY MILLER HOMES INC

Description of Work:

ONE-STORY SINGLE FAMILY DWELLING AND FENCE

Occupancy/Use: R3

Const Type: VB

Occ. Load:

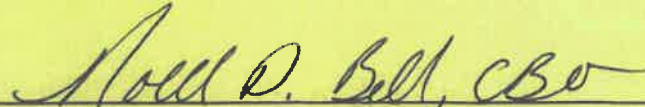
Automatic Sprinkler required ☐ Y

☐ N

Automatic Sprinkler provided ☐ Y

☐ N

Any special stipulations/conditions:


Building Official or Duly Authorized Representative

06-29-2018

Date

Gary Miller Homes

CONTRACTOR

SFD w/ Fence

TYPE OF CONSTRUCTION

8

LOT NO.

BLK NO.

Safe Harbor

SUBDIVISION

604 Harbor Lane

STREET ADDRESS

Kreuger

OWNER

678-5100

CONTRACTOR PHONE NO.

BUSINESS NAME, IF COMMERCIAL

McCullough 17-01625

ELECTRICAL CONTRACTOR

NOTICE OF COMMENCEMENT

DATE RECEIVED

Spencer Plumb 1701801

PLUMBING CONTRACTOR

FOUNDATION SURVEY

DATE RECEIVED

McCullough 1702373

MECHANICAL CONTRACTOR

FINAL SURVEY

DATE RECEIVED

Kens Gas 1702687

GAS CONTRACTOR

STORMWATER CERTIFICATION

DATE RECEIVED

John Gordon 17 2461

ROOF CONTRACTOR

WIND LOAD CERTIFICATION

DATE RECEIVED

Dependable Alarm 1703061

LOW VOLTAGE CONTRACTOR

IMPACT FEES PD

DATE RECEIVED

FIRE DEPT LETTER

ELEVATION CERTIFICATE

DATE RECEIVED

TERMITE LETTER

V ZONE CERTIFICATE

DATE RECEIVED

TOPO CERTIFICATION

DATE RECEIVED

DATE TEMPORARY ELECTRICAL SERVICE

DATE

GAS SERVICE

DATE

PERMANENT ELECTRICAL SERVICE

H&H Fees Pl ✓

6-15-17	Foster	Brad	SD	6/16/17
7-11-17	udged plbs	Jeff	SD	7/12/17
7-17-17	Slab	Brad	SD	7/18/17
8-1-17	Block fill	Brad	SD	8/2/17
9/1/17	Wall Sheathing	Brad	SD	9/5/17
9/5/17	Roof "	"	SD	9/6/17
9/7/17	Windows	Brad	SD	9/8/17
9/12/17	Roof Trusses	Brad	SD	9/13/17
10/20/17 (G) RI		Lon	SD	11/17/17
10/10/17 (E) Elec R/ly		Jeannette	SD	11/17/17
11/10/17 (M) mech R/sh			SD	11/17/17
11/15/17 (B) Dry In		Brad	AP Inspector SD	11/17/17 Pd 35#
11/16/17 (P) Slo		Jeff	SD	11/17/17
11/21/17 (B) Dry In (R)		Brad	SD	11/22/17
12/4/17	Insulation	Brad	SD	12/5/17
1/30/18 (R) Roof Final				
4/10/18 (M) Final		McCullough		
4/10/18 (E) Early Primer		McCullough	BV OK 4-10-18	
5/4/18 (P) Sewer		Jeff	OK BV 5-7-18	
5/17/18 (G) Final		Laurie	BV 6-27-18	

INSPECTION RECORD

DATE	TYPE OF INSPECTION	CALLER IN BY	APPROVAL	REINSPECTED
6/25/18 (M)	Final	Amber	BV 6/27/18	
6/25/18 (E)	Final	Amber	BV 6-27-18	
6/25/18 (P)	Final	Jeff	AV 6-27-18	
6/26/18 (B)	Final	Brad	BV 6-27-18	

6/27/18 - File to P:Z for site insp. - passed 6/29/18

CITY OF DESTIN
(850) 654-1119

BUILDING PERMIT # 17-01589
Date: 06-06-17

Location: 604 HARBOR LANE

Lot: 8 Block: Subdivision: SAFE HARBOR
Tax Identification #: 00-2S-22-2160-0008-0010
Zoning District: RSS Flood Zone: X/AE

PROJECT # 95- RW

Property Owner: KREUGER R TIMOTHY TRUST
Address: 34990 EMERALD COAST PARKWA DESTIN FL 32541
Phone: 850-803-1500

Contractor: GARY MILLER HOMES INC
Address: 108 BAILEY DRIVE NICEVILLE FL 32578
Phone: 850-678-5100

Work Description: ONE-STORY SINGLE FAMILY DWELLING AND FENCE

Cost of Construction: \$650000.00 Square Footage: 4709

\$ 706.35 BLDG PERMIT FEE	17.45 SURCHARGE FEE
36.00 BLDG PERMIT FEE	17.45 DPR FEE
371.18 REVIEW FEE	270.45 PLANNING PERMIT FEE
50.00 PROCESSING FEE	85.00 ENGINEERING

Permit Fee: \$ 1553.88 Check #: 1080 Cash: _____

* NOTICE *

This permit becomes null and void if work or construction authorized is not commenced within 6 months, or if construction or work is suspended or abandoned for a period of six months at any time after work is started. This permit expires two years after the date of issuance.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

All facts stated in the application are true and correct and all construction shall be in accordance & compliance with all ordinances of the City of Destin and any rules or regulations of the Destin City Council. This permit is subject to revocation at any time upon the violation of any provision of any ordinance, rule or regulation of the City of Destin or upon any change in plans and specifications not authorized by the City of Destin.

In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management district, state agencies or federal agencies.

Mark Miller
Applicant's Signature

Mark Miller VP
Applicant's Printed Name

Noell D. Bell
Building Official

KSS

DESTIN BUILDING PERMIT CONDITIONS
PHONE 837-4242 / FAX 850-460-2171

Page 1 of 2

Project Name: New Single Family Dwelling of **TIM KRUEGER**

Project Address: **604 HARBOR LANE**

Estimated Square Footage of structure(s) Heated & Cooled: **3203**

Est. Project Impact Fees: Parks: **\$570** Libraries: **\$190** Police: **\$27** Roads: **\$1677** = *Total: **\$2464.**

* ACTUAL TOTAL AMOUNT WILL BE BASED ON BUILD OUT AT TIME OF C.O.

No changes shall be made to the approved plans and construction shall not deviate from the approved plans without prior written approval from the applicable City departments. Unapproved deviations may result in the revocation of this permit and give the inability to secure a Certificate of Occupancy. Provide a revised site plan for ANY CHANGES such as but not limited to walks, walls, fences, driveway changes, etc.

Zoning Review: _____

Signature

Date

THIS APPROVAL IS FOR THE PROPOSED "ON-SITE" IMPROVEMENTS ONLY.

The following lists of items are reminders of a few regulations that are most commonly overlooked by the applicant at time of C.O. All Federal, State, and local regulations must be addressed as well, prior to your request for C.O. inspection:

1. Landscaping Note: A minimum 10-foot tall tree for each tenth of an acre is required for the site reforestation. These trees shall have at least a 2½ caliper at the time of planting. Existing trees can be utilized for this requirement. NOTE: Your property will require 4 trees meeting these requirements. Must be indigenous trees. If you are using Sable Palms to meet this requirement, double the number required. REF LDC Article 12.04.05(C & E.4). Trees or shrubs shall not be planted within 5-feet from any street, sidewalk, recreational trail or bicycle way. Ref. LDC Article 8.01.00(C)
2. All land not utilized for principal structures, accessory structures and vehicular use areas shall be landscaped and permanently maintained with trees, shrubs, indigenous plants, and 100 percent ground cover. Ref. LDC Section 12.04.04.A
3. Structure Note: All utilities for new construction shall be placed underground. The connection shall continue underground on property until connection of the new building. Ref. LDC Article 20.12.00
4. Site Note: Install and maintain sedimentation/erosion control devices around the entire site throughout construction. **Two rows (Double) of sedimentation/erosion control devices shall be installed adjacent to environmentally sensitive areas and all water bodies. Ref: LDC Article 10.03.02**
5. Address must be posted ON each townhome and meet address standards. Arabic numerals not less than 3 inches in height and one-half inch in width. Address shall be clearly visible and legible from the street on which the building fronts. Ref. LDC Section 7.18.04
6. All construction debris must be removed or in a safety stacked location on the lot. Ref: Life Safety / Hazard issue.
7. Located in White Sand Zone II. Any and All fill must be approved by Code Enforcement prior to placement on site.
8. Entire driveway shall be designed and sloped such that **NO stormwater runoff** shall be directed toward the adjacent property, building foundation, or street pavement. Ref. LDC Article 10.03.02
9. Infrangible structures (i.e. brick/stucco mailboxes) shall be a minimum of 4-feet from the edge of street/curb. NO utilities shall be placed in the sidewalk. Ref: LDC Article 10.03.02 (B)
10. A City of Destin Right-of-Way (ROW) permit is required if any work is to be done in the public ROW. Please contact the City of Destin Public Services Department for a ROW permit application.

V:\Community Development\006 - Building Permits\Individual Sheets\2017 Harbor Lane 604 - Condition_SF-no sidewalk.doc

DESTIN BUILDING PERMIT CONDITIONS
PHONE 837-4242 / FAX 850-460-2171

Page 2 of 2

11. Driveway shall be a minimum width of 10 feet and a maximum width of 27 feet at the right-of-way line and throughout the front five feet within the property. *Ref: LDC Article 8.04.03 (J)*
12. Any pool, spa, gate or fence shall be permitted separately.
13. All structures (house, garage, sheds, etc.) shall have the finished floor elevation a minimum of 12-inches above the crown of the adjacent road. These elevations shall be shown on your foundation survey. A Topography Certification from a Florida Registered Professional Engineer is required if the finished floor elevation is not able to be 12-inches above the crown of the road. *Ref: LDC Article 10.03.02 (A)(5)*
14. The Dumpster, port-o-let, and construction equipment shall be removed from the site. The disturbed Right of way (your lot, adjacent, or across the street, if impacted) shall be restored to equal or better condition of prior to the disturbance by your construction. This shall include, but not limited to the cleaning of the driveway, street, and inlets of all sediment. *Ref: LDC, Article 8, Section 8.01.00(A)(3)(a)*
15. If pavers are to be installed in a "PUBLIC" right-of-way (only allowed in apron, not the sidewalk), a Maintenance and Hold Harmless Agreement must be prepared and approved by the City. Please see the Engineering Department for this assistance and approval. A copy shall be provided to the Building Department when approved and recorded at the County records dept. *Ref: 6/18/01 Council Executive Decision.*
16. An erosion control inspection prior to construction and after erosion control measures have been put in place. Please call Engineering Department to schedule when ready (850-837-4242 – Engineering Department).
 Please initial acknowledging that you understand comment no. 19.
OWNER/APPLICANT INITIALS
17. A foundation survey shall be submitted to the city building department prior to the dry-in inspection. Any work undertaken prior to submission of the foundation survey shall be done at the builder's risk.
 Please initial acknowledging that you understand comment no. 20.
OWNER/APPLICANT INITIALS

*****FINAL INSPECTION REQUIRED*****

 VP
OWNER/APPLICANT SIGNATURE

6/6/17
DATE



Community Development Department

Building Division

4200 Indian Bayou Trail, Destin, FL 32541
Phone: (850) 654-1119 Fax: (850) 460-2171

mailed 4/5/17

MAY 17 2017

New Single Family Dwelling Permit Application

DATE: May 5, 2017

JOB SITE ADDRESS: 604 Harbor Lane
PARCEL ID: 00-2S-22-2160-0008-0010 LOT: 8 BLOCK: SUBDIVISION: Safe Harbor
OWNER OF PROPERTY: Timothy Krueger
ADDRESS: 34990 Emerald Coast Pkwy #400
CITY, STATE, ZIP: Destin, FL 32541
PHONE: FAX:
MOBILE/CELL:
FEE SIMPLE TITLEHOLDER (if other than owner):
ADDRESS:
CITY, STATE, ZIP:
EMAIL: tim.krueger@ml.com
CONTRACTOR COMPANY NAME: Gary Miller Homes
QUALIFIER NAME: Kevin Miller
STATE LICENSE #: CGC1522740 COMP#: 108 Bailey Drive
ADDRESS: Niceville, FL 32578
CITY, STATE, ZIP: PHONE: 850.678-5100 FAX: 850.678.6600
CONTACT PERSON: Mark Miller
MOBILE/CELL: 850.585.6048
EMAIL: mark@garymillerhomes.com
ARCHITECT/ENGINEER: Gulf Coast Engineering ADDRESS: PO Box 4915 Fort Walton Bch. FL, 32549
BONDING COMPANY: ADDRESS:
MORTGAGE LENDER NAME: ADDRESS:

DESCRIPTION OF WORK TO BE DONE:

Construct single family home on vacant lot

PURPOSE: ☒ Owner Occupied ☐ Long-term Rental ☐ Short-term Rental
CURRENT CODE: 2014 HEIGHT: 23'-5" NUMBER OF STORIES: 1
TYPE OF CONSTRUCTION: ☐ I-A ☐ I-B ☐ II-A ☐ II-B ☐ III-A ☐ III-B ☐ IV ☐ V-A ☒ V-B
☐ SPRINKLED / ☒ UNSPRINKLED FLOOD ZONE: X SOUTH OF COCL: ☐ YES ☒ NO
TOTAL VALUE (MATERIAL & LABOR): \$650,000 (excluding lcl) TOTAL SQUARE FEET: 4709 (including garage, porches, etc.)
TOTAL VALUE OF OTHER STRUCTURES: \$6,000 (detached garage, fences, sheds, etc.)

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a Final Inspection may result in legal action.
AS REQUIRED BY FLORIDA STATUTE 553.842 AND FLORIDA ADMINISTRATIVE CODE 9B-72, PLEASE PROVIDE THE
INFORMATION AND APPROVAL NUMBERS ON THE BUILDING COMPONENTS IF THEY WILL BE UTILIZED ON THE
CONSTRUCTION PROJECT FOR WHICH YOU ARE APPLYING FOR A BUILDING PERMIT.
(Product approval specification sheet are available).

Applicants Signature: Mark W Miller Date: 5/17/17
Reviewed by: (Building Div. - Permit Officer) Date: 5/22/17
Received By: KSS (Initials) Date: 5/17/17

Applicants Printed Name:

✓



Community Development Department
Planning Division

4200 Indian Bayou Trail, Destin, FL 32541
Phone: (850) 337-3123 Fax: (850) 460-2171

MAY 17 2017

New Single Family Detached Residential

Building/Construction Permit Application Supplement

JOB SITE ADDRESS: 604 Harbor Lane

PARCEL ID(S): 00-2S-22-2160-0008-0010

FINAL DEVELOPMENT ORDER NO. (If applicable): D.O. - -

DESCRIPTION OF WORK (Related to Permit Type):

SFD Type 5

HEIGHT (Refer to Comp Plan/LDC Definition for Building/Structure): 23'-5" NUMBER OF STORIES: 1

GROSS FLOOR AREA (Refer to Comp Plan/LDC Definition): 4700 SQ. FT.

ANY EXISTING STRUCTURES ON SITE? ☐ Yes ☒ No
(If YES, what is the setback of the existing structures to the new residence:)

CONSTRUCTION WITHIN CITY RIGHT-OF-WAY? ☐ Yes ☐ No
(If YES, provide a copy of the ROW Permit)

PURPOSE: ☒ Owner Occupied ☐ Long-term Rental ☐ Short-term Rental

.....FOR OFFICIAL USE ONLY

SOUTH OF COASTAL CONSTRUCTION CONTROL LINE? (Y/N)
(If YES, provide a copy of the FDEP permit)

ZONING DISTRICT: BE REQUIRED SETBACKS: FRONT: 20' SIDE: 10' REAR: 10'
50' From Bayou

WHITE SAND ZONE: ZONE I / ZONE II / NONE

FEMA FLOOD ZONE(S): X
BASE FLOOD ELEVATION(BFE):

Received by Planning:

Received by Stormwater:

Planning Review:

Date: 5/30/17

Stormwater Review:

Date: 6/2/17

Per M. NEWELL PE Plan
Per Revised ECE Plan
Received 4/20/18

CITY OF DESTIN - BUILDING DIVISION

PERMIT APPLICATION

MAY 17 2017

NOTICE TO OWNER / CONTRACTOR

JOB SITE ADDRESS: 604 Harbor Lane

NAME OF PROJECT: Krueger residence

PARCEL ID: 00-2S-22-2160-0008-0010

LOT: 8

BLOCK: _____

SUBDIVISION: Safe Harbor

Application is hereby made to obtain a permit to do the work and installation as indicated. I certify that no work or installation has been commenced prior to issuance of a permit and that all work will be performed to meet all codes, standards and laws governing construction in this jurisdiction. I also certify that all required insurances for me and any trades are in accordance with state laws. I understand that a separate permit must be secured for **BUILDING, ELECTRICAL WORK, PLUMBING, MECHANICAL, ROOFING, SIGNS, POOLS and Right of Way (ROW) CONSTRUCTION**, etc.

OWNER / CONTRACTOR AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning per State and City of Destin.

If the direct contract is greater than \$2500, the applicant/owner must file a NOTICE OF COMMENCEMENT.

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT."

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Must be signed in presence of a Notary

Mark W. Miller VP
Signature
Owner or Agent (including contractor)

Mark W. Miller VP
Signature
Contractor

STATE OF FLORIDA
COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me this

17 day of May, 2017
by Mark Miller

Personally known _____ OR

Produced Identification FL DL

Karen S. Shumaker

Notary Signature as in Commission

SEAL:

NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG041423
Expires 10/24/2020STATE OF FLORIDA
COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me this

17 day of May, 2017
by Mark Miller

Personally known _____ OR

Produced Identification FL DL

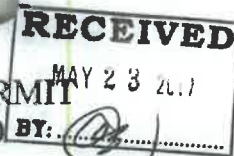
Karen S. Shumaker

Notary Signature as in Commission

SEAL:

NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG041423
Expires 10/24/2020

CITY OF DESTIN
ENGINEERING DEPARTMENT
RIGHT-OF-WAY CONSTRUCTION PERMIT
RESIDENTIAL SITE (Single Family/Duplex)



Application Date: 5-18-2017 ROW Permit No: EN17091
Project Address: 604 Harbor Lane
Applicant/Permittee: Gary Miller Homes Inc.
Applicant /Permittee Address: 108 Bailey Drive, Niceville
Contact Person: Mark Miller
Telephone: 850.678.5100 Fax/Email: mark@garymillerhomes.com

**NO ROAD
CUTS
PERMITTED**

Permittee is requesting permission from the City of Destin to conduct construction activity in the City's Right of Way (ROW) at the above Project Address, described as follows:

grant residential access by adding driveway to end of Harbor Lane

Estimated Construction Timeframe From: June 1 2017 To: Feb 2018

1. A Site Plan or drawing of the proposed work to be done shall be attached to this permit.

2. If project includes Pavers in the ROW, Permittee must execute a Maintenance and Hold Harmless Agreement (approved by City Attorney) with the City and have it recorded into Public Records at the Okaloosa County Clerk of Courts prior to filing this permit.

Official Use Only

3. The following Fees shall be required for Residential Site ROW Construction Permits per Resolution 17-05, Section 2.

• Processing Fee	\$ 40.00
• <u>2100</u> Linear Feet of disturbed ROW @ \$11.00 per 100 feet	<u>11.00</u>
• <u>0</u> Road Bores @ \$21.00 each	<u>0</u>
• <u>0</u> Road Cut @ \$260.00 each	<u>0</u>
• ☒ Yes ☐ No Landscaping/Irrigation included @ \$21.00	<u>21.00</u>
• Individual Owner(s) Hold Harmless & Maintenance Agreement @ \$50.00	<u>0</u>
• Other Owner(s) Hold Harmless & Maintenance Agreement @ \$85.00	<u>0</u>
After the fact fee X2	<u>72.00</u>
Total Fees:	<u>72.00</u>

Payment Information:

pd ✓ #1078
5/31/17
LB

Fee Exemption: Original driveway access cut and/or original sidewalk as a part of an overall development permitted through the Development Order or Residential Building Permit process.

4. Permittee has insurance (Company Name): Waldorf Insurance & Bonding

(Coverage Description): Liability & Workmans Comp

5. Permittee declares that prior to filing this application, the location of all existing utilities, both aerial and underground has been located by notifying: Sunshlue 1-800-432-4770, Locate Ticket Number: 138701705 (REQUIRED)

6. It is expressly stipulated that this permit is a license for permissive use only and that placing of facilities upon property pursuant to this permit shall not operate to create or vest any property right in said holder.

7. Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation

of all, or any portion of said road as determined by the Public Services Director, any or all of said poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder shall be immediately removed from said road, for reset or relocation thereon as required by the Public Services Director, and at the expense of the Permittee unless reimbursement is authorized.

8. All work shall meet City standards and be performed to the satisfaction of the City of Destin's Public Services Director. All materials and equipment shall be subject to inspection by the Public Services Director.

9. All disturbed property shall be restored to its original or better condition in a manner satisfactory to the City of Destin.

10. If permission is given for a road cut, a temporary two-inch (2") asphalt patch shall be installed within five (5) working days, and cut must be completely restored to engineer's specifications within 15 feet either side of the cut, within 30 working days.

11. The Public Services Director shall be notified twenty-four (24) hours in advance of starting work. The Permittee shall commence actual project construction in good faith within sixty (60) days from the date of said permit approval and shall be completed within 365 days from approval date. (If work is not commenced within 60 days of approval date, this permit is void).

12. In the case of noncompliance with the City's requirements, this permit is void and the facility will have to be brought into compliance or removed from the right-of-way at no cost to the City.

13. The construction and maintenance of such ROW construction shall not interfere with the property and rights of a prior Permittee.

Official Use Only

14. Special Conditions/Instructions:

① Sign THE APPLICATION

15. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in the land to be entered upon and used by the holder, and the holder will, at all times, assume all risks of, and indemnify, defend and save harmless the City of Destin from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said holder of the aforesaid rights and privileges; during construction, all safety regulations of the City shall be observed and the holders must take such measures, including placing and display of safety devices, as may be necessary in order to safely conduct the public through the project area in accordance with adequate safety practices.

16. All Landscaping placed within the ROW by adjacent property owner shall be at risk for maintenance, replacement or removal by said adjacent property owner. The City shall make every effort to support property owners in maintenance and beautification of ROW's and encourage contractors of utility work and City projects to coordinate with adjacent property owners for removal and restoration of facility and landscaping associated with various projects. Where feasible, the utilities and City work shall be encouraged to restore all compliant landscaping and facilities as a part of project costs. However, should the ROW be required for utility or other City work, the adjacent property owner shall be responsible for removal and/or replacement of any landscaping within the ROW at no cost to the City.

17. In the event contaminated soil is encountered by the Permittee or anyone within the permitted construction limits, the Permittee shall immediately cease work and notify the City. The City shall coordinate with the appropriate agencies and notify the Permittee of any suspension or revocation of the permit until contamination assessment and remediation, as appropriate under Rule Chapters 62-770 and 62-730 Florida Administrative Code, has progressed to a state that all environmental regulatory agencies having jurisdiction have approved the site of the contamination for resumption of work.

18. No lane closure shall be allowed on arterial or collector roadways between 6 am to 8 am or between 4 pm and 6 pm. No lanes shall be closed from 12-noon forward on Friday afternoons.

Notify the Public Services Department at Destin City Hall (837-4242) 24 hours in advance of any lane closure.

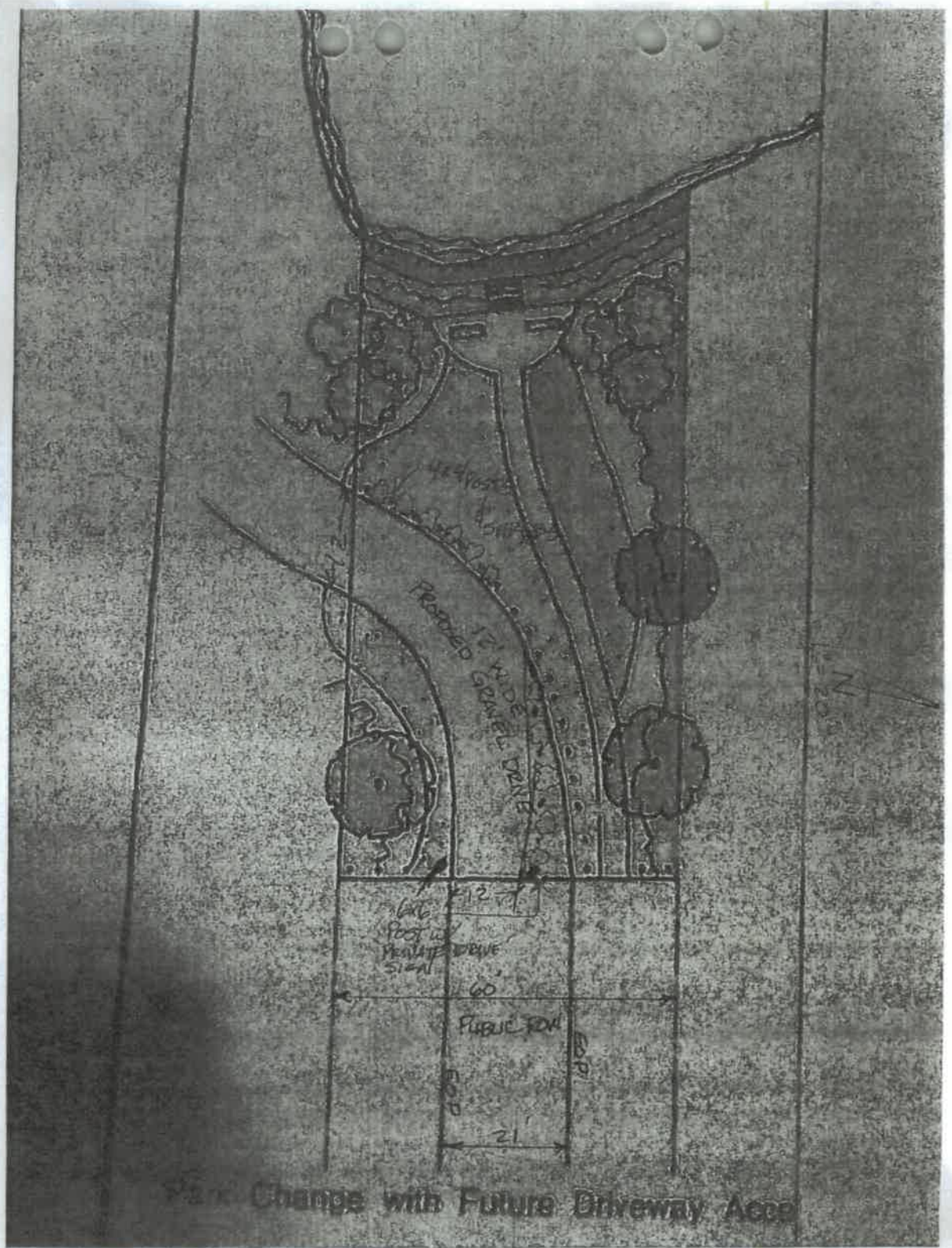
19. At Project Completion, Notification to the Public Services Department of City Hall IS REQUIRED.

Submitted by Mark Smith VP (signature and title)

Engineering Review by Joe, Date: 5/23/17

Approved this 30 day of May, 2017

By: Daniel O. Campbell CITY ENGINEER, for the City of Destin.



Park Change with Future Driveway Access

Cover Sheet

Designed by Brad Brown for Gary Miller Homes Inc.
Engineer of Record – Gulf Coast Engineering, M.D. Newell

Project Index:

Cover Sheet	
Energy Forms	Pg. 1 - 6
Product Approval	Pg. 7
Plot Plan	Pg. 8
Hardscape/Stormwater	Pg. 9
Front & Right Elevations	Pg. 10
Rear & Left Elevations	Pg. 11
Foundation Plan	Pg. 12
Floor Plan	Pg. 13
Electrical Plan	Pg. 14
Roof Plan	Pg. 15
Roof Truss Layout Plan	Pg. 16
Engineering Details	Pg. 17&18

Basis of Design: Florida Building Code 2014
Construction Type: SFD TYPE 5
Occupancy Classification: R3
Building Height: 23'-5"
Living Area: 3220 sq. ft.
Construction Address: Lot 8 Safe Harbor - Destin

Destin Fire Control District

848 Airport Road • Destin, Florida 32541
Telephone (850) 837-8413 Fax (850) 837-6715



MAY 17 2017

Notice of Receipt of Impact Fees

Receipt # **02996**

Project name: KRUEGER RESIDENCE

Project address/location: 1004 HARBOR LANE
DESTIN, FL

Contractor/Owner: GARY MILLER HOMES

Telephone: (850) 678-5100

Project description: SINGLE FAMILY - NEW CONSTRUCTION

Project type:

Residential (# of units): 1 @ \$297.08 = \$ 297.08

Commercial sq. ft.: _____ @ \$0.6097 = \$ _____

Industrial sq. ft.: _____ @ \$0.1042 = \$ _____

Institutional sq. ft.: _____ @ \$0.3972 = \$ _____

Total Impact Fee received: \$ 297.08

Check #: 1076

Received by: Allen Date: 5/17/17



DESTIN WATER USERS, INC.
P O Box 308
Destin, Florida 32540-0308
(850) 837-6146

MAY 17 2017

CELEBRATING 50 YEARS OF VISION, QUALITY, AND STEWARDSHIP

July 19, 2016

Tim Krueger
34990 Emerald Coast Pkwy
Destin, FL 32541

Permission has been granted for the listed property to be serviced by the facilities of this corporation.

SERVICE ADDRESS: 604 HARBOR LANE

WATER IS AVAILABLE
SEWER IS AVAILABLE

DESTIN WATER USERS, INC.

Rachel Boyles
Rachel Boyles
NEW ACCOUNTS/CUSTOMER SERVICE

FILE #3066409 RCD: 5/18/2016 9:15 AM, BK: 3248 PG: 2274, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$3,325.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

MAY 17 2017

Prepared By and Return To:
Burke Law and Title, LLC
6346 W. County Highway 30-A
Santa Rosa Beach, FL 32459

Order No.: 16-055

Property Appraiser's Parcel I.D. (folio) Number:
00-2S-22-2160-0008-0010

WARRANTY DEED

THIS WARRANTY DEED dated May 12, 2016, by Deanna N. Allan, a single person, whose post office address is 2132 Mountain View Drive, Birmingham, Alabama 35216 (the "Grantor"), to R. Timothy Krueger, Trustee of the R. Timothy Krueger Revocable Trust dated January 17, 2000, whose post office address is 34990 Emerald Coast Pkwy #400, Destin, Florida, 32541 (the "Grantee").

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

WITNESSETH: That the grantor, for and in consideration of the sum of Four Hundred Seventy-Five Thousand And No/100 Dollars (\$475,000.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, allens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in County of Okaloosa, State of Florida, viz:

Commencing at PRM marking the Northeast corner of Lot 8, SAFE HARBOR, as recorded in Plat Book 4, Page 31, Okaloosa County, Florida; proceed S 80°58'W, 65.27 feet along Safe Harbor Lane to the POINT OF BEGINNING; thence S 30°58'W, 190.0 feet; thence N 61°57'W, 138.0 feet to a point marking Joe's Bayou; thence meander said Bayou N 48°17.9'E, 115.49 feet; thence N 80°58'E, 135.0 feet to the POINT OF BEGINNING.

SAID PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR(S) UNDER THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA IN THAT NEITHER GRANTOR(S) NOR ANY MEMBER OF THE HOUSEHOLD OF GRANTOR(S) RESIDE THEREON.

Subject to easements, restrictions, reservations and limitations of record, 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 forever.

MAY 17 2017

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes:
- a. Name(s):
 - Address:
 - b. Phone Number or designated persons:
8. a. In addition to himself, owner designates to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes
- b. Phone number of persons or entity designated by owner:
9. Expiration date of the Notice of Commencement (the expiration date is 1 year from the date of recording unless a different date is specified):

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

R. Timothy Krueger Revocable Trust dated January 17, 2000

BY: 

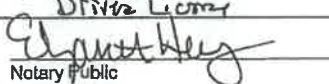
R. Timothy Krueger
Trustee

STATE OF FLORIDA

COUNTY OF WALTON

Subscribed and sworn to before me this 27TH day of April, 2017.

By R. Timothy Krueger, Trustee of the R. Timothy Krueger Revocable Trust dated January 17, 2000, who (☒) is personally known to me or (☒) has produced the following as identification


Notary Public



FILE #3132657 RCD: 5/3/2017 9:31 AM, BK: 3297 PG: 4873, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

MAY 17 2017

Prepared By and Return To:
Burke Law and Title, LLC
6346 W. County Highway 30-A
Santa Rosa Beach, FL 32459

NOTICE OF COMMENCEMENT

Order No.: 17-050

STATE OF FLORIDA

COUNTY OF WALTON

The undersigned gives notice that improvements will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement:

1. Description of property:

Commencing at PRM marking the Northeast corner of Lot 8, SAFE HARBOR, as recorded in Plat Book 4, Page 31, Okaloosa County, Florida; proceed S 80°58'W, 65.27 feet along Safe Harbor Lane to the POINT OF BEGINNING; thence S 30°58'W, 190.0 feet; thence N 61°57'W, 138.0 feet to a point marking Joe's Bayou; thence meander said Bayou N 48°17.9'E, 115.49 feet; thence N 80°58'E, 135.0 feet to the POINT OF BEGINNING.

The street address of the property is: 604 Harbor Lane, Destin, FL 32541.

2. General description of improvements: NEW RESIDENTIAL HOME.

3. a. Owner Name: R. Timothy Krueger, Trustee of the R. Timothy Krueger Revocable Trust dated January 17, 2000
Owner Address: 15500 Emerald Coast Pkwy #1205
Destin, FL 32541
b. Interest in property: FEE SIMPLE
4. a. Contractor Name: Gary Miller Homes, Inc.
Contractor Address: 108 Bailey Dr, Niceville, FL 32578
b. Contractor Phone No.: 850-678-5100
5. Surety:
a. Names:
6. a. Lender Name: Trustmark National Bank
Lender Address: 7700 US Highway 98, Santa Rosa Beach, FL 32459
Lender Phone No.: 850-622-2858

City of Destin
Community Development Department / Building & Permit Division
4200 Indian Bayou Trail
Destin, Florida 32541
Phone: (850) 837-4242 Fax: (850) 650-0693

MAY 17 2017



Stormwater Certification for Single-Family/Duplex Lot Development

Lot Address: 604 Harbor Lane Subdivision: Lot 8 Safe Harbor

Section 1: Design Certification required for single-family/duplex impervious improvements of 750 square feet or more and **NOT** within a subdivision with an approved stormwater management plan.

The following shall be completed by a Florida Registered Professional Engineer and submitted with the Building Permit Application Package. (NOTE: No changes shall be made to this section.)

I hereby certify the attached stormwater management grading plan (signed and sealed on May 9, 2017) has been designed in accordance with the City of Destin's stormwater management regulations (Land Development Code, Article 10, Section 10.03.00, *Stormwater Management*).

Firm Name: Gulf Coast Engineering
Print Name: Michael Newell, P.E.
Title: Vice Pres.
Registration No. 41126
Phone Number (850) 865-0898
Fax Number (850) 862-0043
EMAIL: mdnewell@cox.net

Signature, Date, and Certifying Seal

A handwritten signature in blue ink, appearing to read "Michael Newell".

May 9, 2017

Section 2: As-Built Certification

The following shall be completed by a Florida Registered Professional Engineer and submitted with the As-Built Boundary Survey for a Certificate of Occupancy. (NOTE: No changes shall be made to this section.)

I hereby certify that the stormwater management facility/system or lot specific portion thereof has been built in accordance with the above referenced design certified plans (signed and sealed on May 9, 2017) and that any deviations, clarifications, and/or qualifiers (as attached) shall not prevent the facility/system from functioning in compliance with the requirements stated within Land Development Code, Article 10, Section 10.03.00, *Stormwater Management*, when properly maintained and operated (Attach an owner signed and dated *Operation and Maintenance Agreement*). These determinations have been based upon an on-site inspection of the construction, scheduled, and conducted by me or by a project representative under my direct supervision.

Firm Name: Gulf Coast Engineering
Print Name: Michael Newell, P.E.
Title: Vice Pres.
Registration No. 41126
Phone Number (850) 865-0898
Fax Number (850) 862-0043
EMAIL: mdnewell@cox.net

Signature, Date, and Certifying Seal

NAME:
LOCATION:

Krueger
Lot 8 Safe Harbor

JOB NO.:
DATE:

17-200
9-Mar-17

BASIN INPUT SUMMARY	
BASIN	Lot 38
BASIN AREA (Ft2) =	15,682 SF
BASIN ACREAGE =	0.360 AC
IMPERVIOUS AREA =	6,874 SF
IMPERVIOUS ACREAGE =	0.16 AC
PERVIOUS AREA =	8,808 SF
PERVIOUS ACREAGE =	0.20 AC
IMPERVIOUS C =	0.90
PERVIOUS C =	0.20
POST DEVELOPMENT C =	0.61
INFILTRATION AREA =	2,016 SF
MEASURED PERMEABILITY =	3.00 MIN/IN
DESIGN PERMEABILITY =	3.00 MIN/IN
VELOCITY =	0.000463 FT/SEC
PERCOLATION RATE =	0.93 CFS
PRE-DEVELOP DISCH RATE =	0.43 CFS
MAX DISCH ALLOWED =	1.37 CFS

DRAINAGE SUMMARY	
BASIN VOLUME PROVIDED	
	1,325 CF
VOLUME REQUIREMENTS	
STORM STAGE	VOLUME
100 YEAR	1528 CF
50 YEAR	1325 CF
25 YEAR	929 CF
10 YEAR	736 CF
5 YEAR	736 CF
3 YEAR	736 CF
2 YEAR	547 CF
RATIONAL FORMULA	METHOD=
	1325 CF
WATER TABLE=	>5.0 FT
DET. POND BOTTOM=	16.0 FT
1" Over Entire Site Volume = 1,306 Ft ³	
Volume provided meets the volume required.	

PRE AND POST DEVELOPMENT C-FACTOR CALCULATIONS W/DISCHARGE RATES			
C-FACTORS		PRE-DEVELOPMENT	POST DEVELOPMENT
PERVIOUS/GRASS	0.20	PERVIOUS/GRASS=	6792 SF
IMPERVIOUS	0.90	IMPERVIOUS=	6874 SF
RET /DET. PONDS	1.00	PONDS=	2016 SF
		C-FACTOR =	0.61
		PRE DISCH. RATE=	0.50 CFS

MAY 17 2017

Handwritten signature
5-9-17

STAGE (FEET)	AREA (SQ. FT.)	STORAGE (CU. FT.)	PERCOLATION (C.F.S.)	DT(HOURS) =		0.1	0.2	0.5	1.0	4.0	8.0
				DT(SEC) =	DOT DISCH						
				(C.F.S.)	(C.F.S.)	2S/DT+0	2S/DT+0	2S/DT+0	2S/DT+0	2S/DT+0	2S/DT+0
				(C.F.S.)	(C.F.S.)	(C.F.S.)	(C.F.S.)	(C.F.S.)	(C.F.S.)	(C.F.S.)	(C.F.S.)
18	1769	0	0.00	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
16.1	1804	179	0.84	0.000	1.828	1.332	1.332	1.034	0.935	0.880	0.848
16.2	1840	361	0.85	0.000	2.856	1.854	1.854	1.253	1.052	0.902	0.877
16.3	1875	547	0.87	0.000	3.904	2.386	2.386	1.475	1.172	0.944	0.905
16.4	1910	736	0.88	0.000	4.972	2.928	2.928	1.702	1.293	0.986	0.935
16.5	1945	929	0.90	0.000	6.059	3.480	3.480	1.932	1.416	1.030	0.965
16.6	1981	1125	0.92	0.000	7.166	4.042	4.042	2.167	1.542	1.073	0.995
16.7	2016	1325	0.93	0.000	8.293	4.613	4.613	2.405	1.669	1.117	1.025

MAY 17 2017

Krueger

JOB NO.: 17-200
DATE: 9-Mar-17

NAME: Krueger
LOCATION: Lot 8 Safe Harbor

DRAINAGE CALCULATIONS

FREQUENCY = 50 YEAR (ZONE 1)

BASIN Lot 38 0.36 ACRES

POST-DEVELOPMENT RATIONAL COEFFICIENT = 0.81

STORM DURATION	ACCUM RAINF. (INCHES)	MAX STAGE (FT NGVD)	MAX VOLUME REQUIRED (CU FT)	POST-DEV DISCH (CFS)
1 HOUR	4.20	16.70	1325	0.93
2 HOUR	5.60	16.50	929	0.90
4 HOUR	6.80	16.60	1125	0.92
8 HOUR	8.56	16.60	1125	0.92
24 HOUR	12.48	16.20	361	0.85
3 DAY	14.50	16.10	179	0.84
7 DAY	17.00	16.30	547	0.87
10 DAY	19.00	16.20	361	0.85
CRITICAL EVENT =		16.70	1325	

50 YEAR/1 HOUR

(1)	(2)
INFLW HYDROGRAPH	INFLW RATE
TIME (hrs)	(CFS)
0.0	0.00
0.1	0.20
0.2	0.60
0.3	1.20
0.4	2.10
0.5	2.15
0.6	1.80
0.7	1.10
0.8	0.70
0.9	0.10
1.0	0.00

MAY 17 2017

FLORIDA ENERGY EFFICIENCY CODE FOR BUILDING CONSTRUCTION

Florida Department of Business and Professional Regulation - Residential Performance Method

Project Name: 604 HARBOR LANE Street: 604 HARBOR LN City, State, Zip: DESTIN, FL, 32541 Owner: GARY MILLER HOMES Design Location: FL, VALPARAISO_ELGIN_AFB		Builder Name: GARY MILLER HOMES Permit Office: Permit Number: Jurisdiction: County: Okaloosa (Florida Climate Zone 2)	
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1. New construction or existing New (From Plans) 2. Single family or multiple family Multi-family 3. Number of units, if multiple family 1 4. Number of Bedrooms 4 5. Is this a worst case? No 6. Conditioned floor area above grade (ft²) 3203 Conditioned floor area below grade (ft²) 0 7. Windows (670.3 sqft.) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Description</th> <th style="width: 40%;">Area</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>a. U-Factor: Dbl, U=0.35</td> <td>670.31 ft²</td> <td></td> </tr> <tr> <td>SHGC: SHGC=0.32</td> <td></td> <td></td> </tr> <tr> <td>b. U-Factor: N/A</td> <td>ft²</td> <td></td> </tr> <tr> <td>SHGC:</td> <td></td> <td></td> </tr> <tr> <td>c. U-Factor: N/A</td> <td>ft²</td> <td></td> </tr> <tr> <td>SHGC:</td> <td></td> <td></td> </tr> <tr> <td>d. U-Factor: N/A</td> <td>ft²</td> <td></td> </tr> <tr> <td>SHGC:</td> <td></td> <td></td> </tr> <tr> <td>Area Weighted Average Overhang Depth:</td> <td>3.994 ft.</td> <td></td> </tr> <tr> <td>Area Weighted Average SHGC:</td> <td>0.320</td> <td></td> </tr> </tbody> </table> 8. Floor Types (3203.0 sqft.) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Insulation</th> <th style="width: 40%;">Area</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>a. Slab-On-Grade Edge Insulation</td> <td>R=0.0</td> <td>3203.00 ft²</td> </tr> <tr> <td>b. N/A</td> <td>R=</td> <td>ft²</td> </tr> <tr> <td>c. N/A</td> <td>R=</td> <td>ft²</td> </tr> </tbody> </table>	Description	Area		a. U-Factor: Dbl, U=0.35	670.31 ft²		SHGC: SHGC=0.32			b. U-Factor: N/A	ft²		SHGC:			c. U-Factor: N/A	ft²		SHGC:			d. U-Factor: N/A	ft²		SHGC:			Area Weighted Average Overhang Depth:	3.994 ft.		Area Weighted Average SHGC:	0.320		Insulation	Area		a. Slab-On-Grade Edge Insulation	R=0.0	3203.00 ft²	b. N/A	R=	ft²	c. N/A	R=	ft²	9. Wall Types (3270.0 sqft.) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Insulation</th> <th style="width: 40%;">Area</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>a. Frame - Wood, Exterior</td> <td>R=19.0</td> <td>3070.00 ft²</td> </tr> <tr> <td>b. Frame - Wood, Adjacent</td> <td>R=19.0</td> <td>200.00 ft²</td> </tr> <tr> <td>c. N/A</td> <td>R=</td> <td>ft²</td> </tr> <tr> <td>d. N/A</td> <td>R=</td> <td>ft²</td> </tr> </tbody> </table> 10. Ceiling Types (3264.0 sqft.) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Insulation</th> <th style="width: 40%;">Area</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>a. Under Attic (Vented)</td> <td>R=21.0</td> <td>3203.00 ft²</td> </tr> <tr> <td>b. Cathedral/Single Assembly (Vented)</td> <td>R=21.0</td> <td>81.00 ft²</td> </tr> <tr> <td>c. N/A</td> <td>R=</td> <td>ft²</td> </tr> </tbody> </table> 11. Ducts <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">R</th> <th style="width: 40%;">ft²</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>a. Sup. Attic, Ret. Attic, AH: Main</td> <td>6</td> <td>320.3</td> </tr> </tbody> </table> 12. Cooling systems <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">kBTU/hr</th> <th style="width: 40%;">Efficiency</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>a. Central Unit</td> <td>60.0</td> <td>SEER:16.00</td> </tr> </tbody> </table> *13. Heating systems <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">kBTU/hr</th> <th style="width: 40%;">Efficiency</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>a. Natural Gas Furnace</td> <td>75.0</td> <td>AFUE:0.80</td> </tr> </tbody> </table> 14. Hot water systems <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Cap: 1 gallons</th> <th style="width: 40%;">Efficiency</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>a. Natural Gas Tankless</td> <td>EF: 0.820</td> <td></td> </tr> <tr> <td>b. Conservation features</td> <td>None</td> <td></td> </tr> </tbody> </table> 15. Credits CF, Pstat	Insulation	Area		a. Frame - Wood, Exterior	R=19.0	3070.00 ft²	b. Frame - Wood, Adjacent	R=19.0	200.00 ft²	c. N/A	R=	ft²	d. N/A	R=	ft²	Insulation	Area		a. Under Attic (Vented)	R=21.0	3203.00 ft²	b. Cathedral/Single Assembly (Vented)	R=21.0	81.00 ft²	c. N/A	R=	ft²	R	ft²		a. Sup. Attic, Ret. Attic, AH: Main	6	320.3	kBTU/hr	Efficiency		a. Central Unit	60.0	SEER:16.00	kBTU/hr	Efficiency		a. Natural Gas Furnace	75.0	AFUE:0.80	Cap: 1 gallons	Efficiency		a. Natural Gas Tankless	EF: 0.820		b. Conservation features	None	
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Glass/Floor Area: 0.209	Total Proposed Modified Loads: 88.86 Total Baseline Loads: 92.94	PASS
-------------------------	---	------

I hereby certify that the plans and specifications covered by this calculation are in compliance with the Florida Energy Code. PREPARED BY: <u><i>William Kalos</i></u> DATE: <u>4-21-17</u> I hereby certify that this building, as designed, is in compliance with the Florida Energy Code. OWNER/AGENT: <u><i>Myal Miller</i></u> DATE: <u>5-17-17</u>	Review of the plans and specifications covered by this calculation indicates compliance with the Florida Energy Code. Before construction is completed this building will be inspected for compliance with Section 553.908 Florida Statutes. BUILDING OFFICIAL: _____ DATE: _____ 
---	---

- Compliance requires certification by the air handler unit manufacturer that the air handler enclosure qualifies as certified factory-sealed in accordance with R403.2.2.1.
- Compliance requires an Air Barrier and Insulation Inspection Checklist in accordance with R402.4.1.1 and an envelope leakage test report in accordance with R402.4.1.2.

PROJECT

Title: 604 HARBOR LANE
 Building Type: User
 Owner: GARY MILLER HOMES
 # of Units: 1
 Builder Name: GARY MILLER HOMES
 Permit Office:
 Jurisdiction:
 Family Type: Multi-family
 New/Existing: New (From Plans)
 Comment:

Bedrooms: 4
 Conditioned Area: 3203
 Total Stories: 1
 Worst Case: No
 Rotate Angle: 0
 Cross Ventilation:
 Whole House Fan:

Address Type: Street Address
 Lot #
 Block/SubDivision:
 PlatBook:
 Street: 604 HARBOR LN
 County: Okaloosa
 City, State, Zip: DESTIN, FL, 32541

CLIMATE

✓	Design Location	TMY Site	IECC Zone	Design Temp 97.5 %	Design Temp 2.5 %	Int Design Temp Winter	Int Design Temp Summer	Heating Degree Days	Design Moisture	Daily Temp Range
	FL, VALPARAISO_ELGIN	FL_VALPARAISO_ELGIN	2	25	90	70	75	2071.5	64	Medium

BLOCKS

Number	Name	Area	Volume
1	Block1	3203	32030

SPACES

Number	Name	Area	Volume	Kitchen	Occupants	Bedrooms	Infil ID	Finished	Cooled	Heated
1	Main	3203	32030	Yes	5	4	1	Yes	Yes	Yes

FLOORS

✓	#	Floor Type	Space	Perimeter	R-Value	Area		Tile	Wood	Carpet
	1	Slab-On-Grade Edge Insulation	Main	327 ft	0	3203 ft²	---	0.5	0	0.5

ROOF

✓	#	Type	Materials	Roof Area	Gable Area	Roof Color	Solar Absor.	SA Tested	Emitt	Emitt Tested	Deck Insul.	Pitch (deg)
	1	Hip	Composition shingles	3582 ft²	0 ft²	Medium	0.96	No	0.9	No	0	26.6

ATTIC

✓	#	Type	Ventilation	Vent Ratio (1 in)	Area	RBS	IRCC
	1	Full attic	Vented	300	3203 ft²	N	N

CEILING

✓	#	Ceiling Type	Space	R-Value	Ins Type	Area	Framing Frac	Truss Type
	1	Under Attic (Vented)	Main	21	Blown	3203 ft²	0.11	Wood
	2	Cathedral/Single Assembly (Vented)	Main	21	Blown	41 ft²	0.11	Wood
	3	Cathedral/Single Assembly (Vented)	Main	21	Blown	20 ft²	0.11	Wood

WALLS

✓ #	Omt	Adjacent To	Wall Type	Space	Cavity R-Value	Width Ft In	Height Ft In	Area	Sheathing R-Value	Framing Fraction	Solar Absor.	Below Grade%
1	NW	Exterior	Frame - Wood	Main	19	30	10	300.0 ft²		0.23	0.75	0
2	SW	Exterior	Frame - Wood	Main	19	6	10	60.0 ft²		0.23	0.75	0
3	NW	Exterior	Frame - Wood	Main	19	43	10	430.0 ft²		0.23	0.75	0
4	SW	Exterior	Frame - Wood	Main	19	20	10	200.0 ft²		0.23	0.75	0
5	NW	Exterior	Frame - Wood	Main	19	2	10	20.0 ft²		0.23	0.75	0
6	SW	Exterior	Frame - Wood	Main	19	9	10	90.0 ft²		0.23	0.75	0
7	NW	Exterior	Frame - Wood	Main	19	10	10	100.0 ft²		0.23	0.75	0
8	NW	Exterior	Frame - Wood	Main	19	15	10	150.0 ft²		0.23	0.75	0
9	SW	Garage	Frame - Wood	Main	19	16	10	160.0 ft²		0.23	0.75	0
10	SE	Garage	Frame - Wood	Main	19	4	10	40.0 ft²		0.23	0.75	0
11	SW	Exterior	Frame - Wood	Main	19	10	10	100.0 ft²		0.23	0.75	0
12	SE	Exterior	Frame - Wood	Main	19	82	10	820.0 ft²		0.23	0.75	0
13	NE	Exterior	Frame - Wood	Main	19	38	10	380.0 ft²		0.23	0.75	0
14	NW	Exterior	Frame - Wood	Main	19	4	10	40.0 ft²		0.23	0.75	0
15	NE	Exterior	Frame - Wood	Main	19	5	10	50.0 ft²		0.23	0.75	0
16	SE	Exterior	Frame - Wood	Main	19	4	10	40.0 ft²		0.23	0.75	0
17	NE	Exterior	Frame - Wood	Main	19	19	10	190.0 ft²		0.23	0.75	0

DOORS

✓ #	Omt	Door Type	Space	Storms	U-Value	Width Ft In	Height Ft In	Area
1	SW	Insulated	Main	None	.46	38	8	25.3 ft²

WINDOWS

Orientation shown is the entered, Proposed orientation.

✓ #	Omt	Wall ID	Frame	Panels	NFRC	U-Factor	SHGC	Area	Overhang Depth	Overhang Separation	Int Shade	Screening
1	NW	1	Vinyl	Low-E Double	Yes	0.35	0.32	144.0 ft²	0 ft 18 in	1 ft 0 in	Drapes/blinds	Exterior 5
2	SW	2	Vinyl	Low-E Double	Yes	0.35	0.32	1.6 ft²	0 ft 18 in	1 ft 0 in	Drapes/blinds	Exterior 5
3	NW	3	Vinyl	Low-E Double	Yes	0.35	0.32	252.0 ft²	5 ft 0 in	1 ft 0 in	Drapes/blinds	Exterior 5
4	SW	4	Vinyl	Low-E Double	Yes	0.35	0.32	21.3 ft²	0 ft 18 in	1 ft 0 in	Drapes/blinds	Exterior 5
5	NW	7	Vinyl	Low-E Double	Yes	0.35	0.32	96.0 ft²	9 ft 0 in	1 ft 0 in	Drapes/blinds	Exterior 5
6	NW	8	Vinyl	Low-E Double	Yes	0.35	0.32	27.0 ft²	0 ft 18 in	1 ft 0 in	Drapes/blinds	Exterior 5
7	SE	12	Vinyl	Low-E Double	Yes	0.35	0.32	11.1 ft²	0 ft 18 in	1 ft 0 in	Drapes/blinds	Exterior 5
8	SE	12	Vinyl	Low-E Double	Yes	0.35	0.32	5.3 ft²	0 ft 18 in	1 ft 0 in	Drapes/blinds	Exterior 5
9	SE	12	Vinyl	Low-E Double	Yes	0.35	0.32	10.4 ft²	0 ft 18 in	1 ft 0 in	Drapes/blinds	Exterior 5
10	NE	13	Vinyl	Low-E Double	Yes	0.35	0.32	12.5 ft²	0 ft 18 in	1 ft 0 in	Drapes/blinds	Exterior 5
11	NE	13	Vinyl	Low-E Double	Yes	0.35	0.32	5.6 ft²	0 ft 18 in	1 ft 0 in	Drapes/blinds	Exterior 5
12	NE	13	Vinyl	Low-E Double	Yes	0.35	0.32	16.7 ft²	0 ft 18 in	1 ft 0 in	Drapes/blinds	Exterior 5
13	NW	14	Vinyl	Low-E Double	Yes	0.35	0.32	11.7 ft²	2 ft 0 in	1 ft 0 in	Drapes/blinds	Exterior 5
14	NE	15	Vinyl	Low-E Double	Yes	0.35	0.32	21.3 ft²	4 ft 0 in	1 ft 0 in	Drapes/blinds	Exterior 5
15	NE	17	Vinyl	Low-E Double	Yes	0.35	0.32	21.3 ft²	2 ft 0 in	1 ft 0 in	Drapes/blinds	Exterior 5
16	NE	17	Vinyl	Low-E Double	Yes	0.35	0.32	12.5 ft²	0 ft 18 in	1 ft 0 in	Drapes/blinds	Exterior 5

GARAGE											
☒	#	Floor Area	Ceiling Area	Exposed Wall Perimeter	Avg. Wall Height	Exposed Wall Insulation					
	1	1200 ft²	1200 ft²	30 ft	8 ft	1					
INFILTRATION											
#	Scope	Method	SLA	CFM 50	ELA	EqLA	ACH	ACH 50			
1	Wholehouse	Proposed ACH(50)	.000445	3736.8	205.15	385.81	.3336	7			
HEATING SYSTEM											
☒	#	System Type	Subtype	Efficiency	Capacity	Block	Ducts				
	1 A	Natural Gas Furnace	None	AFUE:0.8	37 kBtu/hr	1	sys#1				
	1 B	Natural Gas Furnace	None	AFUE:0.8	38 kBtu/hr	1	sys#1				
COOLING SYSTEM											
☒	#	System Type	Subtype	Efficiency	Capacity	Air Flow	SHR	Block	Ducts		
	1 A	Central Unit	None	SEER: 16	36 kBtu/hr	1080 cfm	0.75	1	sys#1		
	1 B	Central Unit	None	SEER: 16	24 kBtu/hr	720 cfm	0.75	1	sys#1		
HOT WATER SYSTEM											
☒	#	System Type	SubType	Location	EF	*Cap	Use	SetPnt	Conservation		
	1	Natural Gas	Tankless	Exterior	0.82	1 gal	70 gal	120 deg	None		
SOLAR HOT WATER SYSTEM											
☒	FSEC Cert #	Company Name	System Model #	Collector Model #	Collector Area	Storage Volume	FEF				
	None	None			ft²						
DUCTS											
☒	#	Supply		Return		Leakage Type	Air Handler	CFM 25 TOT	CFM25 OUT	HVAC #	
	1	Location	R-Value Area	Location	Area					QN	RLF Heat Cool
	1	Attic	6 320.3 ft	Attic	80.075	Default Leakage	Main	(Default)	(Default)		1 1

TEMPERATURES

Programable Thermostat: Y

Ceiling Fans:

Cooling	☒ Jan	☒ Feb	☒ Mar	☐ Apr	☐ May	☒ Jun	☒ Jul	☒ Aug	☒ Sep	☐ Oct	☐ Nov	☐ Dec
Heating	☒ Jan	☒ Feb	☒ Mar	☒ Apr	☒ May	☒ Jun	☒ Jul	☒ Aug	☒ Sep	☒ Oct	☒ Nov	☒ Dec
Venting	☒ Jan	☒ Feb	☒ Mar	☒ Apr	☒ May	☒ Jun	☒ Jul	☒ Aug	☒ Sep	☒ Oct	☒ Nov	☒ Dec

Thermostat Schedule: HERS 2006 Reference

Hours

Schedule Type		1	2	3	4	5	6	7	8	9	10	11	12
Cooling (WD)	AM	78	78	78	78	78	78	78	78	80	80	80	80
	PM	80	80	78	78	78	78	78	78	78	78	78	78
Cooling (WEH)	AM	78	78	78	78	78	78	78	78	78	78	78	78
	PM	78	78	78	78	78	78	78	78	78	78	78	78
Heating (WD)	AM	66	66	66	66	66	68	68	68	68	68	68	68
	PM	68	68	68	68	68	68	68	68	68	68	68	68
Heating (WEH)	AM	66	66	66	66	66	68	68	68	68	68	68	68
	PM	68	68	68	68	68	68	68	68	68	68	68	68

ENERGY PERFORMANCE LEVEL (EPL) DISPLAY CARD

ESTIMATED ENERGY PERFORMANCE INDEX* = 96

The lower the EnergyPerformance Index, the more efficient the home.

604 HARBOR LN, DESTIN, FL, 32541

1. New construction or existing	New (From Plans)		9. Wall Types	Insulation	Area
2. Single family or multiple family	Multi-family		a. Frame - Wood, Exterior	R=19.0	3070.00 ft ²
3. Number of units, if multiple family	1		b. Frame - Wood, Adjacent	R=19.0	200.00 ft ²
4. Number of Bedrooms	4		c. N/A	R=	ft ²
5. Is this a worst case?	No		d. N/A	R=	ft ²
6. Conditioned floor area (ft ²)	3203		10. Ceiling Types	Insulation	Area
7. Windows**	Description	Area	a. Under Attic (Vented)	R=21.0	3203.00 ft ²
a. U-Factor:	Dbl, U=0.35	670.31 ft ²	b. Cathedral/Single Assembly (Vented)	R=21.0	61.00 ft ²
SHGC:	SHGC=0.32		c. N/A	R=	ft ²
b. U-Factor:	N/A	ft ²	11. Ducts	R	ft ²
SHGC:			a. Sup: Attic, Ret: Attic, AH: Main	6	320.3
c. U-Factor:	N/A	ft ²	12. Cooling systems	kBtu/hr	Efficiency
SHGC:			a. Central Unit	60.0	SEER:16.00
d. U-Factor:	N/A	ft ²	13. Heating systems	kBtu/hr	Efficiency
SHGC:			a. Natural Gas Furnace	75.0	AFUE:0.60
Area Weighted Average Overhang Depth:	3.994 ft.		14. Hot water systems	Cap: 1 gallons	
Area Weighted Average SHGC:	0.320		a. Natural Gas	EF: 0.82	
8. Floor Types	Insulation	Area	b. Conservation features	None	
a. Slab-On-Grade Edge Insulation	R=0.0	3203.00 ft ²	15. Credits	CF, Pstat	
b. N/A	R=	ft ²			
c. N/A	R=	ft ²			

I certify that this home has complied with the Florida Energy Efficiency Code for Building Construction through the above energy saving features which will be installed (or exceeded) in this home before final inspection. Otherwise, a new EPL Display Card will be completed based on installed Code compliant features.

Builder Signature: _____ Date: _____

Address of New Home: _____ City/FL Zip: _____



*Note: This is not a Building Energy Rating. If your Index is below 70, your home may qualify for energy efficient mortgage (EEM) incentives if you obtain a Florida EnergyGauge Rating. Contact the EnergyGauge Hotline at (321) 638-1492 or see the EnergyGauge web site at energygauge.com for information and a list of certified Raters. For information about the Florida Building Code, Energy Conservation, contact the Florida Building Commission's support staff.

**Label required by Section R303.1.3 of the Florida Building Code, Energy Conservation, if not DEFAULT.

Project Address: 604 Harbor Lane Destin

Owner/Project Name: Tim Krueger

Contractor: Gary Miller Homes Inc.

Contractor Phone #: 850.678.5100

PRODUCT APPROVAL SPECIFICATION SHEET

As required by Florida Statute 553.842 & Florida Administration Code 9B-72, please provide product approval numbers as applicable to project.
Product suppliers should provide approval numbers for purchased items.

****Note whether doors and/or windows are: **Impact or Non Impact**

****State wide approval products are listed on line at: **www.floridabuilding.org**

Category	Manufacturer	Product Description (Impact or Non Impact)	Model Number	Design Pressure	Approval #
EXAMPLE: Windows	EXAMPLE: Capital	EXAMPLE: Single-Hung (Impact)	EXAMPLE: 165 Series, Alum	EXAMPLE: +50/-50	EXAMPLE: FL675
Doors	Therma-Tru	Swing Impact Glass	Premium Series	+60/-60	FL 13702.R2
Doors	Amarr	Garage	Stratford 2000	+29/-33	FL 13521.4
Windows	Jeld-Wen	Single Hung Impact	Prem Atlantic Vinyl	+60/-70	FL 14095
Windows	Jeld-Wen	Horiz Slider Impact	Prem Atlantic Vinyl	+55/-60	FL 14090
Windows	Jeld-Wen	Fixed Impact	Prem Atlantic Vinyl	+55/-55	FL 14088
Soffits	Plygem	Variform D5			FL 15941.5
Underlayment	Carlisle	Peel & Seal			FL 6785-R5
Metal Roofing	McElroy	Standing Seam	Medallion Lock	+0/-52.5	FL 1832-R5
Wood Conn	Simpson Strong Tie	Roof Truss Connector	H16		FL 11470
Wood Conn	Simpson Strong Tie	Strap Tie	MSTA21		FL 10852.9
Wood Conn	Simpson Strong Tie	Post Base	ABU66		FL 10849
Wood Conn	Simpson Strong Tie	Truss Hanger	HUS26		FL 10655
Wood Conn	Simpson Strong Tie	Roof Truss Connector	H10A		FL 14478
Wood Conn	Alpine Eng Prod	Truss Plate			FL 1999
Eng Lumber	LP EWP	Gang-Lam LVL			FL 15228

Applicant Signature

Gary Miller VP

Date

5/17/17



**SINGLE FAMILY DWELLING
REQUIREMENTS FOR BUILDING PERMITS**

CODES USED ARE: THE CURRENT ADOPTED FLORIDA BUILDING CODE AND NEC

-
- ✓ 1. COMPLETED BUILDING/CONSTRUCTION PERMIT APPLICATION PACKET, PARCEL I.D. NUMBER REQUIRED.
NOTE: PLEASE SPECIFY DETACHED GARAGE, FENCES, SHEDS, ETC.
 - ✓ 2. WARRANTY DEED (Home Owner will need to sign owner affidavit if owner/contractor)
 - ✓ 3. 2 SETS OF PLANS: 1 REDUCED SIZE (11x17) & 1 FULL-SIZE (24x36)- to include foundation, elevation, typical framing detail & floor plan. (Plans must comply with SSTDI0 Standard or engineered sealed drawings. (LDC 02.13.00)
NOTE: Will need load calculations for sealed drawings and signed, sealed, wind load letter certification at dry in for sealed drawings.
 - ✓ 4. A REDUCED SIZE SCALED SITE PLAN SURVEY SHOWING SETBACKS. (LDC SECTION 2.13.00)
NOTE: Slab survey is required prior to dry-in and an As-Built Survey is required prior to final inspection. Surveys must show finished floor elevation & elevation of centerline of road. (LDC 20.06.01 A/C) Slab elevation for all structures shall be a minimum of 12" above crown of road (LDC 10.03.02(A)5)
 - ✓ 5. ENERGY PACKET (F.S.553.951), (Florida Building Code Chapter 13)
(Prepared by Pam Martin with Gulf Power Co.: 850-244-4703, Okaloosa Gas Customer Service: 850-729-4700, or Todd Trusty with Energy Services: 850-892-0108 or 830-8634)
 - ✓ 6. WATER & SEWER APPROVAL LETTER REQUIRED FROM DESTIN WATER USERS (837-6146) TO INCLUDE PERMITS FOR ADDITIONS.
 - ✓ 7. DESTIN FIRE DEPARTMENT APPROVAL LETTER REQUIRED (837-8413)
 - ✓ 8. ALL APPLICABLE CITY, STATE AND FEDERAL PERMITS (RIGHT OF WAY, DEP, DOT, ARMY COE, ETC.)
 - ✓ 9. FLORIDA PRODUCT APPROVAL NUMBERS REQUIRED for exterior doors, windows, skylights, panel walls, (EIFS) storefronts, roofing products, shutters, structural components and new exterior envelope products. (F.S. 553.842)
 - ✓ 10. RECORDED COPY OF "NOTICE OF COMMENCEMENT" (Florida Statutes 713) NOC must be recorded with Okaloosa County Clerk of the Circuit Court, posted at the job site and at the building department PRIOR to first inspection.
 - ✓ 11. STORMWATER CERTIFICATION DESIGN REQUIRED FOR ALL NEW CONSTRUCTION
 12. FLOOD ELEVATION CERTIFICATE WILL BE REQUIRED (Form #81-31) before final inspection FOR ALL AE & V ZONES (FEMA FLOOD MAP) (LDC SECTION 11.04.00) and DESIGN & CONSTRUCTION CERTIFICATION FORM WILL BE REQUIRED IN V ZONES.

*Sent him
over to see Joe*

***PORT-O-LET OR BATHROOM FACILITIES MUST BE ON THE JOB PRIOR TO FIRST INSPECTION. TRASH AND DEBRIS MUST BE CONTAINED/ ADEQUATE POTABLE WATER MUST BE AVAILABLE.

*** MAINTAIN EROSION AND SEDIMENT CONTROL PER LDC 10.03.2(B) DURING CONSTRUCTION OF PROJECT.

***CITY IMPACT FEES MUST BE PAID PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

CITY OF DESTIN
(850) 654-1119

ELECTRICAL PERMIT # 1701605
Date: 06-07-17

Building Type:
Location: 604 HARBOR LANE

Lot: 8 Block: Subdivision: SAFE HARBOR
Tax Identification # 00-2S-22-2160-0008-0010
Zoning District: RSS

Property Owner: KREUGER R TIMOTHY TRUST
Phone: 850-803-1500

Contractor: MCCULLOUGH PLUMBING, ELECTRICAL & HTG IN
Address: 708 HOWELL RD. NICEVILLE FL
32578
Phone: 850-678-2797

State License # EC13004803 Expires: 08-31-18
Okaloosa County/City # ADMIN FEE Expires: 09-30-17
Insurance: AMERICAN BUILDERS Expires: 03-01-18

Work Description:
T-POLE, 200 AMP, 20 CIRCUITS, 2 LV (PHONE, CABLE),
EARLY POWER, ON MASTER PERMIT 17-01589

\$ 242.00 PERMIT FEE - ELECTRICAL 4.38 DPR FEE
PERMIT FEE - ELECTRICAL PERMIT FEE - PENALTY
50.00 PERMIT FEE - PROCESSING FEE
4.38 SURCHARGE FEE

Permit Fee: \$ 300.76 Check # VISA Cash: _____

* NOTICE *

This permit becomes null and void if work or construction authorized is not commenced within 6 months, or if construction or work is suspended or abandoned for a period of six months at any time after work is started. This permit expires two years after the date of issuance.

Your failure to comply with the mechanics' lien law may result in a lien being filed against your property and may result in you paying twice for building improvements.

All construction shall be in accordance & compliance with all ordinances of the City of Destin and any rules or regulations of the Destin City Council. This permit is subject to revocation at any time upon the violation of any provision of any ordinance, rule or regulation of the City of Destin or upon any change in plans and specifications not authorized by the City of Destin.

APPLICANT'S SIGNATURE

By Phone
APPLICANT'S PRINTED NAME

Noell D. Bellef
BUILDING OFFICIAL



Community Development Department
Building Division
 4200 Indian Bayou Trail, Destin, FL 32541
 Phone: (850) 654-1119 Fax: (850) 337-7949

Master

1701589

Gary Miller Homes

Electrical Permit Application

DATE: 6/7/17
 JOB SITE ADDRESS: 604 Harbor LN PROJECT ID: 1701589 perm #
 PARCEL ID: 0025-22-3160-008-0010 LOT: 8 BLOCK: Subdiv SUBDIVISION: Safe Harbor
 PROPERTY OWNER: Tim Krueger CONTRACTOR: McCullough Plumbing
 ADDRESS: 34990 Emerald Pkwy QUALIFIER NAME: Charles McCullough
 CITY, STATE, ZIP: Destin FL 32541 STATE LICENSE #: 3004803 COMM
 PHONE: 850-803-1545 FAX: # ADDRESS: 708 Howell road
 MOBILE/CELL: CITY, STATE, ZIP: Niceville, FL 32578
 PHONE: (850) 678-2797 FAX: (850) 678-8864
 CONTACT PERSON: Jeannie
 MOBILE/CELL: 865-6921
 CONTRACTOR EMAIL: Jeannie@mcullough.com

CURRENT CODE: 2011BUILDING TYPE: ☒ SINGLE FAMILY☐ MULTI FAMILY☐ COMMERCIAL

BRIEF DESCRIPTION OF WORK TO BE DONE:

new const.IMPROVEMENT TYPE: ☒ NEW ☐ SERVICE CHANGE OUT ☐ UPGRADE ☐ REPAIR ☐ ADDITION ☐ RENOVATION☒ DRY POLE ☒ POOL/POOLHEATER ☐ SEW ☐ PUMPHOUSE ☐ LIFT STATION ☐ GENERATOR☐ LOW VOLTAGE NUMBER OF SYSTEMS: SERVICE AMP: 200 VOLTAGE: PHASE: INCREASE TO AMP: VOLTAGE: PHASE: SIZE OF SERVICE CONDUCTORS: NUMBER OF METERS: 1NUMBER OF CIRCUITS ALTERED OR ADDED: 20SERVICE SUPPLY FROM PAD MOUNTED TRANSFORMER KVA RATING: AVAILABLE FAULT CURRENT: TOTAL VALUE (MATERIAL & LABOR): \$15,000

If the direct contract is greater than \$2,500, the applicant/owner must file a NOTICE OF COMMENCEMENT.

Application is hereby made to obtain a permit to do work and installation as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for BUILDING, PLUMBING, MECHANICAL, SEWER, POOLS, ROOFING, and DOCKS, etc.

FINAL INSPECTION IS REQUIRED ON ALL PERMITS—Failure to obtain a final inspection may result in legal action.

Applicant's Signature: [Signature] Date: 6/7/17
 Applicant's Printed Name: Jeannie Miller Date: 6/7/17

Reviewed By: [Signature] (Permit Official) Date: 6/7/17
 Received By: KSS (Initialed) Date: 6/7/17

Per Jeannie 2 kw voltage
 11am 6/7/17

Jeannie

T Pole
 200 amp
 20 circuits x 5 =
 ending power

1.4 b x 2 =

30
 60
 100
 40
 230
 12

242

50 per

292 x 1.5 = 438.0

4.38

4.38

300.76

1705 T - 1116

CITY OF DESTIN
(850) 654-1119

PLUMBING PERMIT # 1701801
Date: 06-30-17

Building Type:
Location: 604 HARBOR LANE

Lot: 8 Block: Subdivision: SAFE HARBOR
Tax Identification # 00-2S-22-2160-0008-0010
Zoning District: RSS

Property Owner: KREUGER R TIMOTHY TRUST
Phone: 850-803-1500

Contractor: SPENCER PLUMBING LLC
Address: 112 4TH STREET NICEVILLE FL
32578
Phone: 850-517-7604

State License # CFC1429795 Expires: 08-31-18
Okaloosa County/City # ADMIN Expires: 09-30-17
Insurance: AMERICAN BUILDERS Expires: 05-03-18

Work Description:
25 FIXTURES, WATER AND SEWER CONNECTIONS
MASTER 1701589

\$ 149.00 PERMIT FEE - PLUMBING 2.99 DPR FEE
PERMIT FEE PERMIT FEE - PENALTY
50.00 PERMIT FEE - PROCESSING
2.99 SURCHARGE FEE

Permit Fee: \$ 204.98 Check # MC Cash: _____

* NOTICE *

This permit becomes null and void if work or construction authorized is not commenced within 6 months, or if construction or work is suspended or abandoned for a period of six months at any time after work is started. This permit expires two years after the date of issuance.

Your failure to comply with the mechanics' lien law may result in a lien being filed against your property and may result in you paying twice for building improvements.

All construction shall be in accordance & compliance with all ordinances of the City of Destin and any rules or regulations of the Destin City Council. This permit is subject to revocation at any time upon the violation of any provision of any ordinance, rule or regulation of the City of Destin or upon any change in plans and specifications not authorized by the City of Destin.

by phone
APPLICANT'S SIGNATURE

by phone
APPLICANT'S PRINTED NAME

Noell D. Bell
BUILDING OFFICIAL
KSS

Permit # 1701589 Gary Miller Homes Building Permit Application

DATE: 6-21-17

JOB SITE ADDRESS: 1018 Safe Harbor
PARCEL ID: 604 Harbor Lane
PROPERTY OWNER: McKrueger
ADDRESS: 1018 Safe Harbor
CITY, STATE, ZIP: Destin, FL 32541
PHONE: FAX:
MOBILE/CELL:

PROJECT NAME: Krueger
LOT: 8 BLOCK: SUBDIVISION: Safe Harbor
CONTRACTOR: Spence Plumbing
QUALIFIER NAME: Jeff Spence
STATE LICENSE #: CLM29795 COMP: 82-122481
ADDRESS: 112 4th St
CITY, STATE, ZIP: Niceville FL 32578
PHONE: 850-279-6761 FAX:
CONTACT PERSON: Jeff Spence
MOBILE/CELL: 850-517-7604
CONTRACTOR EMAIL: Jeff.Spence.Plumbing@gmail.com

CURRENT CODE: 2014

JUN 27 2017

BUILDING TYPE: ☒ SINGLE FAMILY

☐ MULTI FAMILY

☐ COMMERCIAL

GIVE DESCRIPTION OF WORK TO BE DONE: New Plumbing Pipes & fixtures

IMPROVEMENT TYPE: ☒ NEW ☐ ADDITION ☐ RENOVATION ☐ REPAIR ☐ REPLACE ☐ SWIMMING POOL

NUMBER OF PLUMBING FIXTURES: 25 NUMBER OF WATER LINES: NUMBER OF STAND PIPES:

☒ WATER SERVICE CONNECTION ☒ SEWER CONNECTION ☐ GREASE TRAP ☐ BACK-FLOW PREVENTER
☐ ROOF DRAIN ☐ FIRE SPRINKLER SYSTEM (Must be licensed under FS 633)

TOTAL VALUE (MATERIAL & LABOR): \$ 11,675.00

If the direct contract is greater than \$2,500.00, the applicant/owner must file a NOTICE OF COMMENCEMENT.

Application is hereby made to obtain a permit to do work and installation as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for BUILDING, ELECTRICAL, MECHANICAL, SIGNS, POOLS, ROOFING, and DOCKS, etc.

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Applicant's Signature: [Signature] Date: 6-27

Reviewed By: [Signature] (Permit Official) Date: 6/27/17

Applicant's Printed Name: Date:

Received by: KSS (Initials) Date: 6/27/17

204.98

CITY OF DESTIN
(850) 654-1119

MECHANICAL PERMIT # 1702373
Date: 09-13-17

Building Type:
Location: 604 HARBOR LANE

Lot: 8 Block: Subdivision: SAFE HARBOR
Tax Identification # 00-2S-22-2160-0008-0010
Zoning District: RSS

Property Owner: KREUGER R TIMOTHY TRUST
Phone: 850-803-1500

Contractor: MCCULLOUGH PLUMBING, ELECTRICAL & HTG IN
Address: 708 HOWELL ROAD NICEVILLE FL
32578
Phone: 850-678-2797

State License # CMC1250202 Expires: 08-31-18
Okaloosa County/City # ADMIN FEE Expires: 09-30-17
Insurance: AMERICAN BUILDERS I Expires: 03-01-18

Work Description:
INSTALL ONE 2 TON AND ONE 2 1/2 TON UNITS

\$ 120.00 PERMIT FEE - MECHANICAL 2.00 SURCHARGE FEE/FBC
PERMIT FEE - MECHANICAL PERMIT FEE - PENALTY
50.00 PERMIT FEE - PROCESSING
2.55 SURCHARGE FEE/BCAIB

Permit Fee: \$ 174.55 Check # Visa Cash: _____

* NOTICE *

This permit becomes null and void if work or construction authorized is not commenced within 6 months, or if construction or work is suspended or abandoned for a period of six months at any time after work is started. This permit expires two years after the date of issuance.

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APPLICANT'S SIGNATURE

APPLICANT'S PRINTED NAME

BUILDING OFFICIAL



Community Development Department
Building Division
4200 Indian Bayou Trail, Destin FL 32541
Phone: (850) 654-1119 Fax: (850) 460-2171

RECEIVED

SEP - 8 2017

Building Division

Mechanical Permit Application

DATE: 9/11/17

JOB SITE ADDRESS: 604 Harbor LN
PARCEL ID: 00252201600080010
PROPERTY OWNER: Tim Krueger
ADDRESS: 34990 Emerald Coast Pkwy
CITY, STATE, ZIP: Destin, FL 32541
PHONE: 850-803-1515 FAX:
MOBILE/CELL:

PROJECT NAME:
LOT: 8 BLOCK: SUBDIVISION: Safe Harbor
CONTRACTOR: MCCULLOUGH PLUMBING
QUALIFIER NAME: CHARLES MCCULLOUGH
STATE LICENSE #: CMC1250202 COMP#:
ADDRESS: 708 HOWELL RD
CITY, STATE, ZIP: NICEVILLE, FL 32578
PHONE: 850-678-2797 FAX: 850-678-8869
CONTACT PERSON: JEANNIE
MOBILE/CELL: 850-865-6921
CONTRACTOR EMAIL: jeannie@mccullough.gccoxmail.com

CURRENT CODE: 2014

BUILDING TYPE: ☒ SINGLE FAMILY

☐ MULTI FAMILY

☐ COMMERCIAL

GIVE DESCRIPTION OF WORK TO BE DONE:

IMPROVEMENT TYPE: ☒ NEW ☐ REPLACE/CHANGE OUT ☐ UPGRADE ☐ ADDITION ☐ REPAIR ☐ RENOVATION

FUEL TYPE: ☐ ELECTRIC ☒ NATURAL GAS ☐ LPG

OTHER EQUIPMENT:

NUMBER OF SYSTEMS	SIZE IN TONS	BTU'S	SEER/EER	AFUE	Duct work only
1	2.5		16		
					Refrigeration system
					Comm. Grease hood
					Suppression System
					Solar Collection
					Incinerator/Burner

TOTAL VALUE (MATERIAL & LABOR): \$ 14,000

If the direct contract is greater than \$2500.00, the applicant/owner must file a NOTICE OF COMMENCEMENT, unless it is a repair or replacement of an existing heating or air-conditioning system that is more than \$7,500.00 a NOTICE OF COMMENCEMENT is required. Application is hereby made to obtain a permit to do work and installation as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for BUILDING, ELECTRICAL, PLUMBING, SIGNS, POOLS, ROOFING, and DOCKS, etc.

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Applicants Signature: Jeannie Horrie

Date: 9/11/17

Applicants Printed Name:

Reviewed By: (Permit Official)

Date: 9-8-17

Received by: (Initials)

Date:

CITY OF DESTIN
(850) 654-1119

GAS PERMIT # 1702687
Date: 10-20-17

Building Type:
Location: 604 HARBOR LANE

Lot: 8 Block: Subdivision: SAFE HARBOR
Tax Identification # 00-2S-22-2160-0008-0010
Zoning District: RSS

Property Owner: KREUGER R TIMOTHY TRUST
Phone: 850-803-1500

Contractor: KEN'S GAS PIPING INC.
Address: 419 ADAMS AVENUE SUITE A VALPARAISO FL
32580
Phone: 850-897-4149

State License # LP 20589 Expires: 08-31-18
Okaloosa County/City # ADMIN FEE Expires: 09-30-18
Insurance: OWNERS INSURANCE Expires: 11-22-17

Work Description:
GAS TO 10 FIXTURES/OUTLETS
MASTER 1701589

\$ 74.00 PERMIT FEE - GAS 2.00 SURCHARGE FEE/FBC
PERMIT FEE PERMIT FEE PENALTY
50.00 PERMIT FEE - PROCESSING
2.00 SURCHARGE FEE/BCAIB

Permit Fee: \$ 128.00 Check # Visa Cash: _____

* NOTICE *

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by phone
APPLICANT'S SIGNATURE

by phone
APPLICANT'S PRINTED NAME

Noell D. Bell
BUILDING OFFICIAL
KSS



Community Development Department

Building Division

4200 Indian Bayou Trail, Destin, FL 32541

Phone: (850) 654-1119 Fax: (850) 460-2171

RECEIVED

OCT 13 2017

Building Division

Gas Permit Application

DATE: 10-13-17
 JOB SITE ADDRESS: 604 Harbor Lane PROJECT NAME: New Construction
 PARCEL ID: 00-29-22-2140-0008-0010 LOT: 8 BLOCK: SUBDIVISION: Safe Harbor
 PROPERTY OWNER: Timothy Krueger CONTRACTOR: Ken's Gas Piping, Inc.
 ADDRESS: 34990 Emerald Coast Parkway QUALIFIER NAME: Kenneth Corbitt
 CITY, STATE, ZIP: Destin, FL 32541 STATE LICENSE #: 20589 COMM:
 PHONE: FAX: ADDRESS: 419 Adams Ave., Ste. A
 MOBILE/CELL: CITY, STATE, ZIP: Valparaiso, FL 32580
 PHONE: 897-4149 FAX: 897-1764
 CONTACT PERSON: Kenneth Corbitt
 MOBILE/CELL: 978-8121
 CONTRACTOR EMAIL: kensgaspiping@valp.net

* Gary Miller Homes is
 the General Contractor
 on this job.

CURRENT CODE:

BUILDING TYPE:



SINGLE FAMILY



MULTI FAMILY



COMMERCIAL

GIVE DESCRIPTION OF WORK TO BE DONE:

Run gas piping (in steel) to 2 Furnaces, 2 Rinnais, 3 Fireplaces,
 Cook Top, Side Burner on a Grill, and a Fire pit.

IMPROVEMENT TYPE:



NEW



REPAIR



REPLACE



ADDITION



UPGRADE



RENOVATION

PIPING FOR:



NATURAL GAS



LPS



OTHER

NUMBER EQUIPMENT OUTLETS:

9 10

GAS EQUIPMENT TO BE INSTALLED:



2 Water Heater



Range



1 Stove/roop



Grill



2 Furnace/Heater



Generator



Clothes Dryer



3 Fireplace



Decor Lights



Pool/Spa Heater



2 Other Side Burner (Grill)

Fire pit

TOTAL VALUE (MATERIAL & LABOR): \$ 2500

If the direct contract is greater than \$2,500.00, the applicant/owner must file a NOTICE OF COMMENCEMENT.

Application is hereby made to obtain a permit to do work and installation as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for BUILDING, ELECTRICAL, PLUMBING, MECHANICAL, SIGNS, POOLS, ROOFING, and DOCKS, etc.

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Applicant's Signature:

Date:

10-13-17

Kenneth Corbitt

Applicant's Printed Name:

Date:

10-13-17

Reviewed By:

(Permit Official)

Date:

LB

10/16

Received by:

(Initials)

Date:

KS S

10/13/17

✓

CITY OF DESTIN
(850) 654-1119

BUILDING PERMIT#: 17-02756
Date: 10-26-17

Location: 604 HARBOR LANE

Lot: 8 Block: Subdivision: SAFE HARBOR
Tax Identification #: 00-2S-22-2160-0008-0010
Zoning District: RSS Flood Zone: X/AE

PROJECT # 95- RW

Property Owner: KREUGER R TIMOTHY TRUST
Address: 34990 EMERALD COAST PARKWA DESTIN
Phone: 850-803-1500

FL 32541

Contractor: JEFF'S POOL SERVICE INC
Address: P. O. BOX 5163
Phone: 850-797-4696

FT. WALTON BEACH FL 32549

Work Description: POOL AND SPA ONLY - DECK AND FENCE BY OTHERS

Cost of Construction: \$80000.00

Square Footage:

\$ 60.00 PERMIT FEE - POOL
30.00 PLAN REVIEW FEE
50.00 PROCESSING FEES
2.10 SURCHARGE FEE/BCAIB

2.00 SURCHARGE FEE/FBC
96.00 PLANNING PERMIT FEES
35.00 PLANNING-WHITE SAND
85.00 ENGINEERING

Permit Fee: \$ 360.10

Check #:

15a

Cash:

* NOTICE *

This permit becomes null and void if work or construction authorized is not commenced within 6 months, or if construction or work is suspended or abandoned for a period of six months at any time after work is started. This permit expires two years after the date of issuance.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

All facts stated in the application are true and correct and all construction shall be in accordance & compliance with all ordinances of the City of Destin and any rules or regulations of the Destin City Council. This permit is subject to revocation at any time upon the violation of any provision of any ordinance, rule or regulation of the City of Destin or upon any change in plans and specifications not authorized by the City of Destin.

In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management district, state agencies or federal agencies.

Applicant's Signature

Applicant's Printed Name

JEFF K. WELCH

Noell D. Bell

Building Official

KSS

**DESTIN BUILDING PERMIT CONDITIONS
FOR SWIMMING POOL ONLY
FAX 850-837-7949**

PROJECT NAME: Swimming Pool – Krueger, Tim

PROJECT ADDRESS: 604 Harbor Lane

**COMMUNITY DEVELOPMENT
REVIEW: 837-4242**


SIGNATURE

10/5/17
DATE

No changes shall be made to the approved plans and construction shall not deviate from the approved plans without prior written approval from the applicable City departments. Unapproved deviations may result in the revocation of this permit and give the inability to secure a Certificate of Occupancy. Provide a revised site plan for ANY CHANGES such as but not limited to walks, walls, fences, driveway changes, etc.

OK WITH CONDITIONS:

1. Pool only per application and plans dated September 21, 2017. All other improvements require a separate permit.
2. The water's edge may be NO CLOSER THAN 4 FEET TO THE PROPERTY LINE.
3. The water's edge may be NO CLOSER THAN 3 FEET TO ANY BUILDING.
4. **ADDITIONAL DECKING SHALL REQUIRE SEPARATE PERMIT**
5. Note: In-ground pools with decks are permitted within the building setbacks and within the required minimum building separation distance; however, pool enclosures cannot encroach into the building setback nor can pool enclosures be closer than 10 feet to any building unless structurally connected. Any portion of your pool and deck that does not meet these requirements cannot be enclosed if later desired. In addition, no portion of the pool/spa, pool/spa equipment or deck located within the building setbacks may be 30 inches or higher above the general ground level. The building setbacks for said property are 10 ft. from the side property lines and 10 feet from the rear property line. If you have any further questions regarding this item, please contact the planning zoning department.
6. Pools are required to have a protective barrier (fence) with a height of at least 4 ft. Fencing located within the Front Perimeter Landscape Area (FPLA) cannot have a height of over 3 feet. For single-family houses properties, this FPLA area is the first 5 feet within the property adjacent to the right of way. Therefore, all pools must be setback from the FPZA to allow for the required 4 ft fence.
7. **POOL BARRIER FENCING SHALL REQUIRE SEPARATE PERMIT.**


OWNER/APPLICANT SIGNATURE

10/20/17
DATE



Community Development Department
Building Division

4200 Indian Bayou Trail, Destin, FL 32541
Phone: (850) 654-1119 Fax: (850) 460-2171

emailed 10/12/17
RECEIVED
SEP 21 2017

Residential Pool Application Building Division
DATE: 9/15/17

JOB SITE ADDRESS: 604 Harbor Ln

NAME OF PROJECT: Tim Kraeger

PARCEL ID: 00-25-22-2160-0008-0010 LOT: 8 BLOCK: SUBDIVISION: Safe Harbor

OWNER OF PROPERTY: Tim Kraeger

CONTRACTOR COMPANY NAME: JEFF's Pool Service

ADDRESS: 604 Harbor Ln

QUALIFIER NAME: JEFF Kibler

CITY, STATE, ZIP: Destin FL 32549

STATE LICENSE #: RA0006247 COMP#: 6412

CELL: FAX:

ADDRESS: P.O. Box 5163

ENGINEER:

CITY, STATE, ZIP: Ft Walton Bch FL 32547

ADDRESS:

PHONE: 797-4696 FAX: SAME

CITY, STATE, ZIP:

CONTACT PERSON: JEFF Kibler

CELL: FAX:

CELL: 797-4696

EMAIL:

EMAIL: JEFF@Poolworks411.com

DESCRIPTION OF WORK TO BE DONE:

Pool & spa

Current Code: 2014

POOL LOCATED IN (AE OR V ZONE)? BFE

IS THE POOL LOCATED SOUTH OF THE (CCCL)? YES ☒ NO

CHECK ALL PARTS RESPONSIBLE FOR: ☒ POOL / SPA / FOUNTAIN ☐ DECKING ☐ POOL BARRIER ☐ STORMWATER

☐ POOL HEATER ☐ POOL VACUUM SYSTEM ☐ OTHER: See Mark Muller

(Any items not checked that apply to pool installations, a separate permit must be applied for before the Pool Permit will be issued.)

TYPE OF POOL: ☒ GUNITE ☐ VINYL ☐ FIBERGLASS ☐ OTHER: Memo 9/27/17 LB

TOTAL VALUE (MATERIAL & LABOR): \$ 80,000.00

NOTE: In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet one or more of the following requirements for a pool barrier per Florida Statute Chapter 515:

- The pool must be isolated from access to a home by an enclosure that meets the pool barrier requirements of FL. s. 515.29.
- The pool must be equipped with an approved safety cover.
- All doors and windows providing direct access from the home to the pool must be equipped with an exit alarm that has a minimum sound pressure rating of 85dB A at 10 feet.
- All doors providing direct access from the home to the pool must be equipped with a self closing, self latching device with a release mechanism placed no lower than 54 inches above the floor.

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Applicants Signature Date:

Applicants Printed Name

Reviewed By (Permit Official) Date

Received by (Initials) Date

\$360.10



Community Development Department
Planning Division

4200 Indian Bayou Trail, Destin, FL 32541
Phone: (850) 337-3123 Fax: (850) 460-2171

POOL

(Pool Enclosures and Decks Require Separate Permit)

Building/Construction Permit Application Supplement

JOB SITE ADDRESS: 604 Harbor Ln Destin Fla

PARCEL ID(S): 00-25-22-2160-0008-0010

FINAL DEVELOPMENT ORDER NO. (If applicable): D.O.- _____ - _____

DESCRIPTION OF WORK (Related to Permit Type):

Swimming pool

ADDED IMPERVIOUS AREA: _____ SQ. FT.

- Added area is 250 sq. ft. or less, eligible for one event exemption. Refer to Building Division file for event exemption status.
- Greater than 250 and less than 750 sq. ft., applicant must meet the requirements of LDC, Article 10, Section 10.03.02.1.2.b.
- If 750 sq. ft. or more, applicant must provide a Stormwater Management Plan (See applicable Permit Checklist)

.....FOR OFFICIAL USE ONLY

SOUTH OF COASTAL CONSTRUCTION CONTROL LINE? (Y/N) (Y)
(If YES, provide a copy of the FDEP permit)

WHITE SAND ZONE: ZONE I (X) ZONE II NONE **FEMA FLOOD ZONE(S) & BASE FLOOD EL.:** _____

WATER'S EDGE SETBACKS: PROPERTY LINE: 11' Water-AL (4' Min.) **BUILDING:** 30'- (3' Min.)

REQUIRED POOL ENCLOSURE SETBACKS: FRONT: 20' SIDE: 10' REAR: 10'

ZONING DISTRICT: BE **REQUIRED SETBACKS:** FRONT: 20' SIDE: 10' REAR: 10'

Planning Review: _____

Date: 10/5/17

Stormwater Review: _____

Date: 10/11/17

Pool Equip Cannot Be In
Retention Area



**Community Development Department
Building Division**

**4200 Indian Bayou Trail, Destin, FL 32541
Ph: (850) 654-1119 Fax: (850) 460-2171**

**RESIDENTIAL SWIMMING POOL SAFETY ACT
STATE OF FLORIDA
CITY OF DESTIN, OKALOOSA COUNTY**

I (We) acknowledge that a new swimming pool, spa or hot tub will be constructed or installed at 604 Harbor Ln, and hereby affirm that one of the following methods will be used to meet the requirements of Chapter 515, Florida Statutes. (Please initial the method(s) to be used for your pool)

- ☐ The pool will be isolated from access to the home by an enclosure that meets the pool barrier requirements of Florida Statute 515.29;
- ☐ The pool will be equipped with an approved safety pool cover that complies with ASTM F1346-91 (Standard Performance Specifications for Safety Covers for Swimming Pools, Spas and Hot Tubs);
- ☒ All doors and windows providing direct access from the home to the pool will be equipped with an exit alarm that has a minimum sound pressure rating of 85 decibels at 10 feet;
- ☐ All doors providing direct access from the home to the pool will be equipped with self-closing, self-latching devices with release mechanisms placed no lower than 54" above the floor or deck;

I (We) understand that not having one or more than one of the above installed at the time of final inspection, or when the pool is completed for contract purposes, will constitute a violation of Chapter 515, F.S., and will be considered as committing a misdemeanor of the second degree, punishable by fines as established in Chapter 775, F.S.

I (We) agree to enclose the pool at 604 Harbor Ln Destin with a fence at least four feet high, with pickets no greater than four inches apart, with a self closing, self latching gate mechanism, immediately upon completion of the pool, in accordance with Section 9.06.04 of the Land Development Code.

If the pool is completely enclosed with a screened enclosure, a fence is not required. I understand a city permit is required to put up a fence or screen enclosure and that I must call the Building Department at 654-1119 to request a final inspection.

Contractor's Name

Contractor's Signature

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

Sworn to (or affirmed) and subscribed before me this

_____ day of _____, 20____

by _____

Personally known _____ OR

Produced Identification _____

Notary Signature as to Contractor

SEAL:

Owner's Name

Owner's Signature

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

Sworn to (or affirmed) and subscribed before me this

21 day of September, 2017

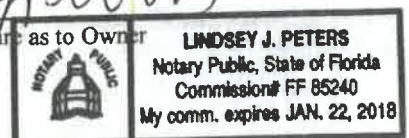
by R Tim Krueger

Personally known _____ OR

Produced Identification _____

Notary Signature as to Owner

SEAL:



CITY OF DESTIN - BUILDING DIVISION

PERMIT APPLICATION

NOTICE TO OWNER / CONTRACTOR

JOB SITE

ADDRESS: 604 Harbor Ln

NAME OF

PROJECT: R. Tim Krueger

PARCEL ID: 00-25-22-2160-0008-0010

LOT: 8

BLOCK: _____

SUBDIVISION: Safe Harbor

Application is hereby made to obtain a permit to do the work and installation as indicated. **I certify that no work or installation has been commenced prior to issuance of a permit** and that all work will be performed to meet all codes, standards and laws governing construction in this jurisdiction. I also certify that all required insurances for me and any trades are in accordance with state laws. I understand that a separate permit must be secured for **BUILDING, ELECTRICAL WORK, PLUMBING, MECHANICAL, ROOFING, SIGNS, POOLS and Right of Way (ROW) CONSTRUCTION**, etc.

OWNER / CONTRACTOR AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning per State and City of Destin.

If the direct contract is greater than \$2500, the applicant/owner must file a NOTICE OF COMMENCEMENT.

"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT."

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Must be signed in presence of a Notary

Signature

Owner or Agent (including contractor)

Signature

Contractor

STATE OF FLORIDA

COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me this

21 day of September, 2017

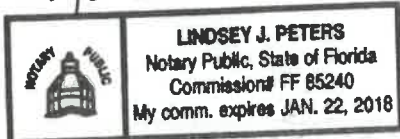
by R. Tim Krueger

Personally known ☒ OR

Produced Identification _____

Notary Signature as to Owner

SEAL:



STATE OF FLORIDA

COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me this

_____ day of _____, 20____

by _____

Personally known _____ OR

Produced Identification _____

Notary Signature as to Contractor

SEAL:

LEGEND:

- 1. NUMBER
- 2. DISTANCE NOT TO SCALE
- L.B. - LICENSED BUSINESS
- L.S. - LICENSED SURVEYOR
- P.S.M. - PROFESSIONAL SURVEYOR AND MAPPER
- O.R. - OFFICIAL RECORDS
- ± - MORE OR LESS
- ± - SPOT ELEVATION
- C - CENTERLINE
- A.P.O. - A PORTION OF
- F - FIELD
- D - DEED
- C - CALCULATED
- ID - IDENTIFICATION
- P.O. - POINT ON LINE

GRAPHIC SCALE

(IN FEET)
1 inch = 30 feet



HARBOR LANE (60' R/W)
(DIRT ROAD & UNIMPROVED)

TEMPORARY BENCHMARK
FOUND NAIL/DISK
LB#3724
ELEVATION = 15.53'

END OF ASPHALT
ROAD
HARBOR LANE (60' R/W)
24' ASPHALT ROAD

SEP 21 2017

Building Division

LOT 7

POINT OF COMMENCEMENT
NE CORNER LOT 8

LOT 8

FOUND CAPPED ROD, LB#3724
"WT"
1.07' SE OF TRUE CORNER
ON-LINE

POINT OF BEGINNING

FOUND CAPPED ROD, LB#3724
"WT"
1.07' SE OF TRUE CORNER
ON-LINE

FOUND CAPPED ROD, LB#3724
"WT"
1.07' SE OF TRUE CORNER
ON-LINE

FOUND CAPPED ROD, LB#3724
"WT"
1.07' SE OF TRUE CORNER
ON-LINE

FOUND CAPPED ROD, LB#3724
"WT"
1.07' SE OF TRUE CORNER
ON-LINE

FOUND CAPPED ROD, LB#3724
"WT"
1.07' SE OF TRUE CORNER
ON-LINE

LEGAL:

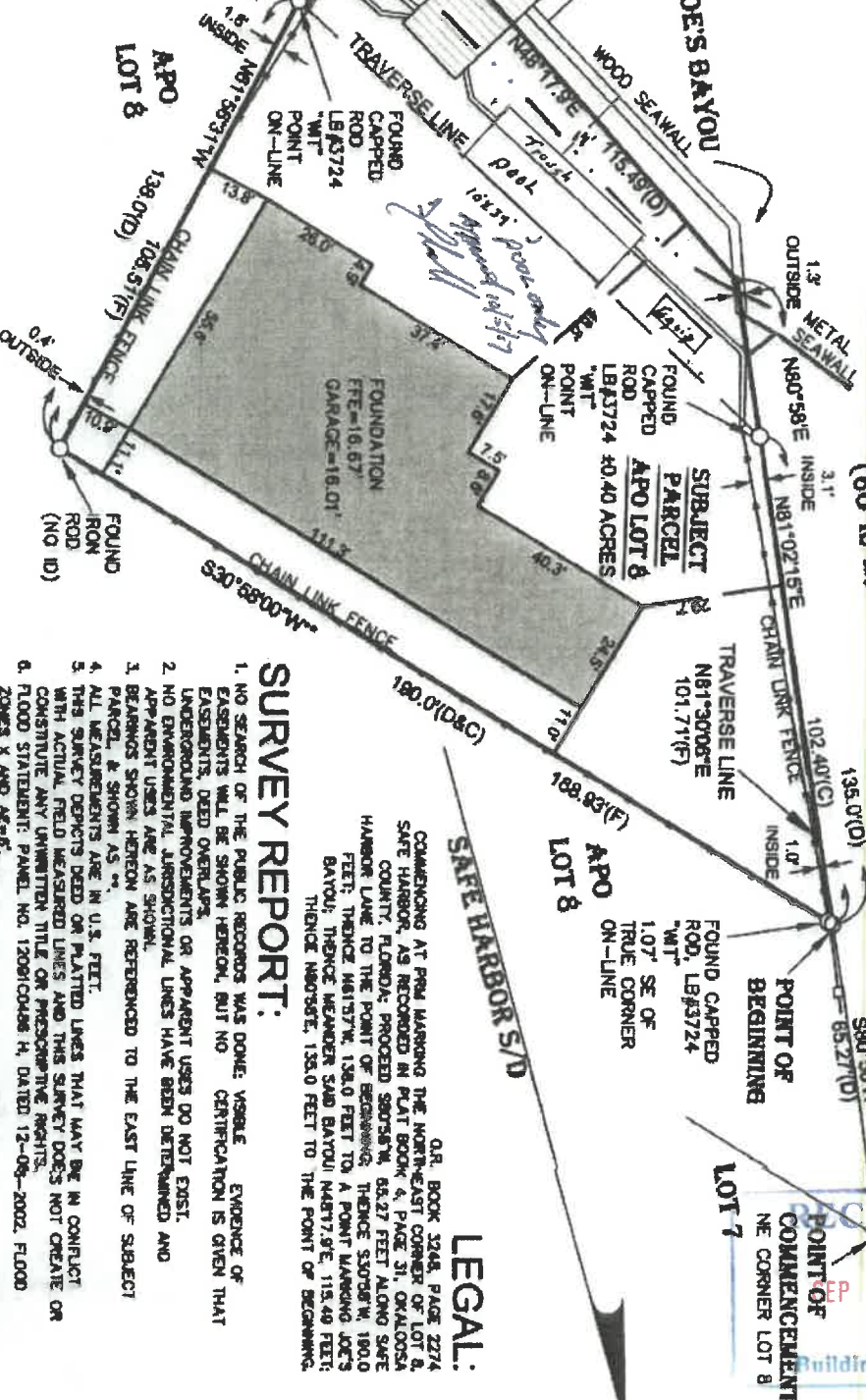
Q.R. BOOK 3248, PAGE 2274
SAFE HARBOR, AS RECORDED IN PLAT BOOK 4, PAGE 31, OKALOOSA COUNTY, FLORIDA; PROCEED S80°58'W, 65.27 FEET ALONG SAFE HARBOR LANE TO THE POINT OF BEGINNING; THENCE S30°58'W, 190.0 FEET; THENCE N61°17'W, 135.0 FEET TO A POINT MARKING JOE'S BAYOU; THENCE N60°58'E, 135.0 FEET TO THE POINT OF BEGINNING.

SURVEY REPORT:

1. NO SEARCH OF THE PUBLIC RECORDS WAS DONE. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
2. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED AND APPARENT USES ARE AS SHOWN.
3. BEARINGS SHOWN HEREON ARE REDUCED TO THE EAST LINE OF SUBJECT PARCEL, & SHOWN AS "°".
4. ALL MEASUREMENTS ARE IN U.S. FEET.
5. THIS SURVEY DEPICTS DEED OR PLATTED LINES THAT MAY BE IN CONFLICT WITH ACTUAL FIELD MEASURED LINES AND THIS SURVEY DOES NOT CREATE OR CONSTITUTE ANY UNWRITTEN TITLE OR PRESUMPTIVE RIGHTS.
6. FLOOD STATEMENT: PANEL NO. 12091C0406 H, DATED 12-08-2002, FLOOD ZONES X AND AE-6.
7. BENCHMARK INFORMATION FROM ECA SURVEY DATED 8-29-2016



NORTH



TYPE SURVEY:	BOUNDARY
CLIENT:	GARY MILLER HOMES
FIELD DATE:	7-27-17
DATE:	F.B. 17-05, PAGE 77
NO.:	N/A
DATE:	N/A
DATE:	N/A

LA LAND SURVEYING, LLC
1513 BEL AIR DRIVE
CRESTVIEW, FLORIDA 32536
(850) 585-5994 - LALANDSURVEYING.NET
LB # 8021
7-28-17

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

CITY OF DESTIN
(850) 654-1119

ELECTRICAL PERMIT # 1703112
Date: 12-05-17

Building Type:
Location: 604 HARBOR LANE

Lot: 8 Block: Subdivision: SAFE HARBOR
Tax Identification # 00-2S-22-2160-0008-0010
Zoning District: RSS

Property Owner: KREUGER R TIMOTHY TRUST
Phone: 850-803-1500

Contractor: J & J ELECTRIC INC.
Address: 846 OVERBROOK DRIVE FT WALTON BEACH FL
32547
Phone: 850-585-8893

State License # EC13005413 Expires: 08-31-18
Okaloosa County/City # ADMIN FEE Expires: 09-30-18
Insurance: FEDERATED Expires: 06-26-18

Work Description:
ELECTRICAL FOR NEW POOL
MASTER 1702756

\$ 40.00 PERMIT FEE - ELECTRICAL 2.00 SURCHARGE FEE/FBC
PERMIT FEE - ELECTRICAL PERMIT FEE - PENALTY
50.00 PERMIT FEE - PROCESSING FEE
2.00 SURCHARGE FEE/BCAIB

Permit Fee: \$ 94.00 Check # 3096 Cash: _____

* NOTICE *

This permit becomes null and void if work or construction authorized is not commenced within 6 months, or if construction or work is suspended or abandoned for a period of six months at any time after work is started. This permit expires two years after the date of issuance.

Your failure to comply with the mechanics' lien law may result in a lien being filed against your property and may result in you paying twice for building improvements.

All construction shall be in accordance & compliance with all ordinances of the City of Destin and any rules or regulations of the Destin City Council. This permit is subject to revocation at any time upon the violation of any provision of any ordinance, rule or regulation of the City of Destin or upon any change in plans and specifications not authorized by the City of Destin.

APPLICANT'S SIGNATURE

APPLICANT'S PRINTED NAME

Noell D. Bell
BUILDING OFFICIAL

KSS



Community Development Department
Building Division

4200 Indian Bayou Trail, Destin, FL 32541
Phone: (850) 654-1119 Fax: (850) 460-2171

Electrical Permit Application

DATE: 12-5-17

17-02756
JOB SITE ADDRESS: 604 Harbor Ln
PARCEL ID: _____
PROPERTY OWNER: Kruger
ADDRESS: 604 Harbor Ln
CITY, STATE, ZIP: _____
PHONE: _____ FAX: _____
MOBILE/CELL: _____

PROJECT ID: _____
LOT: _____ BLOCK: _____ SUBDIVISION: _____
CONTRACTOR: JTS Electric
QUALIFIER NAME: JAMES BALLARD
STATE LICENSE # EC13005413 COMP#: _____
ADDRESS: 846 Overbrook Cir
CITY, STATE, ZIP: PWB FL 32547
PHONE: _____ FAX: _____
CONTACT PERSON: JAMES BALLARD
MOBILE/CELL: 585-8893
CONTRACTOR EMAIL: _____

CURRENT CODE: 11
BUILDING TYPE: ☒ SINGLE FAMILY ☐ MULTI FAMILY ☐ COMMERCIAL

GIVE DESCRIPTION OF WORK TO BE DONE:
Wire Swimming Pool

IMPROVEMENT TYPE: ☐ NEW ☐ SERVICE CHANGE OUT ☐ UPGRADE ☐ REPAIR ☐ ADDITION ☐ RENOVATION
☐ TEMP POLE ☒ POOL/POOLHEATER ☐ SIGN ☐ PUMP/WELL ☐ LIFT STATION ☐ GENERATOR
☐ LOW VOLTAGE _____ NUMBER OF SYSTEMS _____

SERVICE: AMPS: _____ VOLTAGE: _____ PHASE: _____ INCREASE TO: AMPS: _____ VOLTAGE: _____ PHASE: _____

SIZE OF SERVICE CONDUCTORS: _____

NUMBER OF METERS: _____

NUMBER OF CIRCUITS ALTERED OR ADDED: _____

SERVICE SUPPLY, FROM PAD MOUNTED TRANSFORMER KVA RATING: _____ AVAILABLE FAULT CURRENT: _____

TOTAL VALUE (MATERIAL & LABOR): \$ 1000

If the direct contract is greater than \$2,500, the applicant/owner must file a NOTICE OF COMMENCEMENT.

Application is hereby made to obtain a permit to do work and installation as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for BUILDING, PLUMBING, MECHANICAL, SIGNS, POOLS, ROOFING, and DOCKS, etc.

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Applicant's Signature: [Signature] Date: 12-5-17

Applicant's Printed Name: Larry W McClary Date: 12-5-17

Reviewed By: MB (Permit Official) Date: 12/5/17

Received By: KSS (Initials) Date: 12/5/17



Commercial & Residential
P.O. Box 4915
Fort Walton Beach, FL 32549
(850) 865-0898 Fax (850) 862-0043
mdnewell@cox.net

City of Destin
Attn: Ms. Noell Bell, CBO
4200 Two Trees Rd
Destin, Florida 32541

November 21, 2017

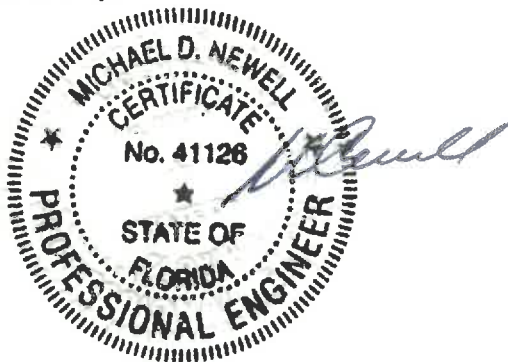
Re: Final Inspection Letter for Permit No. 17-0589
Location: 604 Harbor Lane, Destin, Florida
Contractor: Gary Miller Homes

Dear Noell:

I certify this structure is built in substantial compliance with the approved design plans and specifications for this construction and that it is in compliance with the Florida Building Code 2014- Chapter 16. This structure was designed and built to withstand a wind velocity of 150 miles per hour ultimate wind.

If you have any questions or desire further information, please contact me at your earliest convenience.

Sincerely,



Michael D. Newell, P.E.

CORRECTION NOTICE

CITY OF DESTIN BUILDING DIVISION
4200 Indian Bayou Trail • Destin, FL 32541



Street Address: 6004 Harbor Lane

Contractor: Gary Miller Homes

Type of Inspection: Dry-In

Draft stop missing around arches

Spray foam missing around water lines in garage

Spray foam missing around electrical + low voltage wires

Re-nail loose wall ties

Wall ties missing around garage + entry

REINSPECTION REQUIRED

Date: 11/7/17 Inspector: SJB
All reinspection fees must be paid prior to Certificate of Occupancy or Certificate of Completion.

CITY OF DESTIN
(850) 654-1119

RECEIPT FOR REINSPECTION FEE

BUILDING PERMIT # 18-01604
Date: 06-28-18

Location: 604 HARBOR LANE
Lot: 8 Block: Subdivision: SAFE HARBOR
Tax Identification #: 00-2S-22-2160-0008-0010

Property Owner: KREUGER R TIMOTHY TRUST
Address: 34990 EMERALD COAST PARKWA DESTIN
Phone: 850-803-1500

FL 32541

Contractor: GARY MILLER HOMES INC
Address: 108 BAILEY DRIVE NICEVILLE
Phone: 850-678-5100

FL 32578

Work Description:

IMPACT FEES AND REINSPECTION FEES TO DATE
MASTER 1701589

\$	35.00	REINSPECTION FEE
		PLANNING FEES
	570.00	IMPACT FEE/PARKS
	190.00	IMPACT FEE/LIBRARY
	27.00	IMPACT FEE/POLICE
	1677.00	IMPACT FEE/ROAD
		IMPACT FEE/ROAD
		ENGINEERING

Permit Fee: \$2499.00

Check # 1091

Cash

Mark Miller JP
Applicant's Signature

Mark Miller
Applicant's Printed Name

Noell D Bell
Building Official

KSS



BUILDING DIVISION
Voice (850) 654-1119 Fax (850) 460-2171
CERTIFICATE OF OCCUPANCY
COMPLETION REQUIREMENTS

PROJECT NAME: 604 Harbor Lane

ADDRESS: Gary Miller Homes

- ☒ 1. An "As Built" survey shall be submitted to the Building Division. The as-built survey shall be prepared by or under the direct supervision of a registered land surveyor and certified by the same. No Certificate of Occupancy shall be issued until the City has received and reviewed the survey to determine there are no violations of the City code requirements.

The as-built survey shall reflect sidewalks, parking, buildings and other structures on the property.

- n/a 2. FLOOD ELEVATION CERTIFICATE required in all AE and V zones. Design and construction CERTIFICATE required in V ZONES.

- ☒ 3. A stormwater certification stating the stormwater facilities have been constructed in compliance with the stormwater management plan on file and/or with the Land Development Code must be submitted by the developer's engineer or a registered professional engineer.

- ☒ 4. For plans designed and sealed by an engineer or an architect, the builder/owner shall submit to the city a letter of certification by an engineer or an architect attesting to compliance with the coastal code of the city. (Due at time of in-wall "dry in" inspection)

- ☒ 5. Termite Protection Certificate.

- n/a 6. Elevator inspection Certification by third party inspection service. (Residential & Commercial)

- ☒ 7. Impact fees paid.

- n/a 8. Commercial projects shall submit a final letter from the Destin Fire Control District.

- done 9. Landscape: Trees Required/Front Perimeter: N/A Provided: N/A
Trees Required/Reforestation: 4 Provided: 28+
Trees Required/Parking Lot: N/A Provided: N/A

- done 10. Parking: Parking Spaces Required: 2
Parking Spaces Provided: 2

- yes 11. Address Posted (Sec. 7.18.04, LDC)

- B 12. Sidewalks: Required Not Required ☒ (Sec. 8.05.03, LDC)

- done 13. Right Of Way Inspection

- n/a 14. All Development Order Requirements Have Been Met.

- r 15. All Site Inspections to include Final Pool Inspection.

OKay 06-28-2018
[Signature]

Planning Division
Inspection
Approved 4/29/2018
[Signature]

Ready for site inspection - call Mark to meet you 585-6048

Jeff's Pool - had PreFinal 6/29/18

ISSUANCE OF A CERTIFICATE OF OCCUPANCY MAY TAKE 10 BUSINESS DAYS OR LONGER FROM THE DATE THE REQUIRED AS-BUILT SURVEY IS SUBMITTED.



www.flapest.com

CORPORATE HEADQUARTERS

P O BOX 5369
116 N W 16TH AVENUE
GAINESVILLE FL 32627-5369

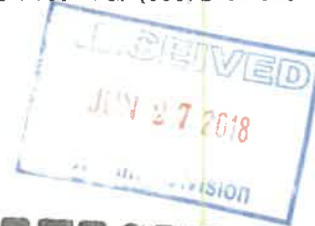
(352) 376-2661
FAX (352) 376-2791

SCIENTIFIC PEST CONTROL DIRECTED BY GRADUATE ENTOMOLOGISTS

Complete Pest Control Service
Member Florida & National Pest Control Associations

Reply 34 Hollywood Blvd SW
Ft. Walton Beach FL 32548
Phone (850) 243-7166 Fax (850) 243-1643

June 15, 2018
J-21305



TERMITE TREATMENT CERTIFICATION

Owner R. Timothy Krueger	Permit Number 1701589
Lot	Block
Subdivision	Street Address 604 Harbor Ln.
City	County Okaloosa
Destin	Area Treated
General Contractor Gary Miller Homes	Exterior Perimeter
Date 06/14/18	Time 12:00
Name of applicator Jacob Bryant	Applicator ID Number JE-268944
Product Used Active Ingredient % a.c. concentration Premise: Imidacloprid: 0.10%	Number of gallons used 40
Method of termite prevention treatment: Soil treatment	

The building has received a complete treatment for the prevention of subterranean termites.

Treatment is in accordance with rules and laws established by the Florida Department of Agriculture and Consumer Services.

This form is proof of complete treatment for Certificate of Occupancy or Closing.

THIS IS PROOF OF WARRANTY

Warranty and Treatment Certifications Have Been Issued

Authorized Signature

Date

Jeff E. Bryant **6-15-18**

BRANCHES

• Crystal River • Daytona Beach • Ft. Walton Beach • Jacksonville South • Jacksonville West • Lake City • Milton • Ocala • Orlando • Palatka • Panama City • Pensacola • Starke • St. Augustine • Tallahassee • Winter Haven • Leesburg • Kissimmee • Tampa •



Commercial & Residential
P.O. Box 4915
Fort Walton Beach, FL 32549
(850) 865-0898 Fax (850) 862-0043
mdnewell@cox.net



City of Destin
Attn: Mr. Joe Bodie
4200 Two Trees Rd
Destin, Florida 32541

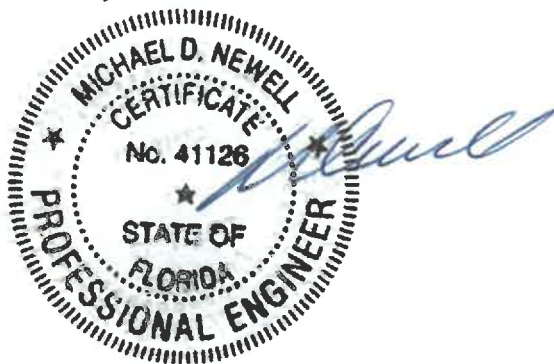
June 26, 2018

Re: Storm Water Certification for 604 Harbor Lane, Destin, Florida
Krueger Residence
Contractor: Gary Miller Homes

Dear Mr. Bodie:

I have inspected the aforementioned property and the storm water retention system is in substantial compliance with the approved plans and specifications. If you have any questions or desire further information, please contact me at your earliest convenience.

Sincerely,



Michael D. Newell, P.E.

City of Destin
Community Development Department / Building & Permit Division
4200 Indian Bayou Trail
Destin, Florida 32541
Phone: (850) 837-4242 Fax: (850) 650-0693



Stormwater Construction Certification for Single-Family/Duplex Lot Development 604 Harbor Lane, Destin, Florida

Section 2: As-Built Certification

The following shall be completed by a Florida Registered Professional Engineer and submitted with the As-Built Boundary Survey for a Certificate of Occupancy. (NOTE: No changes shall be made to this section.)

I hereby certify that the stormwater management facility/system or lot specific portion thereof has been built in accordance with the above referenced design certified plans (signed and sealed on March 30, 2018) and that any deviations, clarifications, and/or qualifiers (as attached) shall not prevent the facility/system from functioning in compliance with the requirements stated within Land Development Code, Article 10, Section 10.03.00, Stormwater Management, when properly maintained and operated (Attach an owner signed and dated Operation and Maintenance Agreement.). These determinations have been based upon an on-site inspection of the construction, scheduled, and conducted by me or by a project representative under my direct supervision.

Firm Name: Gulf Coast Engineering
Print Name: Michael Newell, P.E.
Title: Project Engineer
Registration No. 41126
Phone Number (850) 865-0898
Fax Number (850) 862-0043
EMAIL: mdnewell@coc.net

Signature, Date, and Certifying Seal

06/26/2018

Listing of deviations from approved stormwater design plan: N/A

City of Destin
Community Development Department / Building & Permit Division
4200 Indian Bayou Trail
Destin, Florida 32541
Phone: (850) 837-4242 Fax: (850) 650-0693



Stormwater Design Certification for Single-Family/Duplex Lot Development

Lot Address: 604 Harbor Lane Subdivision: _____

Section 1: Design Certification required for single-family/duplex impervious improvements of 750 square feet or more and NOT within a subdivision with an approved stormwater management plan.

The following shall be completed by a Florida Registered Professional Engineer and submitted with the Building Permit Application Package. (NOTE: No changes shall be made to this section.)

I hereby certify the attached stormwater management grading plan (signed and sealed on March 30, 2018) has been designed in accordance with the City of Destin's stormwater management regulations (Land Development Code, Article 10, Section 10.03.00, Stormwater Management).

Firm Name: Gulf Coast Engineering
Print Name: Michael Newell, P.E.
Title: Project Engineer
Registration No. 41126
Phone Number (850) 865-0898
Fax Number (850) 862-0043
EMAIL: mdnewell@cox.net

Signature, Date, and Certifying Seal

03/30/2018

CITY OF DESTIN
ENGINEERING DEPARTMENT
RIGHT-OF-WAY CONSTRUCTION PERMIT
RESIDENTIAL SITE (Single Family/Duplex)



Application Date: 5-18-2017 ROW Permit No: EN17091
Project Address: 604 Harbor Lane
Applicant/Permittee: Gary Miller Homes Inc.
Applicant /Permittee Address: 108 Bailey Drive, Niceville
Contact Person: Mark Miller
Telephone: 850.678.5100 Fax/Email: mark@garymillerhomes.com

**NO ROAD
CUTS
PERMITTED**

Permittee is requesting permission from the City of Destin to conduct construction activity in the City's Right of Way (ROW) at the above Project Address, described as follows:

grant residential access by adding driveway to end of Harbor Lane

Estimated Construction Timeframe From: June 1 2017 To: Feb 2018

1. A Site Plan or drawing of the proposed work to be done shall be attached to this permit.

2. If project includes Pavers in the ROW, Permittee must execute a Maintenance and Hold Harmless Agreement (approved by City Attorney) with the City and have it recorded into Public Records at the Okaloosa County Clerk of Courts prior to filling this permit.

Official Use Only

3. The following Fees shall be required for Residential Site ROW Construction Permits per Resolution 17-05, Section 2.

• Processing Fee	\$ 40.00
• <u>>100</u> Linear Feet of disturbed ROW @ \$11.00 per 100 feet	<u>11.00</u>
• <u>0</u> Road Bores @ \$21.00 each	<u>0</u>
• <u>0</u> Road Cut @ \$260.00 each	<u>0</u>
• ☒ Yes ☐ No Landscaping/Irrigation included @ \$21.00	<u>21.00</u>
• Individual Owner(s) Hold Harmless & Maintenance Agreement @ \$50.00	<u>0</u>
• Other Owner(s) Hold Harmless & Maintenance Agreement @ \$85.00	<u>0</u>
After the fact fee X2	<u>72.00</u>
Total Fees:	<u>72.00</u>

Payment Information:

pd #1078
5/31/17
UP

Fee Exemption: Original driveway access cut and/or original sidewalk as a part of an overall development permitted through the Development Order or Residential Building Permit process.

4. Permittee has insurance (Company Name): Waldorff Insurance & Bonding

(Coverage Description): Liability & Workmans Comp

5. Permittee declares that prior to filing this application, the location of all existing utilities, both aerial and underground has been located by notifying: Sunshine 1-800-432-4770, Locate Ticket Number: 138701705 (REQUIRED)

6. It is expressly stipulated that this permit is a license for permissive use only and that placing of facilities upon property pursuant to this permit shall not operate to create or vest any property right in said holder.

7. Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation

of all, or any portion of said road as determined by the Public Services Director, any or all of said poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder shall be immediately removed from said road, for reset or relocation thereon as required by the Public Services Director, and at the expense of the Permittee unless reimbursement is authorized.

8. All work shall meet City standards and be performed to the satisfaction of the City of Destin's Public Services Director. All materials and equipment shall be subject to inspection by the Public Services Director.

9. All disturbed property shall be restored to its original or better condition in a manner satisfactory to the City of Destin.

10. If permission is given for a road cut, a temporary two-inch (2") asphalt patch shall be installed within five (5) working days, and cut must be completely restored to engineer's specifications within 15 feet either side of the cut, within 30 working days.

11. The Public Services Director shall be notified twenty-four (24) hours in advance of starting work. The Permittee shall commence actual project construction in good faith within sixty (60) days from the date of said permit approval and shall be completed within 365 days from approval date. (If work is not commenced within 60 days of approval date, this permit is void).

12. In the case of noncompliance with the City's requirements, this permit is void and the facility will have to be brought into compliance or removed from the right-of-way at no cost to the City.

13. The construction and maintenance of such ROW construction shall not interfere with the property and rights of a prior Permittee.

14. Special Conditions/Instructions:

Official Use Only

0 Sign THE APPLICATION

15. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in the land to be entered upon and used by the holder, and the holder will, at all times, assume all risks of, and indemnify, defend and save harmless the City of Destin from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said holder of the aforesaid rights and privileges; during construction, all safety regulations of the City shall be observed and the holders must take such measures, including placing and display of safety devices, as may be necessary in order to safely conduct the public through the project area in accordance with adequate safety practices.

16. All Landscaping placed within the ROW by adjacent property owner shall be at risk for maintenance, replacement or removal by said adjacent property owner. The City shall make every effort to support property owners in maintenance and beautification of ROW's and encourage contractors of utility work and City projects to coordinate with adjacent property owners for removal and restoration of facility and landscaping associated with various projects. Where feasible, the utilities and City work shall be encouraged to restore all compliant landscaping and facilities as a part of project costs. However, should the ROW be required for utility or other City work, the adjacent property owner shall be responsible for removal and/or replacement of any landscaping within the ROW at no cost to the City.

17. In the event contaminated soil is encountered by the Permittee or anyone within the permitted construction limits, the Permittee shall immediately cease work and notify the City. The City shall coordinate with the appropriate agencies and notify the Permittee of any suspension or revocation of the permit until contamination assessment and remediation, as appropriate under Rule Chapters 62-770 and 62-730 Florida Administrative Code, has progressed to a state that all environmental regulatory agencies having jurisdiction have approved the site of the contamination for resumption of work.

18. No lane closure shall be allowed on arterial or collector roadways between 6 am to 8 am or between 4 pm and 6 pm. No lanes shall be closed from 12-noon forward on Friday afternoons.

Notify the Public Services Department at Destin City Hall (837-4242) 24 hours in advance of any lane closure.

19. At Project Completion, Notification to the Public Services Department of City Hall IS REQUIRED.

Submitted by Matt Smith VP (signature and title)

Engineering Review by Joe Date: 5/23/17

Approved this 30 day of May, 2017

By: Dani O'Connell CITY ENGINEER, for the City of Destin.

GRAPHIC SCALE

(IN FEET)
1 inch = 30 feet



NORTH

JUN

1

1.3'
OUTSIDE
METAL
SEAWALL
N80

FOUND
CAPPED
ROD
LB#3724
"WT"
POINT
ON-LINE

HARBOR LANE
(60' R/W)

FOR INFO. USE
NOT IN USE

FOUND NAIL/DISK
LB#3724

END OF
ASPHALT

HARBOR LANE
(60' R/W)
24' ASPHALT
ROAD

S80°58'W
65.27'(D)

HARBOR LANE

1

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

SHEET 1 OF 1

LEGAL

LEGAL:

LA LAND SURVEYING, LLC

1513 BEL AIR DRIVE
CRESTMW, FLORIDA 32536

(850) 585-5994 - LALANDSURVEYING.NET

LB 8021

KIMBERLY A. SAXTON, P.S.M. No.6569

SURVEY REPORT:

COMMENCING AT P.M. MARKING THE NORTHEAST CORNER OF LOT 8
SAFE HARBOR, AS RECORDED IN PLAT BOOK 4, PAGE 31, OKALOOSA
COUNTY, FLORIDA; PROCEED S80°38'W, 65.27 FEET ALONG SAFE
HARBOR LANE TO THE POINT OF BEGINNING; THENCE S30°58'W, 190.0
FEET; THENCE N61°57'W, 138.0 FEET TO A POINT MARKING JOE'S
BAYOU; THENCE MEASURED SAID BAYOU N48°17'9"E, 115.49 FEET
THENCE N80°58'E, 135.0 FEET TO THE POINT OF BEGINNING.

1. NO SEARCH OF THE PUBLIC RECORDS WAS DONE. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
2. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED AND APPARENT USES ARE AS SHOWN.
3. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF SUBJECT PARCEL, & SHOWN AS **.
4. ALL MEASUREMENTS ARE IN U.S. FEET.
5. THIS SURVEY DEPICTS DEED OR PLATTED LINES THAT MAY BE IN CONFLICT WITH ACTUAL FIELD MEASURED LINES AND THIS SURVEY DOES NOT CREATE OR CONSTITUTE ANY UNWRITTEN TITLE OR PRESCRIPTIVE RIGHTS.
6. FLOOD STATEMENT: PANEL NO. 12091C0406 H, DATED 12-06-2002, FLOOD ZONES X AND AE-B.

THIS SURVEY IS CERTIFIED TO
BURKE LAW AND TITLE
R. TIMOTHY DRUEGER
TRUSTMARK NATIONAL BANK

TYPE BOUNDARY
SURVEY:

CLIENT: GARY MILLER HOMES

FIELD DATE: 06-20-18	F.B. 18-06, PAGE 34
----------------------	---------------------

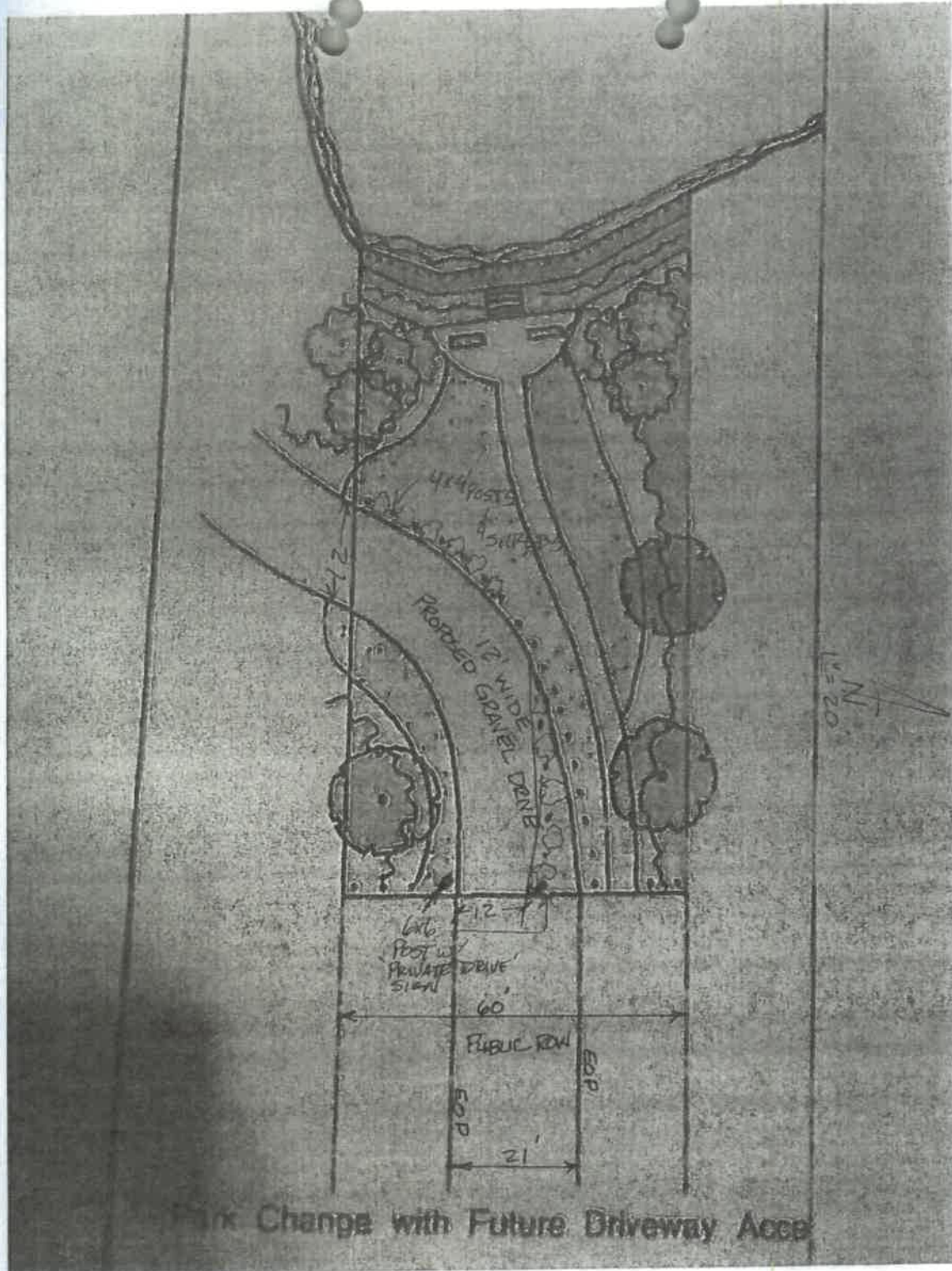
HORIZ. N/A

DATUM:	N/A
VERT:	N/A

DATE: N/A

17-369/18-394

KIMBERLY A. SAXTON, P.S.M. No.6569





Section "A-A" : Typical Retention Swale/Basin

Note: Retention Basin Bottom shall be at least 12" Above the Top of the Closest Foundation Spread Footer

Sod for Soil Erosion

Storm Water Basin May Be Contoured to Accomodate Landscaping Needs. Any Deviations May Be Permissible As Long As the Basin Square Footage Total is 4802 Sq. Ft. or Larger and/or The Treatment Basin Volume is 2302 Cubic Feet or Larger

All Grading and site contouring will be adjusted so all storm water is directed to the retention swales/basin on site.

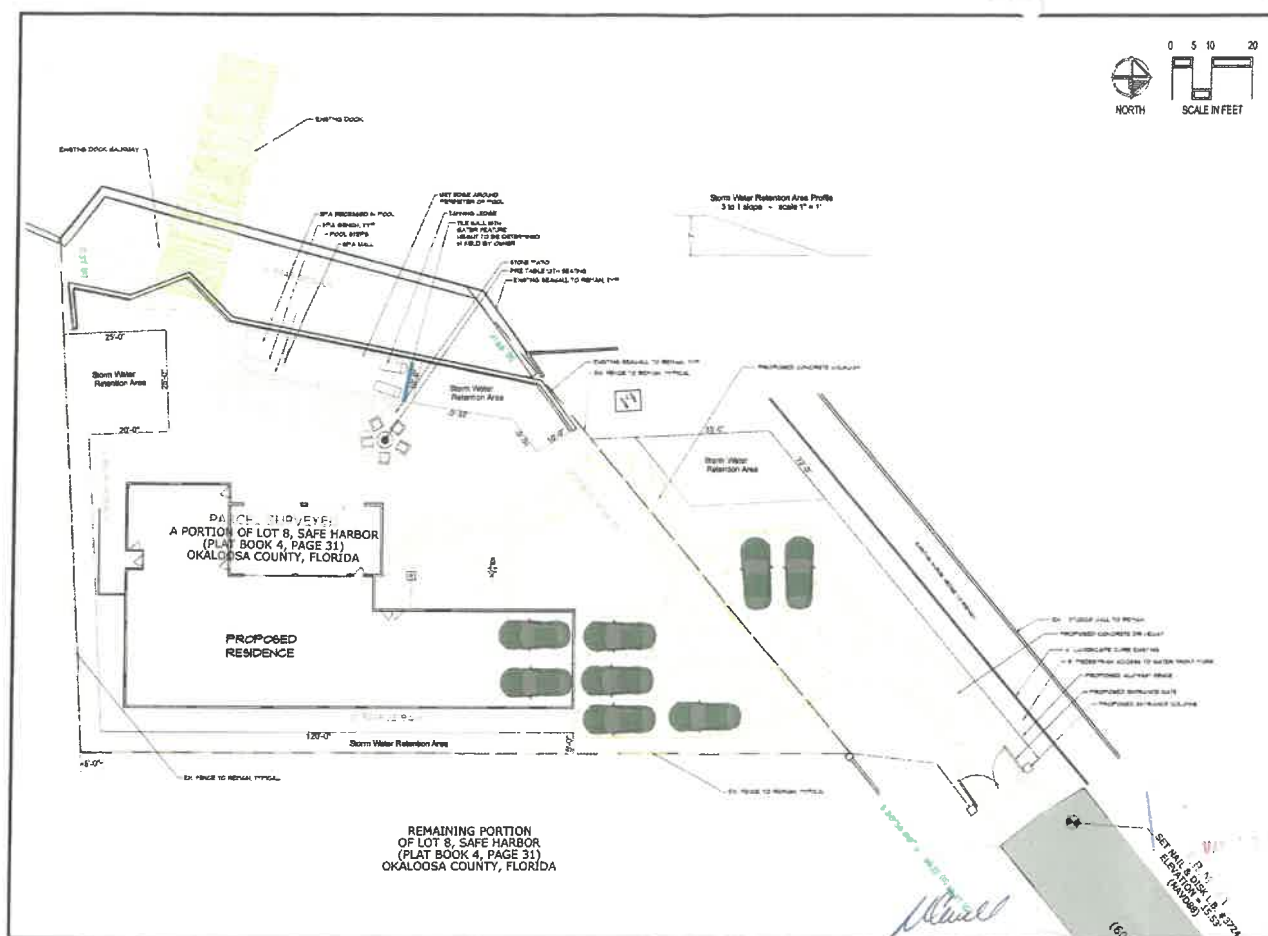
RECEIVED
APR 20 2018
Building Division

Ret. Pond Area (total): 4802 SF
Ret. Pond Volume (total): 2302 CF
Imp. Area: 5075 SF
Ret. Vol. Required: 1825 CF
Ret. Vol. Provided: 2302 CF
Lot Area: 15682 SF

RECEIVED
APR 02 2018
Building Division

Revised Plan

4.18.18



CALL


Local Portals
and 24/7 Air Service
**867 HARBOR BLV
SUITE 101
DESTIN, FL 32541**
PHONE (904) 262-8564

HARDSCAPE PLAN
KRUEGER RESIDENCE
604 HARBOR LANE
DECATUR, GA

DATE	10/10/2000
TIME	10:00
BY	10:00
TO	10:00
FROM	10:00
REMARKS	10:00



SHEET
11
OF 3

59.14



Section "A-A": Typical Retention Swale/Basin

Note: Retention Basin Bottom shall be at least 12" Above the Top of the Closest Foundation Spread Footer
Sod for Soil Erosion
Storm Water Basin May Be Contoured to Accommodate Landscaping Needs. Any Deviations May Be Permissible As Long As the Basin Square Footage Total is 2,016 Square Feet or Larger and/or The Treatment Basin Volume is 1,325 Cubic Feet or Larger
All grading and site contouring will be adjusted so all storm water is directed to the retention swales/basin on site.

Ret. Pond Area (Total): 2,016 SF
Ret. Pond Vol. (Total): 1,325 CF
Imp. Area: 6,874 S
Ret. Vol. Required: 1,325 CF
Ret. Vol. Provided: 1,325 CF
Lot Area: 15,682 SI

*STORMWATER
PLAN ONLY
OK for*

*Alkhu
5.8.12*

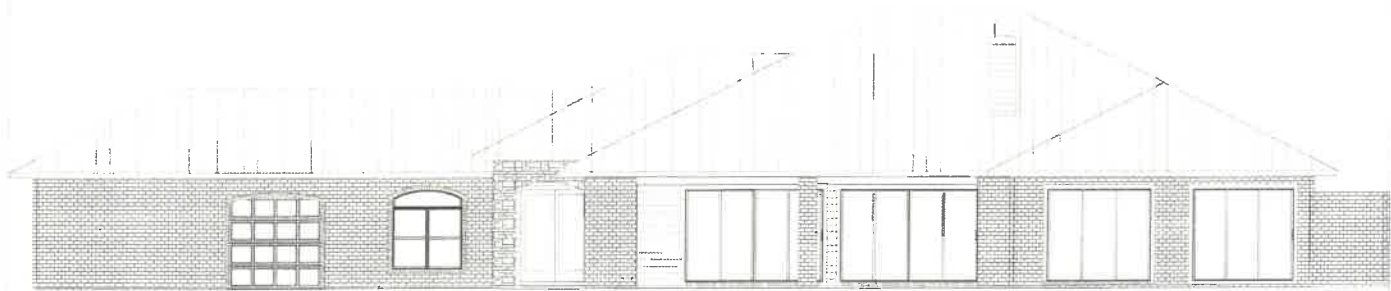


Gary Miller Homes
108 Bailey Dr
Niccville

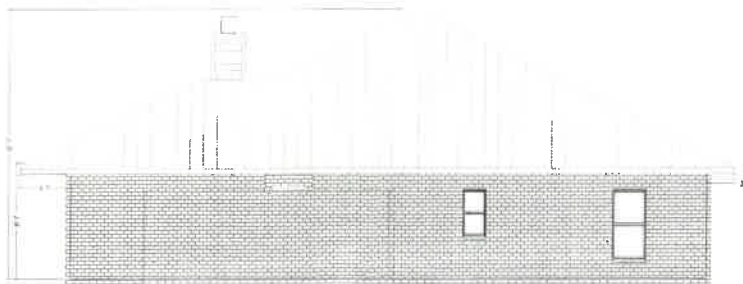
Scale: 1" = 20'
Date: 5/9/2017
Drawn By:
Revision Date:

Plot Plan
Lot 8 Safe Harbor
Tim Krueger

Page #



Front Elevation



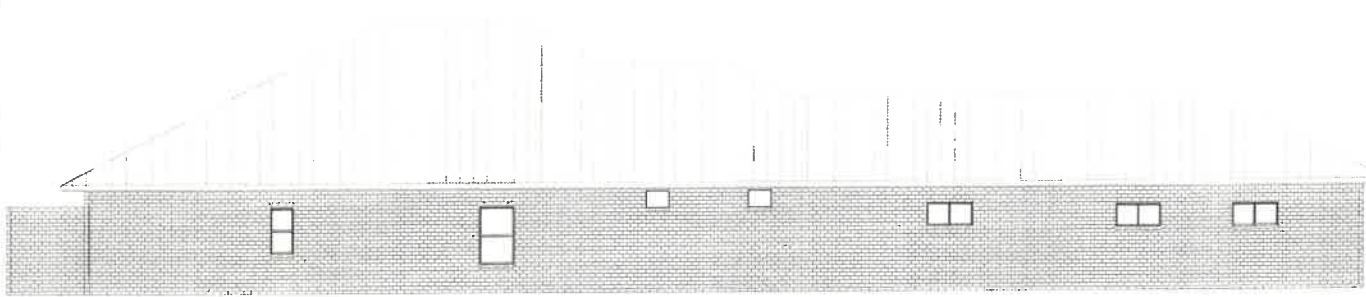
Right Elevation

Handwritten signature and date:
 5.9.17

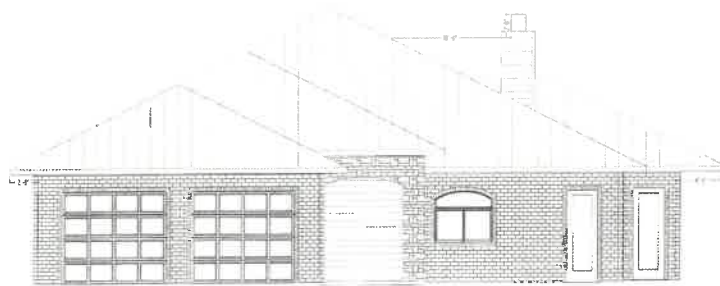
Small rectangular stamp or logo with text, likely a professional seal or company logo.

Front & Right Elevations
 Lot 8 Safe Harbor
 Tim Krueger
 Gary Miller Homes
 108 Bailey Dr.
 Niceville

Scale: 1/8" = 1'-0"
 Date: 05/02/17
 Drawn By: [blank]
 Revision: [blank]



Rear Elevation



Left Elevation

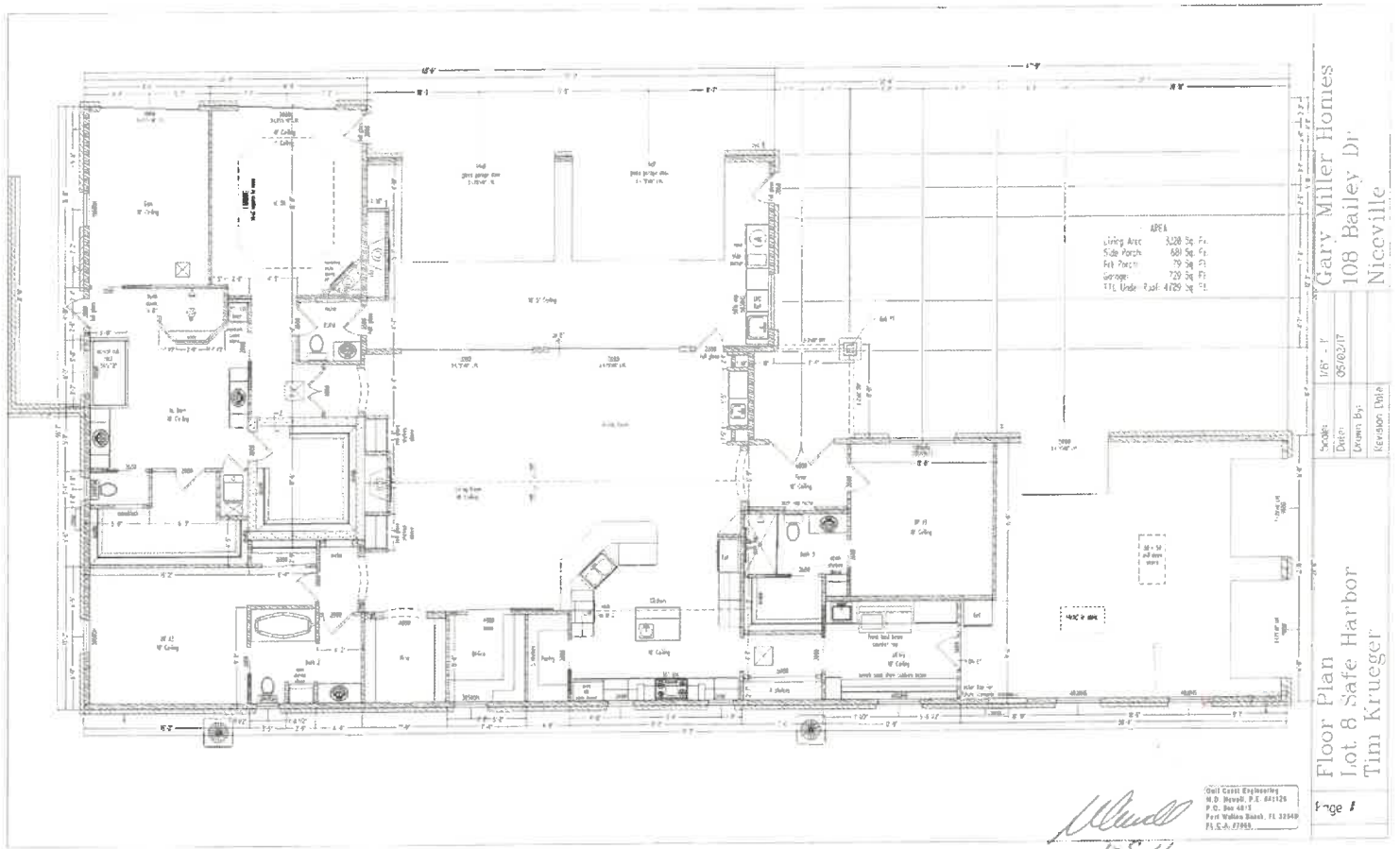
Handwritten signature
5.9.17

Art Coast Engineering
W.D. Russell, P.E. #41126
P.O. Box 4185
Fort Walton Beach, FL 32210
FL C.E. #1509

Rear & Left Elevations
Lot 8 Safe Harbor
Tim Krueger

Scale:
Date: 05/02/17
Drawn By:
Checked By:

108 Bailey Dr
Niceville

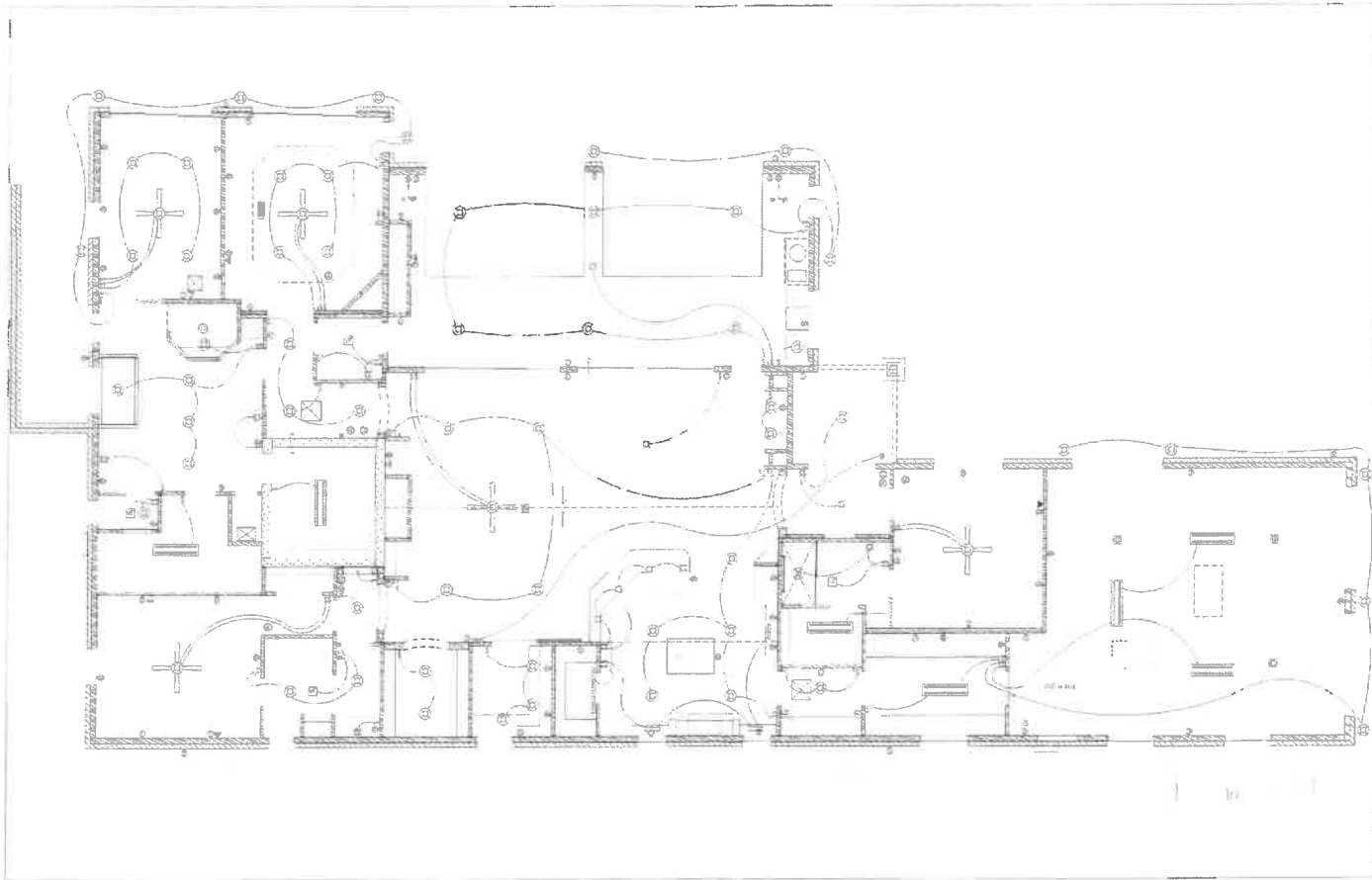


Handwritten signature and date:
 J-3-11

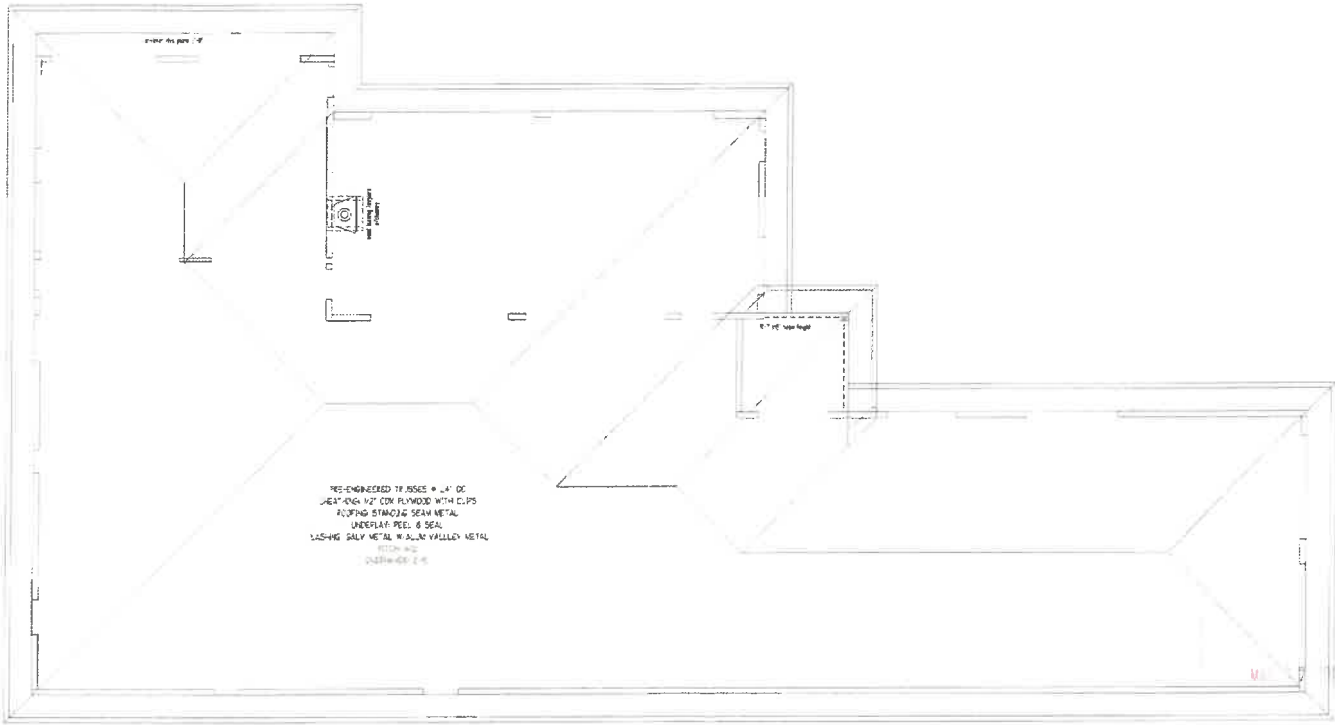
Small text block containing project details and contact information:

Small text block containing project details and contact information:

Gary Miller Homes
 108 Bailey Dr
 Niccville
 Floor Plan
 Lot 8 Safe Harbor
 Tim Krueger
 Scale: 1/8" = 1'-0"
 Date: 05/02/17
 Drawn By: [blank]
 Revision: [blank]



Page 1	Electrical Plan Lot 8 Safe Harbor Tim Krueger	Scale: Date: Drawn By:	1/8" = 1' 05/02/17	Gary Miller Homes 108 Bailey Dr. Niceville
		Revision Date		



Handwritten signature and date:
 J.P. 5.8.11

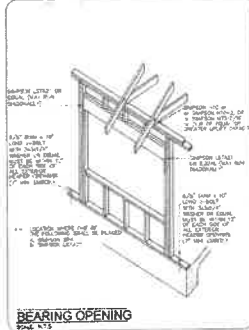
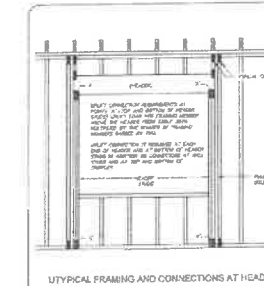
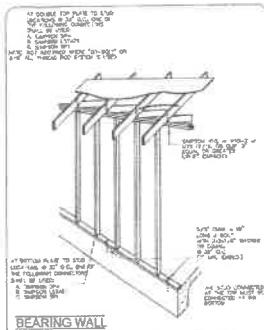
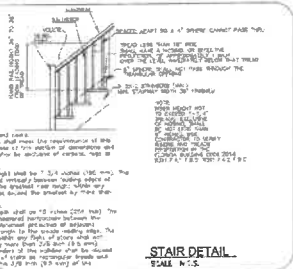
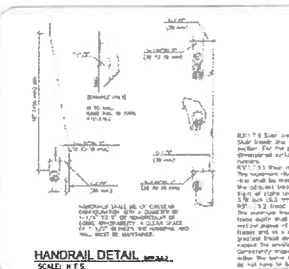
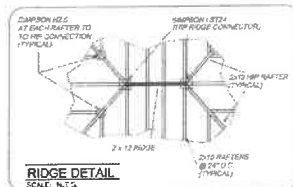
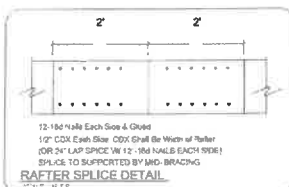
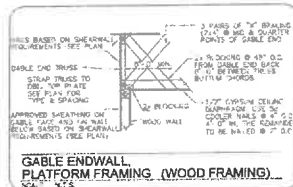
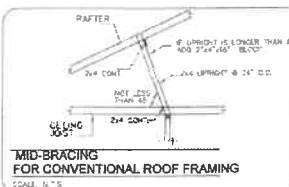
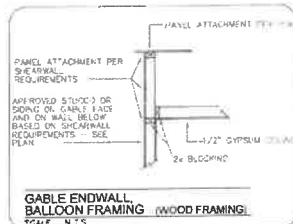
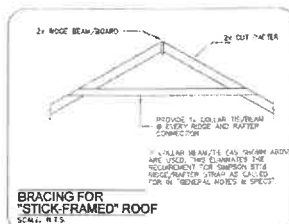
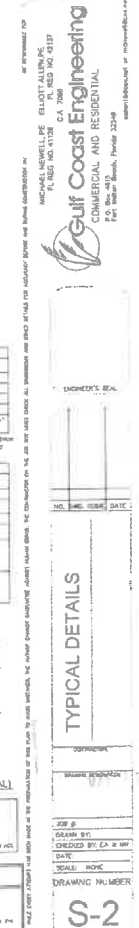
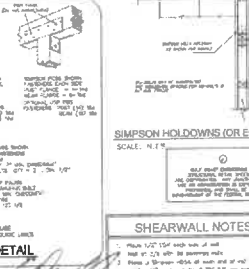
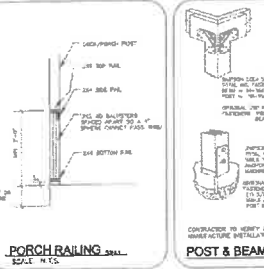
JTB Civil Engineering
 M.D. Merrill, P.E. 001120
 P.O. Box 4313
 Fort White, FL 32836
 FL Lic. #7881

Roof Plan
 Lot 8 Safe Harbor
 Tim Krueger

Scale: 1/4" = 1'-0"
Date: 05/02/11
Drawn By:
Revision Date:

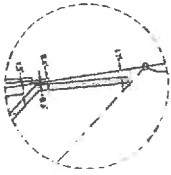
Client: Gary Miller Homes
Address: 108 Bailey Dr
Location: Niceville

Code #

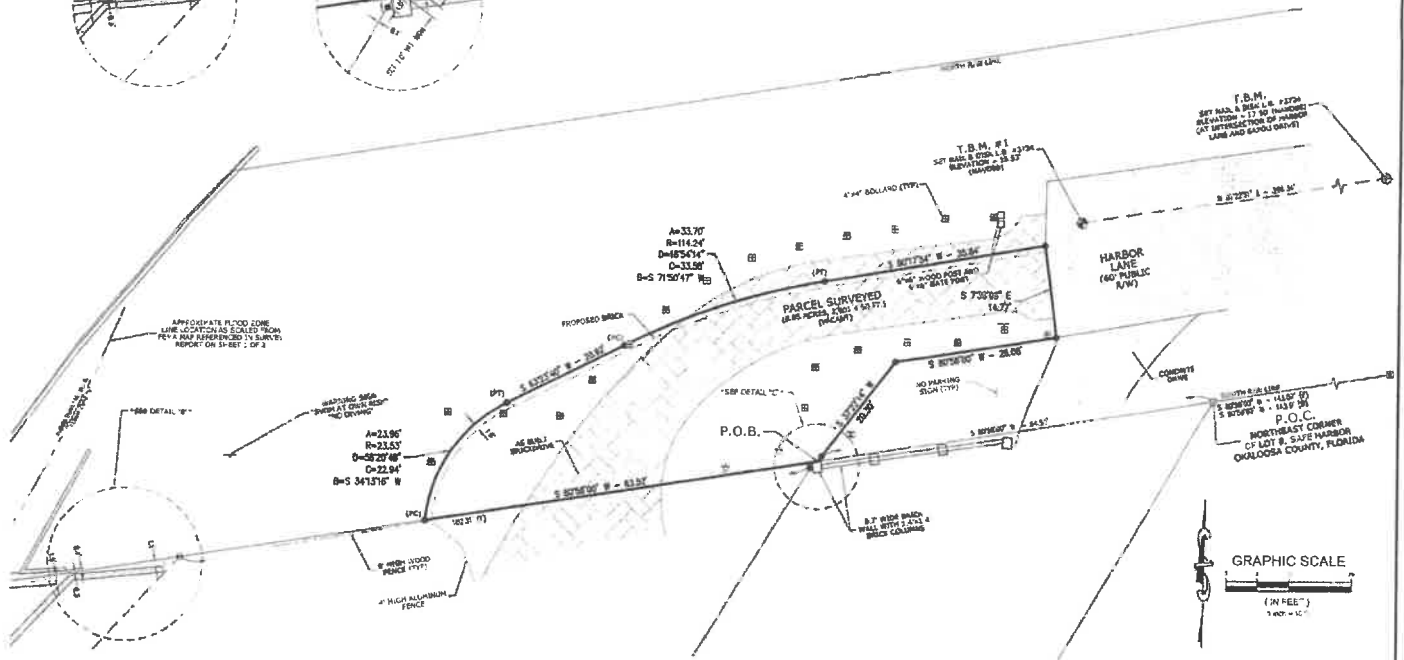
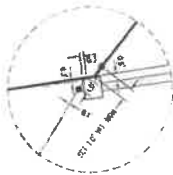
[illegible]

BOUNDARY SURVEY

DETAIL "B"
SCALE: 1" = 10'



DETAIL "C"
SCALE: 1" = 5'



SHEET 2 OF 2



www.eca.com
327 COUNTY HIGHWAY 262 SOUTH
SANTA ROSA BEACH, FLORIDA 32488
P: (850) 267-0472 FAX: (850) 267-0679
Land Planning • Engineering • Surveying
Since 1970

SCALE: 1" = 10'
DWG. DATE: 11-13-19
DESIGNER: J. H.
PROJECT: 15-239
FIELD BOOK(S):
2177, PAGES: 24-25 (WB)
2245, PAGES: 35-60 (AB)
2256, PAGES: 14-16 (BB)
DIBLER: 19-1534
FILE: 15-3958B(2).dwg

BOUNDARY SURVEY OF A PORTION OF LAND IN
UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE
22 WEST, OKALOOSA COUNTY, FLORIDA.
FOR: TIM KRUEGER

15-11-19	15-239-19	15-239-19	15-239-19
15-239-19	15-239-19	15-239-19	15-239-19
DATE	REVISION	BY	
SEE SHEET 1 OF 2 FOR SURVEY REPORT, LEGEND AND CERTIFICATIONS			
DATE: E. W. BURG'S FLORIDA LICENSED SURVEYOR & MAPPER #4880 EMERALD COAST ASSOCIATES, INC. S. # 1724			

16-299D

BOUNDARY SURVEY

LEGEND:

- NO = NUMBER
 # = NUMBER
 L.B. = LICENSED BUSINESS
 L.S. = LICENSED SURVEYOR
 P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
 ELEV. = ELEVATION
 O.P. = OFFICIAL RECORDS
 = MARK ON LESS
 A = ARC LENGTH
 R = RADIUS
 D = DELTA ANGLE
 B = CHORD BEARING
 C = CHORD LENGTH
 (P) = FIELD MEASUREMENT
 (D) = DESCRIPTION DATA
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 R/W = RIGHT OF WAY
 F.E.M.A. = FEDERAL EMERGENCY MANAGEMENT AGENCY
 CORP. = CORPORATION
 TYP. = TYPICAL
 O = IDENTIFICATION
 INC. = INCORPORATED
 DNG. = DRAINAGE
 N/A = NOT APPLICABLE
 NAD 83 = NORTH AMERICAN DATUM 1983
 = SPOT ELEVATION AT 100'
 = DISTANCE NOT TO SCALE
 = FOUND 1/2" CAPPED IRON ROD L.S. #1724 "WITNESS MONUMENT"
 = FOUND 1/2" NON ROD NO. 10
 = SET 1/2" CAPPED IRON ROD L.S. #1724 "WITNESS MONUMENT"
 = FOUND 4" BIT 4" CONCRETE MONUMENT NO. 10
 = BRASS NAIL
 = WATER METER
 = BRASS CLAMP OUT
 = WATER STAGOUT
 = BENCHMARK
 = HARBOR
 = ASPHALT ROAD (HARBOR LANE)
 = COTTON "ACE'S" BAYONET
 = REED WALK
 = BRICK PAVES

SURVEY REPORT:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO T-1 SOUTH B.T.A. 1911 OF HARBOR LANE AS BEING 80°58'00" W. (P.S.M. DATA)
2. THIS PARCEL IS LOCATED IN FLOOD ZONE A, AND BASE FLOOD ELEVATION BEING 10.00' IN FLOOD ZONE "A" (P.S.M. DATA) 10.00' FLOOD ELEVATION BEING 10.00' AS DETERMINED BY SCALE FROM F.E.M.A. MAP NUMBER 1309100000 N. PANEL 400 OF F.E.M.A. DATES BEGINNING 8, 2002, OKALOOSA COUNTY, FLORIDA.
3. NO ENVIRONMENTAL RESTRICTIONS 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 AND SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY EMERALD COAST ASSOCIATES AND NO CERTIFICATION IS GIVEN THAT EASEMENTS, ENCUMBRANCES 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 SYMBOLS OF CORNER MONUMENTATION, V-LINES, BENCH, ELEVATION ARE EXAGGERATED FOR CLARITY AND ARE NOT TO SCALE. THE CENTER POINT OF BRICK IS ACCURATELY NOTED TO SCALE ONLY OF CALCULATED THEORETIC.
9. NO UNDERGROUND UTILITIES WERE LOCATED.
10. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1983 (NAD83).

DESCRIPTION:

(AS WRITTEN)

COMMENCING AT P.R.M. MARKING THE NORTHEAST CORNER OF LOT 8, SAFE HARBOR, AS RECORDED IN PLAT BOOK 4, PAGE 31, OKALOOSA COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF HARBOR LANE WEST (60' PUBLIC R/W); PROCEED ALONG SAID SOUTH RIGHT OF WAY LINE S 80°58'00" W. A DISTANCE OF 84.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE S 80°58'00" W. A DISTANCE OF 83.52 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 23.53 FEET, THENCE DEPARTING SAID RIGHT OF WAY LINE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58 DEGREES 20 MINUTES 49 SECONDS, AN ARC DISTANCE OF 23.36 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 63 DEGREES 23 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.91 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 114.24 FEET, THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 34 MINUTES 14 SECONDS, AN ARC DISTANCE OF 33.70 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80 DEGREES 17 MINUTES 54 SECONDS EAST, A DISTANCE OF 35.84 FEET, THENCE SOUTH 07 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 14.77 FEET, THENCE S 80°58'00" W. A DISTANCE OF 26.08; THENCE S 37°42'11" W. A DISTANCE OF 20.36 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, CONTAINING 0.05 ACRES, 2,001 ± SQUARE FEET.

SHEET 1 OF 2



WWW.ECA-FLORIDA.COM
 327 COUNTY ROAD 393 SOUTH
 SANTA ROSA BEACH, FLORIDA 32459
 PH (904) 267-0473 FAX (904) 267-0876
Emerald Coast Associates, Inc.
 Land Planning • Engineering • Surveying
 SINCE 1979

SCALE: 1" = 10'
 DRAWN BY: J.T.H.
 PROJECT: 16-299
 SHEET: 19-1304
 FILE: 16-299-08-1.dwg

DWG DATE: 11-13-19
 FIELD DATE: 11-8-19
 PROJECT: 16-299
 FIELD BOOK(S):
 2177 PAGES 24-26 (NB)
 2245 PAGES 34-35 (NB)
 2256 PAGES 14-15 (NB)

BOUNDARY SURVEY OF A PORTION OF LAND IN
 UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE
 22 WEST, OKALOOSA COUNTY, FLORIDA.

FOR: TIM KRUEDER

11-13-19	ADDED BRD. DATE - 11/13/19	
11-13-19	REVIEWED - 11/13/19	
DATE	APPROVED	
THE SURVEY SHOWN HEREON, PREPARED IN ACCORDANCE WITH SECTION 477.027 FLORIDA STATUTES, AND CHAPTER 34-17.001 AND 34-17.002, FLORIDA ADMINISTRATIVE CODE, STANDARDS OF PRACTICE, HAS BEEN CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF WITHOUT THE ASSISTANCE OF THE CADASTRAL BUREAU OF A FLORIDA LICENSED SURVEYOR AND MAPPER.		
DARYL E. BLURS FLORIDA LICENSED SURVEYOR & MAPPER #0037 EMERALD COAST ASSOCIATES, INC., L.S. # 3724		

16-299B

NAME: **Krueger**
 LOCATION: **604 Harbor Ln, Destin, FL**

JOB NO.: **18-009**
 DATE: **30-Mar-18**

BASIN INPUT SUMMARY	
BASIN 604 Harbor Ln	
BASIN AREA (F12) =	15,682 SF
BASIN ACREAGE =	0.360 AC
IMPERVIOUS AREA =	5,075 SF
IMPERVIOUS ACREAGE =	0.12 AC
PERVIOUS AREA =	10,607 SF
PERVIOUS ACREAGE =	0.24 AC
IMPERVIOUS C =	0.90
PERVIOUS C =	0.20
POST DEVELOPMENT C =	0.67
INFILTRATION AREA =	4,806 SF
MEASURED PERMEABILITY =	10.00 MIN/IN
DESIGN PERMEABILITY =	10.00 MIN/IN
VELOCITY =	0.000139 FT/SEC
PERCOLATION RATE =	0.67 CFS
PRE-DEVELOP DISCH RATE =	0.43 CFS
MAX DISCH ALLOWED =	1.10 CFS

DRAINAGE SUMMARY		
BASIN VOLUME PROVIDED		
		2,302 CF
VOLUME REQUIREMENTS		
STORM	STAGE	VOLUME
100 YEAR	16.5	2302 CF
50 YEAR	16.5	2302 CF
25 YEAR	16.4	1825 CF
10 YEAR	16.4	1825 CF
5 YEAR	16.2	896 CF
3 YEAR	16.2	896 CF
2 YEAR	16.2	896 CF
RATIONAL FORMULA REQUIREMENT=		2302 CF
WATER TABLE=		>1.5 FT.
DET. POND BOTTOM=		16.0 FT.
Volume provided meets the voume required.		

PRE AND POST DEVELOPMENT C-FACTOR CALCULATIONS W/DISCHARGE RATES					
C-FACTORS		PRE-DEVELOPMENT		POST DEVELOPMENT	
PERVIOUS/GRASS	0.20	PERVIOUS/GRASS=	15682 SF	PERVIOUS/GRASS=	5801 SF
IMPERVIOUS	0.90	IMPERVIOUS=	0 SF	IMPERVIOUS=	5075 SF
RET/DET PONDS	1.00	PONDS=	0 SF	PONDS=	4806 SF
		C-FACTOR =	0.20	C-FACTOR =	0.67
		PRE DISCH. RATE=	0.43 CFS	POST DISCH. RATE=	0.24 CFS

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 APR 20 2018
 Building Division

APR 20 2018
 CIVIL

[Signature]
 3-30-18

Two blue ink 'RECEIVED' stamps from the Building Division, dated APR 20 2018, are placed on the document. One stamp is oriented horizontally, and the other is oriented vertically.

Krueger
 JOB NO.: 18-008 NAME: Krueger
 DATE: 30-Mar-18 LOCATION: 804 Harbor Ln, Destin, FL

DRAINAGE CALCULATIONS

FREQUENCY = 25 YEAR (ZONE 1)

Basin 804 Harbor Ln 0.36 ACRES
 POST-DEVELOPMENT RATIONAL COEFFICIENT = 0.67

STORM DURATION	ACCUM. RAINF. (INCHES)	# MAX STAGE (FT NGVD)	MAX VOLUME REQUIRED (CU FT)	POST-DEV DISCH (CFS)
1 HOUR	3.66	16.40	1825	0.66
2 HOUR	4.78	16.30	1356	0.65
4 HOUR	6.00	16.10	444	0.62
6 HOUR	7.52	16.30	1366	0.66
24 HOUR	10.80	16.10	444	0.62
3 DAY	13.00	16.20	896	0.63
7 DAY	15.00	16.30	1366	0.66
10 DAY	17.00	16.20	896	0.63
CRITICAL EVENT =		16.40	1825	

24 YEAR/1 HOUR		804 Harbor Ln		18-008					
(1)		(2)	(3)	(4)	(5)	(6)	(7)		
INFLW HYDROGRAPH		INFLW	IN+I2	(25DT+0)1	(25DT+0)2	STAGE		Q2	
TIME	UP total	RATE	RATE	RATE	VOLUME	(FT NGVD)		(CFS)	
(Hr)		(CFS)	(CFS)	(CFS)	(CFS)				
0.0	0.00					0.00	0.00	0.000	
0.1	0.20	0.18	0.18	0.00	0.18	16.00	0.000		
0.2	0.80	0.53	0.71	0.18	0.86	16.00	0.000		
0.3	1.20	1.07	1.60	0.86	2.46	16.00	0.000		
0.4	2.10	1.87	2.94	2.46	5.43	16.10	0.622		
0.5	2.15	1.91	3.78	4.18	7.97	16.20	0.634		
0.6	1.80	1.60	3.52	6.70	10.21	16.30	0.645		
0.7	1.10	0.98	2.58	8.92	11.50	16.40	0.657		
0.8	0.70	0.62	1.60	10.19	11.70	16.40	0.657		
0.9	0.10	0.08	0.71	10.48	11.18	16.40	0.657		
1.0	0.00	0.00	0.00	9.96	9.97	16.30	0.645		

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APR 20 2018

Building Division

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APR 20 2018

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GENERAL NOTES:

1. ALL PRICES OF PLANT MATERIAL SHALL INCLUDE FINE STRAW MULCH TREE GUARDS AND BED PREPARATION.
2. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING OF ALL PLANT MATERIAL DURING THE CONSTRUCTION OF THE PROJECT, UNTIL SUCH TIME AS SUBSTANTIAL COMPLETION. AT THAT TIME, IT SHALL BECOME THE RESPONSIBILITY OF THE MAINTENANCE CONTRACTOR SELECTED BY THE OWNER.
3. WHERE SOD OR SEED IS SHOWN SOON DIRECTLY UP TO THE BUILDING, CONTRACTOR SHALL LEAVE A 8" MULCH BORDER BETWEEN THE SOD AND THE BUILDING FOR EASY MAINTENANCE.
4. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO SELECT ANY AND ALL PLANT MATERIAL WHICH DOES NOT MEET THE SPECIFICATIONS IN SIZE OR SHAPE.

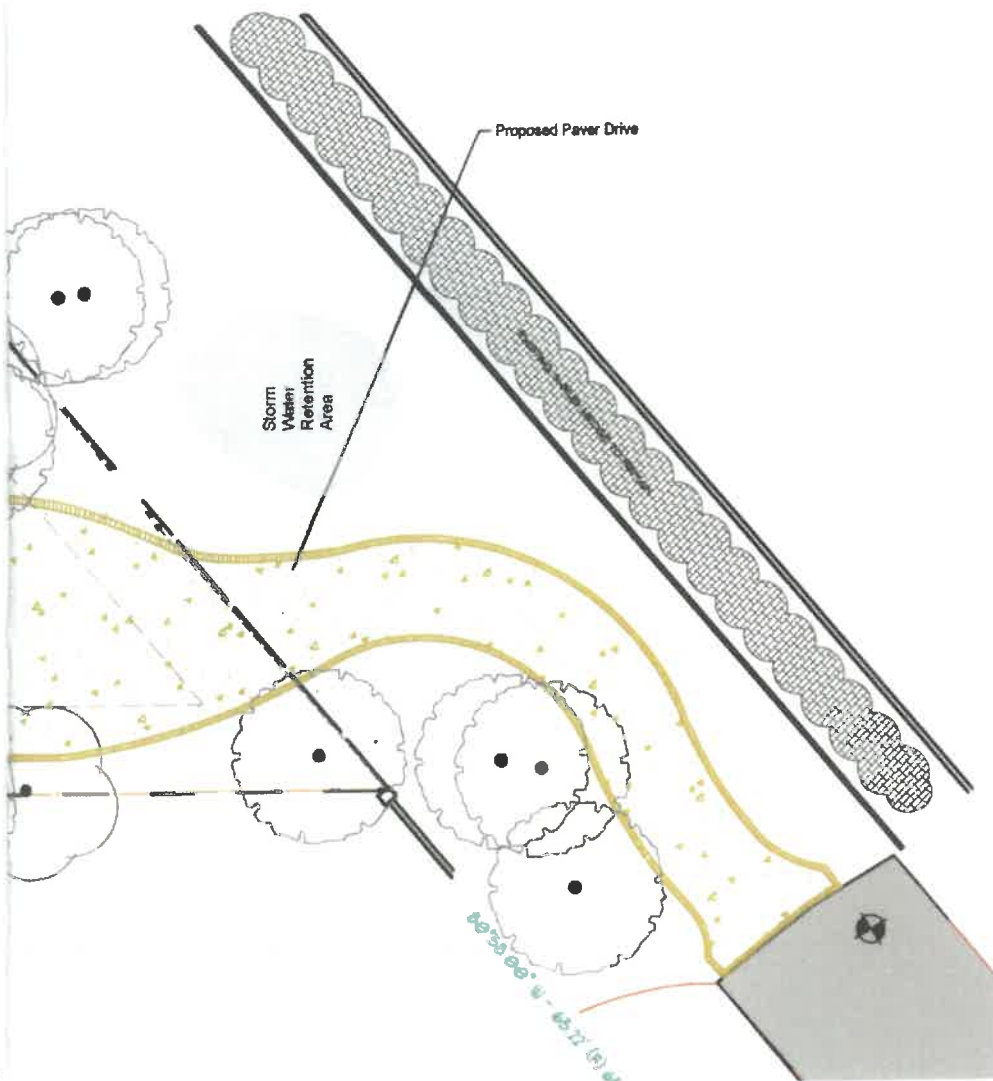
IRRIGATION NOTES:

1. CONTRACTOR SHALL SUBMIT A DESIGN / BUILD IRRIGATION SYSTEM FOR THIS PROJECT.
2. IRRIGATION PRICE SHALL BE SUBMITTED AS A SEPARATE LINE ITEM FROM THE CONTRACTOR.
3. CONTRACTOR SHALL PROVIDE HEAD TO HEAD COVERAGE TO ALL LANDSCAPED AREAS SHOWN ON PLANS.
4. LANDSCAPE ARCHITECT AND CLIENT WILL REVIEW IRRIGATION DESIGN WITH SELECTED CONTRACTOR TO REVIEW DESIGN OF SYSTEM.
5. AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WILL BE INSTALLED THAT HAS 100% COVERAGE, 80% MINIMUM OVERLAP, AND MATCHED PRECIPITATION RATES ACROSS ZONES.

TREE	QTY	COMMON NAME	SCIENTIFIC NAME	CGIT	CAL	REMARKS
	1	EXISTING MAGNOLIA	MAGNOLIA GRANDIFLORA	EXISTING	CAL	TO REMAIN
	1	EXISTING MAGNOLIA	MAGNOLIA GRANDIFLORA	EXISTING	6" CAL	TO REMAIN
	2	EXISTING MAGNOLIA	MAGNOLIA GRANDIFLORA	EXISTING	7" CAL	TO REMAIN
	6	EXISTING OAK	QUERCUS VIRGINIANA	EXISTING	10" CAL	TO REMAIN
	8	EXISTING OAK	QUERCUS VIRGINIANA	EXISTING	12" CAL	TO REMAIN
	2	EXISTING OAK	QUERCUS VIRGINIANA	EXISTING	14" CAL	TO REMAIN
	1	EXISTING OAK	QUERCUS VIRGINIANA	EXISTING	16" CAL	TO REMAIN
	1	EXISTING OAK	QUERCUS VIRGINIANA	EXISTING	16" CAL	TO REMAIN
	1	EXISTING OAK	QUERCUS VIRGINIANA	EXISTING	17" CAL	TO REMAIN
	1	EXISTING OAK	QUERCUS VIRGINIANA	EXISTING	8" CAL	TO REMAIN
	4	EXISTING OAK	QUERCUS VIRGINIANA	EXISTING	6" CAL	TO REMAIN
	1	EXISTING OAK	QUERCUS VIRGINIANA	EXISTING	7" CAL	TO REMAIN
	2	EXISTING OAK	QUERCUS VIRGINIANA	EXISTING	8" CAL	TO REMAIN
	3	EXISTING OAK	QUERCUS VIRGINIANA	EXISTING	9" CAL	TO REMAIN

Retention Swale Cross Section

3 to 1
slope



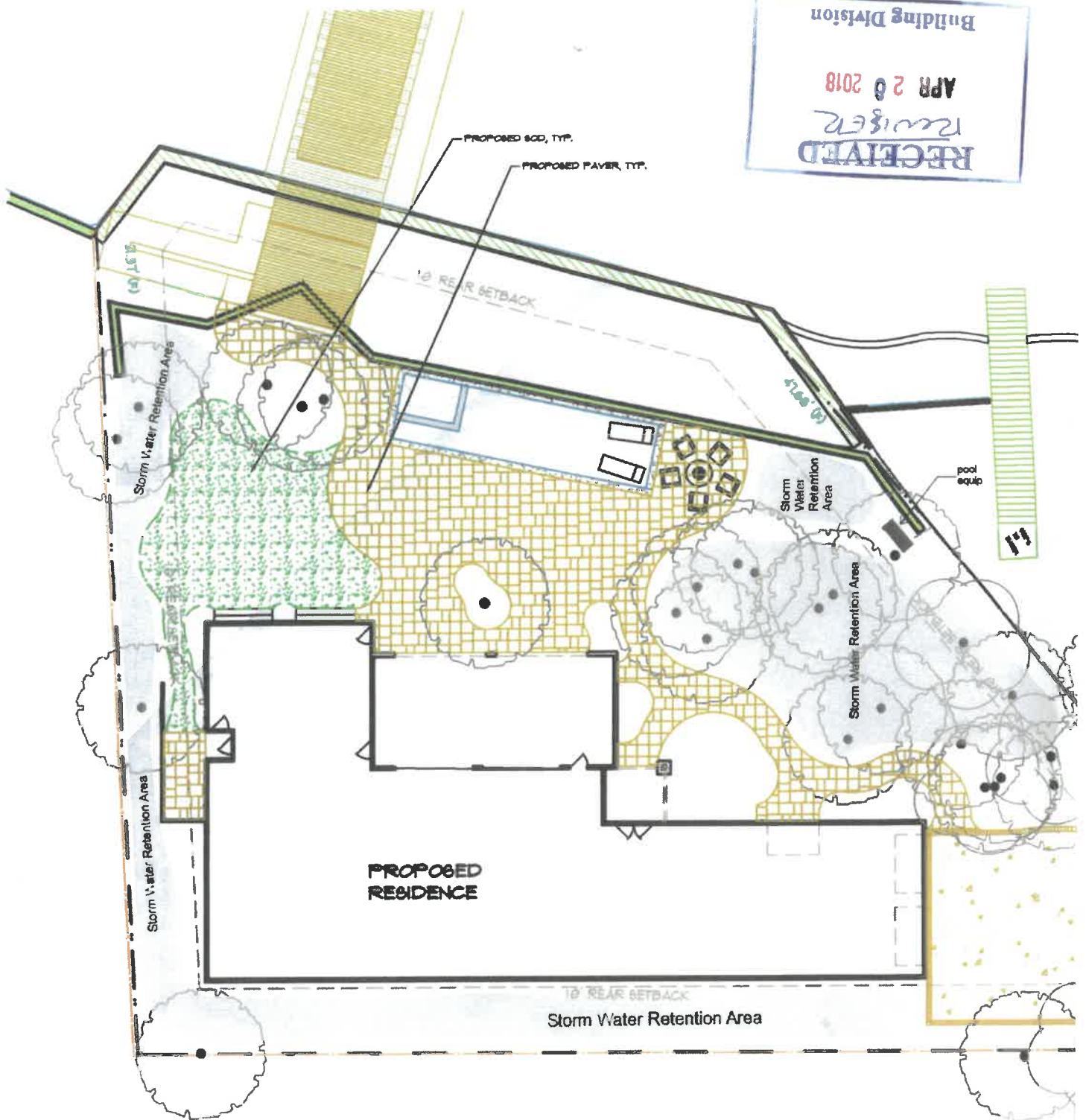
LANDSCAPE PLAN KRUEGER RESIDENCE

SCALE:	1"=10'-0"
DATE:	3-22-11
FILE NAME:	NAME
DRAWN BY:	CRB
REVIEWED BY:	CRB



SHEET

RECEIVED
REVISER
APR 26 2018
Building Division



NORTH

0 5 10 20



SCALE IN FEET



**Community Development Department
Building Division**

4200 Indian Bayou Trail, Destin, FL 32541
Phone: (850) 654-1119 Fax: (850) 460-2171



**Driveway/Deck/Patio/Walkway
Permit Application**

DATE: 6/26/19

JOB SITE ADDRESS: 604 Harbor Lane

NAME OF PROJECT: _____

PARCEL ID: _____ LOT: _____ BLOCK: _____ SUBDIVISION: _____

OWNER OF PROPERTY: Tim Krueger

CONTRACTOR COMPANY NAME: Coastal Pavers

ADDRESS: 604 Harbor Lane

QUALIFIER NAME: Danny Davis

CITY, STATE, ZIP: Destin Florida 32541

STATE LICENSE #: L18000160599 COMP#: _____

PHONE: _____ FAX: _____

ADDRESS: 1512-326 E. Johnsins Pkwy

MOBILE/CELL: 850-803-1500

CITY, STATE, ZIP: Niceville Florida 32578

FEE SIMPLE TITLEHOLDER (If other than owner): _____

PHONE: 850-624-9058 FAX: _____

ADDRESS: _____

CONTACT PERSON: Danny Davis

CITY, STATE, ZIP: _____

MOBILE/CELL: _____

EMAIL: _____

EMAIL: Danny@NWFLandscaping.com

ARCHITECT/ENGINEER: _____

BONDING COMPANY: _____

MORTGAGE LENDER NAME: _____

DESCRIPTION OF WORK TO BE DONE:

Flare at beginning of

CATEGORY TYPE: ☒ Residential

TYPE OF WORK: (check all that apply) ☐ Driveway

IMPERVIOUS MATERIAL TYPE: ☐ Concrete

☐ Other: _____

**Provide Scaled Site Plan or Survey with imp

TOTAL VALUE (MATERIAL & LABOR): \$100.00 TOTAL SQUARE FOOT: 10
(excluding lot)

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Applicants Signature: _____

Date: 6/26/19

Reviewed by: N/A

(Building Div. - Permit Officer)

Date: 7/2/19

KSS

7/2/19



**Community Development Department
Planning Division**

4200 Indian Bayou Trail, Destin, FL 32541
Phone: (850) 837-4242 Fax: (850) 460-2171



DRIVEWAY, DECK, PATIO or WALKWAY

Building/Construction Permit Application Supplement

JOB SITE ADDRESS: 604 Harbor Lane Destin Florida 32541

PARCEL ID(S): _____

FINAL DEVELOPMENT ORDER NO. (If applicable): D.O.- _____ - _____

DESCRIPTION OF WORK (Related to Permit Type):

Flares to outer drives

ADDED IMPERVIOUS AREA: _____ SQ. FT.

- Added area is 250 sq. ft. or less, eligible for one event exemption. Refer to Building Division file for event exemption status.
- Greater than 250 and less than 750 sq. ft., applicant must meet the requirements of LDC, Article 10, Section 10.03.02.1.2.b.
- If 750 sq. ft. or more, applicant must provide a Stormwater Management Plan (See applicable Permit Checklist)

CONSTRUCTION WITHIN CITY RIGHT-OF-WAY ? ☒ Yes ☐ No

(If YES, provide a copy of the ROW permit and if PAVERS provide Hold Harmless Agreement)

.....FOR OFFICIAL USE ONLY

ZONING DISTRICT : BE REQUIRED SETBACKS: FRONT: 20' SIDE: 10' REAR: 10'

SOUTH OF COASTAL CONSTRUCTION CONTROL LINE? (Y/N) (N)
(If YES, provide a copy of the FDEP permit)

WHITE SAND ZONE: ZONE I / ZONE II / NONE FEMA FLOOD ZONE(S) & BASE FLOOD EL.: X

DECK OR PATIO HEIGHT (If > 30" must meet required setbacks) N/A

Received by Planning: _____	Received by Storm water: _____
Planning Review: _____	Date: _____
Storm water Review: _____	Date: _____
Flood Provision Review: _____	Date: _____
Right of Way Review: _____	Date: _____

WRONG APPLICATION
OBTAIN ROW PERMIT APPLICATION

Contracted Daily 11/6/19 Joe

CITY OF DESTIN - BUILDING DIVISION

PERMIT APPLICATION

NOTICE TO OWNER / CONTRACTOR

JOB SITE ADDRESS: 604 Harbor Lane Destin Florida 32541 NAME OF PROJECT: Flares on River
PARCEL ID: _____ LOT: _____ BLOCK: _____ SUBDIVISION: _____

Application is hereby made to obtain a permit to do the work and installation as indicated. **I certify that no work or installation has been commenced prior to issuance of a permit** and that all work will be performed to meet all codes, standards and laws governing construction in this jurisdiction. I also certify that all required insurances for me and any trades are in accordance with state laws. I understand that a separate permit must be secured for **BUILDING, ELECTRICAL WORK, PLUMBING, MECHANICAL, ROOFING, SIGNS, POOLS and Right of Way (ROW) CONSTRUCTION**, etc.

OWNER / CONTRACTOR AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning per State and City of Destin.

If the direct contract is greater than \$2500, the applicant/owner must file a NOTICE OF COMMENCEMENT.

“WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.”

FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.

Must be signed in presence of a Notary



Signature

Owner or Agent (including contractor)

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

Sworn to (or affirmed) and subscribed before me this

____ day of _____, 20____

By _____

Personally known _____ OR

Produced Identification _____

Seal:

Notary Signature

Notary Signature

Gate

610

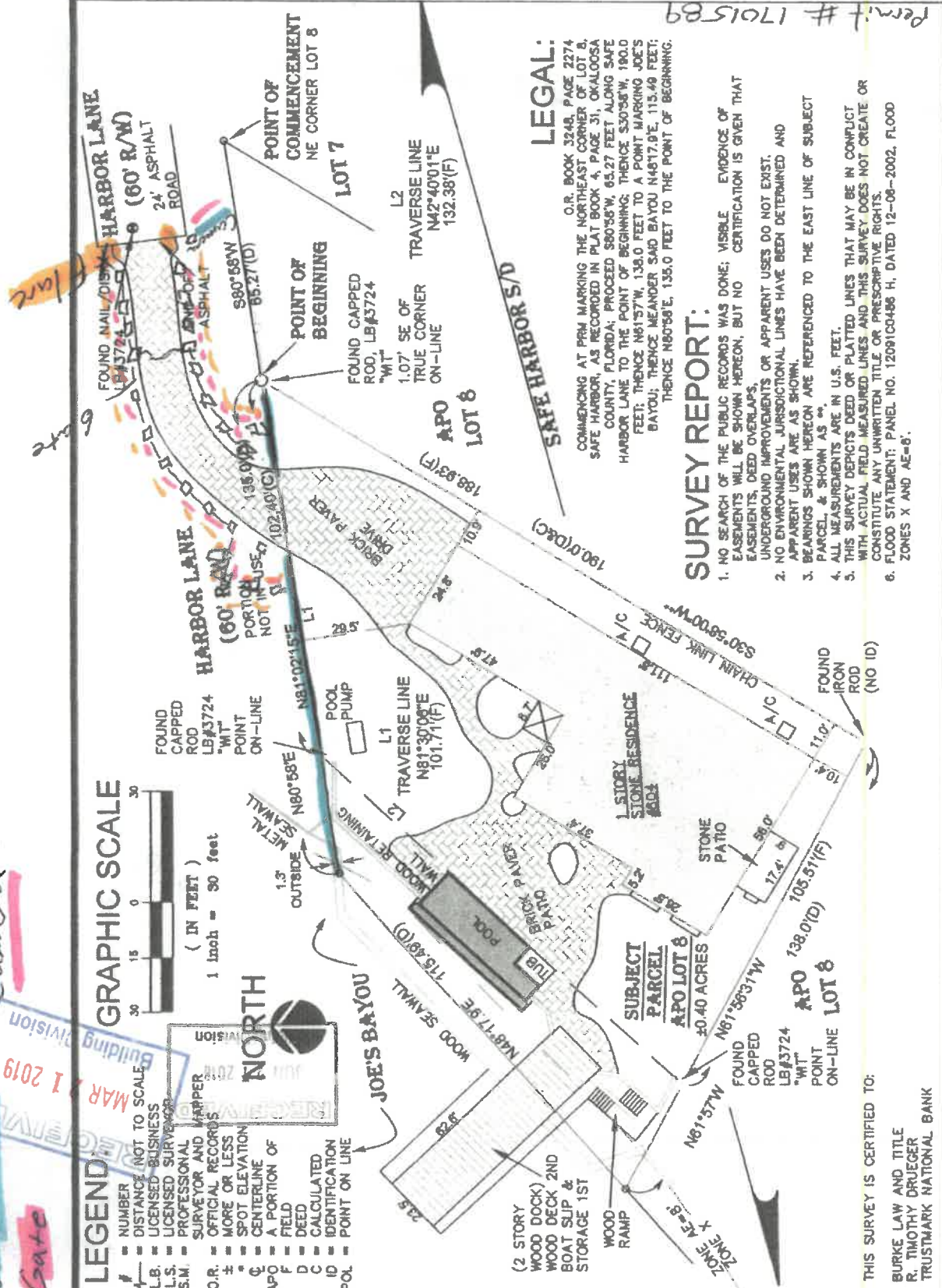
ON
Z
W
G
F
I

- GRAPHIC SCALE
- 30 15 0
- (IN FEET)
- 1 inch = 30 feet
- NORTH
- 1.3" OUTSIDE
- MA
Building
- NUMBER
DISTANCE NOT TO SCALE
LICENSED BUSINESS
PROFESSIONAL
SURVEYOR AND MAPPER
OFFICE RECORDS
MORE OR LESS
SPOT ELEVATION
CENTERLINE
A PORTION OF
FIELD
DEED
CALCULATED
IDENTIFICATION
POINT ON LINE
- Division
- RECORDS
- 1.3" METAL

GRAPHIC SCALE



NORTH



LEGAL:

O.R. BOOK 3248, PAGE 227,
COMMENCING AT PRM MARKING THE NORTH-EAST CORNER OF LOT 9,
SAFE HARBOR, AS RECORDED IN PLAT BOOK 4, PAGE 31, OKALOOSA
COUNTY, FLORIDA; PROCEED S80°35'W, 85.27 FEET ALONG SAFE
HARBOR LANE TO THE POINT OF BEGINNING; THENCE S30°35'W, 180.0
FEET; THENCE N15°17'W, 136.0 FEET TO A POINT MARKING JOE'S
BAYOU; THENCE MEASURED SAID BAYOU N45°17.0'E, 115.40 FEET;
THENCE N80°58'E, 135.0 FEET TO THE POINT OF BEGINNING.

SLIBVEY REPORT:

1. NO SEARCH OF THE PUBLIC RECORDS WAS DONE; VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
2. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED AND APPARENT USES ARE AS SHOWN.
3. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF SUBJECT PARCEL, & SHOWN AS °.
4. ALL MEASUREMENTS ARE IN U.S. FEET.
5. THIS SURVEY DEPICTS DEED OR PLATTED LINES THAT MAY BE IN CONFLICT WITH ACTUAL FIELD MEASURED LINES AND THIS SURVEY DOES NOT CREATE OR CONSTITUTE ANY UNWRITTEN TITLE OR PREScriptive RIGHTS.
6. FLOOD STATEMENT; PANEL NO. 12091C0496 H, DATED 12-06-2002, FLOOD ZONES X AND AE-6.

THIS SURVEY IS CERTIFIED TO:
BURKE LAW AND TITLE
R. TIMOTHY DRUEGER
TRUSTMARK NATIONAL BANK

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

LA LAND SURVEYING, LLC

CRESTVIEW, FLORIDA 32536
(850) 585-5994 - LALANDSURVEYING.NET

1300 ✓ 00

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156-21/606-11

CLIENT: GARY MILLER HOMES

F.B.I. 18-06, PAGE 34

HORIZ	N/A
VERT	N/A

F.B.I. 18-06, PAGE 34

SEWON

SURVEY: BUDGETARY

Permit # 1701589

2 sheets

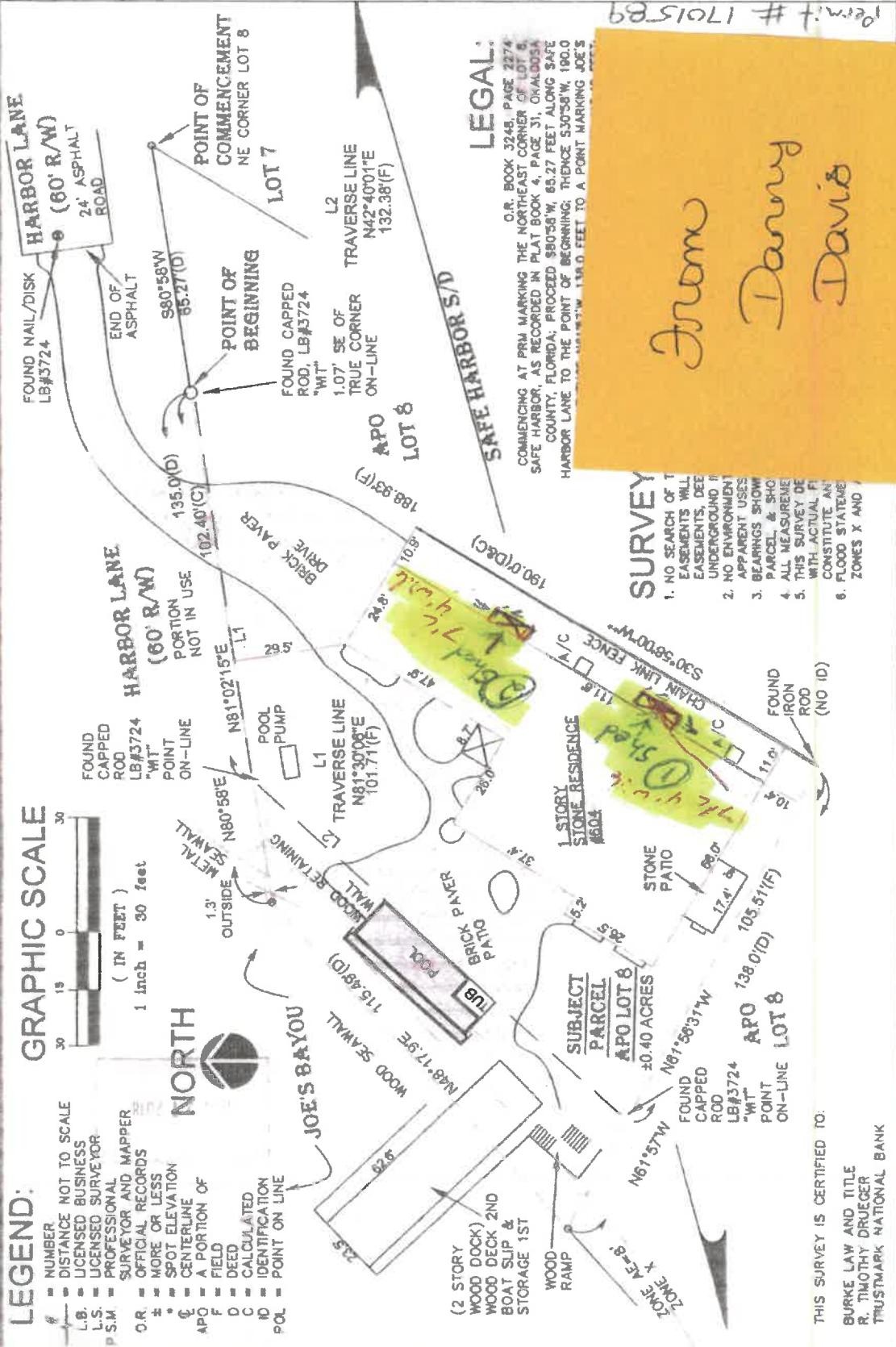
Destin, FL 32541

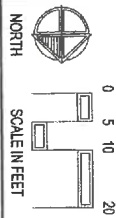
7) Long down side of house
4) deep shed one butt end up

RECEIVED

OCT 30 2019

Building Division





Scale: 1"=10'-0"

DATE: 1-27-11
DRAWN BY: CRB
REVIEWED BY: CRB
REVISIONS: 4-1-11 8-11-12 12-18
7-28-18



LANDSCAPE PLAN
KRUEGER RESIDENCE
604 HARBOR LANE
DESTIN, FL

882 LARGO BLVD.
SUITE 101
DESTIN, FL 32841
PHONE (904) 257-9900
WWW.CALDWELLCO.COM

GENERAL NOTES:

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND MAINTENANCE OF ALL PLANT MATERIAL, EXCEPT FOR THE PLANT MATERIAL SPECIFIED BY THE CLIENT.
2. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND MAINTENANCE OF ALL PLANT MATERIAL, EXCEPT FOR THE PLANT MATERIAL SPECIFIED BY THE CLIENT.
3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND MAINTENANCE OF ALL PLANT MATERIAL, EXCEPT FOR THE PLANT MATERIAL SPECIFIED BY THE CLIENT.
4. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND MAINTENANCE OF ALL PLANT MATERIAL, EXCEPT FOR THE PLANT MATERIAL SPECIFIED BY THE CLIENT.
5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND MAINTENANCE OF ALL PLANT MATERIAL, EXCEPT FOR THE PLANT MATERIAL SPECIFIED BY THE CLIENT.

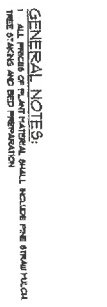
IRRIGATION NOTES:

1. IRRIGATION SHALL BE DESIGNED AND INSTALLED BY THE LANDSCAPE CONTRACTOR.
2. IRRIGATION SHALL BE DESIGNED AND INSTALLED BY THE LANDSCAPE CONTRACTOR.
3. IRRIGATION SHALL BE DESIGNED AND INSTALLED BY THE LANDSCAPE CONTRACTOR.
4. IRRIGATION SHALL BE DESIGNED AND INSTALLED BY THE LANDSCAPE CONTRACTOR.
5. IRRIGATION SHALL BE DESIGNED AND INSTALLED BY THE LANDSCAPE CONTRACTOR.

PLANT SCHEDULE

ITEM	QTY	DESCRIPTION	PLANT NAME	SIZE	SPACING
1	1	EXISTING PLANT	PLANT NAME	8" CAL.	TO REMAIN
2	1	EXISTING PLANT	PLANT NAME	8" CAL.	TO REMAIN
3	1	EXISTING PLANT	PLANT NAME	8" CAL.	TO REMAIN
4	1	EXISTING PLANT	PLANT NAME	8" CAL.	TO REMAIN
5	1	EXISTING PLANT	PLANT NAME	8" CAL.	TO REMAIN
6	1	EXISTING PLANT	PLANT NAME	8" CAL.	TO REMAIN
7	1	EXISTING PLANT	PLANT NAME	8" CAL.	TO REMAIN
8	1	EXISTING PLANT	PLANT NAME	8" CAL.	TO REMAIN
9	1	EXISTING PLANT	PLANT NAME	8" CAL.	TO REMAIN
10	1	EXISTING PLANT	PLANT NAME	8" CAL.	TO REMAIN

Retention Wall Cross Section





Section "A-A" : Typical Retention Swale/Basin

PERMIT
Note:

APR 20 2018

COPY

Retention Basin Bottom shall be at least 12" Above the Top of the Closest Foundation Spread Footer Sod for Soil Erosion
Storm Water Basin May Be Contoured to Accomodate Landscaping Needs. Any Deviations May Be Permissible As Long As the Basin Square Footage Total is 4802 Sq. Ft. or Larger and/or The Treatment Basin Volume is 2302 Cubic Feet or Larger
All Grading and site contouring will be adjusted so all storm water is directed to the retention swales/basin on site.

REVISED

APR 20 2018

Building Division

Ret. Pond Area (total):	4802 SF
Ret. Pond Volume (total):	2302 CF
Imp. Area:	5075 SF
Ret. Vol. Required:	1825 CF
Ret. Vol. Provided:	2302 CF
Lot Area:	15682 SF

Revised 4/18/18

4-18-18

NAME:

LOCATION:

Krueger

604 Harbor Ln, Destin, FL

JOB NO.:

DATE:

18-009

30-Mar-18

BASIN INPUT SUMMARY

BASIN	604 Harbor Ln
BASIN AREA (Ft2) =	15,682 SF
BASIN ACREAGE =	0.360 AC
IMPERVIOUS AREA =	5,075 SF
IMPERVIOUS ACREAGE =	0.12 AC
PERVIOUS AREA =	10,607 SF
PERVIOUS ACREAGE =	0.24 AC
IMPERVIOUS C =	0.90
PERVIOUS C =	0.20
POST DEVELOPMENT C =	0.67
INFILTRATION AREA =	4,806 SF
MEASURED PERMEABILITY =	10.00 MIN/IN
DESIGN PERMEABILITY =	10.00 MIN/IN
VELOCITY =	0.000139 FT/SEC
PERCOLATION RATE =	0.67 CFS
PRE-DEVELOP DISCH RATE =	0.43 CFS
MAX DISCH ALLOWED =	1.10 CFS

DRAINAGE SUMMARY

BASIN VOLUME PROVIDED			2,302	CF
VOLUME REQUIREMENTS				
STORM	STAGE	VOLUME		
100 YEAR	16.5	2302 CF		
50 YEAR	16.5	2302 CF		
25 YEAR	16.4	1825 CF		
10 YEAR	16.4	1825 CF		
5 YEAR	16.2	896 CF		
3 YEAR	16.2	896 CF		
2 YEAR	16.2	896 CF		
RATIONAL FORMULA			REQUIREMENT=	2302 CF
			WATER TABLE=	>1.5 FT.
			DET. POND BOTTOM=	16.0 FT.
Volume provided meets the volume required.				

PRE AND POST DEVELOPMENT C-FACTOR CALCULATIONS W/DISCHARGE RATES

C-FACTORS	PRE-DEVELOPMENT	POST DEVELOPMENT
PERVIOUS/GRASS	PERVIOUS/GRASS=	PERVIOUS/GRASS=
IMPERVIOUS	IMPERVIOUS=	IMPERVIOUS=
RET./DET. PONDS	PONDS=	PONDS=
	C-FACTOR =	C-FACTOR =
	PRE DISCH. RATE=	POST DISCH. RATE=
	0.20	5801 SF
	0.90	0 SF
	1.00	0 SF
		0.20
		0.43 CFS
		5075 SF
		4806 SF
		0.67
		0.24 CFS

100 20 2018

Division

[Signature]
4-19-18

STAGE (FEET)	AREA (SQ. FT.)	STORAGE (CU. FT.)	PERCOLATION (C.F.S.)	DT(DT(HOURS) = DT(SEC) =	0.1 360	0.2 720	0.5 1800	1.0 3600	4.0 14400	8.0 28800
				DOT DISCH	2S/DT+0 (C.F.S.)	2S/DT+0 (C.F.S.)	2S/DT+0 (C.F.S.)	2S/DT+0 (C.F.S.)	2S/DT+0 (C.F.S.)	2S/DT+0 (C.F.S.)
16	4396	0	0.00	0.000	0.000	0.000	0.000	0.000	0.000	0.000
16.1	4479	444	0.62	0.000	3.087	1.855	1.115	0.869	0.684	0.653
16.2	4562	896	0.63	0.000	5.610	3.122	1.629	1.131	0.758	0.696
16.3	4645	1356	0.65	0.000	8.179	4.412	2.152	1.399	0.834	0.739
16.4	4728	1825	0.66	0.000	10.795	5.726	2.684	1.670	0.910	0.783
16.5	4811	2302	0.67	0.000	13.455	7.061	3.225	1.946	0.987	0.827

REVISED
APR 20 2018
Building Dept.

PERMIT
APR 20 2018
COPY

Krueger
 JOB NO.: 18-009
 DATE: 30-Mar-18
 NAME: Krueger
 LOCATION: 604 Harbor Ln, Destin, FL

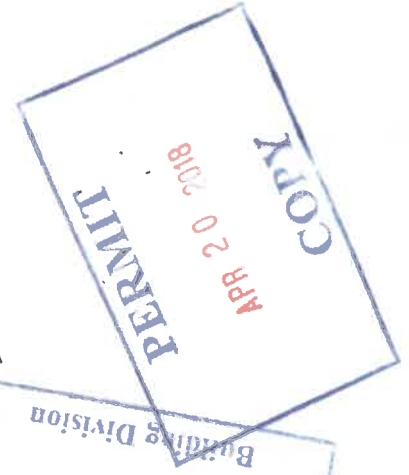
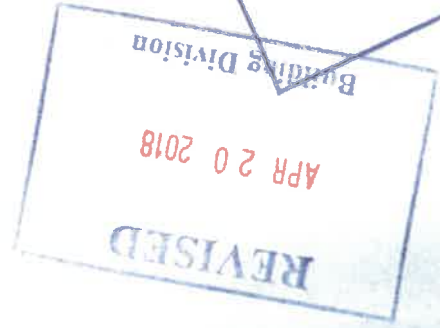
DRAINAGE CALCULATIONS

FREQUENCY = 25 YEAR (ZONE 1)

BASIN 604 Harbor Ln 0.36 ACRES
 POST-DEVELOPMENT RATIONAL COEFFICIENT = 0.87

STORM DURATION	ACCUM. RAINF. (INCHES)	MAX. STAGE (FT NGVD)	MAX. VOLUME REQUIRED (CU FT)	POST-DEV DISCH (CFS)
1 HOUR	3.68	16.40	1825	0.88
2 HOUR	4.78	16.30	1356	0.65
4 HOUR	5.00	16.10	444	0.62
8 HOUR	7.52	16.30	1356	0.65
24 HOUR	10.80	16.10	444	0.62
3 DAY	13.00	16.20	896	0.63
7 DAY	15.00	16.30	1356	0.65
10 DAY	17.00	16.20	896	0.63
CRITICAL EVENT =				
		16.40	1825	

25 YEAR/1 HOUR				18-009			
(1)		(2)	(3)	(4)	(5)	(6)	(7)
INFLOW HYDROGRAPH		INFLOW	11+12	(25DT+0)1	(25DT+0)2	STAGE	O2
TIME	IP totm	RATE	(CFS)	RATE	VOLUME	(FT NGVD)	(CFS)
(hrs)		(CFS)		(CFS)			
0.0	0.00				0.00	0.00	0.000
0.1	0.20	0.18	0.18	0.00	0.18	16.00	0.000
0.2	0.60	0.53	0.71	0.18	0.98	16.00	0.000
0.3	1.20	1.07	1.60	0.89	2.49	16.00	0.000
0.4	2.10	1.87	2.94	2.49	5.43	16.10	0.822
0.5	2.15	1.91	3.78	4.18	7.97	16.20	0.834
0.6	1.80	1.90	3.52	6.70	10.21	16.30	0.645
0.7	1.10	0.88	2.58	8.92	11.50	16.40	0.657
0.8	0.70	0.62	1.60	10.19	11.79	16.40	0.657
0.9	0.10	0.09	0.71	10.48	11.18	16.40	0.657
1.0	0.00	0.00	0.09	9.88	9.97	16.30	0.645





City of Destin
Public Services Department
4200 Indian Bayou Trail
Destin, FL 32541
Phone: 850-837-6869
www.cityofdestin.com



One Time Exemption
Residential Stormwater Retention Requirements
In Accordance with LDC, Article 10.03.02.I.2.a.

As owner of the property commonly known as the street address of
604 HARBOR LN, I the undersigned do hereby enact my one time
exemption from providing a stormwater retention plan for the property herein referenced.

I understand that my project cannot exceed 250 sf impervious area or 325 sf of pervious
paver or open wood decking construction.

I understand that enactment of this exemption shall require stormwater retention for all
future added impervious areas on this property no matter the size by myself or by any
future owners.

I understand I must meet all other requirements of LDC Article 10.03.00.

I understand that if I cause flooding to the adjacent properties or myself it will be
corrected at my own expense, and hold the City harmless.

I do so hereby agree and enact my one time exemption of stormwater retention
requirements by my signature.

R. Tim Krutson
Printed Name

[Signature]
Signature

11.6.19
Date

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 4, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager
Julio Lacayo, Interim Finance Director
Krystal Strickland, Finance Consultant

FROM: Louis Zunguze, Community Development Director

DATE: May 4, 2020

SUBJECT: Annual renewal of Contract with 3TP Ventures, Inc for Planning Consulting Services.

I. BACKGROUND: The City has a current contract with 3TP Ventures, Inc for Planning Consulting Services, which was approved by the City Council in May 2018 and further approved in May 2019.

II. DISCUSSION: This request is to extend the ongoing services provided by 3TP Ventures, Inc. The Principal agreement allows for annual renewal of contract services.

A. Link to Strategic Goals / Objectives: Goal #5: Economic Development and Revitalization

Goal #6: Effective, efficient, and aesthetically-pleasing infrastructure

B. Effect on Budget (EOB): No change in contract fees

C. Level of Service (LOS): No anticipated change in the Level of Service for planning reviews.

III. CONCLUSION: Council is requested to review and approve the extension of the 3TP Ventures, Inc. contract through May 1, 2021.

IV. RECOMMENDED MOTION: I move that Council authorize the City Manager to execute Addendum #4 (annual extension of contract) for the Professional Services Agreement with 3TP Ventures, Inc for payment of services rendered, not to exceed the yearly contractual agreed amount.

Attachments:

1. Proposed Fee Schedule 5.20.19
2. 3TP Ventures, Inc Planning Services
3. 3TP_Addendum_4
4. Signature page Addendum 4

EXHIBIT "A"

PROFESSIONAL RATES

Alan Steinbeck	President	\$90.20
Tim Whaler	Project Manager	\$81.88
Jeremy Goldstein	Project Manager/Analyst	\$86.93
Support Staff	Senior Planner	\$74.57
Support Staff	Planner/Administrative	\$65.80
PSG, Inc.		
Joce Pritchett, PE	Civil Engineer	\$151.45
Cynthia Grizzle	Environmental Planner	\$100.80
Support Staff	Senior Planner	\$96.00
Support Staff	Planner	\$67.20
Roark Engineering		
Drew Roark, PE	Traffic Engineer	\$148.75

REIMBURSABLE EXPENSES

Expense Item	Amount	Unit
Mileage	\$0.58	per mile ¹
Color copies	\$0	not charged
B/W copies	\$0	not charged
Report printing	at cost	job specific
Overnight delivery	\$30.00	per delivery
Air fare	\$325.00	estimated per trip
Rental car	\$50.00	estimated per day
Rental car fuel	at cost	for contract-related travel
Hotel	\$120.00	estimated per night
Meals	\$66.00	per diem

¹ Local mileage for day trips is not reimbursable under the contract.

**AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES TO THE
CITY OF DESTIN**

ADDENDUM #3

This **ADDENDUM** made to the Principal Agreement dated May 8, 2018 is made and entered into on this ____ day of April, 2019 between the City of Destin (hereinafter referred to as " **CITY**"), 4200 Indian Bayou Trail , Destin, Florida 32541, and 3TP Ventures, Inc. (hereinafter referred to as "**CONSULTANT** "), 2460 Sedgefield Drive, Chapel Hill, NC 27514.

RECITALS:

WHEREAS, CITY has retained the CONSULTANT to furnish professional planning services to the City; and

WHEREAS, the CONSULTANT has agreed to provide professional planning services to the CITY upon the terms and conditions of the Principal Agreement; and

WHEREAS, the Principal Agreement allows for annual adjustments to the hourly rates used by the CONSULTANT; and

WHEREAS, as a result of the aforementioned mutual understanding, the CITY desires to amend the Principal Agreement per this ADDENDUM.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in the Principal Agreement, and subject to availability of funding, the CITY agrees to retain the CONSULTANT and the CONSULTANT agrees to perform work upon the following terms and conditions:

ANNUAL ADJUSTMENT TO PROFESSIONAL RATES

The CONSULTANT will apply the hourly rates set forth in Exhibit "A", included and attached hereto, beginning May 1, 2019.

(Signature Continue on Next Page)

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum on the day and year first written above.

CONSULTANT:

CITY:

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

(Date)

(Date)

(Witness to Signature)

(Attest to Signature)

(Printed Name)

(Printed Name and Title)

**AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES
TO THE CITY OF DESTIN**

This AGREEMENT made on the 8th day of May, 2018, ("AGREEMENT") between the City of Destin, a Florida municipal corporation, (hereinafter referred to as "CITY"), located at 4200 Indian Bayou Trail, Destin, Florida 32541, and 3TP Ventures, Inc., a North Carolina corporation authorized to do business within the State of Florida (hereinafter referred to as "CONSULTANT"), located at 2460 Sedgefield Drive, Chapel Hill, North Carolina 27514.

RECITALS:

WHEREAS, the CITY desires to retain the CONSULTANT to furnish certain professional planning services presented herein in connection with the provision of municipal development order review and other planning processes; and

WHEREAS, the CONSULTANT, having examined the scope of the services required and, expressed its desire and willingness to provide such services, and presented its qualifications to the CITY in support of its expressed desires; and

WHEREAS, as a result of the aforementioned mutual understanding, the CITY desires to enter into this Agreement with the CONSULTANT; and

WHEREAS, the CONSULTANT has agreed to provide professional planning services to the CITY upon the terms and conditions hereinafter set forth; and

WHEREAS, it is intended that funds will be provided in the CITY's budget as needed to pay the costs of the services involved.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and subject to availability of funding, the CITY agrees to retain the CONSULTANT and the CONSULTANT agrees to perform all work as described herein, and upon the following terms and conditions:

ARTICLE 1 – SCOPE OF WORK

A. SERVICES

The parties agree that the CONSULTANTS's primary responsibility under this contract is to provide consulting and professional planning services in connection with the CITY's development order review process. The CONSULTANT will act as the CITY's representative for select reviews as assigned by the CITY on an as-needed basis. The CONSULTANT will organize, review, and document all assignments during the review process. The CONSULTANT will be the point of contact for each assigned application and will provide a schedule of milestones and meetings needed to complete the review steps within the required parameters of the CITY. The CONSULTANT will also prepare, document and deliver comments to applicants on the substantive nature of the reviews. The CONSULTANT will work with each applicant to identify measures to comply with the CITY's Land Development Code prior to recommending issuance by the CITY of the development order for each project. For each assigned review, the CONSULTANT will anticipate needing to schedule, attend, and document the CITY's Technical Review Team meetings. The CONSULTANT will meet as necessary with CITY staff to review progress on the services delivered under this Agreement. On a periodic basis defined by the CITY, the CONSULTANT will meet with the CITY to discuss improvements to the process used to schedule, track and document development order reviews. Services associated with the development order review process are authorized under this Agreement and do not require a negotiated Addendum to proceed.

On an as-needed basis, the CITY may assign specific planning projects and/or studies to the CONSULTANT through an Addendum to this Agreement. These include:

1. Land Development Code maintenance: including the review, study, and proposed modification of LDC sections.
2. Comprehensive Plan support: including data collection; analysis and preparation of map and text amendments to the Comprehensive Plan; preparation of Evaluation and Appraisal Reports (EAR); organizing and leading community engagement activities for Comprehensive Plan updates and amendments; conducting planning studies supporting the Comprehensive Plan.
3. Transportation planning services: conducting multimodal transportation studies; supporting the development or review of existing transportation related fees including, but not limited to, a transportation impact fee or mobility fee; review and preparation of comments on traffic studies submitted with site development applications.
4. Data collection and analysis: including providing collection, research, reporting and presentation of data and analytical findings

to support planning processes, economic and community development, grants, finance, and project/program delivery.

ARTICLE 2 – COMPENSATION

A. FEES

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONSULTANT based on one of the following as requested by the CITY:

1. Standard Hourly Rate Method - Wherein the CITY shall pay the CONSULTANT the agreed upon hourly rates, included and attached hereto as Exhibit "A", for time actually engaged on the work covered by this Agreement. The CONSULTANT will not charge the CITY for travel time up to 2.0 hours per day when engaged in work covered by this Agreement.
2. Lump Sum Method – Wherein the CITY shall pay the CONSULTANT an agreed upon amount for the provision of services and deliverables, based on the rates in Exhibit "A". Work will be authorized through Addenda to this contract.

The CONSULTANT shall not charge the CITY for scoping and negotiating services or renewal/maintenance of this contract.

The parties agree that the rates set forth in Exhibit A to this Agreement are locked in through April 30, 2019. Exhibit "A" may be updated annually to take effect on May 1 of each contract year, beginning in 2019. The updated rates will be based on reasonable adjustments relative to increases in cost of living. The CONSULTANT and CITY shall prepare an Addendum by March 31 of each contract year for the purpose of updating Exhibit "A".

B. REIMBURSABLE EXPENSES

The CONSULTANT's out-of-pocket and direct project expenses including, but not limited to, local travel and postage charges will be charged to CITY based on the schedule of reimbursable costs shown in Exhibit "A". The cost of CONSULTANT's assigned local staff traveling to and from the City will not be reimbursed by the CITY.

ARTICLE 3 – TERMS OF PAYMENT

A. MONTHLY INVOICES

The CONSULTANT shall submit invoices once each month to the CITY for the services performed and the expenses and other charges accounted for under this Agreement during the preceding month.

B. PAYMENT OF EXPENSES

Payments on account of expenses shall be made within thirty (30) days of receipt of invoice.

ARTICLE 4 – TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. STARTING AND CONDUCTING WORK

The CONSULTANT will not begin work on any of the services listed in Article 1 until authorized to proceed by the CITY via electronic communication. The CONSULTANT will assign a Project Manager to serve as the primary point of contact for the professional services performed under this Agreement and any work assigned through Addenda.

B. PERIOD OF PERFORMANCE

The period of performance ends on April 30, 2020. The CITY has the option of up to three (3) one year renewal periods after the initial period of performance. These renewals can be initiated through a letter form contract extension or as an Addendum. This Agreement will remain in effect for the period of performance of tasks assigned through an Addendum.

C. TERMINATION

The CITY or the CONSULTANT may terminate this Agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate. In the event the Agreement is terminated by the CITY for reasons unrelated to the quality of work provided by the CONSULTANT, the CITY shall forthwith pay the CONSULTANT in full for all work previously authorized and actually performed prior to the Notice of Termination. This payment shall be the sole financial obligation or responsibility of the CITY for compensation hereunder in the event of termination in accordance with the provisions of this paragraph. This

Agreement shall continue in effect until a Notice of Termination is given by either party as set forth above. Upon termination, at the CITY's request, the CONSULTANT shall turn over to the CITY all deliverables completed or partially completed up to the date of termination.

ARTICLE 5 – CITY'S RESPONSIBILITIES

A. AVAILABLE INFORMATION

Assist the CONSULTANT by placing at their disposal all pertinent available information including submittals and data relevant to the CONSULTANT's services.

B. EXAMINE WORK OF THE CONSULTANT

Examine all documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

C. COSTS

Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 6 – INSURANCE

A. CONSULTANT'S INSURANCE

The CONSULTANT shall maintain, at its own expense, during the life of the Agreement, such insurance as shall protect it and any subcontractor(s) performing work under this Agreement, from claims for damages from bodily injury, including death, or property damage, which may arise from operations under this Agreement. The CONSULTANT shall also provide the CITY with a certificate of insurance. The CONSULTANT shall furnish a Certificate of Insurance verifying the existence of any insurance coverage required by this Agreement. The Certificate will name the CITY as an additional insured and will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage. Minimum Scope and Limits of Insurance shall be as follows:

Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.

Professional Liability: \$1,000,000 limit each claim and \$2,000,000 yearly aggregate of claims.

Auto Liability: \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

Workers Compensation: Workers' Compensation Insurance as required by the State of Florida. Employer's Liability to include \$1,000,000 limit per occurrence, \$1,000,000 annual aggregate for disease and \$1,000,000 limit for disease of an individual employee.

ARTICLE 7 – REMEDIES

A. CLAIMS, COUNTERCLAIMS, DISPUTES, ETC.

All claims, counterclaims, disputes, and other matters in question between the CONSULTANT and the CITY will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

B. GOVERNING LAWS AND VENUE

The agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Venue for any disputes under this contract shall be in Okaloosa County.

ARTICLE 8 – MISCELLANEOUS

A. VALIDITY, SEVERABILITY AND REFORMATION

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. HEADINGS

The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. PUBLIC RECORDS

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK AT (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, RBAILY@CITYOFDESTIN.COM. Specifically CONSULTANT must:

i. Upon request from the City's Custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

ii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract and following completion of the contract if CONSULTANT does not transfer the records to the City.

iii. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of CONSULTANT or keep and maintain public records required by the City to perform the service. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

D. ENTIRE AGREEMENT

This Agreement, including the exhibits hereto constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, and understandings, either written or oral.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first written above.

CONSULTANT:

CITY:


(Signature)

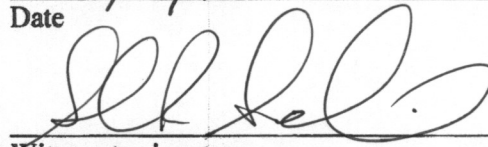

(Signature)

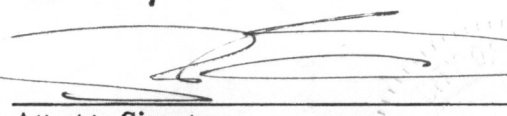
ALAN K. STEINBECK, PRESIDENT
(Printed Name and Title)

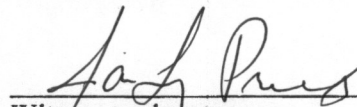
Carisse LeJeune
(Printed Name & Title)

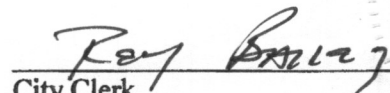
05/08/18
Date

May 8, 2018
Date


Witness to signature:


Attest to Signature:


Witness to signature:


City Clerk

SEAL



EXHIBIT "A"

PROFESSIONAL RATES

Alan Steinbeck	President	\$87.60
Tim Whaler	Project Manager	\$79.52
Support Staff	Senior Planner	\$72.42
Support Staff	Planner/Administrative	\$63.90

REIMBURSABLE EXPENSES

Expense Item	Amount	Unit
Mileage	\$0.545	per mile ¹
Color copies	\$0	not charged
B/W copies	\$0	not charged
Overnight delivery	\$30.00	per delivery
Air fare	\$325.00	estimated per trip
Rental car	\$50.00	estimated per day
Rental car fuel	at cost	for contract-related travel
Hotel	\$120.00	estimated per night
Meals	\$64.00	per diem

¹ Local mileage for day trips is not reimbursable under the contract.



3TPVE-1

OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WESTER INSURANCE AGENCY 1020 S.GARNETT STREET P.O.BOX 769 HENDERSON, NC 27536-769 W David Carver		252-438-8165		CONTACT W David Carver NAME: PHONE (A/C, No, Ext): 252-438-8165 FAX (A/C, No): 252-438-6640 E-MAIL: david@westerinsurance.com ADDRESS:	
INSURED 3TP Ventures, Inc. Alan Steinbeck 2460 Sedgefield Dr. Chapel Hill, NC 27514				INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Ins INSURER B: Hartford Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 22357	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	PPP1553011	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		PPP1553011	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	22WBCAB3AXT	03/02/2018	03/02/2019	☒ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL		PPP1553011	02/01/2018	02/01/2019	Ea. Claim \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Destin is an additional insured with respect to General Liability as required in a written contract.

CERTIFICATE HOLDER

CITYDE1

City Of Destin
Building Division
4200 Bayou Trail
Destin, FL 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES TO THE
CITY OF DESTIN**

ADDENDUM #4

This **ADDENDUM** made to the Principal Agreement dated May 8, 2018 (hereinafter referred to as "**AGREEMENT**") is made and entered into on this ____ day of April, 2020 between the City of Destin (hereinafter referred to as "**CITY**"), 4200 Indian Bayou Trail , Destin, Florida 32541, and 3TP Ventures, Inc. (hereinafter referred to as "**CONSULTANT** "), 2460 Sedgefield Drive, Chapel Hill, NC 27514.

RECITALS:

WHEREAS, CITY has retained the CONSULTANT to furnish professional planning services to the City; and

WHEREAS, the CONSULTANT has agreed to provide professional planning services to the CITY upon the terms and conditions of the Principal Agreement; and

WHEREAS, the Principal Agreement allows for one-year contract extensions after the initial term; and

WHEREAS, as a result of the aforementioned mutual understanding, the CITY desires to amend the Principal Agreement per this ADDENDUM.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in the Principal Agreement, and subject to availability of funding, the CITY agrees to retain the CONSULTANT and the CONSULTANT agrees to perform work upon the following terms and conditions:

CONTRACT EXTENSION

The AGREEMENT is hereby amended to extend the period of performance through April 30, 2021.

(Signature Continue on Next Page)

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum on the day and year first written above.

CONSULTANT:

CITY:

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

(Date)

(Date)

(Witness to Signature)

(Attest to Signature)

(Printed Name)

(Printed Name and Title)

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum on the day and year first written above.

CONSULTANT:

CITY:


(Signature)

(Signature)

ALAN K. STEINBECK, PRESIDENT
(Printed Name and Title)

(Printed Name and Title)

3/27/2020
(Date)

(Date)


(Witness to Signature)

(Attest to Signature)

Jeanne Scruggs
(Printed Name)

(Printed Name and Title)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 4, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Extensions 3 and 4 to the Amended Declaration of State of Emergency

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to authorize and direct the City Manager to execute Extensions 3 and 4 to the Amended Declaration of State of Emergency if the City Manager determines that a state of emergency still exists on May 11 and 18, respectively.

Attachments:

1. Extension No 3 - Amended Declaration of SOE
2. Extension No 4 - Amended Declaration of SOE

**EXTENSION NO. 2 – FIRST AMENDED DECLARATION OF STATE OF
EMERGENCY – NOVEL CORONAVIRUS, COVID-19
CITY OF DESTIN, FLORIDA**

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order No. 20-51 directing the Florida Department of Health to issue a Public Health Emergency, which direction was followed by the appropriate agencies; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a State of Emergency for every county in Florida for COVID-19; and

WHEREAS, on March 18, 2020, the Mayor and City Manager of the City of Destin, Florida (the “City”) jointly issued a Declaration of a State of Emergency (the “COVID-19 Declaration”) in response to COVID-19; and

WHEREAS, there is law potentially limiting the COVID-19 Declaration’s effect to a period of only seven (7) days; and

WHEREAS, the conditions continue to exist requiring the extension of the COVID-19 Declaration; and

WHEREAS, on March 25, 2020, the Mayor and City Manager jointly issued Extension Number 1 to the COVID-19 Declaration;

WHEREAS, on April 1, 2020, the COVID-19 Declaration and Extension Number 1 thereto were duly ratified and approved by the Destin City Council; and

WHEREAS, on April 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the COVID-19 Declaration; and

WHEREAS, on April 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 8, 2020; and

WHEREAS, on April 6, 2020 the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 15, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue the First Amended Declaration of State of Emergency relating to the novel coronavirus, COVID-19; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 1 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 27, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 4, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist of May 11, 2020;

NOW THEREFORE, in consideration of the recitals above, all of which are incorporated herein below by reference, the City Manager hereby extends the Amended COVID-19 Declaration, and further states:

Section 1. COVID-19 Declaration Extended.

1. The COVID-19 Declaration is hereby extended for the maximum amount of time allowed by law or until the City Council determines that a state of emergency no longer exists. However, this the state of emergency shall not exceed any Executive Order from the Governor revoking or withdrawing Executive Order 20-51 and if Executive Order 20-51 is revoked or withdrawn, then this State of Emergency shall terminate automatically and without further action by the City Manager or City Council.

DULY EXECUTED this 11th day of May, 2020.

Lance Johnson, City Manager

Date: _____

Attest:

Approved as to form and legal
sufficiency:

Rey Bailey, City Clerk

Date: _____

Kyle Bauman, City Attorney

Date: _____

**EXTENSION NO. 2 – FIRST AMENDED DECLARATION OF STATE OF
EMERGENCY – NOVEL CORONAVIRUS, COVID-19
CITY OF DESTIN, FLORIDA**

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WHEREAS, the conditions continue to exist requiring the extension of the COVID-19 Declaration; and

WHEREAS, on March 25, 2020, the Mayor and City Manager jointly issued Extension Number 1 to the COVID-19 Declaration;

WHEREAS, on April 1, 2020, the COVID-19 Declaration and Extension Number 1 thereto were duly ratified and approved by the Destin City Council; and

WHEREAS, on April 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the COVID-19 Declaration; and

WHEREAS, on April 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 8, 2020; and

WHEREAS, on April 6, 2020 the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 15, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue the First Amended Declaration of State of Emergency relating to the novel coronavirus, COVID-19; and

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WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 4, 2020; and

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NOW THEREFORE, in consideration of the recitals above, all of which are incorporated herein below by reference, the City Manager hereby extends the Amended COVID-19 Declaration, and further states:

Section 1. COVID-19 Declaration Extended.

1. The COVID-19 Declaration is hereby extended for the maximum amount of time allowed by law or until the City Council determines that a state of emergency no longer exists. However, this the state of emergency shall not exceed any Executive Order from the Governor revoking or withdrawing Executive Order 20-51 and if Executive Order 20-51 is revoked or withdrawn, then this State of Emergency shall terminate automatically and without further action by the City Manager or City Council.

DULY EXECUTED this 18th day of May, 2020.

Lance Johnson, City Manager

Date: _____

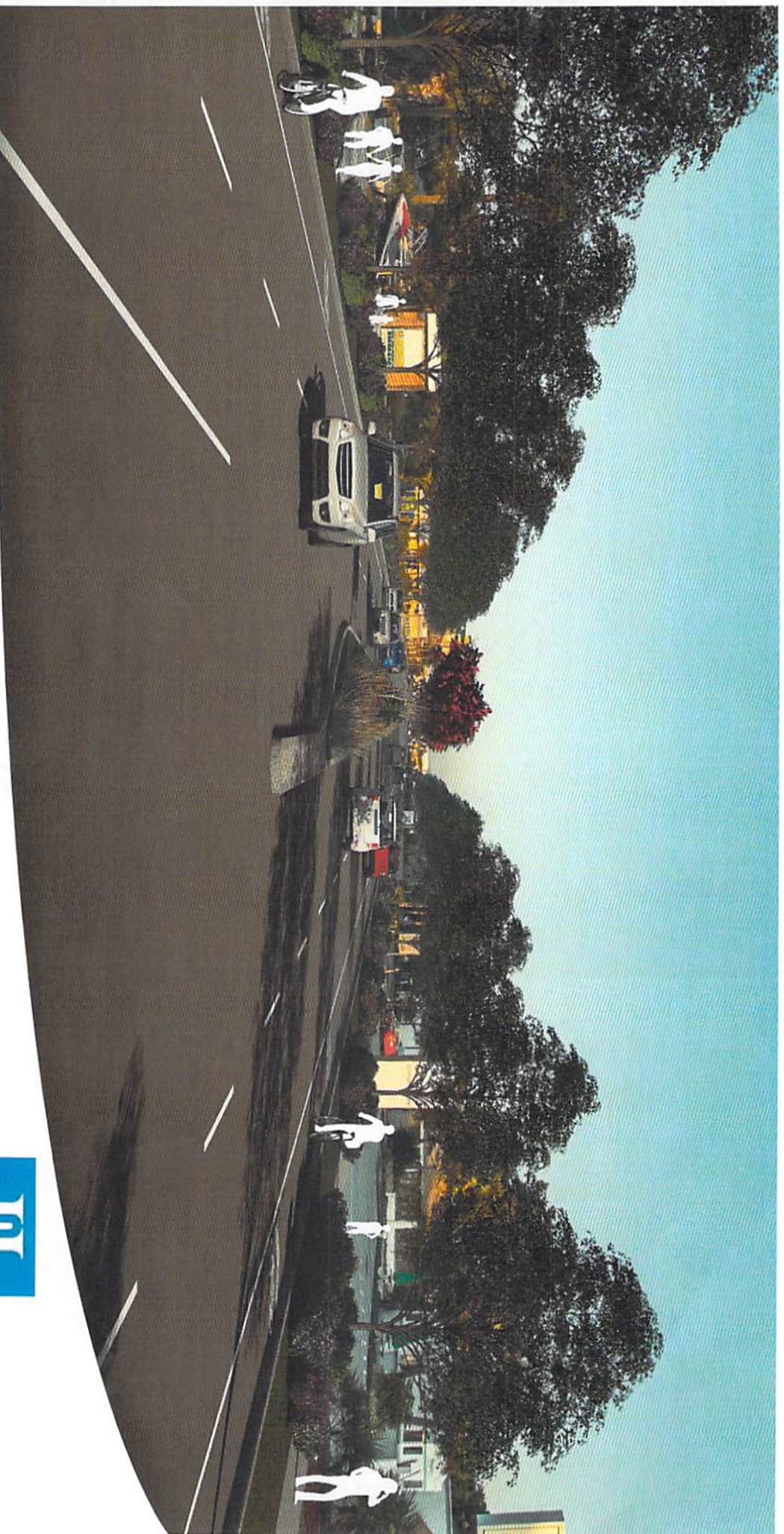
Attest:

Approved as to form and legal
sufficiency:

Rey Bailey, City Clerk
Date: _____

Kyle Bauman, City Attorney
Date: _____

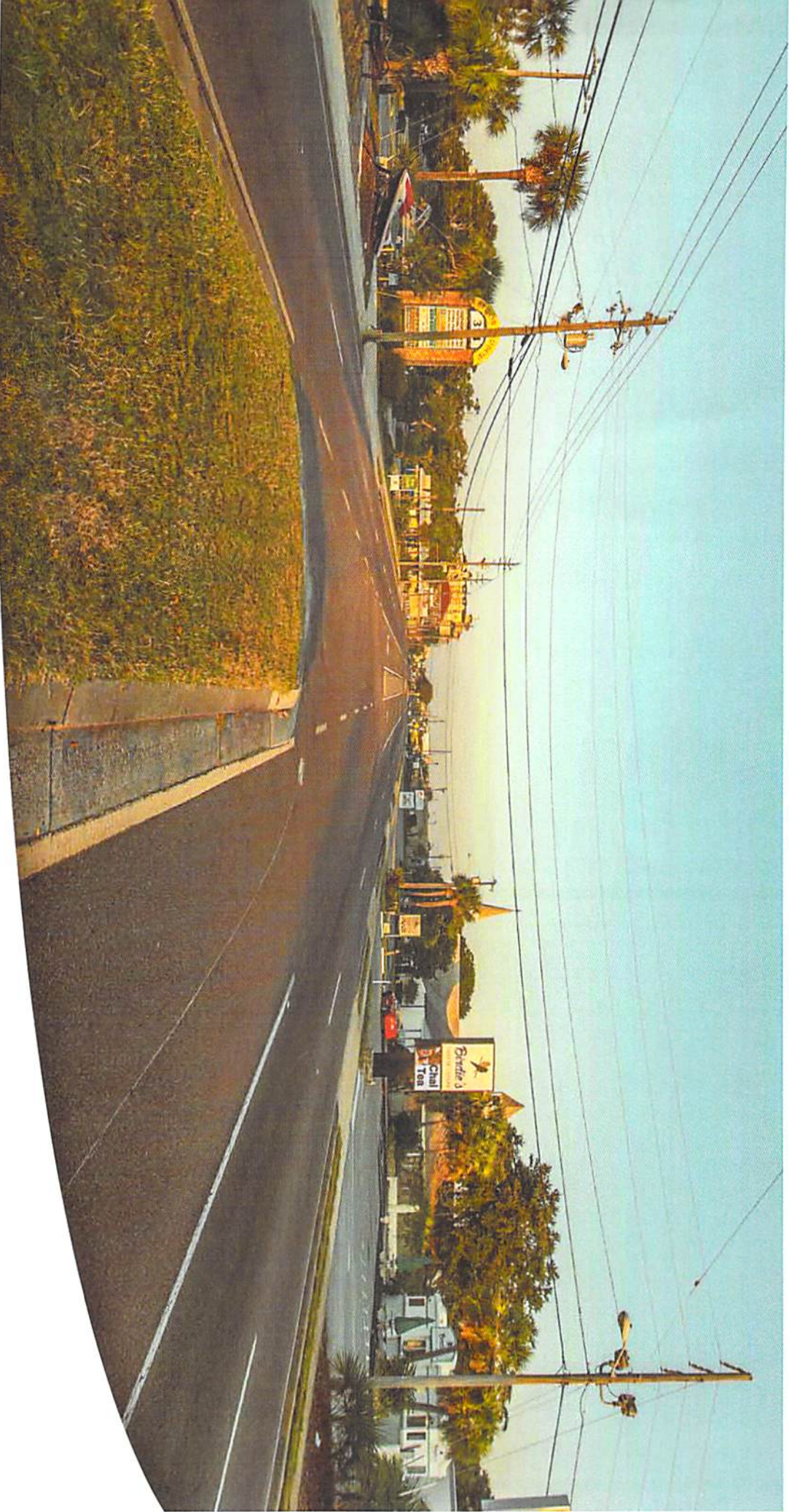
PROPOSED CONFIGURATION WITH TREES



HARBOR BLVD STREETSCAPE DESTIN FLORIDA



EXISTING STREET VIEW



HARBOR BLVD STREETSCAPE DESTIN FLORIDA

CASH ONLY IF ALL CHECKLOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Destin Fire Control District

848 Airport Road
Destin, Florida 32541
(850) 837-8413
www.destinfire.com

TRUSTMARK NATIONAL BANK
DESTIN, FL 32541
85-27/653

21757

10/31/2019

PAY TO THE
ORDER OF

City of Destin, Florida

\$ **548.21

Five Hundred Forty-Eight and 21/100*****DOLLARS

Destin Fire Control District

City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

2019-2020 Submerged land lease

⑈021757⑈ ⑈065300279⑈ ⑈710600076⑈

MEMO

Date/In Back

1

Intuit® CheckLock™ Secure Check



HOME

Receipt Inquiry - Munis [CITY of DESTIN, FL]

?

X



Browse

Query Builder



Add



Update



Delete

Global

Duplicate



Print



Text file

PDF

Preview



Excel



Word

Email

Schedule



Attach



Notes

Notify

Confirm

Search

Actions

Output

Office

Tools

Receipt Information

Year/bill 2020

Cat/type 02 MS- Multi-Bill Transfer Detail

Activity PAYMENT No Related AP Invoice

Receipt 101298 Multi Rcpt Transaction

Amount 548.21

Batch 10511

Deposit no. 110419 Clear date 11/05/2019

Source

Effective date 11/05/2019

Entry date/time 11/05/2019 11:02:04

Clerk eeliason

Department 54160 PUBLIC SER

Misc department 51215 CLERK

Source Payment Entry

Web Transaction

Customer/Property

Customer no. 0 ...

Prop ID

Tender

Paid by CID 0 ...

Paid by reference CUSTOMER

Payment method 1 - CHECK

Check number

Journal Information

Post date 12/09/2019

Year/period/journal 2020 2 11120

Cash account 01 101100

Misc desc SUBMERGED LAND LEASE-DESTIN FIRE CONTROL

Status

Batch status Released Posted Revers

Reason

Charge Allocation

GL Allocation

Line	Chg Code	Chg Description	Interest	Principal	Adjusted
1	MISC01	MISCELLANEOUS RE		548.21	



1 of 1



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Destin Fire Control District
848 Airport Road
Destin, Florida 32541
(850) 837-8413

TRUSTMARK NATIONAL BANK
DESTIN, FL 32541
85-027/653

20963

10/18/2018

PAY TO THE ORDER OF City of Destin, Florida

\$ **558.57

Five Hundred Fifty-Eight and 57/100*****

DOLLARS

Destin Fire Control District

City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

[Signature]
[Signature]

2018 Submerged Land Lease

⑈020963⑈ ⑆065300279⑆ ⑈7106000764⑈



HOME

Receipt Inquiry - Munis [CITY of DESTIN, FL]



Accept



Cancel



Search



Browse



Query Builder



Add



Update



Delete



Global



Duplicate



Print



Text file



PDF



Preview



Excel



Word



Email



Schedule



Attach



Notes



Notify

Confirm

Search

Actions

Output

Office

Tools

Receipt Information

Year/bill 2019

Cat/type 02 MS- Multi-Bill Transfer Detail

Activity PAYMENT No Related AP Invoice

Receipt 95548 Multi Rcpt Transaction

Amount 558.57

Batch 9887

Deposit no. 102518 Clear date 10/29/2018

Source

Effective date 10/26/2018

Entry date/time 10/26/2018 11:59:17

Clerk anickens

Department 51320 FINANCE

Misc department 51215 CLERK

Source Payment Entry

Web Transaction

Customer/Property

Customer no. 0 ...

Prop ID

Tender

Paid by CID 0 ...

Paid by reference CUSTOMER

Payment method 1 - CHECK

Check number

Journal Information

Post date 10/30/2018

Year/period/journal 2019 1 10236

Cash account 01 101100

Misc desc DESTIN FIRE CONTROL CK#20963

Status

Batch status Released ☐ Posted ☐ Reverse ☐

Reason

Charge Allocation

GL Allocation

Line	Chg Code	Chg Description	Interest	Principal	Adjusted
1	MISC01	MISCELLANEOUS RE		558.57	



1 of 1



CASH ONLY IF ALL CHECKLOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Destin Fire Control District
848 Airport Road
Destin, Florida 32541
(850) 837-8413

TRUSTMARK NATIONAL BANK
DESTIN, FL 32541
85-027/653

20350

1/26/2018

PAY TO THE
ORDER OF

City of Destin, Florida

\$ **495.44

Four Hundred Ninety-Five and 44/100*****

DOLLARS

Destin Fire Control District

City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

[Signature]
[Signature]

MEMO

2017 Submerged Land Lease

⑈020350⑈ ⑈065300279⑈ ⑈7106000764⑈

Details on Back

Initiated CheckLock™ Secure Check



HOME

Receipt Inquiry - Munis [CITY of DESTIN, FL]

? X

Accept Cancel Search Browse Query Builder Add Update Delete Global Duplicate Print Text file PDF Preview Word Email Schedule Attach Notes Notify

Confirm

Search

Actions

Output

Office

Tools

Receipt Information

Year/bill 2018
 Cat/type 02 MS- Multi-Bill Transfer Detail
 Activity PAYMENT No Related AP Invoice
 Receipt 91107 Multi Rcpt Transaction
 Amount 495.44
 Batch 9417
 Deposit no. 013118 Clear date 02/01/2018

Source

Effective date 02/01/2018
 Entry date/time 02/01/2018 10:41:09
 Clerk anickens
 Department 51320 FINANCE
 Misc department 51215 CLERK
 Source Payment Entry
 Web Transaction

Customer/Property

Customer no. 0 ...
 Prop ID

Tender

Paid by CID 0 ...
 Paid by reference CUSTOMER
 Payment method 1 - CHECK
 Check number

Journal Information

Post date 02/01/2018
 Year/period/journal 2018 4 1202
 Cash account 01 101100
 Misc desc DESTIN FIRE CONTROL DISTRICT CK#20350

Status

Batch status Released Posted Reverse
 Reason

Charge Allocation

GL Allocation

Line	Chg Code	Chg Description	Interest	Principal	Adjusted
1	CC04	ELECTION QUALIFYIN		495.44	



1 of 1



CASH ONLY IF ALL CHECK-LOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPIING

Destin Fire Control District
848 Airport Road
Destin, Florida 32541
(850) 837-8413

TRUSTMARK NATIONAL BANK
DESTIN, FL 32541
85-027/653

19534

2/10/2017

PAY TO THE
ORDER OF

City of Destin, Florida

\$ **519.17

Five Hundred Nineteen and 17/100*****

DOLLARS

City of Destin, Florida
4200 Indian Bayou Trail
Destin, FL 32541

Destin Fire Control District

[Signature]
[Signature]

2016/2017 Submerged Land Lease Bill

⑈019534⑈ ⑈065300279⑈ ⑈710600076⑈

Details on Back

Intuit® CheckLock™ Secure Check



HOME

Receipt Inquiry - Munis [CITY of DESTIN, FL]

Accept
 Cancel
 Search
 Browse
 Query Builder
 Add
 Update
 Delete
 Global
 Duplicate
 Print
 Text file
 PDF
 Preview
 Excel
 Word
 Email
 Schedule
 Attach
 Notes
 Notify

Confirm Search Actions Output Office Tools

Receipt Information

Year/bill: 2017
 Cat/type: 02 MS- Multi-Bill Transfer Detail
 Activity: PAYMENT No Related AP Invoice
 Receipt: 85953 Multi Rcpt Transaction
 Amount: 519.17
 Batch: 8924
 Deposit no. 021617 Clear date: 02/17/2017

Source

Effective date: 02/17/2017
 Entry date/time: 02/17/2017 11:04:29
 Clerk: anickens
 Department: 51320 FINANCE
 Misc department: 51215 CLERK
 Source: Payment Entry
 Web Transaction

Customer/Property

Customer no.: 0 ...
 Prop ID:

Tender

Paid by CID: 0 ...
 Paid by reference: CUSTOMER
 Payment method: 1 - CHECK
 Check number:

Journal Information

Post date: 02/27/2017
 Year/period/journal: 2017 5 20163
 Cash account: 01 101100
 Misc desc: DESTIN FIRE CONTROL CK#19534

Status

Batch status: Released Posted Revers
 Reason:

Charge Allocation

GL Allocation

Line	Chg Code	Chg Description	Interest	Principal	Adjusted
1	MISC02	FEDERAL WITHOLDIN		519.17	



1 of 1





City of Destin, 4200 Indian Bayou Trail, 32541

PAGE: 1 OF 1

CHECK NUMBER: 00109002

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
10/01/2019	FY19	SUBMERGED LAND LEASE	\$1,644.62

SY11840

lyerbusinessforms.com 877.749.2090

FORM # PSPBGX

G

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
4251	DESTIN FISHING FLEET INC	109002	11/07/2019	\$1,644.62



City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

PHONE
(850) 837-4242

TRUSTMARK NATIONAL BANK
85-27653

Vendor Number	Check Number	Check Date
4251	109002	11/07/2019

VOID 90 DAYS FROM DATE OF ISSUE

\$1,644.62

Pay *One Thousand Six Hundred Forty-four Dollars and 62 Cents*

To the
Order Of DESTIN FISHING FLEET INC
PO BOX 5533
DESTIN, FL 32540-0000

[Signature]
Authorized Signature MP
[Signature]
Authorized Signature MP

THIS CHECK IS PRINTED WITH A COLOR BACKGROUND. VOID PANTOGRAPH MICR-PRINTING AND AN ARTIFICIAL WATERMARK VISIBLE ON THE BACK.

⑈00109002⑈ ⑆065300279⑆ 7100026039⑈



City of Destin Submerged Land Lease Bill - 2019

Date Paid by DFF	Memo	Amount Paid	Total paid by Year	
9/1/2015	#85562 2015/2016 Annual Lease	10,902.21		
9/17/2015	#85990 2014/2015 Supplemental Bill	7,326.38	2015	\$18,228.59
8/17/2016	#90126 2016/2017 Annual Lease	13,497.43		
9/15/2016	#92050 Wetslip Supplemental Bill	7,269.85	2016	\$20,766.78
8/29/2017	#97030 2017/2018 Annual Lease	12,906.60		
10/3/2017	#97410 2017/2018 Supplemental Bill	6,911.10	2017	\$19,817.70
8/24/2018	#102335 2018/2019 Annual Lease	13,092.45		
9/14/2018	#102545 2018/2019 Supplemental Bill	9,250.17	2018	\$22,342.62
9/5/2019	#107680 2019/2020 Annual Lease	13,330.74		
9/9/2019	#107917 2019/2020 Supplemental Bill	8,597.55	2019	\$21,928.29

2015	\$18,228.59 x 3/40	\$1,367.15	Paid 5/2016
2016	\$20,766.78 x 3/40	\$1,557.51	Paid 2/2017
2017	\$19,817.70 x 3/40	\$1,486.33	Paid 2/2018
2018	\$22,342.62 x 3/40	\$1,675.70	Paid 10/2018
2019	\$21,928.29 x 3/40	\$1,644.62	

Total Due for 2019

\$1,644.62

Fy 20

11055235.544000

BR



The City of Destin

4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242 FAX (850) 837-3267

TRUSTMARK NATIONAL BANK

CHECK NO. 107389

85-27
653

VENDOR 107389 CHECK DATE CHECK AMOUNT

4251 10/26/2018 \$1,675.70
VOID AFTER 90 DAYS

PAY *****1,675 DOLLARS AND 70 CENTS

TO THE
ORDER

DESTIN FISHING FLEET INC
PO BOX 5533
DESTIN

FL 32540

[Signature]

MP

[Signature]
AUTHORIZED SIGNATURE

MP

⑈107389⑈ ⑆065300279⑆ ⑈7100026039⑈

CITY OF DESTIN DESTIN, FL 32541
107389

107389

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.	
09/30/18	093018	2018 LAND LEASE	1,675.70	093018C	VOUCHER 115770

4251 DESTIN FISHING FLEET INC

1,675.70

107389



City of Destin Submerged Land Lease Bill - 2018

Date Paid by DFF	Memo	Amount Paid	Total paid by Year	
9/1/2015	#85562 2015/2016 Annual Lease	\$10,902.21		
9/17/2015	#85990 2014/2015 Wetslip Supplemental Bill	\$7,326.38	2015	\$18,228.59
8/17/2016	#90126 2016/2017 Annual Lease	\$13,497.43		
9/15/2016	#92050 Wetslip Supplemental Bill	\$7,269.85	2016	\$20,766.78
8/29/2017	#97030 2017/2018 Annual Lease	12,906.60		
10/3/2017	#97410 2017/2018 Supplemental Bill	6,911.10	2017	\$19,817.70
8/24/2018	#102335 2018/2019 Annual Lease	13,092.45		
9/14/2018	#102545 2018/2019 Supplemental Bill	9,250.17	2018	\$22,342.62

2015	\$18,228.59 x 3/40	\$1,367.15 Paid 5/2016
2016	\$20,766.78 x 3/40	\$1,557.51 Paid 2/2017
2017	\$19,817.70 x 3/40	\$1,486.33 Paid 2/2018
2018	22,342.62 x 3/40	\$1,675.70

Total Due for 2018

\$1,675.70

11055235.544000



The City of Destin

4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242 FAX (850) 837-3267

TRUSTMARK NATIONAL BANK

CHECK NO.

106252

85-27
653

VENDOR

CHECK DATE

CHECK AMOUNT

4251 02/09/2018

\$1,486.33

VOID AFTER 90 DAYS

PAY *****1,486 DOLLARS AND 33 CENTS

TO THE
ORDER

DESTIN FISHING FLEET INC
PO BOX 5533
DESTIN

FL 32540

MP

AUTHORIZED SIGNATURE

MP

⑈ 106252 ⑈ ⑆065300279⑆ ⑈ 7100026039 ⑈

106252

CITY OF DESTIN, DESTIN, FL 32541

106252

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.	VOUCHER
02/07/18	2017	SUBMERGED LAND LEASE BILL	1,486.33	02/09/18	112207

4251 DESTIN FISHING FLEET INC

1,486.33

106252



City of Destin Submerged Land Lease Bill - 2017

Date Paid by DFF	Memo	Amount Paid	Total paid by Year	
9/1/2015	#85562 2015/2016 Annual Lease	\$10,902.21		
9/17/2015	#85990 2014/2015 Wetslip Supplemental Bill	\$7,326.38	2015	\$18,228.59
8/17/2016	#90126 2016/2017 Annual Lease	\$13,497.43		
9/15/2016	#92050 Wetslip Supplemental Bill	\$7,269.85	2016	\$20,766.78
8/29/2017	#97030 2017/2018 Annual Lease	12,906.60		
10/3/2017	#97410 2017/2018 Supplemental Bill	6,911.10	2017	\$19,817.70



2015	\$18,228.59 x 3/40	\$1,367.15 Paid 5/2016
2016	\$20,766.78 x 3/40	\$1,557.51 Paid 2/2017
2017	\$19,817.70 x 3/40	\$1,486.33

Total Due for 2017

\$1,486.33

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110 55235.5440 00

BP



The City of Destin

4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242 FAX (850) 837-3267

TRUSTMARK NATIONAL BANK

CHECK NO. **104719**85-27
653

VENDOR **104719** CHECK DATE CHECK AMOUNT

4251 02/23/2017 \$1,557.51

VOID AFTER 90 DAYS

PAY *****1,557 DOLLARS AND 51 CENTS

TO THE
ORDER

DESTIN FISHING FLEET INC
PO BOX 5533
DESTIN

FL 32540

Cruise Leanne

MP

Scott Fischer

AUTHORIZED SIGNATURE

MP

⑈104719⑈ ⑆065300279⑆ ⑆7100026039⑈

104719

CITY OF DESTIN DESTIN, FL 32541
104719

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.	VOUCHER
09/15/16	091516	2016 SUBMERGED LAND LEASE	1,557.51	02/23/17	107529

4251 DESTIN FISHING FLEET INC

1,557.51

104719



City of Destin Submerged Land Lease Bill - 2016

Date Paid by DFF	Memo	Amount Paid	Total paid by Year	
9/1/2015	#85562 2015/2016 Annual Lease	\$10,902.21		
9/17/2015	#85990 2014/2015 Wetslip Supplemental Bill	\$7,326.38		\$18,228.59
8/17/2016	#90126 2016/2017 Annual Lease	\$13,497.43		
9/15/2016	#92050 Wetslip Supplemental Bill	\$7,269.85		\$20,766.78

2015	18228.59 x 3/40	\$1,367.15 Paid
2016	20766.78 x 3/40	\$1,557.51

Total Due for 2016

\$1,557.51



11055235.544000

DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECEIPTS SECTION
POST OFFICE BOX 3070
TALLAHASSEE, FL 32315-3070



Bill To:
DESTIN FISHING FLEET, INC.
P.O. BOX 5533
DESTIN, FL 32540

INVOICE

**** INVOICE / INSTRUMENT INFORMATION ****

Invoice #:	90126	Instrument #:	462217069
Invoice Date:	08/15/2016	Expiration Date:	09/14/2018
Due Date:	09/14/2016	Extended Term Fee:	NO
Rate:	BASE RATE		
Location:	CHARTER VESSEL DOCKING		

**** IMPORTANT REMINDERS ****

If paying by mail, please return invoice with your payment to the above address.
Online payment by check, credit card or debit card is available at
<http://www.fldepportal.com/go/pay-invoices/>.

Late payments are subject to a 12% Interest fee pursuant to FAC 18-21.011(1)(b)11.

INFORMATION			ANNUAL LEASE FEE DATA				
Description	Memo	Object	Net Square Feet	Rate	Discount	Extended Term Fee	*Amount
ANNUAL LEASE FEE 2016/2017		021017	74,072	0.171906	N/A	Y	\$12,733.42
Note: PLEASE COMPLETE THE ENCLOSED INCOME REPORTING FORMS AND RETURN WITH YOUR REMITTANCE							Subtotal
							\$12,733.42
							Sales Tax (6.0%)
							\$764.01
							County Tax (0%)
							\$0.00
							Total
							\$13,497.43
							Invoice Balance Due
							\$13,497.43
							Instrument/Lease Balance Due
							\$13,497.43

ANNUAL LEASE FEE FORMULA = BASE FEE* - DISCOUNT + EXTENDED TERM FEE

*BASE FEE = Base Rate x Net Square Feet OR

*BASE FEE = Minimum Rate

DISCOUNT = Base Fee x Discount Percentage

EXTENDED TERM FEE = Base Fee x Extended Term Fee Percentage

For any questions concerning this invoice, please call the Division of State Lands at (850) 245-2555.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECEIPTS SECTION
POST OFFICE BOX 3070
TALLAHASSEE, FL 32315-3070



Bill To:

DESTIN FISHING FLEET, INC.
P.O. BOX 5533
DESTIN, FL 32540

INVOICE

**** INVOICE / INSTRUMENT INFORMATION ****

Invoice #:	92050	Instrument #:	462217069
Invoice Date:	09/15/2016	Expiration Date:	09/14/2018
Due Date:	10/15/2016	Extended Term Fee:	NO
Rate:	BASE RATE		
Location:	CHARTER VESSEL DOCKING		

**** IMPORTANT REMINDERS ****

If paying by mail, please return invoice with your payment to the above address.
Online payment by check, credit card or debit card is available at
<http://www.fldeportal.com/go/pay-invoices/>.
Late payments are subject to a 12% Interest fee pursuant to FAC 18-21.011(1)(b)11.

INFORMATION			ANNUAL LEASE FEE DATA				
Description	Memo	Object	Net Square Feet	Rate	Discount	Extended Term Fee	*Amount
2015/2016 WET SLIP SUPPLEMENTAL BILLING	\$323,311.12 X 6% = \$19,398.67 LESS 15/16 BASE FEE OF \$12,540.32 = AMOUNT DUE	021017	74,072	0	N/A	Y	\$6,858.35
Note: SUPPLEMENTAL INVOICE BASED ON REPORTED INCOME (SW)					Subtotal		\$6,858.35
					Sales Tax (6.0%)		\$411.50
					County Tax (0%)		\$0.00
					Total		\$7,269.85
					Invoice Balance Due		\$7,269.85
					Instrument/Lease Balance Due		\$7,269.85

ANNUAL LEASE FEE FORMULA = BASE FEE* - DISCOUNT + EXTENDED TERM FEE

*BASE FEE = Base Rate x Net Square Feet OR

*BASE FEE = Minimum Rate

DISCOUNT = Base Fee x Discount Percentage

EXTENDED TERM FEE = Base Fee x Extended Term Fee Percentage

For any questions concerning this invoice, please call the Division of State Lands at (850) 245-2555.

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

**AMENDMENT TO
LEASE AGREEMENT FOR RIPARIAN RIGHTS**

THIS AMENDMENT TO LEASE AGREEMENT FOR RIPARIAN RIGHTS ["Agreement"] is entered into on this 4th day of May, 2010 by and between the City of Destin ["CITY"] and Destin Fishing Fleet, Inc., a Florida Corporation, ["DESTIN FLEET"] for the purpose of amending that certain LEASE AGREEMENT FOR RIPARIAN RIGHTS entered into between Destin Fleet and the predecessor in interest to CITY.

WHEREAS, DESTIN FLEET is the owner of a parcel of land located in the City of Destin, Florida, the legal description for said parcel being Lot 7F and the east ½ of Lot 7G, Moreno Point Military Reservation, Okaloosa County, Florida, containing approximately 3.17 acres ["Parcel 1"]; and

WHEREAS, CITY is the owner of a parcel of land located in the City of Destin Florida adjoining the western boundary of Parcel 1, the legal description of said CITY parcel being the Westerly 68 feet of Lot 7G, Moreno Point Military Reservation Survey of lots in Destin, Okaloosa County, Florida, ["Parcel 2"] the immediate predecessor in title to CITY's ownership of said parcel being Millard Royal Melvin; and

WHEREAS, on or about March 25, 1993, DESTIN FLEET and Millard Royal Melvin, entered into a document entitled LEASE AGREEMENT FOR RIPARIAN RIGHTS ["Original Lease Agreement"], attached as Exhibit "A", which agreement was recorded in the official records of Okaloosa County Florida at book 1790, page 1576, and which binds and benefits parcels 1 and 2 above; and

WHEREAS, DESTIN FLEET and CITY acknowledge that they are the parties in interest to the Original Lease Agreement, CITY being the successor in interest to Millard Royal Melvin, and that DESTIN FLEET and CITY are subject to and bound by the terms of the Original Lease Agreement and any amendments thereto; and

WHEREAS, the CITY has acquired Parcel 2 for the purpose of constructing a CITY Park on the parcel, and is in need of the amendments provided herein to accommodate that Park, and

WHEREAS, DESTIN FLEET is willing to amend the terms of the Original Lease Agreement as provided herein so as to facilitate the construction of a new CITY park on Parcel 2, including establishing several park amenities upon leased submerged lands adjacent to Parcel 2 which would not be allowed under the Original Lease Agreement; and

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WHEREAS, the CITY has agreed to relinquish its right to income, use, and control of three of its six slips to the Destin Fleet, and to convert the remaining three slips from which the CITY has a right to receive income into "transient slips"; and

WHEREAS, transient slips do not require parking facilities; and

WHEREAS, the CITY is in need of removing the parking spaces that the Lease Agreement presently requires to be located on Parcel 2; and

WHEREAS, the CITY wishes to better define the specific area over which the DESTIN FLEET has a right of access across its property.

WHEREAS, CITY and DESTIN FLEET now wish to amend the terms of the Original Lease Agreement as provided herein so as to provide for the release of parking rights of DESTIN FLEET on Parcel 2; and

WHEREAS, CITY and DESTIN FLEET now wish to amend the terms of the Original Lease Agreement as provided herein so as to supplement and clarify ingress, egress and riparian rights from CITY to DESTIN FLEET upon, over and above the Southern 10' of Parcel 2; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. RECITALS. The recitals set forth in the preceding "Whereas" clauses are true and correct, and are incorporated herein and form a material part of this Agreement.

B. TERMS OF AMENDMENT.

1. The "CITY of Destin", or "CITY", as the context requires, shall be inserted where-ever "Royal Melvin" or "MELVIN", appears in the Original Lease. References in this Amendment to a specific paragraph are to the paragraphs as numbered in the Original Lease.
2. The Original Lease is ratified and confirmed, except as otherwise specifically amended by this Amendment.
3. Paragraph 5 is hereby amended by the following deletion:

MELVIN hereby assigns to the DESTIN FLEET his right to receive from the State of Florida a submerged land lease to the property South of and adjacent to Parcel 2. ~~In consideration for that, MELVIN will have use and control over the first six (6) slips on the West side of the Western~~

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~~most dock.~~ All slips will be a minimum of eighteen (18) feet in width, inside dimension.

And the following shall be inserted:

"The CITY shall have use and control over the three Northern-most slips on the West side of the Western-most dock."

4. Paragraph 6, as set forth below, is deleted entirely, and the language that follows shall be inserted.

~~MELVIN will be responsible for providing parking on Parcel 2 for the six (6) slips assigned to him. MELVIN will provide at least fifteen (15) parking spaces and the Destin Fishing Fleet, Inc. will provide an additional fifteen (15) spaces for a total of thirty (30) parking spaces. For purposes of this agreement, a "charter boat" as that term is generally used in Destin, requires approximately five (5) parking spaces. The DESTIN FLEET will determine an average maximum capacity of the boats using DESTIN FLEET slips. "Maximum Capacity" will be defined, as the maximum number of passengers which each boat is certified by the Coast Guard to carry. The average for DESTIN FLEET tenants will be determined, using 49 as the maximum number which a head boat may legally carry. The maximum total capacity of all boats using MELVIN's slips will not exceed the average maximum capacity for all the DESTIN FLEET spaces, times the number of MELVIN's spaces (six). The DESTIN FLEET will provide copies of the certifications for each tenant vessel, upon request by MELVIN. MELVIN will provide copies to the FLEET upon request. The DESTIN FLEET BOARD will re-evaluate the average when deemed necessary to protect the availability of parking in the project. That fact that either DESTIN FLEET or MELVIN permits the other to make use of its parking by guests of the other is not to be construed to create a prescriptive right or easement in favor of the other. The parking to be provided by each party will be reciprocal, for use of this project only. The DESTIN FLEET will not be responsible for providing parking under this agreement for any use other than for boat slips in this project. If the DESTIN FLEET paves its parking, MELVIN will allow the DESTIN FLEET to pave his parking, if desired by the DESTIN FLEET. If DESTIN FLEET requires specific~~

JRH
SS

~~lighting on MELVIN property, MELVIN agrees to allow the DESTIN FLEET to place lights on his property at DESTIN FLEET'S expense. Each party will be responsible for liability insurance applicable to parking on his or its property for business invitees. Each may have other enterprises on his or its property, and each will provide at least the minimum number of spaces for these activities. Each will have a reciprocal right of ingress and egress across the other's property for the purpose of exercising the parking rights given by this agreement.~~

Insert: "The CITY waives any right or claim to the three Southern-most of the first six slips on the west side of the western dock, and the CITY will have no obligation to provide parking on Parcel 2 for boat slips."

5. The following deletions shall be made in Paragraph 8:

MELVIN, or his tenants, will have the same obligation as other tenants within the DESTIN FISHING FLEET as to the following expenses:

- A. ~~Sales tax, if any, attributed to this agreement or to any boat making use of the slips reserved herein for MELVIN.~~
- B. Utility expenses for the MELVIN boat slips on a prorata basis if on same system as DESTIN FLEET. If MELVIN requests separate utilities it will be at MELVIN'S own expense.
- C. ~~Land taxes attributable to the MELVIN land (Parcel 2)~~
- D. Insurance on the slips reserved for MELVIN. (If the DESTIN FLEET provides over-all coverage for the dock, the portion attributable to MELVIN's slips shall be paid by MELVIN)
- E. Solid waste/garbage disposal fees on a prorata basis if on the same system as DESTIN FLEET. If MELVIN desires separate solid waste/garbage disposal, it will be at MELVIN'S own expense.

6. The following deletion shall be made in Paragraph 10:

In the event the proposed boardwalk is constructed across Parcel 1, MELVIN will permit the construction of the proposed boardwalk across Parcel 2. If the boardwalk is required to be built by the CITY of Destin, MELVIN will pay 1/2 the cost of construction of the boardwalk.

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7. Paragraph 11 shall be amended as follows:

~~MELVIN will continue to use his property individually, until such time as the DESTIN FISHING FLEET, INC. receives its permits and begins construction. Thereafter, MELVIN will coordinate timing of construction of the proposed dock and other facilities, and will require the slips presently located on his property to be vacated to accommodate construction. MELVIN will pay the submerged land lease fee to the State of Florida for the submerged land leases which are contiguous to and in accommodation for Parcel 2, until such time as the submerged land lease by the entire property is granted by the State of Florida. Thereafter, the submerged land lease fee to the State of Florida will be paid by the DESTIN FISHING FLEET, INC. for the entire project, including the submerged land lease applicable to and adjacent in Parcels 1 and 2.~~

And the following shall be inserted:

"Costs attributable to the operation, maintenance, submerged land lease fee, and other expenses attributable to the three (3) slips allocated to the CITY will be paid on a pro-rata basis by the CITY."

8. Paragraph 13 will be deleted entirely, as follows:

~~MELVIN will have the right to all income from the six (6) slips reserved for him on the Westernmost dock, MELVIN will be entitled to the same benefits and uses of the project, and will be entitled to receive slip rental, as if he were Lessor of six (6) slips in the facility. It is anticipated that a distinction will be made between "charter boats" and "head boats" for all tenants. The definitions of these terms may change from time to time, in the discretion of the Board of Directors of the DESTIN FISHING FLEET, INC., and as needed to accommodate the project. However, unless the parties agree to the contrary in writing, MELVIN's slips will be used for charter boats only.~~

And in its place the following shall be inserted:

"The CITY's three slips are to be held open for transient boats, the slips for which will be clearly marked by the CITY as not for overnight mooring or living aboard. The CITY's

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slips shall be operated pursuant and subject to the same standards of conduct, care, and maintenance as are applicable to other boats moored on Parcel 1.

9. Paragraph 18 is deleted in its entirety as follows:

~~This Agreement for Joint Use of Land will be effective and will bind the parties if construction commences on Parcels 1 and 2 of the project planned by the DESTIN FISHING FLEET, INC. within two (2) years from the effective date of this instrument. If construction does not commence within two (2) years from the effective date of this Agreement, this Agreement will be null and void and will not bind any of the parties in any way. Should the proposed marina facility not be constructed by DESTIN FLEET and if Parcel 1 is to be sold to another party, then this Agreement will be null and void and DESTIN FLEET will reassign and vest in MELVIN all permits and leases previously assigned under this agreement by MELVIN to DESTIN FLEET.~~

10. Paragraph 20 is deleted, as follows:

~~The DESTIN FLEET will construct the pier to minimize the time MELVIN is without a pier. DESTIN FLEET will do whatever is in its own power to do to assure that the MELVIN slips are completed within thirty (30) days from the date his existing slips are razed.~~

11. The following Paragraph 21 shall be added to the Lease:

CITY hereby grants and conveys to DESTIN FLEET, the following easements (hereinafter the "Easements") over, upon and above the South 10' of Parcel 2 (hereinafter "Easement Area")

1. A non-exclusive easement for ingress, egress, and utilities, and including riparian rights, upon, over and above the Easement Area for the purpose of allowing Grantee to construct, repair, and maintain the Marina Improvements and operate the Marina located, or to be located, by DESTIN FLEET on sovereign submerged lands pursuant to a Sovereign Submerged Land Lease between DESTIN FLEET and the Board of Trustees.

2. The easements granted hereby are for the express purpose of providing DESTIN FLEET with the

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CITY will be responsible for the safety of person's using CITY property for exercise of the rights granted by this paragraph.

Wildlife Observation Platform. CITY will be permitted to construct a wildlife observation platform on the leased submerged lands adjacent to the Parcel 2, so long as such structure is situated so as to avoid interference with charter boat operations, as approved by the DESTIN FLEET. Approval will not be unreasonably withheld.

15. The following Paragraph 25 shall be added:

New CITY Park and Harbor Boardwalk. Plans for the new CITY park provide for a boardwalk which the CITY plans to extend from the approximate location of the Harbor Walk Village eastward past Parcel 1 and Parcel 2, and other attractions and amenities common to a CITY park. CITY will use best efforts to expedite the construction of the CITY Park improvements, and to complete the boardwalk on Parcel 2. At no time shall the DESTIN FLEET be required to provide parking on Parcel 1 for activities of or guests utilizing Parcel 2. It shall be the responsibility of the CITY to provide, maintain, monitor and clean up the Destin Fleet's parking areas for all CITY activities. The CITY will provide restroom facilities on Parcel 2 to serve the CITY Park. Interim restroom facilities will be provided by the CITY on Parcel 2, at CITY expense, by adequate lease restroom facilities for any special events.

16. The following Paragraph 26 shall be added:

Sovereign Immunity. Nothing in this Agreement is intended to nor shall be construed to waive the CITY's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

All other terms and provisions of the Original Lease Agreement which were not specifically modified hereby, or which are not directly in conflict with this Agreement, shall remain unmodified and in full force and effect.

This Agreement shall be recorded in the official records of Okaloosa County, Florida and shall constitute a covenant running with the land. The terms, conditions, covenants and obligations of this Agreement shall be binding upon heirs, successors and assigns of the parties hereto.

JRH
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necessary riparian rights to the uplands and necessary rights for ingress, egress, and utilities ~~and parking~~, for the purpose of allowing DESTIN FLEET to construct, repair, and maintain the Marina Improvements and operate the Marina located or to be located by DESTIN FLEET on sovereign submerged lands pursuant to a sovereignty submerged land lease between DESTIN FLEET and the Board of Trustees.

12. The following Paragraph 22 shall be added:

The CITY will keep and maintain, during the term of this agreement, insurance for general liability, including personal injury, bodily injury, broad form property damage, and operations hazards, in the amounts kept for all other events and purposes, and will reflect the DESTIN FLEET as a certificate holder and an additional insured. The amounts of coverage will be no less than \$3,000,000 for each occurrence and \$6,000,000 in the annual aggregate.

13. The following Paragraph 23 shall be added:

The allocation by this Amendment of three additional slips by the CITY as transient slips in no way changes the status of the DESTIN FLEET Marina as a "Commercial (Working) Marina", as defined by the CITY's Land Development Code (LDC). All parties agree that any and all Working Marina benefits, now offered by the CITY to marinas with 40 commercial boats, will be afforded to DESTIN FLEET in the future as long as the DESTIN FLEET has at least 40 slips of which 3 may be transient.

14. The following Paragraph 24 shall be added:

Notwithstanding anything in this Agreement to the contrary, the following additional uses may be made in the submerged lands area adjacent to Parcel 2:

Kayak Launch. CITY will be permitted to establish a Kayak launching facility in the leased submerged lands adjacent to Parcel 2. Such facility will be situated so as to avoid interference with charter boat operations as approved by the DESTIN FLEET. Approval by the DESTIN FLEET will not be unreasonably withheld. The CITY will use its best efforts to monitor use of the facility by CITY guests for their safety. As between the CITY and the DESTIN FLEET, the

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

CITY OF DESTIN

5/5/2010
Date

By *[Signature]*
SARAH "SAM" SEEVERS, MAYOR

ATTEST:

[Signature]
REY BAILEY, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]
J. JEROME MILLER, CITY ATTORNEY

DESTIN FISHING FLEET, INC.

[Signature]
WITNESS
Melissa Windes
[Signature]
WITNESS
MARTI CARPENTER
STATE OF FLORIDA
COUNTY OF OKALOOSA

By *[Signature]*
STEVE HAEUSLER
As its: VICE-PRESIDENT

The foregoing instrument was acknowledged before me on this 4th day of May 2010, by Steve Haeusler, Vice-President, Destin Fishing Fleet, Inc., who is personally known to me ~~or~~ who produced as identification, and who did/did not take an oath.

(SEAL)



MARY ANNE WINDES
MY COMMISSION # DD 612407
EXPIRES: January 9, 2011
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC
Printed Name: Mary Anne Windes
My Commission Expires: Jan 9, 2011

CSL Cover Sheet

DM ID _____

Document Type: Current Submerged Land Leases

Instrument: ☒ Parent Lease ☐ Amendment to Lease ☐ Assignment of Lease

☐ Release ☐ Partial Release ☐ Easement ☐ Use Agreement ☐ Sublease

☐ Amendment to Sublease ☐ Assignment of Sublease ☐ Release of Sublease

☐ Partial Release of Sublease ☐ Other

Lease Number: 4622/7069

PA Number:

Document Date: 10/31/13

Submerged: X (Y) (N)

Water Body: Destin Harbor / Old Pass Lagoon

Original County: Okaloosa

Section: 00 (unsectionalized)

Township: 02 S

Range: 23 W

Total Area / Area Unit: 74,072 (A) Acreage ☒ (S) Square Feet

County Book / Page / Type: _____ / B _____ / P _____ / O _____

OR Instrument Number:

Comments:

Date Prepped 11/7/13

The information on this page was collected during the prep phase of scanning and is an aid for data entry. Please refer to the document for actual information.

This Instrument Prepared By:
Pattie J. Scott
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.: 462217069
PA NO.: _____

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 Fishing Fleet, Inc., a Florida corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section unsectionalized, Township 02 South, Range 23 West, in Old Pass Lagoon, Okaloosa County, containing 74,072 square feet, more or less, as is more particularly described and shown on Attachment A, dated September 2, 2009.

TO HAVE THE USE OF the hereinabove described premises from September 14, 2013, the effective date of this lease renewal, through September 14, 2018, 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 operate a 40-slip commercial docking facility with non-water dependent shed to be used exclusively for mooring of charter and fishing boats in conjunction with an upland marina and charter boat business, with 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 Consent Order No. 09-3680-46-DE, dated December 2, 2009, 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 \$12,079.44 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. 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.

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) 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 State of Florida Department of Environmental Protection Consent Order. 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 type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B 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 renewal, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof 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 Fishing Fleet, Inc.
210F Harbor Boulevard
Destin, Florida 32541

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. 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. 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 renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

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 renewal 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 renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the 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 Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property 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 agreement.

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; (ii) the Lessee has no unsatisfied judgments entered against it; (iii) the Lessee has satisfied all state and local taxes for which it is responsible; and (iv) no other matters are 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 CONDITIONS:**

A. Lessee agrees to retain the first one-inch of stormwater runoff.

B. Lessee shall provide docking for the City of Destin for the exclusive use of the city's Harbormaster's boat.

C. Unless authorized in writing by the Lessor, the Lessee shall not rebuild or restore the non-water dependent structures included in this lease if 50 percent or more of the area encompassed by a structure is destroyed or if use of a structure has been discontinued and 50 percent or more of the area encompassed by a structure must be replaced in order to restore the structure to a safely useable condition. In addition, the use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized in writing by the Lessor.

WITNESSES:

Michelle Brady
Original Signature

Michelle Brady
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

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

BY: Cheryl C McCall (SEAL)
Cheryl C. McCall, 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

STATE OF FLORIDA
COUNTY OF LEON

"LESSOR"

The foregoing instrument was acknowledged before me this 31st day of October, 2013, by
Cheryl C. McCall, 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. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Angela Hui 10/4/13
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires



Commission/Serial No.

WITNESSES:

Mary Anne Windes
Original Signature

Mary Anne Windes
Typed/Printed Name of Witness

Melissa Windes
Original Signature

Melissa Windes
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Ocala

Destin Fishing Fleet, Inc., a Florida corporation (SEAL)

BY: Charles K. Windes, Jr.
Original Signature of Executing Authority

Charles K. Windes, Jr.
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 17th day of October, 2013, by
Charles K. Windes, Jr. as President of Destin Fishing Fleet, Inc., a Florida corporation, for and on behalf of the corporation. He is
personally known to me or who has produced _____, as identification.

My Commission Expires: 2/14/16

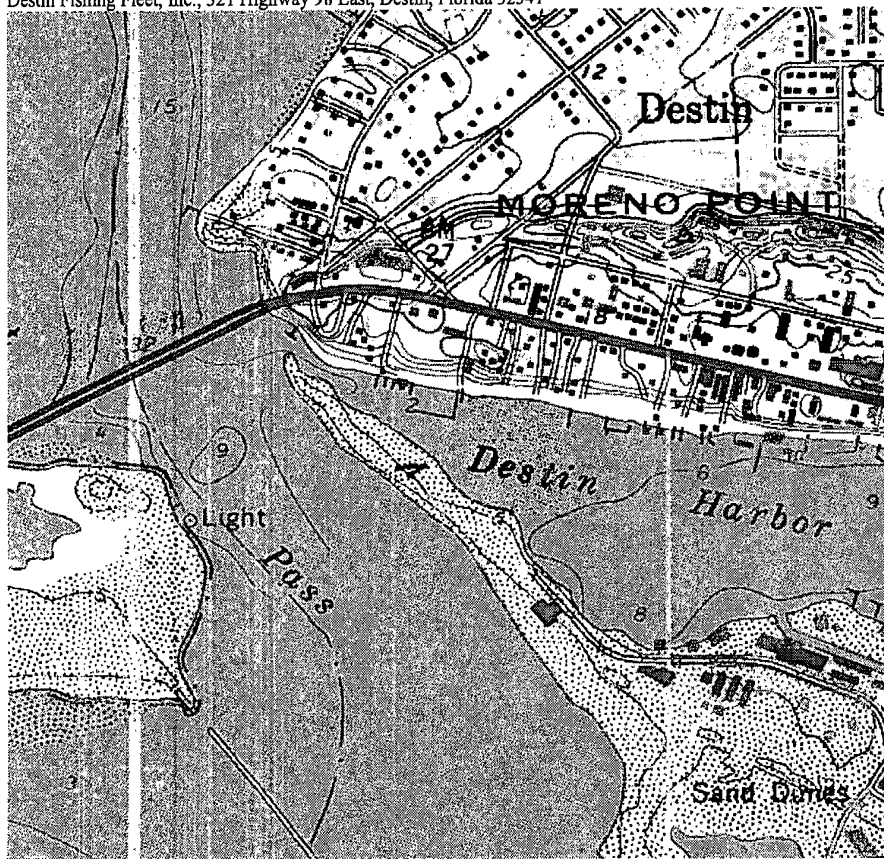
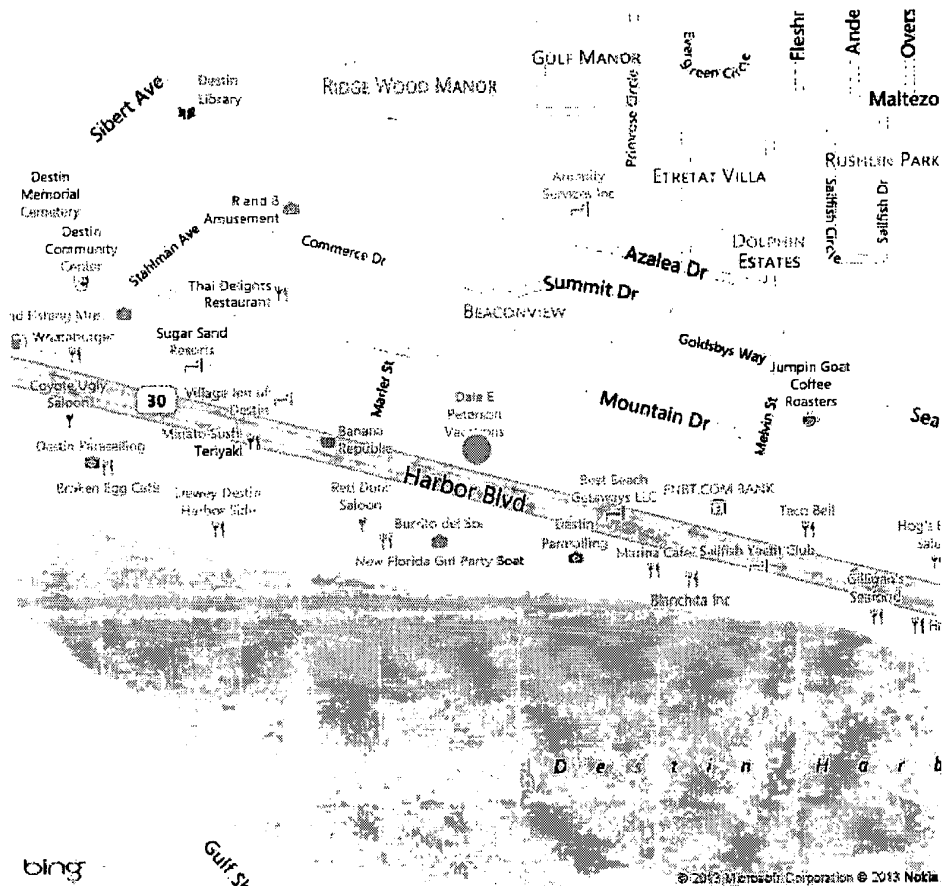
Commission/Serial No. EE169593

Jami M Jones
Signature of Notary Public

Notary Public, State of Florida

Jami M Jones
Printed, Typed or Stamped Name





Section unsectionalized, Township 02 South, Range 23 West, in Old Pass Lagoon, Quad No. 46B, dated 1970, in Fort Walton Beach, Florida

SUBMERGED LAND LEASE

LEGAL DESCRIPTION (AS FURNISHED): SURVEY

DESCRIPTION BY BASKERVILLE-DONOVAN, INC.

(A PARCEL OF SUBMERGED SOVEREIGN LANDS, DESCRIPTION AS FOLLOWS)

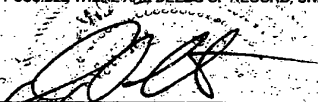
COMMENCE AT THE NORTHEAST CORNER OF LOT 7-F, MORENO POINT MILITARY RESERVATION AS RECORDED IN DEED BOOK 29, PAGE 172 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA;
THENCE PROCEED SOUTH 09 DEGREES 26 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF THE AFORESAID LOT 7-F A DISTANCE OF 479.87 FEET TO THE 1.3 FOOT CONTOUR (N.G.V.D.) OR SAFE-UPLAND LINE OF DESTIN HARBOUR PER THE DEPARTMENT OF NATURAL RESOURCES; THENCE PROCEED WESTERLY ALONG SAID 1.3 FOOT CONTOUR (N.G.V.D.) OR SAFE UPLAND LINE THE FOLLOWING BEARINGS AND DISTANCES; NORTH 59 DEGREES 22 MINUTES 44 SECONDS WEST A DISTANCE OF 13.43 FEET; SOUTH 85 DEGREES 48 MINUTES 58 SECONDS WEST A DISTANCE OF 12.84 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 85 DEGREES 48 MINUTES 58 SECONDS WEST A DISTANCE OF 1.09 FEET; NORTH 88 DEGREES 04 MINUTES 01 SECONDS WEST A DISTANCE OF 19.73 FEET; NORTH 77 DEGREES 31 MINUTES 30 SECONDS WEST A DISTANCE OF 33.06 FEET; SOUTH 88 DEGREES 35 MINUTES 16 SECONDS WEST A DISTANCE OF 34.15 FEET; SOUTH 79 DEGREES 31 MINUTES 04 SECONDS WEST A DISTANCE OF 27.84 FEET; NORTH 79 DEGREES 11 MINUTES 37 SECONDS WEST A DISTANCE OF 17.93 FEET; SOUTH 87 DEGREES 09 MINUTES 58 SECONDS WEST A DISTANCE OF 27.01 FEET; NORTH 87 DEGREES 21 MINUTES 13 SECONDS WEST A DISTANCE OF 37.11 FEET; NORTH 72 DEGREES 39 MINUTES 07 SECONDS WEST A DISTANCE OF 11.67 FEET; NORTH 60 DEGREES 36 MINUTES 30 SECONDS WEST A DISTANCE OF 11.22 FEET; NORTH 73 DEGREES 32 MINUTES 14 SECONDS WEST A DISTANCE OF 35.49 FEET; NORTH 76 DEGREES 00 MINUTES 19 SECONDS WEST A DISTANCE OF 73.08 FEET; THENCE DEPARTING THE AFORESAID 1.3 FOOT CONTOUR (N.G.V.D.) OR SAFE UPLAND LINE, PROCEED SOUTH 09 DEGREES 26 MINUTES 59 SECONDS WEST INTO THE WATERS OF DESTIN HARBOUR A DISTANCE OF 230.87 FEET; THENCE PROCEED SOUTH 80 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 324.73 FEET; THENCE PROCEED NORTH 09 DEGREES 26 MINUTES 20 SECONDS EAST A DISTANCE OF 242.05 FEET TO THE POINT OF BEGINNING; LYING IN AND BEING PART OF THE UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA AND CONTAINS 74,072 SQUARE FEET, MORE OR LESS.

SURVEY NOTES:

1. THIS MAP REPRESENTS A SUBMERGED LAND LEASE SURVEY AND IS ONLY FOR THE LANDS DESCRIBED.
2. NORTH AND THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98, HAVING AN ASSUMED BEARING OF SOUTH 75° 08' 37" EAST.
3. THIS SUBMERGED LAND LEASE SURVEY WAS PREPARED AS THE RESULT OF AN ACTUAL FIELD SURVEY, WITH A COMPLETION DATE OF 04 JUNE 2009.
4. ADDITION OR DELETIONS TO THIS SURVEY BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. RIPARIAN RIGHTS LINE SHOWN WAS TAKEN FROM ATTACHMENT A, PAGE 9 OF 13 PAGES, SSLL NO. 462217069, AS RECORDED IN INSTR # 2068020, OR BK: 2484, PG:4754, RECORDED 10/23/2003.
6. APRIL 22, 2005 MHW ESTIMATE DETERMINED PER APPROVED BSM PROCEDURE.
7. NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYING IN FLORIDA ADMINISTRATIVE CODE CHAPTER 61G17-6, PURSUANT TO FLORIDA STATUTES SECTION 472.027

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACTION OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.


David E. Smith, PSM 9/21/09
Professional Surveyor and Mapper
State of Florida LS6432

SEE SHEET 1 OF 4 FOR SKETCH. THIS SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS.

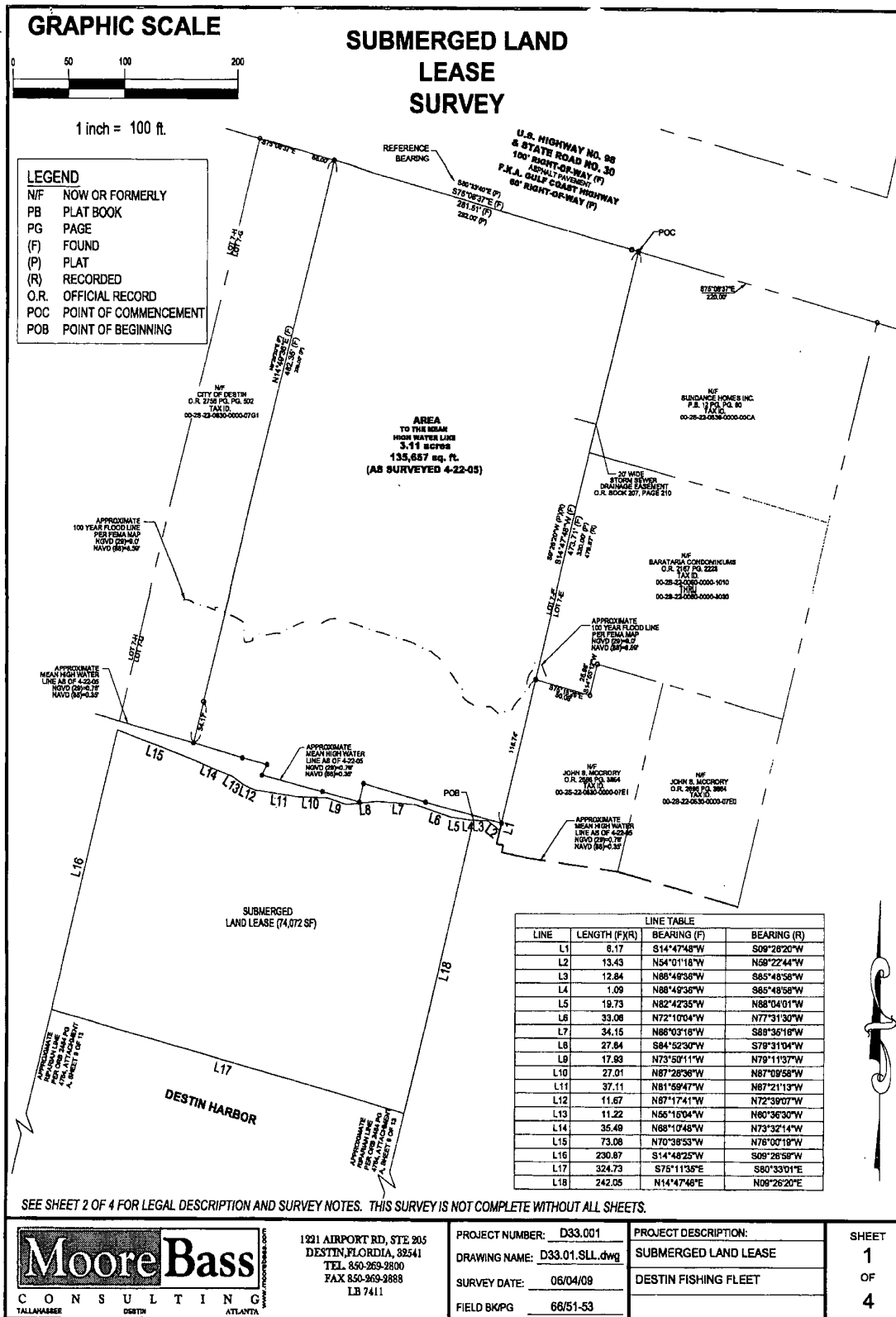


1221 AIRPORT RD, STE 205
DESTIN, FLORIDA, 32541
TEL. 850-269-2800
FAX 850-269-2888
LB 7411

PROJECT NUMBER: D33.001
DRAWING NAME: D33.01.SLL.dwg
SURVEY DATE: 06/04/09
FIELD BK/PG: 68/51-53

PROJECT DESCRIPTION:
SUBMERGED LAND LEASE
DESTIN FISHING FLEET

SHEET
2
OF
4



GRAPHIC SCALE

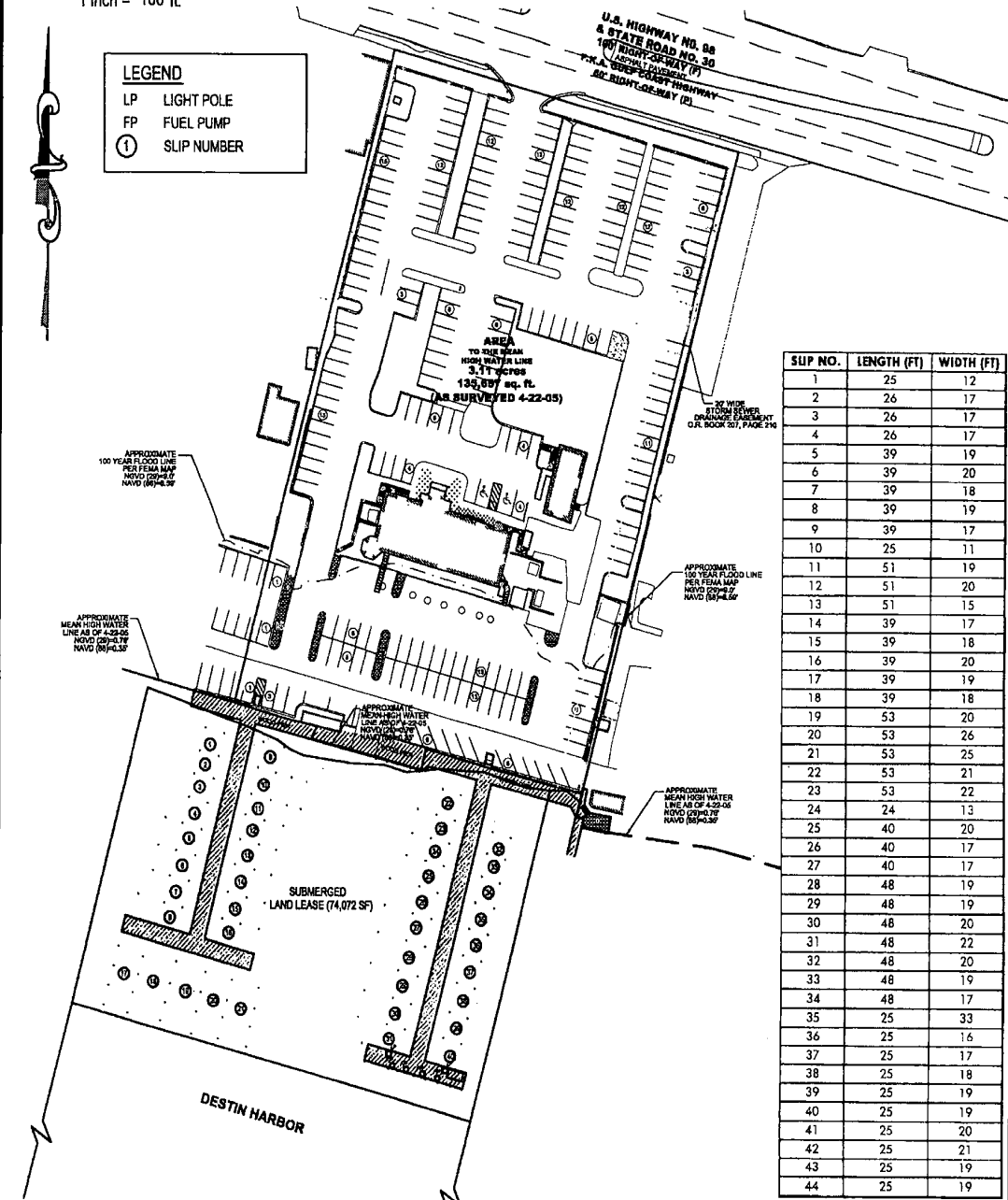


1 inch = 100 ft.

LEGEND

- LP LIGHT POLE
- FP FUEL PUMP
- ① SLIP NUMBER

SUBMERGED LAND LEASE SURVEY



SLIP NO.	LENGTH (FT)	WIDTH (FT)
1	25	12
2	26	17
3	26	17
4	26	17
5	39	19
6	39	20
7	39	18
8	39	19
9	39	17
10	25	11
11	51	19
12	51	20
13	51	15
14	39	17
15	39	18
16	39	20
17	39	19
18	39	18
19	53	20
20	53	26
21	53	25
22	53	21
23	53	22
24	24	13
25	40	20
26	40	17
27	40	17
28	48	19
29	48	19
30	48	20
31	48	22
32	48	20
33	48	19
34	48	17
35	25	33
36	25	16
37	25	17
38	25	18
39	25	19
40	25	19
41	25	20
42	25	21
43	25	19
44	25	19

SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION AND SURVEY NOTES. THIS SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS.

Moore Bass
CONSULTING
TALLAHASSEE DESTIN ATLANTA

1221 AIRPORT RD, STE 205
DESTIN, FLORIDA, 32541
TEL. 850-269-2800
FAX 850-269-2888
LB 7411

PROJECT NUMBER: D33.001
DRAWING NAME: D33.01.SLL.dwg
SURVEY DATE: 08/04/09
FIELD BKPG: 66/51-53

PROJECT DESCRIPTION:
SUBMERGED LAND LEASE
DESTIN FISHING FLEET

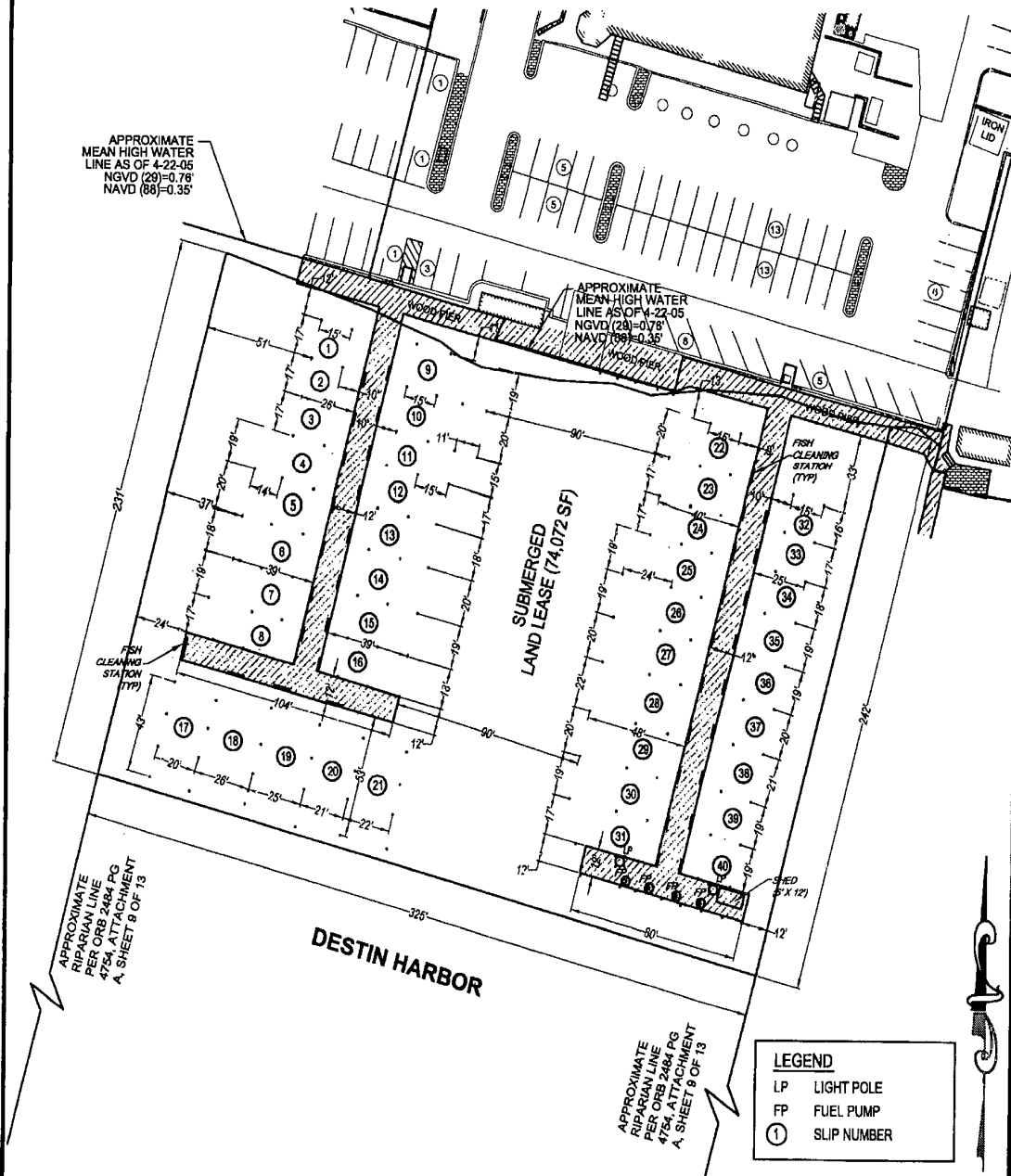
SHEET
3
OF
4

GRAPHIC SCALE



1 inch = 60 ft

SUBMERGED LAND LEASE SURVEY



SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION AND SURVEY NOTES. THIS SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS.

Moore Bass CONSULTING TALLAHASSEE DESTIN ATLANTA	1291 AIRPORT RD, STE 205 DESTIN, FLORIDA, 32541 TEL 850-269-2800 FAX 850-969-2888 LB 7411	PROJECT NUMBER: D33.001	PROJECT DESCRIPTION:	SHEET 4 OF 4
		DRAWING NAME: D33.01.SLL.dwg	SUBMERGED LAND LEASE	
		SURVEY DATE: 08/04/09	DESTIN FISHING FLEET	
		FIELD BKPG: 66/51-53		

1-27-93 FRI 15:15

P. 02

C. A. R. No. 10,510.50
Doc. No. 10,510.00
Engels Tax
TOTAL \$ 10,510.50

Tax I.D. #00-2-S-22-W-0630-0000-07F0
00-2-S-22-W-0630-0000-07G0

This instrument prepared by:
D. MICHAEL CHESSER
1201 Eglin Parkway
Shalimar, FL 32579
(904) 651-9944

** OFFICIAL RECORDS **
BK 1714 PG 698

*****[space above this line for recording information]*****

CORPORATE WARRANTY DEED

THIS WARRANTY deed is made and executed the 21st day of December, 1992, by SPENCE BROTHERS PROPERTIES, INC, a corporation existing under the laws of the STATE OF FLORIDA, and having its principal place of business at 301 Bayshore Drive, Niceville, Florida, hereinafter called the GRANTORS, to DESTIN FISHING FLEET, INC., a Florida corporation, whose address is 321 Highway 98 East, Destin, Florida 32541, hereinafter called GRANTEE:

(Whenever used herein the terms GRANTOR and GRANTEE, include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and all 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 by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in OKALOOSA COUNTY, Florida, via;

Lot 7F and East 1/2 of Lot 7G, Moreno Point Military Reservation, Okaloosa County, Florida.

SUBJECT TO: That certain easement to the Department of Transportation for drainage recorded in Deed Book 207, Page 210, of the Public Records of Okaloosa County, Florida.

TOGETHER WITH ALL the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

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

FLORIDA DOCUMENTARY STAMP TAX REQUIRED
BY LAW IN THE AMOUNT OF \$ 10,510.00 HAS
BEEN PAID. NEWMAN C. BRACKIN, CLERK
OKALOOSA COUNTY.
BY: (Signature)

**** OFFICIAL RECORDS ****
BK 1716 PG 699

AND the Grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1992.

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

**SPENCE BROTHERS
 PROPERTIES, INC.**

Signed, sealed and delivered

Linda D. Blair
 WITNESS

LINDA D. BLAIR

Print or type name

WITNESS

D. Michael Chesser

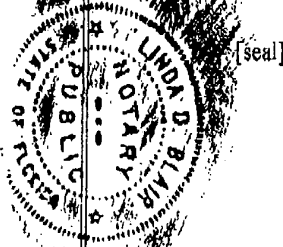
Print or type name

STATE OF FLORIDA
 COUNTY OF OKALOOSA

By Walter F. Spence
 WALTER F. SPENCE, President

[corporate seal]

The foregoing instrument was acknowledged before me this 21st day of December, 1992 by WALTER F. SPENCE, President of SPENCE BROTHERS PROPERTIES, INC. known to me or who have produced their driver's licenses as identification and who did/did not take an oath.



Linda D. Blair
 NOTARY PUBLIC
LINDA D. BLAIR
 Print or type name

My commission expires March 11, 1995

Form.Corpdeed.doc



FILE# 1233330
 OKALOOSA COUNTY, FLORIDA

RCD: DEC 21 1992 @ 12:18 PM
 NEWMAN C BRACKIN, CLERK

462217069

STATE OF FLORIDA
COUNTY OF OKALOOSA

AMENDMENT TO
LEASE AGREEMENT FOR RIPARIAN RIGHTS

THIS AMENDMENT TO LEASE AGREEMENT FOR RIPARIAN RIGHTS ["Agreement"] is entered into on this 10 day of May, 2010 by and between the City of Destin ["CITY"] and Destin Fishing Fleet, Inc., a Florida Corporation, ["DESTIN FLEET"] for the purpose of amending that certain LEASE AGREEMENT FOR RIPARIAN RIGHTS entered into between Destin Fleet and the predecessor in interest to CITY.

WHEREAS, DESTIN FLEET is the owner of a parcel of land located in the City of Destin, Florida, the legal description for said parcel being Lot 7F and the east ½ of Lot 7G, Moreno Point Military Reservation, Okaloosa County, Florida, containing approximately 3.17 acres ["Parcel 1"]; and

WHEREAS, CITY is the owner of a parcel of land located in the City of Destin Florida adjoining the western boundary of Parcel 1, the legal description of said CITY parcel being the Westerly 68 feet of Lot 7G, Moreno Point Military Reservation Survey of lots in Destin, Okaloosa County, Florida, ["Parcel 2"] the immediate predecessor in title to CITY's ownership of said parcel being Millard Royal Melvin; and

WHEREAS, on or about March 25, 1993, DESTIN FLEET and Millard Royal Melvin, entered into a document entitled LEASE AGREEMENT FOR RIPARIAN RIGHTS ["Original Lease Agreement"], attached as Exhibit "A", which agreement was recorded in the official records of Okaloosa County Florida at book 1790, page 1576, and which binds and benefits parcels 1 and 2 above; and

WHEREAS, DESTIN FLEET and CITY acknowledge that they are the parties in interest to the Original Lease Agreement, CITY being the successor in interest to Millard Royal Melvin, and that DESTIN FLEET and CITY are subject to and bound by the terms of the Original Lease Agreement and any amendments thereto; and

WHEREAS, the CITY has acquired Parcel 2 for the purpose of constructing a CITY Park on the parcel, and is in need of the amendments provided herein to accommodate that Park, and

WHEREAS, DESTIN FLEET is willing to amend the terms of the Original Lease Agreement as provided herein so as to facilitate the construction of a new CITY park on Parcel 2, including establishing several park amenities upon leased submerged lands adjacent to Parcel 2 which would not be allowed under the Original Lease Agreement; and

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Instr # 2633103 BK: 2835 PG:137, Page 1 of 9
Recorded 05/10/2010 at 02:43 PM.
RECORDING: \$42.00 RECORDING ARTICLE V: \$36.00

DEPUTY CLERK SCOPE
DAN W. HOWARD, CLERK OF CIRCUITS, OKALOOSA COUNTY, FL

WHEREAS, the CITY has agreed to relinquish its right to income, use, and control of three of its six slips to the Destin Fleet, and to convert the remaining three slips from which the CITY has a right to receive income into "transient slips"; and

WHEREAS, transient slips do not require parking facilities; and

WHEREAS, the CITY is in need of removing the parking spaces that the Lease Agreement presently requires to be located on Parcel 2; and

WHEREAS, the CITY wishes to better define the specific area over which the DESTIN FLEET has a right of access across its property.

WHEREAS, CITY and DESTIN FLEET now wish to amend the terms of the Original Lease Agreement as provided herein so as to provide for the release of parking rights of DESTIN FLEET on Parcel 2; and

WHEREAS, CITY and DESTIN FLEET now wish to amend the terms of the Original Lease Agreement as provided herein so as to supplement and clarify ingress, egress and riparian rights from CITY to DESTIN FLEET upon, over and above the Southern 10' of Parcel 2; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. RECITALS. The recitals set forth in the preceding "Whereas" clauses are true and correct, and are incorporated herein and form a material part of this Agreement.

B. TERMS OF AMENDMENT.

1. The "CITY of Destin", or "CITY", as the context requires, shall be inserted where-ever "Royal Melvin" or "MELVIN", appears in the Original Lease. References in this Amendment to a specific paragraph are to the paragraphs as numbered in the Original Lease.
2. The Original Lease is ratified and confirmed, except as otherwise specifically amended by this Amendment.
3. Paragraph 5 is hereby amended by the following deletion:

MELVIN hereby assigns to the DESTIN FLEET his right to receive from the State of Florida a submerged land lease to the property South of and adjacent to Parcel 2. In consideration for that, MELVIN will have use and control over the first six (6) slips on the West side of the Western

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~~most dock.~~ All slips will be a minimum of eighteen (18) feet in width, inside dimension.

And the following shall be inserted:

"The CITY shall have use and control over the three Northern-most slips on the West side of the Western-most dock."

4. Paragraph 6, as set forth below, is deleted entirely, and the language that follows shall be inserted.

~~MELVIN will be responsible for providing parking on Parcel 2 for the six (6) slips assigned to him. MELVIN will provide at least fifteen (15) parking spaces and the Destin Fishing Fleet, Inc. will provide an additional fifteen (15) spaces for a total of thirty (30) parking spaces. For purposes of this agreement, a "charter boat" as that term is generally used in Destin, requires approximately five (5) parking spaces. The DESTIN FLEET will determine an average maximum capacity of the boats using DESTIN FLEET slips. "Maximum Capacity" will be defined, as the maximum number of passengers which each boat is certified by the Coast Guard to carry. The average for DESTIN FLEET tenants will be determined, using 49 as the maximum number which a head boat may legally carry. The maximum total capacity of all boats using MELVIN's slips will not exceed the average maximum capacity for all the DESTIN FLEET spaces, times the number of MELVIN's spaces (six). The DESTIN FLEET will provide copies of the certifications for each tenant vessel, upon request by MELVIN. MELVIN will provide copies to the FLEET upon request. The DESTIN FLEET BOARD will re-evaluate the average when deemed necessary to protect the availability of parking in the project. That fact that either DESTIN FLEET or MELVIN permits the other to make use of its parking by guests of the other is not to be construed to create a prescriptive right or easement in favor of the other. The parking to be provided by each party will be reciprocal, for use of this project only. The DESTIN FLEET will not be responsible for providing parking under this agreement for any use other than for boat slips in this project. If the DESTIN FLEET paves its parking, MELVIN will allow the DESTIN FLEET to pave his parking, if desired by the DESTIN FLEET. If DESTIN FLEET requires specific~~

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~~lighting on MELVIN property, MELVIN agrees to allow the DESTIN FLEET to place lights on his property at DESTIN FLEET'S expense. Each party will be responsible for liability insurance applicable to parking on his or its property for business invitees. Each may have other enterprises on his or its property, and each will provide at least the minimum number of spaces for these activities. Each will have a reciprocal right of ingress and egress across the other's property for the purpose of exercising the parking rights given by this agreement.~~

Insert: "The CITY waives any right or claim to the three Southern-most of the first six slips on the west side of the western dock, and the CITY will have no obligation to provide parking on Parcel 2 for boat slips.

5. The following deletions shall be made in Paragraph 8:

MELVIN, or his tenants, will have the same obligation as other tenants within the DESTIN FISHING FLEET as to the following expenses:

- A. ~~Sales tax, if any, attributed to this agreement or to any boat making use of the slips reserved herein for MELVIN.~~
- B. Utility expenses for the MELVIN boat slips on a prorata basis if on same system as DESTIN FLEET. If MELVIN requests separate utilities it will be at MELVIN'S own expense.
- C. ~~Land taxes attributable to the MELVIN land (Parcel 2)~~
- D. Insurance on the slips reserved for MELVIN. (If the DESTIN FLEET provides over-all coverage for the dock, the portion attributable to MELVIN's slips shall be paid by MELVIN)
- E. Solid waste/garbage disposal fees on a prorata basis if on the same system as DESTIN FLEET. If MELVIN desires separate solid waste/garbage disposal, it will be at MELVIN'S own expense.

6. The following deletion shall be made in Paragraph 10:

In the event the proposed boardwalk is constructed across Parcel 1, MELVIN will permit the construction of the proposed boardwalk across Parcel 2. If the boardwalk is required to be built by the CITY of Destin, MELVIN will pay $\frac{1}{2}$ the cost of construction of the boardwalk.

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7. Paragraph 11 shall be amended as follows:

~~MELVIN will continue to use his property individually, until such time as the DESTIN FISHING FLEET, INC. receives its permits and begins construction. Thereafter, MELVIN will coordinate timing of construction of the proposed dock and other facilities, and will require the slips presently located on his property to be vacated to accommodate construction. MELVIN will pay the submerged land lease fee to the State of Florida for the submerged land leases which are contiguous to and in accommodation for Parcel 2, until such time as the submerged land lease by the entire property is granted by the State of Florida. Thereafter, the submerged land lease fee to the State of Florida will be paid by the DESTIN FISHING FLEET, INC. for the entire project, including the submerged land lease applicable to and adjacent in Parcels 1 and 2.~~

And the following shall be inserted:

"Costs attributable to the operation, maintenance, submerged land lease fee, and other expenses attributable to the three (3) slips allocated to the CITY will be paid on a pro-rata basis by the CITY."

8. Paragraph 13 will be deleted entirely, as follows:

~~MELVIN will have the right to all income from the six (6) slips reserved for him on the Westernmost dock, MELVIN will be entitled to the same benefits and uses of the project, and will be entitled to receive slip rental, as if he were Lessor of six (6) slips in the facility. It is anticipated that a distinction will be made between "charter boats" and "head boats" for all tenants. The definitions of these terms may change from time to time, in the discretion of the Board of Directors of the DESTIN FISHING FLEET, INC., and as needed to accommodate the project. However, unless the parties agree to the contrary in writing, MELVIN's slips will be used for charter boats only.~~

And in its place the following shall be inserted:

"The CITY's three slips are to be held open for transient boats, the slips for which will be clearly marked by the CITY as not for overnight mooring or living aboard. The CITY's

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slips shall be operated pursuant and subject to the same standards of conduct, care, and maintenance as are applicable to other boats moored on Parcel 1.

9. Paragraph 18 is deleted in its entirety as follows:

~~This Agreement for Joint Use of Land will be effective and will bind the parties if construction commences on Parcels 1 and 2 of the project planned by the DESTIN FISHING FLEET, INC. within two (2) years from the effective date of this instrument. If construction does not commence within two (2) years from the effective date of this Agreement, this Agreement will be null and void and will not bind any of the parties in any way. Should the proposed marina facility not be constructed by DESTIN FLEET and if Parcel 1 is to be sold to another party, then this Agreement will be null and void and DESTIN FLEET will reassign and vest in MELVIN all permits and leases previously assigned under this agreement by MELVIN to DESTIN FLEET.~~

10. Paragraph 20 is deleted, as follows:

~~The DESTIN FLEET will construct the pier to minimize the time MELVIN is without a pier. DESTIN FLEET will do whatever is in its own power to do to assure that the MELVIN slips are completed within thirty (30) days from the date his existing slips are razed.~~

11. The following Paragraph 21 shall be added to the Lease:

CITY hereby grants and conveys to DESTIN FLEET, the following easements (hereinafter the "Easements") over, upon and above the South 10' of Parcel 2 (hereinafter "Easement Area")

1. A non-exclusive easement for ingress, egress, and utilities, and including riparian rights, upon, over and above the Easement Area for the purpose of allowing Grantee to construct, repair, and maintain the Marina Improvements and operate the Marina located, or to be located, by DESTIN FLEET on sovereign submerged lands pursuant to a Sovereign Submerged Land Lease between DESTIN FLEET and the Board of Trustees.

2. The easements granted hereby are for the express purpose of providing DESTIN FLEET with the

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necessary riparian rights to the uplands and necessary rights for ingress, egress, and utilities and parking, for the purpose of allowing DESTIN FLEET to construct, repair, and maintain the Marina Improvements and operate the Marina located or to be located by DESTIN FLEET on sovereign submerged lands pursuant to a sovereignty submerged land lease between DESTIN FLEET and the Board of Trustees.

12. The following Paragraph 22 shall be added:

The CITY will keep and maintain, during the term of this agreement, insurance for general liability, including personal injury, bodily injury, broad form property damage, and operations hazards, in the amounts kept for all other events and purposes, and will reflect the DESTIN FLEET as a certificate holder and an additional insured. The amounts of coverage will be no less than \$3,000,000 for each occurrence and \$6,000,000 in the annual aggregate.

13. The following Paragraph 23 shall be added:

The allocation by this Amendment of three additional slips by the CITY as transient slips in no way changes the status of the DESTIN FLEET Marina as a "Commercial (Working) Marina", as defined by the CITY's Land Development Code (LDC). All parties agree that any and all Working Marina benefits, now offered by the CITY to marinas with 40 commercial boats, will be afforded to DESTIN FLEET in the future as long as the DESTIN FLEET has at least 40 slips of which 3 may be transient.

14. The following Paragraph 24 shall be added:

Notwithstanding anything in this Agreement to the contrary, the following additional uses may be made in the submerged lands area adjacent to Parcel 2:

Kayak Launch. CITY will be permitted to establish a Kayak launching facility in the leased submerged lands adjacent to Parcel 2. Such facility will be situated so as to avoid interference with charter boat operations as approved by the DESTIN FLEET. Approval by the DESTIN FLEET will not be unreasonably withheld. The CITY will use its best efforts to monitor use of the facility by CITY guests for their safety. As between the CITY and the DESTIN FLEET, the

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CITY will be responsible for the safety of person's using CITY property for exercise of the rights granted by this paragraph.

Wildlife Observation Platform. CITY will be permitted to construct a wildlife observation platform on the leased submerged lands adjacent to the Parcel 2, so long as such structure is situated so as to avoid interference with charter boat operations, as approved by the DESTIN FLEET. Approval will not be unreasonably withheld.

15. The following Paragraph 25 shall be added:

New CITY Park and Harbor Boardwalk. Plans for the new CITY park provide for a boardwalk which the CITY plans to extend from the approximate location of the Harbor Walk Village eastward past Parcel 1 and Parcel 2, and other attractions and amenities common to a CITY park. CITY will use best efforts to expedite the construction of the CITY Park improvements, and to complete the boardwalk on Parcel 2. At no time shall the DESTIN FLEET be required to provide parking on Parcel 1 for activities of or guests utilizing Parcel 2. It shall be the responsibility of the CITY to provide, maintain, monitor and clean up the Destin Fleet's parking areas for all CITY activities. The CITY will provide restroom facilities on Parcel 2 to serve the CITY Park. Interim restroom facilities will be provided by the CITY on Parcel 2, at CITY expense, by adequate lease restroom facilities for any special events.

16. The following Paragraph 26 shall be added:

Sovereign Immunity. Nothing in this Agreement is intended to nor shall be construed to waive the CITY's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

All other terms and provisions of the Original Lease Agreement which were not specifically modified hereby, or which are not directly in conflict with this Agreement, shall remain unmodified and in full force and effect.

This Agreement shall be recorded in the official records of Okaloosa County, Florida and shall constitute a covenant running with the land. The terms, conditions, covenants and obligations of this Agreement shall be binding upon heirs, successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

CITY OF DESTIN

Date 5/5/2010

By *[Signature]*
SARAH "SAM" SEEVERS, MAYOR

ATTEST:

[Signature]
REY BAILEY, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]
J. JEROME MILLER, CITY ATTORNEY

DESTIN FISHING FLEET, INC.

[Signature]
WITNESS
Melissa Windes
[Signature]
WITNESS
MARTI CARPENTER
STATE OF FLORIDA
COUNTY OF OKALOOSA

By *[Signature]*
STEVE HAEUSLER
As its: VICE-PRESIDENT

The foregoing instrument was acknowledged before me on this 4th day of May 2010, by Steve Haesler, Vice-President,
Destin Fishing Fleet, Inc., who is personally known to me or who produced
as identification, and who did/did not take an oath.

(SEAL)



[Signature]
NOTARY PUBLIC
Printed Name: Mary Anne Windes
My Commission Expires: Jan 9, 2011

H.A.

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STATE OF FLORIDA
COUNTY OF OKALOOSA

** OFFICIAL RECORDS **
BK 1790 PG 1576

LEASE AGREEMENT FOR RIPARIAN RIGHTS

This is an Agreement for use of submerged land by which the parties will make use of adjacent land and riparian rights. The parties to this Agreement are the DESTIN FISHING FLEET, INC. [DESTIN FLEET], owner of Parcel 1 as described below, and MILLARD ROYAL MELVIN [MELVIN], owner of Parcel 2 as described below.

The DESTIN FLEET owns a parcel of approximately 3.17 acres, on which it has designed and plans to build a marina, including parking facilities, boat slips, docks, fuel storage facilities, and possibly a restaurant or other commercial facilities. MELVIN owns a parcel adjacent to the DESTIN FLEET land. The submerged land south of MELVIN's parcel has been integrated into the land design and permit application for construction of the DESTIN FLEET docking facility. If a permit is granted for construction of the pier on Parcel 1 as submitted, the submerged land adjacent to MELVIN's harbor-front land will be included in the plan. The cost of construction of the pier and other improvements and permits on Parcels 1 and 2 will be totally the expense of the Destin Fleet. A copy of the conceptual plan, showing generally the location and relationship of the parcels, is attached hereto.

CONSIDERING THE FOREGOING, and for the mutual benefit of the parking described herein, the parties agree as follows:

1. The DESTIN FISHING FLEET, INC. is a Florida corporation incorporated and authorized to do business in Florida. The DESTIN FISHING FLEET, INC., called in this agreement the "DESTIN FLEET", is the owner of Parcel 1, a legal description of which is as follows:

Lot 7F and the East 1/2 of Lot 7G, Moreno Point Military
Reservation, Okaloosa County, Florida.

2. MILLARD ROYAL MELVIN resides at 206 Highway 98 East, Destin, Florida 32541, and is the fee-simple owner, of Parcel 2, described herein as follows:

The Westerly 68 Feet of Lot 7-G, Moreno Point Military Reservation
Survey of Lots in Destin, Okaloosa County, Florida.

3. Parcel 1 has been master planned into the DESTIN FISHING FLEET docking facility which is to comprise forty-one (41) boat spaces, shown on the land plan. The Parcel 1 upland property will contain parking spaces, commercial locations, support facilities for fuel pumps, lines, and tanks, and such office and restroom facilities as are needed to serve the project, and may contain other activities or structures as from time to time may be in the best interest of the project, as determined by the DESTIN FISHING FLEET, INC. Board of Directors. The plans for the MELVIN parcel may be altered to provide additional access to MELVIN'S water-front parking. Otherwise, the plans are not to be changed without MELVIN'S written consent.

4. The DESTIN FLEET has made use of the submerged land South of and adjacent to Parcel 2, in designing its project. MELVIN has permitted his land to be included in the development plans for purpose of issuance of permits and for the State of Florida submerged land lease, in consideration for the use by MELVIN of the rights described herein. The Destin Fleet will, pursuant to this agreement, have use of the submerged land south of and adjacent to Melvin's upland property. If the State of Florida submerged land lease is issued to Melvin, he will immediately assign it, at the cost of the Destin Fleet, to the Destin Fleet.

5. MELVIN hereby assigns to the DESTIN FLEET his right to receive from the State of Florida a submerged land lease to the property South of and adjacent to Parcel 2. In consideration for that, MELVIN will have use and control over the first six (6) slips on the West side of the Western most dock. All slips will be a minimum of eighteen (18) feet in width, inside dimension.

6. MELVIN will be responsible for providing parking on Parcel 2 for the six (6) slips assigned to him. MELVIN will provide at least fifteen (15) parking spaces and the Destin Fishing Fleet, Inc. will provide an additional fifteen (15) spaces for a total of thirty (30) parking spaces. For purposes of this agreement, a "charter boat" as that term is generally used in Destin, requires approximately five (5) parking spaces. The DESTIN FLEET will determine an average maximum capacity of the boats using DESTIN FLEET slips. "Maximum Capacity" will be defined as the maximum number of passengers which each boat is certified by the Coast Guard to carry. The average for DESTIN FLEET tenants will be determined, using 49 as the maximum number which a head boat may legally carry. The maximum total capacity of all boats using MELVIN's slips will not exceed the average maximum capacity for all the DESTIN FLEET spaces, times the number of MELVIN's spaces (six). The DESTIN FLEET will provide copies of the certifications for each tenant vessel, upon request by MELVIN. MELVIN will provide copies to the FLEET upon request. The DESTIN FLEET BOARD will re-evaluate the average when deemed necessary to protect the availability of parking in the project. That fact that either DESTIN FLEET or MELVIN permits the other to make use of its parking by guests of the other is not to be construed to create a prescriptive right or easement in favor of the other. The parking to be provided by each party will be reciprocal, for use of this project only. The DESTIN FLEET will not be responsible for providing parking under this agreement for any use other than for boat slips in this project. If the DESTIN FLEET paves its parking, MELVIN will allow the DESTIN FLEET to pave his parking, if desired by the DESTIN FLEET. If DESTIN FLEET requires specific lighting on MELVIN property, MELVIN agrees to allow the DESTIN FLEET to place lights on his property at DESTIN FLEET's expense. Each party will be responsible for liability insurance applicable to parking on his or its property for business invitees. Each may have other enterprises on his or its property, and each will provide at least the minimum number of spaces for those activities. Each will have a reciprocal right of ingress and

egress across the other's property for the purpose of exercising the parking rights given by this agreement.

7. The DESTIN FLEET will be responsible for construction costs of the dock and all associated improvements.

8. MELVIN, or his tenants, will have the same obligation as other tenants within the DESTIN FISHING FLEET as to the following expenses:

A. Sales tax, if any, attributed to this agreement or to any boat making use of the slips reserved herein for MELVIN.

B. Utility expenses for the MELVIN boat slips on a prorata basis if on same system as DESTIN FLEET. If MELVIN requests separate utilities, it will be at MELVIN'S own expense.

C. Land taxes attributable to the MELVIN land (Parcel 2).

D. Insurance on the slips reserved for MELVIN. (If the DESTIN FLEET provides over-all coverage for the dock, the portion attributable to MELVIN's slips shall be paid by MELVIN)

E. Solid waste/garbage disposal fees on a prorata basis if on the same system as DESTIN FLEET. If MELVIN desires separate solid waste/garbage disposal, it will be at MELVIN'S own expense.

9. The DESTIN FLEET shall have the first right of refusal for any bona fide offer received by MELVIN for purchase of Parcel 2. The DESTIN FLEET shall have that right of refusal for a period of fifteen (15) days after receipt by the DESTIN FLEET of a written copy of the offer, at the address herein, by Certified Mail. This first right of refusal to purchase Parcel 2 is personal to the Destin Fleet. If Parcel 1 is sold, a successor to the Destin Fleet will have no right to exercise the first right of refusal. Melvin's right to income from the Melvin slips will survive the sale of Parcel 1, and will benefit Melvin personally, or his appointee.

NAME AND ADDRESS for Notices to DESTIN FLEET:

NAME AND ADDRESS for Notices to MELVIN:

10. In the event the proposed boardwalk is constructed across Parcel 1, MELVIN will permit the construction of the proposed boardwalk across Parcel 2. If the boardwalk is required to be built by the City of Destin, MELVIN will pay 1/2 the cost of construction of the boardwalk.

11. MELVIN will continue to use his property individually, until such time as the DESTIN FISHING FLEET, INC. receives its permits and begins construction. Thereafter, MELVIN will coordinate timing of construction of the proposed dock and other facilities, and will require the slips presently located on his property to be vacated to accommodate construction. MELVIN will pay the submerged land lease fee to the State of Florida for the submerged land leases which are contiguous to and in accommodation for Parcel 2, until such time as the submerged land lease by the entire property is granted by the State of Florida. Thereafter, the submerged land lease fee to the State of Florida will be paid by the DESTIN FISHING FLEET, INC. for the entire project, including the submerged land lease applicable to and adjacent in Parcels 1 and 2.

12. MELVIN will execute such documentation as is necessary to assist in the acquisition of construction permits, and all other permits and submerged land lease applications as are necessary to accommodate the project. MELVIN will assign those leases and permits to the project as necessary for the project. The DESTIN FLEET

agrees to maintain the 25-foot setback from the West line of MELVIN's parcel, projected into the water.

13. MELVIN will have the right to all income from the six (6) slips reserved for him on the Westernmost dock. MELVIN will be entitled to the same benefits and uses of the project, and will be entitled to receive slip rental, as if he were Lessor of six (6) slips in the facility. It is anticipated that a distinction will be made between "charter boats" and "head boats" for all tenants. The definitions of these terms may change from time to time, in the discretion of the Board of Directors of the DESTIN FISHING FLEET, INC., and as needed to accommodate the project. However, unless the parties agree to the contrary in writing, MELVIN's slips will be used for charter boats only.

14. All "Tenants" of the project will, for all purposes, be treated the same. They will have the same entitlement to signage on the property, as determined by the DESTIN FISHING FLEET Board of Directors, and access to all facilities. MELVIN will advise his tenants at the time of their lease or rental agreement with him that his tenants are subject to the same rules and regulations as other tenants, including the maximum permitted capacity of tenant vessels.

15. Such rules and regulations as are made for the use of the slips, including the right to erect signs, the quality and condition of the upkeep of slips and boats, rules and regulations regarding use of the dock during foul weather, and other conditions of usage of the project will be the same for all tenants, including use of fish cleaning areas, whether those tenants are technically those of MELVIN or those of the DESTIN FISHING FLEET, INC.

16. The DESTIN FLEET is not to be responsible for leasing MELVIN's slips. On mutual agreement, the DESTIN FLEET may manage MELVIN's slips on his behalf. The terms and circumstances for such management, if any, will be as decided by the parties from time to time. However, in this agreement, the DESTIN FISHING FLEET,

INC. will have no duty or obligation to provide tenants for MELVIN's slips, and makes no guarantee of those tenants.

17. The term of this agreement will begin on the date it is signed by the parties. However, the term of this agreement will end if the project is not begun within twenty-four (24) months from the date of this agreement. In addition, this agreement will expire and terminate ninety-nine (99) years from this date, unless extended by mutual agreement of the parties, or at such earlier date as Parcels 1 and 2 are no longer jointly used for the project as described herein and as shown on the plat attached hereto.

18. This Agreement for Joint Use of Land will be effective and will bind the parties if construction commences on Parcels 1 and 2 of the project planned by the DESTIN FISHING FLEET, INC. within two (2) years from the effective date of this instrument. If construction does not commence within two (2) years from the effective date of this Agreement, this Agreement will be null and void and will not bind any of the parties in any way. Should the proposed marina facility not be constructed by DESTIN FLEET and if Parcel 1 is to be sold to another party, then this Agreement will be null and void, and DESTIN FLEET will reassign and vest in MELVIN all permits and leases previously assigned under this agreement by MELVIN to DESTIN FLEET. *M RM*

19. This agreement will survive closing of a construction loan on DESTIN FLEET'S parcel, and will inure to the benefit of the heirs, successors and assigns of both parties. *ckw*

20. The DESTIN FLEET will construct the pier to minimize the time MELVIN is without a pier. DESTIN FLEET will do whatever is in its own power to do to assure that the MELVIN slips are completed within thirty (30) days from the date his existing slips are razed.

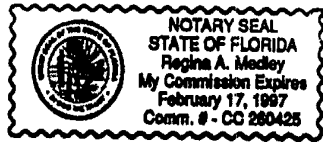
THIS AGREEMENT MADE AND EXECUTED this 25th day of March, 1993.

Sara W. Wood
WITNESS SARA W. WOOD
Janis H. Peterson
WITNESS JANIS H. PETERSON

Millard Royal Melvin
MILLARD ROYAL MELVIN

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned authority, personally appeared MILLARD ROYAL MELVIN, who is personally known to me or who has produced _____ as identification, and who did/did not take an oath, on this 25th day of March, 1993.



Regina A. Medley
NOTARY PUBLIC

Print or type name

My Commission Expires: 2-17-97

DESTIN FISHING FLEET, INC.

By: Charles K. Winder, Jr.
KELLY WINDES, President

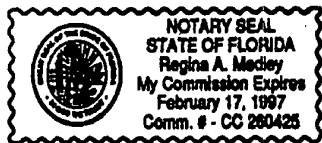
Sara M. Wood
WITNESS JARA W. WOOD
Ann M. Peterson
WITNESS ANIS M. PETERSON

ATTEST: [Signature]

Secretary

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned authority, personally appeared KELLY WINDES, President of the DESTIN FISHING FLEET, INC., who is personally known to me or who has produced _____ as identification and who did/did not take an oath this 25th day of March, 1993.



Regina A. Medley
NOTARY PUBLIC

Print or type name

My Commission Expires: 2-17-97

2/93/td/melvin.doc/3/17/93



FILE# 1296267
OKALOOSA COUNTY, FLORIDA

RCD: NOV 12 1993 @ 3:10 PM
NEWMAN C BRACKIN, CLERK

Rey Bailey

From: Prebble Ramswell
Sent: Wednesday, April 22, 2020 6:15 PM
To: Rey Bailey; Lance Johnson; Kimberly Kopp; Kyle Bauman; Chatham Morgan; Parker Destin; Cyron Marler; Skip Overdier; Steven Menchel; Rodney Braden
Subject: Re: Response and Corrections to Answers to Questions re Destin Fire boat slip

Thank you for providing this information. You will see that these records corroborate my statements/queries.

Issue 1:

The bills from the Fleet clearly show how they are billing us based on dividing the total due for their income-generating slips by 40 and then multiplying that by 3 for the city's three public transient slips. In the one wet slip supplemental invoice attached in your provided documents (2015/2016), you can see how the wet slip fee and the base fee are calculated.

Per the expired-since-2018 submerged land lease, the annual base fee due from the Fleet for all 40 slips is \$12079.44. For 2019, this base fee had increased to \$13,330.74.

The wet slip supplemental payment is due to excess of 6% income earned exceeds base fee or minimum lease fee. In 2019 it was \$8597.55. The total payment owed by Fleet in 2019 was \$21,928.29. They divided this amount by 40 which was \$548.21 per slip. For the city's 3 slips, they charged us $\$548.21 \times 3$ which = \$1644.62. The City received a check from DFCD for \$548.21 for the slip they are using: #3, not #4.

These fees are based on income-generating slips. These fees are NOT for public transient slips. Particularly ones in which the upland owner is a government entity.

This issue needs to be addressed.

Issue 2:

Another issue we need to address is the actual submerged land lease. It expired in 2018.

As I brought to the city's attention before it expired, the preliminary inspection report listed **ONLY** the Destin Fishing Fleet as the upland owner of **ALL** upland property. The sole use of **ALL** upland property was charter boat fishing and marina. They listed **ZERO** public transient slips. **ALL** of this information on that preliminary inspection is incorrect.

- The City (the public) owns the west 68' of upland
- Our upland is a public park.
- We have slips on the west side of which three are public transient.
-

I do not think that the Trust would be happy to know the park they helped fund for millions of dollars, that is ten years late in being built, is now listed on the state submerged land lease and inspection report as fully owned by the Fleet instead of the City and is solely charter fishing.

Nor do I think they would generously fund other parks for us with such a glaring problem- something we are trying to do now to gain beach access.

*****Please add these items to the agenda for May 4th*****

2015/2016 WET SLIP SUPPLEMENTAL BILLING	\$323,311.12 X 6% = \$19,398.67 LESS 15/16 BASE FEE OF \$12,540.32 = AMOUNT DUE
---	--

2015	\$18,228.59 x 3/40	\$1,367.15	Paid 5/2016
2016	\$20,766.78 x 3/40	\$1,557.51	Paid 2/2017
2017	\$19,817.70 x 3/40	\$1,486.33	Paid 2/2018
2018	\$22,342.62 x 3/40	\$1,675.70	Paid 10/2018
2019	\$21,928.29 x 3/40	\$1,644.62	
Total Due for 2019		\$1,644.62	

ANNUAL LEASE FEE FORMULA = BASE FEE* - DISCOUNT + EXTENDED TERM FEE

***BASE FEE = Base Rate x Net Square Feet OR**

***BASE FEE = Minimum Rate**

DISCOUNT = Base Fee x Discount Percentage

EXTENDED TERM FEE = Base Fee x Extended Term Fee Percentage

Dr. Prebble Q Ramswell

Councilwoman

Mayor Pro Tem

City of Destin

pramswell@cityofdestin.com

Please note: Florida has a very broad public records law. Most written communications are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Rey Bailey <rbailey@cityofdestin.com>

Date: Wednesday, April 22, 2020 at 2:38 PM

To: Lance Johnson <ljohnson@cityofdestin.com>, Prebble Ramswell <pramswell@cityofdestin.com>, Kim Kopp <kkopp@romanokopplaw.com>, Kyle Bauman <kbauman@asglegal.com>, Chatham Morgan <cmorgan@cityofdestin.com>, Parker Destin <pdestin@cityofdestin.com>, Cyron Marler <cmarler@cityofdestin.com>, Skip Overdier <soverdier@cityofdestin.com>, Steven Menchel <smenchel@cityofdestin.com>, Rodney Braden <rbraden@cityofdestin.com>

Subject: RE: Response and Corrections to Answers to Questions re Destin Fire boat slip

Please see attached documents. Thanks

Rey

Rey Bailey

City Clerk

City of Destin

Phone: (850)837-4242

Fax: (850) 837-3267

E-Mail: rbailey@cityofdestin.com

From: Lance Johnson <ljohnson@cityofdestin.com>

Sent: Wednesday, April 22, 2020 9:37 AM

To: Prebble Ramswell <pramswell@cityofdestin.com>; Kimberly Kopp <kkopp@romanokopplaw.com>; Kyle Bauman <kbauman@asglegal.com>; Chatham Morgan <cmorgan@cityofdestin.com>; Parker Destin <pdestin@cityofdestin.com>; Cyron Marler <cmarler@cityofdestin.com>; Skip Overdier <soverdier@cityofdestin.com>; Steven Menchel <smenchel@cityofdestin.com>; Rodney Braden <rbraden@cityofdestin.com>; Rey Bailey <rbailey@cityofdestin.com>

Subject: RE: Response and Corrections to Answers to Questions re Destin Fire boat slip

Rey:

Please search for the documents required to answer the questions listed below and distribute. Thanks. LJ.

From: Prebble Ramswell <pramswell@cityofdestin.com>

Sent: Wednesday, April 22, 2020 9:24 AM

To: Lance Johnson <ljohnson@cityofdestin.com>; Kimberly Kopp <kkopp@romanokopplaw.com>; Kyle Bauman <kbauman@asglegal.com>; Chatham Morgan <cmorgan@cityofdestin.com>; Parker Destin <pdestin@cityofdestin.com>; Cyron Marler <cmarler@cityofdestin.com>; Skip Overdier <soverdier@cityofdestin.com>; Steven Menchel <smenchel@cityofdestin.com>; Rodney Braden <rbraden@cityofdestin.com>

Subject: Response and Corrections to Answers to Questions re Destin Fire boat slip

Importance: High

*****COUNCIL: DO NOT REPLY ALL PER SUNSHINE LAW*****

Lance, Kim, Kyle:

In reviewing your responses I note that this is yet another instance of the prior Council and Staff being misled. Destin Fire Control District was leased Slip #4, as their original lease shows (which you included in your email) and which has been verbally renewed each year to the present. They pay the City lease fees for the slip, which the City in turn had paid to Mary Ann Windes/Destin Fishing Fleet. When I last asked about these payments during City Manager Carisse LeJeune's tenure, I was told we had not sent the Fleet payment in 2018 or 2019. I have copies of the previous years' payments from DFCD with the exception of the last two. There are two major problems with this.

1. The city has three slips for public use- for which we are NOT to be charged. However, the city paid Windes/DFP monies each year for our "portion" of her charges from DEP. She calculated the monies owed for 40 slips and divided it charging us for three. This is AGAINST our agreement with the Trust and a violation for several reasons- **A.** We are not to be charged any fees for our slips. **B.** Her calculations are based on the DFF's commercial income-earning slips which result in higher taxes and fees. **C.** As a result, we are being charged and have paid for slips we own and are not supposed to be charged for, and we have been charged based on her commercial slips.
2. The City was granted use and control of **the northernmost three slips** per the unethically and, I believe, illegally obtained lease for riparian rights in 2010- **for which WE-the city and our taxpaying citizens- are the upland owner.** These three northern slips are, on **EVERY** bit of documentation, identified as Slips 1, 2, and 3. The DCDF boat has always had Slip 4 (as their lease indicates) but several years ago their boat was moved to our slip #3 so the DFF could lease and make money on Slip 4. (See attached the last submerged land lease from the state which includes the survey of the marina and the identification of the slips; see also the DFCD lease for Slip 4 you attached to your email)
3. Interestingly, per the Management Plan and covenants, the City was supposed to continue leasing the first six slips until the park was constructed. The income from these leases was to be put into a special account to pay for the maintenance and upkeep of OUR slips. This NEVER happened and I specifically asked about this at two, maybe three, council meetings. After the agreements were signed and filed, the slip leases were transferred to

the Fleet so they could earn their own income on the slips. I have all these leases. Slips 1 and 2 were Emerald Coast Scuba; Slip 3 was In Demand, Slip 4 was Destin Fire; Slip 5 was Sea Cobra, Slip 6 was Rodney Griffith.

Questions:

1. Have we sent the Fleet payment for slips since 2017? If so, how much and please send me these itemized statements and receipts.
2. Have we received the payments from DFCD? Where (what account) are they being deposited since we supposedly did not pay the Fleet and there is no dedicated account for Slip maintenance as originally directed by the Trust?

I do plan on bringing forward the broader slip issue in the near future.

Prebble

Dr. Prebble Q Ramswell

Councilwoman

Mayor Pro Tem

City of Destin

qramswell@cityofdestin.com

Please note: Florida has a very broad public records law. Most written communications are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Lance Johnson <ljohnson@cityofdestin.com>

Sent: Monday, April 20, 2020 5:03 PM

To: Council <council@cityofdestin.com>

Cc: Kimberly Kopp <kkopp@romanokopplaw.com>; Kyle Bauman <kbauman@asglegal.com>; Senior Leaders <SeniorManagers@cityofdestin.com>

Subject: Questions Posed

Mayor & Council Members:

During the last Council meeting the following questions were asked of staff:

1 Who owns the boat slip that the DCFD boat is currently docked at?

2 If/When the DCFD boat is relocated from that location to the new fire station park location – what will be the disposition/who will have control of that dock slip, and what will it be used for?

Based on documents provided by staff it appears the City holds a long term lease with the State of Florida for the three northern most boat slips (4,5,6) on the east side of the Capt. Royal Melvin Heritage Park site. The City sub-leased slip #4 to the Destin Fire Control District (DFCD). Upon termination of the Lease Agreement with DFCD the City will remain the long term lease holder with the State.

Please advise of any questions.

Lance Johnson

STATE LANDS LEASE INSPECTION

IN COMPLIANCE?	☒ YES ☐ NO	BOT Number:	462217069
ERPce Project #:	219024	Requested by:	DSL
ERPce Site #:	152868	Date Requested:	03/22/2017
Property ID#:	00-2S-22-0630-0000-07F0	Date Sent to DSL:	04/12/2018
Term:	5 Years	Date of Inspection:	04/03/2018
Issued:	09/14/2013	Inspector Name:	Adrienne Childers
Expiration:	09/14/2018	Telephone #:	850-595-0560

Type of Inspection:
☒ Renewal ☐ Assignment ☐ Modification ☐ Mid-Term ☐ Other:
Attachments:
☒ Photographs ☐ Surveys/Drawings ☐ Other:
SITE/CONTACT INFORMATION:

Lessee:	Destin Fishing Fleet, Inc.	AKA/FKA/ADA:	
Current Owner:	Destin Fishing Fleet, Inc.	Email:	info@destin-real-estate.com
Contact Person:	Mary Anne Windes	Title:	Secretary
Telephone #:	850-837-3400	County:	Okaloosa
Facility Address:	210 Harbor Blvd. Destin, FL 32541		
Waterbody:	Old Pass Lagoon/Destin Harbor	Class:	☐ I ☒ II ☐ III ☐ IV ☐ V
Aquatic Preserve?	(Yes/No, if yes include AP name)		
OFW ?	☐ Yes ☒ No		
Is the lessee information correct?	☒ Yes ☐ No		

SLIP INFORMATION:

1. Number of slips authorized in lease & Number observed:	40
2. Number of wetslips for public rental on state lands:	0
3. Are 90% open to the public?	☐ Yes ☒ No ☐ N/A ☐ See Comments
4. Number of wetslips on privately owned land:	0
5. Number of upland dry storage units/slips:	0
6. Does there appear to be liveaboards within the lease area?	☐ Yes ☒ No ☐ N/A ☐ See Comments
7. Is ALL mooring within the lease boundaries?	☒ Yes ☐ No ☐ N/A ☐ See Comments
8. Were past aerals reviewed for mooring compliance?	☒ Yes ☐ No ☐ N/A ☐ See Comments

LEASE INFORMATION

9. What is the current upland use?	Marina and Charter Boat Business
a. Has the upland use changed?	☐ Yes ☒ No ☐ N/A ☐ See Comments
10. Number of upland units:	0
11. What is the linear footage of shoreline owned by the applicant immediately adjacent to sovereign submerged lands?	350
12. Are the docking structures in good condition?	☒ Yes ☐ No ☐ N/A ☐ See Comments
13. Were the dock dimensions field verified?	☒ Yes ☐ No ☐ N/A ☐ See Comments
14. Are there any over water roofed structures?	☒ Yes ☐ No ☐ N/A ☒ See Comments
15. Are there any non-water dependent uses: i.e., ship stores; gazebos; Sundecks; harbor master office; wet bar; etc.?	☒ Yes ☐ No ☐ N/A ☒ See Comments
16. Have there been any dock modifications or additions?	☐ Yes ☒ No ☐ N/A ☐ See Comments
17. Does the lease allow for mooring of "cruise to nowhere" vessels?	☐ Yes ☒ No ☐ N/A ☐ See Comments
a. If yes, is "cruise to nowhere gambling"?	☐ Yes ☐ No ☒ N/A ☐ See Comments

18. Is the lease area used for special events (i.e. boat shows, fishing tournaments or celebrations)?

19. What type of fueling is provided?

a. Is it shown on the survey?

20. What type of sewage pump-out is provided?

a. If fixed pump-outs, are they shown on the survey?

21. Are ALL lease standard conditions in compliance?

22. Are ALL special lease conditions in compliance?

23. Details provided on any non-compliance indicated above: cc: Public Lands Administration on Any actions taken

☐	Yes	☒	No	☐	N/A	☐	See Comments
☐	Gas	☐		☒	Diesel	☐	None
☒	Yes	☐	No	☐	N/A	☐	See Comments
☐	Portable	☐		☐	Fixed	☒	None
☐	Yes	☐	No	☒	N/A	☐	See Comments
☒	Yes	☐	No	☐	N/A	☐	See Comments
☒	Yes	☐	No	☐	N/A	☐	See Comments
☐	Yes	☐	No	☒	N/A	☐	See Comments

ADDITIONAL INFORMATION:

24. Is the marina designated as a clean marina or clean boatyard?

If yes, please send a copy of this inspection to

Brenda.Leonard@dep.state.fl.us.

25. Are the fees current (verify with SUPRS/ILMS)?

a. If not current, has an invoice been provided to Lessee?

26. Are the revenue reports forms/slip certifications current?

a. If not current, was the Lessee provided an invoice?

27. Is there any indication as to whether slips are being sold (i.e. For Sale signs at slips, internet sites, flyers, other advertising)?

a. If yes, forward the information to BPLA recurring revenue section. Date sent:

☐	Yes	☒	No	☐	N/A	☐	See Comments
☒	Yes	☐	No	☐	N/A	☐	See Comments
☐	Yes	☐	No	☒	N/A	☐	See Comments
☒	Yes	☐	No	☐	N/A	☐	See Comments
☐	Yes	☐	No	☐	N/A	☐	See Comments
☐	Yes	☒	No	☐	N/A	☐	See Comments

STAFF REMARKS:

- Facility is in compliance - recommend renewal.

- #14 - There is a non-water dependent shed on the terminal platform of the east dock.

- #15 - It is authorized through Consent Order OGC No. 09-3680-46-DF dated 12-02-2009. It continues to be used for storage of Emergency Spill Response equipment for fueling operations. It is included in survey.

Inspector Signature: Adrienne Childers Manager/District SL Signature: _____
(not required)



Photo 1: Waterward showing main access platform of West dock



Photo 2: West end of terminal platform of West dock



Photo 3: East end of terminal platform of West dock



Photo 4: Waterward showing main access platform of East dock



Photo 5: West end of terminal platform of East dock



Photo 6: East end of terminal platform of East dock



Photo 7: Shed located on East end of terminal platform of East dock.

This Instrument Prepared by:

J. JEROME MILLER, Esq.
Miller & Ansley, P.A.
Attorneys at Law
Wildcat Plaza
415 Mountain Drive, Suite 3
Destin, FL 32541-2349
Florida Bar No. 0128569
Phone: (850) 837-3860

FOR RECORDING PURPOSES

WARRANTY DEED

THIS WARRANTY DEED, executed this 21st day of December, 2006, by THE TRUST FOR PUBLIC LAND, a nonprofit California corporation, whose mailing address is 306 N. Monroe Street, Tallahassee, Florida, 32301-7266, hereafter called the Grantor, to THE CITY OF DESTIN, a Florida Municipal Corporation, whose mailing address is 4200 Two Trees Road, Destin, Florida 32541, hereafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: For value received, Grantor conveys to Grantee the following real property:

THE WESTERLY 68 FEET OF LOT 7-G, MORENO POINT MILITARY RESERVATION SURVEY OF LOTS IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 23 WEST, CITY OF DESTIN, AS RECORDED IN DEED BOOK 25, PAGE 573, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT AN IRON PIN (#3724) ON THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 98 (100' R/W), MARKING THE NORTHWESTERLY CORNER OF SAID LOT 7-G; THENCE SOUTH 80 DEGREES 33' 40" EAST (REFERENCE BEARING) ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 67.93 FEET TO AN IRON PIN (#0340); THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 09 DEGREES 20' 42" WEST, 448.16 FEET TO AN IRON PIN (NO#); THENCE CONTINUE SOUTH 09 DEGREES 20' 42" WEST, 45.12 FEET TO A POINT ON THE SOUTHERNMOST EDGE OF A WOOD BOARDWALK ALONG DESTIN HARBOR; THENCE NORTH 81 DEGREES 32' 49" WEST ALONG SAID BOARDWALK, 68.00 FEET; THENCE DEPARTING SAID DESTIN HARBOR, NORTH 09 DEGREES 21' 02" EAST, 15.58 FEET TO AN IRON PIN (#0340); THENCE CONTINUE NORTH 09 DEGREES 21' 02" EAST, A DISTANCE OF 478.86 FEET TO THE POINT OF BEGINNING.

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

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, including but not limited to ad valorem taxes through December 31, 2006.

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

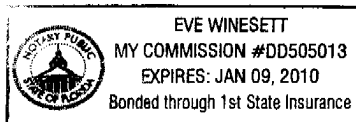
Cynthia L. Frasca
 WITNESS
 Printed Name: Cynthia L. Frasca

Eve Winesett
 WITNESS
 Printed Name: Eve Winesett

STATE OF FLORIDA
 COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of December, 2006, by W. DALE ALLEN, as SENIOR VICE PRESIDENT of THE TRUST FOR PUBLIC LAND.

(Notarial Seal)



THE TRUST FOR PUBLIC LAND
 a nonprofit California corporation

W. Dale Allen
 By: W. DALE ALLEN
 Its: Senior Vice President

Notary Public-State of Florida
 My Commission Expires: 11/9/2010
 Commission Number: DD505013

Personally Known ✓ OR Produced Identification _____
 Type of Identification Produced _____

Eve Winesett
Eve Winesett

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 20th day of April 2011, by Destin Fishing Fleet, Inc., a Florida Corporation ("Fleet") and PRI, LLC, an Alabama Limited Liability Company ("PRI"). The Fleet owns a parcel of property described as:

DESTIN, MORENO POINT, LOT 7-F AND THE EAST 1/2 OF LOT 7-G, OKALOOSA COUNTY, FLORIDA (herein referred to as "Parcel 1")

a parcel of approximately 282 feet in width and 474 feet in depth, lying between the Destin Harbor and Highway 98 to the north. PRI owns a parcel of property described as:

DESTIN, MORENO POINT, WEST 110 FT OF LOT 7-E EX BARATARIA CONDO AND DESTIN RENAISSANCE and DESTIN, MORENO POINT, EAST 110 FT OF WEST 220 FT OF LOT 7-E EX BARATRIA CONDO AND DESTIN RENAISSANCE, OKALOOSA COUNTY, FLORIDA (herein referred to as "Parcel 2")

approximately 220 feet in width, lying adjacent to the Destin Harbor, but not extending to Highway 98 on the north. Parcels 1 and 2 are adjacent, contiguous parcels. There is no legal access between the parcels, and no actual access has been made from Parcel 1 onto Parcel 2 since June, 1999.

1. Fleet and PRI entered into a Temporary Access License Agreement ("Agreement") executed by the parties on March 18, 2011 and March 23, 2011, respectively.
2. The Agreement sets forth the complete terms and conditions between the parties under which the Fleet will allow temporary access across Parcel 1 into and on Parcel 2.
3. By and through the express written Agreement between Fleet and PRI and subject to the terms of same, Parcel 2 may exercise consensual access across Parcel 1 for ordinary vehicles and pedestrians only, and not for commercial vehicles or parking.

4. The access point permitted by the Agreement is limited to the 16 southern-most feet of common boundary between Parcels 1 and 2 before the boardwalk.

5. The Agreement will exist for a one-year period and will cease without further notice from either party unless an express written agreement is executed extending the Agreement.

6. The temporary access license granted in the Agreement may be terminated by either party upon thirty (30) days notice to terminate.

7. The Agreement will never ripen into an easement or legal right of access except by agreement of the Fleet.

(The remainder of this page is intentionally left blank.)

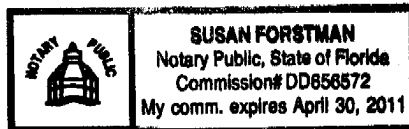
SIGNED THIS 20 DAY OF APRIL, 2011.

DESTIN FISHING FLEET, INC.
a Florida Corporation

BY: Charles K. Winries, Jr
ITS: PRESIDENT
Notice Address: CHARLES K. WINRIES, JR
P.O. Box 5533
Destin, FL 32540

State of Florida
County of Okaloosa

Before me, on this 20 day of April, 2011, the undersigned authority, personally appeared Charles K. Winries of Destin Fishing Fleet, Inc., a Florida Corporation, its president who is personally known to me or has produced _____ identification.



SEAL

Susan Forstman
Notary Public, State of _____
Notary's Printed Name: _____
Commission No.: _____
Commission Expires: _____

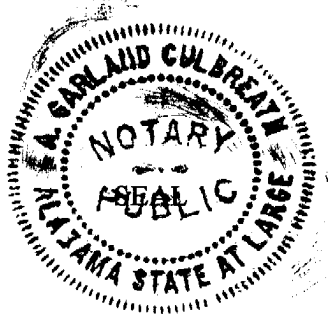
SIGNED THIS 12th DAY OF April, 2011.

PRI, LLC
an Alabama Limited Liability Company

[Signature]
BY: MARTIN C Rocha
ITS: Member
Notice Address:
400 Emery Drive, Suite 200
Hoover, AL 35244

State of AL
County of Jefferson

Before me, on this 12th day of April, 2011, the undersigned authority, personally appeared, Martin C Rocha of PRI, LLC, an Alabama Limited Liability Company, its _____ who is personally known to me or has produced _____ identification.



[Signature]
Notary Public, State of AL
Notary's Printed Name: A Garland Culbreath
Commission No.: 61662557
Commission Expires: 12-11-2013



Community Development

Code Enforcement Division

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-337-3123 | Fax: 850-837-7949 | www.cityofdestin.com

May 22, 2013

Ms. Tanya Alvarez McHale
Environmental Specialist
Submerged Lands & Environmental Resources Program
Department of Environmental Protection
160 Government Street, Suite 308
Pensacola, Florida 32502

SUBJECT: Use of vacant area adjacent to bulkhead at the Destin Fishing Fleet Marina
210 Harbor Blvd, Destin, Florida

Dear Tanya:

This letter is to recap the conversation held on May 9, 2013, between you, Ken Gallander, and myself regarding the potential use of vacant area directly adjacent to the bulkhead on the northwestern side of the Destin Fishing Fleet Marina to accommodate a floating personal watercraft platform for the use of the Destin Fire Control District Lifeguard program (See attached aerial photo). It is our understanding your department does not object to this use and will not require a permit under the following provisions:

- No pilings shall be placed in proposed vacant area. Only the floating personal watercraft platform attached to the existing marina infrastructure will occupy this area. (See attached plan.)
- No dredging will be necessary to accommodate the floating platform.
- If the floating platform is temporary in nature (seasonal), it will not require a change to the submerged land lease.
- Should the Fire Control District, City, and the Destin Fishing Fleet desire to continue this use on a more permanent basis, the Destin Fishing Fleet will update their survey for such use on the submerged land lease during renewal in September 2013. The update will include the uses of Charter Fishing, government, and recreational/transient uses and is renewed every 5 years. There will not be additional cost to include this update in lease already scheduled September renewal.

In order to ensure to FDEP that all partners involved with this proposed use and the vacant area are in agreement, signatures have been provided.



Page 2 of 2

May 22, 2013

Use of vacant area adjacent to bulkhead at the Destin Fishing Fleet Marina

We thank you for your cooperation and assisting with this effort to provide improved life safety to those using our beaches and waterways.

Sincerely,



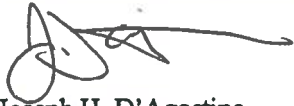
David Bazylak

Environmental/Code Enforcement Manager



Charles K. Windes, Jr.

President of Destin Fishing Fleet, Inc.



Joseph H. D'Agostino

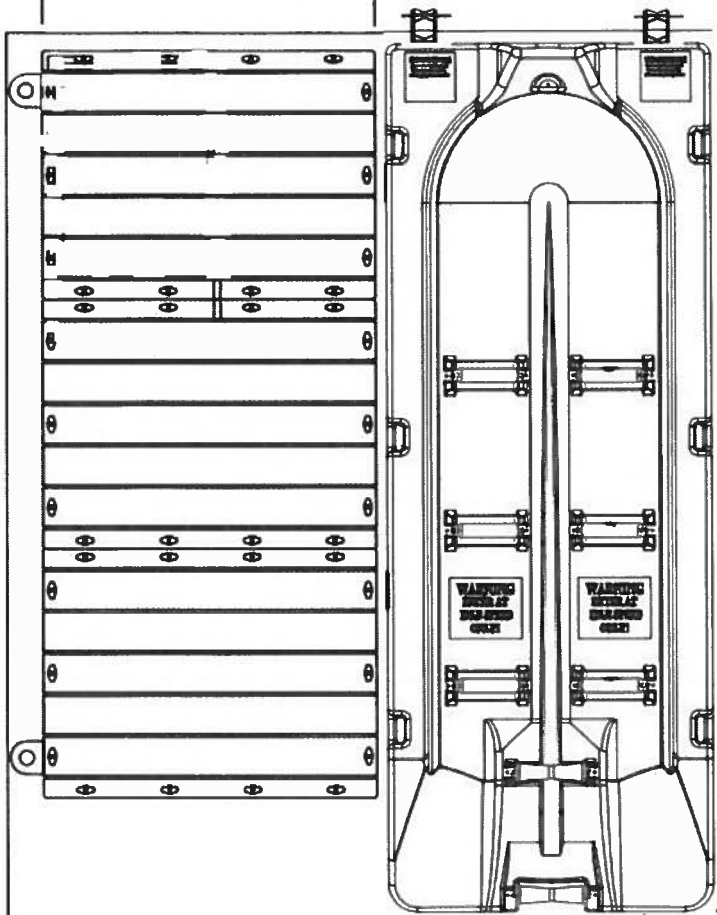
Destin Fire Control District

Beach Safety Division Chief

Attachments: Aerial Photo of Vacant Area
 Concept layout plan for Destin Fire Control District personal watercraft floating platform



5'
Wooden Fixed Dock



PHASE I CONCEPT LAYOUT DRAWING

STATE OF FLORIDA
COUNTY OF OKALOOSA

**LEASE AGREEMENT
AND SUB-LEASE OF SUBMERGED LAND LEASE**

This is a Lease Agreement between the **CITY OF DESTIN**, a Florida Municipality, whose mailing address is **4200 Two Trees Road, Destin, Florida, 32541**, called "**CITY**" hereinafter in this Lease, and, **DESTIN FIRE CONTROL DISTRICT**, a District created by Special Act of Legislature of the State of Florida, doing business under the laws of the State of Florida, whose mailing address is **848 Airport Road, Destin, Florida, 32541**, called "**LESSEE**" hereinafter in this Lease.

The CITY is the owner of real property and improvements described below and is the holder of a long-term lease to the adjacent submerged land. The LESSEE owns a boat, which LESSEE desires to dock in the Destin Harbor at the CITY'S facility according to the rules and regulations of the CITY.

CONSIDERING ALL OF THE FOREGOING, it is agreed:

1. **THE PROJECT** The CITY owns a docking facility in Destin Harbor. The docking facility is built on the submerged land leased from the State of Florida and the upland property owned by the CITY. The CITY leases the submerged land from the State of Florida, and the LESSEE herein will be a Sub-lessee in a portion of that submerged land lease.
2. **LEASE TO PROPERTY** The boat slip to be leased is **Slip #4**. In addition, the LESSEE will hold a non-exclusive right to make use of the dock, all walks and approachways, and the parking provided by the CITY on its adjacent land. Parking is available on a first come first serve basis in the spaces provided by the CITY.
3. **TERM OF LEASE** The term of this Lease will be five (5) years with the first term beginning **March 1, 2007, and ending on February 29, 2012**. The lease will continue year to year thereafter with an expiration date each year at the end of February. Either party may cancel this lease by giving 45 days notice in writing to the other party prior to the February expiration.
4. **INDEPENDENT CONTRACTOR STATUS** The Destin Fishing Fleet Marina of which the slips are a port is the place where fishermen, the primary tenants of the facility, intend to make their living by providing their services to members of the public. Their public image for cleanliness of the facility, safety of passengers, and intelligent mature conduct by boat owners and their employees is essential to the reputation to all boat captains whose boats are there docked. Therefore, the Rules and Regulations promulgated by the Destin Fishing Fleet Marina will be designed to protect and promote the image, safety, and intelligent boating for all concerned. However, **each lessee is an independent contractor who is responsible for his or her own conduct and for the safety for his or her boat**. While the lessee and other boat captains may be members of the Destin Fishing Fleet Marina, they do not have a joint venture, partnership, or employer-employee relationship to the Destin Fishing Fleet. It will not be the responsibility of the CITY to inspect boats, or to insure the safety of any boat, or the conduct of the personnel on any boat.

Nonetheless, since the reputation of boat owners and all members of the Destin Fishing Fleet are important, while the Destin Fishing Fleet will not be responsible to patrol or assure the conduct of personnel or the maintenance level of any boat, if the CITY learns of violations of its rules, CITY reserves the right to discipline any lessee, up to and including eviction from a space within the Destin Fishing Fleet Marina.

The CITY will have the privilege to enforce its Rules and Regulations by fines, as may be approved by the City of Destin City Council from time to time. In addition, in the event of a first violation of rules and regulations, which appears either continuous or flagrant, the CITY reserves the right to give a written certified notice to the lessee of the violation. In the event the lessee's violation recurs or the pattern of violations do not cease, the CITY will give a second notice, which will have the effect of immediate termination of this lease agreement.

Notwithstanding the foregoing, the CITY has the right to terminate this lease agreement immediately if the CITY becomes aware of any conduct or Rule violation which endangers the life of any person.

5. **LEASE FEE** (a). **ANNUAL LEASE FEE**. On the first day of the lease, LESSEE agrees to pay the first year's lease fee, in advance, and will be given occupancy on that date. Lease fees thereafter will be due on the first day of March each year. The lease fee will be One Dollar and 00/100 (\$1.00) per year.
(b). **ADDITIONAL LEASE FEE** In addition to the lease fee required by this Agreement, if sales taxes are imposed upon this Agreement, the LESSEE will pay those sales taxes.
6. **RULES AND REGULATIONS** The City of Destin City Council and the Destin Fishing Fleet Marina have the right to regulate the use of the docking facility by passing reasonable rules and regulations. Those rules and regulations can be passed at any time after thirty (30) days notice to the tenants of proposed rules. Emergency rules can be passed by the CITY or the Destin Fishing Fleet Marina Board of Directors at any time, without notice. Violation of these rules and regulations passed by the CITY or Destin Fishing Fleet Marina may result in a fine against the LESSEE. The LESSEE may also be required to move from the facility because of intentional, repeated, or flagrant violation of the rules and regulations that govern the facility. The CITY and the Destin Fishing Fleet Marina reserve the right to delegate their rights under this paragraph to a committee of the CITY, or to the Destin Fisherman's Cooperative Association, Inc. The CITY may withdraw any delegation made pursuant to this paragraph.
See Paragraph 4 for additional information regarding rules, regulations, & eviction.
7. **PARKING** LESSEE agrees that during the fishing season (March thru October), all owners and crewmembers will park on the upper level of the parking lot leaving the more convenient parking for the customers.
8. **SUBLEASE AND ASSIGNMENT** Subleasing of the dock slip space by the LESSEE is permitted subject to the approval of the CITY.

9. **EMERGENCIES** The City of Destin City Council, in the event of emergency weather conditions, or for other reasons, will have the right, but not the duty, to require boats to be removed from the dock for temporary periods. The City of Destin City Council will have no liability for requiring the boats to be removed and likewise will have no liability if they permit the boats to remain during periods of bad weather.
10. **LIABILITY FOR DAMAGE TO BOATS** The CITY is not responsible for security and is not responsible for any damage to any boat while berthed at the dock. The CITY is not responsible for damages done by any boat while berthed at the dock.
11. **REPAIRS AND MAINTENANCE COSTS** The CITY will not be responsible for ordinary repairs and maintenance of the dock and other facilities. However, the LESSEE will be directly and personally responsible for any damage done by the LESSEE's boat, or by any person brought onto the premises by the LESSEE. LESSEE will put CITY on notice immediately of any unsafe condition on the dock.
12. **IDENTIFICATION OF BOAT** The LESSEE is entitled to dock one (1) boat in this slip. The Lessee will identify that boat to the CITY. CITY reserves the right to permit two boats per slip, in the absolute discretion of the City of Destin City Council.

Name of Boat: Destin Fire/Rescue

13. **FEES AND COSTS** If this agreement becomes in default, LESSEE will pay all costs of collection, including a reasonable attorney fee, if necessary for collection.
14. **CITY'S RIGHT TO DELEGATE** The rights of the CITY and the Destin Fishing Fleet Marina in this lease, including specifically the right to manage the dock, to pass reasonable rules and regulations, and to permit subletting or assignment of any lease, may be delegated at any time to the Destin Fisherman's Cooperative Association, Inc. or to a committee of the CITY. The CITY may withdraw any delegation made pursuant to this paragraph at any time.
15. **BOAT INSURANCE** LESSEE agrees to carry a minimum of \$500,000 Protection and Indemnity Limit of Liability with the CITY and Destin Fishing Fleet, Inc. named as a certificate holder and an additional insured. LESSEE'S insurance carrier must supply the Certificate of Insurance to the CITY and the Destin Fishing Fleet Marina by mail or by fax: The City of Destin, Attention: Chuck Garcia, Human Resources Manager, 4200 Two Trees Road, Destin, Florida, 32541, Fax: (850) 837-3267. Destin Fishing Fleet, Inc., Post Office Box 5533, Destin, Florida 32540, Fax number is (850) 837-2212. The Certificate of Insurance must include the name of the insured, name of vessel, and a description of the vessel that is being insured.
16. **BINDING ON SUCCESSORS** This Agreement shall be binding not only upon the parties but also upon their successors, assigns and other successors in interest.
17. **SOVEREIGN IMMUNITY** Nothing contained herein is intended to nor shall be construed to waive the Buyer's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.

THIS LEASE AGREEMENT made and executed this 28 day of August, 2007.

WITNESS

Printed Name: Kevin G. Jasser

WITNESS

Printed Name: Rodney Syfrett

DESTIN FIRE CONTROL DISTRICT, Lessee

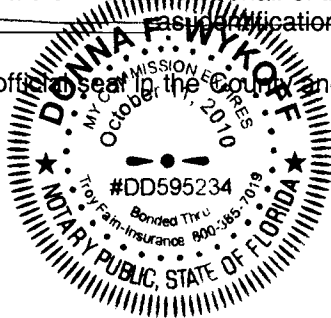
By: Milner R. Dixon

Its: District Fire Chief

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

The foregoing instrument was acknowledged before me this 28 day of August, 2007, by **MILNER R. DIXON**, as **District Fire Chief** of **DESTIN FIRE CONTROL DISTRICT**, a District created by Special Act of Legislature of the State of Florida, on behalf of the District, who is personally known to me ~~or~~ who has produced _____ as authentication and who did not take an oath.

August, 2007. **WITNESS** my hand and official seal in the County and State last aforesaid on this 28 day of



Notary Public

My Commission Expires: October 11, 2010

WITNESS

Printed Name: Tammy Bowen

WITNESS

Printed Name: Barbara E. Telford

CITY OF DESTIN

By: Gregory A. Kisela

Its: City Manager

ATTEST:

(seal)

Rey Bailey
City Clerk

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

The foregoing instrument was acknowledged before me this 20th day of August, 2007, by **GREGORY A. KISELA**, as **City Manager** and **REY BAILEY**, as **City Clerk** of **THE CITY OF DESTIN**, a Florida Municipal Corporation, on behalf of the corporation, who is personally known to me.

August, 2007. **WITNESS** my hand and official seal in the County and State last aforesaid on this 20th day of



KIMBERLY I. MONTGOMERY
MY COMMISSION # DD 509046
EXPIRES: March 5, 2010
Bonded Thru Budget Notary Services

Notary Public

My Commission Expires: 3/5/2010

Blue lines indicate Melvin/City

Red lines indicate Melvin's original slips

Green Lines are slips in Melvin/City Riparian

Yellow indicates existing dock removed by Fleet during improvements

Yellow indicates existing dock removed by Fleet during improvements

Satellite imagery and DEP Survey clearly showing the 10 slips on the west side are riparian to the upland owner: City of Destin



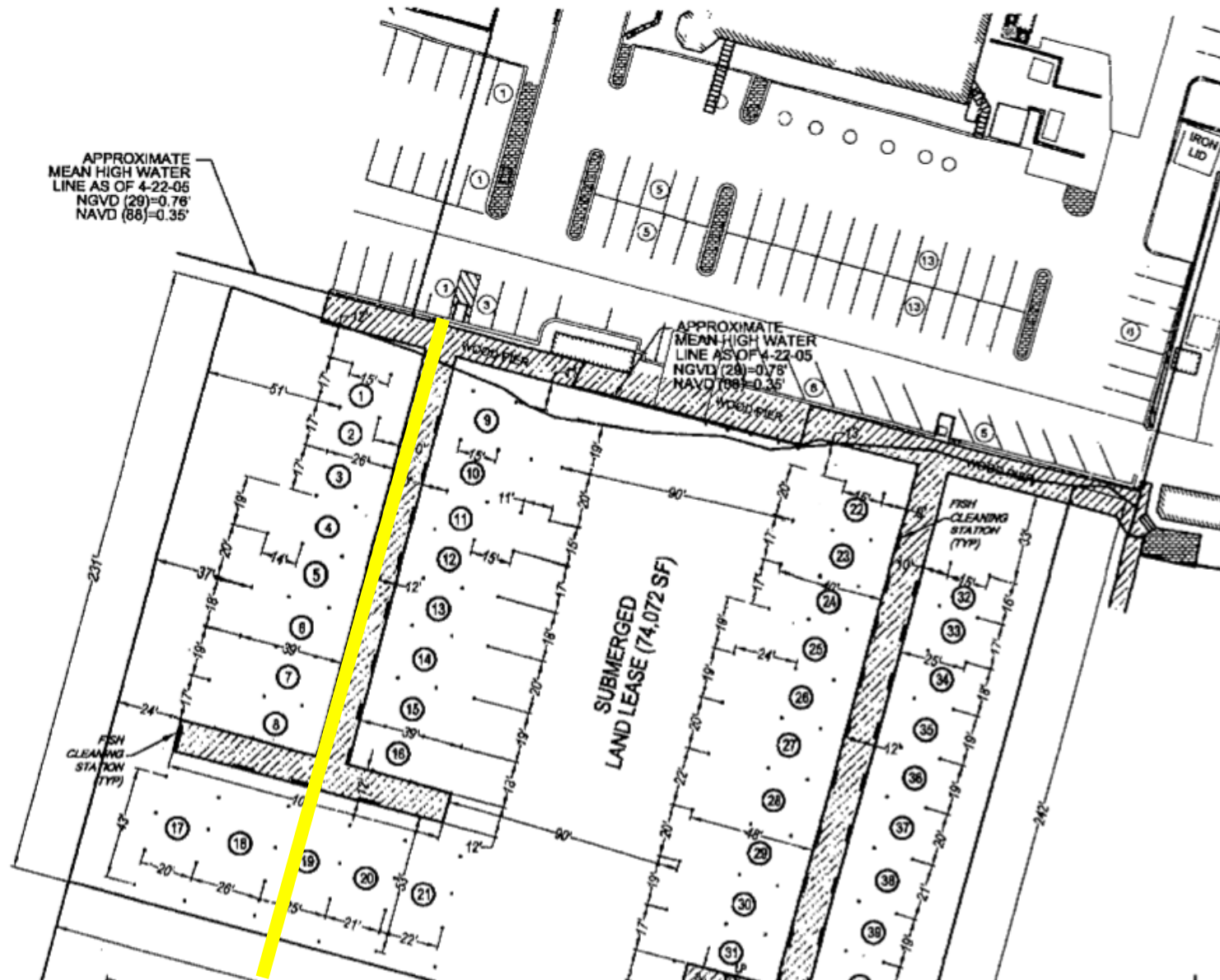
Satellite imagery and DEP Survey clearly showing the 10 slips on the west side
are riparian to the upland owner: City of Destin

GRAPHIC SCALE



1 inch = 60 ft.

**SUBMERGED LAND
LEASE
SURVEY**



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 4, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 2. Reopening of City Parks

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 4, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney

DATE: April 28, 2020

SUBJECT: 1. Pointe Mezzanine Land Use Litigation - Proposed Agreement

I. BACKGROUND: Please see attached proposed agreement, and direct any questions to the City Land Use Attorney.

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

- 1.DOCS-#602029-v8-Proposed_Mediated_Settlement_Agreement

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (“Agreement”) is entered into by and between Pointe Mezzanine, LLC (“Landowner”), on the one hand, and the City of Destin (“City”), on the other. Landowner and the City shall collectively be referred to as the “Parties” and each separately as a “Party.”

RECITALS

A. The Parties are involved in pending litigation styled *Pointe Mezzanine, LLC v. City of Destin*, Okaloosa County Circuit Court Case No. 2019-CA-004010 F (“Writ Action”). The Writ Action relates to Landowner’s effort to permit a private docking facility (“Docking Facility”) as an accessory use to an upland development order (DO No. 09-17) (“Upland D.O.”) for property owned by its affiliate, Pointe Resort, LLC.

B. The Parties desire to implement a process for review and possible approval of the Docking Facility which, if approved, could render the Writ Action moot.

In consideration of the full and timely performance by each Party hereto of each of the terms and conditions of this Agreement in the manner prescribed herein, and in full and final settlement of the Writ Action, as described above, the Parties agree as follows:

TERMS AND CONDITIONS

1. Consideration of Development Order for Docking Facility. The City shall process a development order application for the Docking Facility (“Application”) in the manner provided in the City of Destin Land Development Code (“LDC”). Landowner shall propose a private docking facility as an accessory use to Pointe Resort, LLC’s Upland D.O. A general depiction and layout of the proposed Docking Facility is attached hereto as Exhibit A.

2. Stay of Writ Action. The Parties agree to informally stay the Writ Action while the City processes the Application. If the circuit court in the Writ Action takes action that would prevent the Parties from informally staying the proceedings, the Parties shall jointly file a formal request for stay with the circuit court. Subject to a court order providing otherwise, the informal or formal stay of proceedings in the Writ Action shall remain in effect until the Application is considered and voted upon by the City Council.

3. Standard of Review. The Parties agree that the Application shall be reviewed by the City following the procedures and standards provided for in the LDC and City of Destin Comprehensive Plan. Nothing herein shall alter, modify, limit, or restrict the procedures and standards applicable to the City’s review of applications for development orders or the City’s discretion under applicable law to approve or deny any development order application.

4. Continuation of Mediation. The Parties agree that either Party may request that the Parties reconvene the mediation.

5. Dismissal With Prejudice of Writ Action. If the City approves a final development order authorizing the Docking Facility and the development order becomes non-appealable, Landowner and the City shall stipulate for the dismissal of the Writ Action with prejudice with each Party to bear its own attorney's fees and costs. Nothing herein shall affect the City's discretion with respect to its approval or denial of development orders.

6. Mutual Release. If the City approves a final development order for the docking facility and the order becomes final and non-appealable, each Party, on behalf of itself and each of its current and former, officers, directors, employees, agents, attorneys, and representatives shall be deemed to have released the other party and its current and former officers, directors, employees, agents, attorneys, and representative of and from any claims, counterclaims, liabilities, demands, damages, and costs (including attorney's fees and costs) existing between the Parties as of the date of such approval.

7. Warranty of Authorized Signatories. The signatories hereto each represent and warrant to the other that he or she is competent and authorized to enter into the Agreement.

8. Compromise. This Agreement is the result of a compromise of a disputed claim or claims and, with the exception of the right to seek enforcement of this Agreement, shall never at any time or for any purpose be considered an admission of liability or responsibility on the part of either Party hereto, nor shall the payment of any sum of money in consideration for the execution of the Agreement constitute or be construed as an admission of any liability whatsoever by either Party, both of which continue to deny such liability and to disclaim such responsibility.

9. Notice of Breach. Prior to either Party initiating legal proceedings to enforce what it perceives to be a breach of this Agreement, notice shall be provided to the Party alleged to have breached the Agreement by written notification delivered by certified U.S. mail explaining the purported breach and providing the offending Party fifteen (15) days from receipt of notice to cure the purported violation. In the event the breach is not cured within the fifteen (15) day period, the Party providing notice may initiate proceedings to enforce the terms of this Agreement. Failure to bring such an action at the end of the notice period described herein shall not serve as a waiver of the right to seek enforcement. Notice under this section shall be provided to:

For Pointe Mezzanine, LLC:

Joseph Winkeler
981 US 98 East 3-164
Destin, FL 32541

For the City:

With copies to:

Gary K. Hunter, Jr., Esq.
Hopping Green & Sams, P.A.
P.O. Box 6526
Tallahassee, FL 32314

Kyle Baumann, Esq.
Anchors Smith & Grimsley
909 Mar Walt Drive No. 1014
Fort Walton Beach, Florida 32547

10. Attorneys' Fees. The prevailing Party in any proceeding to enforce or interpret the terms of this Agreement or otherwise arising out of or related to this Agreement shall be entitled to recover from the other its reasonable attorney's fees and costs, in addition to all other relief to which that Party may be entitled.

11. Construction of Agreement. This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. Accordingly, the Parties hereto acknowledge and agree that the Agreement shall not be deemed prepared or drafted by either Party, or the attorneys for either Party, and the Agreement shall be construed accordingly.

12. Governing Law. This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida. Exclusive jurisdiction and venue for any litigation brought pursuant to this Agreement shall be in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida, and the Parties do hereby specifically waive any other jurisdiction and venue.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons or entities connected with each of them, including, without limitation, their insurers, sureties, attorneys, consultants and experts.

14. Effective Date. The Parties hereto deem the Agreement to be immediately effective as of the last day on which the last Party executes the Agreement.

15. Counterparts. This Agreement may be executed in counterparts and so executed shall constitute one agreement which shall be binding upon the Parties, notwithstanding that the signatures of the Parties' designated representatives do not appear on the same page.

16. Entire Agreement. The Agreement contains the entire understanding among the Parties to the Agreement regarding the matters herein set forth and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties hereto relating to this Agreement which are not fully expressed herein.

CITY OF DESTIN

Dated: _____

GARY JARVIS, MAYOR

POINTE MEZZANINE, LLC

Dated: _____

By: _____
Its: _____

DRAFT

Rey Bailey

From: Matt Trammell <matt.trammell@gmail.com>
Sent: Friday, May 1, 2020 8:23 AM
To: Rey Bailey
Subject: Fwd: March 16, 2020 Council Meeting
Attachments: Summary of Code Violations.pdf; PLAT MAPS.pdf; Proposed Road Extension.pdf; Harbor Lane Parking Photos_.pdf

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Rey,

I previously submitted these documents for the Mar 16, 2020 City Council meeting (which was later cancelled and the agenda item pulled), but I don't see these documents included in the "Documents received from the public" listed on the City's website for the upcoming council meeting (May 4, 2020 Council meeting, Agenda Item 5). I am still unsure of the process for this meeting as I have not seen any updated guidance on submitting materials if we are unable to attend due to health concerns. Please let me know where I can find this information.

Regardless, please include these materials under "documents received from the public."

Thank you,

Matthew Trammell

----- Forwarded message -----

From: Matt Trammell <matt.trammell@gmail.com>
Date: Fri, Mar 13, 2020 at 3:46 PM
Subject: March 16, 2020 Council Meeting
To: Rey Bailey <rbailey@cityofdestin.com>

Rey,

I was informed no paper copies of information would be allowed at the upcoming City Council meeting; however, we could provide information via email. Will you please forward over the following documents so these can be entered into the record for the 604 Harbor Lane vacation item.

Please give me a call if I need to do anything further.

Thank you,

Matthew Trammell

Rey Bailey

From: Matt Trammell <matt.trammell@gmail.com>
Sent: Friday, May 1, 2020 10:56 AM
To: Council; Mayor
Subject: 604 Harbor Lane Vacation
Attachments: _Letter to Council.pdf; 1_2020-03-02 Speakers.pdf; 3_Harbor Lane Parking Photos_.pdf; 0_Proposed Road Extension.pdf; 2_Summary of Code Violations.pdf; 4_House Plans.pdf

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Mayor and Council,

I have attached a letter outlining the key points from the March 2, 2020 Council Meeting and following the request of some council members, I have prepared a solution that in my mind will actually SOLVE the problems being experienced by the applicant AND address the concerns of the residents. I cannot guarantee this will be acceptable to either party, but it does address their concerns and aims to solve all documented problems. Please consider this as a viable alternative/solution over the proposed partial vacation that does not solve these issues. In addition to my letter and proposed solution, I have also attached a few pdfs of photos or documents referenced in the letter. I realize this is a LOT of information to digest in a short time, but please do your best to review prior to the meeting. This is an extremely important issue. Once this public area is vacated, it will be lost forever. Public lands/access have already been vacated in Destin and attempts to vacate this specific ROW have occurred numerous times previously. Please listen to the voices of the neighborhood and do not degrade or reduce this access beyond its already small footprint. Please consider our children and the future generations of Destin. If the proposed solution does not work, the applicant can always reapply in the future. Thank you all for your consideration and for your hard work and dedication to enhancing the quality of life and sustainability of Destin.

Sincerely,

Matthew Trammell
850-585-5216

Mr. Mayor and Honorable Council,

First, I would personally like to THANK YOU for your continued service to our City and your commitment to enhancing the quality of life and sustainability of our City. Following the Council meeting on March 2, 2020 discussing the proposed vacation, it seems the entire room left disappointed and simply worn out. A historic neighborhood is potentially having one of their favorite beach/bay accesses degraded with visual obstructions/barriers, and a private homeowner was granted a vacation of public ROW with conditional restrictions on the proposed fencing and gate. To avoid an additional long and painful meeting at second reading, I wanted to see if there was anything I could do personally, to help provide clarity and present an additional option or compromise based on comments from the Council.

As such, I have provided a brief outline of my observations from the March 2, 2020 meeting and my opinions on public records I have reviewed. Following these points, I provide a potential solution that addresses these items.

1. **Property Rights:** To my knowledge, the majority of the Moreno Acres neighborhood supports the applicant (Mr. Krueger) being able to access and secure his property. However, they do not think a vacation is required to obtain this goal.
2. **Original Plats:** The Harbor Lane beach access was originally established in 1939 and later modified in 1957 and 1966; each plat dedicates to the public the streets, roads, and parks. The full ROW access is frequently utilized to this day and is critical to the quality of life of the neighborhood residents. This was actually a major selling point for many of us who purchased property in the Moreno Acres neighborhood. In fact, neighborhood elders attended the 2018 LPA meeting and testified the original intent of these accesses was to provide unobstructed water access to the internal lots and charter captains that used Joe's Bayou as a safe harbor.
3. **Neighborhood Detriment:** From testimony of neighborhood residents, they feel any visual obstruction or barrier within the ROW would be a detriment to the neighborhood. The vacation of ROW and any additional features within the vacated area such as fences, gates, vegetation, etc. would degrade the accessibility and result in a potential safety hazard (for example, having fences on either side of a very narrow "alley" creates a dangerous situation where individuals could be trapped by a predator).
4. **Neighborhood Detriment:** Please note, of the 38 speakers from the March 2, 2020 Council Meeting, 31 individuals (over 77%) OPPOSE the vacation. Of the OPPOSITION, over 96% live less than 2 miles (walking distance) from the access. Conversely, of the 7 individuals that SUPPORT the vacation, only 1 individual lives less than 2 miles from the access. See attached spreadsheet for the actual breakdown. Similar to "home rule," I would venture to say those that live within the neighborhood are most qualified to assess neighborhood detriment than those living elsewhere.
5. **Safety:** In addition to all the safety concerns expressed by the neighborhood residents who frequently utilize this access, the Sheriff's office has also raised safety concerns with the proposed fencing and obstructions. Notably, his review did not address additional other items that may

occur post vacation such as vehicles parking in the vacated driveway, vegetation along the fence line, etc. These items would likely also reduce the safety of residents using the access and make it more difficult for the Sheriff's office to patrol the area. In summary, the proposed vacation will likely reduce safety for those using the access.

6. **Parking:** The parking problem can be solved through increased enforcement, striping and signage. From the attached code enforcement documents and parking photos, parking issues have occurred since the applicant began construction of his home. Additionally, the continuation of individuals parking in the ROW along the road (by the applicant, their guests and other unwanted individuals) combined with the lack of enforcement appears to have reinforced this bad behavior and appears to be further encouraging the parking problem. For example, if the applicants guest park within the ROW and this situation is observed by the general public, it gives the appearance that parking within those areas are allowed or not enforced. We all understand his right to access and secure his property, but the current proposal does not guarantee any of these items. Mr. Bodi also testified that the gate will likely stop individuals from parking within the applicant's driveway, but it will not stop individuals from parking in the road and blocking his main driveway entrance. In other words, the proposed vacation does not solve the parking problem and it may make it worse by pushing the problem to his neighbors.

In addition, individuals with driveways that connect with the existing road in a perpendicular manner do not seem to have the same problems with people parking in or blocking their driveway. Again, if the applicant is granted the full vacation and a gate is installed, bad actors may still park at the end of the roadway and block his driveway (i.e., park in front of the gate). This activity would likely be further encouraged if the applicant's own visitors are observed parking in his driveway within or outside of his gate as has occurred in the past.

7. **Nefarious Activities:** It appears there are not a substantial number of police records/reports to support the nefarious activities mentioned at the meeting. The applicant also mentioned a burglary. Notably this burglary appears to have occurred during the construction of the applicant's home. I am certainly not trying to downplay this terrible event, but we should all realize burglary at a construction site is unfortunately somewhat common.

Regardless, we should ask ourselves, DOES THE PROPOSED VACATION DO ANYTHING TO SOLVE THE NEFARIOUS ACTIVITY? In my opinion it protects the property owner by allowing him to fence his entire property; however, it will likely encourage nefarious activity as there will be a partial obstruction to block criminals or bad actors from plain view. In fact, the Sheriff had commented that any barrier will make patrols more difficult and dangerous.

8. **City Infrastructure:** The City maintains public access features and infrastructure (e.g., seawall, stairs, benches, etc.) within the public ROW. How will City crews be able to access and maintain these features through the narrow access proposed (post-vacation and fence installation)?
9. **Precedent:** Will the proposed vacation set a precedent regarding vacations of public ROWs and beach accesses? This has already occurred once at Cross Street. Further, if the applicant's

neighbor complains of parking issues being shifted to his property, will the City then be forced to vacate the entire ROW and access? Please think long and hard on how others will take advantage of this City action for future vacations.

10. **Community Outreach:** The neighborhood has worked extensively with the applicant to find a compromise. Three options were presented in 2018 at the LPA meeting. The same three options were forwarded to Mr. Krueger in October 2019. The applicant's attorney continues to state Ms. Trammell provided and approved the proposed "Option 3"; however, the applicants attorney has not been able to produce this "record" (I personally requested all records provided by Ms. Trammell in prior testimony at LPA and Council meetings). Additionally, I also requested these records from City staff and was informed meeting minutes were not taken at the October 2019 meeting and staff were unaware of who prepared the drawing presented. Ms. Kopp did recall Ms. Trammell stating the neighborhood would support "Option 3" but she was not aware of the drawing Ms. Trammell was referring to. Ms. Kopp stated she did encourage the applicant and his attorney to follow-up with Ms. Trammell after the October 2019 meeting; however, there does not appear to be any follow-up records where the applicants actual submittal/drawings were provided to Ms. Trammell before or after the Oct 2019 meeting.

Please note, Ms. Trammell was simply trying to assist her neighbors by agreeing to meet with the applicant and working to find a compromise for the community. While those negotiations unfortunately deteriorated, I feel it is very unprofessional for the applicant's attorney and the applicants themselves to defame Ms. Trammell's reputation and character on the public record. Especially when they cannot produce these records they have referenced in their sworn testimony. The divisiveness and mudslinging amongst very few individuals within this wonderful, peaceful neighborhood is like nothing I have ever experienced before. It needs to end, and we all need to find common ground for the betterment of the community, most especially the future generations to come.

11. **Additional Concerns:** While the Council previously voted to approve the vacation with a non-opaque fence, we do not have any specifics regarding how "non-opaque" is defined or interpreted by staff. This could be a chain link fence or an aluminum bar fence with pickets placed every 1-2 inches. Both options will present a physical barrier along a narrow walking path and both will certainly obstruct the view and present safety hazards. Also, how will the stormwater be addressed? How can we ensure it won't be directed to the ROW and not affect the access? Finally, once the property is vacated, what is stopping the owner from planting large trees, shrubs, etc. along the property line that will become a visual barrier and further reduce the safety of the area?

I realize this is a TREMENDOUS amount of information, and I apologize if this is overwhelming; however, this is a very important issue for the current community as well as future generations. That being said, you are still left with the difficult decision of how to move forward. For those of you that know me, you also know I am not one to simply complain about issues. I am an engineer. I am a problem solver. I am always looking for ways to improve. And following the request of a few council members at the last meeting, I would like to propose a solution I feel will meet the needs of both parties and actually solve

problems, namely the potential for criminal activity and parking issues discussed by the applicant. I cannot guarantee that both parties will like the proposed solution (I understand the applicant is dead set on having a gate and the neighborhood does not like the idea of extending the road any significant length), but a good compromise is where both parties walk away feeling equally disappointed. I truly hope I have found that solution.

Proposed Solution

My recommendation would be Deny the Request for Vacation AND Pave the Road a sufficient distance to allow the applicant sufficient access to his property. The neighborhood may not like paving more than 40 – 50 ft, but my recommendation would be to pave a sufficient distance where he can tie in his driveway in a perpendicular manner (approximately 60 feet). Justification and reasoning for the proposed solution includes:

1. The applicant has mentioned at nearly all public meetings and generally stated that if the road was paved, we would not be in this situation.
2. It maintains access to the applicant's property and will allow him to connect his driveway with minimal cost. Please extend the road to allow him to connect his driveway perpendicular to the roadway as all others with perpendicular driveway connections do not seem to have the parking issues. From the applicant's survey, this is approximately a 60-ft road extension. He could leave his pavers south of the road (minimizing his effort and cost) and reuse them to widen his existing driveway (to the north) as is allowed by City code.
3. The visual sightlines will remain unimpeded. This will allow neighborhood residents (young and old) to continue using the access as they have and continue to feel safe by doing so without additional visual impediments or physical barriers that will likely reduce safety.
4. The applicant can also install a privacy fence/gate along his property line as is allowed by City code to protect and secure his property.

In addition to paving the road, implementing the following measures/actions will likely solve all the problems that seem to be occurring.

1. Increased involvement/patrols from the sheriff's office, code enforcement, and towing companies to address parking issues and nefarious activities. Of note, with the road paved and the sightlines remaining free from obstructions, this should make the Sheriff's and Code Enforcement's job much easier.
2. Allow the applicant to install a sliding gate / privacy fence along the ROW line similar to his existing fence and his neighbors. Currently he is allowed an 8' tall fence along the property line, but I would support a 10' fence if that would help ease his safety concerns.
3. Stripe the roadway at the last 50' to 100' to clearly indicate NO PARKING at the streets end. This will benefit Mr. Krueger as well as his neighbors.
4. Install additional signage along the roadway indicating "No Parking", "Private Driveway No Parking", or similar.
5. Install lighting along the roadway and at the end of the road. I suggest you work with Mr. Krueger and the neighboring property owner to install the lighting such that it does not affect their

property (i.e., install the lighting with shields such that it illuminates the road and access but does not affect their property). As Mr. Bagby stated, lighting tends to scare off the roaches.

6. Install cameras or other security system to monitor the access and roadway. Place signs indicating the presence of cameras to further deter nefarious activity and illegal parking.
7. Allow the neighborhood to implement an "Adopt the ROW" (or access) program so neighbors can become more invested in the maintenance and wellbeing of the ROW and access.

In summary, PLEASE DO NOT VACATE THE ROW. While this will certainly benefit the applicant by increasing his property value and providing additional parking and acreage (see attached house plans provided by the City), it does nothing to solve the numerous problems you have heard about. Further it does nothing to enhance the health, safety and welfare of the neighborhood or other Destin residents. Conversely, you have heard directly from the neighborhood residents that this will actually decrease their quality of life, their safety and it will be detrimental to the neighborhood.

You have heard seemingly convincing arguments from the applicant's attorney, and you have not been presented any additional options. Rightly, the applicant's attorney is hired to serve the interest of the applicant. His primary interest is not the health, safety and wellbeing of the City or their residents. This is simply not his job. Likewise, the City's staff's role is to assess an application as presented, not to provide alternatives. However, there is a reason City Council maintains the final vote on these matters. You have in your control the power to deny this request and find balance that benefits not one single property owner, but the entire community. Please also consider our children and the future generations to come. This town was built on the waterfront. It is our heritage and the lifeblood of the future. Please maintain this access in its full capacity so that our children and future generations will know, understand, and appreciate these waterfront areas and resources.

Please strongly consider the proposed alternative. From all the testimony I have witnessed over the last 2+ years, I TRULY BELIEVE THIS IS THE BEST SOLUTION FOR THE ENTIRE COMMUNITY, the applicant, the neighborhood, and all of Destin. While you will be hard pressed to find a solution that pleases all parties, in my opinion, this alternative will certainly meet the needs of all parties as well as the City's vision to expand beach access and increase quality of life.

THANK YOU again for all you have done and continue to do for our City. Your hard work and dedication to enhancing the quality of life and sustainability for Destin and its future generations is much appreciated!

Sincerely,

Matthew Trammell

735 Planet Drive

(850) 585-5216

City of Destin Council Meeting
3/2/2020

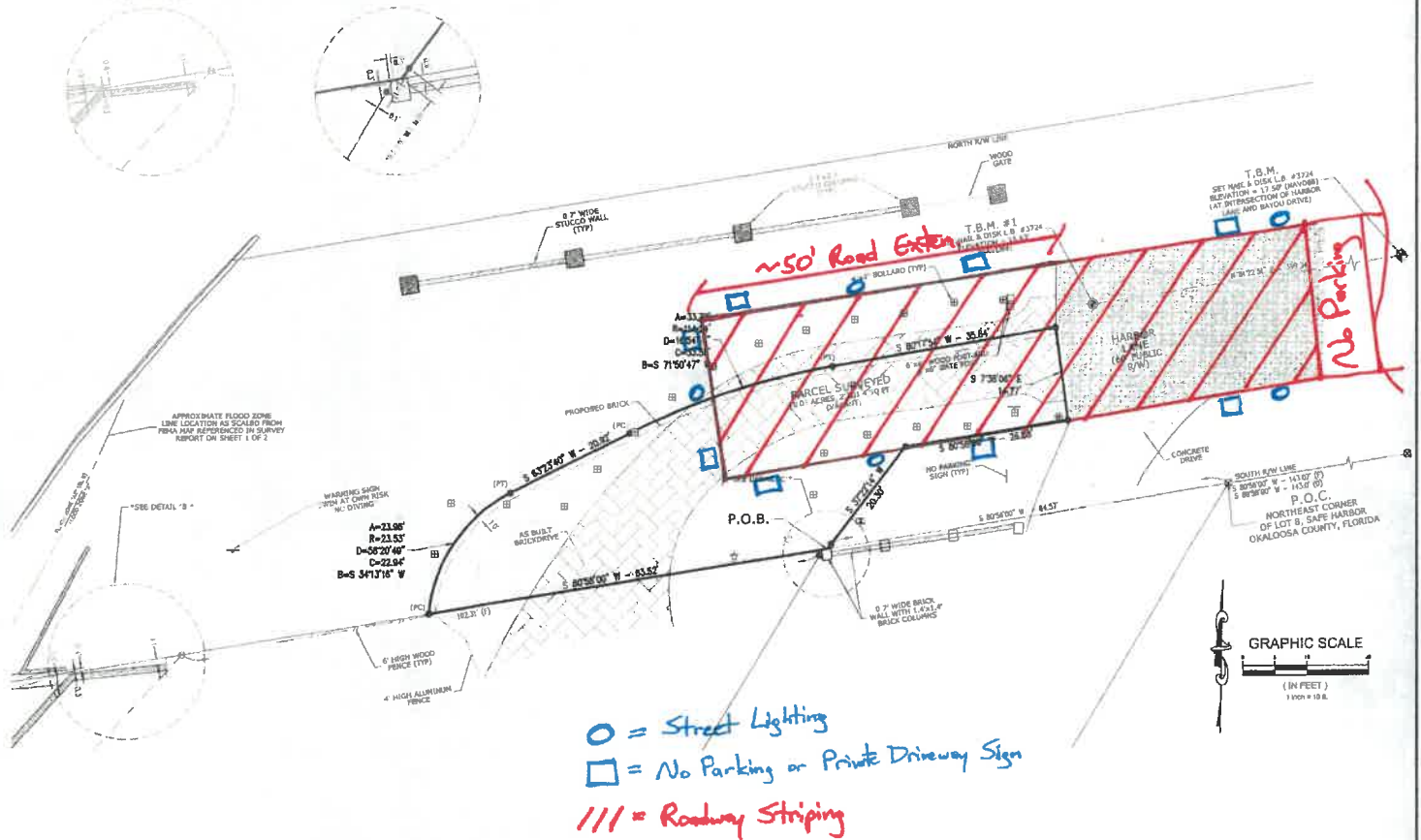
Public Comments

Speaker	SUPPORT or OPPOSE the Vacation	Address	Do they live less than 2 miles of the Harbor Lane Access
Jim Lacross	OPPOSE	812 Bayou Drive	YES
Al Gardner	OPPOSE	Planet Drive	YES
Mark McGourick	OPPOSE	721 Planet Drive	YES
John Green	OPPOSE	3792 Indian Trail	YES
Robert and Sunny Gilmore	OPPOSE	812 Mars Street	YES
Scott Murry	OPPOSE	3896 Indian Trail	YES
Joanne Bouchillon	OPPOSE	720 Planet Drive	YES
Sandy Trammell	OPPOSE	3823 Indian Trail	YES
Kim Destin	OPPOSE	717 Harbor Lane	YES
Mr. Davis (Paver Company)	SUPPORT	Baker, FL	NO
Rob Bouchillon	OPPOSE	720 Planet Drive	YES
Karl Trammell	OPPOSE	3823 Indian Trail	YES
Blake Krueger	SUPPORT	227 Mattie Kelly Blvd	NO
Tommy Carter	OPPOSE	3813 Indian Trail	YES
Summer Jerozowitz	OPPOSE	804 Jupiter Street	YES
Alan Rogers	SUPPORT	4744 Paplaya Park	NO
Brian Otto	OPPOSE	3826 Indian Trail	YES
Michelle Boswell	OPPOSE	420 Oak Harbor Lane	YES
Joan McClullan	SUPPORT	4488 Luke Avenue	NO
Marci Bell	OPPOSE	3 Gulf Breeze Court	NO
Theresa Hebert	OPPOSE	716 Main Street	YES
Becky Pritchard	OPPOSE	145 Timber Court	YES
Ann Broker	OPPOSE	4066 Indian Trail	YES
Msgt Demila Sorrow	POSITION UNCLEAR	3882 Sand Dune Court	NO
Kerry Harbarger	OPPOSE	Springlane	YES
Matthew Trammell	OPPOSE	735 Planet Drive	YES
Ted Love	SUPPORT	3845 Indian Trail	YES
Don Lickdafeld	OPPOSE	3795 Indian Trail	YES
Jim Bagby	OPPOSE	4709 Sea Star Vista	NO
Kristen Reager	OPPOSE	790 Bayou Drive	YES
Bill Kilpatrick	SUPPORT	4081 Indian Bayou North	NO
Guy Tadlock	OPPOSE	Norriega Drive	NO
Nate Beard	SUPPORT	322 Sterling Court	NO
Amanda Belcher	OPPOSE	6 Pine Ridge Trace	YES
Jackie Gibson	OPPOSE	780 Bayou Drive	YES
Ryder Kenny	OPPOSE	809 Jupiter Street	YES
Jianna Rapert	OPPOSE	707 Main Street	YES
Jason Klausterman	OPPOSE	1014 Airport Road	YES
Bill and Ann Shirah	OPPOSE	812 Jupiter Street	YES
TOTAL POSITIONS	38		
TOTAL OPPOSE	31	TOTAL OPPOSE	28
TOTAL SUPPORT	7	TOTAL SUPPORT	1
OPPOSITION	77.4%		96.4%
SUPPORT	22.6%		3.6%

BOUNDARY SURVEY

DETAIL "B"
SCALE 1" = 10'

DETAIL "C"
SCALE 1" = 5'



GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft.

SHEET 2 OF 2

11-15-18	ADDC BRICK DRIVE - RL	
8-27-18	REVISED BOUNDARY - RL	
DATE	REVISION	BY

SEE SHEET 1 OF 2 FOR
SURVEY REPORT, LEGEND
AND CERTIFICATIONS

DARYL E.W. BURGIS FLORIDA LICENSED SURVEYOR & MAPPER #1980
EMERALD COAST ASSOCIATES, INC., L.B. # 3724

18-289B

www.eccs.com
327 COUNTY HIGHWAY 369 SOUTH
SANTA ROSA BEACH, FLORIDA 32686
PH: (850) 287-0473 FAX: (850) 287-0879

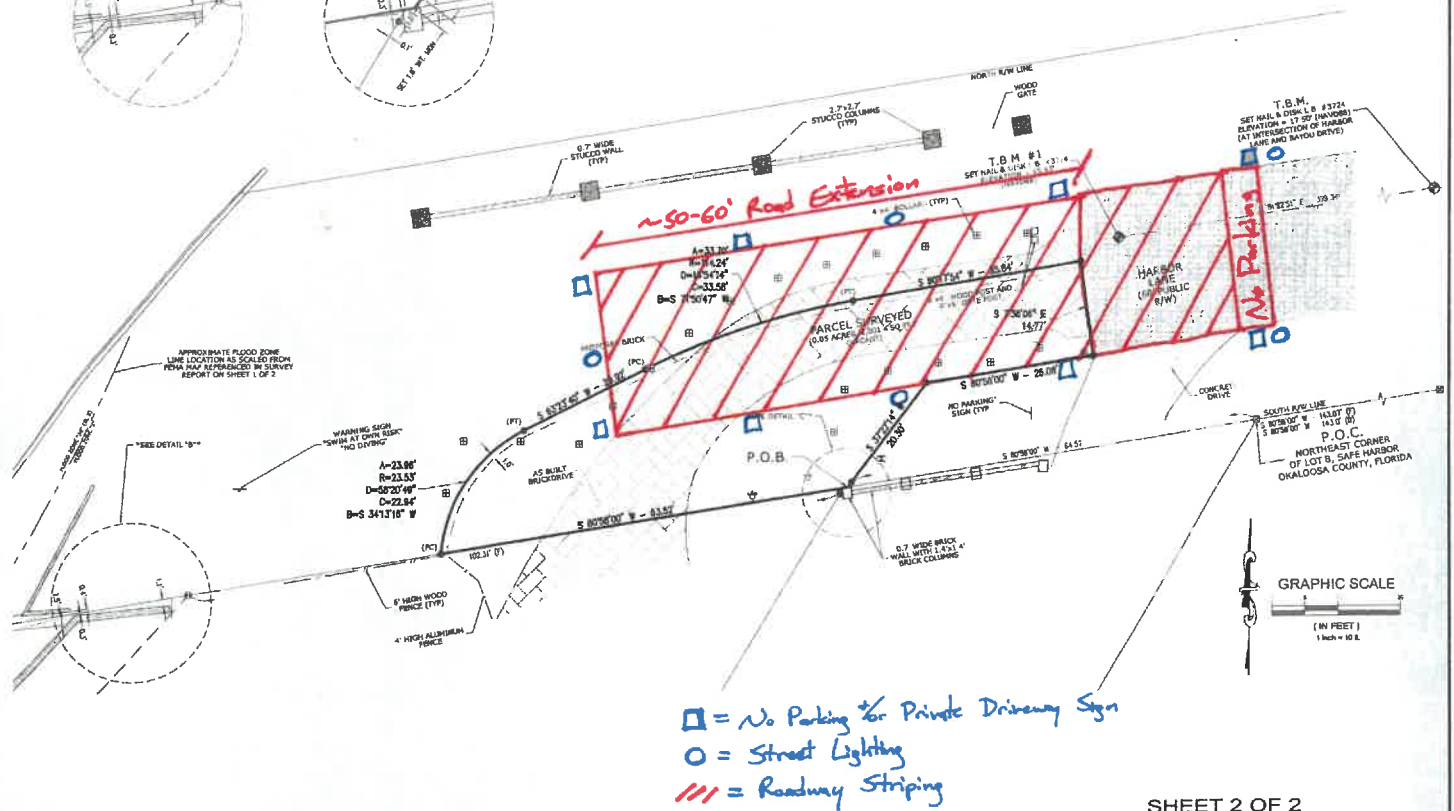
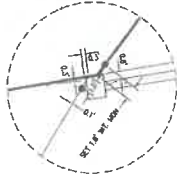
Emerald Coast Associates Inc.
Land Planning • Engineering • Surveying
Since 1979

SCALE: 1" = 10' DWG. DATE: 11-13-18
DRAWN BY: J.T.H. FIELD DATE: 11-8-19
PROJECT: 18-299 FIELD BOOK(S):
2177, PAGES 24-28 (48)
2245, PAGES 58-60 (48)
22256, PAGES 14-16 (86)
ORDER: 18-1504
FILE: 18-299/08/1.dwg

BOUNDARY SURVEY OF A PORTION OF LAND IN
UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE
22 WEST, OKALOOSA COUNTY, FLORIDA.

FOR: TIM KRUEGER

DETAIL "C"
SCALE: 1" = 5'



- = No Parking & Private Driveway Sign
- = Street Lighting
- /// = Roadway Striping

SHEET 2 OF 2



www.ecr-fl.com
327 COUNTY HIGHWAY 393 SOUTH
SANTA ROSA BEACH FLORIDA 32469
PH. (850) 287-0473. FAX (850) 287-0678

Emerald Coast Associates Inc.
Land Planning • Engineering • Surveying
Since 1979

SCALE: 1"= 10'	DWG. DATE: 11-13-19
DRAWN BY: J.T.H.	FIELD DATE: 11-8-19
PROJECT: 15-299	FIELD BOOK(S):
ORDER: 15-1504	2177, PAGES 24-28 (MB)
	2245, PAGES 59-60 (AB)
	22256, PAGES 14-16 (RB)
FILE: 15-299\DRG\1.dwg	

BOUNDARY SURVEY OF A PORTION OF LAND IN
UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE
22 WEST, OKALOOSA COUNTY, FLORIDA.

FOR: TIM KRUEGER

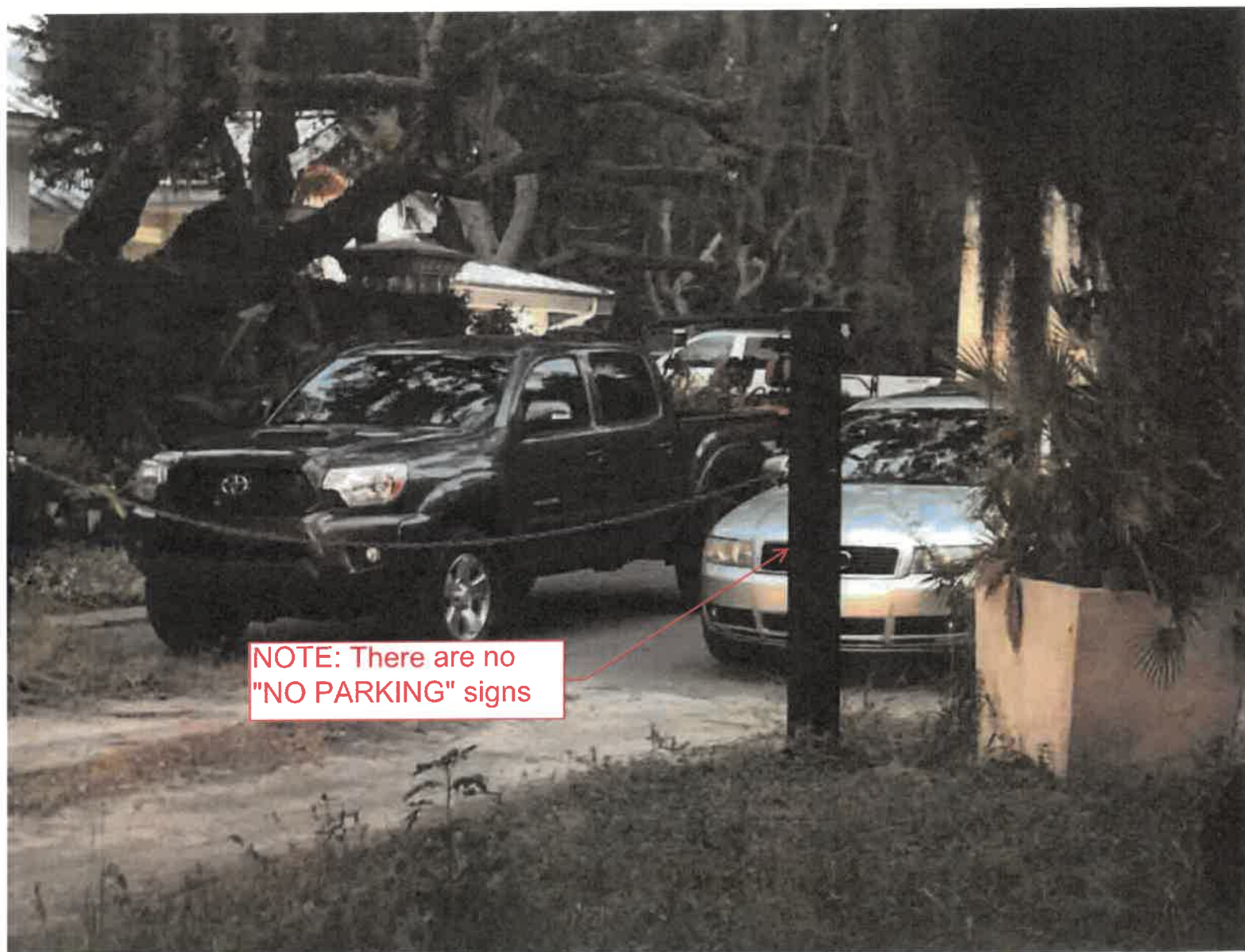
11-13-19	ADDED BRICK DRIVE - NLR	
8-27-19	REVISED BOUNDARY - NLR	
DATE	REVISION	BY

SEE SHEET 1 OF 2 FOR
SURVEY REPORT, LEGEND
AND CERTIFICATIONS

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

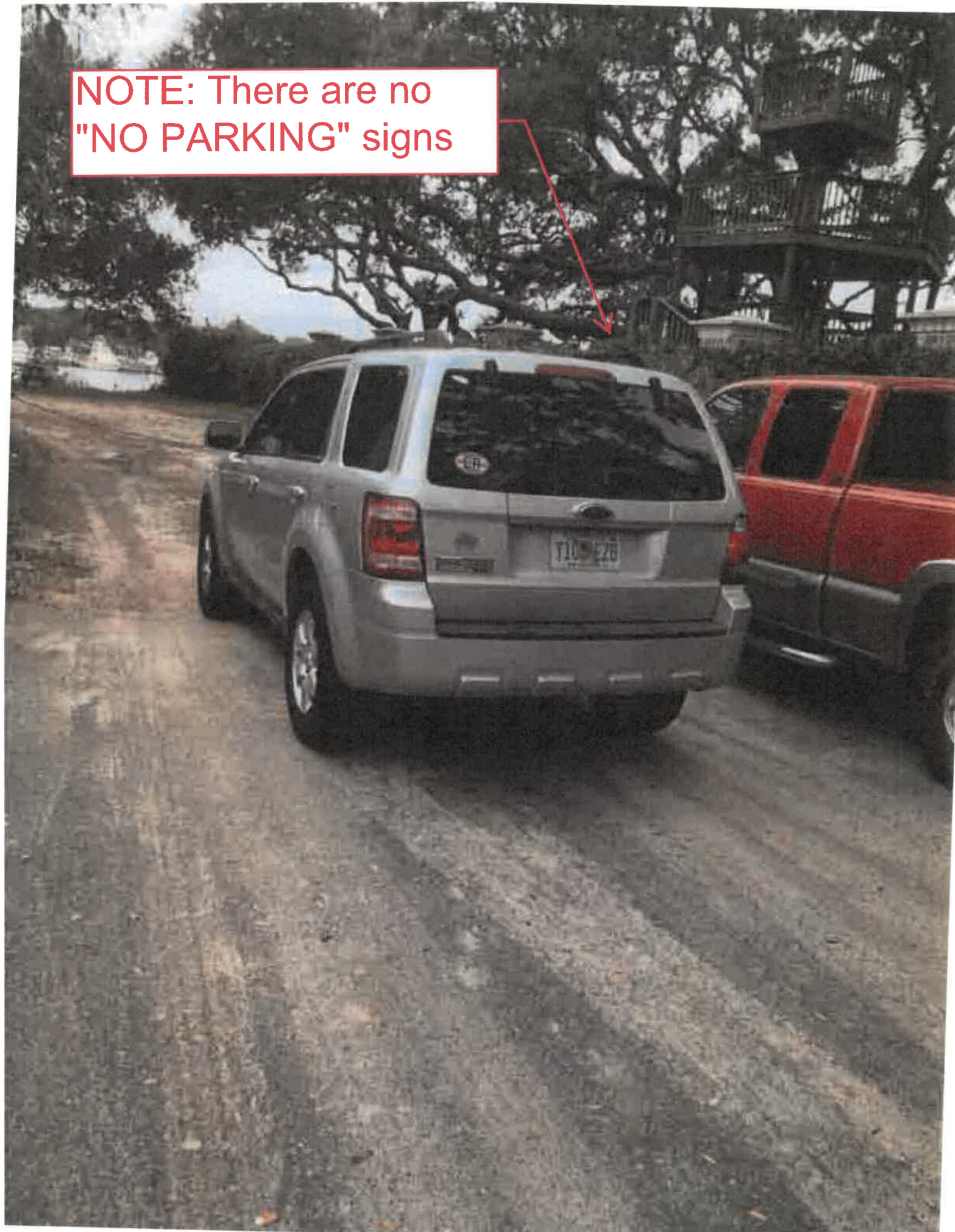
16-299B)

PLANS



NOTE: There are no
"NO PARKING" signs

NOTE: There are no
"NO PARKING" signs





Construction vehicles
parking behind "No
Parking" sign, blocking
beach access

Applicant's car

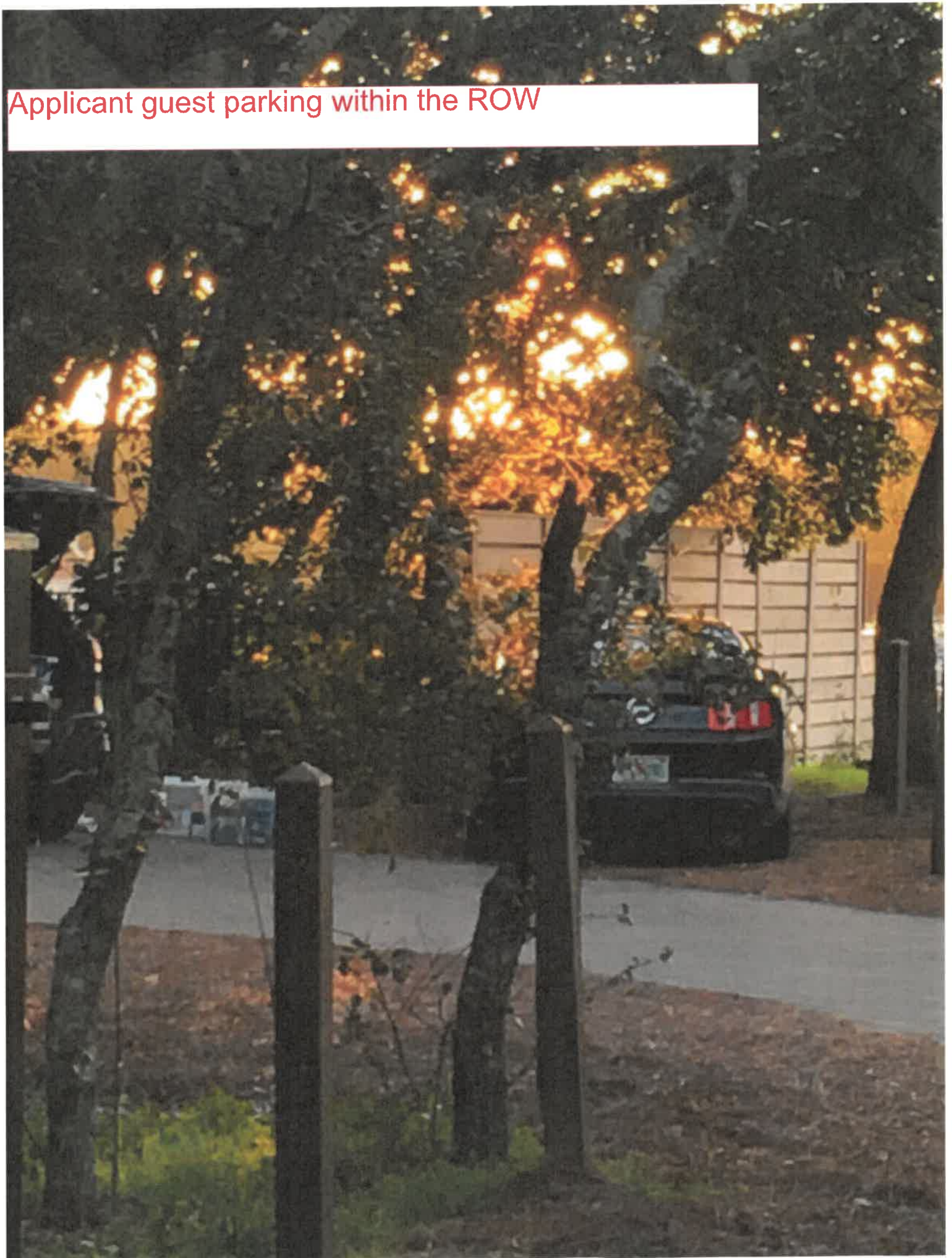






Applicant guest parking within the ROW behind No
Parking Signs

Applicant guest parking within the ROW



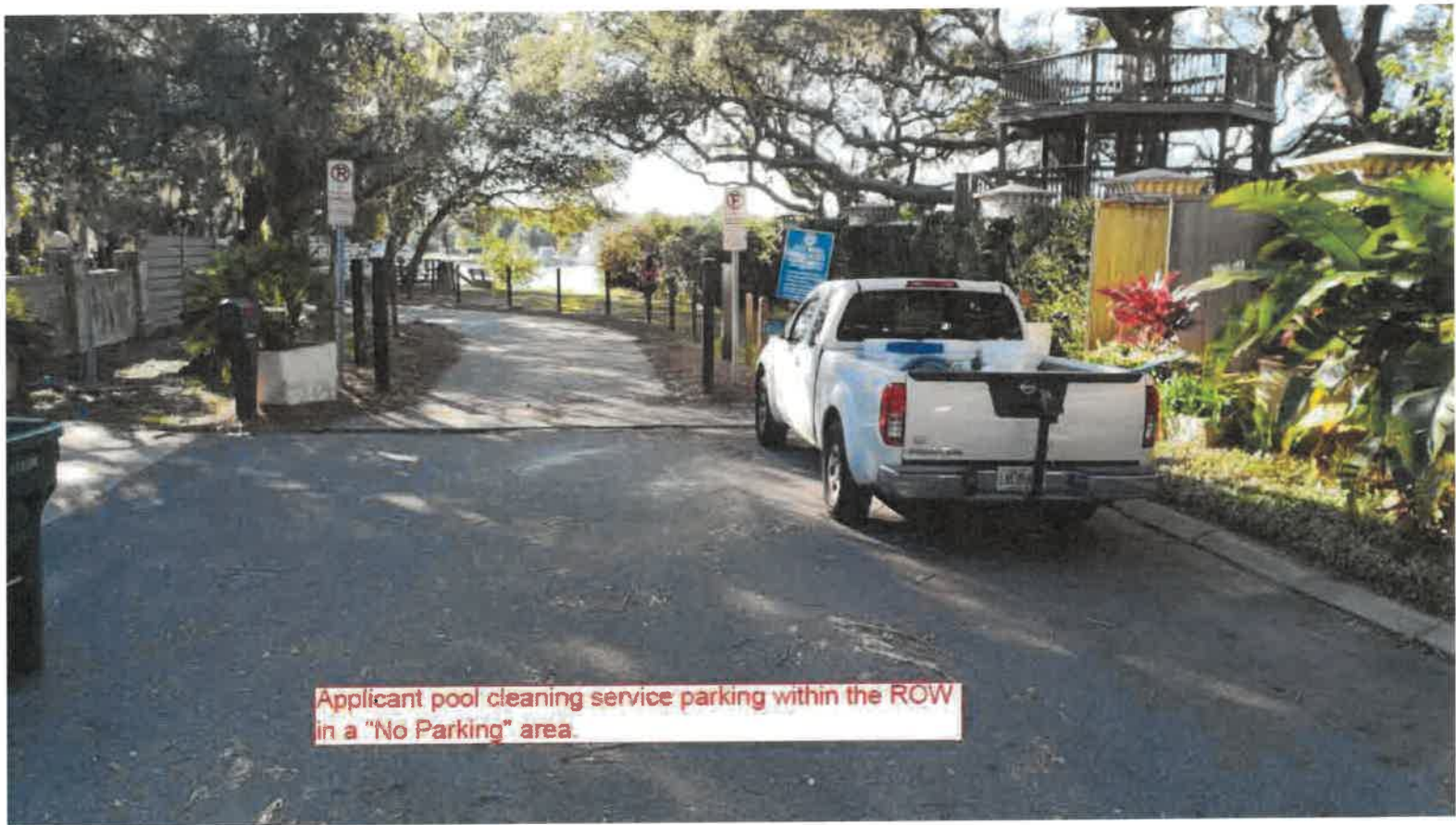


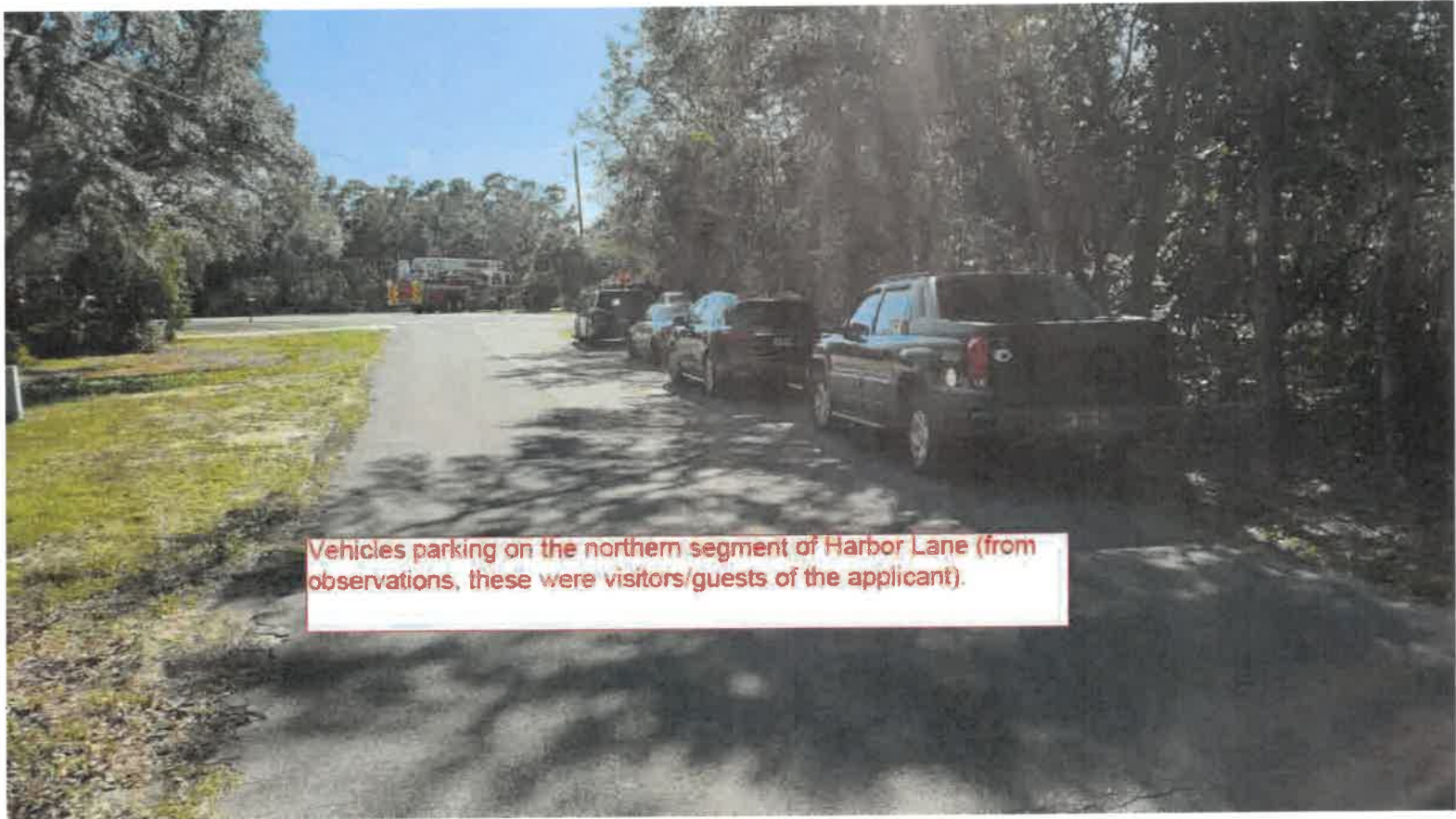


Truck parking within the ROW (notice this truck was also parked in the applicants driveway previously)









DESCRIPTION

A parcel of land in Township 2 South, Range 22 West at the permanent reference monument on the west line of the Secord East Road adjoining to Destin, Florida, as filed in the plat book of Okaloosa County, Florida, thence with south boundary of the right-of-way of State Road Number 115 a distance of 1900.0 feet, thence north 15° 49' east a distance of 100 feet to the north boundary line of the right-of-way of said State Road Number 115 and the centerline of a projection of Main Street of the land hereon subdivided, thence continue north 15° 49' east a distance of 200 feet, thence north 0° 31' west a distance of 1465.6 feet, thence north 2° 45' west a distance of 3,296.9 feet, being the point of beginning of the subdivision and the center line of Main Street. Thence continue north 2° 45' west a distance of 603.6 feet, thence with west line of Bayou Drive north 45° 17' east a distance of 250 feet, thence north 87° 05' west a distance of 768.5', thence north 46° 48' west a distance of 1426.9 feet, thence north 5° 03' west a distance of 1731.1 feet to a point on the south line of Cobbs Point Drive, thence south 55° 34' west a distance of 340.7 feet, more or less, to the waters of Joe's Bayou, thence southerly following the meanderings of the east line of Joe's Bayou and of the Marsh at the head thereof to a point referenced south 87° 17' west of and at a distance of 1418.3 feet from the point of beginning, thence north 87° 17' west a distance of 1446.3 feet to the point of beginning.

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, Mallory B. Barrow, County Clerk of Okaloosa County, Florida, hereby certify that the within plat being presented to the Board of County Commissioners of said County at their meeting held on the 11th day of July, 1935, was approved for filing by said Board and I, as clerk of said Board, was by it instructed to file hereon.

COUNTY CLERK,
OKALOOSA COUNTY, FLORIDA

COUNTY CLERK'S CERTIFICATE

I, Mallory B. Barrow, County Clerk of Okaloosa County, Florida, hereby certify that this plat complies with all the requirements of the Plat Act Chapter 10275 of the 1925 Acts of the Legislature of Florida and the same was filed for record the 11th day of July, 1935, and filed in the plat book of said County.

CLERK, CIRCUIT COURT,
OKALOOSA COUNTY, FLORIDA

State 17'-11" indention and
a return 40 feet of lot 35
Unsubdivided
Restoration Book 65 Page 674
By Reynolds
By Reynolds a. Reynolds Clerk

FIRST JOE'S BAYOU ADDITION TO TOWN OF DESTIN OKALOOSA COUNTY, FLORIDA

CH. OVERMAN, JR. BAGDAD, FLORIDA

JUNE 1, 1935

ENGINEER'S CERTIFICATE

The undersigned hereby certifies that he has caused this plat to be made, that said plat is a correct representation of the land hereon described, that said land has been surveyed and staked as indicated, that permanent reference monuments (indicated R.M.) have been placed as required by Plat Act Chapter 10275, that sign (1) means feet.

Ch. Overman, Jr.
FLORIDA REGISTERED SURVEYOR

DEDICATION

Know All Men by These Presents: That Destin Realty Company, a Florida corporation, owner of the lands hereon subdivided, hereby dedicates to the public the streets, roads and parks as designated on this said plat and also Main Street, Bayou Drive and Harbor Lane, each 100 feet wide and the 40 ft. wide Cobbs Point Drive designated hereon, reserving to itself, its successors and assigns all rights of reversion should said streets, roads or parks be vacated by the public, in accordance with law.

In Witness Whereof, said corporation has hereunto set its hand and seal on this the 1st day of June, 1935.

Signed, sealed and delivered in the presence of:
W. H. Overman

DESTIN REALTY COMPANY

W. H. Overman PRESIDENT

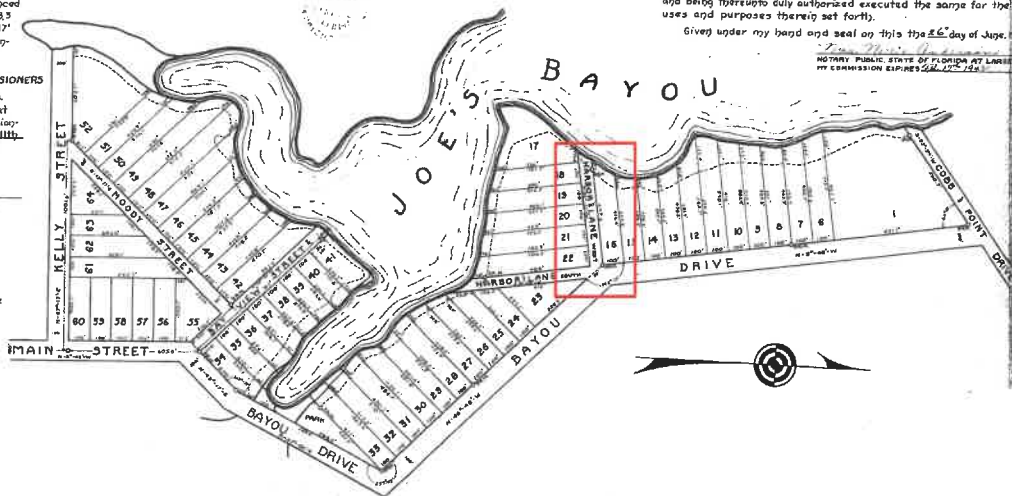
ATTEST: W. H. Overman SECRETARY

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before the subscriber personally appeared Tyler Calhoun and L. Kelly, well known to me to be the respective president and secretary of the Destin Realty Company, a Florida corporation, and the individuals so described in and who so executed the foregoing dedication and they acknowledged that they are duly officers and being thereto duly authorized executed the same for the uses and purposes therein set forth.

Given under my hand and seal on this the 1st day of June, 1935.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 22nd JULY 1935



Joe's Bayou

1-192

SAFE HARBOR

Being a Replat of Lots 17, 18, 19, 20, 21, 22, 23, 24, & the Westerly 600 ft. of Lot 25 of First Joe's Bayou Addition to the Town of Destin, Okaloosa County, Florida; as recorded in Plat Book 1 at Page 19 1/2 of the Public Records of Okaloosa County, Florida.

DESCRIPTION:
Lots 17, 18, 19, 20, 21, 22, 23, 24, & the Westerly 600 ft. of Lot 25 of First Joe's Bayou Addition to the Town of Destin, Okaloosa County, Florida; as recorded in Plat Book 1 at Page 19 1/2 of the Public Records of Okaloosa County, Florida.

DEDICATION:
State of Florida:
County of Okaloosa.
Know all men by these presents that Donald W. Dick and Delta R. Dick, wife, owners of the lands shown herein have caused said lands to be subdivided and Platted, do hereby dedicate to the use of the Public all Streets, Roads or other Public Places as shown, in Fee Simple.

Witness: And C. Cook
Witness: Donald W. Dick

Seal: And C. Cook
Seal: Donald W. Dick

ACKNOWLEDGMENT:
State of Florida:
County of Okaloosa.
Before me a Notary Public, personally appeared Donald W. Dick and Delta R. Dick, man and wife, to me well known and known by me personally to be the persons who executed the foregoing Dedication of their free will and deed for the purposes therein expressed.
Witness my hand and seal this 1st day of June, 1966.

Notary Public And C. Cook
My Commission Expires 1-1-67

SURVEYORS CERTIFICATE
I hereby certify that the lands shown herein were surveyed, subdivided and laid out under my direction and that the Plat shown herein is a true and correct representation thereof. I further certify that permanent reference markers (P.R.M.) have been set as required by Chapter 10215, Laws of Florida, Acts of 1955.

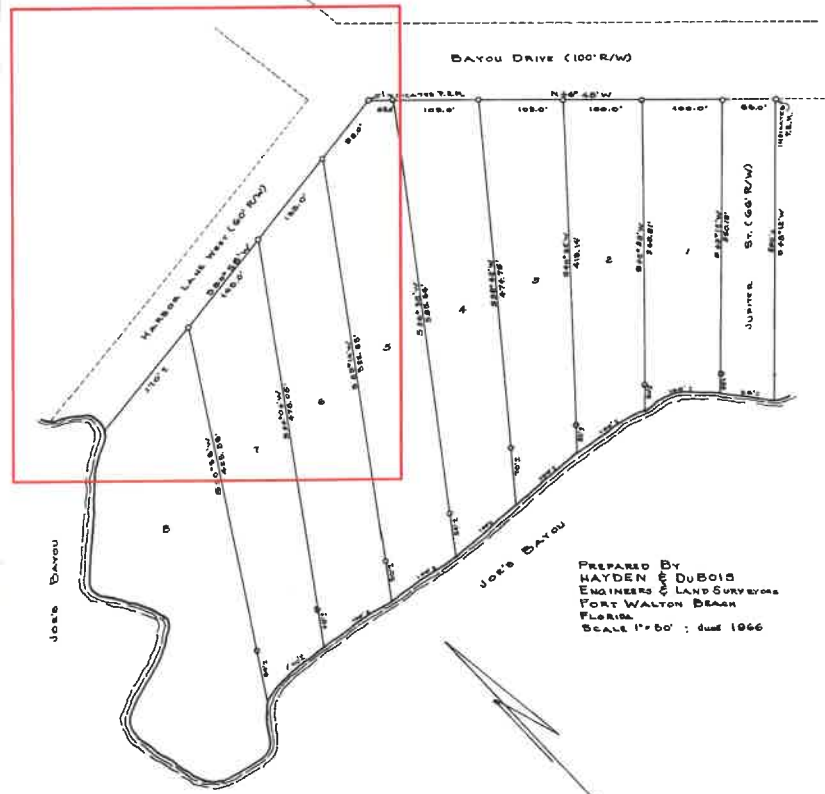
Edith J. Dyer
Edith J. Dyer
Reg. Land Surveyor No. 1126

APPROVAL OF BOARD OF COUNTY COMMISSIONERS:
This certifies that this Plat was presented to the Board of County Commissioners of Okaloosa County, Florida, and was approved by them on the 28 day of June, 1966.

FILING CERTIFICATE:
I, Cecil W. Anchors, Clerk of the Circuit Court of Okaloosa County, Florida, do hereby certify that this Plat conforms to the provisions of Chapter 10215 Laws of Florida, Acts of 1955, and is hereby filed in the Official Records of Okaloosa County on this 28 day of June, 1966, in Plat Book # at Page 31.

Cecil W. Anchors
Cecil W. Anchors
Clerk of the Circuit Court

PREPARED BY
HAYDEN & DUBOIS
ENGINEERS & LAND SURVEYORS
FORT WALTON BEACH
FLORIDA
SCALE 1"=50' : dmd 1966



Safe Harbor
4-31

CODE VIOLATIONS

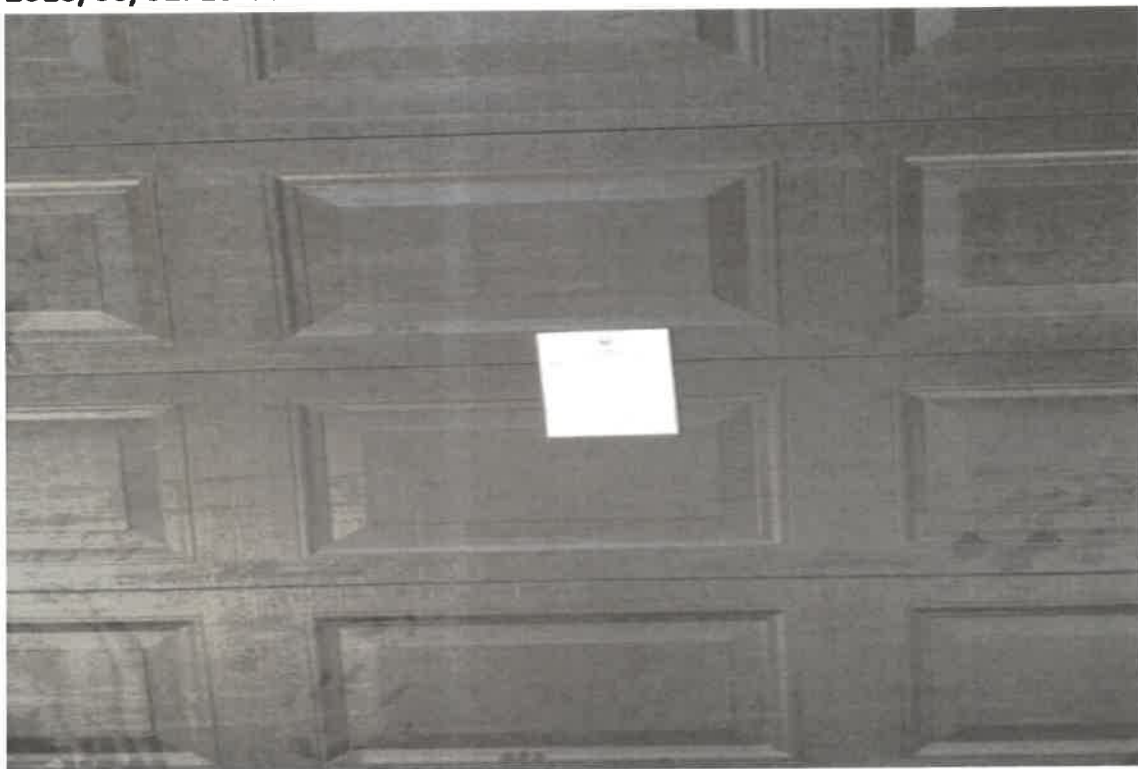
Summary of Code Violations

Number	Open Date	Close Date	Description / Summary
1	2017/12/18	2017/12/19	went out to 604 Harbor Lane to address a parking complaint. Upon investigating the allegations, Donald and I met with the Kevin Miller of Gary Miller Homes. He informed us that the owner (Timothy Krueger) had made arrangement to have the vehicles in question stage at the location. Mr. Miller stated that he was not aware of whom this arrangement was with. Attached are the photographs taken of the signage and the vehicles as well as a screenshot of Property Appraiser's card. Posted on the signs instructed that parking violations be addressed by the sheriff's office along with state statues.
2	2018/06/01	2018/06/04	Park sign damaged, chain along driveway,
3	2018/07/18	2018/07/19	Illegal Parking
4	2018/08/23	2018/08/31	Illegal dumping of blue foam from pool finishing. Blue discharge is from pool company finishing pool. Spoke to the owner of Jeff Pools (Jeff) and told him it needs cleaned up because it could possibly wash into Bayou, he said he'll send his guys out there. I emailed him (Jeff) pictures along with an emailed warning.
5	2019/02/11	2019/02/11	Discharge of pool water into Bayou
6	2019/04/09	2020/01/21	Illegal installation of power pole, camera, gate, rope fencing, etc.
7	2019/05/02	2019/05/02	Dogs at the access area
8	2019/07/06	2019/06/06	Loud music across bayou
9	2019/08/23	2019/08/29	Concern over potential dredging in the access area

2017/12/18 – Case No. 17-002066



2018/06/01: 18-001456





2018/08/23 Case No. 18-001776 (Blue Foam from pool finishing)



Rey Bailey

From: Sommer Jarosewicz <sommertime77@icloud.com>
Sent: Friday, May 1, 2020 11:45 AM
To: Rey Bailey
Subject: Fwd: 3-16-2020 council mtg (vac.of ROW)

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Sent from my iPhone

Begin forwarded message:

From: Sommer Jarosewicz <sommertime77@icloud.com>
Date: March 12, 2020 at 10:04:31 AM CDT
To: rbailey@cityofdestin.com
Subject: 3-16-2020 council mtg (vac.of ROW)

My name is Sommer Norwood Jarosewicz. My address is 804 Jupiter Street. My family has enjoyed this ROW access for over 18 years.

Police Reports for the past five years at and around this location show that 0 arrests have been made. It is evident that Harbor Lane is just as safe as every other street in Moreno Acres. We just have VERY LITTLE crime!!

While every owner deserves access to their driveway and their property..... I do Not believe this property needs to be secured in the manor that's being requested by the new resident. Therefore I do NOT support a vacation of ROW.

I turned in police reports for the past five years for Harbor Lane at our prior council mtg should anyone want to take a look at the records. You will see that there are less than a handful of parking complaints and 0 parking complaints in 2019 to current. Reports also show our OCPD watch orders have increased tremendously since we requested them after our mtg in August 2018. Each time an officer drives by the location it is recorded. There are nearly 100 watch orders for 2019!

Thank You for your time.

Sommer Norwood Jarosewicz
850-259-1901

Sent from my iPhone

Rey Bailey

From: Sommer Jarosewicz <sommertime77@icloud.com>
Sent: Friday, May 1, 2020 12:24 PM
To: Rey Bailey
Subject: Re: March 16, 2020 Council Meeting

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Thank you so much for your quick response! I just resent my email from the previous cancelled council mtg. to be included in councils packets for the upcoming mtg.

Thanks again

Sommer Jarosewicz
804 Jupiter Street

Sent from my iPhone

On May 1, 2020, at 12:08 PM, Rey Bailey <rbailey@cityofdestin.com> wrote:

Ms. Jarosewicz,

Attached is the flyer of ways citizens may participate in the meeting.

Below is the link to the press release for Monday night's city council meeting.

<https://www.cityofdestin.com/CivicAlerts.aspx?AID=886>

Please forward any materials you wish to be added to the May 4th agenda before the end of this week. The agenda will be republished first thing Monday morning. Thanks

Regards,

Rey

Rey Bailey
City Clerk
City of Destin
Phone: (850)837-4242
Fax: (850) 837-3267
E-Mail: rbailey@cityofdestin.com

Hi my name is Sommer Jarosewicz. I have a few questions I need help answering. Since it has been decided to go ahead with the city council mtg regarding the Krueger property and our neighborhood water access..... will we be allowed to attend in person still? If so what accommodations will be made for the attendees as well as the ones who are not able to attend due to compromised immune system? Will they be able to watch and speak still on line? If so can you let us know how to attend that? We have many elderly people in Moreno Acres area who won't be able to attend and are not very tech savvy. Also I submitted an email to you a week prior to the second council mtg that got cancelled. Will my email and information I sent then still be in the council's packet and documents for the current council meeting?

Thank you.

Sommer Jarosewicz 850-259-1901 sommertime77@icloud.com

Sent from my iPhone

"Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure."

<Electronic Meeting Flyer with Sworn Testimony_.pdf>

Rey Bailey

From: Sommer Jarosewicz <sommertime77@icloud.com>
Sent: Friday, May 1, 2020 11:56 AM
To: Rey Bailey
Subject: City council mtg regarding neighborhood park in Moreno acres

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi my name is Sommer Jarosewicz. I have a few questions I need help answering. Since it has been decided to go ahead with the city council mtg regarding the Krueger property and our neighborhood water access..... will we be allowed to attend in person still? If so what accommodations will be made for the attendees as well as the ones who are not able to attend due to compromised immune system? Will they be able to watch and speak still on line? If so can you let us know how to attend that? We have many elderly people in Moreno Acres area who won't be able to attend and are not very tech savvy. Also I submitted an email to you a week prior to the second council mtg that got cancelled. Will my email and information I sent then still be in the council's packet and documents for the current council meeting?

Thank you.

Sommer Jarosewicz 850-259-1901 sommertime77@icloud.com

Sent from my iPhone

Rey Bailey

From: Joanne <joanne.bouchillon@aol.com>
Sent: Friday, May 1, 2020 5:06 PM
To: Rey Bailey
Subject: Fwd: Harbor Lane Vacation
Attachments: Ordinance 20-07-CN Harbor Lane Council 2 Pkg.pdf

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Sent from my iPhone

Begin forwarded message:

From: Joanne <joanne.bouchillon@aol.com>
Date: May 1, 2020 at 5:04:31 PM CDT
To: Joanne <joanne.bouchillon@aol.com>
Subject: Fwd: Harbor Lane Vacation

Mr. Bailey,

Attached is the information I previously sent over in March requesting it be given to the Council members prior to the second reading. From what I understand, everything anyone ever sent in and requested to be included was not archived to be put forward once the city and council rescheduled this meeting that they cancelled?

Since yesterday was the first notice anyone who has been following this process received and response was, everything had to be submitted by end of the week (today), again it did not leave any time nor near sufficient notice.

I know when I say this, this is very unfortunate way of notifying your constituents and at best, poor public interaction for an issue that the city has known is a hot topic for hundreds of residents giving less than 24 hours notice to submit. Very disappointing and really not a good practice for public meetings where the community has a vested interest.

Please add my attached documents to be put forth to City Council members for the second reading of the Harbor Lane Partial vacation of ROW.

Kind regards,
Joanne Bouchillon

Sent from my iPhone

Begin forwarded message:

From: joanne Bouchillon <joanne.bouchillon@aol.com>
Date: March 16, 2020 at 10:02:22 AM CDT

To:
Subject: Harbor Lane Vacation

21

March 11, 2020

Ordinance 20-07-CN Harbor Lane VROW

Dear Sir/ma'am,

As a resident of Moreno Acres, I'm writing to you in opposition to the second reading of the above referenced motion. I have attended both 2018 and 2020 LPA meetings, the previous council meeting and have listened to the February 5 2018 Council meeting. I have also researched and read hundreds of historical documents regarding this beautiful neighborhood sanctuary that I and many others use and have done so for decades.

It is well documented throughout time in City Council Minutes, Rec Committee Minutes and Parks & Recreation Minutes; the seawall construction and allocating and moving funds to pay (\$8k) steps and deck construction, parks and city maintenance, neighbors' contributions both financially and in sweat. All to preserve and maintain this recreational area for the people. I have these minutes and they are available online.

I have listened to neighbors vehemently oppose this vacation today and throughout recent history. No one is attempting to deny access or a driveway that already exists. What I oppose is the city vacating this portion of a waterfront access to a private citizen. Placing a gate at the end of the asphalt will not solve any parking issues and prevent anyone from parking in front of the gate. This was the consensus at the last LPA meeting.

Now here is my issue: safety and a detriment.

At the last LPA meeting in January I utilized my time to speak on this issue that stood out for miles above anything and one that I felt was very important to me and my family. Placing a fence, barrier or wall along the line of the driveway would potentially create a nightmare of a safety issue for me walking down to that spot by myself. By creating an alleyway with no clear line of sight as to what or who could be behind that wall/fence could be extremely detrimental to my safety and infringe on my right to peaceful enjoyment I even submitted a document "DISTANCE IS PREVENTION (att. 1.) Allowing the vacation would grant the homeowner "sole" right to that property and therefore the city would have no further control over what could be permitted there. Now here's where things became blurred for me:

After the LPA meeting city staff held a meeting with OCSO Capt. Nix and Lieutenant Joseph Fulghum and we can all see Capt. Nix recommendations. If safety is not and was not a concern for the city, who and why was that meeting called after the LPA meeting? Based on your own top law enforcements opinion:

"Putting up a fence or barrier including shrubbery could create a vision impediment and safety issue at night for the rest of the water access area, even a picket fence could create blind spots. This would make security patrols more cumbersome".

After looking at the packet that was sent up to council, I was aghast that my submitted documents in particular one referencing my safety concerns, were not anywhere included. My voice I felt was silenced.

The next blurred moment for me surrounds a meeting with MS. Kopp. Prior to the council meeting MS. Kopp E-Mailed a request to sit down with a handful of the community to see if there could be a compromise and a potential solution. I attended and again in this meeting, concerns were raised with opposition to both the gate and fence for safety concerns and again the need to maintain a clear line of sight and keep the access open. Ms. Kopp made the observation that the sticking point for us obviously was the gate and fence and the meeting ended. Nowhere in this meeting was it presented or discussed with us that a meeting with Capt. Nix had occurred and that we seemed to share the same valid concerns. I went in with full transparency in mind and felt in leaving, that was not reciprocated. We need transparency coming from our city staff to the citizens.

It is also continually referenced from staff that the concrete wall that is encroaching onto the ROW by the adjacent property has nothing to do with the applicant's property nor this application and we need to shift the focus to the potential vacate. IF the ROW is 60ft wide and there's a wall encroaching running through the ROW and the area is not really 60FT surely it has everything to do with this ROW. Taking a percentage of the TOTAL area and presenting it as such would not be presenting the correct calculation in the full context and expectation of transparency.

The next blurred area for me is the recommended motion:

1. Putting up an opaque fence or barrier including shrubbery or anything that could create a vision impediment to the remaining ROW shall not be allowed. KEY WORD HERE -REMAINING.

How creative is that verbiage? Once the council vacates that portion of the ROW it then becomes property of the homeowner and this recommendation would only be applicable to the "REMAINING" ROW that the city controls correct?

Look at the boundary survey submitted (att. 2.) Clear as day the outline for the fence is referenced with the words "PROPOSED BRICK" That's NOT opaque. Is there anything in the building code or permitting process that prevents a homeowner from erecting an 8 ft wall or wooden fence? Why on earth would the city even consider opposing the recommendations of their own chief law enforcement officer and the majority of citizens that have showed up, stood up, spoke up and opposed this vacation? What about our safety?

I am also enclosing again the original hardscape design by Callie & Co that I presented in the last meeting (att. 3.) It shows received by the city May 2017 and was submitted with the house plans prior to any construction or known parking issues. Original plans show the full personal use of the public ROW surrounded by a fence and a gate. Who instructed Callie & Co to design in the public ROW?

Vacations of ROW'S are not new each is individual but I believe the need to protect all of our public spaces and water accesses and ROW's is of vital importance to the residents and should be a top focus of the City of Destin and the honorable council members and honorable mayor. I'm submitting a document I came across from our neighboring counties (att. 4.) It addresses the need to grant maximum protection to these water access ROW'S, Reassert the public's right to use and amend the local charter to include a blanket prohibition on vacating ROW'S that either currently do, or in the future could offer access to the water. This has to be a shared vision for the city and its residents it serves.

Therefore, I am asking you, honorable council members to deny this vacation of the partial ROW and make an immediate motion to pave the road 40-60ft to the applicant's Western line of his driveway on his property with the funds that Councilman Destin graciously allocated in the first reading for improvements.

This will allow the applicant to connect his driveway to the road enabling access and securing his property and furthermore honoring the recommendations of Capt. Nix that "no fence, barrier including shrubbery that could create a vision impediment that will make patrols more cumbersome" be placed in the ROW. Members of our community have reached out to the applicant and even this past week met with the applicant's attorney to propose options. As of this evening I am unaware of any response.

I Sincerely appreciate your time and attention to this very important matter and know that the job you do is not one taken lightly nor is it easy, but not all things that are worth it are easy. Please, listen to your residents and deny this vacation.

With kindest regards,

Joanne Bouchillon

(Att. 1)

Distance Is Prevention

Distance removes opportunity from the attacker's equation. It can be used to avoid or escape (leaving, in the previous list of choices) from a potential attack. Maintaining a safe distance, such that a potential threat will need to take at least a few steps in order to reach you, is crucial. It isn't realistic to assume you can maintain a safe distance from all people at all times, but it's also unnecessary to do so. In the company of friends, there is no need to maintain a safe distance. In a crowded place, under normal circumstances and where there are no warning signs or pre-attack indicators, it's also unnecessary (and impossible) to maintain distance. But when you're in an isolated area, see warning signs, pre-attack indicators, or don't feel right, you should strive to create as much distance as possible between yourself and any potential threat.

In isolated areas, you should also keep a safe distance from places an attacker may hide in order to surprise you. Keep your distance from recessed doorways and corners, and walk on the side of the street where there are no cars. If someone is approaching and on track to cross your path, cross the street or change direction. Run if you need to.

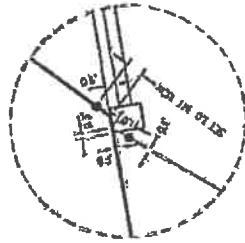
If you've already been approached by a potential attacker, your first choice is still to escape or leave as long as you can do so safely. The key is to do it under the right circumstances, with the right attitude, and at the right time. Many predators will "interview" potential victims, asking questions, violating distance, and watching to see how the target responds. At the interview stage, especially in areas where witnesses are present, where the predator will need to get you to an isolated area first, leaving can be a sign of uncooperativeness, a sign that you will not comply or make a good victim. But in an isolated area where the predator already has the opportunity to attack, leaving may make that opportunity even more attractive. So the key to leaving as a purposeful strategy, is only to use it during the interview stage, as a sign of active noncompliance.

Another very important point to keep in mind when walking away from a threat, no matter where you are or how many people are around, is to maintain your awareness of the threat's position and location. Keep your eye on the threat to make sure he's not coming up behind you. Leaving may seem obvious, but if you don't purposefully make the choice, you may not do it. Social conventions or fear may stop you from leaving when you should. Understand that leaving is your first choice, and make it whenever you can. In the coming section on de-escalation, I'll cover another element of effective leaving, dominating your opponent verbally and with body language.

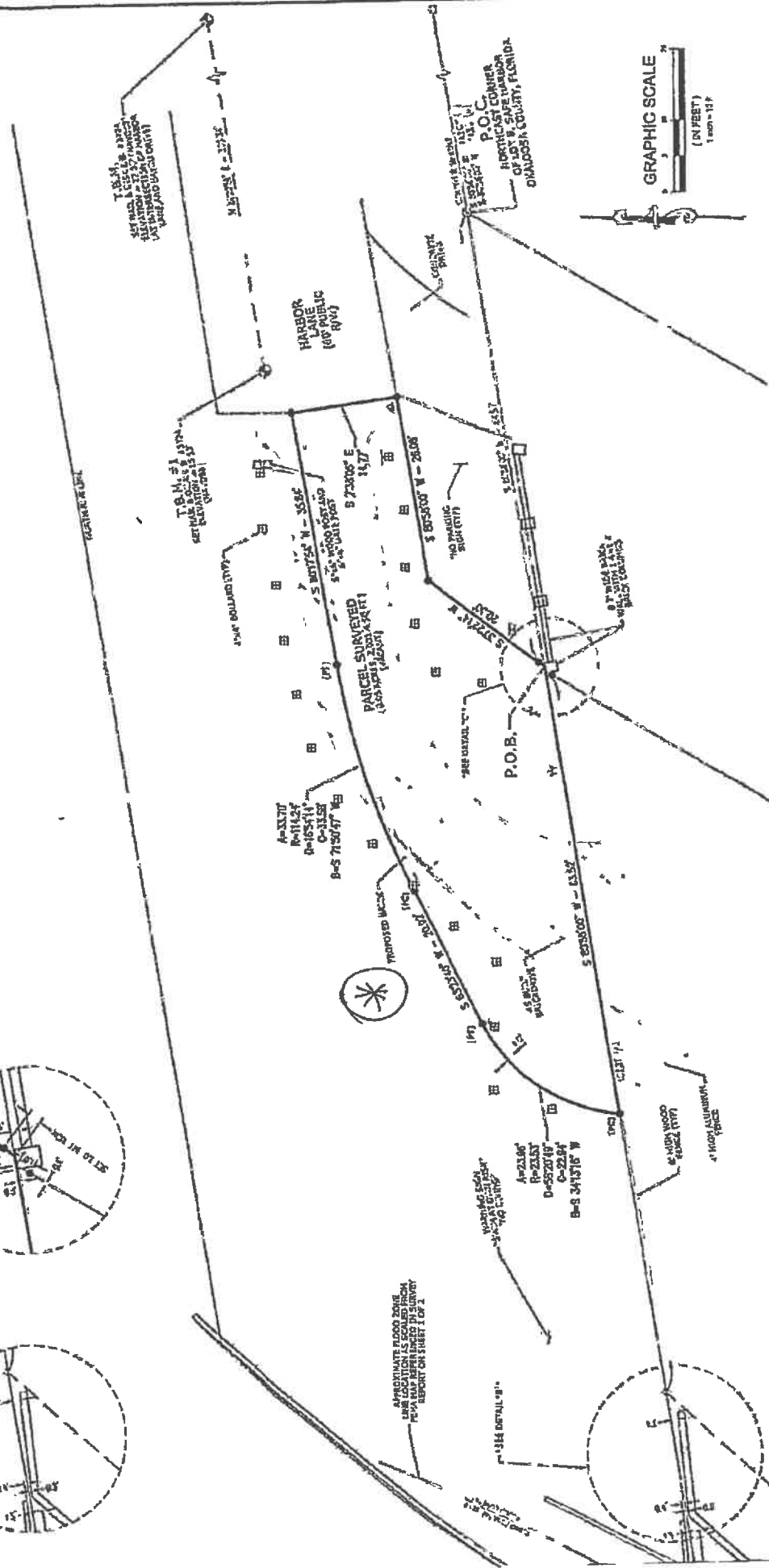
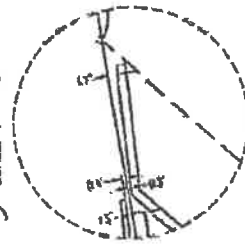
BOUNDARY SURVEY

Sheet 2 of 2

DETAIL "C"
SCALE: 1" = 5'



DETAIL "B"
SCALE: 1" = 10'



SHEET 2 OF 2

DATE	REVISION
11-11-19	1.000 BUCKLE UP - 1A
11-21-19	2.000 BUCKLE UP - 1A

BOUNDARY SURVEY OF A PORTION OF LAND IN
UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE
22 WEST, OKALOOSA COUNTY, FLORIDA.

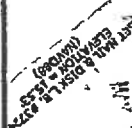
FOR: TM KRUEGER

SCALE	DWG DATE
1" = 10'	11-13-19
1" = 10'	11-13-19
1" = 10'	11-13-19
1" = 10'	11-13-19

Emerald Coast Associates Inc.
227 COUNTY HIGHWAY 200 SOUTH
P.O. BOX 1000, GUNTER, FL 32115
TEL: (904) 287-4070 FAX: (904) 287-4070
Land Planning & Engineering • Surveying
Since 1975

16-2808B

59.12



SHEET H-1 OF 3	SEAL 	SCALE: 1/4" = 1'-0" DATE: 11-13 PROJECT NAME: DRAWN BY: CDR CHECKED BY: CDR DESIGNED BY: CDR	HARDSCAPE PLAN KRUEGER RESIDENCE 604 HARBOR LANE DESTIN, FL	604 HARBOR BLVD. SUITE 101 DESTIN, FL 32844 Phone: (904) 244-1111 Fax: (904) 244-1112 Email: info@krueger.com
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(Att 4.)

Rights of Way to the Water

I. Nature of the tool

Many communities have public rights of way (ROWs) established by virtue of neighborhood plats. ROWs often serve as valuable beach and/or water access. Often times people do not understand the legal status of ROWs, but simply know that an area that leads to the water seems to be open to the public. In some cases much of the public does not know of the existence of ROWs that they could be using to access the water.

II. Relationship to waterfronts

The only ROWs that concern us in this context are those that offer access to the water. Development plats establishing streets sometimes show streets that lead to the water. In such a case, the plat establishing the right of way for a public road vests title to such land in public hands. Cases have come light in which local governments, under pressure or in conjunction with private or development interests, have freely vacated ROWs leading to the water. Such vacation of ROWs represents a needless loss of a very valuable public resource at a time when all local governments with waterfronts keenly feel the pressure to maintain water access.

III. Legal Issues

Upon acceptance of a subdivision plat by a local government, the ROWs shown on the plat become the public property of the local government.¹ Dedication of ROWs does not mean that such ROWs are always developed in accordance with the plat. When ROWs are not developed, state law allows for petitions to vacate² the ROW. Typically, abandonment of an ROW by a local government results in reversion of the property interest to the abutting land owners.³

Thus, property owners abutting ROWs may wish to see the ROWs vacated so that they can make exclusive use of the land. State law requires a noticed public meeting prior to the vacation or abandonment of any ROWs held by a county.⁴ Some local governments have adopted procedures more stringent than statutory requirements for the vacation of ROWs.⁵

IV. Pro & Cons

The pros of maintaining ROWs clearly outweigh the cons. Prohibitions on vacation of do not cost the local government anything. However, vacation of ROWs can be politically very expensive for a local government as the local population will typically view this as cronyism in politics.

¹ FLA. STAT. § 177.081(3) (2005).

² Vacate means that the local government abandons its ownership interest in the land.

³ FLA. STAT. § 177.085 (2005).

⁴ FLA. STAT. § 336.10 (2005).

⁵ See, e.g. Brevard County, Florida, Code of Ordinances, sec. 86-36; Ft. Meyers, Florida, Code of Ordinances, secs. 28-161 through 28-165.

V. Best policy practice

Local governments should address two separate issues in their policies on ROWs. First, they should address the existence of ROWs that can provide water access, and second, they should grant maximum protection to such ROWs.

To accomplish the first, local governments should undertake research to identify ROWs that provide water access. The Maine Coastal Program funds the "Right of Way Discovery Program." This program provides grants to local governments to conduct detailed research to discover forgotten or overlooked ROWs that provide public access and reassert public rights over such ROWs.

Second, local governments need to protect ROWs. A number of local governments go well beyond state law requirements for a noticed public meeting before vacating ROWs. For example, Washington, Bay, and Palm Beach counties have identical provisions in their codes of ordinances that prohibit the vacation of ROWs. These state:

No right-of-way, road, street, or public accessway giving access to any publicly accessible waters in the County, shall be closed, vacated or abandoned except in those instances wherein the petitioner(s) offers to trade or give to the County comparable land or lands for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the discretion of the Board of County Commissioners.⁶

While such prohibitions offer greater protection than state law, such ordinances can still be overcome by subsequent decisions of the city or county commission. The best policy is for local governments to amend their charter to include a blanket prohibition on ROWs that either currently do, or in the future could, offer access to the water. Bradenton Beach offers an excellent example. Article IV, section 11 of the Bradenton Beach charter states that "No city right-of-way that provides direct or indirect beach, bay or water access shall be sold or vacated by the City."⁷

⁶ Washington County, Florida, Code of Ordinances, sec. 10.03.03; Bay County, Florida, Code of Ordinances, sec. 12.04.03; Palm Beach County, Florida, Code of Ordinances, sec. 22-45.

⁷ Bradenton Beach, Florida, City Charter, art. IV, sec. 11.

Rey Bailey

From: NA NA <markndebra@cox.net>
Sent: Friday, May 1, 2020 5:04 PM
To: Gary Jarvis; Rodney Braden; Parker Destin; Steven Menchel; Cyron Marler; Chatham Morgan; Skip Overdier; Prebble Ramswell; Rey Bailey
Subject: Harbor Lane ROW
Attachments: Debras Letter to Destin City Council.docx

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good afternoon,

Please find attached my letter regarding the Harbor Lane R.O.W.

Thank you and have a good day,

Debra

March 12, 2020

To All Destin City Council Members,

My name is Debra L. Magouirk and I reside at 721 Planet Drive.

First, I would like to thank all of you for your dedicated service to our City and residents.

I have lived and worked in Ft. Walton Beach and Destin since 1966. I worked at the old Marlborough Marina for years for Mr. Mitler (best job I've ever had), picked up bait from Mrs. Muriel several times in those wee hours of the morning, cleaned fish for Her Majesty for many years, worked at East Pass Marina, etc. As you can see, I have spent most of my entire life either on the water or working by the water.

My husband and I built our dream home on Planet Dr. after taking many, many years to find the right lot and location. This was the perfect fit for the closeness to the waterways and a great neighborhood.

I oppose the vacation of the right of way on Harbor Lane, not to just Mr. Krueger, but to any other landowner that owns property next to a "right of way". These right of ways in Destin have been used by the residents for many, many years and should remain that way for all.

I would like to thank you for the \$25,000 offered to improve the right of way on Harbor lane, but I believe this money should be allocated for a better purpose.

Our community has been working diligently to come up with a solution that would make everybody happy. If you, the City Council would pave the 45', as mentioned in the meeting on March 2nd, this would provide the perfect solution for both parties. First, we would keep our complete right of way and Mr. Krueger could build his gate, fence, wall etc. on HIS property line. Mr. Krueger does not need this partial vacation of right way to do that. Mr. Krueger is a smart man and I believe when he was looking to purchase this land that he knew and understood full well regarding the access to the property. Therefore, I believe he purchased this property with the intention of filing for the partial vacation of the right of way. (free land)

By approving this partial vacation of right of way, you would not only be giving free WATERFRONT property away to one individual and setting a precedence, but would be taking this property away from hundreds of residents. That is just not right for any reason.

I hope all of you will do the right thing for just not the residents of Moreno Acres, but to all residents that would be affected by vacating any partial or full right of ways in Destin.

Thank you for your time.

Debra L. Magouirk

Rey Bailey

From: Matt Trammell <matt.trammell@gmail.com>
Sent: Friday, May 1, 2020 8:23 AM
To: Rey Bailey
Subject: Fwd: March 16, 2020 Council Meeting
Attachments: Summary of Code Violations.pdf; PLAT MAPS.pdf; Proposed Road Extension.pdf; Harbor Lane Parking Photos_.pdf

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Rey,

I previously submitted these documents for the Mar 16, 2020 City Council meeting (which was later cancelled and the agenda item pulled), but I don't see these documents included in the "Documents received from the public" listed on the City's website for the upcoming council meeting (May 4, 2020 Council meeting, Agenda Item 5). I am still unsure of the process for this meeting as I have not seen any updated guidance on submitting materials if we are unable to attend due to health concerns. Please let me know where I can find this information.

Regardless, please include these materials under "documents received from the public."

Thank you,

Matthew Trammell

----- Forwarded message -----

From: Matt Trammell <matt.trammell@gmail.com>
Date: Fri, Mar 13, 2020 at 3:46 PM
Subject: March 16, 2020 Council Meeting
To: Rey Bailey <rbailey@cityofdestin.com>

Rey,

I was informed no paper copies of information would be allowed at the upcoming City Council meeting; however, we could provide information via email. Will you please forward over the following documents so these can be entered into the record for the 604 Harbor Lane vacation item.

Please give me a call if I need to do anything further.

Thank you,

Matthew Trammell

Rey Bailey

From: Matt Trammell <matt.trammell@gmail.com>
Sent: Friday, May 1, 2020 10:56 AM
To: Council; Mayor
Subject: 604 Harbor Lane Vacation
Attachments: _Letter to Council.pdf; 1_2020-03-02 Speakers.pdf; 3_Harbor Lane Parking Photos_.pdf; 0_Proposed Road Extension.pdf; 2_Summary of Code Violations.pdf; 4_House Plans.pdf

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Mayor and Council,

I have attached a letter outlining the key points from the March 2, 2020 Council Meeting and following the request of some council members, I have prepared a solution that in my mind will actually SOLVE the problems being experienced by the applicant AND address the concerns of the residents. I cannot guarantee this will be acceptable to either party, but it does address their concerns and aims to solve all documented problems. Please consider this as a viable alternative/solution over the proposed partial vacation that does not solve these issues. In addition to my letter and proposed solution, I have also attached a few pdfs of photos or documents referenced in the letter. I realize this is a LOT of information to digest in a short time, but please do your best to review prior to the meeting. This is an extremely important issue. Once this public area is vacated, it will be lost forever. Public lands/access have already been vacated in Destin and attempts to vacate this specific ROW have occurred numerous times previously. Please listen to the voices of the neighborhood and do not degrade or reduce this access beyond its already small footprint. Please consider our children and the future generations of Destin. If the proposed solution does not work, the applicant can always reapply in the future. Thank you all for your consideration and for your hard work and dedication to enhancing the quality of life and sustainability of Destin.

Sincerely,

Matthew Trammell
850-585-5216

Mr. Mayor and Honorable Council,

First, I would personally like to THANK YOU for your continued service to our City and your commitment to enhancing the quality of life and sustainability of our City. Following the Council meeting on March 2, 2020 discussing the proposed vacation, it seems the entire room left disappointed and simply worn out. A historic neighborhood is potentially having one of their favorite beach/bay accesses degraded with visual obstructions/barriers, and a private homeowner was granted a vacation of public ROW with conditional restrictions on the proposed fencing and gate. To avoid an additional long and painful meeting at second reading, I wanted to see if there was anything I could do personally, to help provide clarity and present an additional option or compromise based on comments from the Council.

As such, I have provided a brief outline of my observations from the March 2, 2020 meeting and my opinions on public records I have reviewed. Following these points, I provide a potential solution that addresses these items.

1. **Property Rights:** To my knowledge, the majority of the Moreno Acres neighborhood supports the applicant (Mr. Krueger) being able to access and secure his property. However, they do not think a vacation is required to obtain this goal.
2. **Original Plats:** The Harbor Lane beach access was originally established in 1939 and later modified in 1957 and 1966; each plat dedicates to the public the streets, roads, and parks. The full ROW access is frequently utilized to this day and is critical to the quality of life of the neighborhood residents. This was actually a major selling point for many of us who purchased property in the Moreno Acres neighborhood. In fact, neighborhood elders attended the 2018 LPA meeting and testified the original intent of these accesses was to provide unobstructed water access to the internal lots and charter captains that used Joe's Bayou as a safe harbor.
3. **Neighborhood Detriment:** From testimony of neighborhood residents, they feel any visual obstruction or barrier within the ROW would be a detriment to the neighborhood. The vacation of ROW and any additional features within the vacated area such as fences, gates, vegetation, etc. would degrade the accessibility and result in a potential safety hazard (for example, having fences on either side of a very narrow "alley" creates a dangerous situation where individuals could be trapped by a predator).
4. **Neighborhood Detriment:** Please note, of the 38 speakers from the March 2, 2020 Council Meeting, 31 individuals (over 77%) OPPOSE the vacation. Of the OPPOSITION, over 96% live less than 2 miles (walking distance) from the access. Conversely, of the 7 individuals that SUPPORT the vacation, only 1 individual lives less than 2 miles from the access. See attached spreadsheet for the actual breakdown. Similar to "home rule," I would venture to say those that live within the neighborhood are most qualified to assess neighborhood detriment than those living elsewhere.
5. **Safety:** In addition to all the safety concerns expressed by the neighborhood residents who frequently utilize this access, the Sheriff's office has also raised safety concerns with the proposed fencing and obstructions. Notably, his review did not address additional other items that may

occur post vacation such as vehicles parking in the vacated driveway, vegetation along the fence line, etc. These items would likely also reduce the safety of residents using the access and make it more difficult for the Sheriff's office to patrol the area. In summary, the proposed vacation will likely reduce safety for those using the access.

6. **Parking:** The parking problem can be solved through increased enforcement, striping and signage. From the attached code enforcement documents and parking photos, parking issues have occurred since the applicant began construction of his home. Additionally, the continuation of individuals parking in the ROW along the road (by the applicant, their guests and other unwanted individuals) combined with the lack of enforcement appears to have reinforced this bad behavior and appears to be further encouraging the parking problem. For example, if the applicants guest park within the ROW and this situation is observed by the general public, it gives the appearance that parking within those areas are allowed or not enforced. We all understand his right to access and secure his property, but the current proposal does not guarantee any of these items. Mr. Bodi also testified that the gate will likely stop individuals from parking within the applicant's driveway, but it will not stop individuals from parking in the road and blocking his main driveway entrance. In other words, the proposed vacation does not solve the parking problem and it may make it worse by pushing the problem to his neighbors.

In addition, individuals with driveways that connect with the existing road in a perpendicular manner do not seem to have the same problems with people parking in or blocking their driveway. Again, if the applicant is granted the full vacation and a gate is installed, bad actors may still park at the end of the roadway and block his driveway (i.e., park in front of the gate). This activity would likely be further encouraged if the applicant's own visitors are observed parking in his driveway within or outside of his gate as has occurred in the past.

7. **Nefarious Activities:** It appears there are not a substantial number of police records/reports to support the nefarious activities mentioned at the meeting. The applicant also mentioned a burglary. Notably this burglary appears to have occurred during the construction of the applicant's home. I am certainly not trying to downplay this terrible event, but we should all realize burglary at a construction site is unfortunately somewhat common.

Regardless, we should ask ourselves, DOES THE PROPOSED VACATION DO ANYTHING TO SOLVE THE NEFARIOUS ACTIVITY? In my opinion it protects the property owner by allowing him to fence his entire property; however, it will likely encourage nefarious activity as there will be a partial obstruction to block criminals or bad actors from plain view. In fact, the Sheriff had commented that any barrier will make patrols more difficult and dangerous.

8. **City Infrastructure:** The City maintains public access features and infrastructure (e.g., seawall, stairs, benches, etc.) within the public ROW. How will City crews be able to access and maintain these features through the narrow access proposed (post-vacation and fence installation)?
9. **Precedent:** Will the proposed vacation set a precedent regarding vacations of public ROWs and beach accesses? This has already occurred once at Cross Street. Further, if the applicant's

neighbor complains of parking issues being shifted to his property, will the City then be forced to vacate the entire ROW and access? Please think long and hard on how others will take advantage of this City action for future vacations.

10. **Community Outreach:** The neighborhood has worked extensively with the applicant to find a compromise. Three options were presented in 2018 at the LPA meeting. The same three options were forwarded to Mr. Krueger in October 2019. The applicant's attorney continues to state Ms. Trammell provided and approved the proposed "Option 3"; however, the applicants attorney has not been able to produce this "record" (I personally requested all records provided by Ms. Trammell in prior testimony at LPA and Council meetings). Additionally, I also requested these records from City staff and was informed meeting minutes were not taken at the October 2019 meeting and staff were unaware of who prepared the drawing presented. Ms. Kopp did recall Ms. Trammell stating the neighborhood would support "Option 3" but she was not aware of the drawing Ms. Trammell was referring to. Ms. Kopp stated she did encourage the applicant and his attorney to follow-up with Ms. Trammell after the October 2019 meeting; however, there does not appear to be any follow-up records where the applicants actual submittal/drawings were provided to Ms. Trammell before or after the Oct 2019 meeting.

Please note, Ms. Trammell was simply trying to assist her neighbors by agreeing to meet with the applicant and working to find a compromise for the community. While those negotiations unfortunately deteriorated, I feel it is very unprofessional for the applicant's attorney and the applicants themselves to defame Ms. Trammell's reputation and character on the public record. Especially when they cannot produce these records they have referenced in their sworn testimony. The divisiveness and mudslinging amongst very few individuals within this wonderful, peaceful neighborhood is like nothing I have ever experienced before. It needs to end, and we all need to find common ground for the betterment of the community, most especially the future generations to come.

11. **Additional Concerns:** While the Council previously voted to approve the vacation with a non-opaque fence, we do not have any specifics regarding how "non-opaque" is defined or interpreted by staff. This could be a chain link fence or an aluminum bar fence with pickets placed every 1-2 inches. Both options will present a physical barrier along a narrow walking path and both will certainly obstruct the view and present safety hazards. Also, how will the stormwater be addressed? How can we ensure it won't be directed to the ROW and not affect the access? Finally, once the property is vacated, what is stopping the owner from planting large trees, shrubs, etc. along the property line that will become a visual barrier and further reduce the safety of the area?

I realize this is a TREMENDOUS amount of information, and I apologize if this is overwhelming; however, this is a very important issue for the current community as well as future generations. That being said, you are still left with the difficult decision of how to move forward. For those of you that know me, you also know I am not one to simply complain about issues. I am an engineer. I am a problem solver. I am always looking for ways to improve. And following the request of a few council members at the last meeting, I would like to propose a solution I feel will meet the needs of both parties and actually solve

problems, namely the potential for criminal activity and parking issues discussed by the applicant. I cannot guarantee that both parties will like the proposed solution (I understand the applicant is dead set on having a gate and the neighborhood does not like the idea of extending the road any significant length), but a good compromise is where both parties walk away feeling equally disappointed. I truly hope I have found that solution.

Proposed Solution

My recommendation would be Deny the Request for Vacation AND Pave the Road a sufficient distance to allow the applicant sufficient access to his property. The neighborhood may not like paving more than 40 – 50 ft, but my recommendation would be to pave a sufficient distance where he can tie in his driveway in a perpendicular manner (approximately 60 feet). Justification and reasoning for the proposed solution includes:

1. The applicant has mentioned at nearly all public meetings and generally stated that if the road was paved, we would not be in this situation.
2. It maintains access to the applicant's property and will allow him to connect his driveway with minimal cost. Please extend the road to allow him to connect his driveway perpendicular to the roadway as all others with perpendicular driveway connections do not seem to have the parking issues. From the applicant's survey, this is approximately a 60-ft road extension. He could leave his pavers south of the road (minimizing his effort and cost) and reuse them to widen his existing driveway (to the north) as is allowed by City code.
3. The visual sightlines will remain unimpeded. This will allow neighborhood residents (young and old) to continue using the access as they have and continue to feel safe by doing so without additional visual impediments or physical barriers that will likely reduce safety.
4. The applicant can also install a privacy fence/gate along his property line as is allowed by City code to protect and secure his property.

In addition to paving the road, implementing the following measures/actions will likely solve all the problems that seem to be occurring.

1. Increased involvement/patrols from the sheriff's office, code enforcement, and towing companies to address parking issues and nefarious activities. Of note, with the road paved and the sightlines remaining free from obstructions, this should make the Sheriff's and Code Enforcement's job much easier.
2. Allow the applicant to install a sliding gate / privacy fence along the ROW line similar to his existing fence and his neighbors. Currently he is allowed an 8' tall fence along the property line, but I would support a 10' fence if that would help ease his safety concerns.
3. Stripe the roadway at the last 50' to 100' to clearly indicate NO PARKING at the streets end. This will benefit Mr. Krueger as well as his neighbors.
4. Install additional signage along the roadway indicating "No Parking", "Private Driveway No Parking", or similar.
5. Install lighting along the roadway and at the end of the road. I suggest you work with Mr. Krueger and the neighboring property owner to install the lighting such that it does not affect their

property (i.e., install the lighting with shields such that it illuminates the road and access but does not affect their property). As Mr. Bagby stated, lighting tends to scare off the roaches.

6. Install cameras or other security system to monitor the access and roadway. Place signs indicating the presence of cameras to further deter nefarious activity and illegal parking.
7. Allow the neighborhood to implement an "Adopt the ROW" (or access) program so neighbors can become more invested in the maintenance and wellbeing of the ROW and access.

In summary, PLEASE DO NOT VACATE THE ROW. While this will certainly benefit the applicant by increasing his property value and providing additional parking and acreage (see attached house plans provided by the City), it does nothing to solve the numerous problems you have heard about. Further it does nothing to enhance the health, safety and welfare of the neighborhood or other Destin residents. Conversely, you have heard directly from the neighborhood residents that this will actually decrease their quality of life, their safety and it will be detrimental to the neighborhood.

You have heard seemingly convincing arguments from the applicant's attorney, and you have not been presented any additional options. Rightly, the applicant's attorney is hired to serve the interest of the applicant. His primary interest is not the health, safety and wellbeing of the City or their residents. This is simply not his job. Likewise, the City's staff's role is to assess an application as presented, not to provide alternatives. However, there is a reason City Council maintains the final vote on these matters. You have in your control the power to deny this request and find balance that benefits not one single property owner, but the entire community. Please also consider our children and the future generations to come. This town was built on the waterfront. It is our heritage and the lifeblood of the future. Please maintain this access in its full capacity so that our children and future generations will know, understand, and appreciate these waterfront areas and resources.

Please strongly consider the proposed alternative. From all the testimony I have witnessed over the last 2+ years, I TRULY BELIEVE THIS IS THE BEST SOLUTION FOR THE ENTIRE COMMUNITY, the applicant, the neighborhood, and all of Destin. While you will be hard pressed to find a solution that pleases all parties, in my opinion, this alternative will certainly meet the needs of all parties as well as the City's vision to expand beach access and increase quality of life.

THANK YOU again for all you have done and continue to do for our City. Your hard work and dedication to enhancing the quality of life and sustainability for Destin and its future generations is much appreciated!

Sincerely,

Matthew Trammell

735 Planet Drive

(850) 585-5216

City of Destin Council Meeting
3/2/2020

Public Comments

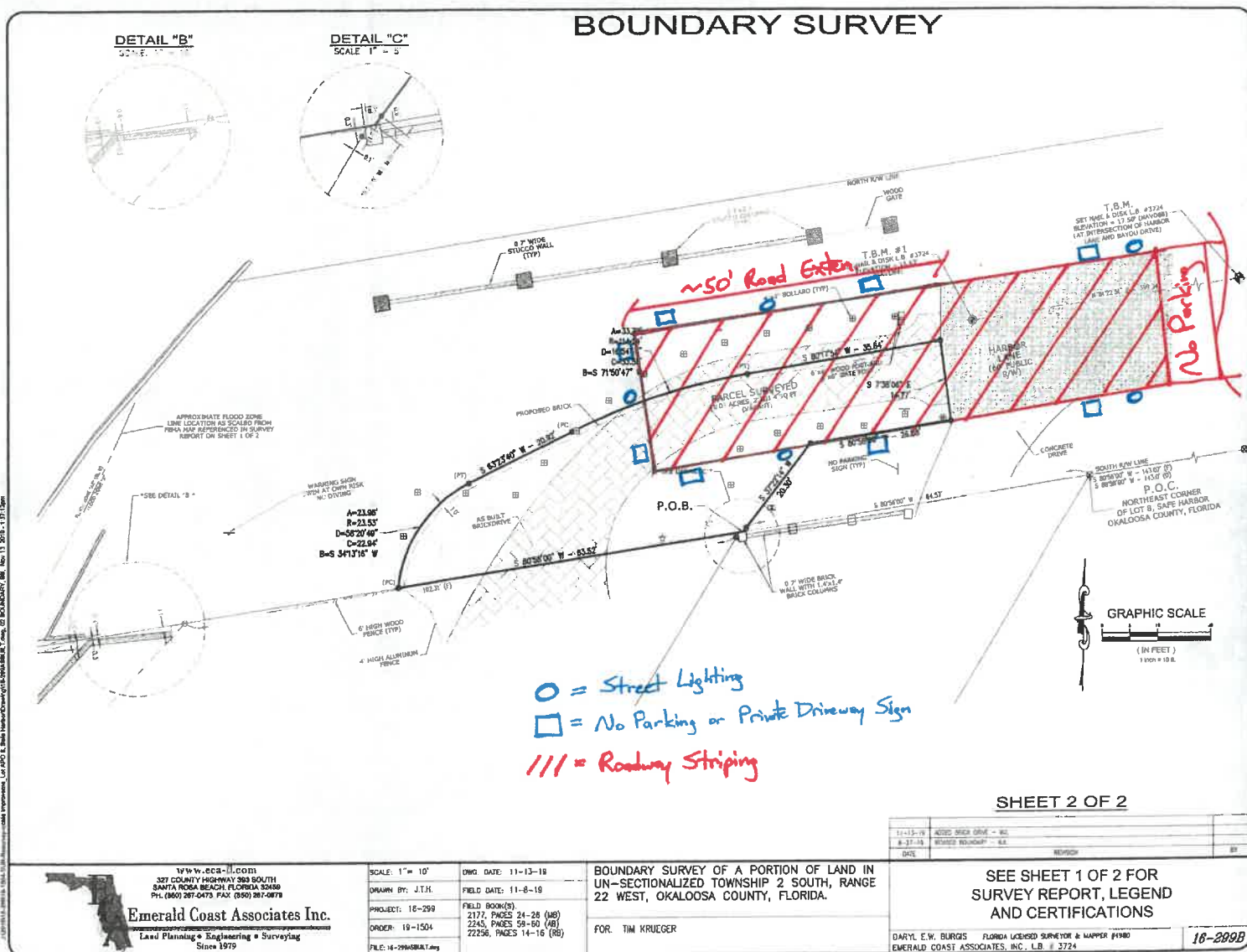
Speaker	SUPPORT or OPPOSE the Vacation	Address	Do they live less than 2 miles of the Harbor Lane Access
Jim Lacross	OPPOSE	812 Bayou Drive	YES
Al Gardner	OPPOSE	Planet Drive	YES
Mark McGourick	OPPOSE	721 Planet Drive	YES
John Green	OPPOSE	3792 Indian Trail	YES
Robert and Sunny Gilmore	OPPOSE	812 Mars Street	YES
Scott Murry	OPPOSE	3896 Indian Trail	YES
Joanne Bouchillon	OPPOSE	720 Planet Drive	YES
Sandy Trammell	OPPOSE	3823 Indian Trail	YES
Kim Destin	OPPOSE	717 Harbor Lane	YES
Mr. Davis (Paver Company)	SUPPORT	Baker, FL	NO
Rob Bouchillon	OPPOSE	720 Planet Drive	YES
Karl Trammell	OPPOSE	3823 Indian Trail	YES
Blake Krueger	SUPPORT	227 Mattie Kelly Blvd	NO
Tommy Carter	OPPOSE	3813 Indian Trail	YES
Summer Jerozowitz	OPPOSE	804 Jupiter Street	YES
Alan Rogers	SUPPORT	4744 Paplaya Park	NO
Brian Otto	OPPOSE	3826 Indian Trail	YES
Michelle Boswell	OPPOSE	420 Oak Harbor Lane	YES
Joan McClullan	SUPPORT	4488 Luke Avenue	NO
Marci Bell	OPPOSE	3 Gulf Breeze Court	NO
Theresa Hebert	OPPOSE	716 Main Street	YES
Becky Pritchard	OPPOSE	145 Timber Court	YES
Ann Broker	OPPOSE	4066 Indian Trail	YES
Msgt Demila Sorrow	POSITION UNCLEAR	3882 Sand Dune Court	NO
Kerry Harbarger	OPPOSE	Springlane	YES
Matthew Trammell	OPPOSE	735 Planet Drive	YES
Ted Love	SUPPORT	3845 Indian Trail	YES
Don Lickdafeld	OPPOSE	3795 Indian Trail	YES
Jim Bagby	OPPOSE	4709 Sea Star Vista	NO
Kristen Reager	OPPOSE	790 Bayou Drive	YES
Bill Kilpatrick	SUPPORT	4081 Indian Bayou North	NO
Guy Tadlock	OPPOSE	Norriega Drive	NO
Nate Beard	SUPPORT	322 Sterling Court	NO
Amanda Belcher	OPPOSE	6 Pine Ridge Trace	YES
Jackie Gibson	OPPOSE	780 Bayou Drive	YES
Ryder Kenny	OPPOSE	809 Jupiter Street	YES
Jianna Rapert	OPPOSE	707 Main Street	YES
Jason Klausterman	OPPOSE	1014 Airport Road	YES
Bill and Ann Shirah	OPPOSE	812 Jupiter Street	YES
TOTAL POSITIONS	38		
TOTAL OPPOSE	31	TOTAL OPPOSE	28
TOTAL SUPPORT	7	TOTAL SUPPORT	1
OPPOSITION	77.4%		96.4%
SUPPORT	22.6%		3.6%

DETAIL "B"

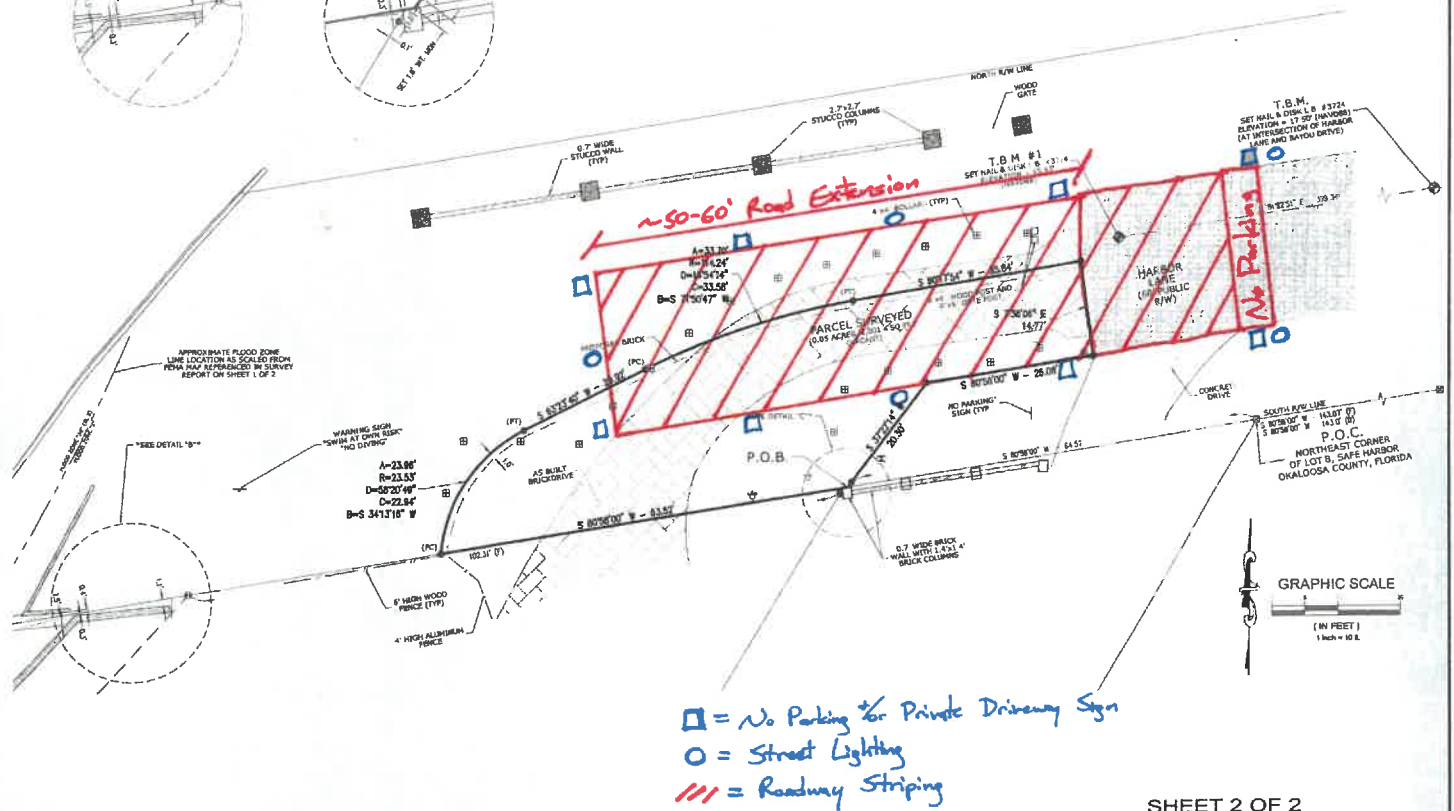
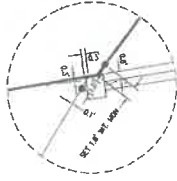
2005

DETAIL "C"
SCALE 1" = 5'

SCALE 1" = 5'



DETAIL "C"
SCALE: 1" = 5'



- = No Parking & Private Driveway Sign
- = Street Lighting
- /// = Roadway Striping

SHEET 2 OF 2



www.ecr-fl.com
327 COUNTY HIGHWAY 393 SOUTH
SANTA ROSA BEACH FLORIDA 32469
PH. (850) 287-0473. FAX (850) 287-0678

Emerald Coast Associates Inc.
Land Planning • Engineering • Surveying
Since 1979

SCALE: 1"= 10'	DWG. DATE: 11-13-19
DRAWN BY: J.T.H.	FIELD DATE: 11-8-19
PROJECT: 15-299	FIELD BOOK(S):
ORDER: 15-1504	2177, PAGES 24-28 (MB)
	2245, PAGES 59-60 (AB)
	22256, PAGES 14-16 (RB)
FILE: 15-299\DRG1.dwg	

BOUNDARY SURVEY OF A PORTION OF LAND IN
UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE
22 WEST, OKALOOSA COUNTY, FLORIDA.

FOR: TIM KRUEGER

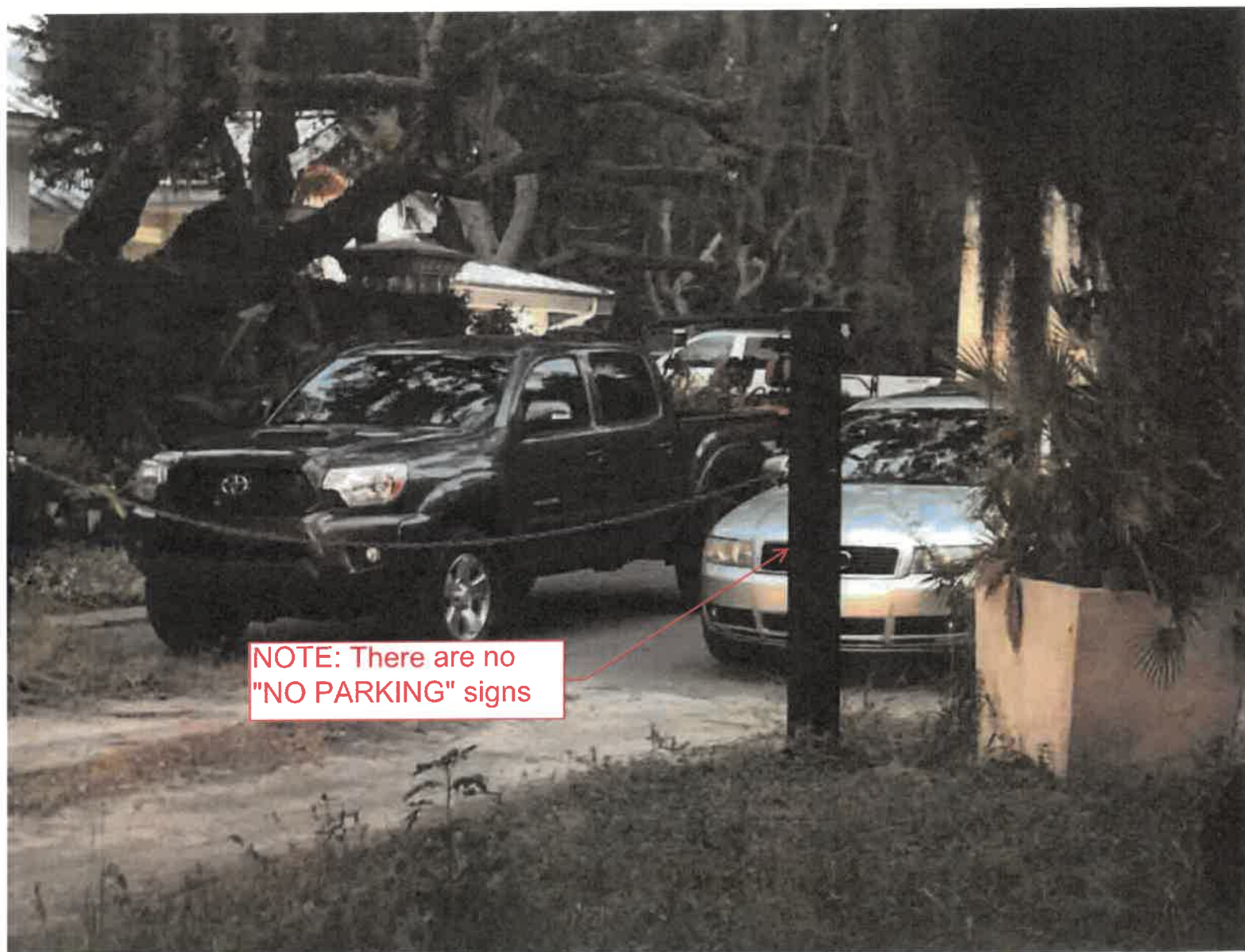
11-13-19	ADDED BRICK DRIVE - NLR	
8-27-19	REVISED BOUNDARY - NLR	
DATE	REVISION	BY

SEE SHEET 1 OF 2 FOR
SURVEY REPORT, LEGEND
AND CERTIFICATIONS

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

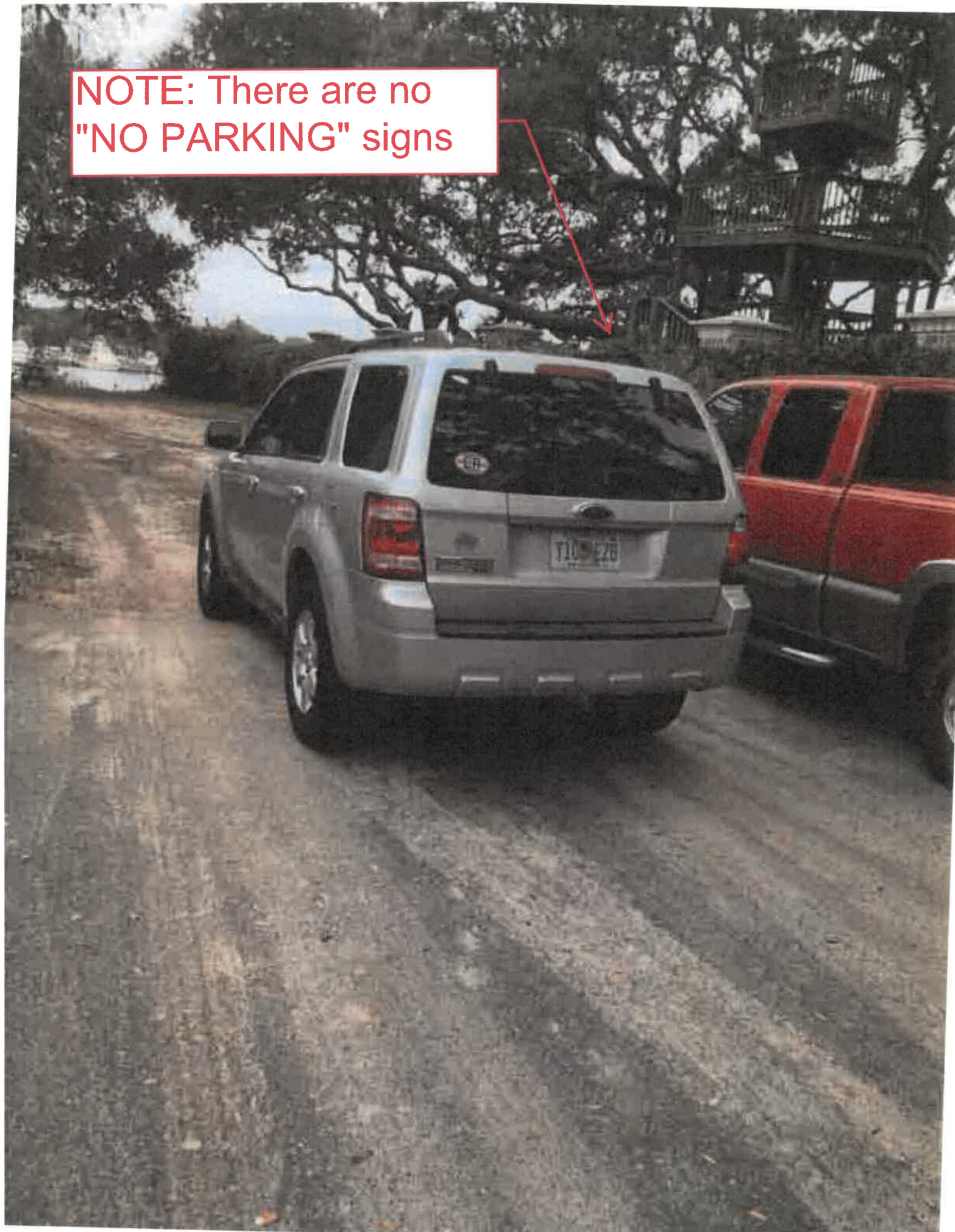
16-299B)

PLANS



NOTE: There are no
"NO PARKING" signs

NOTE: There are no
"NO PARKING" signs





Construction vehicles
parking behind "No
Parking" sign, blocking
beach access

Applicant's car

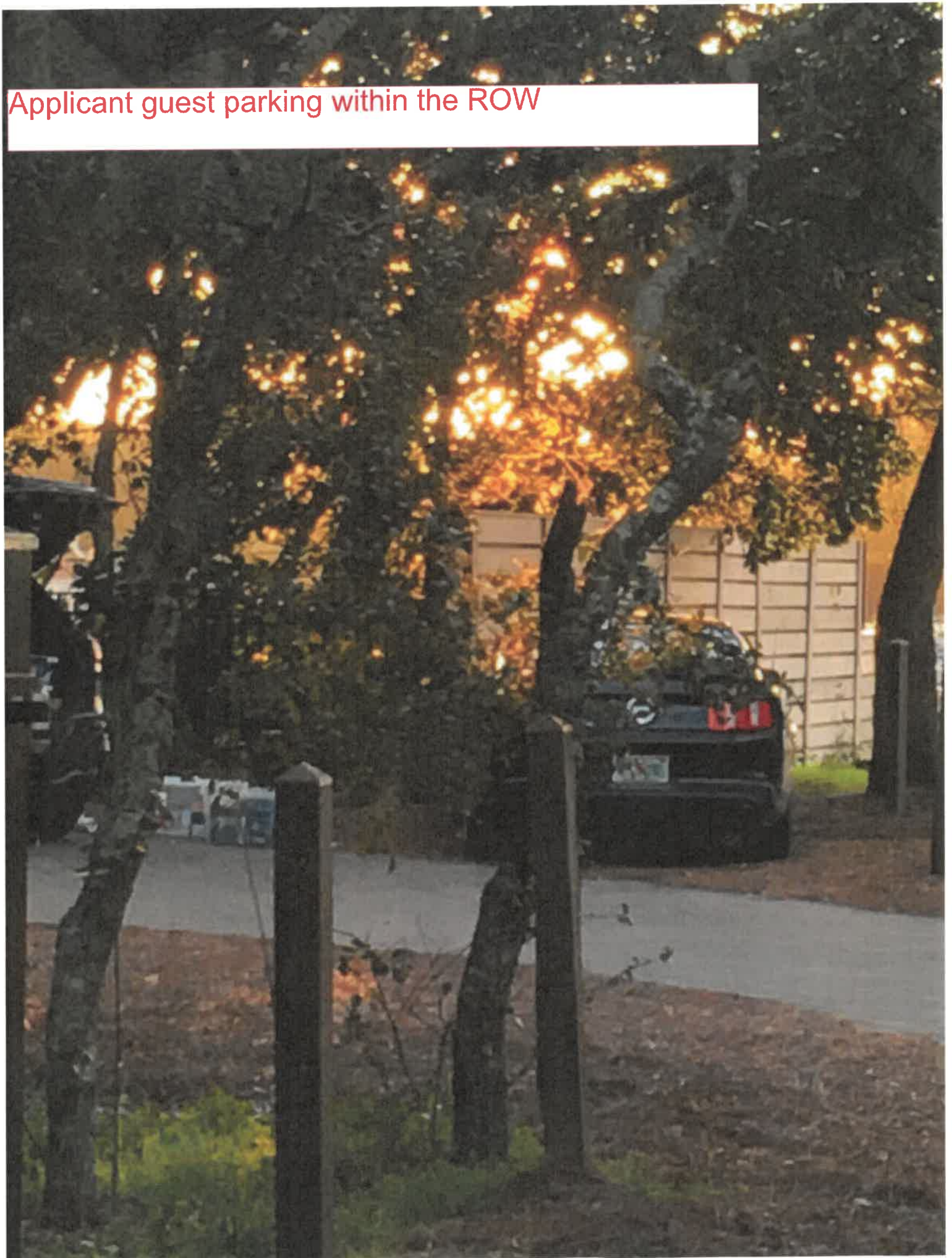






Applicant guest parking within the ROW behind No Parking Signs

Applicant guest parking within the ROW



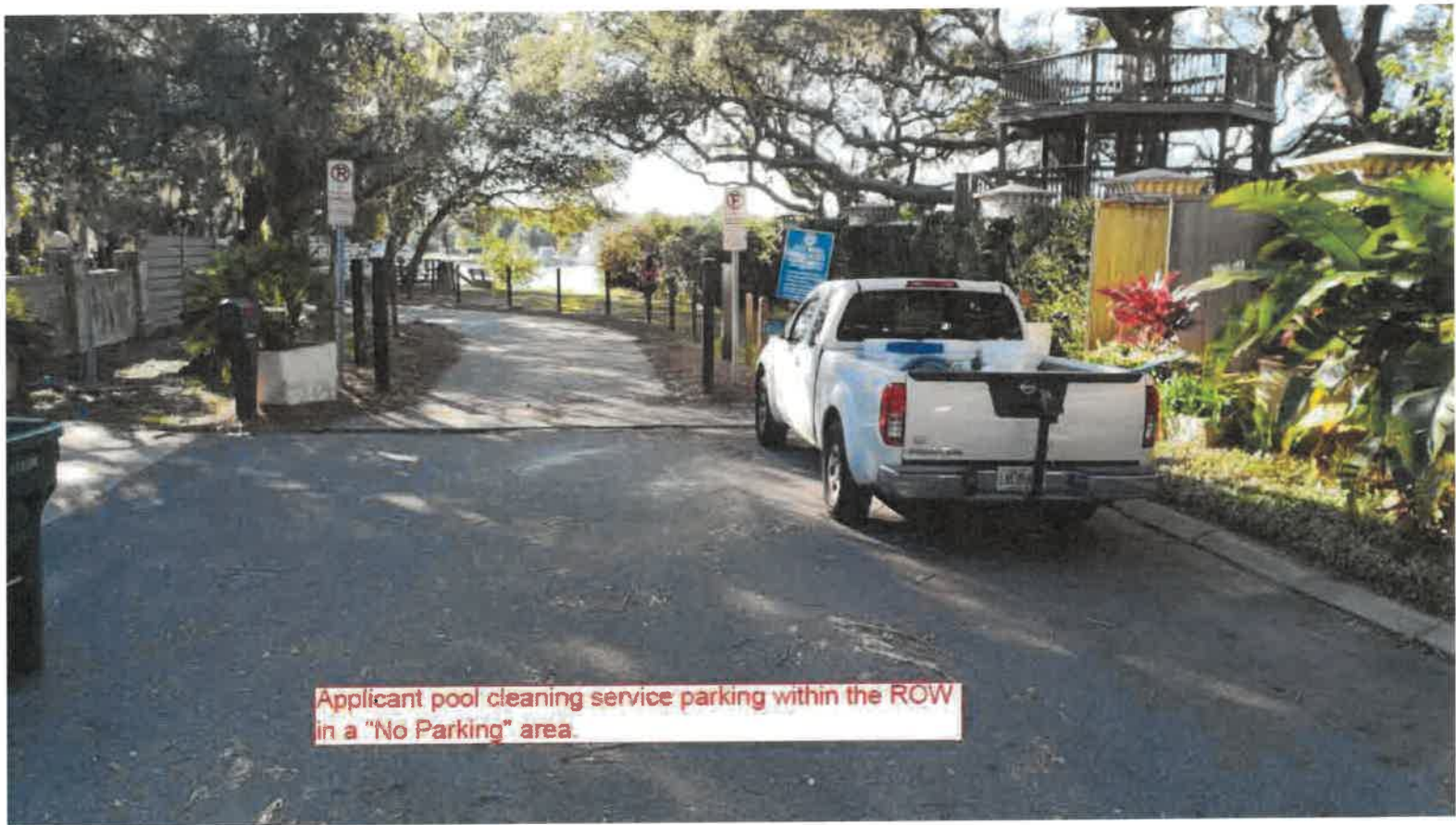




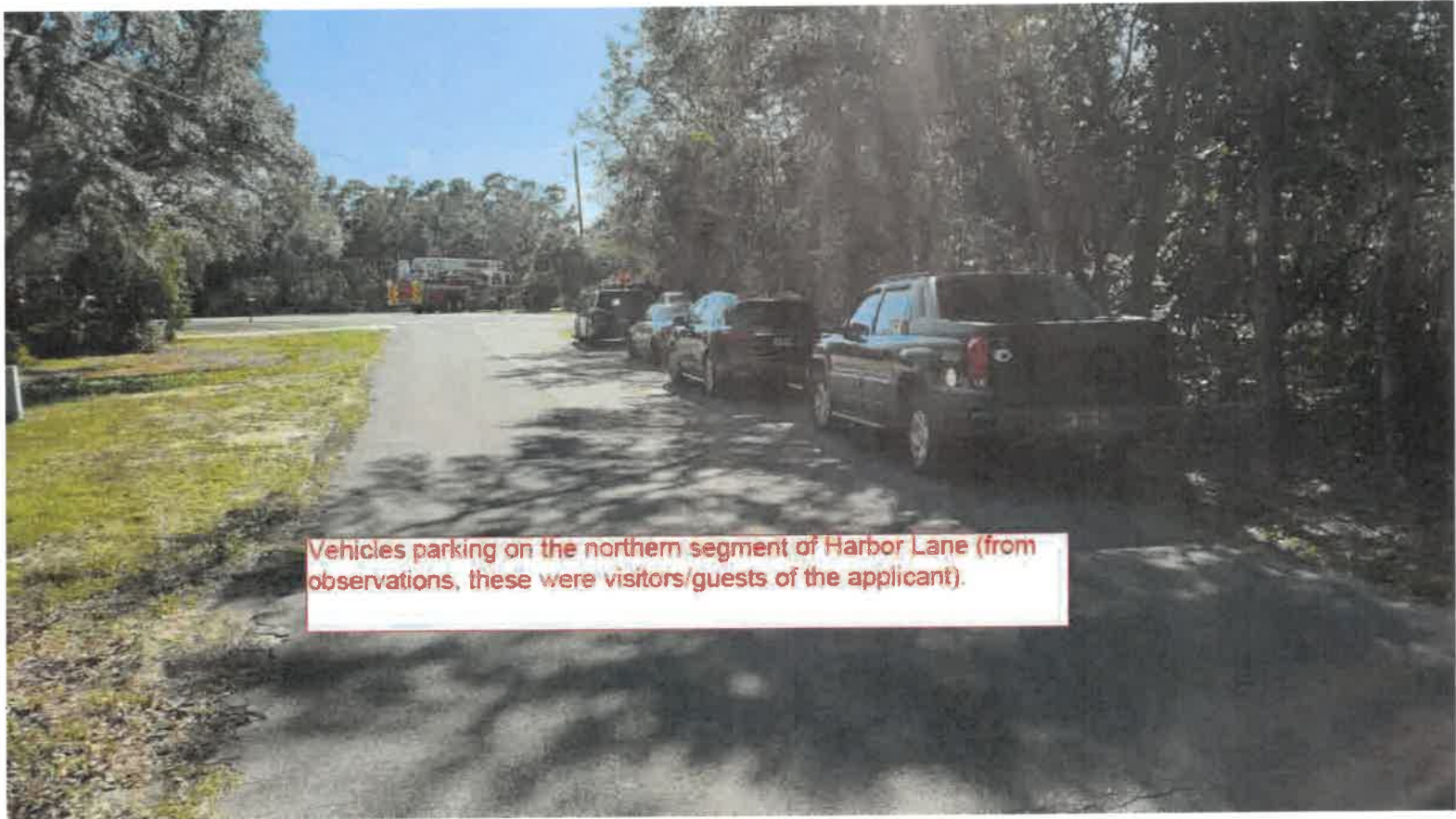
Truck parking within the ROW (notice this truck was also parked in the applicants driveway previously)







Applicant pool cleaning service parking within the ROW
in a "No Parking" area.



Vehicles parking on the northern segment of Harbor Lane (from observations, these were visitors/guests of the applicant).

DESCRIPTION

A parcel of land in Township 2 South, Range 22 West at the permanent reference monument on the west line of the Secop East Road adjoining to Destin, Florida, as filed in the plat book of Okaloosa County, Florida, thence with south boundary of the right-of-way of State Road Number 115 a distance of 1900.0 feet, thence north 15° 49' east a distance of 100 feet to the north boundary line of the right-of-way of said State Road Number 115 and the centerline of a projection of Main Street of the land hereon subdivided, thence continue north 15° 49' east a distance of 200 feet, thence north 0° 31' west a distance of 1465.6 feet, thence north 2° 45' west a distance of 3296.9 feet, being the point of beginning of the subdivision and the center line of Main Street. Thence continue north 2° 45' west a distance of 603.6 feet, thence with west line of Bayou Drive north 45° 17' east a distance of 250 feet, thence north 87° 05' west a distance of 768.5 feet, thence north 46° 48' west a distance of 1426.9 feet, thence north 5° 03' west a distance of 1731.1 feet to a point on the south line of Cobbs Point Drive, thence south 55° 34' west a distance of 340.7 feet, more or less, to the waters of Joe's Bayou, thence southerly following the meanderings of the east line of Joe's Bayou and of the Marsh at the head thereof to a point referenced south 87° 17' west of and at a distance of 1418.3 feet from the point of beginning, thence north 87° 17' west a distance of 1446.3 feet to the point of beginning.

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, Mallory B. Barrow, County Clerk of Okaloosa County, Florida, hereby certify that the within plat being presented to the Board of County Commissioners of said County at their meeting held on the 11th day of July, 1935, was approved for filing by said Board and I, as clerk of said Board, was by it instructed to file hereon.

COUNTY CLERK,
OKALOOSA COUNTY, FLORIDA

COUNTY CLERK'S CERTIFICATE

I, Mallory B. Barrow, County Clerk of Okaloosa County, Florida, hereby certify that this plat complies with all the requirements of the Plat Act Chapter 10275 of the 1925 Acts of the Legislature of Florida and the same was filed for record the 11th day of July, 1935, and filed in the plat book of said County.

CLERK, CIRCUIT COURT,
OKALOOSA COUNTY, FLORIDA

State 17'-11" indention and
a return 40 feet of lot 35
Unsettled Permanent &
Restoration Book 65 Page 674
By Reynolds
By Reynolds & Reynolds Clerk

FIRST JOE'S BAYOU ADDITION TO TOWN OF DESTIN OKALOOSA COUNTY, FLORIDA

CH. OVERMAN, JR. BAGDAD, FLORIDA

JUNE 1, 1935

ENGINEER'S CERTIFICATE

The undersigned hereby certifies that he has caused this plat to be made, that said plat is a correct representation of the land hereon described, that said land has been surveyed and staked as indicated, that permanent reference monuments (indicated R.M.) have been placed as required by Plat Act Chapter 10275, that sign (1) means feet.

Ch. Overman, Jr.
FLORIDA REGISTERED SURVEYOR

DEDICATION

Know All Men by These Presents: That Destin Realty Company, a Florida corporation, owner of the lands hereon subdivided, hereby dedicates to the public the streets, roads and parks as designated on this said plat and also Main Street, Bayou Drive and Harbor Lane, each 100 feet wide and the 40 ft. wide Cobbs Point Drive designated hereon, reserving to itself, its successors and assigns all rights of reversion should said streets, roads or parks be vacated by the public, in accordance with law.

In Witness Whereof, said corporation has hereunto set its hand and seal on this the 1st day of June, 1935.

Signed, sealed and
delivered in the
presence of:
W. H. Overman
T. C. WATTS

DESTIN REALTY COMPANY

W. H. Overman PRESIDENT

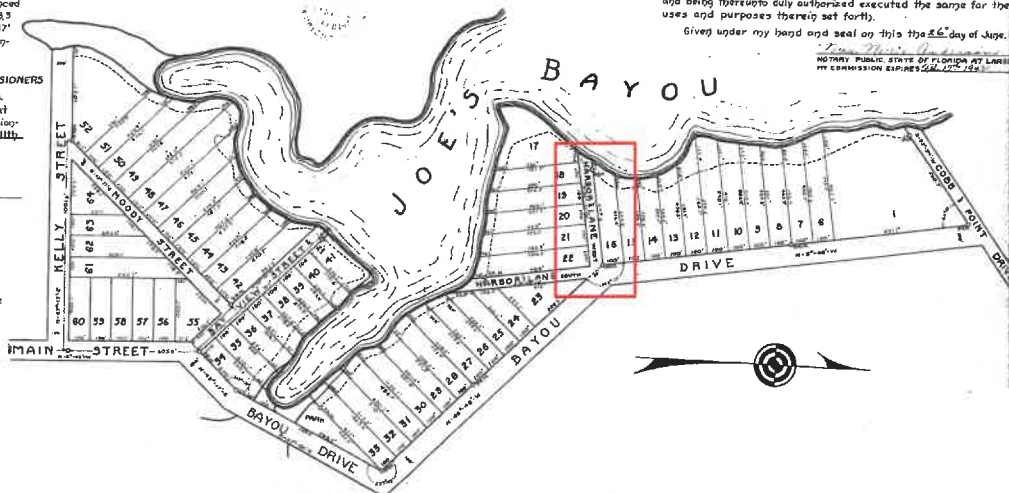
ATTEST: W. H. Overman SECRETARY

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before the subscriber personally appeared Tyler Calhoun and L. Kelly, well known to me to be the respective president and secretary of the Destin Realty Company, a Florida corporation, and the individuals so described in and who so executed the foregoing dedication and they acknowledged that they are duly officers and being thereto duly authorized executed the same for the uses and purposes therein set forth.

Given under my hand and seal on this the 1st day of June, 1935.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 22nd JULY 1935



SAFE HARBOR

Being a Replat of Lots 17, 18, 19, 20, 21, 22, 23, 24, & the Westerly 600 ft. of Lot 25 of First Joe's Bayou Addition to the Town of Destin, Okaloosa County, Florida; as recorded in Plat Book 1 at Page 19 1/2 of the Public Records of Okaloosa County, Florida.

DESCRIPTION:
Lots 17, 18, 19, 20, 21, 22, 23, 24, & the Westerly 600 ft. of Lot 25 of First Joe's Bayou Addition to the Town of Destin, Okaloosa County, Florida; as recorded in Plat Book 1 at Page 19 1/2 of the Public Records of Okaloosa County, Florida.

DEDICATION:
State of Florida:
County of Okaloosa.
Know all men by these presents that Donald W. Dick and Delta R. Dick, wife, owners of the lands shown herein have caused said lands to be subdivided and Platted, do hereby dedicate to the use of the Public all Streets, Roads or other Public Places as shown, in Fee Simple.

Witness: And C. Cook

Seal: And C. Cook

Witness: Donald W. Dick

Seal: Donald W. Dick

ACKNOWLEDGMENT:
State of Florida
County of Okaloosa
Before me a Notary Public, personally appeared Donald W. Dick and Delta R. Dick, man and wife, to me well known and known by me personally to be the persons who executed the foregoing Dedication of their free will and deed for the purposes therein expressed.
Witness my hand and seal this 1st day of June, 1966.

Notary Public And C. Cook
My Commission Expires 1-1-67

SURVEYORS CERTIFICATE
I hereby certify that the lands shown herein were surveyed, subdivided and laid out under my direction and that the Plat shown herein is a true and correct representation thereof. I further certify that permanent reference markers (P.R.M.) have been set as required by Chapter 10215, Laws of Florida, Acts of 1955.

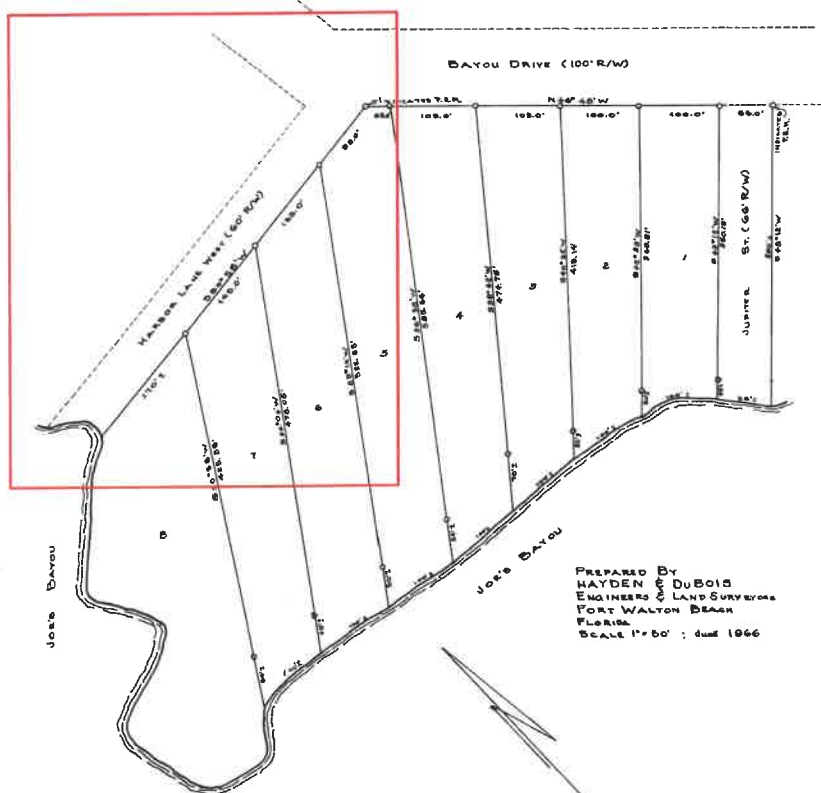
Edith W. Boyd
Reg. Land Surveyor No. 1126

APPROVAL OF BOARD OF COUNTY COMMISSIONERS:
This certifies that this Plat was presented to the Board of County Commissioners of Okaloosa County, Florida, and was approved by them on the 28 day of June, 1966.

FILING CERTIFICATE:
I, Cecil W. Anchors, Clerk of the Circuit Court of Okaloosa County, Florida, do hereby certify that this Plat conforms to the provisions of Chapter 10215 Laws of Florida, Acts of 1955, and is hereby filed in the Official Records of Okaloosa County on this 28 day of June, 1966, in Plat Book # at Page 31.

Cecil W. Anchors
Clerk of the Circuit Court

PREPARED BY
HAYDEN & DUBOIS
ENGINEERS & LAND SURVEYORS
FORT WALTON BEACH
FLORIDA
SCALE 1"=50' : dmd 1966



CODE VIOLATIONS

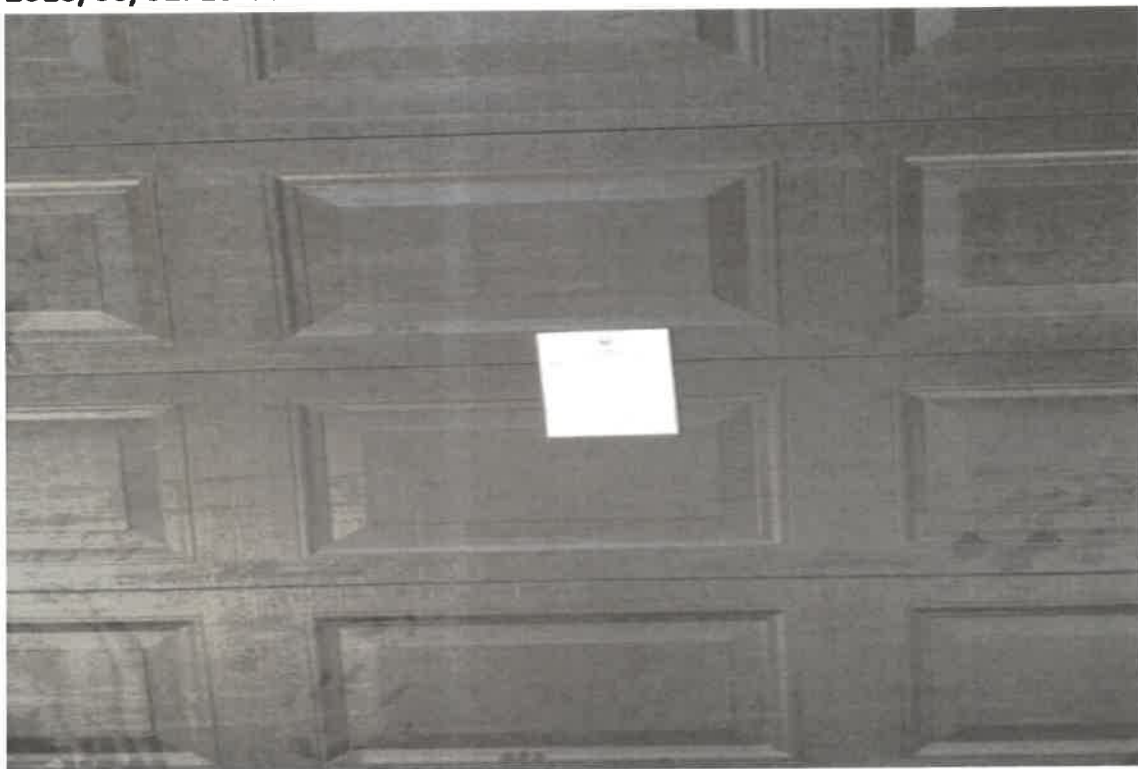
Summary of Code Violations

Number	Open Date	Close Date	Description / Summary
1	2017/12/18	2017/12/19	went out to 604 Harbor Lane to address a parking complaint. Upon investigating the allegations, Donald and I met with the Kevin Miller of Gary Miller Homes. He informed us that the owner (Timothy Krueger) had made arrangement to have the vehicles in question stage at the location. Mr. Miller stated that he was not aware of whom this arrangement was with. Attached are the photographs taken of the signage and the vehicles as well as a screenshot of Property Appraiser's card. Posted on the signs instructed that parking violations be addressed by the sheriff's office along with state statues.
2	2018/06/01	2018/06/04	Park sign damaged, chain along driveway,
3	2018/07/18	2018/07/19	Illegal Parking
4	2018/08/23	2018/08/31	Illegal dumping of blue foam from pool finishing. Blue discharge is from pool company finishing pool. Spoke to the owner of Jeff Pools (Jeff) and told him it needs cleaned up because it could possibly wash into Bayou, he said he'll send his guys out there. I emailed him (Jeff) pictures along with an emailed warning.
5	2019/02/11	2019/02/11	Discharge of pool water into Bayou
6	2019/04/09	2020/01/21	Illegal installation of power pole, camera, gate, rope fencing, etc.
7	2019/05/02	2019/05/02	Dogs at the access area
8	2019/07/06	2019/06/06	Loud music across bayou
9	2019/08/23	2019/08/29	Concern over potential dredging in the access area

2017/12/18 – Case No. 17-002066



2018/06/01: 18-001456





2018/08/23 Case No. 18-001776 (Blue Foam from pool finishing)



Rey Bailey

From: Sommer Jarosewicz <sommertime77@icloud.com>
Sent: Friday, May 1, 2020 11:45 AM
To: Rey Bailey
Subject: Fwd: 3-16-2020 council mtg (vac.of ROW)

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Sent from my iPhone

Begin forwarded message:

From: Sommer Jarosewicz <sommertime77@icloud.com>
Date: March 12, 2020 at 10:04:31 AM CDT
To: rbailey@cityofdestin.com
Subject: 3-16-2020 council mtg (vac.of ROW)

My name is Sommer Norwood Jarosewicz. My address is 804 Jupiter Street. My family has enjoyed this ROW access for over 18 years.

Police Reports for the past five years at and around this location show that 0 arrests have been made. It is evident that Harbor Lane is just as safe as every other street in Moreno Acres. We just have VERY LITTLE crime!!

While every owner deserves access to their driveway and their property..... I do Not believe this property needs to be secured in the manor that's being requested by the new resident. Therefore I do NOT support a vacation of ROW.

I turned in police reports for the past five years for Harbor Lane at our prior council mtg should anyone want to take a look at the records. You will see that there are less than a handful of parking complaints and 0 parking complaints in 2019 to current. Reports also show our OCPD watch orders have increased tremendously since we requested them after our mtg in August 2018. Each time an officer drives by the location it is recorded. There are nearly 100 watch orders for 2019!

Thank You for your time.

Sommer Norwood Jarosewicz
850-259-1901

Sent from my iPhone

Rey Bailey

From: Sommer Jarosewicz <sommertime77@icloud.com>
Sent: Friday, May 1, 2020 12:24 PM
To: Rey Bailey
Subject: Re: March 16, 2020 Council Meeting

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Thank you so much for your quick response! I just resent my email from the previous cancelled council mtg. to be included in councils packets for the upcoming mtg.

Thanks again

Sommer Jarosewicz
804 Jupiter Street

Sent from my iPhone

On May 1, 2020, at 12:08 PM, Rey Bailey <rbailey@cityofdestin.com> wrote:

Ms. Jarosewicz,

Attached is the flyer of ways citizens may participate in the meeting.

Below is the link to the press release for Monday night's city council meeting.

<https://www.cityofdestin.com/CivicAlerts.aspx?AID=886>

Please forward any materials you wish to be added to the May 4th agenda before the end of this week. The agenda will be republished first thing Monday morning. Thanks

Regards,

Rey

Rey Bailey
City Clerk
City of Destin
Phone: (850)837-4242
Fax: (850) 837-3267
E-Mail: rbailey@cityofdestin.com

Hi my name is Sommer Jarosewicz. I have a few questions I need help answering. Since it has been decided to go ahead with the city council mtg regarding the Krueger property and our neighborhood water access..... will we be allowed to attend in person still? If so what accommodations will be made for the attendees as well as the ones who are not able to attend due to compromised immune system? Will they be able to watch and speak still on line? If so can you let us know how to attend that? We have many elderly people in Moreno Acres area who won't be able to attend and are not very tech savvy. Also I submitted an email to you a week prior to the second council mtg that got cancelled. Will my email and information I sent then still be in the council's packet and documents for the current council meeting?

Thank you.

Sommer Jarosewicz 850-259-1901 sommertime77@icloud.com

Sent from my iPhone

"Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure."

<Electronic Meeting Flyer with Sworn Testimony_.pdf>

Rey Bailey

From: Sommer Jarosewicz <sommertime77@icloud.com>
Sent: Friday, May 1, 2020 11:56 AM
To: Rey Bailey
Subject: City council mtg regarding neighborhood park in Moreno acres

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi my name is Sommer Jarosewicz. I have a few questions I need help answering. Since it has been decided to go ahead with the city council mtg regarding the Krueger property and our neighborhood water access..... will we be allowed to attend in person still? If so what accommodations will be made for the attendees as well as the ones who are not able to attend due to compromised immune system? Will they be able to watch and speak still on line? If so can you let us know how to attend that? We have many elderly people in Moreno Acres area who won't be able to attend and are not very tech savvy. Also I submitted an email to you a week prior to the second council mtg that got cancelled. Will my email and information I sent then still be in the council's packet and documents for the current council meeting?

Thank you.

Sommer Jarosewicz 850-259-1901 sommertime77@icloud.com

Sent from my iPhone

Rey Bailey

From: Joanne <joanne.bouchillon@aol.com>
Sent: Friday, May 1, 2020 5:06 PM
To: Rey Bailey
Subject: Fwd: Harbor Lane Vacation
Attachments: Ordinance 20-07-CN Harbor Lane Council 2 Pkg.pdf

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Sent from my iPhone

Begin forwarded message:

From: Joanne <joanne.bouchillon@aol.com>
Date: May 1, 2020 at 5:04:31 PM CDT
To: Joanne <joanne.bouchillon@aol.com>
Subject: Fwd: Harbor Lane Vacation

Mr. Bailey,

Attached is the information I previously sent over in March requesting it be given to the Council members prior to the second reading. From what I understand, everything anyone ever sent in and requested to be included was not archived to be put forward once the city and council rescheduled this meeting that they cancelled?

Since yesterday was the first notice anyone who has been following this process received and response was, everything had to be submitted by end of the week (today), again it did not leave any time nor near sufficient notice.

I know when I say this, this is very unfortunate way of notifying your constituents and at best, poor public interaction for an issue that the city has known is a hot topic for hundreds of residents giving less than 24 hours notice to submit. Very disappointing and really not a good practice for public meetings where the community has a vested interest.

Please add my attached documents to be put forth to City Council members for the second reading of the Harbor Lane Partial vacation of ROW.

Kind regards,
Joanne Bouchillon

Sent from my iPhone

Begin forwarded message:

From: joanne Bouchillon <joanne.bouchillon@aol.com>
Date: March 16, 2020 at 10:02:22 AM CDT

To:
Subject: Harbor Lane Vacation

21

March 11, 2020

Ordinance 20-07-CN Harbor Lane VROW

Dear Sir/ma'am,

As a resident of Moreno Acres, I'm writing to you in opposition to the second reading of the above referenced motion. I have attended both 2018 and 2020 LPA meetings, the previous council meeting and have listened to the February 5 2018 Council meeting. I have also researched and read hundreds of historical documents regarding this beautiful neighborhood sanctuary that I and many others use and have done so for decades.

It is well documented throughout time in City Council Minutes, Rec Committee Minutes and Parks & Recreation Minutes; the seawall construction and allocating and moving funds to pay (\$8k) steps and deck construction, parks and city maintenance, neighbors' contributions both financially and in sweat. All to preserve and maintain this recreational area for the people. I have these minutes and they are available online.

I have listened to neighbors vehemently oppose this vacation today and throughout recent history. No one is attempting to deny access or a driveway that already exists. What I oppose is the city vacating this portion of a waterfront access to a private citizen. Placing a gate at the end of the asphalt will not solve any parking issues and prevent anyone from parking in front of the gate. This was the consensus at the last LPA meeting.

Now here is my issue: safety and a detriment.

At the last LPA meeting in January I utilized my time to speak on this issue that stood out for miles above anything and one that I felt was very important to me and my family. Placing a fence, barrier or wall along the line of the driveway would potentially create a nightmare of a safety issue for me walking down to that spot by myself. By creating an alleyway with no clear line of sight as to what or who could be behind that wall/fence could be extremely detrimental to my safety and infringe on my right to peaceful enjoyment I even submitted a document "DISTANCE IS PREVENTION (att. 1.) Allowing the vacation would grant the homeowner "sole" right to that property and therefore the city would have no further control over what could be permitted there. Now here's where things became blurred for me:

After the LPA meeting city staff held a meeting with OCSO Capt. Nix and Lieutenant Joseph Fulghum and we can all see Capt. Nix recommendations. If safety is not and was not a concern for the city, who and why was that meeting called after the LPA meeting? Based on your own top law enforcements opinion:

"Putting up a fence or barrier including shrubbery could create a vision impediment and safety issue at night for the rest of the water access area, even a picket fence could create blind spots. This would make security patrols more cumbersome".

After looking at the packet that was sent up to council, I was aghast that my submitted documents in particular one referencing my safety concerns, were not anywhere included. My voice I felt was silenced.

The next blurred moment for me surrounds a meeting with MS. Kopp. Prior to the council meeting MS. Kopp E-Mailed a request to sit down with a handful of the community to see if there could be a compromise and a potential solution. I attended and again in this meeting, concerns were raised with opposition to both the gate and fence for safety concerns and again the need to maintain a clear line of sight and keep the access open. Ms. Kopp made the observation that the sticking point for us obviously was the gate and fence and the meeting ended. Nowhere in this meeting was it presented or discussed with us that a meeting with Capt. Nix had occurred and that we seemed to share the same valid concerns. I went in with full transparency in mind and felt in leaving, that was not reciprocated. We need transparency coming from our city staff to the citizens.

It is also continually referenced from staff that the concrete wall that is encroaching onto the ROW by the adjacent property has nothing to do with the applicant's property nor this application and we need to shift the focus to the potential vacate. IF the ROW is 60ft wide and there's a wall encroaching running through the ROW and the area is not really 60FT surely it has everything to do with this ROW. Taking a percentage of the TOTAL area and presenting it as such would not be presenting the correct calculation in the full context and expectation of transparency.

The next blurred area for me is the recommended motion:

1. Putting up an opaque fence or barrier including shrubbery or anything that could create a vision impediment to the remaining ROW shall not be allowed. KEY WORD HERE -REMAINING.

How creative is that verbiage? Once the council vacates that portion of the ROW it then becomes property of the homeowner and this recommendation would only be applicable to the "REMAINING" ROW that the city controls correct?

Look at the boundary survey submitted (att. 2.) Clear as day the outline for the fence is referenced with the words "PROPOSED BRICK" That's NOT opaque. Is there anything in the building code or permitting process that prevents a homeowner from erecting an 8 ft wall or wooden fence? Why on earth would the city even consider opposing the recommendations of their own chief law enforcement officer and the majority of citizens that have showed up, stood up, spoke up and opposed this vacation? What about our safety?

I am also enclosing again the original hardscape design by Callie & Co that I presented in the last meeting (att. 3.) It shows received by the city May 2017 and was submitted with the house plans prior to any construction or known parking issues. Original plans show the full personal use of the public ROW surrounded by a fence and a gate. Who instructed Callie & Co to design in the public ROW?

Vacations of ROW'S are not new each is individual but I believe the need to protect all of our public spaces and water accesses and ROW's is of vital importance to the residents and should be a top focus of the City of Destin and the honorable council members and honorable mayor. I'm submitting a document I came across from our neighboring counties (att. 4.) It addresses the need to grant maximum protection to these water access ROW'S, Reassert the public's right to use and amend the local charter to include a blanket prohibition on vacating ROW'S that either currently do, or in the future could offer access to the water. This has to be a shared vision for the city and its residents it serves.

Therefore, I am asking you, honorable council members to deny this vacation of the partial ROW and make an immediate motion to pave the road 40-60ft to the applicant's Western line of his driveway on his property with the funds that Councilman Destin graciously allocated in the first reading for improvements.

This will allow the applicant to connect his driveway to the road enabling access and securing his property and furthermore honoring the recommendations of Capt. Nix that "no fence, barrier including shrubbery that could create a vision impediment that will make patrols more cumbersome" be placed in the ROW. Members of our community have reached out to the applicant and even this past week met with the applicant's attorney to propose options. As of this evening I am unaware of any response.

I Sincerely appreciate your time and attention to this very important matter and know that the job you do is not one taken lightly nor is it easy, but not all things that are worth it are easy. Please, listen to your residents and deny this vacation.

With kindest regards,

Joanne Bouchillon

(Att. 1)

Distance Is Prevention

Distance removes opportunity from the attacker's equation. It can be used to avoid or escape (leaving, in the previous list of choices) from a potential attack. Maintaining a safe distance, such that a potential threat will need to take at least a few steps in order to reach you, is crucial. It isn't realistic to assume you can maintain a safe distance from all people at all times, but it's also unnecessary to do so. In the company of friends, there is no need to maintain a safe distance. In a crowded place, under normal circumstances and where there are no warning signs or pre-attack indicators, it's also unnecessary (and impossible) to maintain distance. But when you're in an isolated area, see warning signs, pre-attack indicators, or don't feel right, you should strive to create as much distance as possible between yourself and any potential threat.

In isolated areas, you should also keep a safe distance from places an attacker may hide in order to surprise you. Keep your distance from recessed doorways and corners, and walk on the side of the street where there are no cars. If someone is approaching and on track to cross your path, cross the street or change direction. Run if you need to.

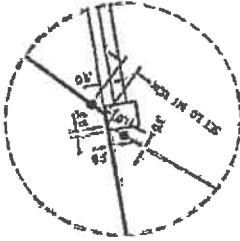
If you've already been approached by a potential attacker, your first choice is still to escape or leave as long as you can do so safely. The key is to do it under the right circumstances, with the right attitude, and at the right time. Many predators will "interview" potential victims, asking questions, violating distance, and watching to see how the target responds. At the interview stage, especially in areas where witnesses are present, where the predator will need to get you to an isolated area first, leaving can be a sign of uncooperativeness, a sign that you will not comply or make a good victim. But in an isolated area where the predator already has the opportunity to attack, leaving may make that opportunity even more attractive. So the key to leaving as a purposeful strategy, is only to use it during the interview stage, as a sign of active noncompliance.

Another very important point to keep in mind when walking away from a threat, no matter where you are or how many people are around, is to maintain your awareness of the threat's position and location. Keep your eye on the threat to make sure he's not coming up behind you. Leaving may seem obvious, but if you don't purposefully make the choice, you may not do it. Social conventions or fear may stop you from leaving when you should. Understand that leaving is your first choice, and make it whenever you can. In the coming section on de-escalation, I'll cover another element of effective leaving, dominating your opponent verbally and with body language.

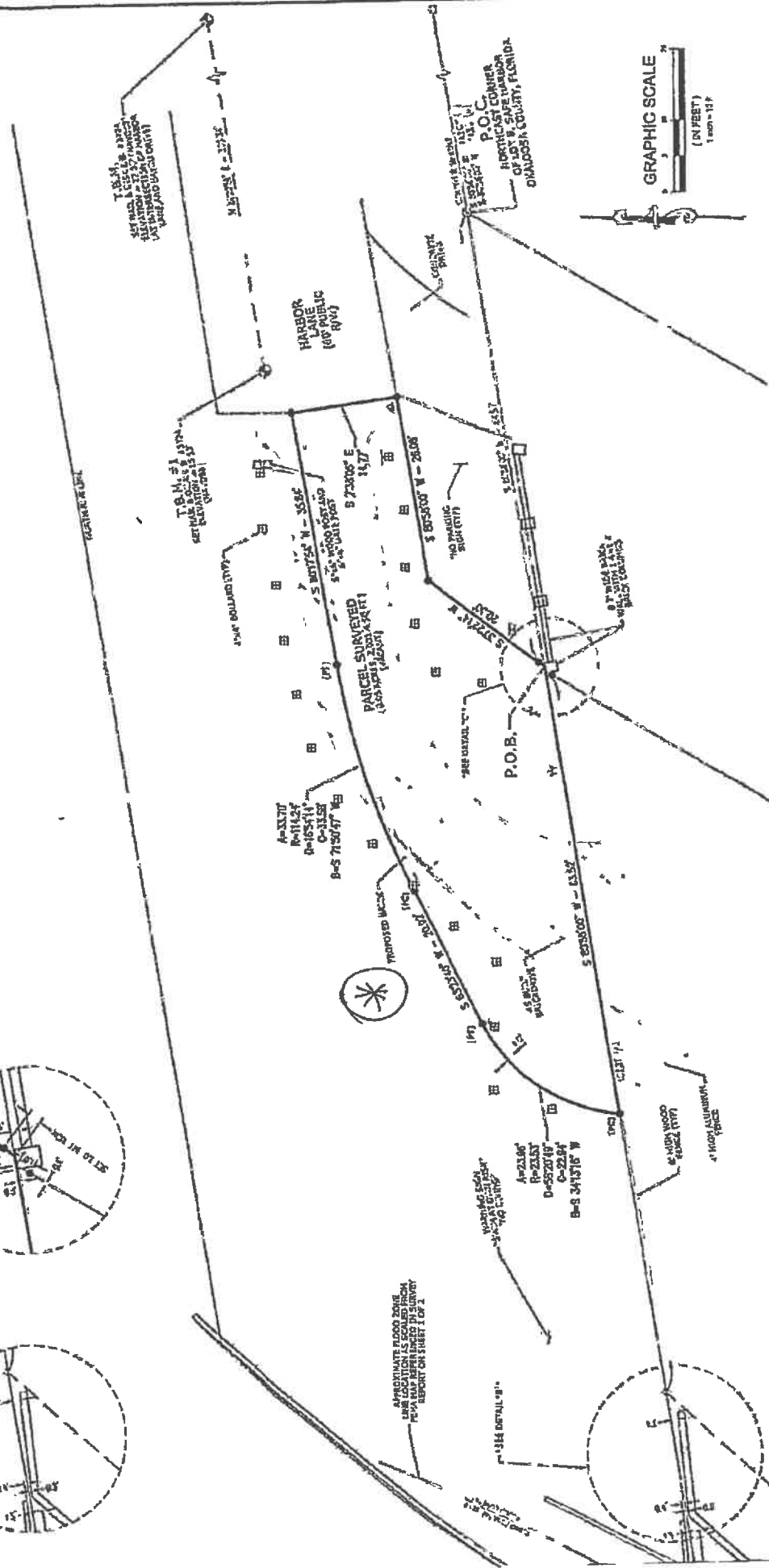
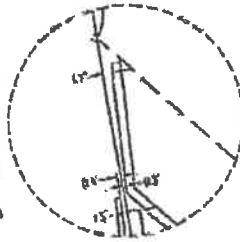
BOUNDARY SURVEY

Sheet 2 of 2

DETAIL "C"
SCALE: 1" = 5'



DETAIL "B"
SCALE: 1" = 10'



SHEET 2 OF 2

DATE	REVISION
11-13-19	ADDED BLOCK 1001 - 1002
11-15-19	ADDED BLOCK 1003 - 1004

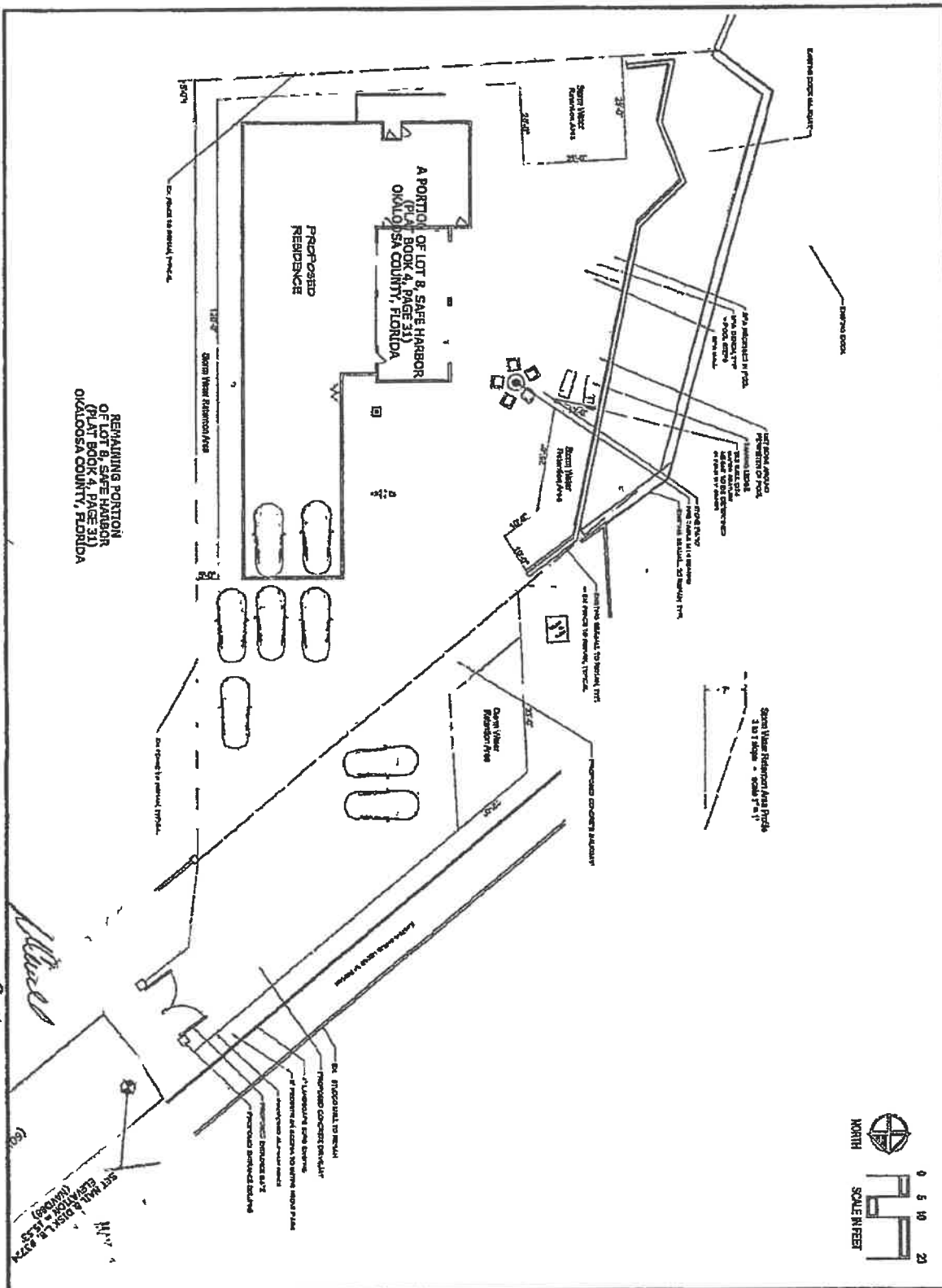
BOUNDARY SURVEY OF A PORTION OF LAND IN
UN-SECTIONALIZED TOWNSHIP 2 SOUTH, RANGE
22 WEST, OKALOOSA COUNTY, FLORIDA.

FOR: TIM KRUEGER

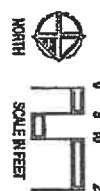
SCALE: 1" = 10'	DWG. DATE: 11-13-19
Surveyor: E. W. BURG'S	FIELD DATE: 11-15-19
PROJECT: 10-289	FIELD BOOKS: 2177, PAGES 24-25 (197)
SHEET: 15-1504	2115, PAGES 58-60 (15)
	22215, PAGES 14-16 (15)

Emerald Coast Associates Inc.
227 COUNTY HIGHWAY 200 SOUTH
P.O. BOX 1000, SANTA ROSA, FL 32909
(850) 267-0070
Land Planning • Engineering • Surveying
Since 1975

EXHIBIT 3 (Att 3.)



5-9-12



HARDSCAPE PLAN KRUEGER RESIDENCE 664 HARBOR LANE DESTIN, FL

SCALE	1"=10'-0"
DATE	11-11-11
DESIGNED BY	11-11-11
DRAWN BY	11-11-11
CHECKED BY	11-11-11
APPROVED BY	11-11-11

664 HARBOR LANE
DESTIN, FL 32541
CRS CONSULTING
CRS CONSULTING.COM

(Att 4.)

Rights of Way to the Water

I. Nature of the tool

Many communities have public rights of way (ROWs) established by virtue of neighborhood plats. ROWs often serve as valuable beach and/or water access. Often times people do not understand the legal status of ROWs, but simply know that an area that leads to the water seems to be open to the public. In some cases much of the public does not know of the existence of ROWs that they could be using to access the water.

II. Relationship to waterfronts

The only ROWs that concern us in this context are those that offer access to the water. Development plats establishing streets sometimes show streets that lead to the water. In such a case, the plat establishing the right of way for a public road vests title to such land in public hands. Cases have come light in which local governments, under pressure or in conjunction with private or development interests, have freely vacated ROWs leading to the water. Such vacation of ROWs represents a needless loss of a very valuable public resource at a time when all local governments with waterfronts keenly feel the pressure to maintain water access.

III. Legal Issues

Upon acceptance of a subdivision plat by a local government, the ROWs shown on the plat become the public property of the local government.¹ Dedication of ROWs does not mean that such ROWs are always developed in accordance with the plat. When ROWs are not developed, state law allows for petitions to vacate² the ROW. Typically, abandonment of an ROW by a local government results in reversion of the property interest to the abutting land owners.³

Thus, property owners abutting ROWs may wish to see the ROWs vacated so that they can make exclusive use of the land. State law requires a noticed public meeting prior to the vacation or abandonment of any ROWs held by a county.⁴ Some local governments have adopted procedures more stringent than statutory requirements for the vacation of ROWs.⁵

IV. Pro & Cons

The pros of maintaining ROWs clearly outweigh the cons. Prohibitions on vacation of do not cost the local government anything. However, vacation of ROWs can be politically very expensive for a local government as the local population will typically view this as cronyism in politics.

¹ FLA. STAT. § 177.081(3) (2005).

² Vacate means that the local government abandons its ownership interest in the land.

³ FLA. STAT. § 177.085 (2005).

⁴ FLA. STAT. § 336.10 (2005).

⁵ See, e.g. Brevard County, Florida, Code of Ordinances, sec. 86-36; Ft. Meyers, Florida, Code of Ordinances, secs. 28-161 through 28-165.

V. Best policy practice

Local governments should address two separate issues in their policies on ROWs. First, they should address the existence of ROWs that can provide water access, and second, they should grant maximum protection to such ROWs.

To accomplish the first, local governments should undertake research to identify ROWs that provide water access. The Maine Coastal Program funds the "Right of Way Discovery Program." This program provides grants to local governments to conduct detailed research to discover forgotten or overlooked ROWs that provide public access and reassert public rights over such ROWs.

Second, local governments need to protect ROWs. A number of local governments go well beyond state law requirements for a noticed public meeting before vacating ROWs. For example, Washington, Bay, and Palm Beach counties have identical provisions in their codes of ordinances that prohibit the vacation of ROWs. These state:

No right-of-way, road, street, or public accessway giving access to any publicly accessible waters in the County, shall be closed, vacated or abandoned except in those instances wherein the petitioner(s) offers to trade or give to the County comparable land or lands for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the discretion of the Board of County Commissioners.⁶

While such prohibitions offer greater protection than state law, such ordinances can still be overcome by subsequent decisions of the city or county commission. The best policy is for local governments to amend their charter to include a blanket prohibition on ROWs that either currently do, or in the future could, offer access to the water. Bradenton Beach offers an excellent example. Article IV, section 11 of the Bradenton Beach charter states that "No city right-of-way that provides direct or indirect beach, bay or water access shall be sold or vacated by the City."⁷

⁶ Washington County, Florida, Code of Ordinances, sec. 10.03.03; Bay County, Florida, Code of Ordinances, sec. 12.04.03; Palm Beach County, Florida, Code of Ordinances, sec. 22-45.

⁷ Bradenton Beach, Florida, City Charter, art. IV, sec. 11.

Rey Bailey

From: NA NA <markndebra@cox.net>
Sent: Friday, May 1, 2020 5:04 PM
To: Gary Jarvis; Rodney Braden; Parker Destin; Steven Menchel; Cyron Marler; Chatham Morgan; Skip Overdier; Prebble Ramswell; Rey Bailey
Subject: Harbor Lane ROW
Attachments: Debras Letter to Destin City Council.docx

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good afternoon,

Please find attached my letter regarding the Harbor Lane R.O.W.

Thank you and have a good day,

Debra

March 12, 2020

To All Destin City Council Members,

My name is Debra L. Magouirk and I reside at 721 Planet Drive.

First, I would like to thank all of you for your dedicated service to our City and residents.

I have lived and worked in Ft. Walton Beach and Destin since 1966. I worked at the old Marlborough Marina for years for Mr. Mitler (best job I've ever had), picked up bait from Mrs. Muriel several times in those wee hours of the morning, cleaned fish for Her Majesty for many years, worked at East Pass Marina, etc. As you can see, I have spent most of my entire life either on the water or working by the water.

My husband and I built our dream home on Planet Dr. after taking many, many years to find the right lot and location. This was the perfect fit for the closeness to the waterways and a great neighborhood.

I oppose the vacation of the right of way on Harbor Lane, not to just Mr. Krueger, but to any other landowner that owns property next to a "right of way". These right of ways in Destin have been used by the residents for many, many years and should remain that way for all.

I would like to thank you for the \$25,000 offered to improve the right of way on Harbor lane, but I believe this money should be allocated for a better purpose.

Our community has been working diligently to come up with a solution that would make everybody happy. If you, the City Council would pave the 45', as mentioned in the meeting on March 2nd, this would provide the perfect solution for both parties. First, we would keep our complete right of way and Mr. Krueger could build his gate, fence, wall etc. on HIS property line. Mr. Krueger does not need this partial vacation of right way to do that. Mr. Krueger is a smart man and I believe when he was looking to purchase this land that he knew and understood full well regarding the access to the property. Therefore, I believe he purchased this property with the intention of filing for the partial vacation of the right of way. (free land)

By approving this partial vacation of right of way, you would not only be giving free WATERFRONT property away to one individual and setting a precedence, but would be taking this property away from hundreds of residents. That is just not right for any reason.

I hope all of you will do the right thing for just not the residents of Moreno Acres, but to all residents that would be affected by vacating any partial or full right of ways in Destin.

Thank you for your time.

Debra L. Magouirk