COMMISSIONERS:
ERIC HINSON
District 1
ANTHONY 0. VIEGBESIE, PhD
District 2
GENE MORGAN
District 3
BRENDA A. HOLT
District 4
SHERRIE TAYLOR
District 5

Gadsden COUNTY
PLANNING AND COMMUNITY DEVELOPMENT

Dr. Henry Grant
Interim County Administrator

Clayton Knowles
County Attorney

Jill Jeglie
Interim Growth Management Director

GADSDEN COUNTY
BOARD OF COUNTY COMMISSIONERS

EDWARD J. BUTLER
GADSDEN COUNTY GOVERNMENTAL COMPLEX

GADSDEN COUNTY PLANNING COMMISSION
Thursday, June 4, 2020
6:00 p.m.

Due to the restrictions on gatherings as a result of the COVID-19 virus, this meeting and public hearings may be viewed by accessing the Gadsden County Board of County Commissioners Facebook Page, **www.facebook.com/GadsdenCountyBOCC** . Those wishing to provide public testimony for the meeting and public hearings will be able to do so by accessing the Zoom platform, with virtual meeting access details that will be posted to the Gadsden County website, **www.gadsdencountyfl.gov.** Public comment for the meeting and public hearings should be submitted via email to **CitizensToBeHeard@gadsdencountyfl.gov** until noon on the days of the meeting in order to allow sufficient time for provision to the Planning Commission prior to the meeting and public hearings. Any comments submitted after this time will be accepted and included as part of the official record of the meeting.

---

1. PLEDGE OF ALLEGIANCE

2. INTRODUCTION OF MEMBERS – Roll Call

3. APPROVAL OF THE AGENDA

4. ELECTION OF OFFICERS

5. APPROVAL OF MINUTES – Sept. 19, 2019, November 14, 2019 and March 12, 2020

6. DISCLOSURES AND DECLARATIONS OF CONFLICT

PUBLIC HEARINGS

7. SR 267 Bainbridge Rd Future Land Use Map Amendment (SSPA 2020-01) (LEGISLATIVE) – Consideration of an amendment to the Comprehensive Plan Future Land Use Map from the Agriculture 1 to the Commercial future land use district for 2.5±

acres of the 115.65 acre parcel referred to by Tax Parcel Identification #2-14-3N-4W-0000-00110-0000.

8. Greensboro East, SR 65 Communication Tower Conceptual/Preliminary Site Plan (SP-2020-02) (QUASI-JUDICIAL) – Consideration of an application for a conceptual/preliminary site plan to approve a 250' tall communication tower to be located on a 10,000 sf. leased area on a 100 acre parcel to be located on the east side of SR 65, Hosford Highway, Quincy, referred to by Tax Parcel Id #3-19-2N-4W-0000-00130-0000 with one (1) deviation from the setback requirements of Section 5800 Communication Towers of the Gadsden County Land Development Code.

9. Havana North, 84 Triple H Lane Communication Tower Conceptual/Preliminary Site Plan (SP-2020-03) (QUASI-JUDICIAL) – Consideration of an application for a conceptual/preliminary site plan to approve a 250' tall cellular communication tower to be located on a 4,800 sf. leased area on a 15.52 acre parcel located at 84 Triple H Lane, Havana, referred to by Tax Parcel Id #2-21-3N-2W-0000-00230-0000 with three (3) deviations from the setback requirements of Section 5800 Communication Towers of the Gadsden County Land Development Code.

GENERAL BUSINESS

10. PLANNING COMMISSIONER QUESTIONS AND COMMENTS

11. DIRECTOR'S /PLANNER COMMENTS –

12. ADJOURNMENT OF MEETING

The next regularly scheduled meeting is July 16th, 2020 at 6:00 pm.

Pursuant to Section 286.0105, Florida Statutes, the County hereby advises the public that: If a person decides to appeal any decision made by this Board, agency, or meeting or hearing, he/she will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the County for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should call the Planning & Community Development Department at 875-8663, no later than 5:00 p.m. at least 48 hours prior to the meeting.

AT A WORKSHOP OF THE PLANNING COMMISSION HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON SEPTEMBER 19, 2019 AT 6 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:

Present: Libby Henderson District 3
Marion Lasley, District 5
Doug Nunamaker District 3
Lorie Bouie (arrived at 6:56 p.m.)
Tracey Stallworth, District 2

Absent: Steve Scott, School Board Representative
Regina Davis (arrived at 6:35 p.m.)
Antwon McNeill

Staff Present: David Weiss, County Attorney
Suzanne Lex, Growth Management Director
Jill Jeglie, Senior Planner
Muriel Straughn, Deputy Clerk

Chair Henderson announced the commission did not achieve a quorum. Therefore, it would proceed as a workshop only as which it would not conduct general business.

~~1.~~ **~~Pledge of Allegiance~~**

~~2.~~ **~~Introduction of Members & Roll Call~~**

~~3.~~ **~~Approval of the Agenda~~**

~~4.~~ **~~Disclosures and Declarations of Conflict~~**

5. **CHAPTER 4, Land Use Categories (Legislative) (LDR 2018-05)**

Growth Management Director Suzanne Lex noted that the definitions were distributed to the Commission at the last meeting on August 22, 2019. She recalled that the commissioners had asked her not to resend the hard copies. However, she pointed out that Attorney David Weiss had suggested some changes and she added them as an additional two pages and sent one full copy (with the additional two pages highlighted) to each of the commissioners.

She queried the commissioners to make certain that everyone had a “strike-thru & underlined” copy as well as a clean copy of the material in front of them. All members reported that they had the workshop materials.

Ms. Lex stated for the record that she sent the materials to the Web Master to be posted on the County website for the public eight days before the meeting. However technical issues with the website prevented it from getting posted. She also stated that in the future, she would ask the Web Master to make a notation on the website for the public to contact the

Planning Department when the materials are not available in the manner the County policy dictates.

Commissioner Lasley stated that the policy goals call for the material to be posted ten (10) days before a meeting.

Ms. Lex reported that a paid consultant was hired to update the Land Use Code. However, she was unable to finish the work by the end of the first year. Ms. Lex reported that the Planning Commission had given direction to staff to notate the method of approval along with the "uses" in the Code. She pointed out the references in Chapter 7 to the approval processes. (A – E have been reviewed by the Board already.)

She presented F, G, & H at this meeting.

Agriculture 1; Agriculture 2; and Agriculture 3 (as shown on the Future Land Use Map in the room) will become the zoning districts upon adoption of the changes currently being developed.

Section A – Introduction
Section B- now lists the allowable uses in the zoning districts. It references some uses that can be done in Ag 1, Ag 2, and Ag 3. Houses of worship; agritourism – new in the FL Statutes; commercial riding activities; solar farms in Ag 2 or 3 are listed as a special exception (subject to Citizen Bill of Rights).

Lex:
In Section B we have our Bulk Regulations through density through density and how much you can develop. I did suggest a change in this. That would be the immediate family exception provision – that you allow a minimum acreage size of 2.5 acres. (It is currently three acres.)

Bouie:
I don't understand. If this is an exception for families, why is there a size? My concern more would be if they are able to put the appropriate waste disposal or something like that rather than an acreage size. I don't understand the acreage size. For instance, if someone has five acres and four children. That means that only two children could have homes on the property.

Lex:
You are correct in the way that would apply the proposed density. Currently, in another section of our Land Development Code, we have a minimum of three acres standard. Why that three acres was chosen and how that was determined – whether it was scientific data or some sort of analysis of existing land use, I have no idea.

However, the way it was originally presented to you by the consultant, you could not do a family exception in Ag 1. I felt you should at least be able to do a family exception. If we were to work to reduce the family exception and the minimum lot size, you are talking about a well and septic on every property.

Bouie:
Not necessarily. I have sixteen acres and my well supplies three neighbors – one across the street and one on 10 acres in the back of my property.

Lex:
But we have to assume that if that is not going to be the case.

Bouie:
I mean, there are other means to assure that there are not two or three wells or whatever.

Lex:
That is correct and that is why I am asking if the board wants me to look at other minimum lot sizes. There was nothing in there. Before, it was blanket – if you had Ag 1, you could not have it. So, that may be even if somebody had six acres who could meet minimum lot size, they could not do it.

Lasley:
Why?

Lex:
It was a blanket, "You are not allowed to use the family exception in Ag 1. It did not recognize the fact that one parcel doesn't necessarily have to be five acres.

Lasley:
Right and that is the case many times. I would bet that there are very few that are five acres.

Lex:
Some may be six. Again, you may have some at four. I was looking for a compromise.

Bouie:
I don't know who the author is, so at this point, if you don't tell me that you did it, I am – you don't have to be defensive. My concern is not necessarily who wrote this. At one point, I did ask who the author is, but my concern is more to the point that there are homes next to me that have quarter acre lots that were done within the last 20 years. Now, I can't do the same thing similarly because I bought the property thinking I could do the same thing as my neighbors were allowed to do. That is my concern. People will not be able to do "like" changes to their property as the neighbors have already accomplished. Not that long ago, the neighbors were able to do something, but I am not able to do it now. There is no scientific reason for them not to be able to do it.

Lex:
Again, I do not know where the acres came from. I did not

Bouie:
It is o.k. Can we say "in like manner." My neighbor was able to do it 20 years ago and there was no harm found in their ability to do it as a family exception. I am saying that a neighbor should be able to do what they did.

Lex:
I do not think you could use the reference "in like manner," however we do have a time allowance in rural residential with a minimum of one acre. Is that a direction that the Planning Commission would want me to consider? Again, I thought it was unreasonable as it was written. I tried to offer a compromise at least where in Ag 1 you should at least be able to do that family exception. I used the 2.5 acres. You do need to think about septic and well because we are going to assume that there will be a new septic and a new well on every property because we do not have evidence to the difference.

Bouie:
At that point I would expect there to be some code in reference the density of the property because you wouldn't be able to put a septic tank on just any property without it being tested. At that point, I would expect other codes to come into play. Likewise, with the well. That is the point where I would expect the County to know or have a set of standards that the property owners could go by. In essence, I am saying maybe not to put a number on it, but then allow for other codes or standards to regulate if there is a septic tank. You have to be tested to find the property even qualifies for a septic tank. If there is a well, I don't know what the scientific standards are, but there are standards that should govern whether or not a well should be placed on a piece of property.

Lex:
And we have no control on those two issues.

Bouie:
We can't set standards that recommend what is environmentally friendly for any given property.

Nunamaker:
What we do have in so far as septic's go is if it needs to be a raised mound, it has to be a minimum of three acres. I don't get it, but that is the way it is. We live here in Agriculture pretty much. If we lived in Ag 1 with five acres and you drop it down to 2.5 acres, and you have to have a raised mound, you still get hit.

Lex:
And that is in our Code. That goes to the point where we had a section in our code that says three acres. As Doug says, we don't know where that came from. I have no evidence that three acres is necessary for a mounded system. The Health Department regulates where and what type of septic system goes on a lot.
The Water Management District issues permits for wells. If the Board wants to consider a minimum lot size that is lower for the family exception, let me know and I can start to work with data that could support it or not.

Lasley:
I can tell you that a minimum of three acres came from David when the Land Development Code was rewritten at some point in the past. There was David that said that the mounded septic needed – if it failed, then you needed to put it somewhere else, then you would need another area for it. That is the reason that the three acres is the number that was used. At that time, it was based on research that the Planning Director did at the time.

Lex:
Jill, was that while you were here?

Lasley:
It was Bruce Ballister.

Jeglie:
That was way back.

Lex:
We are talking 15 years?

Straughn:
25.

Lex:
So, we should really revisit where the data is today, so that we can base our decision on scientific information. That is exactly why I asked the board. Give me what you want and that is what I will look for and go for it. I just do not like the arbitrary, "You cannot do it in Ag 1." That did not seem reasonable.

Henderson:
Then with the definition of the immediate family (I know we are not in definitions yet, but looking at that as a companion issue, it says now proposed solely as a homestead. What would prevent somebody with 5 kids from taking their property and giving it to them as a family exception, getting houses built and then all of a sudden, selling everything off as a subdivision that didn't have to go through the subdivision review. If we say, "solely as a homestead," that could change in six months.

Lasley:
From three years.

Nunamaker:
Yeah, they do have a stipulation on that.

Henderson:
They could do that, though.

Lasley:
It can be done once a year and you can do it four times maximum.

Henderson:
Where is that definition? It is not in the immediate family exception definition.

Lex:
No, it is not going to be in the definitions. It is going to be in the standards that regulate the division of that land for immediate family. 5

Henderson:
So, there is something. That is all I have concern over.

Lex:
But, in terms could the end result in ten years be that you had three of those houses that had been split as immediate family houses to be sold off in some sort of succession –

Henderson:
But it can't be done within six months.

Nunamaker:
It can't be done within three years.

Lex:
There is a homestead provision. There are two separate provisions in Florida Statutes. One is homestead and the other is family exception.

Bouie:
And that is in the Florida Statutes?

Lex:
There are references.

Lasley:
My concern here is that we are going to be creating the smaller and smaller lots that will have their own septic tanks. Then, these people in the county are going to come and go, they won't let me put a septic tank on my property because half of it is wetland and I have only 1.25 acres. It is going to be the same argument all over again in that I can't do what I want to on my property. You got to take some responsibility for finding out what the rules are before you get your check book out and pay for something. That is the normal way of doing business.

Bouie:
I agree. My situation when I bought the property and when I purchased it, what I wanted to do was allowed and then the rules were changed after I owned the property. If someone is going to build a home, the first thing they should do is check to see if they have water and sewer.

Lex:
What I will do is I will look back at some minimum standards related to current septic systems, a lot of changes have occurred in the past 2 decades. I agree about reducing lot sizes and increasing the number of well and septic throughout the county. If you see within the state the direction is to be moving away from such action and trying to create central sewer. If the Ag 1 provision, if you would like, we will get some lower standards in that Ag 1 provision and what a minimum lot size would be and that would govern across the board. I will look at research and data that will support that and bring it back to you.

Lasley:
The other thing is that this immediate family exception is for all residential property so it will be Rural Residential, Agriculture and whatever else.

Lex:
Right now, it is written as we are proposing it in the Agriculture district.

Bouie:
This is Ag 1, Ag 2 and Ag 3?

Lasley:
That is what is before us tonight, but aren't there also rural residential properties on there.

Lex:
Correct but we are going to be creating zoning for that and right now the zoning is 1 acre so if you are asking if we would be applying that special exception (family exception) in Rural Residential. Isn't it for Agricultural purpose only?

Lasley:
I have 4.3 acres of Rural residential Land.

Lex:
You could do that right now; you could create 4 lots. You can go down to 1 acre with those and this is only applying to the Ag 1, 2, and 3.

Lasley:
Make sure that whatever we write works for the system.

David Weiss approached the board and spoke about the family homestead. He read Florida Statute 163.3179. He said it told them exactly the people who qualify for this and it only applied once to any individual.

Lasley:
Does that mean only that grandparent can only get a piece of property once or the owner of the original tract can only do it once?

Mr. Weiss:
That's a good question. I thought about that before and I don't know the answer to that question. I would tend to say that it applies only once to the recipient but it is not real clear.

Lasley:
If it's to the original parcel owner, then our Code is wrong.

Mr. Weiss:
Right

Lex:
Our Code is written, I think, in the intent that it is you, the owner, and you want to have the land and give it to your heirs. We have chosen, in our Comprehensive Plan, to only allow it in Ag.

Nunamaker:
If I'm not mistaken, it still only applies to 3 acres minimum.

Lex:
It does.

Nunamaker:
So rural residential is a moot point.

Lex:
Currently as it is written and then as we move into zoning, we currently have in the Comp Plan, this is where you can do it in Ag 1-3 but there is a minimum lot size. When the zoning was proposed, Ag 1 was left out thinking that a lot would only be 5 acres. That is not the case, you may have a six acre, add one on. I looked at it differently thinking if you have a conforming 5-acre Ag 1 lot, that you should be able to do at least 1 family exception, that seemed to be more reasonable than a blanket provision. If the board would like to consider a lot size that is less, that would be consistent with the Comp Plan. I would make that recommendation with good scientific data. We have to have a minimum standard somewhere. It is not going to work for everybody. I want to base it on some sound data regarding the septic and water.

Lori Bouie:
I would like to see a smaller number considered and a separate issue, I would like to know that we have considered environmentally friendly standards so our smaller numbers support what is reasonable and what can be supported or permitted by agencies that would permit septic tanks and wells. If the State of Florida will permit a well at ½ acre and there could be 100 wells on 100 acres, then that is how we should determine our lot size so there is a basis other than when I come back in 20 years or my son comes back and says why did they do this?

Lasley:
Asking Ms. Bouie, Do you have Talquin water on the road where you are?

Bouie:
No

Lasley:
I'd like to find out how you got those ¼ acre lots, because that's not allowed. There is a distance separation between well, septic tank from that lot and same for the next lots too. All that was going to tell you something.

Lex:
Yes, it will limit. There will be limiting factors but currently we have a 3-acre minimum based upon data that is 25 years old. We introduced what I thought was a rather arbitrary statement in that you couldn't do it at all, even recognizing you have a conforming (1 lot with 6 acres) so you could. I asked for direction and you provided me direction. I will reach out to Water Management, the Department of Health and get the minimum standards within a lot and between parcels as well. Regardless of what happens there are going to be people who are going to get a fraction of a parcel that may not be buildable because of environmentally sensitive lands.

Nunamaker:
If you are talking about wetlands or something like that, that blows everything out of the water. My question about the 3 acres minimum, if you have a raised septic, it is put that in there because if a septic system fails, they are going to have to move it or replace it but if they move it, they aren't going to move it an acre or two away, it going to be close to the house. Three acres for a raised mound seems arbitrary and excessive to me.

Lex:
I have seen many smaller lots with mounded systems and the way I've seen it addressed is if there is a failure with the septic system, the tank or the drain, they are fixed, not moved. That is the approach I have seen in the past 2 decades.

Nunamaker:
You are not going to move it 2-3 acres away from the house.

Lex:
Right

Lasley:
My question is, if you pick 1-acre lot minimum for the family exception, you are talking about Ag 1 that didn't even have, arbitrarily, then allowed Ag 2 and 3 that same minimum way. I don't think it is good for the County to create a bunch of 1 acre lots on well and septic tanks.

Lex:
I think there is some valid concerns but the family exception can only be done once every year and then they can come back.

Jill Jeglie:
I think there is a limit this time around when it was adopted to 3, so you can create 4 parcels. If you had 5 children, that leaves 2 out of luck.

Lex:
Eventually they would be able to split that parcel in 2 other parcels. This has not been considered in terms of the full context of our zoning code. I wanted to bring this forward and get guidance and direction from you. I will go back and look at it and I think we do need to look; you do not want to take a 40-acre parcel and have 40, 1 acre lots. Is that the development pattern you want to encourage? There will have to be a standard across the board that is the minimum standard but is acceptable based upon data and then you consider it and we make a recommendation to the board but we need to look at all the other standards in the zoning code at the same time.

Bouie:
My concern is that the standards are based upon what is allowed and permittable. We have neighboring counties that have homes that you can reach out the window and touch your neighbors' hand. If they are able to do it there for a family, I know that other standards need to be put in place. I'm more concerned about a home being hurricane sustainable other than telling a family who has owned 40 acres for 200 years that they can't give it to their children and grandchildren. Whatever is permittable for a family, I think should be allowed. If someone has 40 grandchildren and they want to give each one of them an acre, if it is permittable, I think it should be allowed. I don't think we have the right to tell a family what they can do with their property.

Nunamaker:
You have 5 kids, you are going to divide it up into 5 lots, there ought to be some other criteria that they have to follow like anybody else would have to follow for a 5 lot sub-division which would be a minor subdivision application and if it is more than 5 lots you have to do a major sub-division and it will have to be platted. Improvements and roads also go along with that. We can allow a family exception to be below the normal requirements but we still have other controls that we can insist upon.

Lasley:
The minor subdivision, the way it is written now, you can basically go in the office and set up a minor sub-division and we (the board) will never hear about it. The big kicker here is that somebody is going to have to get out their checkbook and pay for it and the deal here is that nobody wants to pay for it, they want it for free. They want it written in the Code, they want everything to be use by right, you can just go into the office, sign a paper and do it.

Bouie:
That is not what I'm trying to get anyone to have a pass on, I'm expecting there to be sense. I'm glad you brought that up and I'm expecting there to be permits that the County would have to issue and for the process to be a process and not just, I can go out there and give everyone one and they do whatever.

Lex:
You have a 2-prong issue here, the family exception many times they are coming into the office and they are doing that and that is an easy way for them to create that lot for their family using this allowance in the code. There are not the additional restrictions other than your normal environmental access. The additional conditions we would work out with platting.

If you do a allow that family exception to go with a minimum lot size, as small as an acre, do you then say, you can do it, however, you must follow the processes as outlined in Chapter 6 for plats or subdividing of property. That will put an option to go with a larger size and not have to go through that whole process and not get as many plots or follow the process, which will be a major sub-division and you will be able to ensure about water and sewer.

Bouie:
Can that information be brought before us and could I look at what is brought before us and I could have a rough idea on what it was going to cost me to do that process?

Lex:
I can. Let's go on the basis of 5 per lot, and I will also show a 10-lot process.

Nunamaker:
Even in a 5-lot minor there is still excess requirements and stuff like that which I would like to address some other time. I would suggest if you have 40 acres and a grandparent has 40 grandchildren, we don't want to give them 40 lots just because it is a family exception. What we can do is if it is 40 acres in Ag 3 that means its 1 to 20. We will allow you to go less than 1 to 20 but were only going to make it 1 to 10 and if you are in Ag 2, it will be 1 to 5. In Ag 5 we will say 2 1/2. Now you are not allowing 40 pieces of property in 40 acres just because you have 40 grandchildren. Just a thought.

Lex:
The County has the option to create this regulation in their Comprehensive Plan.

Tracey Stallworth:
Is there any way we can find out what other counties are doing with family exemptions so we can see what is going on? If I own 40 acres and I leave it to my children, I want them to be able to do what they want with it, as long as it was in line with certain rules that are guiding them. If I have 40 grandchildren, I am leaving them something that was mine that I paid for with my own money and I would like to leave it to them as long as it is in line with scientific data, make sure there is no harm to the environment.

Lasley:
The reality is they could sell it and take the money and then do something, that is one option and the other thing, for Gadsden County, because of how it is zoned, with the minor sub-division you can create a minor sub-division but you create substandard lots if its Ag 10, you have to have enough property to be consistent with the dwellings per acre.

Lex:
I will try to find the balance between both as well as bring back the data on the environmental for the water and septic and then also look at neighboring counties and how they are addressing it.

Lasley:
We need to have comparable data which is basically rural residential homes not on central water and sewer.

Bouie:
What is permittable, what is allowable, what can satisfy the protection of the environment and yet allow people to use their property in a manner that satisfies them. I'm not giving them a "get out of the county free" pass, I'm saying set up standards that people can follow that will protect our environment and allow us to say that we have a culture. I go into Jackson County and all of the Rural homes are well maintained but then I don't know if rules say they can't use their property in a certain way. We have standards to say that there is permittable only one septic tank in ¾ of an acre and that's how I would like to justify it not just say 40, 1 acre lots cannot be on 40 acres.

Nunamaker:
You can with a major subdivision.

Lex:
That is a process you, Ms. Bouie are talking standard and Mr. Nunamaker is talking parcels and how can the two merge and that is Important. I do not, at this time, rural residential is not something that we are even considering any changes to as regarding the family exception. That would be saying we are going to go back to our comp plan.

Bouie:
I'm only concerned about family exceptions and right now that is where my thoughts are.

Lex:
That is just in Agriculture and that is where is was going to be kept because that is the way it had been in Gadsden County for years.

Bouie:
If it is just for one home on 40 acres, we are basically deeding for the county that there won't be any taxes paid because you get Agriculture exemption. But if you had 10 homes out there you get some taxes paid, maybe.

Nunamaker:
I have contention with the flag lots. Flag lots would allow an easier process for even minor subdivisions to create some lots with properties immediately touching a public or private road. Chattahoochee, Greensboro, Gretna, Midway, Leon County, City of Tallahassee all allow them and I think we are missing out. It's a hinderance and has cost minor developers a lot of heartache and they have to jump through a lot of hoops and waste a lot of property that they don't have to sacrifice for private roads that have to be created. We need to take a look at it sometime in the near future. As long as you have property touching the road, it is a lot easier to get a loan than if you only have an easement. Banks don't like to borrow money on property with only an easement but if you have 20" touching the road you are good to go. It is an unnecessary burden.

Lasley:
If, for example, the family exception is changed to a minimal of 1 acre lots, does that become rural residential?

Lex:
No, it stays an Agriculture. With the family exception because in essence, it is rural residential, but the family exception only being allowed in the Agriculture zoning district, it would still be Agriculture.

Lasley:
There is a lot of Ag 2 land in the South, West and Northwest.

Lex:
I will bring back data regarding the existing land uses and looking at the acreage of how much land we have in each category. There are significant locations if you decide to go down to a minimum of 1 acre. You would want to go through the filing process and it would be a major sub-division and yes you would want to see development standards that would provide for access and provisions for protection of any environmental features as well. It would be a much bigger burden if you wanted to leave that property to your 40 grandchildren and that is a hinderance to people and they may decide they are going to go with a lot split that is going to be greater.

Bouie:
That would be there decision but if we put good information out there and they can use it, it is their decision. I have a problem with the County writing rules and restraining their decision. I would much rather it be based on permittable allowable uses rather than just pulling a figure out of the air. To me it limits the County on being able to receive taxes. There are counties in South Georgia that at one time had 40,000 citizens and now they have 8,000. Restrictions that they did not want "this kind" of neighbors so they put all these restrictions in place and now they have 8,000 citizens in one county. At one time Gadsden County was likely to have more citizens than Leon County and now, Leon County more than quadrupled their citizenship. We need to be mindful of what we are doing. Eventually we have to realize we need those tax dollars to pay the salary of some folks.

Lex:
You have given me my orders and I will move forward and look for data. I did not want to touch the residential part of this until we got through the Agriculture, I think the preservation of the Agriculture Community is very important in Gadsden County as well as the Family Exception Allowance that is in the Agriculture districts. Based on that, I will bring back just information on the Agriculture and what we look at with the family exception. Any other questions or directions?

Lasley:
How much of the Ag 1 property actually has an Agriculture exemption? I bet it is probably none of it because you have to have 10 acres.

Bouie:
When I mentioned the Agriculture exemption that was with the 40 acre and the 20 acre and if I have 20 acres it is very easy to qualify for Agriculture exemption. All I have to do is have an acre of something and say that I'm selling it and that qualifies me even though I may hold 20 acres. I wasn't saying every person who has property in the rural area is Agriculture exempt.

Lasley:
What I am getting at here is that basically the reality is that the Ag 1 property in Gadsden County really should be like another residential category instead of Agriculture because it is a little misleading based on what the Florida Statutes allow for an Agriculture exemption. If we settle down on a lot size for Ag 1, you can split your property in half, depending on how many acres you have. If you have 12 acres, you can do more, if you only have 4.5 acres, it is going to be tough to cut that in half. Those are all things that are going to come to your table because it is all going to happen. Every single scenario that you can dream up is going to come to your door and you are going to have deal with it. So, it will be good to fix it here and know how it is going to work.

Lex:
Predictability is the most important thing that we produce from this and we are working towards full consistency. If we do make changes, we are going to have to realize that it will affect other parts of our code and we want to make sure it is cohesive and consistent. I have heard a lot of information; I have to go work more on the Agriculture and more to look at with the family exception. I do want to note even though we are not in definitions, the family exception (I have heard this from the Board as well) they would like our definition to be broadened to include additional family members such as a niece or a nephew. That is going to be less restrictive than Florida Statutes and we cannot do that, we can make it more restrictive but we cannot make it less restrictive. What I have introduced in terms of the language is consistent with what is in the Florida Statute.

Lasley:
Your statement is you cannot broaden that.

Lex:
No

Lasley:
Ok, well.

Lex:
Just so you know, what is in there is what is allowed.

Bouie:
You made a comment earlier about preserving the Agriculture.

Lex:
Very much, you want to preserve the agricultural community within Gadsden County. That is the balance.

Bouie:
So how are we preserving the agricultural community?

Lex:
That is what I'm saying in terms of if you went and said all these properties could go to 1 acre lots, how many acres in Gadsden County do we have that are in Agriculture. How many total acres that could be then sub-divided into 1 acre lots? Would we then be preserving the Agriculture character of Gadsden County? I hear that is important as well to make farming sustainable. What can we do for our residents? Where is the balance?

Bouie:
If a property is not being farmed, to regulate that it must retain Agriculture status, is that our government's position, and who pays the taxes when we continue to regulate property to an Agriculture status.

Lex:
I think they should have regulations that will promote and support Agriculture uses, that is why you saw the Agriculture tourism language come into Florida Statutes. Long term recovery, we have been approached by the state, what can we do in terms of helping Gadsden County, supporting Agriculture uses has been one of the things that was also identified. That is a choice, you are basically are saying you would give them allowance to do it. I could bring back information as well that would indicate that residential development actually cost the taxpayer more money than it brings in revenue for the local government, because of the services you need to provide.

Bouie:
I don't understand where that round table has been held that we would debate residents vs Agriculture status for the County. I love farming but am I in a position, as a government, to regulate that a county remains preserved with Agriculture. I think the county would better spend its round table time in educating and making certain that there was an educational base here so that our citizens can support this county whether it's through taxes or supporting a resourceful community that supports itself from within.

Nunamaker:
A lot of people like the rural community. We move into this rural area because we did not want to live downtown, we didn't want people right next to us. I think we have a right as citizens who want to live in a rural community and should be supported by our government.

Bouie:
We should be supported by our government, but I don't believe the government should regulate how our property is used. I want to own 200 acres but do I have the right to say, whoever is next to my 200 acres can't do what they want to do with their property? To a certain extent.

Nunamaker:
You have a right to petition them not to put in a 200 lot sub-division if you think it is in the wrong spot.

Bouie:
I'm okay with that. What I'm saying is our regulation as a County should be whatever is permittable and allowable by State statutes, not designing that we are going to permanently

regulate what happens to your 200 acres. I understand that we should have some guidelines, but then I see numbers and I don't want to get out of character, but some of my concern was with the family exception. I need to be better educated on how the County can achieve its pristine environment or however you want to characterize it but yet, not regulate what a family can do with their property 40 years from now, when I'm gone, I have no clue.

Nunamaker:
Let me address one other question that is concerning you about taxes. I could be crazy wrong, but I, thinking if you have $200,000 house in a rural residential on a 1 acre lot, you are going to pay $2,500 a year in taxes, just throwing out a number, and if you have a $200,000 house on 5 acres in Ag 1, or a $200,00 house in Ag 2 on 10 acres, you are going to pay the same amount of taxes except a little bit more because you have more acreage. The taxes commensurate with the value of the property, not the designation.

Bouie:
When I made that comment it was based on the 40-acre conversation I was having at that time. It was based on; would it better benefit the county to have 40 acres that were zoned Agriculture for Agriculture exemption with one house, or with a family that would like to put 8 houses out there better benefit the County. We were talking about 40 acres when I mentioned that. I am concerned about the tax base for this County. Not to get off task, but just staying focused on the family exemption and what we can do to better help persons that have this concern. I'm hearing from citizens and they say, "They tell me I can't give my grandchildren my property." People don't do anything; they sit there in misery and grandchildren thinking they can't get it and so eventually the property is going to be lost and sold for taxes anyway. That is what I am trying to address, that we do something user friendly for those persons that would like to share with their family.

Lex:
You can promote Agriculture uses in your community, you can include regulations that support that, it does not negate the fact that you would also then be looking at the family exception as well. I'm not saying one would rule out the other.

Bouie:
I'm ok. I love Agriculture, I would love for Gadsden County to have 1000 successful farmers but that should not be the reason we regulate the use of our property. If there is another property that the County Commission can help farmers come back, are those farmers who are not farming right now because we don't have a farmers market and they lost the ability to know that they can grow their crop produce and bring it to a central location where it would be farmed out to grocery stores. If the county could do that on a separate issue but let it not be the basis for regulating the use of privately owned property.

Lex:
By the way, the farmers market in Havana and in Quincy was one of the things we asked the State to help us with if there was any funding so we could reboot this effort.

Lasley:
Historically, in writing these codes and some of the major land use changes that were made down at the lake, they had all these stipulations that went along with it and one of them was

that there would be site-built homes because they had found, in looking at the tax base, that there were quite a few mobile homes (manufactured homes) and the tax base for those starts at a certain level and then just continues to go down. All this stuff is really great and it depends on what kind of structure is there as to whether or not it is really going to, in the long run, build up the tax base. The other thing is, when you are doing this research, you could gather some data on how other counties have dealt with the family exemption language.

Lex:
Yes, I will include that because that was what Mr. Stallworth had asked for was to bring back examples of what the other communities were doing.

Lasley:
I have some questions on the first page, 4-2. Question: second paragraph is, "For the protection of agriculture activities, the location of any Agriculture district shall be limited to the rural areas of the County, not adjacent to a City limit." That is not going to work, there is plenty of Agriculture property that is adjacent to Cities all around the County.

Lex:
I do remember you made that remark, so that will be addressed.

Lasley:
It's kind of, is what it is, right? Will you just strike the whole thing?

Lex:
I have a remove/revise comment for myself and I left it at that.

Lasley:
In B3 on the same page, Agritourism is used twice. Should it be Agrotourisim, are they interchangeable? Now onto #6, the 6 needs period after it. "Produce stands no greater than 2,000 square feet, which is 45'x45' in any of the zones. Ag1 (5 acres), 2 (10 acres) or 3 (20 acres). Add the word "Agriculture" before each category. The last sentence reads, "At a minimum 50% of the product sold is harvested on site. Put a S on the end of product. The word "on site" do we truly want to support this type of thing and can we say "locally" instead?

Bouie:
I also have a concern about 2,000 square feet.

Lex:
Again, these are things that Allara had done, and I had not revisited what had been developed there. As you get a larger farm, you may want to have a larger market. Do you want it to proportionately grow with the acreage? From 2 to 4 to 6? 60x100?

Bouie:
I don't have a size limit in mind, it is just a barn.

Lasley:
Well, it is a retail establishment.

Lex:
Do you want to look at standards and bring some back to you? Indoor and outdoor, there was no distinction made here. You do have produce stands that would then function both ways. I will change the locally and then look at standards elsewhere.

Bouie:
My concern there would be if its structurally sound. I would assume that would be found through its permit of being built and not necessarily what's the size of it. That's almost like saying that you cannot have a house larger than 2,000 square feet on 5 acres. I don't understand the limit. Why would you limit the size? If it is structurally sound and has been permitted to be built then why is there a restriction on size?

Lasley:
In the statement, and it goes down to #7. So, 5, 6 and 7 (need a period) houses of worship on a minimum of 1 acre, everything 7 and up is being stated as being an allowable use and if you want to do any of that on your property all you have to do is go talk to them in the office and we are never going to hear it.

Bouie:
My concern is why would we put a limit on the size of a produce stand?

Lex:
It just depends on what you build. If you don't want the limit then you make an allowance for more with a process that adds review to it.

Nunamaker:
What I was thinking aside from the traffic, it is technically a commercial venture. Pseudo-Commercial if not actual commercial. You have 2000 square feet of runoff occurring on this roof and it has to go somewhere, parking has to go somewhere, so now do we have to include a holding pond and other barriers.

Bouie:
Ok, but that would be permitted and addressed during the building permit phase.

Nunamaker:
Is it going to be treated as a commercial venture or a commercial development is what I am asking? Or is it going to be much less than that since it is local, homegrown, rural kind of scaled down version?

Lasley:
My thing is anything bigger than that, the neighbors might want to be able to have some input into that.

Bouie:
In the permit process, there are still standards for permitting for building of anything.

Lex:
You have your setback standards that would apply. A produce stand does not necessarily need to have a roof on it, and the Department of Agriculture uses are being supported. I've called them to find out what needs to get a permit because many people are doing things that believe they do not need a permit for.

Bouie:
That's where we would have a standard. I would rather have a $10 permit to make people become aware of what the regulations are. I would rather you get a $10 permit for a produce stand and then you are made aware that you have to be 50' away from the highway, not have lighting that offends neighbors or residential areas rather than have someone sit on the edge of the highway 3' from traffic passing by and get killed. I would rather have standards in place that is close to building permits even if you only do a $10 permit so you can know what standards are than to say I can't have a stretch any larger than whatever size. That is like telling me I can own 5 acres, I'm in the right zone, I bought the 5 acres, you said I could build a house and when I decided I wasn't to build a 15,000 square foot home on 5 acres, you say no. I don't understand that. I can have 15,000 square foot home on 5 acres but a farmer can't have a 10,000-produce barn on 5 acres. I don't understand the limitation. I'm saying no size limitation, go through the permitting process or whatever, there needs to be a produce stand permit then we do the regulations for setback, runoff, whatever there is, but no size limits.

Lex:
So, they go through the commercial permitting process. Since you treat them like a commercial use, which would have site standards and access standards. You would be ensuring that it was handicapped accessible if they are going to be putting in anything with a roof and a door. Once you create a building, you are creating an ADA Commercial access. People are doing things without permits with intensions of support and do public functions on Ag. Uses that are not meeting ADA compliance and yet it is being built as Commercial use.

Lasley:
And you shut them down?

Lex:
Not from what they have told us.

Lasley:
The Ag department said that?

Lex:
They have not vetted this question. There has to be balance.

Lasley:
It is everything 1-7 is, the neighbors are not going to know anything about this until this shows up or the materials are delivered and they start building on it and they are not going to have any input. I feel we need to have a size limit that is acceptable for being approved in house.

Bouie:
I'm confused if this is this a produce stand?

Lex:
Yes, if it was a huge aluminum building.

Bouie:
I have to get my neighbors permission to build a 4,000 square foot home?

Lasley:
This property is allowed some homes to be built on them.

Henderson:
But how is that going to conflict with the fact that you can only have a barn that is ½ the square footage of your house in Rural residential but it does not apply to Agriculture.

Lex:
Trust me, I don't even want to touch the accessories uses. We are going to workshop the County before we ever define what your accessory uses in Agriculture will be.

Henderson:
Let's have everybody put in a produce stand.

Lex:
If you want to have a size and a basic size where somebody could open up and do something very simple and sell their produce, it is an as of right, then you set that minimum standard if you want to be able to allow them to do something greater that could have more impact with traffic and you want to ensure safety egress, you want some parking, it's going to be larger, then you say it comes through a process of review.

Lasley:
A variance.

Lex:
Not a variance as much as coming through as a development review level.

Bouie:
I strongly speak against the size limitations.

Lasley:
It's like allowing them commercial venture in the middle if an Agriculture area but it is a commercial application. They will be selling stuff and people are going to be coming in, it is not going to be different from the tractor store. At the size that is stated here, that somebody picked out, they can go in the office and *inaudible* Without the neighbors knowing anything about it. They won't know until they see the materials delivered and the structure is up. That is a gift in itself.

Lex:
And "as of right" use you basically want to allow people to have uses they can do, as of right, and then again you have thresholds with certain limits of development.

Bouie:
Ok, so if I put my 2100 square foot pole barn up to sell my produce, what are you going to do?

Lasley:
On down to 8, 9, 10, 11 on this list, Commercial feed lot, is that a place where they gather animals and plump them up? Is that what that is?

Lex:
Yes.

Lasley:
#9, Raising and breeding, needs a period. Raising and breeding or the rescue facilities of furbearing animals. That's anything that I can think of that is furbearing.

Lex:
That is the way it was originally written, yes.

Henderson:
It does not cover alligators.

Lasley:
Number 11, 10 and 11 both need periods also. #11 is the solar farm. All three of those that I mentioned, the neighbors are going to be informed of that people want to do an activity and I'm fine with that. I wanted to discuss number 10 and Libby, if you could participate in this too. Commercial riding academies, livery or boarding stables or dog kennels in Ag2 and 3. I see driving through Ocala, I see all the beautiful farms and where they raise horses. To make the County more interesting, I think this would be, if not a use by right, a minor development review. Is that correct?

Lex:
Correct, that is not listed as a special exception. It is right in the middle between those other 3 special exceptions. I took what was there already and looked at what I thought would be uses that would have an impact that you would want to have additional review.

Lasley:
Can you clarify that is possibly the next level of review? A minor development review versus an administrative review.

Lex:
Yes. I will make that reference to the review in chapter 7.

Lasley:
You might want to switch those, put that as number 8 just for the hierarchy level.

Lex:
I might make it 9 because I may add a new number 7 for boarding in terms of size of produce stands.

Lasley:
The Riding academy and boarding stables, somewhere in reading in Chapter 2 there was some sort of an exclusion for boarding stables, and I can't remember what it was. My question is this, does this conflict with Chapter 2 definition for Agriculture?

Lex:
Nobody really looked at the consistency between some of the definitions and the other parts of the plan. These were introduced as necessary definitions but in review of them I am seeing that we really did not look and see, is this consistent with what is in the plan. We were trying to define what was in the plan, but was it consistent. I will go back to that because, for example, Commercial Feed Lots is not defined and yet it is referenced here. That is an additional definition that needs to be added.

Lasley:
Does that seem like a good Agriculture enterprise for Gadsden County? (#10)

Henderson:
I'm going to say yes.

Lex:
I'm going to say yes.

Lasley:
It is all going to work great as long as nobody oversteps their boundaries. The red flag is the dog kennel. I can see that being a problem on Ag 1 properties.

Henderson:
I don't know, go out between Havana and Tallahassee and it's probably the fanciest place you will ever see.

Lasley:
That's what I am saying. If they do it good, that's great and if they don't…

Lex:
Its only allowed in the way it is written in Ag 2 and 3. Won't even go on Ag 1.

Lasley:
Good point.

Lex:
I wanted to make sure you had some distance. I think that was reasonable and unfortunately, because right now for a land use change to do a kennel you have to go through a commercial land use change. There was a gentleman who contacted the Department and when he found out what he had to go through, he has now bought his property in Jefferson County and is breeding his dogs there and I would love to give them opportunities to do it here.

Nunamaker:
I have a neighbor in Ag 2, 9.5 acres. He has been there a couple years now and he brought in 20 dogs. He has ruined the neighborhood. We are rural, it is not like we have 20 or 50 people that are bothered by it but there are several families that are bothered by it and they just bought incisively and is that allowable in Ag 2? 20+ dogs in little cages.

Bouie:
Get your neighbors to raise alligators.

Lex:
I would look to other parts to the Code to try to see what the full set of regulations are regarding. In Ag 2, in the comp plan right now…

Jeglie
Right now, in the Land Development Code are silent as far as your pets and that is your personal animals. Now we are talking about if it is commercial, possibly putting some standards in.

Nunamaker:
So, there is nothing you can do about it?

Lex:
I don't know that, let me look into addressing that question, looking through all of Gadsden County's codes. It may be addressed in another section. We have a full section on animal control and I'm fairly familiar with it, but I have never had an issue regarding. I know what will happen if you bull does not stay in the fence but I've never looked at it in terms of limitations in the number of personal animals.

Lasley:
Have you called Code Enforcement?

Nunamaker:
Yes, we did, and they come out and say, what a nice group of dogs, I'd like to have one of these dogs. He was perfectly fine with it, but he does not live next door to it. It is really, really bad.

Stallworth:
What kind of dogs are they?

Nunamaker:
They are hog catching dogs. They take them out hunting and turn them loose and they go attack hogs.

Henderson:
That's going to be probably Catahoula hog dogs and that is not going to be a commercial venture. They are the guys hunting pack more than likely and it is probably personal.

Nunamaker:
Can they do that in this community so they are so obnoxious they ruin the sanctity of the entire community.

Henderson:
I don't know, that's a very good question.

Nunamaker:
We have lived there for 30 years in peace and quiet and now dogs howl, and with 20-25 dogs it is like a roar.

Henderson:
There is a reason my dad lived out on the nursery where nobody lived nearby.

Nunamaker:
One or two dogs barking is not a big deal, but when you have 20 or 30 it is like that multiplies the intensity.

Lex:
Let me look at that separately, As I've said, I think it is an animal control code, not a land development code. We do have an animal control section and a noise section.

Nunamaker:
Why wouldn't something this obnoxious be in our LDC? This is as obnoxious as you get, it ruins the entire sanctity of your peace and quiet in your neighborhood. I think it is a big deal.

Lex:
Again, let me look into it.

Nunamaker:
I appreciate that.

Lex:
I'm use to certain limitations on the number of domestic animals you can have, I do not think we have that. When did you call them?

Nunamaker:
A year, year and a half ago.

Lex:
Ok, so let me revisit that with my Code Enforcement Officer. We will get all our Codes. I much prefer to take a more holistic approach to that one issue than just trying to create a Land Development Code. I think kennels are important at use and a good use, but again, 10-20 acres and if you wanted standards for set-backs for such uses, you could introduce them saying it needed to be X amount of feet from the property so you have a buffer, those are things we could consider.

Nunamaker:
You are right here with raising, breeding, or rescue facilities for furbearing animals. This is what they are doing. They are raising and breeding.

Bouie:
Maybe it needs to be 20 acres since it is a nuisance on 10 acres.

Lasley:
I personally think we need to write some Code Enforcement Rules that can be enforced. If you do this, then we are going to do this to you, whatever that is. In Gainesville there is a clause that if you rent your house out, if the people who are living there get calls or the Code Enforcement goes there 3-5 times, you are not allowed to rent your house anymore.

Lex:
I am working on LDC, Code enforcement is a whole separate issue. I'm really trying to make sure that we do enforce our codes. This issue on 10 acres, having this many animals is a problem. Maybe it only needs to be allowed in Ag 3. Maybe you want to recommend we have buffered distances between properties. So, all those uses would be contained and buffered. Those are the recommendations you bring back to me, and if you would like that included from the board. Is that the direction you would like me to take now? I'm asking all of you.

Bouie:
Sounds good, if it a nuisance for him on 10 acres then it needs to be 20 acres and then there should be some penalty for not doing it.

Lasley:
If it is new, you are going to have the opportunity to weigh in on it.

Nunamaker:
Then again, maybe Code Enforcement is a better route with somebody who is a little more sympathetic.

Lasley:
Right, rather than grandfathered in because they were already there.

Henderson:
I know there are some people that would claim that horses are an obnoxious usage but I don’t think you want to apply that to say only Ag 3 across the board, I think you can certainly have a horse facility on 10 acres that is not offensive to the neighbors.

Lex:
Yes, there are rescue facilities for horses on 10.

Henderson:
Mine are on 7 and my neighbors never give me close to, well I guess they are on one side of me.

Nunamaker:
I wish somebody would come by and tell us ours were a nuisance.

Lex:
A lot of changes, I will look at those. As I said again, I looked at process more than I looked at the actual content. That was what the consultant had brought forward. Then in Definitions, I tried to shorten this for you to make it easy by bringing to your attention only the things that I changed in the response instead of going back through them. Also identifying substantial changes that were made. I would like to go through just the bulleted list if everybody is good with that. And if there are additional definitions you would like us to go through then.

Lasley:
Are you moving on to definitions?

Lex:
Yes, were you done, I'm sorry. I figured we had gone through 11.

Lasley:
We have public out there.

Lex:
Actually, his comment on the 2.5 I listened to that and that is where it came from.

Don Stewart, 102 Timber Run, Havana, FL.
Thank you for the very thoughtful discussion that y'all are having on the family exemption and all of the different consequences. As Ms. Lex just said, I got drawn into the CBOR (Citizens Bill Of Rights) and part of that was some folks mistakenly thinking the CBOR was not allowing them to exercise a family exception and so when I was here last time I raised the question, why is it 3 acres. If it is minimum 5 acres for Ag 1, those people should be able to access a special exception. That is how she came up with the 2 ½ acres. One other question came to my mind, how has this special exception been exercised in this County, if you could bring back that information. Along with what other counties are doing. Ms. Lasley, Ms. Bouie, Mr. Nunamaker, Mr. Stallworth, that is another thing I would like to know and the other comment is, when I raised the issue about Ag 1, I didn't know that was going to open up all of this possible extension to the other Agriculture and that sub-division. With all the tax consequences that have come up and things like that, so I will be interested to hear all of that information when Ms. Lex brings that back to you. As far as the barns and all that, thank you for that, it is an education and I don't have any comment on that.

Lex:
I'm not touching those accessory uses right now, there is a lot of work that needed to be done to that proposed chapter and it needs to get workshopped in the County to get input from people.

6. **CHAPTER 2, Definitions and Interpretations (Legislative) (LDR 2018-06)**

Lex:
The bulleted list, when I presented agenda item 11 at the August 22 meeting, it is the items listed in black font. There were a few more changes that I did make, and that is the strikethrough in the blue font, and I am referring to the attachment 1, to agenda item 6, which is Chapter 2 Definitions GCLDC. I'm just trying to wrap up the definitions right now and as we move through Zoning categories and move through the rest of the Code, we will finalize these definitions then to ensure consistency. I made a distinction between abut and abutting after looking through the Code and then David had made a comment too. We have language that uses adjacency, and it does not need to be touching the neighboring parcel, so there is no intervening lines, and if you are adjacent, you're not widely separated, but you may have a road or right of way and that would speak to buffering, an adjacent parcel, you would be buffered from an adjacent parcel for certain uses.

Nunamaker:
Why did you drop the language on abut and abutting, because properties do, in fact, abut right of ways, alleys, or easements?

Lex;
They do. If it is touching an easement then that is part of that adjacent property.

Nunamaker:
Let's drop easement for a minute and go to right of way. Properties that abut right of ways, why is that stricken?

Lex:
Because in the rest of our Code we used adjacent for right of ways and when we talk about adjacent parcels specifically with regards to right of way. If I'm going to build a certain use and there is a residential development adjacent to it, then you have to do buffering.

Nunamaker:
But adjacent specifically says parcels of land that are not widely separated, though perhaps they are not actually touching and which may be separated by a road, street, or easement. I don't see why it was stricken from abutting because many parcels abut driveways, private or public.

Lex:
I can change the other part of the Code. I did it because the rest of the Code uses adjacent when it talks about the roadway being an intervening part of the factor. That was the only reason. I was trying to at least make some consistency and it says adjacent parcels and would have to buffer to be adjacent across the street.

Nunamaker:
The reason I'm bringing that up, it goes back to the minor sub-division where any of the 5 lots, they don't use the word abutting but they say must access a public or private roadway, and it says, "and/or easement" so if it needs to abut a public road then that word should be in there defining what you can do with a minor sub-division lot, whether it is abutting a public or private roadway or not. The way it says accessing leaves it open to other interpretation and I need clarification on that.

Lex:
I think I also indicate that whole streets, right of ways, roads, as I indicated in my staff report, that section the Platting Section, and the…

Nunamaker:
My point is that a lot in the back can access a public roadway through an easement.

Lex:
Correct.

Nunamaker:
So, I'm wondering why easements are not allowed in minor sub-divisions.

Lex:
That was the platting, I said the sub-division part we need to come back to that as a section in and of itself. I think as well as the use of the word roads, right of ways, streets, and easements. There is no consistency throughout the Plan and we put these definitions out there but never really had consistency. I started to dabble but try to look for consistency and I'm finding more problems than solutions. Adjacent seemed to be the term that was more commonly used; however, we use the abutting in our definition. There wasn't any reference, there wasn't any adjacent that went with it. It doesn't really matter as long as we create consistency and its clear.

Nunamaker:
My only thing is that your adjacent definition restricts or excludes abutting, doesn't it? Doesn't your adjacent preclude abutting?

Lex:
It could be separated, yes. It would be separated by an easement.

Nunamaker:
It also does not include abutting. Your adjacent term does not include abutting a right of way, private or public. If I'm reading it right.

Lex:
It would maybe separate it, if its separated after we clarify it would be touching that right of way. If it is separated by the right of way, it is touching the right of way. That was the intent. If you want it clearer, I can make it clearer.

Nunamaker:
My point is if it is touching it is abutting anyways. All your adjacent language is anything but abutting if I'm understanding it correctly. I could be missing something. Parcels of land which are not widely separated, though perhaps they are not actually touching; and which may be separated by a road, street, or easement.

Lasley:
With that last, and which may be separated by road, street, and easement, would that be better put up in the abutting definition.

Lex:
That is what he wants. he wants it to be put back in there. It's the other part of the Code that I will go to, to make sure it is consistent. We talk about adjacency in the other part.

Nunamaker:
This is fine.

Lex:
It's one or the other, I don't care, it is just consistency is the only reason I did that.

Nunamaker:
We'll see how it plays out.

Lex:
Access, it had been duplicated and I have revised it to be more concise so it is very simple and straight forward. It is the legal right to enter and exit a property from a public or private road, access easement or other legal means.

Lasley:
What does "means" mean? That is vague to me. Would access be a better word, or other legal access is that what you want to say? The legal right to enter and exit property from a public or private street, access, easement or other legal…

Lex:
No, because if a property association wanted to create, in essence it would be a property association ownership of land. It may be a road and it may be used for that purpose. That was language provided by the attorney. David, would you? I mean I think that left the opportunity if they wanted to create. We had one example where they wanted to create a homeowner's association but all they would own is the road. That was their legal means for access they didn't really call it a right of way, but then they went back to creating the…

Nunamaker:
If I may interject quickly, you have access, legal. Legal is a matter of law. Access is a matter of fact so you may have matter of fact access to a piece of property but what makes it legal. That is a matter of law and you might have to go to court to have a legal definition. What I'm getting at is, maybe by access you mean a recorded access. Something that is actually recorded in a document, either a deed or a deeded access easement in a form of a legal description.

Lex:
I will discuss it with David because you do have those existing easements access that have to be recognized under Florida Law. Even though you've not legally created it because you have allowed that access through your property, it is recognized. That is a legal means of access under Florida Law.

Bouie:
But it can be denied if ownership is transferred.

Nunamaker:
Easements are funny animals. There's as many easement descriptions as there are dogs.

Attorney David Weiss:
What is important when we are looking at these, is thinking about the definitions in terms of the purpose behind it. What are we trying to do by defining these terms, we do not want to just stick a bunch of definitions in here just because. I think the intent of this legal access is to demonstrate, when you are looking at sub-dividing, do they have legal access to a public road. You can have legal access by several different means. I don't know that we want to necessarily limit that, we just want to say you must have some sort of legal access, whether you're abutting or adjacent and whether you have some sort of private easement right, there are all kinds of different ways you can have legal access. You might have legal access through a license but you wouldn't want to allow somebody to develop property on that basis because it could be revocable, but this may need a little tweaking but the purpose behind this definition is so that we can determine can you develop this property, do you have legal access to a public road.

Nunamaker:
My point being that you, being the people in the zoning building won't know unless it is recorded. Joe says, Hey, I've been using this road for 50 years, Bob has been letting me use it, I have legal access to it through oral testimony, but you not knowing that, if it's not recorded, you can't tell.

Weiss:
My thought would be that there may be a legal right to access that is not recorded but we don't want to limit a property owner by saying you have to show us a recorded right. We want the property owner to be able to show us evidence of any legal right, and if that takes them going to court to establish that they have a prescriptive right, then ok.

Nunamaker:
Then it turns into something you can read and acknowledge.

Weiss:
I agree, ultimately there needs to be some evidence of it but I don't know that we want to limit it so much as to say it has to be a recorded easement.

Lex:
If they have a prescriptive easement and they have been doing it for years, they have legal access but it may not be of issue to us at all but we would recognize that.

Weiss:
Well, you would need a court order to establish it. But you wouldn't necessarily have to report that court order. I mean you probably should, you would want to but I don't think that you have to in order for it to give you that legal right of access.

Bouie:
My concern is, because I can point out several pieces of property in Gadsden County where father and son own a piece of Agriculture property and when it was sold, the new owner didn't want to give the second homeowner access to the property. So, someone purchased a home that was land-locked.

Nunamaker:
It depends on how they were set up originally.

Bouie:
To your point, there is a need for some type of legal description in permitting and recognizing property, because then it becomes a Court issue and I have been harmed because the County allowed me to purchase a property that did not have access.

Lasley:
Are both of you comfortable with the words that have been struck, did you strike those because they seem to address the public record, the recording of some of these things when possible.

Weiss:
One of the things that I actually did, this is some of the changes that I have made. A couple of the things that I did when I was going through these definitions, a lot of them were pretty lengthy and pretty cumbersome and included a lot of permitted uses and things. My opinion is, you want your Definitions to be relatively in sync and pretty clean. And you want them to be definitions. You want to think about what the purpose of your definition and let's put it in there and anything that is starting to actually get outside of that and describe permitted uses or abuses or things, I find, I think that the stiff that was struck, to me, is not appropriate for a definition. I'm not saying that it doesn't need to go somewhere else, potentially, and you might move it to standards and different sections of the code. Long way of answering your question, I think yes, I think it makes sense to make it a relatively short. It is good to talk about these things because now that we are talking about it, maybe we do need to tweak it a little bit, I don't know. I don't think we need all the extra language in order to do that.

Lex:
So again, legal means, I think it can be documented and demonstrated and I've noted that everything to do with a street, a right, an access, a right of way, private roads, all of those issues, the Code needs to be looked at and we need to visit that consistently throughout the entire Code and there are many conflicts that exist.

Bouie:
The concern is, we understand your verbal explanation to us now, however, I won't remember in 20 years. There needs to be some regard. You are having everyday citizens come before us. I would not prescribe a lengthy, legal definition but a simple phrase like you just used would give a better explanation.

Henderson:
You are right in places where we are using the phrase "access" but I think for the Definition, the State had said it can be, by all legal means, I think the definition is fine, but elsewhere in the Code it probably needs to be clearer. It will be how it is used, but to define the word access a simple one is enough.

Bouie:
I'm still with simple, I'm not asking for more. She just made some key points that verbally, you are saying in the open but it's not in writing and so, you and I understand it because I worked with the Property Appraiser, but for the everyday Joe that wants to resolve an issue and rely on our documents, that's all I'm saying.

Lex:
You're right and it needs to come back in a comprehensive manner and we need to look at access and ties to rights, right-of-way's and streets, it needs to be, that needs to be a subject in and of itself at that workshop to insure consistency through the whole plan. That really was not done when some of these definitions were put together. We have a lot to chew to get this LDC cohesive and approved.

Lex:
Adverse Impact
That was another, I revised the definition to apply to on-site and off-site impacts. That was in response to a comment made by the Board.

Lasley:
You have a space in there that doesn't need to be there. In Adverse Impacts, in the middle it starts with "this includes, but is not limited to the quality, quantity, hydrodynamics, surface area, species composition, living resources, aesthetics or usefulness for human or natural uses " and then it goes on until almost the end of the paragraph, it's like, can we get two sentences out of that. I also think that you can say, "this includes" and then scratch the rest of that line, the whole next line, and the whole next line up to "uses". Look at that and see if it reads like you want it to say. I need to go back to Active Recreation.

Active Recreation, these activities include but are not limited to, and you list these things, that's not really the definition of active recreation because it is things like ATV's in the woods and mud bogging and stuff like that. There is another application there that is not even being addressed.

Lex:
I'm going to move to get all recreation definitions together. Active Recreation, when you look at all of the resources online, that is consistent with the definition of what it is for

Active Recreation. It is associated with a structured facility. I know we don't think of passive recreation as hunting, but that is the way it is listed in the definitions.

Lasley:
I don't want you to create any loopholes for activities that are degrading to the environment. For example, the ATV's and Mud Bogging. I don't want those to not have a place to be in our Code. I know it says that it includes these activities, but is not limited, so as long as when something like that comes to you, you go, I know that fits inactive, I know it's not listed but that is where it fits.

Lex:
We will just go with the examples, that way you don't have a loop-hole, if mud bogging is a problem in terms of that use.

Lasley:
Again, it doesn't fit into that definition "requires the use of special facilities" and it doesn't, necessarily. Some of these activity fields in the Agriculture fields don't require any facilities.

Lex:
I guess I'm not following you.

Lasley:
You go out to Dog Town there is a field out there where there is no facilities and they play all weekend long, but they are organized. I think we know what passive recreation is, but as long as everything else is active, I'm okay with that. There is more to it than that is what I'm saying.

Lex:
We worked on this Recreation issue and this was a response to the Recreational Category so that we clearly had some standards between active and passive recreation in that district.

Lasley:
Maybe if you take all these Recreation definitions and when you put them all together it will be really easy to see what works and what doesn't work when they are lined up one after another.

Lex:
This is just going through the bullets on what you gave me feedback on and some of the issues David brought up. There is a lot of definitions that were created and there is a lot of work that needs to be done.

Alcoholic Beverage

It is recommended the spelling and spacing corrections and I deleted the "or" as defined in the Florida Statutes. That was a reference that was recommendation by David.

Assisted Living Facility

It said that also had additional information that is not necessary. It referred to other Sections of other uses in the Code that we defined, but it is not necessary. I went with what we find in Florida Statutes.

Automobile Graveyard
We added that definition reference made in Florida Statutes regulating junk yards.

Bed & Breakfast
It was a duplicated definition. I also went back and looked at what Florida Statute says now, and it allows 15 rooms, we had 10. We can be more restrictive but I went with consistency with Florida Statute.

Lasley:
If you would take the Automobile Graveyard, the junk yard, there are five different things that all relate to that sort of thing and somehow you can put them all together in the Definitions so instead of having to remember what one particular thing was called, because they are alluding to the same kind of thing. I will come in and see you about these.

Lex:
I understand what you are saying. As we look at these as a whole, and that was exactly what my point was at the end of my report, there are many things we need to look at as a whole. Right now, we have them alphabetized, that is how they were given to us. We do want to look at is the big picture, so I don't have a problem with that and for Recreation we will move everything to using Recreation as the front if we can find a common term that would capture all those uses and we can list them that way. I understand your point. There is a lot of back and forth that does have to occur.

Lasley:
The other one that I can see right here is Bar, tavern, cocktail lounge and night clubs. They all somehow need to be either put the Definition one place and then reference all those other names or something.

Lex:
I wanted to look and see how we are looking at those uses in the Code. That was important to me when we defined them. I did not touch that one. That was one David said, "you should revisit."

Convenience Store
Those were grammatical.

Domestic Animal
Further revised to define what is a domestic animal and not list types. If you forget one, does that mean you cannot do it. David wanted to know if he could have a pet alligator. That was specifically what he commented on when he said get rid of the list of types.

Henderson:
I have veterinarians that are furious when they find out the technicians can do surgery because somebody, somewhere made a definition in the statute and listed the 4 things that

require a Veterinarian to do, which means everything else is open. I'm very against listing types if you can avoid making lists because that means statutory interpretation principals mean that everything else is free game.

Lex:
I hunted really hard to find something that captured and reflected that term, but again, do not list types and we will be doing more removing that as we go forward.
There are two changes that I did not bring them in the same discussion,

Endangered Species
It was rather lengthy, and in addition to the fact, it was not consistent with what we had with listed species. I have made those changes so both recognized the same for Administrative Code and they used the Florida Natural Areas Inventory (FNAI) reference as well. We got rid of the listing of all the types.

Henderson:
Commissioner Bouie says she has to go and I'm not far behind her, so I wanted to make sure we had given you input.

Lex:
Family Conveyance and Exception
Additional changes required; we have already talked about. I made some clarifications that were brought up in Food truck that has to be defined.

Hazardous substance
I did include the additional use of the material for consistency with Federal Law as recommended by David.

Heavy Industrial:
There was a lot of discussion about that. We moved mining out of the definition of heavy industrial.

Listed Species
I have referenced that already to be consistent with the way we reference endangered species.

Everything following on Page 4 of Attachment 1 were from recommendations that were made when the Board reviewed this Workshop in July. The additional thing that David brought up was that in the Industrial Category, we allow power generating facilities. Its listed there as a Special Exception, however, it is not defined. We have this definition of Solar as a power generating. I did not try to define it, I just wanted to let you know it is something that is important that we look at because it is a concern that was brought up at this meeting in terms of Electrical Generating Facilities and the impacts they can have in a community.

That includes my presentation and my changes to definitions. Any other questions?

Henderson:
I want to thank you all for your hard work, this is the kind of stuff that plowing through it, it becomes, I think, increasingly Important down the road, but it sure isn't any fun.

Lex:
In groups, as we come back, instead of going through every single little thing, I want to fix the things that are related to what we are discussing and look to be consistent. We never really looked for consistency in some of this stuff.

Henderson:
That is so important. In 20 years, it will really matter. It may matter sooner.

Lex:
I've heard all of your concerns tonight and I have a lot of research. You are not going to see any workshop items at the next meeting. You have 3 or 4 public hearings coming up, so I request attendance.

Henderson:
That leads me to another question. Do we know if there is a chance that we will have any appointed members before the 10th?

Lex:
I have my agenda item for the October 1st meeting, I confirmed some information that I wanted to include.

Henderson:
I'm out of town the 10th, but at this point, the way we sit, one person gone, we can't do anything. I am out of town for work on a meeting I cannot change. I come back on the 10th but I have no idea what time.

Lex:
The question is, the board takes action on October 1st, we have applicants and they say yes, we're good. We have our ad written; we have not sent it to be posted yet. I will stress to the Board on the 1st that we need an appointment and Regina's At Large ends next month and that is another consideration we need the Board to take into account so when they get all the applications they also know that they can consider one At Large if they want to. They would then be all done at once and I will provide them this information again for the 4th time and hope they would take initiative for any vacancies left.

Next meeting date changed from 10/10/2019 to 10/17/2019

<u>GENERAL BUSINESS</u>

7. **Planning Commissioner Questions and Comments**

8. **Comments from Director and Planners**

9. **ADJOURNMENT**

Workshop ended at 8:25 pm

NEXT MEETING DATE IS October 17, 2019 at 6:00 p.m.

_____
LIBBY HENDERSON, Vice-Chair

ATTEST:

_____
NICHOLAS THOMAS, Clerk

AT A REGULAR MEETING AND WORKSHOP OF THE PLANNING COMMISSION HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON NOVEMBER 14, 2019 at 6:00 P.M.. THE FOLLOWING PROCEEDING WAS HAD, VIZ:

Present:
Commissioner Libby Henderson, Vice-Chair
Commissioner Regina Davis, At-Large Member
Commissioner Marion Lasley
Commissioner Doug Nunamaker
Commissioner Lori Bouie
Commissioner Tracey Stallworth
Commissioner Steve Scott, School Board Representative

Absent:
Commissioner Gail Bridges-Bright
Commissioner John Youman
Commissioner William Chukes
Commissioner Antwon McNeil
Commissioner Gerald McSwain

Staff Present:
Jill Jeglie, Senior Planner
Suzanne Lex, Planning and Community Development Director
David Weiss, County Attorney
Marcella Blocker, Deputy Clerk

1. **Pledge of Allegiance**
With a quorum present the meeting was called to order at 6:05 P.M. and the Pledge of Allegiance to the U.S Flag was led by Vice Chair Henderson.

2. **Introduction of Members-Roll Call**
Roll call was conducted by Deputy Clerk Marcella Blocker

3. **Approval of the Agenda**
MS. DAVIS MADE A MOTION TO APPROVE THE AGENDA WITH A SECOND BY MS. BOUIE. THE BOARD VOTED BY VOICE VOTE 7-0 TO APPROVE.

4. **Disclosures and Declarations of Conflict**
Vice Chair Henderson asked if there were any conflicts that needed to be discussed or declared and there were none.

PUBLIC HEARINGS

5. **ROBERT F. MUNROE SCHOOL SPECIAL EXCEPTION USE (SEU 2019-01) (Quasi-Judicial)-**

Consideration of a Special Exception Use to allow a phased plan for a PreK-12 grade school with accessory uses including administrative offices, gymnasiums, cafeteria, baseball and football fields, stadium, concession, swimming pools, outdoor tennis and sport courts, playground, dormitories and staff residences.

Jill Jeglie was sworn in by Marcella Blocker and she then gave a brief description of the Agenda item. She stated the site consisted of two parcels to be unified totaling 39.53 acres and located on the south side of Blue Star Highway and west of Lanier Road South.

She stated a 5 phase development plan was proposed. The proposed development was located in rural residential.

1. Compatibility for the proposed special exception use with the adjacent and nearby uses in terms of use, scale, character, height, setbacks and open space.

2. General compatibility with adjacent and nearby properties.

3. The noise glare or odor effects of the use on surrounding areas.

4. The impacts of refuse and service areas, with particular reference to location and screening in relation to adjacent uses.

5. The impacts of off-street parking and loading areas on adjacent uses.

6. The impacts of signs and proposed exterior lighting if any with reference to glare, traffic safety and compatibility with adjacent and nearby properties.

7. The impacts of transportation access and location with respect to abutting transportation facilities particularly in reference to automotive, bicycle, pedestrian, public service and fire safety, convenience, traffic flow and control.

8. Utilities, with reference to location and availability.

9. The adequacy of buffers with reference to type, dimensions and character.

10. The impacts of hours of operation and the frequency and duration of special events.

11. The adequacy of setbacks and buffers in screening and insuring compatibility with adjacent properties.

The applicant has indicated that site was designed to reduce the impact on surrounding residential properties. With the exception to the gymnasium, the majority of the off hour activities are located on the northern portion of the site.

Procedures

A special exception use requires approval as a quasi-judicial action in conjunction with the advertised public hearing per Subsections 1303 through 1305 of the LDC.

Findings
With conditions, the proposed special exception use was in compliance with the Gadsden County Comprehensive Plan, The Land Development Code.

Options

1. Recommend approval for the Robert F. Munroe School Special Exception (SP 2019-01) with the following conditions and find that the application with conditions was consistent with the Gadsden County Comprehensive Plan and the Land Development Code (LDC).

2. Recommended denial of the Robert F. Munroe School Conceptual and Preliminary Site Plan (SP2019-01) application and provide findings in support of this decision.

3. Discretion of the Planning Commission.

Planning Recommendation

Recommendation was Option 1.

Mr. Nunamaker said he saw dormitories were proposed and asked if that meant overnight students on property. Ms. Jeglie said she assumed so but would let the applicants address the question.

Ms. Lasley asked if anybody used Reese Lane. Ms. Jeglie said yes. She then asked would it then be cut off from the people who use that street. Ms. Jeglie replied that it was not proposed to be vacated but to be improvements made. Ms. Lasley stated people get to their homes by Reese Lane and they would just continue to drive though the middle of the school. Ms. Jeglie answered yes.

Ms. Lasley said the Comp plan stated that Policy 1.1.1(i) schools must be located on a collector or arterial roadway and her impression would be that traffic would be using collector or arterial roadway and not the local county roads and unimproved roads and it did not make sense to allow the ingress and egress on Lanier Road which was not a collector or arterial road. She stated she did not understand why they could not access from Highway 90. Ms. Jeglie stated she would let the applicant address that. She further stated an alternative was looked into and this was the design they thought was the better. Ms. Lasley stated her other concerns was the housing proposed and one was for the Administrator and would they be boy and girl dorms and if this would be a day school, she assumed the dorms would be a tax-exemption project.

Ms. Davis requested the applicant answer some of the board's questions.

Sean Marston of Urban Catalyst Consultants, Inc. appeared before the Board and was sworn in by the Deputy Clerk to address questions. He started with the connection to South Lanier Road and stated there was already a full access median opening at the intersection of South Lanier and Highway 90, which would make for better traffic flow

for people coming into the school when coming from the north. Another median opening was not permitted.

Dr. Adam Gaffey appeared before the board and was sworn in by the Deputy Clerk, he stated dorms would be available for some students to live on campus and dorms would only be available for students.
Ms. Lasley asked for the time frame of sports. Mr. Gaffey stated at any given time they could have only two sports, one of which was a team sport that would entail a lot of people being at the facility at one time so those sports are spread out throughout the year. The athletic events happen outside of school hours as indicated in the application. Between 4 P.M. and 7 P.M. were the typical times of sports activities but there were always exceptions, answering that they did not go until midnight as asked by Ms. Lasley but may go until 10 P.M. Ms. Lasley asked if other entities would be able to rent the facility and Mr. Gaffey stated there were no plans set for that to happen.

Mr. Nunamaker asked what would happen with the current school in Mt. Pleasant and asked if it would be abandoned and he responded that they had not decided what would be done with that facility at this time but he doubted it would be abandoned.

Ms. Lasley asked if the Director/Administrator would have a house on campus. Mr. Gaffey said yes if there was a dorm program then there would be an Administrator that would oversee the dorm program.
Ms. Lasley asked if there was someplace else dumpster could go, further away from the residences. Mr. Marston said they could find a place for the dumpster away from the residents and the plan had it boarded by a buffer and a proposed 8' wall. Mr. Stallworth suggested maybe coordinating a time with the dumpster facility for a time of pick up. Mr. Gaffey stated sanitation pick up would not have access to the facility dumpster on off hours so disturbing the public with early/late hours of pick up would not be a problem.

Ms. Lasley asked if they had considered a one-way road. Mr. Marston stated they are willing to sit with Jill Jeglie and explore it further.

Ms. Bouie asked what parties were involved in {inaudible} Mr. Gaffey stated there was one resident behind the facility that was served by Reeves Road and they had met with them and they seemed fine with it. He stated they gave them paperwork to give access and they accepted the paperwork but had not signed or returned it and they needed to move forward. Mr. Marston further stated they kept {inaudible} open for continued use but also with the possibility in the future of relocating it if that would become acceptable to everybody.

Ms. Lasley said she had looked at the elevation map and she would like to see storm water retained on-site and not drained into the slopes. Mr. Marston stated it will have ponds that meet State and County requirements as far as discharge and water quality treatment. Ms Lasley also noticed Jill recommended moving some of the buildings because of the protected trees (laurel oaks) and would like to see them dug up and live oak be replanted because they live longer. Mr. Marston wanted to point out that a large portion of the property was planned to remain natural and there were a significant

number of trees in that area.

Ms. Davis stated this meeting was for the special exception use and she was hearing information on the site plan. Vice Chair Henderson said she was correct.

Mr. Nunamaker asked if there were any negative responses from public meetings and Mr. Marston said no negative response was heard, they had the site plan out to discuss and the meeting lasted about 1 hour. He stated 5 other sites in Gadsden County were evaluated and this was the best site and had talked with Talquin and they will make their site into a regional lift station site and will help the area.

Mr. Nunamaker thought it was an outstanding site and proposal with no negative feedback from surrounding neighborhoods and neighbors.

Ms. Bouie said her only concern was Reeves Lane because those people use that lane for access to their property. Mr. Gaffey assured them they would never be cut off from their property and will forever have access.

Mr. Nunamaker asked if there were any plans for a traffic light and Mr. Marston said application had not yet been put in with DOT but they had planned to do that in the next week and will do a study to reduce the speed in that area during school hours. At this point no traffic light was being discussed.

Ms. Bouie asked if all traffic coming out of the school would be made to turn to the right only and not able to go to the left.

Ms. Davis asked the Vice Chair, on the interest of time, that they stay on point which was whether or not they will approve the special use exception.
Vice Chair Henderson said there was a recommendation for Option #1.

MS. BOUIE MADE A MOTION TO ACCEPT STAFF RECOMMENDATION FOR OPTION 1 WITH A SECOND BY MR. SCOTT, THE BOARD VOTED 7-0 BY VOICE VOTE TO APPROVE.

6. Robert F. Munroe School Site Plan (Class III, Type II), SP 2019-01) (Quasi-Judicial)- Consideration of a Site Plan to allow a phased plans PreK-12 grade school with accessory uses including administrative offices, gymnasiums, cafeteria, baseball and football fields, stadium, concession, swimming pools, outdoor tennis and sport courts, playground, dormitories and staff residences.

Vice Chair Henderson reminded everyone that Ms. Jeglie was still under oath and she introduced the above item.

Ms. Jeglie stated the proposed development complies with the required setbacks for non-residential uses. She further stated parking for Phase 1 totals 72 parking spaces. 104 were proposed and an additional 32 parking spaces proposed to address parking demand for Phase II gymnasium/cafeteria.

Ms. Jeglie stated there were no credits for replacement of protected trees. Table 4

shows list of protected trees and Ms. Jeglie said there was no objection to replanting of laurel oak. She agreed, if they wanted, to remove laurel oaks from protected list and replace with oak trees.

Options:

1. Recommend approval for the Robert F. Munroe School Conceptual & Preliminary Site Plan (SP 2019-01) with conditions is consistent with the Gadsden County Comprehensive Plan and the Land Development Code (LDC)

2. Recommend denial of the Robert F. Munroe School Conceptual & Preliminary Site Plan (SP 2019-01) application and provide findings in support of this decision.

3. Discretion of the Planning Commission.

Planning Recommendation

Recommendation was Option 1

Discussion

Suzanne Lex, Gadsden County Planning Director, appeared before the Board and was sworn in by the Deputy Clerk. She said they have reached out to FDOT on a number of occasions to get a formal response as a part of the application. She stated coordination had occurred regarding traffic study and FDOT will determine when they want to do a traffic study to determine if it was warranted.

Mr. Nunamaker said he joined Ms. Bouie in thinking an acceleration lane when exiting the school would benefit the drivers, without that he believes it to be an accident waiting to happen. Ms. Lex stated that would have to be coordination with FDOT and if the applicant wanted to make such improvements and DOT would approve it, then they would permit such improvements to be allowed.

Ms. Lasley said the right-turn lane onto Lanier to get onto Highway 90, if most traffic was crossing 90 could the turn lane be made longer to hold all the cars that will be waiting. Ms. Lex answered if there was sufficient area the applicant would be addressed that issue.

Ms. Lasley said the endangered species study that was done on January 3rd, encouraged them to have students study those areas because if study was done that time of year, plants and amphibians that were not around that time of year.

Ms. Lasley stated for the record she was concerned with some of the buffer plants mentioned because they were deciduous and not a good winter buffer.

Mr. Marston reappeared before the Board to address the acceleration lane. He stated that DOT had already built a right turn lane. Leaving the site was limited right-of-way on

Lanier Road and there was an acceleration lane.

He then addressed two of the conditions he wanted to meet with the County on one-way drive-way. The turn lane operation study added a note that all the traffic improvements must be done before a certificate of occupancy was issued. He said it was being done in phases. He would like it amended to say prior to completion or before Phase II starts.

Ms. Lex said they have not received any correspondence from DOT, she suggested as long as they were compliant and as long as DOT and County requirements were met it should be okay.

Ms. Lasley encouraged them to be good neighbors regarding the dumpsters or lighting and said this was a huge project and Gadsden County needed this.

Vice Chair Henderson said recommendation from staff was to approve option 1 with conditions. Ms. Jeglie said there was an amendment to K that said applicant will work with County to come up with an agreeable solution to revise the plans to indicate a one way driveway with angle parking; turn lane; applicable improvements as per FDOT; protected trees on E, 117, 118, 130.

MS. BOUIE MADE A MOTION TO ACCEPT STAFF RECOMMENDATION OF OPTION 1 WITH AMENDMENTS WITH A SECOND BY MR. NUNAMAKER, BY VOICE VOTE, THE BOARD VOTED TO APPROVE 7-0.

PUBLIC PORTION OF THE MEETING WAS CLOSED AND A BREAK WAS TAKEN BEFORE THE WORKSHOP.

WORKSHOP

7. Chapter 4, Land Use Categories (Legislative) (LDR 2018-05)-Continuation of discussion to consider amendments to Chapter 4, Land Use Categories of the Land Development Code focusing on agriculture zoning categories.

Suzanne Lex appeared before the Board and introduced the above item and discussed the changes.

Recommendations:

1. No recommendation is provided as this is a Workshop and seeks the Planning Commissions and public input.

Ms. Lasley asked about number 10. She asked if they were intended to be special exceptions and Ms. Lex said they had not and asked if anyone had any feelings regarding that. Ms. Lasley suggested changes. Change 10 as 9 and change E to read 8-10.

Ms. Bouie asked how to address concerns for nuisance when you are allowing the breeding/boarding of dogs. Ms. Lex said if that was something that should be gone

through as a use of a special exception.

Vice Chair Henderson said those things are expected in AG 2 and 3 were the appropriate place.

Ms. Lasley said if dog kennels was deleted and someone came to you, then it would trigger the special exception. Ms Lex stated you could say with an increased buffer. Conditions could be made. Ms. Lasley said her point was when you have something that could be a nuisance and no regulations in the office people will go to the board and not the people because they did not have to. Is a dog kennel more of a threat than a horse facility was her statement.

Mr. Nunamaker asked what qualified as dog kennel to start with because his neighbor had approximately 20 dogs. He asked if there was a number that could be put on to keep owners in check. Ms. Lex suggested moving dog kennels to be part of the raising, breeding and rescue facilities.

Ms. Lasley said she would feel ok with that. Adding dog kennel to raising, breeding or the rescue facilities.

Mr. Nunamaker stated he thought dog kennels do not belong right next to a riding/boarding stable and were a class of their own.

Mr. Stallworth asked the definition of a dog kennel. He stated he looked it up and a kennel was a structure or shelter for dogs or cats.

Ms. Lex stated you could not regulate personal pets and it would be an animal control regulation. Ms. Jeglie stated years ago the County looked at making a nuisance section and the room was packed with hunters and it was very controversial.

Ms. Bouie asked at what point it became an environmental impact with all the waste from the animals confined to one area. Ms. Lex said with private property owners there was no right for regulation.

Ms. Bouie stated she thought it should be two different documents.

Amendment to K that applicant will work with County to come up will angle parking; turn lane; applicable improvements as per FDOT; protected trees on E 117, 118, 130
Vice Chair Henderson asked if the board was happy with the way the proposed language was for the immediate family exception.

Ms. Lasley said no and she thought it was going from bad to worse. Going from 3 acres to 2 ½ and now ½ acre and she did not see it happening in the County.

Ms. Lex stated she had no specific proposed changes other than the 2 ½ acres and that was to make the subdivision of the 5 acres. She explained what some other Counties have for regulations.

Ms Lasley said just because ½ acre or 1 acre was set it did not mean that it needed to apply to the others. She stated that with 10 acres why would you want to create a bunch of ½ acre lots all over the county and stated that you give a family member a parcel to a qualified family member they could not do anything with the property again with a onetime split exception. Once subdivided they could not be divided again and a maximum number of lots to be created.

Ms. Bouie stepped out at 8:12p.m.

Ms. Bouie returned at 8:13 p.m.

Ms. Bouie said if building a home, it would remain a home and be homesteaded. Have it qualified that it be family. Strongly suggesting families should be able to give what was permissible if they wanted to give family member property to build a house, whether it is ¼ acre or ½ acre and be environmentally friendly.

Mr. Nunamaker said he agreed a lot with what Ms. Bouie was saying but with no regulations/restrictions on number of homes that could be put on Ag 2 which was 1-10. He stated if you move to the County and buy 10 acres next to other 10 acre lots and one lot wants all their kids to build on that property, there would be a problem.

Ms. Lex said she would recommend predictability. It was better when a person could look at a regulation and it was predictable. When you subdivide between 4 or 5 you really are creating something that was outside of the family exception.

Ms. Lasley said family exception stated, including the parent parcel, the maximum lots to be created was 4 lots including the parent parcel. She would agree with 3 acre minimum for Ag 2 and 3 and if something for Ag1 was being looked at it was fine and it may be a onetime X number of acres but she would not apply what was decided for Ag 1 to all of the parcels in Ag 2 and 3. She stated she thought it should be 1 acre not ½ ace to give people space to move around.

Ms. Lex asked what direction the Planning Commission wanted to go, keep at what it was or reduce the lot size. She would go back to the 2 ½ acres and if the Planning Commission directed her to go ahead and bring a change forward to the family exception she would but she was not hearing a unanimous response.

Ms. Davis left meeting at 8:34 p.m.

Ms. Bouie stated she would be the advocate for the people who may not have 10 acres. She said she was thinking about the people who could not afford 10 plus acres but they still made this County what it was and struggled to hold on to their property to be able to give to their children to build homes on.

Mr. Nunamaker stated it was not just Agriculture it had to do with an expectation of a neighborhood. When you buy in a 5 acre lot neighborhood you do not want to drive past 5 homes on what was supposed to be a 1 home, 5 acre lot and now had 5, 1 acre lots. Further discussion about the split of parcels continued.

Ms. Bouie left meeting at 8:40 p.m.

Don Stewart addressed the board. He said Comprehensive Plan would have to be changed before they changed anything. It specifies 3 acres and would have to go to the County Commission for a super majority vote.

Mr. Weiss stated the Comprehensive Plan did specify 3 acres and it would have to be changed.

GENERAL BUSINESS

8. 2020 Planning Commission Calendar-Distribution of Draft 2020 Planning Commission Meeting Calendar for consideration at the December 12th Planning Meeting

9. Planning Commissioner Questions and Comments

10. Director's/Planner Comments

11. Adjournment of Meeting
THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, VICE CHAIR HENDERSON DECLARED THE MEETING ADJOURNED AT 8:43 P.M.

_____
LIBBY HENDERSON, Vice-Chair
Planning Commission

ATTEST:

_____
NICHOLAS THOMAS, Clerk

AT A REGULAR MEETING OF THE PLANNING COMMISSION HELD IN AND FOR GADSDEN COUNTY, FLORIDA ON MARCH 12, 2020 AT 6:00 P.M., THE FOLLOWING PROCEEDING WAS HAD, VIZ:

Present: **William Chukes, District 1**
John Youmans, District 2
Lorie Bouie, District 5 – arrived late
Charles Roberts, At Large
Jeff Diekman, District 1
Tracey Stallworth, District 2
Doug Nunamaker, District 3
Marion Lasley, District 5, Acting Chair
Steve Scott, School Board Representative

Clayton Knowles, County Attorney
Jill Jeglie, Interim Growth Management Director
Marcella Blocker, Deputy Clerk

Absent: **Libby Henderson, absent (excused)**

1. Pledge of Allegiance

Marion Lasley agreed to serve as Interim Chair as Libby Henderson was excused from this meeting. Ms. Lasley called the meeting to Order at 6:01 p.m. and asked everyone to stand for the Pledge of Allegiance to the U. S. Flag.

2. Introduction of Members (Roll Call)

Roll call was taken by the Deputy Clerk and two new members, Charles Roberts and Jeff Diekman introduced themselves. Ms. Jeglie also introduced the new County Attorney, Clayton Knowles, to the Commission.

3. Approval of the Agenda

4. Approval of Meeting Minutes

a. August 22,2019

Acting Chair Lasley asked for corrections to be made on Page 8, number 6, line 2, "part o" changed to "part of".

Ms. Bouie arrived at 6:05 P.M.

MR. SCOTT MADE A MOTION TO APPROVE WITH CHANGES WITH A SECOND BY MR. CHUKES. THE BOARD VOTED 9-0 BY VOICE VOTE TO APPROVE WITH CHANGES.

b. October 17, 2019

Acting Chair Lasley asked for corrections to be made on Page 5, paragraph 5, change Lax to Lex; page 11, last paragraph, change One to Once; page 18, paragraph 5, should be, "no EXISTING land use map."

MR. YOUMANS MADE A MOTION TO APPROVE WITH CHANGES WITH A SECOND BY MS. BOUIE. THE BOARD VOTED 9-0 BY VOICE VOTE TO APPROVE WITH CHANGES.

5. Disclosures and Declarations of Conflict

Acting Chair Lasley asked if there were any disclosures of conflicts for the items scheduled for public hearing tonight.

Mr. Diekman said he had no communication with the applicants but his son-in-law works for David Melvin Engineering but was not directly involved with this project in any way.

PUBLIC HEARINGS

6. Hot Rods Restaurant Special Exception Use (SEU 2020-01) (Quasi-Judicial)-Consideration of a Special Exception Use to allow a 3,500 square foot restaurant with on-site alcohol beverage sales to patrons to be located at 18601 Blue Star Hwy (US 90).

Jill Jeglie, Interim Planning Director, was sworn in by Deputy Clerk Marcella Blocker and then gave a brief introduction of the agenda item stating the applicants were Joel and Betty Martin and they were represented by Mary-Margaret Farris of Melvin Engineering. An application was submitted for a Class II, Type II Site Plan for a 3500 square foot steakhouse restaurant with on-site sales of alcoholic beverages to patrons on-site. The development is 1.30 acres in area and was on the North side of US 90 and West of W. Olean Street, a local road and the hours of operation would be Monday-Saturday, 2 p.m.-12 a.m.
All Attachments available on-line.

Options:

1) Recommended approval of the Hot Rods Steakhouse Special Exception Use (SEU) with the following conditions and find that the application with conditions was consistent with the Gadsden County Comprehensive Plan and the Land Development Code (LDC):
   a) Add a cover sheet and amend plan sheets to indicate the project title as "Hot rods Steakhouse Special Exception Use Plan."
   b) On the cover sheet add the following notes:
      Expiration, Extension and revocation. Noncompliance with the terms of the special exception shall be deemed a violation of the special exception approval and shall be resolved within 90 consecutive days or the special exception use shall be revoked; and Discontinued unless an extension is approved by the Board of County Commissioners within 2-years of the discontinuance of the use for which the special exception was granted per the terms of Sub. 7303 of the Gadsden County Land Development Code.
   c) Outdoor lighting shall be directed downward and away from any adjacent property lines and shall not exceed 12' in height.
   d) Nightly hours of operation shall be no later than 12:00 midnight.
   e) No outdoor dining or entertainment is approved.
2) Recommend denial of the Hot Rod Steakhouse (SEU 2020-01) application and provide findings in support if this decision.
3) Discretion of the Planning Commission.

Mary Margaret Farris, Melvin Engineering, was sworn in by Deputy Clerk Blocker and appeared before the Board and said Ms. Jeglie did a great job introducing everything. She stated she had received calls from people supporting a new restaurant coming to town. She then asked if there were any questions she could answer.

Mr. Youmans asked if the Level of Service (LOS) would not exceed the LOS that DOT allowed and Ms. Jeglie explained that would be in the next item.

Mr. Chukes asked the seating capacity.

Joel Martin appeared before the Board and was sworn in. Mr. Chukes asked about seating. Mr. Martin stated there was not an exact number but the parking spaces were based upon square footage of the building.
Ms. Farris stated it was sized for about 130 people.

Mr. Chukes asked what percent of that was at food service to alcohol. Mr. Martin stated it had to be at 51%.

Mr. Diekman asked if the occupant load trigger it being an assembly and will the structure require sprinklers.
Ms. Farris said as far as she knew it was according to the building code and there was always a chance when the fire marshal reviewed it. A 6" line was being extended from the City and putting a hydrant in front of the building to meet the set-back requirement for having a hydrant next to the building for their insurance.
Mr. Diekman asked if the utilities would be provided. Ms. Farris said yes.

Mr. Nunamaker asked if there would be a merge lane out or a turn lane in and Ms. Farris answered no, it would be straight in and straight out. She further stated the DOT gave her the layout on how they wanted the driveway to look.

Mr. Roberts asked about the number of employees. Mr. Martin said currently they were looking at 12-14 from the immediate area.

Mr. Scott said the plan did not show outdoor dining or entertainment and asked if this was the intention. Ms. Jeglie said no outdoor seating or entertainment was proposed at this time and they could come back if that was something they wanted in the future. Mr. Scott stated he was asking because this was a place that would be serving alcohol and wondered if it would be moving outside. Ms. Farris stated there was not much room left to build anything outside to place people or entertainment.

Ms. Bouie asked if that meant there would not be a veranda for dining. Ms. Jeglie explained there was not one requested at this time. Her recommendation was they could come back to the board at a later date.

Mr. Scott asked if there would be entertainment inside the restaurant. Mr. Martin said it was something they had not decided.
Acting Chair Lasley said that it was their right as a restaurant to do so, and the Planning Commission would not be the ones to authorize it. (inside entertainment)

Mr. Stallworth asked about their dining hours. The hours in the proposal stated 2pm-12am and Mr. Stallworth asked if they anticipated opening earlier at any time. Mr. Martin said there was nothing hard core about the hours, they were just looking at the busier hours for a steakhouse and the type of menu they would have.

Ms. Jeglie stated her recommendation would be to not put a limit on daytime hours in case they decide they wanted to serve lunch.

Mr. Chukes asked if they should amend hours so they would not be restricted. Ms. Jeglie said it was up to the Board. Mr. Youmans asked Mr. Martin if he thought it was a possibility, otherwise they would just leave it. Ms. Farris said it might go so well that they might want to open at Noon to do an early lunch. Ms. Jeglie stated it was not a cap on day hours, just one on closing at 12am.

Ms. Bouie asked if 12 Midnight was County law and Ms. Jeglie said no, it was not. It could be left wide open but Mr. Martin proposed 2pm-12am.
Mr. Youmans said he thought 2am was the County curfew. Acting Chair Lasley said it was, for alcohol, but restaurant hours were different.

Ms. Bouie said her concern was they were going over their scope of oversight by limiting time and she thought the Planning Commission's job was to approve that the applicant complies with the planning and zoning laws.

Mr. Nunamaker said it was the applicant's proposal and the Planning Commission was just affirming their proposal. Ms. Bouie said it was, however, under the options for the Planning Commission to approve.

Acting Chair Lasley said Condition D was no later than 12 midnight and she thought that the Planning Commission was good with that statement because it was not limiting the opening hours. Ms. Bouie stated she thought the Commission should stay in the scope of Planning and Zoning and not place conditions within the approval. Ms. Jeglie said this was a Special Exception use so there were criteria that was broader and the applicant had proposed the times based on when they wanted to be open. This was a starting point based on what the applicants proposed.

Ms. Bouie said she was not saying they had done anything wrong but she would not want to go into an enterprise having the times and the condition of no outdoor dining. She stated the Commission should stick to the Planning and Zoning and allow the owners to make the other decisions. She understood it was part of the proposal.

Mr. Scott said he liked the 12 am because if it was extended the County stipulation and went until 2am, you have changed the dynamics of what this place was. It would no longer be a steakhouse, it would lean towards a nightclub.

Mr. Diekman said this was their proposal to propose however they wanted to and it was not the Planning Committees place to do one way or other. Ms. Bouie stated her concern was that conditions were being put on the applicants that were already outlined in their proposal.
Mr. Diekman said they had put their own conditions on themselves in their proposal.

Ms. Bouie said the recommendation was for the Commission to either chose option 1, option 2, or option 3. Option 1 specifically outlines conditions and she was not trying to change their plan but she was asking, as a body, what they were supposed to be doing as for planning and zoning and that was her only concern.

Mr. Chukes asked what if they wanted to stay open until 1 am. Mr. Martin said he thought 2 am was the cut-off and they said 12 am because he did not see people out there after that time to order food but they could legally stay open until 2am.

Mr. Diekman asked if they changed the time here/now, would it also mean they have to go back to the public and disclose that.

Mr. Knowles said they could accept the recommendation of the County or accept the recommendation of Planning and Zoning. If they want to accept that, roll with the 12 am, and if not then go with 2 am or whatever you propose. He did not think it had to go back to the public.

Acting Chair Lasley asked if they would stop serving at 12am. Mr. Martin said the hours of operation are until 12am and after that would be clean-up. Acting Chair Lasley stated the time stated seemed very reasonable. She also stated they could come back to request a change of time frame if they needed to.

Acting Chair Lasley said she was thankful and happy they were extending water and sewer and she asked if there was anyone from the public to speak for or against the applicant and there were none.

MR. SCOTT MADE A MOTION TO ACCEPT OPTION 1 WITH A SECOND BY MR. DIEKMAN. THE BOARD VOTED BY VOICE VOTE 9-0 TO APPROVE.

7. <u>Hot Rods Restaurant Site Plan</u> (Class II, Type II) (SP 2019-01) (Quasi-Judicial)-Consideration of a Site Plan to allow a 3,500 square foot restaurant with on-site alcohol beverage sales to patrons to be located at 18601 Blue Star Hwy (US 90).
Acting Chair Lasley introduced the above item.

Ms. Jeglie gave a brief explanation of the agenda item.
All Attachments available on-line.

<u>Options:</u>

1) Recommend approval of the Hot rods Steakhouse Conceptual & Preliminary Site Plan (SP2020-01) and find that the site plan with conditions is consistent with the Gadsden County Comprehensive Plan and the (LDC):
    a. The Special exception Use is approved by the Board of County Commissioners as required by Subsection 1202.D of the LDC.
    b. Label the 50' wetland setback as "A 50" wide natural area to be maintained by the property owner. No clearing in this area."
    c. Label the "limits of construction" om applicable plan sheets.
    d. On Sheet C1, and C7 add a note stating "The water quality treatment facility is designed for pollution abatement requirements (water quality treatment) that are

increased by 50% (1.5 normal treatment requirements) for a stormwater management facility discharging in to Quincy Creek per Sec. 3.4.1 of the SMPPM."

e. On Sheet C1, label the right-of-way width and the required setback from the building to the centerline of the US 90 right-of-way in compliance with Table 5203.3 of the LDC.
f. On sheet C1 and Sheet C3 indicate the utility providers.
g. On Sheet C1, label the required 10% open space per Policy 6.41 of the Comprehensive Plan.
h. Final Erosion and Sediment Control, Utility Details, Stormwater, Construction Notes and Cross-sections and Stormwater Pond Details will be reviewed for compliance at Final Plan review. However, note the following:
   i. Sheet C-2, Construction Sequence Notes #2 & #3 should refer to the Gadsden County Construction Compliance Officer.
   ii. Sheet C-$, replace hay bales with silt fence in right-of-way.
   iii. Sheet C-7, under sand filter Note #3 insert Gadsden County Construction Compliance Officer.

2) Recommend denial of the Hot rods Steakhouse Conceptual and Preliminary Site Plan (SP2020-01) supplication and provide findings in support of this decision.
3) Discretion of the Planning Commission.

Acting Chair Lasley asked for the representative to step forward and if there were any questions.

Ms. Bouie said her only concern was the entrance, just a few hundred yards up the road, there was an elderly couple killed on Highway 90 by a truck exiting a business and asked them to consider making a better entrance and exit. Ms. Farris stated the entrance/exit was proposed by the DOT to be the safest.

Acting Chair Lasley asked about the sidewalk issue. She said she saw there were no other sidewalks there and said "we sort of have to start somewhere." Tax dollars pay for the County to put in sidewalks. Acting Chair Lasley asked Ms. Jeglie what the status was on the sidewalk issue. Ms. Jeglie said the language in the Code exempted them if they were isolated commercial and not within or adjacent to an urban service area. SUB SEC (5065.82)

Acting Chair Lasley asked them to talk about the water and sewer hook-ups. She stated she understood there was going to be a 6" main and a fire hydrant and both of those were wonderful advantages for the business and the County. She asked if they would run a line from the East, to the property and Ms. Farris said it was from Olean Street, on the NE side, and would hook there and extend it all along Highway 90 to the property.
Mr. Nunamaker asked if Stones was on that same system now and Ms. Farris did not know that answer, but it was the closest city line for them to hook up to. Stones probably had a well they had been there so long.

Ms. Bouie said one other concern was parking because they are proposing 130 seat capacity and 35 parking spots with 2 handicapped. She questioned if there would be adequate parking and if they could propose more parking spaces and she asked Ms. Jeglie how that happened. Ms. Farris said there was no room for more parking spaces unless they buy more property.

Acting Chair Lasley asked about the stormwater facility because it looked like it was right out the back door. Ms. Farris said it was not right out the back door. She explained there was a 10' concrete sidewalk to get the door open and for deliveries to be made.

Acting Chair Lasley stated there would be some sort of fence around the stormwater. Ms. Farris said yes and everywhere else will be a concrete wall. Acting Chair Lasley asked if it was taking runoff from the parking lot. Ms. Farris answered all the runoff from the parking lot and building goes into it. Then there was a pipe that comes out of the North side of the facility and it would discharge on the property and then run across the property to the NE corner which was a DOT drainage ditch.

Mr. Nunamaker asked if the treatment had to be 1.5 times the normal treatment. Ms. Farris said that was what the Code said. Mr. Nunamaker asked what the 1.5 times was and what it involved. Ms. Farris said when you directly discharge to a waterbody you can only put so much into it. Ms. Jeglie stated there was a basin map that shows the various basins that it could go to. Ms. Farris continued saying the water Management will review it and make sure it was all done properly.

Mr. Diekman asked if there was a proposed fence around the facility. Ms. Farris said the fence will be on the side of the building and will protect the public from walking into the stormwater holding area

Mr. Roberts asked about the parking lot and asked how many handicapped spots and Ms. Farris said 1 for every 25 and they also had bicycle parking.

Mr. Diekman asked about the fence that there was proposed asphalt that goes to the concrete wall and there was a 7.5' fall to the existing grade, not at the pond level. Ms. Farris said that was the East side and it was not getting a fence there but they could if they needed to. Mr. Nunamaker asked if parking went up to that curb and Ms. Farris said it was parallel parking on two spots next to the building but the other spots up against it were not that high off the ground. Mr. Diekman said the Building Code states anything that elevates over 33" were required to have a guardrail.

Acting Chair Lasley asked about the structure to the north of the parking spaces. Ms. Farris said it was the enclosed dumpster pad. Acting Chair Lasley asked if the stippled part was the concrete walk out the back door and Ms. Farris said yes. Acting Chair Lasley then asked what the structure was north of the stipple (with the 17 on it) next to the dumpster. Ms. Farris stated they were bumper guards/wheel stops, so people did not drive into the building. After looking closer, they decided it was landscaping and where a tree would potentially go.

Mr. Diekman asked if a wood fence was required. Ms. Farris said yes it was because it was AG so it needed a buffer.

Acting Chair Lasley asked if anyone from the public wished to speak, and there were none.

Acting Chair Lasley read aloud the recommendations and asked for a motion.

Ms. Bouie said she heard some good concerns and wondered if they would be included. Acting Chair Lasley asked for Ms. Bouie to state the concerns.

Mr. Diekman said the Building Department may catch the falling barricade issue and they may not because they said it was an approved site plan but he had a concern that it was 7.5 feet. He asked if there was a requirement other than a 6" curb, whether it was a 2-bar rail or something. There was a need for something to keep people from falling down the end of the parking lot-anywhere where the grade of the parking lot was more than 32".

Acting Chair Lasley asked for motion to add that.

MS. BOUIE MADE A MOTION TO APPROVE OPTION 1 WITH ADDITIONAL CONDITION TO HAVE BARRIERS OVER ANY AREA OVER 32" TO THE ADJACENT GRADE WITH A SECOND BY MR. CHUKES. THE BOARD VOTED 9-0 BY VOICE VOTE TO APPROVE.

GENERAL BUSINESS
None was had.

8. Planning Commissioners Questions and Comments
None were had

9. Director's/Planner Comments-
The April 16, 2020 meeting will include the nomination and election of Planning Commission Officers.

10. Motion to Adjourn
MR. CHUKES MADE A MOTION TO ADJOURN WITH A SECOND BY MR. DIEKMAN. THE BOARD VOTED 9-0 BY VOICE VOTE TO ADJOURN AT 7:19 P.M.

_____
MARION LASLEY, Acting Chair

ATTEST:

_____
NICHOLAS THOMAS, Clerk

Gadsden County Planning Commission
Agenda Request

Date of Meeting: June 4, 2020

Date Submitted: May 20, 2020

To: Honorable Chairperson and Members of the Commission

From: Jill Jeglie, AICP, Interim Growth Management Director

Subject: Public Hearing (Legislative) – SR 267 (Bainbridge Highway) Small Scale Comprehensive Plan Future Land Use Map Amendment (SSPA 2020-01)

Statement of Issue:

A request for consideration of a Small Scale Comprehensive Plan Future Land Use Map (FLUM) amendment to change the future land use designation from Agriculture 1 (AG-1) to Commercial (COMM) (Attachments 1 & 2, pages 1 & 2).

Background:

This application for a Small Scale Comprehensive Plan FLUM amendment is requested to allow commercial development of a 2.5 acre parcel. This parcel is to be created from a 115.86± acre parent to allow a retail store to be constructed. A Dollar General Store is proposed (Attachment #4, page 7, 6, page 46).

Comprehensive Plan text and FLUM amendments are legislative actions (as opposed to quasi-judicial actions). They must meet the statutory requirements set forth in Chapter 163, Florida Statutes. Unlike a quasi-judicial action, a local government has broad decision-making latitude in legislative matters (Attachment #7, pages 47-52).

All cites refer to the Land Development Code (LDC) unless otherwise noted.

Analysis:

Location of Property:	East side of SR 267, Bainbridge Highway, Quincy and south of the intersection of SR 267 & CR 272 Hutchinson Ferry Rd.
Tax Parcel ID Number:	2-14-3N-4W-0000-00110-0000
Property Owner:	Coastal Forest Resource Company
Agents:	Allara Mills Gutcher, The Planning Collaborative
Area of Subject Parcel:	2.5 acres of a 115.86 acre parcel
Current Use:	Timber
Proposed Use:	Commercial (Dollar General)
Wetlands:	Not Applicable

Flood Zone: Zone X

Sanitary Sewer Facilities: Private on-site system (septic tank).

Potable Water Facilities: Private well

Electric Provider: Talquin Electric Cooperative (Confirmation provided)

Current (Existing) and Proposed Use of the Property:

The subject property is 2.5± acres of a 115.86 acre parent parcel. Prior to development, a lot split has been submitted and must be approved to create a 2.5± acre parcel as a condition of the Future Land Use Map amendment.

Table 1: Current (Existing) & Proposed Future Land Use Categories	
Current (Existing) and Proposed Future Land Use Category	Future Land Use Designation
Current/Change From:	Agriculture 1 (Policy 1.1.1.F,1 d/u per 5 acres)
Proposed/Change To:	Commercial (Policy 1.1.1.K)

The Agriculture 1 category is described in Policy 1.1.1.F of the Comprehensive Plan and allows agriculture uses, residential density not to exceed one (1) unit per five (5) acres; agriculture, silviculture, houses of worship, and commercial activities associated with agriculture, etc. (Attachment #3, page 3).

The intent of the Commercial future land use category is described in Policy 1.1.1.K of the Comprehensive Plan and Subsection 4105 and 4202.D of the Land Development Code. Policy 1.1.1K lists a wide range of commercial uses as allowable including but not limited those uses allowed in the Neighborhood Commercial future land use, retail sales and services, child care facilities, restaurants, shopping centers, civic organizations, private clubs, entertainment, office complexes and light manufacturing restricted to in plant assembly, recreational vehicle parks and mobile home parks (Attachment #3 pages 4-6).

Adjacent Future Land Use Designations and Current (Existing) Uses: The future land use category and the existing uses on the adjacent properties are listed in the following table:

Table 2. Adjacent Future and Current Land Use		
Direction	Future Land Use Category	Current (Existing) Use
North	Rural Residential (RR) & Agriculture 1 (AG-1)	Talquin Electric Substation & Pastureland
South	Agriculture 1 (AG-1)	Timber II (Coastal Forest Resources)

East	Agriculture 1 (AG-1)	Timber II (Coastal Forest Resources)
West	Rural Residential (RR)	Single Family Dwelling Unit

Source: Gadsden County Future Land Use Map and Gadsden County Property Appraiser.

Access: The property is located south and east of the intersection of SR 267, Bainbridge Highway and CR 272, Hutcheson Fairy Road. SR 267 is a 'major collector roadway, rural' as designated on the Gadsden County Functional Classification Map (2014). Proposed development will be required to meet Florida Department of Transportation (FDOT) access requirements and obtain a FDOT driveway permit as well as demonstrate compliance with Gadsden County access requirements.

Historical Resources: The Florida Department of State, Division of Historical Resources has issued a letter indicating that there are eight historic structures and one historic cemetery at designated areas in the vicinity of the proposed site in Gadsden County. In order to protect historic or archeological sites, the exact location of sites is not mapped. In recognition that not all archeological sites are in evidence, prior to submittal for development review the developer will be required to provide written verification that the proposed site does not contain archeological sites and will have no effect on historic properties listed, or eligible for listing, in the National Register of Historic Places" (See Attachment #4, pages 23-24).

Applicable Comprehensive Plan Objectives and Policies:

The following Comprehensive Plan Objectives and Policies are referenced as they apply to the Future Land Use Map Amendment. Other Objectives and Policies that are pertinent to a specific development will be addressed at the time of development order review. Attachment #5 of this report includes the applicant's analysis of applicable Comprehensive Plan Policies.

Policy 1.1.1.K Commercial:

The allowed uses and development restrictions for the Commercial future land use category are listed in Attachment #3 of this document (pages 4-6). The intent of the Commercial future land use category is to provide areas for general commercial activities. Allowable uses include all uses allowable in the Neighborhood Commercial category; museums; galleries; other civic activities; lodging establishments; private clubs; entertainment; wholesale sales; shopping centers; office complexes; light manufacturing used that are restricted to in-plant assembly; mobile home parks; recreational vehicle parks. Development restrictions include that the storage of outdoor equipment must be screened from the public right-of-way. Junk yards or construction and debris landfills are prohibited. There is no maximum square footage adopted for the Commercial future land use category.

At the CBOR meeting, the applicant indicated that a 9,100 square feet 'Dollar General Store' is proposed. However, this amendment will not limit development to a specific use or square footage only to the uses allowed within the Commercial Future Land Use designation and developed in accordance with the Gadsden County Land Development Code (LDC) (Attachment #4, page 46).

Policy 1.2.8: *Development shall be restricted from areas that have severe site limitations due to existing floodways.*

The property does not contain areas within a floodway and/or wetlands.

Policy 1.2.9: *Developments shall only be approved by the County when the adopted levels of service standards meet or exceed the capacities adopted within this Plan. These standards shall include those for potable water, sanitary sewer, solid waste and recreational facilities and services.*

The proposed development will comply with the requirements for potable water, sanitary sewer, solid waste and recreational facilities and services as indicated in the analysis of Policy 1.2.13, below (Attachment #5).

Policy 1.2.10: *School Capacity will not be impacted by a commercial use.*

Policy 1.2.13: *Any applicant for a Future Land Use Map amendment shall at minimum supply the following information to the County when requesting such Map amendment:*

A. Location and amount (in percentage of total parcel) of on-site jurisdictional wetlands.

The parcel does not contain jurisdictional wetlands (Attachment #4).

B. Availability and capacities of existing and proposed potable water and sanitary sewer utilities.

Talquin Electric Cooperative has confirmed that they will provide electric (Attachment #4, page 17). The site will be served by well and a septic system. There is no central water or sanitary sewer utilities available within ¼ of a mile of the site.

C. Proposed location of ingress and egress of development.

Per Policy 1.1.1.K of the Comprehensive Plan, Commercial land use must be located in areas along collector or arterial roadways. As currently proposed, access will be on SR 267, Bainbridge Highway, a state owned and maintained roadway. SR 267 is designated as a major collector roadway on the adopted Gadsden County Functional Classification Map (2014). During the site plan review process the applicant will be required to apply for an FDOT access permit and address whether turn lanes will be required.

D. Distance and location of nearest same land use category.

The nearest Commercial designated property is located approximately 5.20± miles north of existing commercial uses within and adjacent to the City of Quincy and Gretna municipal boundaries. The closest commercial use is a convenience store located on the west side of SR 267 slightly less than ½ of a mile south of the proposed amendment and on the north side of Makayla Lane (Attachment #2, pages 1-2).

E. Description of adjacent land use categories.

See Table 2, above. Adjacent properties include residential, timber, and an electrical substation.

F. In addition, for any land use category which supports residential development:

1) Existing and proposed school capacities (See Policy 10.6.1).

2) *Existing and proposed park space (See Policy 6.3.3).*

Not applicable.

Policy 1.4.1: *New non-residential development which is proposed contiguous to land designated Rural Residential on the Future Land Use Map shall be of a scale and intensity appropriate to the existing residential neighborhood.*

The proposed Commercial use is adjacent to property designated as Rural Residential on the Future Land Use Map. The adjacent property designated as Rural Residential contains a Talquin Electric substation (Table 2, above and Attachment #3).

Policy 1.4.2: *Neighborhood character shall be preserved and promoted by working toward maintaining compatibility of surrounding land uses.*

The predominant character of the existing parcel and adjacent parcels within approximately a quarter of a mile of the proposed Commercial land use is pasture/timber east of SR 267 and very low density residential. The site is located across SR 267 and north of the St. John AME Church and less than a quarter of a mile north of the Florida Agriculture & Mechanical Research & Extension Center.

Policy 2.2.3: *The minimum levels of service for roadways within Gadsden County shall be evaluated at a PM peak hour volume data. The level of service (LOS) for a major collector roadway is LOS D.*

"Level of service (LOS) is a quantitative stratification of the quality of service into six letter grade levels" (A through F, with A being the highest LOS)(FDOT Quality of Level of Service Handbook (2013)). Gadsden County has adopted level of service (LOS) is peak hour 'D' for a major or minor collector rural road (Policy 2.2.3 of the Comprehensive Plan). Per the '*Florida Department of Transportation (FDOT), District 3 Level of Service (LOS) Report (2016)'*, SR 267 is operating at peak hour/peak day LOS 'C' from the Quincy City limits to the Florida Line. Pursuant to the Trip Generation Report and analysis provided by the applicant a 9,100 sf. commercial retail will generate 62.24 peak hour/peak day trips with a 60% pass–by trip reduction (Attachment #5, pp. 9,10). Therefore, after commercial development of the site the LOS will remain LOS 'C'.

Policy 2.2.5: *With exception to those developments that meet the de minimis impact threshold, all new development impacts shall not decrease the roadway minimum level of service requirements of Policy 2.2.3. For the purposes this Element, a de minimis impact shall be that which does not impact a roadway by greater than one percent of the maximum capacity of the adopted level of service standard for the affected roadway segment, as shown in the FDOT District 3 Level of Service reports for Gadsden County.*

Pursuant to the analysis, the development will not diminish the adopted LOS (Attachment #5, pp. 9,10). The analysis includes trip generation and a reduction for pass-by trips. The Institute of Transportation Engineers Common Trip Generation Rates (PM Peak Hour) indicate that the proposed use is entitled to 'pass-by- trip reduction of 60% less than 50,000 square feet (Attachment #4, page 27). Pass-by trips are trips diverted from traffic already on the road.

Policy 5.3.4: *Any amendment to the Future Land Use Map shall consider the impact to the functionality of adjacent and on-site wetlands. The protection and conservation of wetlands by the*

direction of incompatible land uses away from wetlands shall occur in combination with other principles, guidelines, standards, and regulations in this Plan and the Land Development Code.

There are no wetlands or areas within a flood way located on the subject parcel (Attachment #5, p. 33 and 34).

Citizens Growth Management and Planning Bill of Rights Meeting (CBOR) & Public Notice:

The applicant held a Citizen's Bill of Rights meeting on-site on Thursday, January 30th, 2020. The Attendees Sign-Up Sheet for the meeting contains twelve (12) signatures. The summary of the discussion and of concerns is included in Attachment #6, pages 40-46. Terramore Development LLC (the proposed developer) indicates that two (2) of twelve audience members welcomed the store.

Pursuant to Subsection 1302, Legislative Hearing Procedures of the Land Development Code, a public hearing notice was mailed at least thirty (30) days prior to the public hearing, a legal advertisement was placed in the local newspapers, and a sign was posted on the property. This application has been noticed three (3) times as a result of cancelled meetings due to the COVID-19 virus.

Planning Commission Role:

An amendment to the Future Land Use Map of the Comprehensive Plan is a legislative process. In addition, pursuant to Chapter 163.3174, Florida Statutes (F.S.), as the local planning agency, the Planning Commission shall review proposed comprehensive plan amendments and make recommendations to the governing body as to the consistency of the proposal with the adopted comprehensive plan or element and an analysis of the amendment as required pursuant to §163.3177(6)(2)(a-h), F.S.

Planning Commission Options:

1. Recommend approval of the SR 267, Bainbridge Highway (Coastal Forest Resources Company) (SSPA-2020-01) Small Scale Comprehensive Plan Future Land Use Map Amendment from the Agriculture 1 (AG-1) to the Commercial future land use category with the following.

   a. Prior to submittal for development review the developer will provide written verification that the proposed site does not contain archeological sites and will have no effect on historic properties listed, or eligible for listing, in the National Register of Historic Places.

   b. A Lot Split must be approved within 30 days of approval of the adoption of the adoption of this FLUM amendment.

2. Recommend denial of the SR 267, Bainbridge Highway (Coastal Forest Resources Company) (SSPA-2020-01) Small Scale Comprehensive Plan Future Land Use Map Amendment from the Agriculture 1 (AG-1) to the Commercial future land use category.

3. Planning Commission Direction.

Planning Staff Recommendation:

Option #3

Attachments:

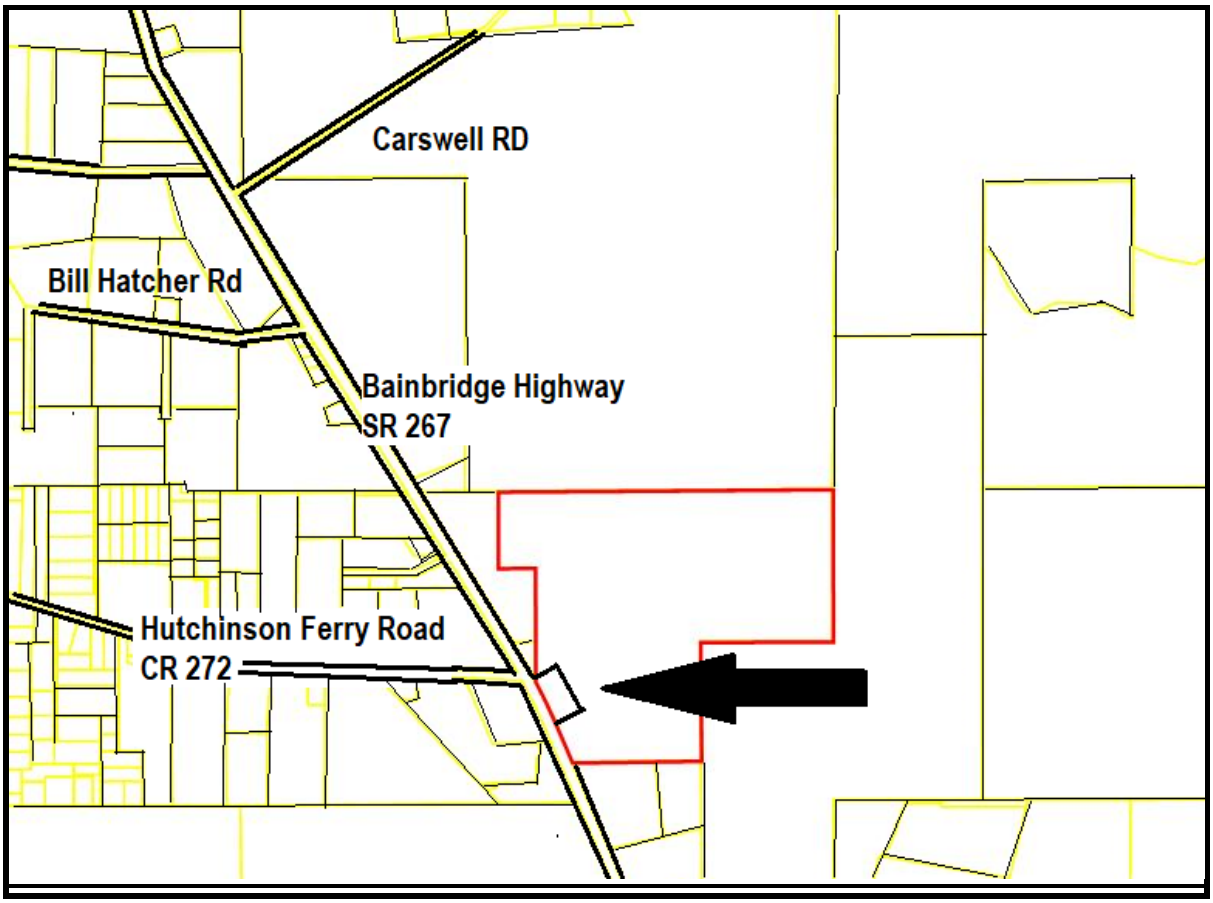
1. Location Map
2. Future Land Use Map
3. Policy 1.1.1.F & Policy 1.1.1.K
4. Application with Support Documentation
5. Applicant's Analysis of Comprehensive Plan Policies
6. Citizens Bill of Rights Public Hearing Notice & Summary
7. "*The Difference between a Legislative and a Quasi-Judicial Land Use Action and Why it Matters: A Layperson's Summary*", Max Forgey, AICP

LOCATION MAP

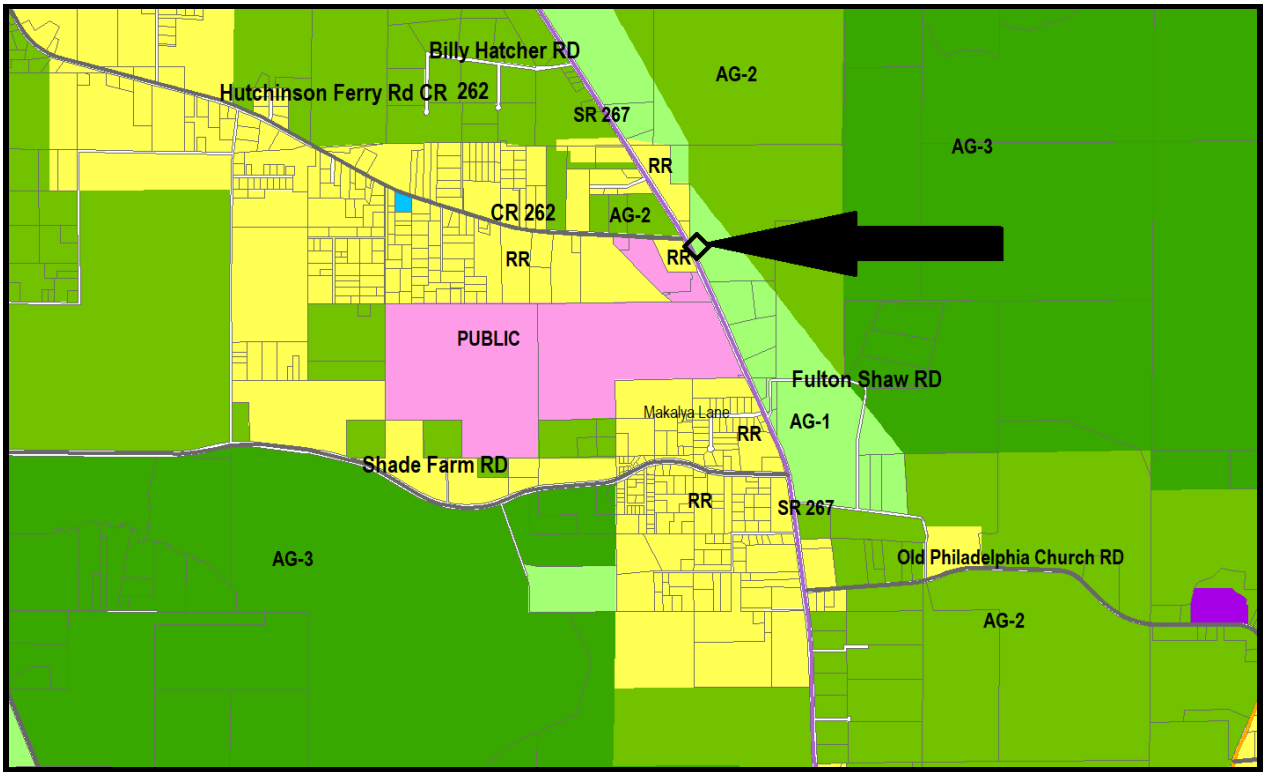
SR 267 Bainbridge Rd, Coastal Lumber (Owners)

Future Land Use Map Amendment

Tax Parcel ID #2-14-3N-4W-0000-00110-0000



FUTURE LAND USE MAP



FUTURE LAND USE CATEGORIES

Rural Residential	RR
Public	Public
Agriculture 1	AG 1
Agriculture 2	AG 2
Agriculture 3	AG 3

Gadsden County Comprehensive Plan

Future Land Use Element

Objective 1.1: Provide for certainty in growth and development through the adoption of the Future Land Use Map and Future Land Use categories.

Policy 1.1.1: Gadsden County shall regulate the use of land through the adopted land use categories as follows. The Future Land Use Map (Exhibit 1) shall be used to determine the location and extent of development within Gadsden County.

F. Agriculture-1

1) Purpose and Intent – The intent of this category is to provide areas for agricultural activities.
2) Designation Criteria – Agriculture uses and residences associated with such uses.
3) Density – No more than one dwelling unit per five (5) acres
4) Impervious Surface Area – No more than 0.10 lot coverage except the centralized utilities uses are exempted from impervious surface requirements.
5) Allowable Uses – Agriculture related uses; Silviculture; residential; houses of worship; cemeteries; recreational activities; commercial activities associated with the primary agricultural use; home occupations; centralized utilities and package plants.
6) Development Restrictions - The Family Exception shall be allowed as long as the parent parcel can retain a minimum of three (3) acres, and the granted parcel has a minimum of three (3) acres, and the other requirements of the Land Development Code are met; minimum lot size for the non-residential uses that are also not used for centralized utilities described in this part shall be three (3) acres.

G. Agriculture-2

Development within the Agriculture-2 category shall be the same parameters as the Agriculture-1 land use category in F. above, except that:

1) Density - No more than one dwelling unit per ten (10) acres; and,
2) Solar power generation facilities are an allowable use on parcels ten (10) acres or greater in size.

H. Agriculture-3

Development within the Agriculture-3 category shall be the same parameters as the Agriculture-1 category in F. above, except that:

1) Density - No more than one dwelling unit per twenty (20) acres; and,
2) Solar power generation facilities are an allowable use on parcels twenty (20) acres or greater in size.

Comprehensive Plan
FUTURE LAND USE ELEMENT

The purpose of the Future Land Use Element and accompanying Future Land Use Map is to designate the future general distribution, location, and extent of the use of land within the unincorporated areas of Gadsden County.

GOAL 1A: PROVIDE A SYSTEM FOR ORDERLY GROWTH AND DEVELOPMENT

Objective 1.1: Provide for certainty in growth and development through the adoption of the Future Land Use Map and Future Land Use categories.

Policy 1.1.1: Gadsden County shall regulate the use of land through the adopted land use categories as follows. The Future Land Use Map (Exhibit 1) shall be used to determine the location and extent of development within Gadsden County.

J. Neighborhood Commercial

1) Purpose and Intent – The intent of this category is to provide areas for limited commercial activities that serve to meet daily needs.
2) Designation Criteria – Areas within the county that are located to serve vicinity residents with daily needs.
3) Density – None
4) Intensity – The floor area ratio shall not exceed 0.60.
5) Impervious Surface Area – No more than .75 lot coverage, except the centralized utilities uses are exempted from impervious surface requirements.
6) Allowable Uses – Convenience commercial uses; retail sales and services; child care facilities; restaurants; professional office and services; centralized utilities and package plants; private recreation; houses of worship.
7) Development Restrictions – No outdoor storage of equipment is allowed; the sale of alcohol may be permitted only as an accessory use to a commercial retail use, or for consumption in a restaurant use; must be located along a collector or arterial roadway, as designated on the Functional Classification of Roadways Map in the Transportation Element; minimum lot size is one (1) acre with a maximum lot size of three (3) acres. Commercial uses are limited to under five thousand (5,000) square feet in size of heated and cooled space.

K. Commercial

1) Purpose and Intent – The intent of this category is to provide areas for general commercial activities.
2) Designation Criteria – Areas along collector or arterial roadways, as designated on the Functional Classification of Roadways Map in the Transportation Element.
3) Density – 0.00 except for mobile home parks which shall be limited to a maximum of five units per acre.
4) Intensity – The floor area ratio shall not exceed 1.0.
5) Impervious Surface Area – No more than 0.75 lot coverage, except the centralized utilities uses are exempted from impervious surface requirements.
6) Allowable Uses – All uses allowable in the Neighborhood Comm ercial category; museums; galleries; other civic activities; lodging establishments; private clubs; entertainment; wholesale sales; shopping centers; office complexes;

light manufacturing uses that are restricted to in-plant assembly; mobile home parks, recreational vehicle parks.

7) Development Restrictions – The storage of outdoor equipment must be screened from the public right-of-way. Junk yards or construction and debris landfills are prohibited in this category. Mobile home parks shall be on a centralized water and waste water system to receive a density of greater than one dwelling unit per acre.

LAND DEVELOPMENT CODE

CHAPTER 4, FUTURE LAND USE ELEMENT

Subsection 4105. Commercial.

The **Commercial** land use category provides for a predominance of general and high intensity commercial activity, as well as professional services and office uses, institutional and public service/utility uses. Mobile home parks and Recreational Vehicle Parks may be permitted in the Commercial land use category as a special exception use. These uses must be approved pursuant to the Type II review procedure. For criteria for density and intensity of development refer to §5200 and Subsection 5900. (Ord. 2003-006, 8-19-03) (Ord. # 2006-020, 8-29-06)

SECTION 4200. LAND USES.

Subsection 4201.

This part of the Code describes the specific types of land use activities allowed in the land use category as described in the Comprehensive Plan and this Land Development Code.
(Ord. # 1996-005, 7-2-96)

Subsection 4202. Types of Uses.

D. Commercial Uses.

Class I Commercial Uses

Class I Commercial land use activities include a wide variety of general commercial, recreational, entertainment and related activities. Examples include the professional and office uses listed in Subsection 4202.E., as well as the following types of commercial uses. The below listed land use activities are not an exhaustive list of commercial activities, although are representative of the Class I General Commercial uses allowed by this Code. Class I, General Commercial uses are considered uses by right, with proper planning controls in all areas designated as Commercial or Light Industrial on the Future Land Use Map. The Planning Commission and Board of County Commissioners will receive status reports of all Class I General Commercial applications in the monthly planning report.
(Ord. # 2003-006, 8-19-03)

!. Grocery stores, super markets and specialty food stores and bakeries (<20,000SF)
2. Medical Walk-In clinics.

3. Hotels and motels, (<24 units)
4. Small Shopping centers, (<50,000 sf, no major magnet stores)
5. Service businesses such as blueprinting, printing, catering, tailoring, travel agencies, upholstery shops and laundries/dry cleaners.
6. Miniature golf and golf driving ranges.
7. Retail plant nurseries.
8. Veterinary offices and animal hospitals, without outside kennels.
9. Restaurants, including take-out and sit down restaurants and restaurants with out-door seating.
10. Funeral homes with or without crematories.
11. Farm and garden supplies.
12. Financial institutions with or without drive-up facilities.
13. Motor vehicle sales, utility trailer sales, rental, service and repair, including truck stops, body shops, road services and car wash facilities.
14. Gasoline sales and service and the combination of gasoline sales and food marts and similar functions.
15. Roadside fruit, produce sales and fireworks stands. All fireworks stands must be inspected by the authority having jurisdiction for inspections.
16. Other commercial land use activities as determined to be Class I by the Planning Director, has minimal offsite impacts and would not be considered to be a nuisance to adjacent properties.

(Ord. # 2003-006, 8-19-03) (Ord. # 2006-020, 8-29-06)

Class II Commercial uses.

Class II, General Commercial land use activities include those activities which require outdoor storage, have higher trip generation rates and/or the potential for greater nuisance to adjacent properties than Class I, General Commercial land use activities. Class II General Commercial land use activities are considered Special Exception uses and require review by the Planning Commission and approval by the Board of County Commissioners. (Ord. # 2003-006, 8-19-03)

1. Recreational vehicle parks and travel trailer parks (see Subsection 5900), mobile home parks. This does not include mobile home sales.
2. Truck Stops and fuel facilities with more than 6 fueling stations.
3. Taverns, bars, lounges, night clubs, restaurants with alcoholic beverage sales, and dance halls.
4. Outdoor flea markets, and other similar markets.
5. Veterinary offices and animal hospitals, with outside kennels.
6. Civic and Fraternal organizations.
7. Light industrial uses with no off-site impacts that are primarily oriented towards enclosed manufacturing, redistribution, assembly and warehousing. This includes self storage facilities over 10,000 sf GFA.
8. Theaters and auditoriums.
9. Circuses, fairs and carnivals.
10. Other land use activities as determined to be Class II.
11. Childcare / Daycare facilities
12. Adult Daycare and Adult Congregate Living Facilities (ACLFs) with more than six clients. See Subsection 5105.B. and Subsection 2102, Special Residential Uses.

(Ord. # 2003-006, 8-19-03) (Ord. # 2006-020, 8-29-06)

Gadsden COUNTY
PLANNING AND COMMUNITY DEVELOPMENT

Post Office Box 1799, Quincy, FL 32353-1799
Phone (850) 875-8663 Fax (850) 875-7280
E-mail: planning@gadsdencountyfl.gov Web site: www.gadsdengov.net

FUTURE LAND USE MAP AMENDMENT APPLICATION

Application must be submitted at least 45 days prior to the public hearing to meet legal advertisement requirements for public notice.

__X__ Small Scale Future Land Use Map _____ Large Scale Future Land Use Map

_____ Small scale amendment in Rural Area of Opportunity as set forth in §. 288.0656(7) F.S.

Change From: Agriculture-1 To: Commercial
Existing future land use designation Proposed future land use designation

APPLICANT INFORMATION (If the applicant differs from the owner, a signed affidavit to represent is required authorizing a representative to act on the property owner's behalf)

Owner: Coastal Forest Resources Company Contact Person: Steve Stewart

Address: P.O. Box 1023, Havana, FL 32333-1023

Telephone: _____ Mobile: _____

E-Mail Address: _____

Authorized Representative: Allara Mills-Gutcher, AICP

Address: 2311 Lee Street, Lynn Haven, FL 32444

Telephone: _____ Mobile: 850.319.9180

E-Mail Address: allara@theplanningcollaborative.com

PROPERTY INFORMATION

Property Address: HWY 267, Bainbridge Highway (none assigned)

Tax Parcel ID#: 2-14-3N-4W-0000-00110-0000

Legal Description: see attached survey

(A legal description is needed for adoption of the ordinance. A legal description may be found on the title certificate or warranty deed. Please attach a copy as required with application.)

Total Acreage Proposed for Amendment: +/- 2.5

Current Use of Property: vacant

Describe reason for the Future Land Use Map amendment (include proposed use of the property): The amendment to the Commercial classification will allow a retail store to be constructed on the site.

SUBMITTAL REQUIREMENTS - The following items must accompany the completed Comprehensive Plan Future Land Use Map amendment application at time of submittal:

a. _X_ Fee, $1250.00 for large scale amendment; $500.00 for small scale amendment made out to Gadsden County Board of County Commissioners.
b. _X_ Two (2) copies of the signed and notarized application and submittal documents.
c. _X_ An electronic copy (in .pdf format) of the submittal package.
d. _X_ A vicinity map showing the location of the subject property (8.5" by 11"). Attachment A
e. _X_ A copy of a certificate of title or a copy of the recorded deed, title insurance policy or other instrument demonstrating ownership and bearing a legal description of the property. Attach. B
f. _X_ Authorization to Represent, if applicable. Attachment C
g. _X_ Verification of a Citizen's Bill of Rights Public Meeting, if required. (Copy of mailed notice and newspaper ad, postage receipt, written meeting summary.) Attachment D
h. N/A For small scale (map) amendments as defined under §288.0656(2)(d) F.S. to increase the site area to a maximum of 20 acres within a rural area of opportunity, provide a written confirmation from the Planning Division indicating that the plan amendment furthers the economic objectives set forth in the executive order issued under §. 288.0656(7) F.S.
i. _X_ Two aerial photographs obtained from the Gadsden County Planning Division or County Property Appraisers Office which identifies the subject property and all property within 500 foot radius of the subject property. Provide an 8.5" X 11" copy. Attachments E and F
j. _X_ An 8.5" by 11" signed and sealed survey containing a legal description indicating acreage. The legal description must be submitted in a format that can be copied and pasted into an ordinance (e.g. in Word format or in an e-mail). Attachment G
k. _X_ A scaled drawing of the property showing all boundaries, adjacent properties, adjacent land use designation, existing use of adjacent property, roads, easements, flood zones, size of the parcel in square feet or acres, dimensions in linear feet, wetlands, and other environmental sensitive lands, as applicable. Provide an 11" X 17" copy. Attachment H
l. _X_ Copy of Letter to Division of Historical Resources, Dept. of State to determine whether or not there are any historical resources recorded on the site as listed on the Florida Master Site File (Policy 6.4.8)). Attachment I
m. _X_ Address the requirements of Policy 1.2.13: Any applicant for a Future Land Use Map amendment shall at minimum supply the following information to the County when requesting such Map amendment: Attachment J
   _X_ A. Location and amount (in percentage of total parcel) of on-site jurisdictional wetlands.
   N/A B. Availability and capacities of existing and proposed potable water and sanitary sewer utilities.
   _X_ C. Proposed location of ingress and egress of development.
   _X_ D. Distance and location of nearest same land use category.
   _X_ E. Description of adjacent land use categories.
   N/A F. In addition, for any land use category which supports residential development:
      1) Existing and proposed school capacities (See Policy 10.6.1).
      2) Existing and proposed park space (See Policy 6.3.3).
n. ___ A written analysis of consistency with the relevant policies of the Comprehensive Plan. Specifically, the analysis shall address at minimum, and as applicable, the following

policies. This list is **not** all inclusive and each applicant shall address relevant policies to the request. Attachment J

- Policy 1.2.4
- Policy 1.2.5
- Policy 1.2.9 (Level of service analysis/concurrency)
- Policy 1.2.13
- Policy 1.2.16
- Policy 1.2.19
- Policy 1.4.1
- Policy 1.4.2
- Policy 1.4.5 (Compatibility Analysis)
- Policy 4.5.2
- Policies 5.3.2, 5.33 & 5.3.4
- Policy 5.4.4

I understand that the application must be submitted at least 45 days prior to the public hearing to meet legal advertisement requirements for public notice.

____ I AM THE OWNER

X I AM THE LEGAL REPRESENTATION OF THE OWNER (See attached Authorization to Represent) of the property described by this Comprehensive Plan Future Land Use Map application. I declare that I have read said application and all sketches, data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief. I understand that by signing this document, I am giving the County or agent thereof the authority to duplicate, disseminate, and reproduce any and all items submitted as part of this request, whether copyrighted or not. And that, upon submission said application and documents, as well as all correspondence, become a matter of public record.

Allara Mills Gutcher — February 18, 2020

Signature of Property Owner or Authorized Representative — *Date*

State of Florida County of Bay

Sworn to and subscribed before me this 18 day of February, 2020 by Allara Mills Gutcher who is personally known to me /or has produced _____ as identification and did not take an oath.

Notary Seal

Julie Alford

Notary Signature

Julie Alford

Notary Name Printed

JULIE ALFORD NOTARY My Comm. Expires September 23, 2022 No. GG 261136 PUBLIC STATE OF FLORIDA

OFFICIAL RECORDS 070004988
BK 667 PG 661

Attachment B - Warranty Deed

Record Fee: 188.50
DOC STAMPS .70

FILE # 070004988 RCD:04/19/2007 @ 2:14 PM
Nicholas Thomas, Clerk Circuit Court Gadsden Co

This instrument was prepared by or under the supervision of BRADLEY J. HERRING, Attorney at Law, of the Poyner & Spruill law firm, Post Office Box 353, Rocky Mount, NC 27802-0353.
When recorded, return to:
Gerald C. Thomas, Attorney
Ausley & McMullen, P.A.
227 S. Calhoun Street
Tallahassee, FL 32301-1805

DEED OF DISTRIBUTION

THIS DEED made effective April 12, 2004 by and between **COASTAL LUMBER INTERNATIONAL, INC.**, a North Carolina corporation being dissolved with an address of 1772 Trueblood Road, Weldon, NC 27890 ("Grantor") and **COASTAL FOREST RESOURCES COMPANY**, a Virginia corporation, with an address of 1772 Trueblood Road, Weldon, NC 27890 ("Grantee").

WITNESSETH THAT:

WHEREAS, Grantor filed Articles of Dissolution with the North Carolina Secretary of State on April 2, 2004; and

WHEREAS, at the time of the dissolution of Grantor, Grantee was the sole shareholder of Grantor; and

WHEREAS, pursuant to North Carolina General Statutes §55-14-05(a)(4), in the process of winding up Grantor's business affairs, Grantor desires to distribute and convey the property described herein to Grantee, as the sole shareholder of Grantor, by executing this distributive deed to be recorded in the appropriate public registries and recording offices.

KNOW ALL MEN BY THESE PRESENTS, that, in consideration of the foregoing premises, Grantor, in the state aforesaid, has granted, bargained, sold, conveyed and released, and by these presents does grant, bargain, sell, convey and release unto Grantee all the rights, title and interest held by Grantor, in any and all real and personal property situated in the State of Florida, including, without limitation, the property described as follows:

SEE DESCRIPTIONS ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to said premises belonging, or in anywise incident or appertaining.

SUBJECT TO and excepting those matters of public record and ad valorem taxes for the current year.

OFFICIAL RECORDS 070004988
BK 667 PG 662

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto Grantee, its successors and assigns, forever.

WITNESS the execution hereof by the Grantor herein this 12 day of April, 2007, to be effective as of April 2, 2004.

WITNESSES:

Print Name: Bradley A. Warrick

Print Name: H. William Campbell

COASTAL LUMBER INTERNATIONAL, INC.

By: _____
Victor C. Barringer, II, Chairman and Chief Executive Officer

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF HALIFAX

The forgoing instrument was acknowledged before me this 12 day of April, 2007, by Victor C. Barringer, II, Chairman and Chief Executive Officer of COASTAL LUMBER INTERNATIONAL, INC., a North Carolina corporation, on behalf of the corporation. He is [✓] personally known to me or [ ] produced _____ as identification.

Patricia L. Harrell
Print Name
Notary Public, State and County aforesaid
Commission No.: 19961580046
Commission Expires: 7/9/2011

OFFICIAL RECORDS 070004988
BK 667 PG 682

Contact Planning to review entire 20 page legal description.

Thomas P. Skipper
Professional Surveyor and Mapper
16 East Washington Street
Quincy, Florida 32351
(850) 627-9754

April 24, 2000

Legal Description for Old Philadelphia Church
6.90 acres
Lands from St. Joe Paper Company

A parcel or tract of land lying in the West one-half of Section 19, Township-3-North, Range-3-West, Gadsden County, Florida, as being more particularly described as follows:

Commence at a found 2 inch iron pipe known as marking the Southeast Corner of the Southwest one-quarter of the Northwest one-quarter of said Section 19, and run;

Thence North 00 degrees 16 minutes 14 seconds West 295.40 feet to a ¾ inch found iron pipe for the POINT OF BEGINNING.

From said POINT OF BEGINNIG thence South 89 degrees 34 minutes 06 seconds West 628.38 feet to a 5/8 inch re-bar with cap (PSM #3031);

Thence North 39 degrees 16 minutes 26 seconds East 130.52 feet to a concrete monument (PSM #3031);

Thence North 70 degrees 00 minutes 05 seconds East 242.92 feet to a concrete monument (PSM #3031);

Thence North 45 degrees 13 minutes 25 seconds East 215.07 feet to a concrete monument (PSM #3031);

Thence South 79 degrees 12 minutes 45 seconds East 217.12 feet to a concrete monument (PSM #3031);

Thence South 82 degrees 50 minutes 15 seconds East 200.22 feet to a concrete monument (PSM #3031) on a fence line;

Thence South 02 degrees 04 minutes 30 seconds West along said fence line a distance of 291.45 feet to a concrete monument (PSM #3031) at a fence corner;

Thence continue along said fence line South 86 degrees 59 minutes 25 seconds East 324.24 feet to a concrete monument (PSM #3031);

Thence South 25 degrees 09 minutes 10 seconds West 595.81 feet to a 5/8 inch re-bar with cap (PSM #3031);

Thence North 00 degrees 30 minutes 30 seconds East 291.29 feet to a ¾ inch found iron pipe;

Thence South 89 degrees 33 minutes 40 seconds West 28.42 feet;

Thence North 00 degrees 16 minutes 14 seconds West 70.38 feet;

Thence North 89 degrees 43 minutes 46 seconds East 15.00 feet;

Thence North 53 degrees 01 minutes 14 seconds West 370.40 feet to the POINT OF BEGINNING.

Containing 6.90 acres, more or less.

THOMAS P. SKIPPER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER LS 3031

Gadsden COUNTY
PLANNING AND
COMMUNITY DEVELOPMENT

AUTHORIZATION TO REPRESENT

If the applicant is not the property owner an 'Authorization to Represent' is required.

This letter serves as notice that on this date: January, 2020

I/We, Steve Stewart of Coastal Forest Resource Company
(Print name of property owner(s) and/or entity & authorized representative)

Hereby give authorization to,

Teramore Development LLC
(Print name of authorized representative or entity. Print the name of all individuals representing the entity)

850-544-7007 — *Telephone number*

lstrickland@teramore.net — *E-mail Address*

To apply for an Future Land use map amendment application(s) and all necessary permits as part of the Gadsden County, Florida review process from the Gadsden County Building & Planning & Department for the property described below:

2-14-3N-4W-0000-00110-0000 (A PORTION OF)
(Parcel identification number)

(E911 address)

(Signature of property owner or entity & representative)

Steven O. Stewart
(Print name of property owner and/or entity)

State of Florida
County of Gadsden

The foregoing instrument was acknowledged before me this 27th day of January, 2020 by Steven O Stewart who is personally known to me/or has produced Drivers Lic as identification and did not take an oath.

Notary Signature

Francia L. Mejia Farmer
Notary Name Printed

Notary Seal

NOTARY PUBLIC STATE OF FLORIDA
FRANCIA L. MEJIA-FARMER
Commission # GG 209807
Expires August 20, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Attachment c - Authorization to Represent

Gadsden COUNTY
PLANNING AND
COMMUNITY DEVELOPMENT

AUTHORIZATION TO REPRESENT

If the applicant is not the property owner an 'Authorization to Represent' is required.

This letter serves as notice that on this date: JANUARY 27TH, 2020

I/We, STEVE STEWART OF COASTAL FOREST RESOURCES COMPANY
(Print name of property owner(s) and/or entity & authorized representative)

Hereby give authorization to,

ALLARA MILLS GUTCHER, PRINCIPAL OF THE PLANNING COLLABORATIVE
(Print name of authorized representative or entity. Print the name of all individuals representing the entity)

850.319.9180
Telephone number

ALLARA@THEPLANNINGCOLLABORATIVE.COM
E-mail Address

To apply for an FUTURE LAND USE MAP AMENDMENT application(s) and all necessary permits as part of the Gadsden County, Florida review process from the Gadsden County Building & Planning & Department for the property described below:

2-14-3N-4W-0000-00110-0000 (A PORTION OF)
(Parcel identification number)

(E911 address)

Steven O. Stewart
(Signature of property owner or entity & representative)

Steven O. Stewart
(Print name of property owner and/or entity)

State of Florida
County of Gadsden

The foregoing instrument was acknowledged before me this 28th day of January 2020 by Steven O. Stewart who is personally known to me/or has produced Driver Lic. as identification and did not take an oath.

Notary Signature

Francia Mejia Farmer
Notary Name Printed

Notary Seal

FRANCIA L. MEJIA-FARMER
Commission # GG 209807
Expires August 20, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Coastal Forest Resources Company
As of 4/25/2018

	Board of Directors	Executive Officers	General Officers
	Randy Light — Chairman Merrill Light Robert Conger Steve Wannall Travis Bryant — President & CEO	Travis Bryant — President & CEO Tom Evans — Executive VP, COO & Secretary	Ryan Daniels — VP Manufacturing Steve Stewart — VP Timberlands Dillon Forbes — VP Sales & Treasurer
Appointments	Appoints officers & advisory board		
Distributions	Approves all distributions		
Stock Transactions	Approves all stock transactions		
Budgets / Budgeted CapEx	Review of all approved operating budgets and CapEx plans	Approves all operating budgets Approves all budgeted capital expenditures (maint, CapEx generally)	Prepares budgets
Compensation	Approves officers' salaries & incentives Approves Incentive Plan(s)	Approves all salaries excluding officers Approves all budgeted compensation increases Approves all incentive plan "pool" computations	Recommends salaries for personnel Apportions salary increases to employees Recommends incentive play payouts
Land Transactions			
Sales of Land	Approve all transactions in excess of $250k or greater than 100 acres	Approval up to $250k or 100 acres Executes deeds for approved transactions	
Purchases of Land	Approve all transactions in excess of $500k	Approval up to $500k	Execute closing docs for approved transactions
Mineral Leases	Approval with lease terms > 10 years & total anticipated income > $500k	Approval with lease terms < 10 years & total anticipated income < $500k	
General Lease agreements	Approval with lease terms > 7 years & amounts > $250k	Approval with lease terms < 7 years & amounts up to $250k	Approval with lease terms < 3 years & amounts up to $50k
Sales of Right Aways	Land impairments > 500 acres	Land impairments up to 500 acres	Land impairments up to 100 acres
Hunt Leases		Approve all leases > 3 years in length	Approve all leases < 3 years in length
Timber Acquisitions		Approval > 2 years & > $1MM for all timber commitments	Approval $500k to $1MM & < 2 years for all timber commitments

	Board of Directors	Executive Officers	General Officers
Asset Dispositions	Approves all transactions greater than $500k	Approves all dispositions up to $500k	Approves all dispositions up to $50k Execute approved transactions
Spending Limits / CapEx	Approves all unbudgeted capital expenditures in excess of $1MM Approve all investments in non-core businesses	Approves unbudgeted capital spending up to $1MM	Approves unbudgeted capital spending up to $100k
Borrowing	Approval all new credit facilities in excess of $1MM	Execute approved loans Execute borrowings on existing credit facilities Approval and execute new loans up to $1MM Repay debt as appropriate	
Litigation	Approves any settlement offers above $100k in the event of litigation	Approves any settlement offers up to $100k in the event of litigation	
Insurance	Annual review of Risk Management Processes and Policies		

Post Office Box 1679
Quincy, Florida
32353-1679
Quincy: (850) 627-7651

TALQUIN
ELECTRIC COOPERATIVE, INC.
WATER & WASTEWATER, INC.

1640 West Jefferson Street
Quincy, Florida
32351-5679
Tallahassee: (850) 878-4414

Sent Via Email

October 18, 2019

RE: Parcel 2-14-3N-4W-0000-00110-0000

Dear Allara:

Talquin has the capacity to serve parcel 2-14-3N-4W-0000-00110- with Electric and Water. We have a 6" main on the same side of the road as the proposed development. Based on the information provided below, it is assumed the development will not require a meter larger than 1". As to electric, We have an existing 3-ph aerial (OH) line that currently parallels & traverses the subject parcel. We should be able to adequately serve any commercial retail store having 9,000 sf at this location

Sincerely,

RaSarah B. Johnson

RaSarah Browder Johnson
Development Coordinator

Attachment H - Site and Surrounding Future Land Use

PROPOSED SUBDIVISION	CITY, STATE – STREET GRETNA, GADSDEN COUNTY, FL – BAINBRIDGE HWY		PARCEL ID: 2-14-3N-4W-0000-00110-0000
DEVELOPER	DESIGNER	DATE	Notes: There are no wetlands on site. This parcel lies within Flood Zone X, outside of the 500-year floodplain.
		8/21/19	

LEGEND

- EXISTING ASPHALT
- PROPOSED HD ASPHALT
- PROPOSED CONCRETE
- PROPOSED LD ASPHALT
- PROPOSED LANDSCAPING

GENERAL NOTES:

1. PRELIMINARY BOUNDARY IS BASED ON INFORMATION FROM PROPERTY APPRAISER AND SHALL BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THIS PLAN SHALL NOT BE INTENDED TO CERTIFY THE ACCURACY OF EXISTING SURFACE OR SUBSURFACE CONDITIONS. ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SHOULD BE VERIFIED BY ACTUAL SURVEY.

2. PROPOSED ACCESS LOCATIONS SHALL BE APPROVED BY REGULATORY AGENCIES HAVING JURISDICTION.

N
W E
S

SCALE: 1" = 150'
(ON 8.5" X 11")

Attachment A – Vicinity Map

Approximate Area of Subject Parcel

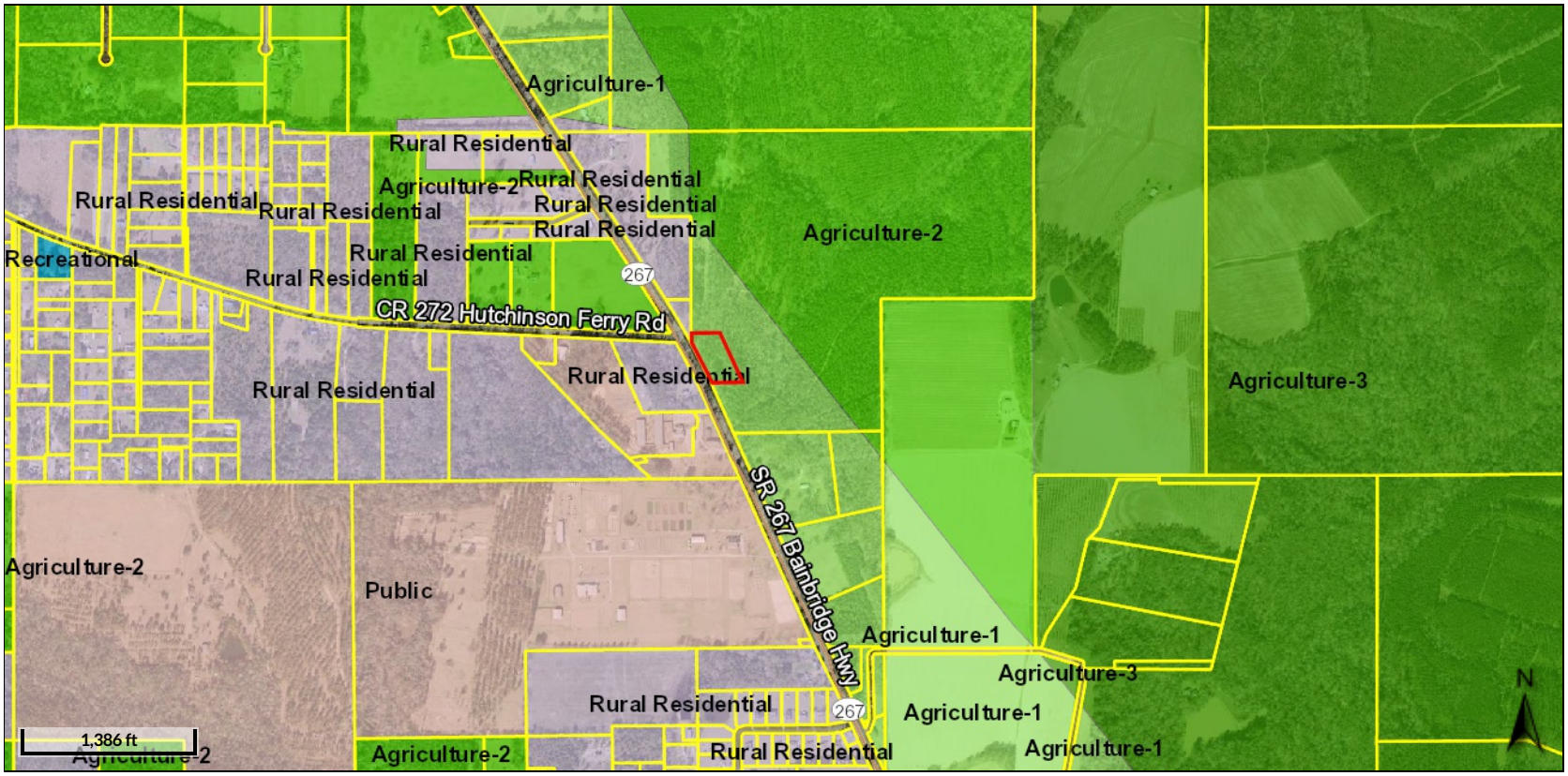
Please refer to survey and legal description for accurate boundary

Parcel Lines

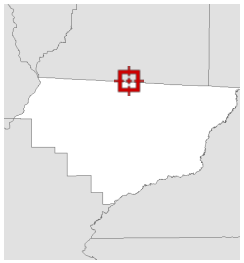
Wetlands Boundary (Source: Gadsden County Property Appraiser Web Page)

qPublic.net™ Gadsden County, FL

Exhibit 2 - Future Land Use Map



Overview



Legend

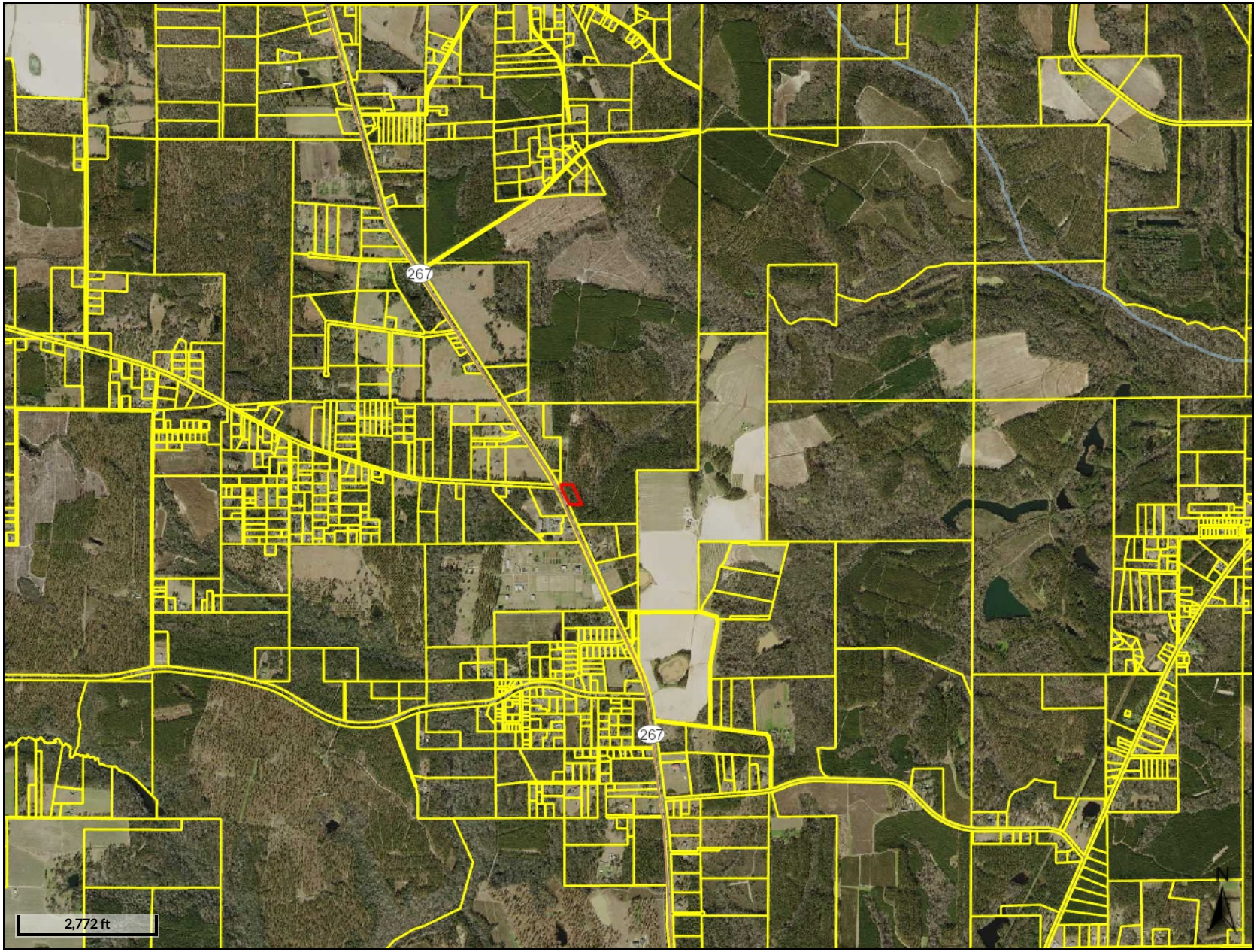
- Parcels
- Roads (Local)
- Roads (Major)

Future Land Use

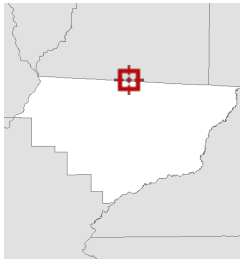
- Agric
- Agriculture-1
- Agriculture-2
- Agriculture-3
- Commercial
- Conservation
- Heavy Industrial
- Historical
- Lake
- Light Industrial
- Mining
- Municipal
- Public/Institutiona
- Recreational
- Rural Residential
- Silviculture
- Urban Service Area
- Streams and River (Large)

Date created: 3/2/2020

Attachment E - Aerial Photograph with Subject Property



Overview

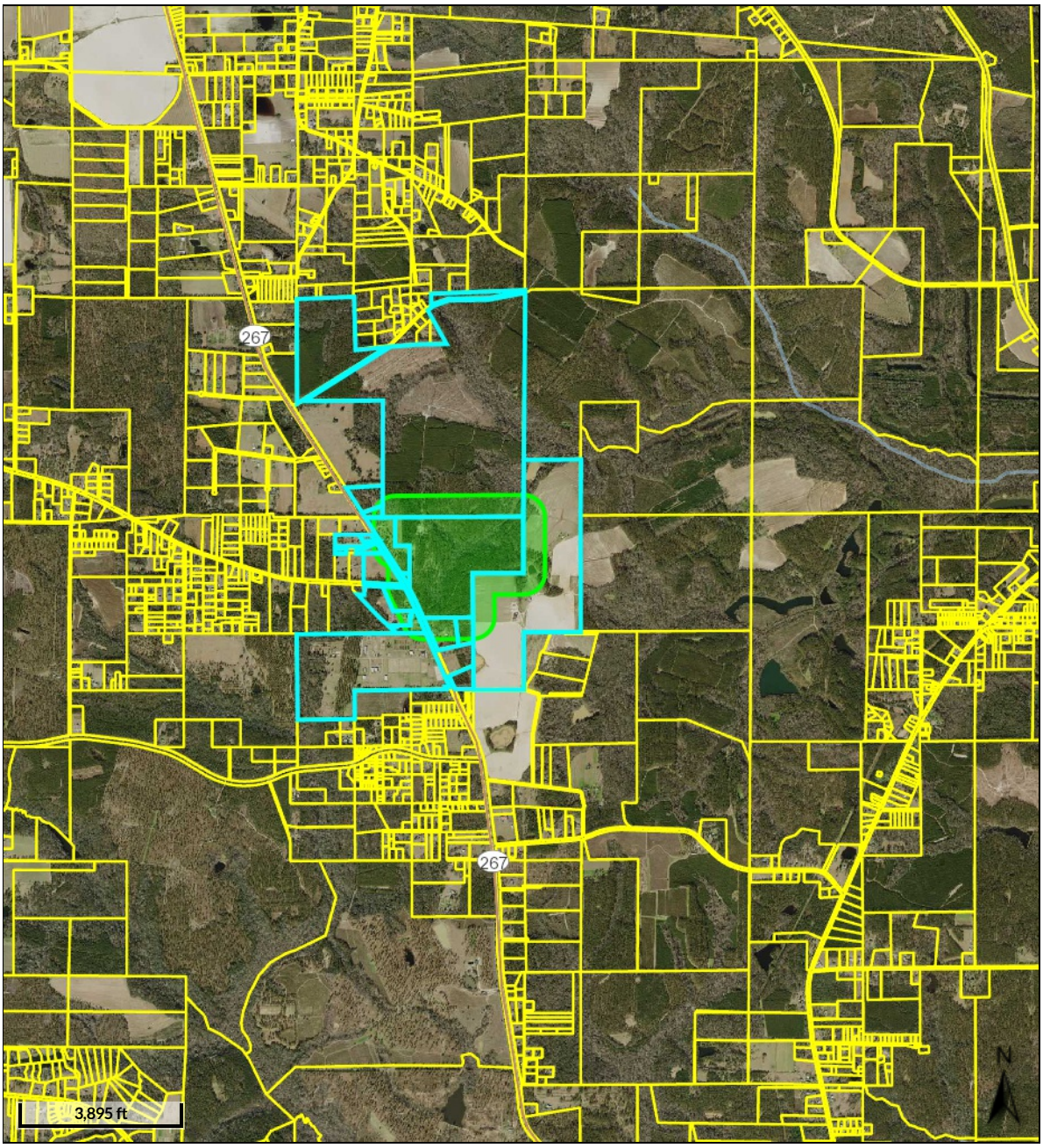


Legend

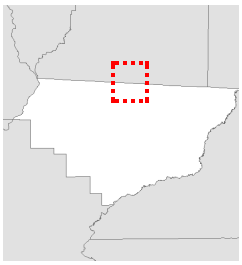
- Parcels
- Roads (Local)
- Roads (Major)
- Streams and River (Large)
- Approximate Area of Subject Parcel

Attachment F - Property Within 500' of Subject (Parent) Parcel

qPublic.net™ Gadsden County, FL



Overview



Legend

- Parcels
- Roads (Local)
- Roads (Major)
- Streams and River (Large)
- Parcels within 500' Radius
- 500' Radius

Date created: 2/29/2020
Last Data Uploaded: 2/28/2020 4:05:37 AM

Developed by Schneider GEOSPATIAL

STOP This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

February 17, 2020

Florida Master Site File

Allara Mills-Gutcher
The Planning Collaborative
2311 Lee Street
Lynn Haven, FL 32444
Phone: 850.319.9180
Email: allara@theplanningcollaborative.com

In response to your inquiry of February 14, 2020, the Florida Master Site File finds eight historic structures and one historic cemetery at the designated areas of Gadsden County, Florida:

Township 03 North, Range 04 West, Section 14.

When interpreting the results of our search, please consider the following information:

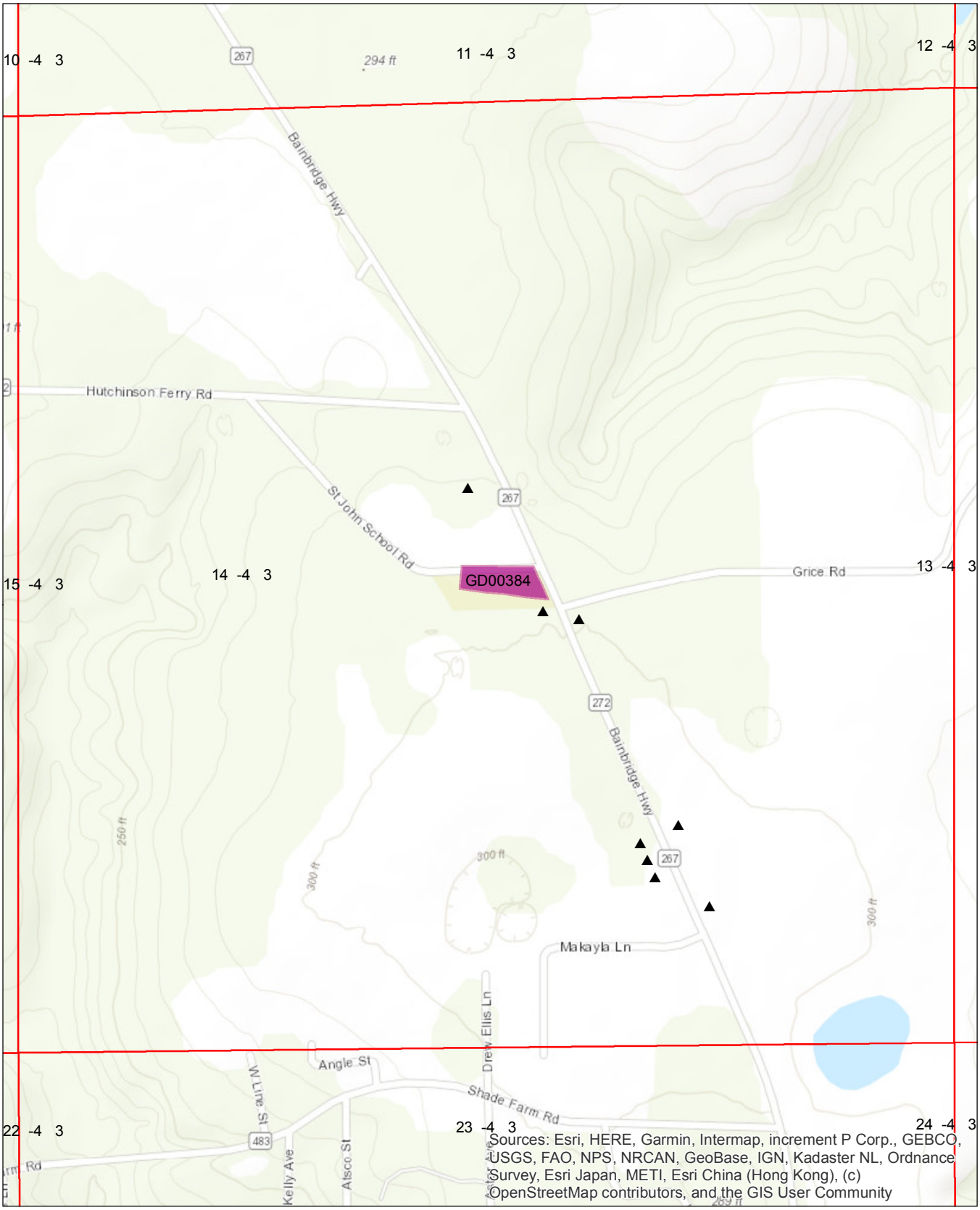
- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Joseph A. Bomberger
Archaeological Data Analyst
Florida Master Site File
Joseph.Bomberger@DOS.MyFlorida.com

Bainbridge HWY, 02/17/2020
Historical Resource Review



Legend

- TRS
- Historic Structures
- Historic Cemeteries

0 115 230 460 690 920 Meters

N

1:11,000

Exhibit 3 - 2018 AADT Two-Way Counts

FLORIDA DEPARTMENT OF TRANSPORTATION
2018 ANNUAL AVERAGE DAILY TRAFFIC REPORT - REPORT TYPE: ALL

COUNTY: 50 GADSDEN

SITE	SITE TYPE	DESCRIPTION	DIRECTION 1		DIRECTION 2		AADT TWO-WAY	"K" FCTR	"D" FCTR	"T" FCTR
0002		CR 274 (ATLANTA ST) - 150' S OF CR 274 (M L K BL	N	0	S	0	2700 C	9.0	58.0F	5.3F
0004		CR 153 - 250' N OF OCHLOCKONEE RIVER BRIDGE	N	0	S	0	5500 C	9.5	58.0F	5.3F
0010		CR 270 - 0.25 MILE W OF WEST ST, GREENSBORO	E	550	W	550	1100 C	9.5	58.0F	6.4A
0011		SR 267 - 0.25 MILE N OF CR 272	N	2100	S	2100	4200 C	9.5	58.0F	6.9A
0012		CR 65 (ATTAPULGUS HWY) - 300' N OF CR 270	N	950	S	950	1900 C	9.5	58.0F	9.1A
0018		SR 12 - 0.25 MILE W OF SR 10 (US 90)	E	2800	W	2800	5600 C	9.5	58.0F	6.9A
0027		SR 267 - 125' S OF CR 65B	N	0	S	0	4200 C	9.5	58.0F	6.9F
0028		CR 65 - 200' S OF FL/GA STATE LINE	N	0	S	0	750 C	9.5	58.0F	5.3F
0029		CR 161 (POINT MILLIGAN RD) - 625' N OF SR 12	N	0	S	0	2400 C	9.5	58.0F	5.3F
0038		SR 10 (US90) - 1000' W OF OCHLOCKNEE RIVER BRIDG	E	8900E	W	9200E	18100 S	9.0	58.0F	9.2P
0045		SR 63/US 27 - @ FL/GA STATE LINE, GADSDEN COUNTY	N	3300	S	3100	6400 C	9.5	58.0F	20.4A
0054	T	SR-63/US-27,0.7 MI S OF GA. STATE LINE,GADSDEN C	N	3261	S	3250	6511 C	9.5	61.1A	16.4A
0069		SR 10 (US 90) - 875' S OF CR 268, GRETNA	E	0	W	0	5600 C	9.5	58.0F	9.2F
0072		SR10(US90) - 75' N OF NORTH AVE, GRETNA	E	0	W	0	3800 C	9.5	58.0F	9.2F
0073		SR 12 - 0.25 MILE N OF COLEMAN AVE, GREENSBORO	E	2000	W	2000	4000 C	9.5	58.0F	10.6A
0076		SR 12 - 525' S OF CR 270	E	0	W	0	4600 C	9.5	58.0F	9.8F

SITE TYPE : BLANK= PORTABLE; T= TELEMETERED
"K" FACTOR : DEPARTMENT ADOPTED STANDARD K FACTOR BEGINING WITH COUNT YEAR 2011
AADT FLAGS : C= COMPUTED; E= MANUAL EST; F= FIRST YEAR EST; S= SECOND YEAR EST; T= THIRD YEAR EST; R= FOURTH YEAR EST; V= FIFTH YEAR EST; 6= SIXTH YEAR EST; X= UNKNOWN
"D/T" FLAGS : A= ACTUAL; F= FACTOR CATG; D= DIST FUNCL; P= PRIOR YEAR; S= STATEWIDE DEFAULT; W= ONE-WAY ROAD; X= CROSS REF

Exhibit 4

INSTITUTE OF TRANSPORTATION ENGINEERS
COMMON TRIP GENERATION RATES (PM Peak Hour)

(Trip Generation Manual, 10th Edition)

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location: General Urban/ Suburban	Setting/Location: Dense Multi-Use Urban
PORT AND TERMINAL					
30	Intermodal Truck Terminal	1,000 SF GFA	1.72		
90	Park-and-Ride Lot with Bus Service	Parking Spaces	0.43		
INDUSTRIAL					
110	General Light Industrial	1,000 SF GFA	0.63		
130	Industrial Park	1,000 SF GFA	0.40		
140	Manufacturing	1,000 SF GFA	0.67		
150	Warehousing	1,000 SF GFA	0.19		
151	Mini-Warehouse	1,000 SF GFA	0.17		
154	High-Cube Transload & Short-Term Storage Warehouse	1,000 SF GFA	0.10		
155	High-Cube Fulfillment Center Warehouse	1,000 SF GFA	1.37		
156	High-Cube Parcel Hub Warehouse	1,000 SF GFA	0.64		
157	High-Cube Cold Storage Warehouse	1,000 SF GFA	0.12		
160	Data Center	1,000 SF GFA	0.09		
170	Utilities	1,000 SF GFA	2.27		
180	Specialty Trade Contractor	1,000 SF GFA	1.97		
RESIDENTIAL					
210	Single-Family Detached Housing	Dwelling Units	0.99		
220	Multifamily Housing (Low-Rise)	Dwelling Units	0.56		
221	Multifamily Housing (Mid-Rise)	Dwelling Units	➔	0.44	0.18
222	Multifamily Housing (High-Rise)	Dwelling Units	➔	0.36	0.19
231	Mid-Rise Residential with 1st-Floor Commercial	Dwelling Units	0.36		
232	High-Rise Residential with 1st-Floor Commercial	Dwelling Units	0.21		
240	Mobile Home Park	Dwelling Units	0.46		
251	Senior Adult Housing - Detached	Dwelling Units	0.30		
252	Senior Adult Housing - Attached	Dwelling Units	0.26		
253	Congregate Care Facility	Dwelling Units	0.18		
254	Assisted Living	1,000 SF GFA	0.48		
255	Continuing Care Retirement Community	Units	0.16		
260	Recreation Homes	Dwelling Units	0.28		
265	Timeshare	Dwelling Units	0.63		
270	Residential Planned Unit Development	Dwelling Units	0.69		
LODGING					
310	Hotel	Rooms	0.60		
311	All Suites Hotel	Rooms	➔	0.36	0.17
312	Business Hotel	Rooms	0.32		
320	Motel	Rooms	0.38		
330	Resort Hotel	Rooms	0.41		
RECREATIONAL					
411	Public Park	Acres	0.11		
416	Campground / Recreation Vehicle Park	Acres	0.98		
420	Marina	Berths	0.21		
430	Golf Course	Acres	0.28		
431	Miniature Golf Course	Holes	0.33		
432	Golf Driving Range	Tees/Driving Positions	1.25		
433	Batting Cages	Cages	2.22		
434	Rock Climbing Gym	1,000 SF GFA	1.64		
435	Multi-Purpose Recreational Facility	1,000 SF GFA	3.58		
436	Trampoline Park	1,000 SF GFA	1.50		
437	Bowling Alley	1,000 SF GFA	1.16		
440	Adult Cabaret	1,000 SF GFA	2.93		
444	Movie Theater	1,000 SF GFA	6.17		
445	Multiplex Movie Theater	1,000 SF GFA	4.91		
452	Horse Racetrack	Seats	0.06		
454	Dog Racetrack	Attendees	0.15		
460	Arena	1,000 SF GFA	0.47		
462	Professional Baseball Stadium	Attendees	0.15		
465	Ice Skating Rink	1,000 SF GFA	1.33		
466	Snow Ski Area	Slopes	26.00		
473	Casino/Video Lottery Establishment	1,000 SF GFA	13.49		
480	Amusement Park	Acres	3.95		
482	Water Slide Park	Parking Spaces	0.28		
488	Soccer Complex	Fields	16.43		
490	Tennis Courts	Courts	4.21		
491	Racquet/Tennis Club	Courts	3.82		
492	Health/Fitness Club	1,000 SF GFA	3.45		
493	Athletic Club	1,000 SF GFA	6.29		
495	Recreational Community Center	1,000 SF GFA	2.31		
INSTITUTIONAL					
520	Elementary School	1,000 SF GFA	1.37		
522	Middle School / Junior High School	1,000 SF GFA	1.19		
530	High School	1,000 SF GFA	0.97		
534	Private School (K-8)	Students	0.26		
536	Private School (K-12)	Students	0.17		
537	Charter Elemantary School	Students	0.14		
538	School District Office	1,000 SF GFA	2.04		
540	Junior / Community College	1,000 SF GFA	1.86		
550	University/College	1,000 SF GFA	1.17		
560	Church	1,000 SF GFA	0.49		
561	Synagogue	1,000 SF GFA	2.92		
562	Mosque	1,000 SF GFA	4.22		
565	Daycare Center	1,000 SF GFA	11.12		
566	Cemetery	Acres	0.46		
571	Prison	1,000 SF GFA	2.91		
575	Fire and Rescue Station	1,000 SF GFA	0.48		
580	Museum	1,000 SF GFA	0.18		
590	Library	1,000 SF GFA	8.16		

INSTITUTE OF TRANSPORTATION ENGINEERS
COMMON TRIP GENERATION RATES (PM Peak Hour)

(Trip Generation Manual, 10th Edition)

Code	Description	Unit of Measure	Trips Per Unit	Setting/Location: General Urban/ Suburban	Setting/Location: Dense Multi-Use Urban
MEDICAL					
610	Hospital	1,000 SF GFA	0.97		
620	Nursing Home	1,000 SF GFA	0.59		
630	Clinic	1,000 SF GFA	➔	3.28	5.18
640	Animal Hospital / Veterinary Clinic	1,000 SF GFA	3.53		
650	Free-Standing Emergency Room	1,000 SF GFA	1.52		
OFFICE					
710	General Office Building	1,000 SF GFA	➔	1.15	0.87
712	Small Office Building	1,000 SF GFA	2.45		
714	Corporate Headquarters Building	1,000 SF GFA	0.60		
715	Single Tenant Office Building	1,000 SF GFA	1.74*		
720	Medical-Dental Office Building	1,000 SF GFA	3.46		
730	Government Office Building	1,000 SF GFA	1.71		
731	State Motor Vehicles Department	1,000 SF GFA	5.20		
732	United States Post Office	1,000 SF GFA	11.21		
733	Government Office Complex	1,000 SF GFA	2.82		
750	Office Park	1,000 SF GFA	1.07		
760	Research and Development Center	1,000 SF GFA	0.49		
770	Business Park	1,000 SF GFA	0.42		
RETAIL					
810	Tractor Supply Store	1,000 SF GFA	1.40		
811	Construction Equipment Rental Store	1,000 SF GFA	0.99		
812	Building Materials and Lumber Store	1,000 SF GFA	2.06		
813	Free-Standing Discount Superstore	1,000 SF GFA	4.33		
814	Variety Store	1,000 SF GFA	6.84		
815	Free Standing Discount Store	1,000 SF GFA	4.83		
816	Hardware / Paint Store	1,000 SF GFA	2.68		
817	Nursery (Garden Center)	1,000 SF GFA	6.94		
818	Nursery (Wholesale)	1,000 SF GFA	5.18		
820	Shopping Center	1,000 SF GFA	3.81	3.81	4.92
823	Factory Outlet Center	1,000 SF GFA	2.29		
840	Automobile Sales (New)	1,000 SF GFA	2.43		
841	Automobile Sales (Used)	1,000 SF GFA	3.75		
842	Recreational Vehicle Sales	1,000 SF GFA	0.77		
843	Automobile Parts Sales	1,000 SF GFA	4.91		
848	Tire Store	1,000 SF GFA	3.98		
849	Tire Superstore	1,000 SF GFA	2.11		
850	Supermarket	1,000 SF GFA	9.24		
851	Convenience Market (Open 24 Hours)	1,000 SF GFA	49.11		
853	Convenience Market with Gasoline Pumps	1,000 SF GFA	49.29		
854	Discount Supermarket	1,000 SF GFA	8.38		
857	Discount Club	1,000 SF GFA	4.18		
860	Wholesale Market	1,000 SF GFA	1.76		
861	Sporting Goods Superstore	1,000 SF GFA	➔	2.02	1.65
862	Home Improvement Superstore	1,000 SF GFA	➔	2.33	3.35
863	Electronics Superstore	1,000 SF GFA	4.26		
864	Toy/Children's Superstore	1,000 SF GFA	5.00		
865	Baby Superstore	1,000 SF GFA	1.82		
866	Pet Supply Superstore	1,000 SF GFA	3.55		
867	Office Supply Superstore	1,000 SF GFA	2.77		
868	Book Superstore	1,000 SF GFA	15.83		
869	Discount Home Furnishing Superstore	1,000 SF GFA	1.57		
872	Bed and Linen Superstore	1,000 SF GFA	2.22		
875	Department Store	1,000 SF GFA	1.95		
876	Apparel Store	1,000 SF GFA	➔	4.12	1.12
879	Arts and Craft Store	1,000 SF GFA	6.21		
880	Pharmacy / Drugstore without Drive-Through Window	1,000 SF GFA	8.51		
881	Pharmacy / Drugstore with Drive-Through Window	1,000 SF GFA	10.29		
882	Marijuana Dispensary	1,000 SF GFA	21.83		
890	Furniture Store	1,000 SF GFA	0.52		
897	Medical Equipment Store	1,000 SF GFA	1.24		
899	Liquor Store	1,000 SF GFA	16.37		
SERVICES					
911	Walk-In Bank	1,000 SF GFA	12.13		
912	Drive-In Bank	1,000 SF GFA	20.45		
918	Hair Salon	1,000 SF GFA	1.45		
920	Copy, Print, and Express Ship Store	1,000 SF GFA	7.42		
925	Drinking Place	1,000 SF GFA	11.36		
926	Food Cart Pod	Food Carts	3.08		
930	Fast Casual Restaurant	1,000 SF GFA	14.13		
931	Quality Restaurant	1,000 SF GFA	7.80		
932	High-Turnover (Sit-Down) Restaurant	1,000 SF GFA	➔	9.77	9.80
933	Fast Food Restaurant without Drive-Through Window	1,000 SF GFA	28.34		
934	Fast Food Restaurant with Drive-Through Window	1,000 SF GFA	➔	32.67	78.74
935	Fast Food Restaurant with Drive-Through Window and No Indoor Seating	1,000 SF GFA	42.65		
936	Coffee/Donut Shop without Drive-Through Window	1,000 SF GFA	36.31		
937	Coffee/Donut Shop with Drive-Through Window	1,000 SF GFA	➔	43.38	83.19
938	Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	1,000 SF GFA	83.33		
939	Bread / Donut / Bagel Shop without Drive-Through Window	1,000 SF GFA	28.00		
940	Bread / Donut / Bagel Shop with Drive-Through Window	1,000 SF GFA	19.02		
941	Quick Lubrication Vehicle Shop	1,000 SF GFA	8.70		
942	Automobile Care Center	1,000 SF GFA	3.11		
943	Automobile Parts and Service Center	1,000 SF GFA	2.26		
944	Gasoline / Service Station	1,000 SF GFA	109.27		
945	Gasoline / Service Station with Convenience Market	1,000 SF GFA	88.35		
947	Self Service Car Wash	Wash Stalls	5.54		
948	Automated Car Wash	1,000 SF GFA	14.20		
949	Car Wash and Detail Center	Wash Stalls	13.60		
950	Truck Stop	1,000 SF GFA	22.73		
960	Super Convenience Market/Gas Station	1,000 SF GFA	69.28		
970	Winery	1,000 SF GFA	7.31		

Note: All land uses in the 800 and 900 series are entitiled to a "pass-by" trip reduction of 60% if less than 50,000 ft^2 or a reduction of 40% if equal to or greater than 50,000ft^2.

***From 9th edition, no PM peak hour in 10th**

An area designated as **General Urban/Suburban** in the *Trip Generation Manual* is an area associated with almost homogeneous vehicle-centered access. Nearly all person trips that enter or exit a development site are by personal passenger or commercial vehicle.

The area can be fully developed (or nearly so) at low-medium density with a mix of residential and commercial uses. The commercial land uses are typically concentrated at intersections o spread along commercial corridors, often surrounded by low-density, almost entirely residential development. Most commercial buildings are located behind or surrounded by parking.

The mixing of land uses is only in terms of their proximity, not in terms of function. A retail land use may focus on serving a regional clientele or a services land use may target motorists or pass-by vehicle trips for its customers. Even if the land uses are complementary, a lack of pedestrian, bicycling, and transit facilities or services limit non-vehicle travel.

An area designated as **Dense Multi-Use Urban** in the *Trip Generation Manual* is a fully developed area (or nearly so), with diverse and complementary land uses, good pedestrian connectivity, and convenient and frequent transit. This area type can be a well-developed urban area outside a major metropolitan downtown or a moderate size urban area downtown.

The land use mix typically includes office, retail, residential, and often entertainment, hotel, and other commercial uses. The residential uses are typically multifamily or single-family on lots no larger than one-fourth acre. The commercial uses often have little or no setback from the sidewalk. Because the motor vehicle still represents the primary mode of travel to and from the area, there typically is on-street parking an often public off-street parking.

The complementary land uses provide the opportunity for short trips within the Dense Multi-Use Urban area, made conveniently by walking, biking, or transit. The area is served by significant transit (either rail or bus) that enables a high level of transit usage to and from area development.

Attachment J – Consistency with the Gadsden County Comprehensive Plan

The following responses are provided in support of the amendment of a 2.5 acre site on the east side of HWY 267 (Bainbridge Highway) near the intersection of Hutchinson Ferry Road. The request is to amend the parcel from the Agriculture-1 Future Land Use (FLU) category to the Commercial category. The policies following are included as part of the application requirements. Other pertinent policies are also included.

Policy 1.2.4: If the proposed development is located within one half mile of existing potable water or sanitary sewer infrastructure, the developer shall connect to the existing service provider for potable water or sanitary sewer services.

There is potable water available to the site (Exhibit 1). The sanitary sewer system will be an on-site septic system. There are no sanitary sewer lines within one-half mile of the site.

Policy 1.2.5: If the proposed development is located within one half mile of existing potable water or sanitary sewer infrastructure, and current capacity does not exist to provide for the projected demands of the development, dry lines shall be installed and provided to serve the projected capacities of the development when the service provider obtains the capacity to serve the development.

Current capacity does exists to serve the project with potable water. A letter from Talquin Electric is supplied with this application package as Exhibit 1.

There are no sanitary sewer system lines within one-half mile of the site.

Policy 1.2.9: Developments shall only be approved by the County when the adopted levels of service standards meet or exceed the capacities adopted within this Plan. These standards shall include those for potable water, sanitary sewer, solid waste and recreational facilities and services.

All adopted level of service standards shall be met including potable water (Talquin Electric), sanitary sewer (on-site septic system), and solid waste. The recreational facilities and services does not apply to non-residential development.

Policy 1.2.13: Any applicant for a Future Land Use Map amendment shall at minimum supply the following information to the County when requesting such Map amendment:

A. Location and amount (in percentage of total parcel) of on-site jurisdictional wetlands.

According to the National Wetlands Inventory and the Gadsden County Property Appraiser mapping system, there are no wetlands occurring onsite.[1]

B. Availability and capacities of existing and proposed potable water and sanitary sewer utilities.

An on-site septic system will be used to serve the sanitary sewer needs of the development. Permits will be obtained from the appropriate agencies.

Talquin Electric is the potable water provider for this site. There is adequate capacity to serve the development (Exhibit 1).

C. Proposed location of ingress and egress of development.

The ingress and egress to the site will be from HWY 267, Bainbridge Highway.

D. Distance and location of nearest same land use category.

The distance of the nearest property with the same land use category (proposed) Commercial, is approximately five (5) miles south on HWY 90 west of the city limits of Quincy.

E. Description of adjacent land use categories.

The following table describes the land uses assigned to parcels contiguous to the site. Also please refer to Exhibit 2 for graphic representation.

Table 1. Future Land Use Categories Adjacent to the Site

Direction	Category
North	Agriculture-1
South	Agriculture-1
East	Agriculture-1
West	Rural Residential

F. In addition, for any land use category which supports residential development:
   1) Existing and proposed school capacities (See Policy 10.6.1).
   2) Existing and proposed park space (See Policy 6.3.3).

[1] U.S. Fish and Wildlife Service, National Wetlands Inventory accessed February 28, 2020; Gadsden County Property Appraiser mapping system accessed February 28, 2020.

Part F of Policy 1.2.13 does not apply as the Commercial Future Land Use category does not allow for residential development.

Policy 1.2.16: As recognition that agriculture operations are a viable business in Gadsden County, existing agricultural uses and operations shall be protected from residential encroachment. Proposed residential development adjacent to lands designated as Agriculture on the Future Land Use Map shall demonstrate compatible development plans to the agriculture use and/or operations prior to the issuance of a development order.

This policy does not apply. Residential development is not allowed in the Commercial FLU category.

Policy 1.2.19: No large scale land use amendment shall be approved which converts lands from any Agriculture land use category to the Rural Residential land use category unless a development agreement is recorded which requires the development to be served by central water and sewer utilities, or a wastewater package plant.

This policy does not apply for two reasons. First, this request is not, by definition, a "large scale land use amendment" as the request falls under the acreage threshold of ten acres. Second, this request is not submitted for the Rural Residential land use category.

Policy 1.4.1: New non-residential development which is proposed contiguous to lands designated Rural Residential on the Future Land Use Map shall be of a scale and intensity appropriate to the existing residential development.

Property designated as Rural Residential of the Future Land Use Map lies west across Bainbridge Highway. This site shall be developed in the scale of a neighborhood-serving commercial use. The height of the structure shall be no greater than a typical two-story residential dwelling. The intensity of the site shall be within a floor area ratio of less than ten (10) percent of the developed site. Further description and detail of the plan for development shall be provided at the time of site plan review.

Policy 1.4.2: Neighborhood character shall be preserved and promoted by working toward maintaining compatibility of surrounding land uses.

This site is located in an agricultural area as designated by the Future Land Use Map. The developer of the site shall work toward compatibility of surrounding land uses through the inclusion of buffers, scaling of structures, building orientation, minimization of lighting impacts to include any off-site glare, and landscaping.

Compatibility is defined in §163.3164(9), Florida Statutes and is the same definition as Plan Policy 1.4.5:

"Compatibility means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

The proposed development of a 9,100 square foot retail store on a collector road will be compatible with the surrounding development. No adverse impacts to the existing development will be created such as noise, smoke, dust, emissions, glare, adverse lighting, vibrations, or odors that would be detrimental to the existing surrounding uses or would otherwise disturb the quiet enjoyment of adjacent residents.

Policy 1.4.5: A compatibility analysis shall be submitted by the applicant for any proposed land use change contiguous to existing land designated Rural Residential on the Future Land Use Map. Compatibility shall mean a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

The development standards for a parcel with a Future Land Use of Commercial and all categories assigned to adjacent parcels is include in Table 2 below. A graphic representation of the location of these categories in relation to the subject parcel are depicted in Exhibit 2.

Table 2. Future Land Use Category Regulations Assigned to the Subject Parcel and Parcels Contiguous to the Site

Criteria	Future Land Use Category		
	Commercial	**Agriculture-1**	**Rural Residential**
Location	Subject Parcel	North, East, South	West
Max Density	None	1 D/U per 5 acres	1 D/U per acre [1]
Floor Area Ratio	1.0	N/A	N/A
Maximum Impervious Surface	0.75 lot coverage	0.10 lot coverage	0.50 lot coverage
Designation Criteria	Commercial uses along a collector or arterial roadway	Agriculture and residential uses	Must be primarily used as single-family housing units

Source: Gadsden County Comprehensive Plan, Future Land Use Element dated August 2, 2016
[1] Per net acre, when not connected to central water and sewer

The existing uses to the north, east, and south are currently vacant, and therefore will not be impacted by the proposed development. The parcel immediately to the west across

Bainbridge Highway is Rural Residential and has one home on six (6) acres.[2] *The development of the subject site will be of a neighborhood-serving commercial scale of less than 10,000 square feet of building which equates to a FAR on 2.5 acres of less than ten percent, well below the maximum allowance of 100%. Additionally, the impervious surface ratio maximum of 75% coverage will not be exceeded or close to the maximum allowance. Landscaping will be either retained or installed to assist with buffering this development from adjacent residential uses. No noise, smoke, glare, or fumes will be created by the development or proposed use.*

The height of the structure will be approximately twenty-two feet, less than most of the trees in the area and typical of a two-story residential structure.

This analysis here and throughout this document constitutes competent substantial evidence that the proposed use of the property will achieve long-term compatibility with the existing uses without any detriment or conflict.

Policy 4.5.2: The County shall allow existing OSTDS and package treatment plants to be used in Urban Service Areas and Rural Residential Areas. New development within ¼ mile of an existing central sanitary sewer system must connect to such system within 24 months providing there is sufficient permitted capacity.

This site is not located in an Urban Service Area nor a Rural Residential area.

This development is not located within a ¼ mile of an existing central sanitary sewer system.

Policy 5.3.2: Development shall be required to maintain a fifty (50) foot minimum natural setback around all FDEP and U.S. Army Corps of Engineers jurisdictional wetlands with exception to utility and transportation networks and water dependent uses such as docks and platforms.

This policy does not apply. Review of the National Wetlands Inventory shows there are no jurisdictional wetlands on site. In addition, the Flood Insurance Rate Map produced by the Federal Emergency Management Agency does not show any designated Special Flood Hazard Areas on this property, which are an indication of low-lying areas [3] *(Figure 1).*

[2] Gadsden County Property Appraiser, sourced March 3, 2020

[3] Federal Emergency Management Agency, Flood Insurance Rate Map 12039C 0100C, effective February 4, 2009.

Figure 1 – Flood Insurance Rate Map

Source: Federal Emergency Management Agency, Flood Insurance Rate Map

Approximate area of subject parcel (please refer to the survey for accurate boundary)

Policy 5.3.3: The location of septic tanks and drain fields shall be prohibited within one-hundred (100) feet of all perennial rivers, streams, creeks, lakes and wetlands.

There are no perennial rivers, streams, creeks, lakes or wetlands on this site, nor adjacent to the property boundary. This policy shall be met.

Policy 5.3.4: Any amendment to the Future Land Use Map shall consider the impact to the functionality of adjacent and on-site wetlands. The protection and conservation of wetlands by the direction of incompatible land uses away from wetlands shall occur in combination with other principles, guidelines, standards, and regulations in this Plan and the Land Development Code.

This policy does not apply. There are no on-site wetlands, or any wetlands adjacent to the site.

Policy 5.4.4: The County shall protect Endangered and Threatened Species by requiring the following to be submitted in conjunction with any Comprehensive Plan Map amendment request to a more intense category which is more than ten (10) acres. Such assessment may be conducted with readily available information through desktop GIS and/or the most recent state agency published documentation.

(a) Any finding that lists any Endangered or Threatened Species located on site;
(b) Soil types on site as noted in the Soil Survey in Policy 5.2.11.
(c) Wetlands on site as shown on the National Wetlands Inventory.

This policy does not apply. The request for a Comprehensive Plan Map amendment does not exceed ten (10) acres.

Other Relevant Policies:

Policy 1.1.1: Gadsden County shall regulate the use of land through the adopted land use categories as follows. The Future Land Use Map (Exhibit 1) shall be used to determine the location and extent of development within Gadsden County.

K. Commercial

1) Purpose and Intent – The intent of this category is to provide areas for general commercial activities.

*The purpose and intent of the Commercial category **is met** by the development of a retail store.*

2) Designation Criteria – Areas along collector or arterial roadways, as designated on the Functional Classification of Roadways Map in the Transportation Element.

*The locational criteria **is met** as HWY 267 is designated major collector as designated on the Functional Classification of Roadways Map.*

3) Density – 0.00 except for mobile home parks which shall be limited to a maximum of five units per acre.

*There is no density associated with this designation, and no planned density for the project. This criterion **is met**.*

4) Intensity – The floor area ratio shall not exceed 1.0.

*The planned development area of the parcel is 2.5 acres, or 108,900 square feet. The planning area of the retail store is 9,100 square feet. This creates a Floor Area Ratio of 0.08, much less than the 1.0 (100%) maximum limitation. This criterion **is met**.*

5) Impervious Surface Area – No more than 0.75 lot coverage, except the centralized utilities uses are exempted from impervious surface requirements.

*The planned impervious surface area of the site shall be less than 75% pf the site. This criterion **is met**.*

6) Allowable Uses – All uses allowable in the Neighborhood Commercial category; museums; galleries; other civic activities; lodging establishments; private clubs; entertainment; wholesale sales; shopping centers; office complexes; light manufacturing uses that are restricted to in-plant assembly; mobile home parks, recreational vehicle parks.

*The plan for development **meets the criteria** of the allowable uses. The Commercial designation states "all uses allowable in the Neighborhood Commercial category" as allowable. The Neighborhood Commercial category provides for "areas for limited commercial activities that serve to meet daily needs." Included in the allowable uses of Neighborhood Commercial is "retail sales and services", which this plan for development meets.*

7) Development Restrictions – The storage of outdoor equipment must be screened from the public right-of-way. Junk yards or construction and debris landfills are prohibited in this category. Mobile home parks shall be on a centralized water and waste water system to receive a density of greater than one dwelling unit per acre.

*This proposal does not include any outdoor equipment storage. No junk yards or construction and debris landfills are planned as part of the development. Additionally, there is not a mobile home park associated with the development of the site. This criterion **is met**.*

Policy 2.1.3: Commercial and other non-residential developments shall provide access to adjacent non-residential development to reduce unnecessary trips on arterial, collector, and local roadways. If no development exists adjacent to the proposed development at the time the development order is requested, then a roadway stub-out shall be planned as part of the development for a future connection.

Access will be provided as required by Gadsden County. This criterion will be addressed at the site plan review stage of the process.

Policy 2.2.5: With exception to those developments that meet the de minimis impact threshold, all new development impacts shall not decrease the roadway minimum level of service requirements of Policy 2.2.3. For the purposes this Element, a de minimis impact shall be that which does not impact a roadway by greater than one percent of the maximum capacity of the adopted level of service standard for the affected roadway segment, as shown in the FDOT District 3 Level of Service reports for Gadsden County.

Policy 2.2.3 of the Transportation Element lists the adopted level of service (LOS) standards. Specifically, rural major and minor collector roads have an adopted LOS of "D".
The FDOT District 3 Level of Service Report for SR 267 from Old Philadelphia to Hutchinson Ferry Road (section number 50140000, station ID number 500011) was evaluated for the purpose of this analysis. The two-way Annual Average Daily Traffic (AADT) count in 2018 was 4,200 trips[4] (Exhibit 3). FDOT has an adopted LOS C for this segment with a maximum AADT of 17,300.[5] Gadsden County has adopted a LOS standard of "D" for rural collector roads. This analysis is based upon the FDOT adopted standard, which is a higher standard. In 2018 this segment was operating at an AADT of 24.2% of maximum volume.

The peak hour/peak directional (PH/PD) estimates using FDOT methodology of a standard 9.5 "K" factor for a rural collector and 58.0 "D" factor total 214 PH/PD trips in 2018. The maximum PH/PD FDOT adopted trip volume is 850 before the standard is compromised and lowered.[6] Therefore, there are 739 PH/PD trips available on this segment of HWY 267 to maintain a LOS of "C".

Trip generation is estimated specific to use. In order to calculate trip generation as a result of the development of the site, a 9,100 square foot variety retail store was used, which is the plan for development. The ITE Trip Generation Manual (10th Edition) is used to determine peak hour trips for this project, identified as a variety store (ITE Land Use Code 814) (Exhibit 4). The generation for a 9,100 square foot store is shown in Table 3 below.

According to the Institute of Traffic Engineers Trip Generation Manual, 10th Edition, PM peak hour trips generated by a variety store is 6.84 trips per 1,000 square feet. This use will therefore will generate 62 total PM peak hour trips. Thirty-seven (37) trips, or 60% are pass-by trips. Pass-by trips are those already on the road, stopping on the way to/from their destination. This creates a total of 25 new total PM peak hour trips.

[4] Florida Department of Transportation 2018 Annual Average Daily Traffic Report, Gadsden County
[5] Florida Department of Transportation District 3 2016 LOS Report, Gadsden County
[6] Florida Department of Transportation District 3 LOS Report, Gadsden County

Table 3. Peak Hour Trip Generation of a Variety Store

Gross Floor Area (1,000 sq. ft.)	ITE Code 814 PM peak hour (PH) trip generation rate	Total Trips (PH/PD)	Pass-by Trips (%)	New Total PH/PD Trips
9.1	6.84	62	37 (60%)	25

Source: International Transportation Engineers Trip Generation Handbook, 10th Edition

The new trips are then added to the actual trips below to show the accumulated trips on HWY 267.

Table 4. Adopted and Actual Traffic Counts

Segment	Area Type	FDOT 2016 Adopted LOS (PH/PD)	Max Volume (PH/PD)	2018 Actual PH/PD	Trips added (PH/PD)	Total Trips (PH/PD)
Hutchinson Ferry to Old Philadelphia	Rural Developed	C	850	213	25	238

Source: FDOT 2018 Annual Average Daily Traffic Report and FDOT District 3, Gadsden County 2016 LOS Report.
Note: No LOS data was available more recent than the FDOT District 3 2016 report. Most recent 2018 AADT counts were used.

Therefore, the amendment 2.5 acres to Commercial on the Future Land Use Map to allow for the development of a commercial use will not degrade the adopted LOS standard. The PH/PD capacity will remain at 72% of the maximum at a LOS of C. This policy ***is met****.*

Policy 2.2.9: To increase the usage of alternative modes of transportation, require all new non-residential development to provide at least one bicycle parking area within the development site, by including a bicycle parking rack.

This criterion will be addressed at the site plan review stage of the process. All requirements of the Comprehensive Plan and Land Development Code ***shall be met****.*

Policy 5.10.2: The County will use the State of Florida Master Site File to identify those areas where cultural, archaeological or historic resources may exist.

Although there are recorded resources in the area, Attachment I to this application shows that there are no recorded sites on the Florida Master Site File on the subject property.

<u>Citizen's Bill of Rights Meeting</u> for a Comprehensive Plan Future Land Use Map Amendment

For property located on the east side of HWY 267 (Bainbridge Highway) south of Hutchinson Ferry Road

Thursday, January 30, 2020 6:30 – 7:30 PM

Meeting Notes

The meeting was noticed in the Gadsden County Times (Attachment 1).

The meeting began at 6:30 PM. Twelve individuals attended (Attachment 2).

Attendees of the applicant included:

From Teramore Development: Tyler Graybill and Luke Strickland.

From the planning collaborative: Allara Mills-Gutcher (agent for the applicant).

From Alday-Howell Engineering: Brett Reid (consultant to the applicant).

Concerns included:

- Traffic is too heavy on Bainbridge Highway (HWY 267)
- Farm tractors (tomato growers) drive on this country road, slowing traffic
- Residents here want to live in the country
- The majority of accidents that occur on this road occur at the intersection of HWY 267 and Hutchinson Ferry Road
- Locals want to support the existing local businesses
- Stormwater – make sure it is adequate
- Not the best location due to pedestrian activity in the area; this is a dangerous roadway
- People will hide out on the property and rob others, increasing crime
- Hours of operation (a person is concerned hours will be too late, that 8:00PM is considered an early close time by local businesses)
- Chaos of delivery trucks making deliveries while customers are attempting to park in the parking lot
- Noise of delivery trucks slamming doors
- There is a store for sale on 97, why not there?

- This type of store should be located on a four-lane road.

Questions included

1. What are the setbacks from the road?

   Answer: Current conceptual plan shows 134 feet from the building to the parcel boundary.

2. What will the lighting be like?

   Answer: There will be pack lighting installed in a down-lit fashion on the side of the building.

The meeting ended at 7:45 PM.

Additional notes:

Two of the audience members verbalized they welcomed the store to the area to Teramore employees and their consultants after the meeting ended.

Attachment 2 to Meeting Notes - Sign in Sheets

TERAMORE
DEVELOPMENT, LLC

Citizen's Bill of Rights Meeting for a Comprehensive Plan Future Land Use Map Amendment

For property on Bainbridge Highway (HWY 267) near Hutchison Ferry Road

Thursday, January 30, 2020 6:30 – 7:30 PM

Attendees Sign-Up Sheet

1. ROSEMARY FODOR 5491 BAINBRIDGE Highway
2. LES EPPERSON 5491 BAINBRIDGE Highway
3. Don Stewart 102 Timber Run, Hmmmm, P
4. Bennard Dixon
5. Charlie Cook 2355 Woodlawn Rd
6. Najat Halim 5617 Bainbridge Hwy
7. Nayla Halim 5667 Bainbridge Hwy
8. Ruby Mitchell 4505 Bainbridge Hwy
9. Derrick Elias 233 Cheseborough Hve
10. Angela Butle 3795 Bainbridge Hwy

TERAMORE
DEVELOPMENT, LLC

Citizen's Bill of Rights Meeting for a Comprehensive Plan Future Land Use Map Amendment

For property on Bainbridge Highway (HWY 267) near Hutchison Ferry Road

Thursday, January 30, 2020 6:30 – 7:30 PM

Attendees Sign-Up Sheet

1. Shirley Knight
2. Henry E. Lightfoot
3.
4.
5.
6.
7.
8.
9.
10.

+

THE GADSDEN TIMES
Quincy, Gadsden County, Florida
STATE OF FLORIDA
COUNTY OF GADSDEN
SS

Before the undersigned authority personally appeared a representative of FLORIDA NEWSPAPERS, INC. who on oath does say they are the publisher of The Gadsden County Times, a newspaper published in Quincy, Florida.

PUBLIC NOTICE

RE: Citizen's Bill of Rights Meeting for a Future Land Use Map Amendment

The above public notices were published in The Gadsden County Times newspaper issues on the following dates...
January 16, 2020

Affiant further says said The Gadsden County Times is a newspaper published in Quincy, in said Gadsden County, Florida, and the said newspaper has heretofore been continuously published in said Gadsden County, Florida, each Thursday and has been entered as second class mail matter at the post office in Quincy in said Gadsden County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says he has neither paid nor promised any person, firm or corporation any discount, in securing this advertisement for publication in the said newspaper.

WILLIAM SNOWDEN
Sworn to and subscribed before me

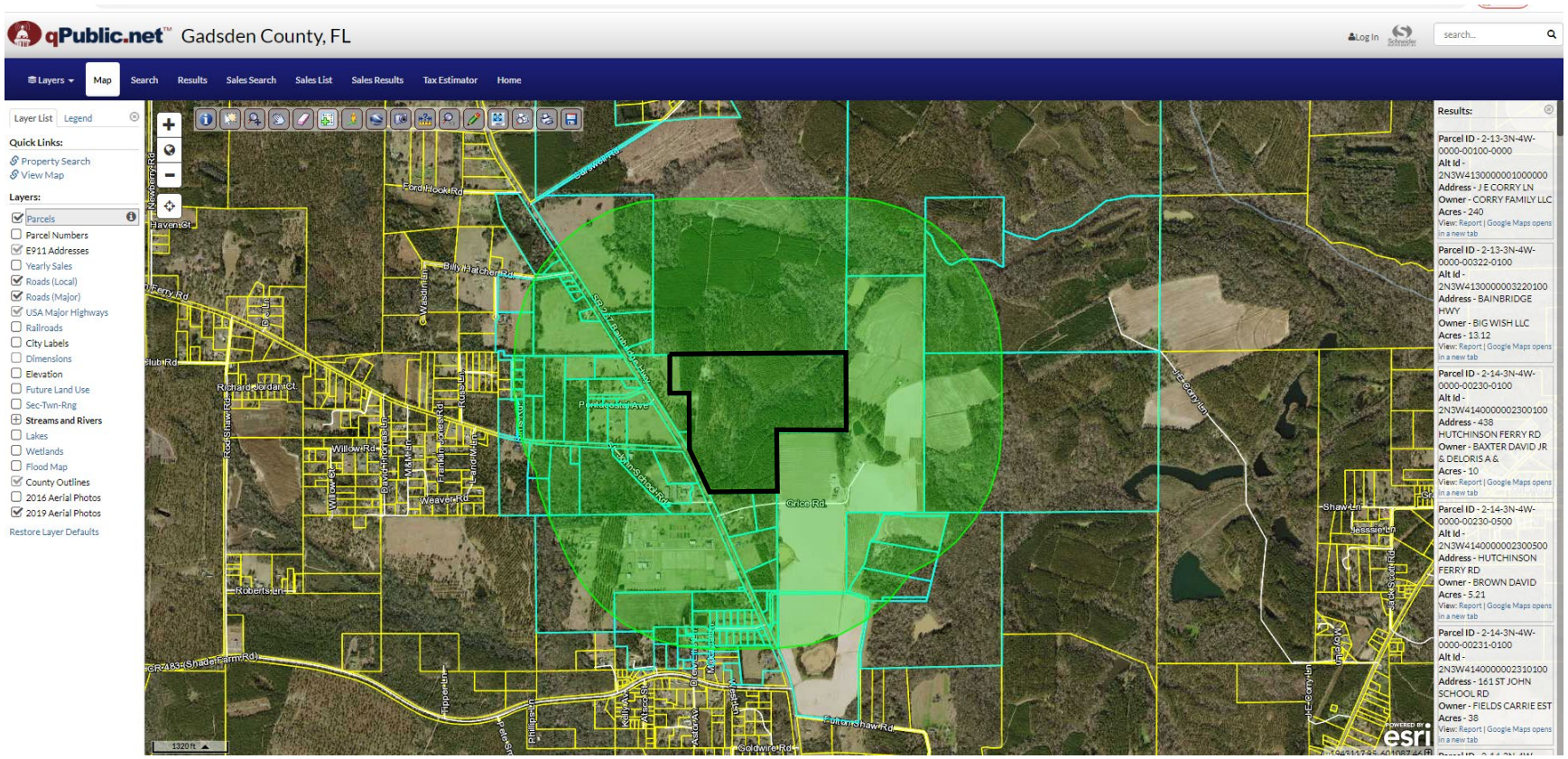
On January 16, 2020

Notary:
State of Florida at Large
WILLIAM SNOWDEN is personally known to me X

NOTARY PUBLIC:

LAFOYA RENEA HOUSE BELL
Notary Public-State of Florida
Commission # GG 349336
My Commission Expires
June 27, 2023

Citizens Bill of Rights Notification - Half Mile Radius From Subject Parcel



Subject Parcel

Attachment 1 to Meeting Notes - Newspaper Ad

6

QUINCY

Continued from Page 1

Clemson and Jackson went to Georgia, where they were standouts on their respective teams and received degrees.

Simmons then got a post-graduate degree at The Citadel.

Gay was instrumental in the success of both athletes and both men acknowledged such.

Both men then entered the college football coaching ranks, and this past season with Simmons as head coach and Jackson as assistant, they led Florida A&M to the Black College National Championship as voted by sportswriters.

After going through a chalk talk coaching corner led by Brown, the two were presented with plaques from the Gadsden County Sheriff's Office, the Quincy Parks and Recreation Department and the city of Quincy.

SCOTT J. CRAWN/The Gadsden County Times

Football players from the city of Quincy all-star team were honored Saturday.

Maj. Robert Barkley and Maj. Shawn Wood gave a special award to Simmons to honor his "Shotgun Simmons" nickname while at Shanks, a moniker Brown bestowed on him when Brown was the public address announcer for Shanks football.

Director of Recreation DeCody Fagg and his staff presented Simmons and Jackson with appreciation plaques honoring the coaches for their support in local programs.

Mayor Keith Dowdell and the Quincy City Commissioner presented the two with Keys to the City.

Both coaches then spoke, thanking all those who had been a part of their success and thanking the recreation department and the city of Quincy for honoring them.

FEES

Continued from Page 1

made, according to McMillan's lawsuit.

In Second Judicial Circuit Court Judge David Frank's conference room Jan. 2, Armistead told the judge and McMillan's attorney, H.B. Stivers, the city "definitively" didn't have any records that showed payment to other law firms for former city commissioners' legal fees. Less than a week later, Armistead provided documents to Stivers that proved the opposite.

"We knew they were there," Stivers said. "For whatever reason, they couldn't find them or they didn't look.

"To a degree, I think there's probably more, but it's probably going to be subject to further discovery."

On Tuesday morning, the city of Quincy sent The Gadsden County Times the documents Armistead sent McMillan's attorney.

According to city documents, Quincy paid $54,027 in 2006 for "legal fees for Glendell Russ." The attorney listed on the invoice was Edward Stafman, who previously worked in Tallahassee.

In a second invoice, the city paid Tallahassee-based law firm Allen, Norton and Blue $2,202.51 in 2015 for Brown's legal fees. According to court documents, Brown faced a recall effort by a Quincy citizen group. The citizen group was represented by Larry White and Jack McLean Jr., the city's current city manager.

After the city's attorney claimed it had no documents indicating it paid for previous commissioners' legal fees, The Gadsden County Times found meeting minutes that indicated otherwise.

According to the minutes of the city commission's Jan. 13, 2015, meeting, then-City Attorney Scott Shirley said he consulted with Rob Larkin, an attorney at Allen, Norton and Blue, about a recall petition against Brown.

In that 2015 meeting, commissioners voted 3-1 to approve the use of an attorney to defend Brown in the recall process. Commissioner Keith Dowdell – now Quincy's mayor – and a group of local residents filed an injunction asking a judge to stop the commission from paying Brown's legal fees. The injunction was denied.

The city of Quincy contends the investigation of McMillan was not related to his performance of duties in office and the accusations he faced did not serve a public purpose, according to court records. The city also contends McMillan's attorney's hourly rate and total number of hours on the case were "not reasonable." According to a May 7, 2019, memo from then-Interim City Attorney Gary Roberts, McMillan's hearing wasn't conducted in a court of law or before a judicial officer, which means the city shouldn't pay legal fees.

In February, the city of Quincy held "hearings" about McMillan at City Hall. According to McMillan's attorney, the city councilman was "accused of making a comment to a young man who was a student at Robert F. Munroe (Day School)" and moving an unattended police car so a third fire truck could reach a fire. Commissioners voted 2-2 not to remove McMillan from office, McMillan's attorney says.

McLean says the vote was whether to bring charges against McMillan and not to remove him from office.

ACCUSED

Continued from Page 1

her, except for once when they started a relationship approximately 14 years ago," the report said.

Murray said Graham-Blue was asleep on a couch in the living room when the argument began.

"Ms. Murray indicated Qua'Jon Graham-Blue awoke and went to the back of the apartment, he came back to the living room and shot Mr. James, then left the apartment," the report said.

The report said Murray suggested Graham Blue was trying to protect her.

Murray told police Graham-Blue was staying with her for about a week and a half.

In the bedroom where Graham-Blue was staying, officials found "several .22 caliber bullets and one .45 caliber bullet" in a dresser drawer, a .45 caliber bullet was found on top of the dresser and a .22 caliber two-shot derringer style pistol was found in a backpack, the report said. A witness said she saw Graham-Blue leave the apartment with another gun, the report said.

Chattahoochee Police Department and other law enforcement officials searched multiple locations for Graham-Blue, but were unable to locate him. He was eventually located in November in Rochester, N.Y., according to the Gadsden County Sheriff's Office. He was booked into the Gadsden County Jail on Dec. 27, 2019. He has not been given a bond.

James was given medical attention by a Chattahoochee Police Department official until Gadsden County EMS arrived. He was pronounced dead at the scene at 11:47 a.m. – 16 minutes after officials first arrived at the residence.

BLACK

Continued from Page 6

to return home and enroll at Crossroad Academy Charter School. During his junior year at Crossroad, Black continued his success both in the classroom and on the court, and was an instrumental part in helping the Scorpions reach the state tournament for the first time in school history.

After a three year break from football, Black made his way back onto the field as a wide receiver for Gadsden County High School. Since his return to the gridiron, Black has received full scholarship offers from several schools, and as a result, he may find himself make plays on a college football field as opposed to a gymnasium.

"After eighth grade, I decided not to play football anymore because I was young minded and too busy worried about injury," he said. "Stepping back on the field and actually having coaches tell me I could make it big in football has been great. Football has been an eye-opener for me and probably has been the best high school experience I've had. My recruitment kick-started off football. I never would have believed it if someone had told me in the ninth grade that I might be going to school to play football."

In addition to his mother, Black also mentioned a few coaches that have inspired him during his voyage toward success.

"(Gadsden County High School football) coach (Corey) Fuller has made a big impression on my life for the short time he has coached me; he's one of my top coaches ever," Black said. "When I first came to Crossroad, coach An'Donte Gennie opened his arms to me and helped me step into my role. Coach Chariya Davis from Rickards has always been an inspiration to me as well. She's like a second mom for me."

Black plans to pursue a degree in dentistry while in college and is currently interning with Dr. Enrique Howard at Dental Workz in Quincy.

Black also wants to see younger kids in the area obtain their goals.

"Stay focused, academics come first and never let anyone tell you that you can't do it," Black said. "If you work hard enough you will get there."

If the past in an indication, it's safe to say this young man's future will be filled with success.

MUNROE

Continued from Page 6

11 points.

Other scorers for Munroe were Deon Conyers (7 points), T.J. Faulk (3 points), Nasser Mohammed (2 points) and Cameron Gaines (2 points).

On Jan. 10, the Bobcats scored a 64-44 victory over Aucilla Christian in region play.

Munroe led Aucilla 30-19 at the half and outscored the home team 34-25 in the second half.

Conyers paced the Bobcats with 20 points, six rebounds, five assists and six steals.

Stinson added 14 points, while Price had 12 points. Atkins also scored 11 points and pulled down five rebounds.

Other scorers included Faulk (3 points). Mohammed (2 points) and Gaines (2 points).

On Saturday, Munroe built an 18-point halftime lead before knocking off Wakulla, 62-53.

Stinson scored a game-high 25 points and registered six rebounds.

.Conyers added 14 points and five rebounds.

Other scorers included Atkins (7 points), Faulk (6 points), Zachary Luke (6 points), Levi Allen (2 points) and Tyler Dickey (2 points).

The Bobcats are 5-6 on the season and 2-2 in conference play.

RATE

Continued from Page 1

help our student's succeed this past school year," Gadsden County School District Superintendent Roger Milton said via email. "Graduation rates in Florida lag behind in reporting years so the rate you see is the one that was earned during the 2018-2019 school year and it will move forward into grade calculations for the 2019-2020 school year.

Recently, Gadsden County has ranked near the bottom in graduation rate throughout the state. Last year's 66.1 percent was second-worst in the state and the 2016-2017 graduation rate of 50 percent was ranked last that year, too.

Milton attributed some of the dip in graduation rate to new administrators at Gadsden County High.

"Research documents repeatedly show that a school under new leadership always requires time to adjust and prove to be successful and often dips in grading during the first year under new leadership," Milton wrote.

The Florida Department of Education also released graduation data based on race and ethnicity.

According to the data, black students graduated at a slightly higher rate in the county at 63.1 percent. Hispanic students had a 53.2 graduation rate, while white students graduated 36.4 percent of the time (4 of 11 graduated).

The education department data shows Crossroad Academy Charter School graduated all 18 of its students in the 2018-19 school year, while Gadsden County High graduated 70 percent of its students. Carter-Parramore Academy graduated 16 of 64 students for a 25 percent rate.

Carter-Parramore is an alternative school, which often has students who were removed from other schools because of behavior issues.

"The advantage educationally is that if the district can help even one at-risk student to eventually graduate and go on to a successful life, it has accomplished its mission and vision of believing that all students can learn given the right environment, the right teachers and the right setting," Milton said.

Former Superintendent Reginald James said he was disappointed in the graduation rate in Gadsden County. In James' final year, the school district had a 68.4 percent graduation rate in 2015-16. The state graduation was 80.7 percent that year.

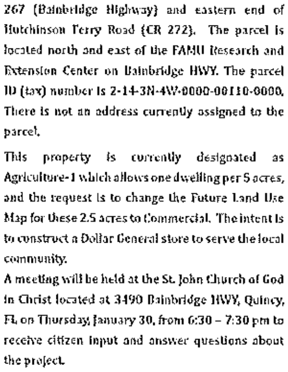
"I've always felt the graduation rate is the most important measure in terms of determining the success of a school system," James said. "I'm disappointed to see the decline."

Citizen's Bill of Rights Meeting for a Future Land Use Map Amendment

The purpose of this meeting is for citizen input regarding a Future Land Use Map amendment to an area shown below. The parcel will be subdivided to create a 2.5 acre piece at the east side of HWY 267 (Bainbridge Highway) and eastern end of Hutchinson Ferry Road (CR 272). The parcel is located north and east of the FAMU Research and Extension Center on Bainbridge HWY. The parcel ID (tax) number is 2-14-3N-4W-0000-00110-0000. There is not an address currently assigned to the parcel.

This property is currently designated as Agriculture-1 which allows one dwelling per 5 acres, and the request is to change the Future Land Use Map for these 2.5 acres to Commercial. The intent is to construct a Dollar General store to serve the local community.

A meeting will be held at the St. John Church of God in Christ located at 3490 Bainbridge HWY, Quincy, FL on Thursday, January 30, from 6:30 – 7:30 pm to receive citizen input and answer questions about the project.



The Difference between a Legislative and a Quasi-Judicial Land Use Action and Why it Matters: A Layperson's Summary

by **Max Forgey AICP**
Forgey Planning Services
4637 Vincennes Blvd.; Ste. 1
Cape Coral, FL 33904
(239) 560-5864
ForgeyPlanning@aol.com

and

Ralf Brookes
Attorney at Law
1217 East Cape Coral Parkway #107
Cape Coral, FL 33904
(239) 910-5464
Ralf@RalfBrookesAttorney.com

Land use lawyers and planners in Florida sometimes confuse our clients by using unusual terms or by using familiar terms in unfamiliar ways. We have prepared this guide for our clients to de-mystify Florida's land use processes. Since the early 1990s, there have been two types of land use decisions made by local governments in Florida.

1. **Legislative decisions**. A legislative decision is one in which a law is made, for example amending a federal or state statute or a local ordinance or code. The Governing Body of a county or municipality has broad decision-making latitude in legislative matters, which include the adoption and amendment of the Comprehensive Plan and Land Development Code (LDC). A local government can approve or deny a proposed legislative action or a comprehensive plan amendment for any legitimate basis. Comprehensive Plan amendments are **always legislative** actions, but they must meet minimum state statutory requirements set forth in Chapter 163, Florida Statutes. In legislative actions (comprehensive plan amendments) it's OK for constituents to speak directly with their elected officials. It's also OK to bring signed petitions to the hearing and a legislative action can be denied without competent substantial evidence based merely on any legitimate public purpose or concern.

2. **Quasi-judicial decisions**. Rezoning cases are quasi-judicial decisions which must be consistent with the Comprehensive Plan and LDC and they must be supported by competent, substantial evidence. *Ex parte* communications (from one side or party only) are discouraged, but sometimes do occur. An elected (e.g. city councilmember) or appointed (e.g. planning board) official who meets with an applicant or neighbors outside of the public hearing must disclose any *ex parte* communications that may have occurred with anyone outside the hearing and

what was said (i.e., exactly what was discussed with whom and when) on the record prior to public input in the quasi-judicial hearing.

The distinction between legislative and quasi-judicial is nuanced but important, and it can be quite confusing at times, especially if you came from a state or country other than Florida. Florida land use and zoning laws are different than most of the other 49 states. Here are some terms that you may already be familiar with and how they are used in Florida with regard to land use and zoning.

I. **Legislative Decisions.** When Congress or the State Legislature pass a law, and it is signed by the President or Governor, it is called a statute, and those statutes are codified into multivolume sets with names like the *US Code* or Florida *Statutes*. In Florida, when the local *Governing Body*, which is usually called the Board of County Commissioners or the City Council, passes a legislative matter it is usually called an *ordinance*[1]. Ordinances are codified into books that are typically called the *Code of Ordinances,* which sometimes has a companion volume called the *Land Development Code. A legislative decision is one in which the Governing Body has broad decision-making latitude*. As long as a legislative act has some conceivable rational basis, it will be upheld on appeal. In Florida, when local governments adopt ordinances they must provide an opportunity for public comment, and cannot adopt an ordinance that has no rational basis (i.e., the Governing Body cannot act in an arbitrary or capricious manner).

a. **Comprehensive Plan**. Since 1985, Florida law has required that each local government (county or municipal) adopt a comprehensive plan by ordinance, as a legislative act. The Governing Body adopts and updates the Comprehensive Plan at least every seven years through a process called the Evaluation and Appraisal Report (EAR). The comprehensive plan includes a Future Land Use Element (FLUE) and Map (FLUM), including Goals Objectives and Policies (colloquially referred to as "GOPs"), and Levels of Service (LOS) standards for infrastructure and services. Collectively, these are called the Comprehensive Plan. In most states, Comprehensive Plans are advisory in nature. *In Florida, comprehensive plans have the force of law, and amendments to them can be enforced in state courts,* provided the appellant (the person or group challenging the local government action) has the will, the money, and the lawyers to bring the case through the whole process.

b. **Plan Amendment.** The adopted Future Land Use Map, the GOPs, and the LOS can be amended by the Governing Body. These amendments are often called LUPAs (land use plan amendments) or CPAs (comprehensive plan amendments). They are advertised in local newspapers and there are signs posted at the property announcing that there will be hearings, assuming that the amendment is site-specific. Sometimes the applicant for the plan amendment is the local government itself—they often do that especially if there are multiple property owners, for example—but usually the applicant is the property owner or her agent. Applicants

[1] Some ordinances are not codified. Zoning map amendments are a good example. Zoning map amendments are not legislative; they are quasi-judicial.

almost always want more density (e.g. dwellings per acre) or intensity (e.g. industrial instead of commercial) of use. ***In Florida, plan amendments are* always *legislative in nature.***

c. **Procedure for Adoption of Plan Amendments.** *When you participate in a legislative land use hearing, you are appearing as a citizen/ property owner/ taxpayer, advising your elected or appointed officials how you would like things to be in your neighborhood.* The Local Planning Agency (LPA), which usually has a name like the Planning Board or the Planning and Zoning Commission, must conduct at least one public hearing[2], followed by one or two hearings by the Governing Body. Because plan amendments are legislative, the door is wide open to public participation—all parties, whether in favor or opposition, are free to persuade their officials through petitions, face to face contact, letters and emails, yard signs, t-shirts, and other hortatory activities. Remember that personal contacts with members of the Governing Body or the Local Planning Agency are known as *ex parte* contacts, and they must be disclosed at the time of hearing, so don't expect your elected officials to keep your meeting a secret, and don't let them fail to disclose the full extent of their past communications with the other side.

II. **Quasi-judicial**. The purpose of a quasi-judicial hearing is to make a decision or a recommendation to a Governing Body. As the term implies, a quasi-judicial proceeding is similar to a court hearing in that the decision maker—which may be one person or a citizen board-- will compare the application for a proposed land use change, such as a rezoning, with the contents of the duly-adopted Comprehensive Plan (especially the FLUM and the GOPs) and also with the Land Development Code (LDC) requirements that are applicable to the subject property. The action sought by the applicant must comply with those duly-adopted legislative requirements.

When you participate in a quasi-judicial hearing, you appear as a sworn witness. Every person who presents testimony will be placed under oath to tell the truth. The examination and cross examination of witnesses is allowed. There is a distinction between expert witnesses, who may render professional expert opinions, and citizen testimony which can be competent substantial evidence if it is fact-based (i.e. relies on maps, aerials, personal factual observations, data, etc.). *Don't be surprised to see a developer bring a court reporter to the hearing.* You or your group may want to hire your own court reporter if you think there is a possibility that your case is headed to circuit court to challenge an adverse decision.

a. **Rezonings and Development Orders**. When most people say 'rezoning', they are speaking of a host of zoning changes, which may be called rezoning (e.g. from R-1 to R-3), Planned Unit Development (PUD), Planned Development Project (PDP), or

[2] A Governing Body is permitted to be its own LPA, and there are some smaller communities which don't have a separate LPA. That does not reduce the number of hearings that they must conduct for a comprehensive plan amendment.

other quasi-judicial "development orders" including conditional uses, special exceptions, variances, deviations, subdivision plats, replats and building permits[3]. *All rezonings and development orders shall be consistent with the comprehensive plan under state law, F.S. 163.3215.* (Example—if the Future Land Use Map designates a property as Low Density Residential, which specifically prohibits auto body shops, and the applicant wants to develop her parcel for an auto body shop, she can't simply apply for a C-2 zoning which allows auto body shops; she must first apply for and receive legislative approval of a FLUM amendment to a land use designation that allows her proposed use.)[4]

b. **Rezonings.** Rezonings are heard and approved by the City Council or County Commission and their first hearing is usually before an LPA advisory body, e.g. a citizen planning and zoning board, which will make a recommendation, but there is a growing trend to delegate this task to *hearing examiners* (e.g., Lee County and Cape Coral). The citizen board or hearing examiner conducts a hearing to decide whether the rezoning is consistent with the comprehensive plan or whether there is a legitimate public purpose to deny the rezoning, and whether to recommend approval, approval with conditions, or denial to the Governing Body, which will conduct its own hearing and make the final decision.

c. **Application.** The applicant for a land use change (or his attorney and design professional) prepares a formal *application* seeking to justify the request. This application is a matter of public record.

d. **Staff Report.** The local government (the Planning Department with help from other agencies, such as public works, utilities, and the staff of the school district) prepares a *staff report*, which is one of the most important documents on the record. *The staff report is the best place to start your review of the case and preparation for hearing.* The staff report should describe the Comprehensive Plan's FLUM designation and zoning classification and that of the surrounding existing and future uses. The staff report should identify the LDC sections that are applicable to the case and it should state which Comprehensive Plan GOPs support the application and which do not.

[3] Conditional uses, special exceptions, variances, deviations, subdivision plats, and replats may be heard by a planning and zoning body, or by a hearing examiner or a body called a Board of Zoning Adjustments and Appeals, but these actions are different from a rezoning action because their purpose is to issue a permit for a use allowed under the existing zoning on the parcel. Dimensional variances to side setbacks are an example of a variance. In Florida, most dimensional variances must meet the criteria for a variance contained in the Code and case law (for example, a variance cannot be granted for a self-created hardship). If all the criteria are met, the variance is approved; if not all of the criteria are met, the application must be denied. http://www.ralfbrookesattorney.com/images/VARIANCE_CLE.DOC.

[4] Since 2011, Florida law allows applicants to apply for comprehensive plan amendments and rezonings concurrently. However, the comprehensive plan amendment must be approved before the rezoning can be approved.

Valuable as the staff report may be, you should *study the staff report with skepticism and peruse the Comprehensive Plan and LDC for errors and omissions*. The staff report often proposes specific findings of fact about the case and may or may not recommend either approval, approval with conditions, or denial, or give reasons supporting each such potential outcome. When staff does not make a professional recommendation, you might want to ask them on the record to justify their omission. If staff made a recommendation, and you reach a different conclusion than staff did, you may want to propose your **alternate findings of fact and conclusions supporting a denial.**

e. **The Quasi-Judicial Hearing.** At quasi-judicial public hearings, the staff, usually a professional planner, makes a presentation restating the contents of the staff report and answering specific questions asked by the decision maker. *The staff report and staff presentation should be based upon the comprehensive plan and LDC, including any findings of fact, conditions of approval, recommendations, reasons for denial or approval and any discussion of alternatives.* The applicant, his attorney, and his experts (planners, engineers, biologists, geologists, archaeologists, economists, and other people who might strengthen the case) will present their case.

if there is organized opposition, which are sometimes called *intervenors* or *third parties* or *objectors*, they are given an opportunity to present their arguments. They may introduce their own evidence into the record, and may bring their own attorney or experts. The public is then allowed to speak, and typically gets between two and five minutes per person, although organized groups may sometimes be granted more time depending on the City or County procedures or policies, which vary widely. Finally, public input is closed and the deciding body or hearing examiner will discuss or deliberate and has the discretion to ask any follow up questions from the applicant, staff or participants.

III. Post hearing challenges.

a. **Administrative Hearing**. Appeals of **legislative** decisions on comprehensive plan amendments are handled by the State of Florida Division of Administrative Hearings. An Administrative Law Judge will be sent from Tallahassee to hear the case. These appeals are tough to win because they are limited to challenges to the approval of plan amendments that do not meet minimum state requirements or internal consistency **within comprehensive plans**. *In other words, you can't win the appeal because the Governing Body made a dumb decision, but you can win if it is internally inconsistent or does not meet the most minimal of state requirements including (1) the lack of meaningful and predictable standards guiding development or (2) a policy that is not supported by data and analysis.*

b. **Petition for Writ of Certiorari**. Quasi-judicial decisions at the local level may be appealed to circuit court by what is called a petition for writ of certiorari seeking judicial review, and must be filed within 30 days. A local circuit court judge will review the record on appeal,

including the transcript of hearing testimony. The evidence will be limited to the existing record and to arguments raised and preserved in a certified court reporter's transcript of the public hearing(s). The judge may consider violations of due process, violations of the Land Development Code, and decisions that are not supported by competent substantial evidence applying Florida case law.

c. **Comprehensive Plan Consistency cases**. Challenge to quasi-judicial development orders for inconsistency with comprehensive plan may be appealed to circuit court. These appeals must be filed within 30 days in circuit court. The circuit court judge will set the case for trial, and the parties may take depositions, send questions and requests for documents and introduce new evidence in a judicial trial that is conducted with experts, depositions, and rules of evidence applying the standard of *strict scrutiny* to the issue of whether the "development order" is consistent with the comprehensive plan.

Gadsden County Planning Commission
Agenda Request

Date of Meeting: June 4, 2020

Date Submitted: May 20, 2020

To: Honorable Chairman and Members of the Planning Commission

From: Jill Jeglie, Interim Growth Management Director

Subject: Public Hearing (Quasi-Judicial) – Greensboro East, SR 65 Communications Tower Conceptual/Preliminary Site Plan (SP-2020-02) with one deviation on Tax Parcel ID #3-19-2N-4W-0000-00130-0000.

Statement of Issue:

Consideration of a request for approval of a 250' tall, self-supporting communication tower requiring a deviation to reduce the 1,750' setback requirement to 1,549' to the property line of a parcel on which a homesteaded residence is located as required by Subsection 5806.A(3) of the Land Development Code (LDC) (Attachments #1 & 2, pages 1-2).

Background:

Tarpon Towers II LLC, applicant, represented by Robert Volpe, Hopping Greens and Sams, agent, proposes a 250' tall, self-supporting tower on a 100' by 100' (1,000 square feet) leased space located on a 100 acre parcel owned by Calvin Burton Cooksey. The leased area will be surrounded by a 6' tall chain link fence (Attachment #8, Sheet Z-1).

The applicant has requested a deviation pursuant to Sub. 5811.F, G & H of the LDC. Communication towers are a use-by-right in the Agriculture 2 Future Land Use except when they do not meet the 'Restrictions on Use by Right' to reduce a setback (Attachments #4, pages 5-14). Deviations from the standards in Section 5800, Communication Towers shall be processed as a Class II, Type II site plan review, a quasi-judicial action per Subsection 1304 of the LDC.

All cites refer to the Land Development Code (LDC) unless otherwise noted.

Analysis:

Location of Property:	East side of SR 65 (Hosford Highway), 0.90 of a mile south of Interstate 10
Tax Parcel ID Number:	3-19-2N-4W-0000-00130-0000
Property Owner:	Tarpon Towers II, LLC, Lease Holder Calvin Cooksey, Property Owner
Agent:	Robert Volpe, Hopping, Green and Sams
Area of Subject Parcel:	100' by 100' lease area (10,000 sf.) of a 100 acre parcel

Current (Existing) Use: Timber and pasture

Proposed Use: Addition of a 250' tall communication tower

Wetlands: Not Applicable

Flood Zone: Zone X

Available Sanitary Sewer Facilities: Not Applicable

Available Potable Water Facilities: Not Applicable

Electric Provider: Talquin Electric Cooperative

Section 5800: Communication Towers

Location:

The site is located on a 100 acre tract of land characterized by pastureland and timber. The 250-foot self-supporting tower is to be constructed within a 100' by 100' leased area and will have capacity for three additional carriers located within the fenced, leased area. The subject property is designated 'Agriculture-2 (AG-2)' as shown on the Gadsden County Future Land Use Map (FLUM). The parcel to the north, east and the northern half of the western boundary are also owned by Calvin Cooksey. Access to the leased area from Hosford Highway (CR 65) is provided by a twenty (20') wide access/utility easement (Attachments #1-2, pages 1-2 & #8, Site Plan Sheet Z-2).

Table 1. FUTURE AND CURRENT (EXISTING) LAND USE		
Direction	Future Land Use Category	Current (Existing) Use & Acreage
North	Agriculture 2 (AG-2)	Timber III (103± acres)
East	Agriculture 2 (AG-2)	Timber III (80 acres)
South	Agriculture 2 (AG-2)	Timber III (130± acres)
West	Agriculture 2 (AG-2)	Timber III (103± acres) & Residential (20± acres)

*Gadsden County Geographical Information Systems (GIS) and Gadsden County Property Appraiser data.

Location on County Owned Properties (Sub. 5805)

The 2015 Map of County owned parcels over one (1) acre indicates that there are not any County owned parcels for miles in the vicinity of this tower (Attachment #5, page 15).

Concurrency and Access:

The applicant verified that there will be no addition to peak traffic on SR 65, Hosford Highway; Therefore, Level of Service will not be impacted. The proposed parcel fronts on CR 65 and will access via a 20' wide ingress/egress and utility easement. A driveway permit will be required to insure that the proposed driveway and private roadway are compliant with adopted standards (Attachments #7, pages 89-91, and #9 Site Plan Sheet Z-2).

Setbacks:

With the exception of setback to properties containing residences, the proposed tower complies with the setback requirements of Section 5800, Communication Towers (Attachment #4, pages 5-14). Only one (1) property is impacted. Sheet Z-1 of the Site Plan also lists setbacks (Attachment #9)

Table 2. REQUIRED AND PROPOSED SETBACKS FOR COMMUNICATION TOWERS

Direction	Required Setback	Proposed Setback
North	Sufficient so that failure will not create a safety hazard (Sub. 5809.D)	634'±
East	Sufficient so that failure will not create a safety hazard (Sub. 5809.D)	1,223'±
South	Sufficient so that failure will not create a safety hazard (Sub. 5809.D)	791'±
West: Must be located 2X the height of the tower from County right-of-way.	500'	1,418'±
West: Distance to Rural Residential (RR) Future Land Use (Sub. 5807.1)	0.50 of a mile	0.60± of a mile (Attachment #8, Site Plan Sheet Z-1.1)
Northwest: Proposed deviation to reduce the setback from property lines of parcels of land in which a residence is located.	1,750' (7X the 250' height of tower)	1,549' (Attachment #8, Sheet Z-1.1)

Section 5800 Communication Towers of the Land Development Code; Boundary & Topographic Survey Sheet 1 of 4the Plan Set. Setbacks are measured from the centerline of the tower.

Environmental:

The proposed tower site is located within an area that has been previously cleared and used for pasture. The site is buffered on the north, east, and west by existing trees and vegetation. The site will not infringe upon wetlands. Trees greater than 20" in diameter at breast height (dbh) will be required to be preserved (Sub. 5405). Subsection 5809.F requires landscaping and buffering around the perimeter of the communication tower site, except that requirements may be waived by the Growth Management Director for those sides of the tower that are located

adjacent to undevelopable lands or land not in the public view (Attachments #4, pages 9-10 and #8, Site Plan Sheet Z-2).

Service Providers, Co-Location, County Properties:

Tarpon Towers has provided a letter indicating that the tower would be available for colocation to all providers (Sub. 5808). The applicant has indicated that they identified fifteen (15) potential candidate parcels for consideration. In addition, the nearest existing tower is 2.8 miles from the subject property (Attachments #7, page 72 and pages 82-89). The County Property Location Map (2015) does not show any County owned properties in the vicinity of the proposed tower (Attachment #5, page 16).

Verizon Wireless has provided a letter of intent to be the initial telecommunication carrier at this facility. Verizon has also performed a radio frequency (RF) compliance pre-construction evaluation from the proposed site and has indicated that the facility will be compliant with FCC guidelines (Attachment #7, pages 82-89).

Criteria for Granting a Deviation from the LDC (Subsection 5811):

The applicant is requesting one (1) deviation from Subsection 5806(A).3 which requires that towers that are lit at night with red lights shall be at least 7X's the height of the tower from property lines of parcels of land in which a residence is located. Pursuant to Subsection 5811 (H) of the LDC, a granting of a deviation from the communication tower requirements may be granted only upon a finding of the Board that the criteria Subsection 5811.H are met (Attachment #4, pages 9-10). See Attachment #6 for the applicant's entire response to the criteria for approval of a deviation as summarized below (Attachment #16, pages 16-20):

1. *"The deviation will not be detrimental to the public good or the surrounding properties.*

   Agent Response: "*As demonstrated on the site plans, the tower is located in the least intrusive location on the east side of the parent parcel, 1,549 feet from the adjacent property to the northwest. The location and design of the tower is compatible with the area.*"

2. *The location of existing uses, structures or other features on or adjacent to the property create a need for the deviation.*

   Agent Response: *"As demonstrated on the site plans, the tower is located in the least intrusive location on the east side of the parent parcel, 1,549 feet from the adjacent property to the northwest. The parent parcel is utilized for agricultural purposes. The proposed location also avoids impacting the on-site agriculture uses."*

3. *The deviation sought is the minimum necessary to address the need for the deviation, subsequent subject to exploring all reasonable siting alternatives.*

   Agent Response: *"As demonstrated on the site plans, the tower is located in the least intrusive location on the east side of the parent parcel, 1,549 feet from the adjacent property to the northwest. This is the minimum possible deviation from the strict requirement of the Land Development Code."*

The proposed deviation reduces the setback adjacent to only one (1) property containing a residence. While the setback to the property line is proposed at 1,549' the actual residence is setback at +.50 of a mile from the proposed tower site (Attachment #3, page 3).

4. *The location of the proposed communication tower in relation to existing structures, trees and other visual buffers shall minimize to the greatest extent reasonably practical under the circumstances any impacts on affected residentially developed properties or parcels designated as Rural Residential on the land use map.*

   Agent Response: *"As demonstrated on the site plans, the tower is located in the least intrusive location on the east side of the parent parcel, 1,549 feet from the adjacent property to the northwest. There is extensive tree canopy between the proposed site and adjacent properties which will minimize any impact."*

5. *The communication tower will be compatible to the greatest extent possible, with the existing contiguous uses or compatible with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating effects of any existing or proposed landscaping, fencing or other structures in the area, the proximity of the communication tower to existing or proposed building or structures and similar factors."*

   Agent Response: *"As demonstrated on the site plans, the tower is located in the least intrusive location on the east side of the parent parcel, 1,549 feet from the adjacent property to the northwest. The proposed site meets the RF engineer's coverage gap criteria for the area. The location and design of the tower is compatible with the area and consistent with the intent of the Comprehensive Plan and the underlying future land use designation."*

Citizen's Growth Management and Planning Bill of Rights Meeting and Public Notice:

A Citizen's Growth Management and Planning Bill of Rights (CBOR) Meeting was held on Friday, February 7, 2020 at the Gadsden County Library located at 732 Pat Thomas Parkway, Quincy, FL. There was one (1) attendee who lives outside within the 0.50 notice range. The requirements of the CBOR were discussed (Attachment #7, pages 101-102).

The public notice requirements of Subsection 1304 of the LDC have been met: An advertisement has been posted in the three (3) local papers; a public hearing notice has been mailed to all property owners within 1000 feet of the property; and, a sign has been posted.

Options:

1. Recommend approval of the Greensboro East, SR 65 Communications Tower Conceptual/Preliminary Site Plan (SP-2020-02) with one deviations on Tax Parcel ID #3-19-2N-4W-0000-00130-0000 and deviation with the following conditions and based on the findings provided in this agenda request and testimony provided at the public hearing:

   a. Approve the deviation to reduce the setback for towers that are lit at night with red lights to 1,549' from the property lines of the twenty (20) acre parcel with a residence.

b. Provide a landscaping plan (Sub. 5809 and 5811).

c. Verify that no trees 20" dbh or greater are to be removed or impacted by the proposed communication tower development.

d. Provide an executed copy of the Title Opinion Policy.

e. On Sheet T-1, add a signature block, as provided with the application.

f. On Sheet T-1 delete 'Zoning Drawings' and replace with 'Class II, Conceptual and Preliminary Site Plan'.

2. Recommend denial of the to allow a 250' foot Self Supporting Lattice Tower Greensboro East, SR 65 Communications Tower Conceptual/Preliminary Site Plan (SP-2020-02) based on findings of fact provided in this report, Subsection 5811.H Criteria for Deviations from the Standards Contained in this Section, or by testimony given at the public hearing.

3. Discretion of the Planning Commission.

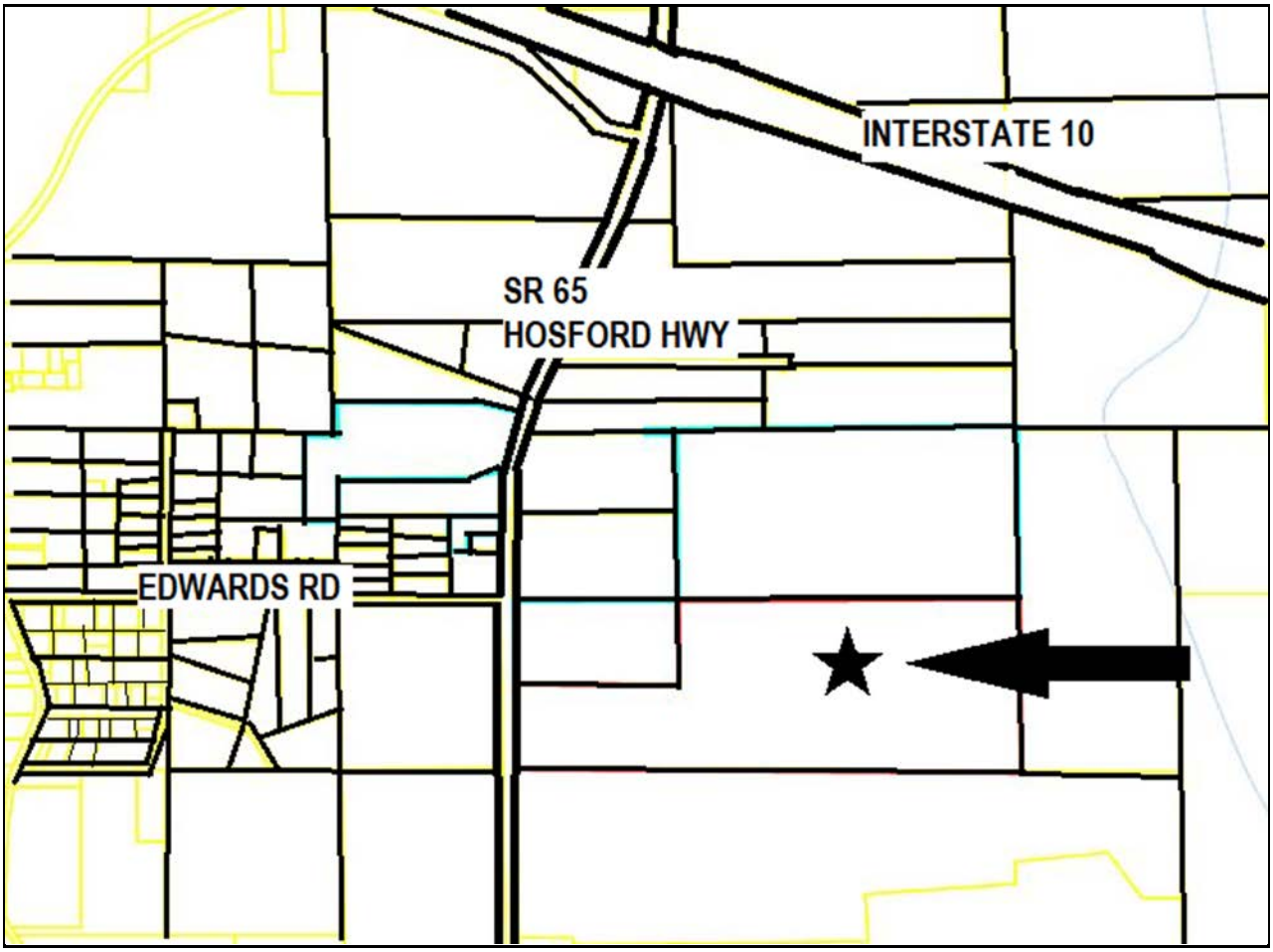
Planning Recommendation:

Option #1

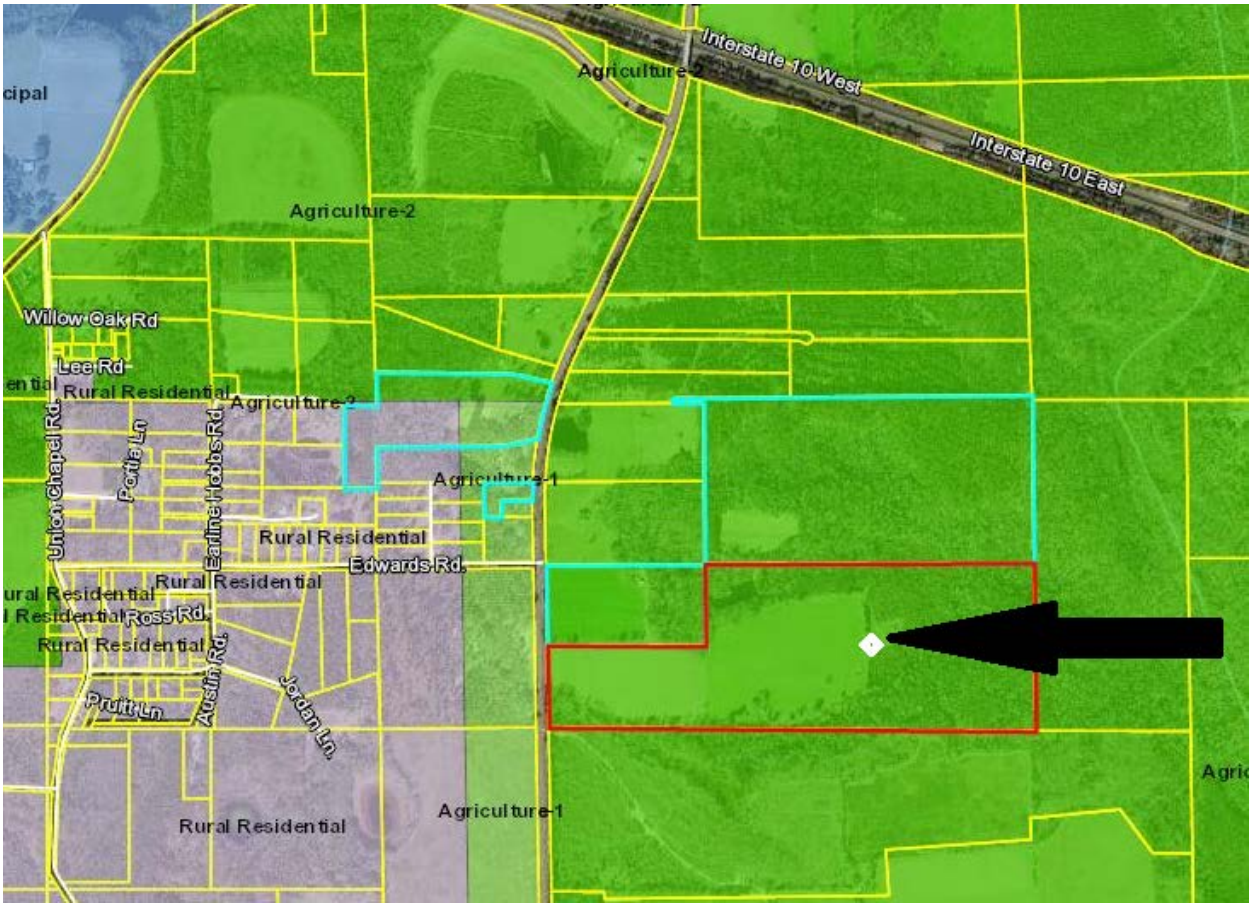
Attachments:

1. Location Map
2. Future Land Use Map
3. Setback Maps – Setbacks from Property Lines with Residences and from Rural Residential
4. Section 5800, Communication Towers
5. Gadsden County Owned Lands Map (2015)
6. Response to Request for Requirements and Deviation Justification
7. Application with Attachments
8. Site Plan (Pages not numbered)
9. DRC Comments - Talquin

LOCATION MAP



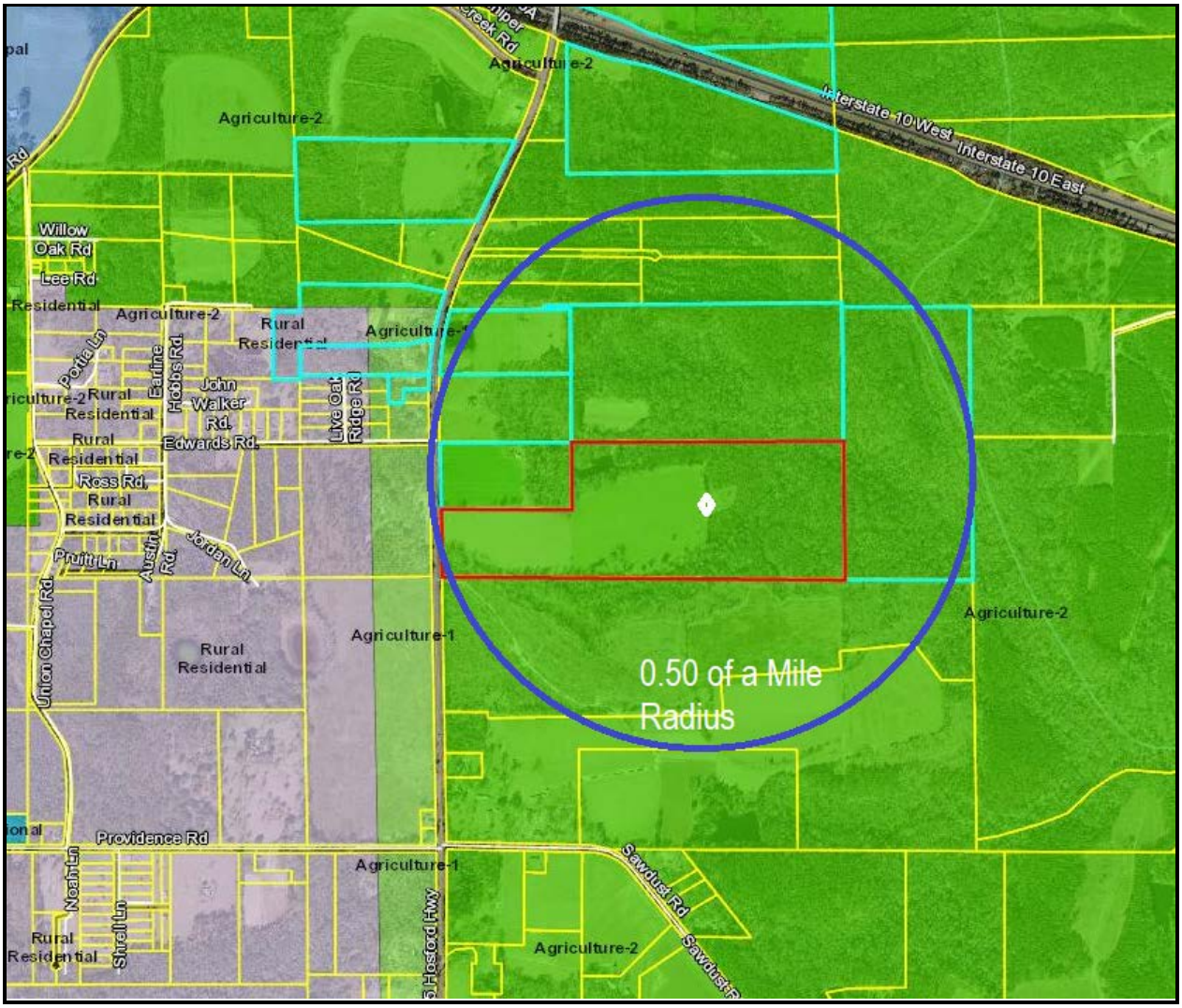
FUTURE LAND USE MAP



SETBACK FROM PROPERTY LINE OF PARCELS WITH A RESIDENCE

0.50± of a Mile Setback from Rural Residential

(Not to Scale)



SECTION 5800. Communication Towers

Subsection 5801. Purpose and intent. Gadsden County has on many occasions and with increasing frequency been confronted with requests to site communication towers and antennas. Prior to adoption of this ordinance, the Land Development Code contained no provisions specifically related to siting communication towers and antennas. It is the intent of this ordinance to promote the health, safety and general welfare of the citizens of Gadsden County by regulating the siting of communication towers and antennas. It is also the purpose and intent of this ordinance to provide guidance to communication service providers in finding areas where communication towers may be sited. Accordingly, the County finds that the promulgation of this ordinance is warranted and necessary to accomplish the following purpose.

A. To direct the location of communication towers and antennas within the unincorporated area;

B. To protect residential areas and land uses from potential adverse impacts of communication towers;

C. To reduce adverse visual and aesthetic impacts of communication towers through careful design, siting, landscaping and innovative aesthetic mitigation;

D. To accommodate the growing needs for communication towers;

E. To promote and require shared use/co-location of existing and new communication towers as the preferred option rather than construction of single-use towers;

F. To consider the public health and safety of communication towers;

G. To avoid or reduce potential damage to adjacent properties from the perspective of public safety, from tower failures through engineering and careful siting of tower structures.

H. To provide guidance and certainty for communication service providers in finding areas where communication towers may be sited.

I. To strongly encourage and provide incentives for camouflaged towers where and when appropriate.

(Ord. # 1997-002, 11-18-97) (Ord. # 2001-008, 8-7-01)

Subsection 5802. Applicability. All new communication antennas and communication towers in the County shall be subject to these siting and location regulations and all other applicable building and construction codes. In the event of

any conflict between other land use regulations and the regulations contained in this Section, the provision of this section shall override and supersede such other regulations unless otherwise specifically set forth herein.

It is the intent of this ordinance to further the County's communication needs while respecting the visual and physical environment. Permits will be granted for valid Radio Frequency solutions for telecommunications service providers. Tower companies will not be granted permits without a letter of commitment from a first use telecommunications carrier. "Spec" towers, or towers with no confirmed clients, will not be permitted.

(Ord. #1997-002, 11-18-97; Ord. #2001-008, 8-7-01)

Subsection 5803. Exemptions. The provisions of this section shall not apply to: Communication antennas and monopole communication towers not subject to lighting requirements under FCC regulations, which are located on property, rights-of-way or easements owned by the Gadsden County Board of County Commissioners.

(Ord. # 1997-002, 11-18-97; Ord. #2001-008, 8-7-01)

Subsection 5804. Existing communication towers and existing communication antennas.

A. All communication towers existing of the effective date of this ordinance, shall be allowed to continue to be used as they presently exist. Routine maintenance (including modifications to accommodate the co-location of an additional user or users) shall be permitted on such existing towers. As a condition for receiving a permit for work on an existing tower, the existing tower's capacity must be increased to provide for co-location. If the existing tower already provides capacity for or actual co-location, then this requirement is not necessary. New construction, other than routine maintenance and modifications to accommodate co-location on an existing communication tower, shall comply with the requirements of this Ordinance. Routine maintenance shall not include any activity that includes structural changes.

B. For purposes of this Section, a communication tower that has received final approval as either special exception approval or a building permit, but has not yet been constructed shall be considered an existing tower so long as such approval is valid and unexpired as of the effective date of this ordinance.

(Ord. # 1997-002, 11-18-97) (Ord. # 2001-008, 8-7-01)

Subsection 5805. Location.

A. Land Use Category. A communication tower may be located in the following

land use categories as a use-by-right and shall not be subject to review by the Planning Commission or the Board of County Commissioners so long as it meets the requirements of this Code.

1. Commercial
2. Industrial
3. Agriculture 1
4. Agriculture 2
5. Agriculture 3

Prior to approval of any location after the effective date of this ordinance, the applicant must demonstrate that all opportunities have been exhausted without success to locate the communication equipment on 1) public lands owned by the Gadsden County Board of County Commissioners (public lands owned by the Gadsden County Board of County Commissioners are exempt from the location requirements for tower sites if the tower is originated by the BOCC); 2) existing towers; 3) water towers; 4) public buildings. Once the preceding has been fulfilled without success, the following will apply.

B. Restrictions on Use by Right: A communication tower may locate in the above five (5) land use categories, unless the following conditions apply:

1. The subject property is located within 0.50 miles of land that is designated Rural Residential on the land use map. A communication antenna or communication tower that is less than or equal to fifty feet (50') shall be permitted within the residential protection zone.

2. The subject property is within 0.50 miles of a parcel of land or a structure designated as Historic on the County Future Land Use Map. A communication antenna or communication tower that is less than or equal to fifty feet (50') shall be permitted within the historic protection zone.

3. A communication antenna may be located on an existing non-residential structure, provided the communication tower or communication antenna does not extend more than fifty feet (50') above the existing structure. Such structures may include, but are not limited to non-residential buildings, water towers, existing communication towers, recreation light fixtures and other public utility structures. Communication antennas that are located on the previously listed non-residential structures are not subject to the location criteria.

4. Communications towers may not locate closer than 2X the tower height from any County right of way, except as listed in Subsection 5807.

(Ord. # 1997-002, 11-18-97; Ord. # 2003-006, 8-19-03; Ord. # 2001-008, 8-7-01)

Subsection 5806. Location of communication towers and their proximity

to parcels of land with residences.

A. Setbacks. Regardless of the land use category in which a communication tower is located, the tower shall meet the following standards regarding their location to parcels of land that have homestead exemption.

1. Camouflaged towers shall be permitted within 2X's the height of the tower from residential property lines within which there are residential structures.

2. Tower's that are not lit shall be at least 5x's the height of the tower or four-hundred and fifty feet (450'), whichever is greater, from the property lines of the parcels of land in which a residence is located.

3. Tower's that are lit at night with red lights shall be at least 7x's the height of the tower from property lines of parcels of land in which a residence is located.

4. Tower's shall not be lit at night with white lights.

5. Property owners' with tracts of land that are designated Agriculture on the county Future Land Use Map and who are petitioning the county for tower sites shall be exempt from the distance requirements as they apply to their individual residences.

B. Measurement. Distances shall be measured from the center of the base of the communication tower to the property line.

(Ord. # 1997-002, 11-18-97; Ord. # 2001-008, 8-7-01; Ord. # 2003-006, 8-19-03)

Subsection 5807. Location of communication towers and their proximity to Interstate 10, US 27, US 90, SR 267 and SR 12. If a tower is to be located adjacent to the above referenced roadways, then the tower shall be subject to criteria A. above and shall be located no closer than 3X's the height of the tower to the leading edge of the ROW.

(Ord. # 2001-008, 8-7-01)

Subsection 5808. Co-location. Limiting unnecessary communication towers while providing service required by the market is important to Gadsden County. Therefore, to implement this objective, planning for additional capacity on existing and new towers is mandatory. All permits for structural changes on towers existing prior to the effective date of this ordinance and for all towers built after the effective date of this ordinance shall be conditioned on the applicant providing for co-location. Prior to receiving approval for a new tower after the effective date of this ordinance, the applicant will be required to sign an agreement with the County agreeing that the applicant will permit co-location of additional providers' communication equipment.

If the communication tower is 180 feet or lower, then co-location shall be provided for at least one other communication service provider. If the tower is greater than 180 feet, then co-location shall be provided for two or more additional communication service providers.

(Ord. #1997-002, 11-18-97) (Ord. #2001-008, 8-7-01)

Subsection 5809. Design standards.

A. Maximum Height. Not withstanding anything to the contrary in the Gadsden County Land Development Code, the maximum height of communication towers shall be two-hundred fifty feet (250'), except in the Agriculture 1 category, where no communication tower shall be greater than 150 feet in height. Measurements of communication tower height shall include the base pad, and other appurtenances and shall be measured from the natural grade of the tower site. The relationship between height and co-location shall apply as included in the section above.

B. Illumination. Communication towers lighting shall not shine on the ground or be directly visible from a residence to assure human safety or as required by the Federal Aviation Administration (FAA). Lighting shall be designed to be shielded from being directly visible from residences within the location proximities listed in criteria F above.

C. Finished Color. Communication towers not requiring FAA painting/marking shall have either a galvanized finish or painted sky blue, gray or black finish.

D. Structural Design. Communication towers shall be designed and constructed to ensure that the structural failure or collapse of the tower will not create a safety hazard, according to latest EIA/TIA standards, to adjoining properties. Communication towers shall be constructed to the EIA/TIA standards as published by the Electronic Industries Association, all applicable Building codes and as determined necessary by the Building Official. All improvements to any existing communication towers shall meet all current construction standards.

E. Fencing. A minimum six foot (6') fence or wall shall be required around all communication tower sites. Access to the communication tower shall be through a locked gate.

F. Landscaping. The following landscaping and buffering shall be required around the perimeter of the communication tower site, except that the requirements may be waived by the Growth Management Director for those sides of the communication tower that are located adjacent to undevelopable lands or land not in the public view. Landscaping shall be installed on the outside of the fence. Further, existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute for or as a

credit toward meeting the landscaping requirements.

1. A row of shade trees a minimum of six feet (6') tall and a maximum of ten feet (10') apart shall be planted around the perimeter fence.

2. A continuous hedge at least thirty inches (30") in height at planting and capable of growing to at least thirty-six inches (36") in height within eighteen (18) months shall be planted on the outside of the perimeter fence.

3. All landscaping shall be of the evergreen, native species varieties.

4. All landscaping shall be xeriscape tolerant or irrigated and properly maintained to ensure good health and viability.

5. Regular maintenance of landscaping shall rest with the owner of the tower.

G. Advertising. No advertising shall be permitted on the communication tower or communication tower site.

H. Coverage. Tower coverage areas will be designed to provide maximum service to the local area possible for the site. Single purpose coverage towers, e.g., towers designed for Interstate service only, will not be permitted.

(Ord. # 1997-002, 11-18-97; Ord. # 2001-008, 8-7-01; Ord. # 2003-006, 8-19-03)

Subsection 5810. Camouflaged Towers. Camouflaged communication towers are encouraged in all land use categories, except the Rural Residential land use category. To provide an incentive for camouflaged tower's the following shall apply:

A. Design. Camouflaged communication towers on buildings must be disguised to appear as an accessory structure that is normally associated with the principal use occupying the property. Other camouflaged communication towers must be disguised to blend in with other facilities on the property or existing vegetation. Examples of camouflaged communication towers would be a communication towers constructed in the form and shape of a tree to be part of a forested area, or a tower constructed to appear to be a component of a bell or clock tower on sites with compatible buildings or a component of a church steeple on sites with churches.

B. Finish and Lighting. Surface finish, paint/ or markings alone are insufficient to qualify for a determination as a camouflaged communication tower. Camouflaged towers shall not be lit. Camouflaged towers shall be one-hundred fifty feet (150') in height or less.

C. Use by Right. Camouflaged communication towers shall be permitted as a

use-by-right in all land use categories (except Rural Residential) regardless of the location standards set forth in this ordinance.

D. Type of Review. Camouflaged communication towers shall be processed as a Class I land use and a Type I review.

E. Setbacks. Camouflaged towers shall be permitted within 2X's the height of the tower from residential property lines within which there are residential structures.

(Ord. # 2003-006, 8-19-03)

Subsection 5811. Procedures. The following procedures shall be followed for the application and approval process for all new communications towers covered by this ordinance.

A. Pre-application Conference. A pre-application conference as outlined in the Gadsden County Land Development Code shall be required.

B. Location review. All requests for communication towers and communication antenna shall be processed as a Type I Land Use. A decision to deny an application for the siting of a communication tower or communication antenna shall be in writing. No location for placement, construction or modification of a communication tower or communication antenna shall be regulated based on the environmental effects of radio frequency emissions to the extent that the communication tower and communication antennas comply with the FCC regulations concerning such emissions. Site plan requirements pursuant to the Gadsden County Land Development Code shall be followed. Applicants requesting communication tower sites must demonstrate that the location criteria are met.

D. Certification of Compliance with FCC (NIER) Standards. Prior to receiving final inspection, the applicant shall certify in writing submitted to the Growth Management Department that the communication tower complies with all current FCC regulations for non-ionizing electromagnetic radiation (NIER) and that the radio frequency levels meet the American National Standards Institute (ANSI) C95 guidelines for public safety. The Growth Management Director shall indicate on the site plan approval that this certification has been received.

E. Site Plan requirements. Prior to any approval of a communication tower site, a site plan consistent with the requirements of Chapters 5 and 7 of the Gadsden County Land Development Code shall be submitted by the applicant for Department approval.

F. Deviations from standards in this section. Deviations from the requirements of this code shall be processed as Class II land uses and reviewed according

to the criteria contained in the Gadsden County Land Development Code, and as described below.

G. Supplemental Information Required for Deviations from the Standards in this Section. The following information shall be included with all applications requesting deviations from the standards contained in this section. The applicant may use any combination of site plans, surveys, maps, technical reports or written narratives necessary to convey the following information:

1. A scaled site plan clearly indicating the tower site, type and height of the proposed tower, the location of the accessory building, on-site land uses and land use category, adjacent land use categories, adjacent roadways, proposed means of access, distances from property lines, elevation drawings of the proposed communication tower, and any other proposed structures.

2. A current aerial map, as maintained by the Gadsden County Property Appraiser's Office, showing the location of the proposed communication tower.

3. A legal description of the parent tract and tower site.

4. If the proposed communication tower site meets the required minimum distance from residential lot lines, the approximate distance between the proposed tower and the nearest residential lot line, platted residential properties, or unplatted residential properties. If the proposed tower does not meet the minimum distance requirements, then exact distances, locations and the identification of said properties shall be shown on the land use map.

5. A landscape plan showing specific landscape materials.

6. The method of fencing, finished color and if applicable, the method of aesthetic mitigation and illumination.

7. If the applicant is not co-locating on the proposed communication tower of another provider, evidence that it has made diligent but unsuccessful efforts to co-locate its antenna and associated equipment on an existing structure.

8. Evidence that the applicant has made diligent but unsuccessful efforts to locate the proposed communication tower on suitable government-owned property.

9. The written consent by the applicant that any deviations from the standards in this section shall be conditioned upon requiring the applicant

to a) construct the proposed tower to provide sufficient excess capacity over the initial loading and b) permit at least two (2) other comparable communication provider to use the proposed tower where feasible and subject to reasonable terms. The term *where feasible*, as it applies to co-location means that utilization of a communication tower by another party would, at the time of such utilization, comply with sound engineering principles, would not materially degrade or impair the communication tower's utilization by the existing user(s), would not unduly burden the tower structurally and would not otherwise materially and adversely impact the existing user(s). *Reasonable terms* for use of a communication tower that may be imposed by the owner include a requirement for reasonable rent or fees, taking into consideration the capital cost of the communication tower and land, the incremental cost of designing and constructing the tower to accommodate the additional users, increases in maintenance expenses relating to the communication tower and a fair return on investment, provided such amounts are also consistent with rates paid by other co-locators at comparable communication tower sites;

10. With respect to deviations only, certification by the applicant that the proposed communication tower shall not be considered if it is possible to serve the same areas within additional smaller towers that meet the criteria in E - P above and is necessary to serve an adjacent or nearby residential area or areas.

11. If the applicant is requesting a deviation from the standards of this Code, then a camouflaged tower may be used to fulfill compatibility concerns by the County. The camouflaging technique shall be consistent with the definition included in this code and approved by the Board of County Commissioners.

H. Criteria for Deviations from the Standards Contained in this Section. A deviation from the requirements of this ordinance may be granted only upon a finding by the Board of County Commissioners that the following are met:

1. The deviation will not be detrimental to the public good or to the surrounding properties.

2. The location of existing uses, structures or other features on or adjacent to the property create a need for the deviation.

3. The deviation sought is the minimum necessary to address the need for the deviation, subsequent subject to exploring all reasonable siting alternatives.

4. The location of the proposed communication tower in relation to existing structures, trees and other visual buffers shall minimize to the greatest

extent reasonably practical under the circumstances any impacts on affected residentially developed or parcels designated as Rural Residential on the land use map.

5. The communication tower will be compatible to the greatest extent possible, with the existing contiguous uses or compatible with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating affects of any existing or proposed landscaping, fencing or other structures in the area, the proximity of the communication tower to existing or proposed buildings or structures and similar factors.

6. The strict application of the requirements of this section will constitute a substantial hardship to the applicant.

7. The granting of the deviation is consistent with the general intent and purpose of the Comprehensive Plan.

(Ord. # 1997-002, 11-18-97) (Ord. # 2001-08, 8-7-01)

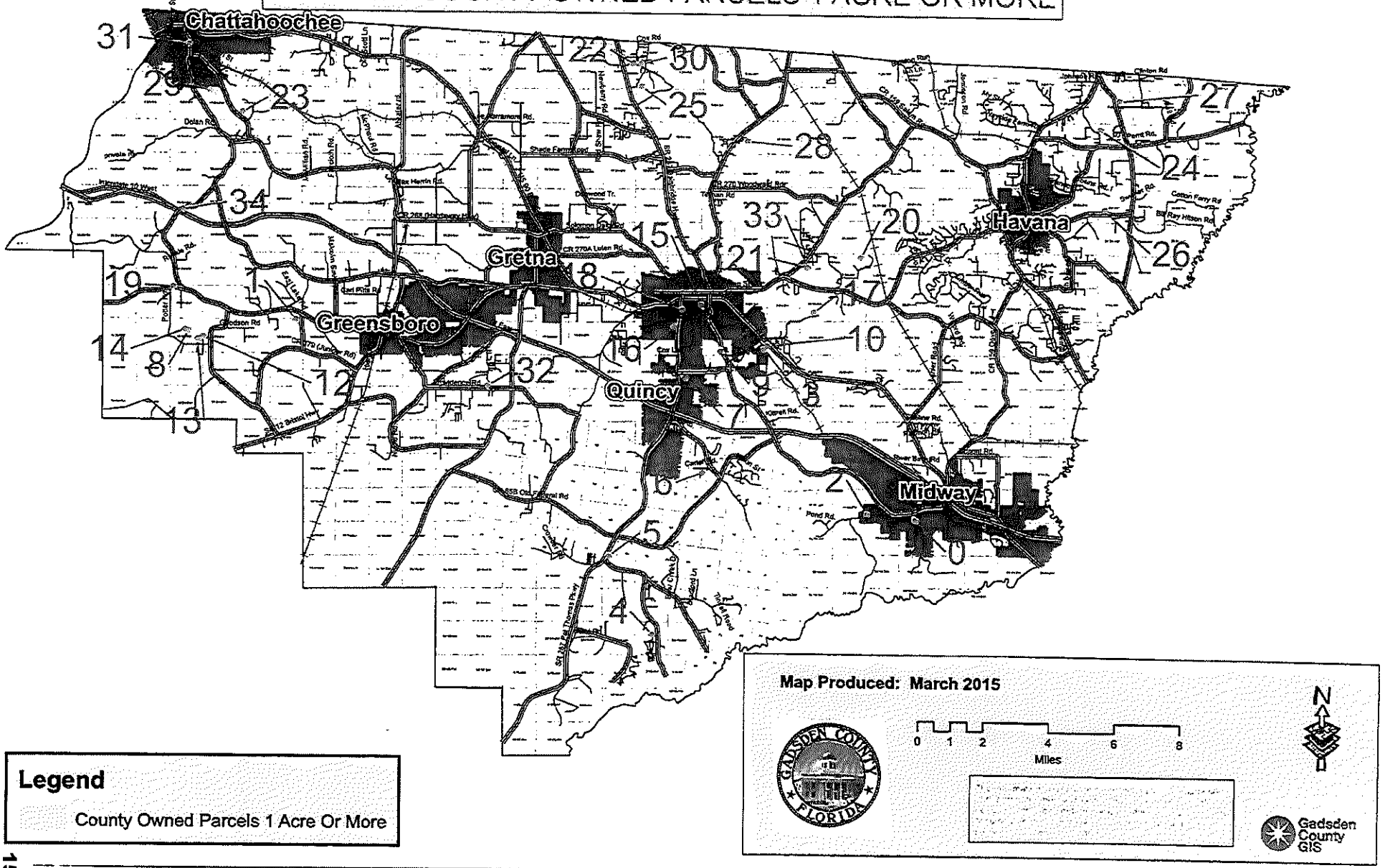
Subsection 5812. Abandonment. In the event the use of any communication tower has been discontinued for one hundred eighty (180) consecutive days, the communication tower shall be deemed to be abandoned. Determination of the date of abandonment shall be made by the Director of Growth Management (or his/her designee), based upon documentation and/or affidavits from the communication tower owner/operator regarding the issue of communication tower usage. Upon the Director's determination of such abandonment, the owner/operator of the communication tower shall have an additional one hundred eighty (180) days to:

A. Reactivate the use of the communication tower or transfer the communication tower to another owner/operator who makes actual use of the communication tower; or

B. Dismantle and remove the tower.

(Ord. # 2001-008, 8-7-01)

GADSDEN COUNTY OWNED PARCELS 1 ACRE OR MORE



Hopping Green & Sams
Attorneys and Counselors

April 16, 2020

VIA EMAIL

Jill Jeglie
Gadsden County
Planning and Community Development
1-B East Jefferson Street
Quincy, FL 32353
jjeglie@gadsdencountyfl.gov

RE: Response to Comments on Site Plan Application for New 250 ft. Telecommunications Tower & Facility.
FL 1778 - Greensboro East

Dear Ms. Jeglie:

We received your comments by email on March 19, 2020 from your review of the Class II, Type 11 Site Plan Application for Greensboro East telecommunications tower submitted by Tarpon Towers II, LLC on March 4, 2020. Presented below are your comments, as received, and responses on behalf of the applicant.

1. The applicant will sign an agreement with the County agreeing that the application will permit co-location of additional providers' communication equipment (Sub. 5808).

   RESPONSE: Included as Tab 8 in the application submittal is a statement, signed by the Applicant, committing to permit co-location of additional providers' communication equipment. This document meets the requirements of Land Development Code Subsection 5808.

2. The applicant shall provide a letter of commitment from the first use telecommunications carrier (Verizon) (Sub. 5808). (This can be a condition to be resolved prior to signing of the plans. I see the RFE Coverage and Capacity Letter from Verizon.)

   RESPONSE: Correct. Verizon Wireless will be the initial telecommunications carrier at this facility. Included with the application is a radio frequency analysis report from Verizon indicating the need for coverage and capacity expansion in the area. If necessary, the applicant can provide a separate letter of commitment from Verizon prior to signing of the plans.

3. The applicant shall demonstrate that all opportunities have been exhausted without success to local the communication equipment on 1) public lands owned by the Gadsden County Board of County Commissioners (public lands owned by the Gadsden County Board of County Commissioners are exempt from the location requirements for tower sites if the tower is originated by the BOCC); 2) existing towers; 3) water towers; 4) public buildings prior to proceeding (Sub 5805. Location).

RESPONSE: Included as Tab 7 in the application submittal is a site selection report. As demonstrated in the report, the application exhausted the options listed above without success. Within the applicable search area there are no public lands owned by Gadsden County Board of County Commissioners, no existing towers, no water towers, and no public buildings suitable for the proposed communication equipment.

4. An analysis on how the application addresses the Criteria for Deviation as it relates the deviation request.

RESPONSE: The applicant is requesting one deviation from the Land Development Code.

Requested deviation: Subsection 5806(A)(3) requires that towers that are lit at night with red lights shall be at least 7 times the height of the tower from property lines of parcels of land in which a residence is located. As the proposed tower will be 250' in height, the setback distance would be 1,750 feet. The proposed tower is located 1,549 feet from the adjacent property to the northwest which requires a deviation.

Section 5811(H) lists 7 Criteria for Deviations. Each criteria is addressed in turn below:

1. The deviation will not be detrimental to the public good or to the surrounding properties.

Response: As demonstrated on the site plans, the tower is located in the least intrusive location on the east side of the parent parcel, 1,549 feet from the adjacent property to the northwest. The location and design of the tower is compatible with the area.

2. The location of existing uses, structures or other features on or adjacent to the property create a need for the deviation.

Response: As demonstrated on the site plans, the tower is located in the least intrusive location on the east side of the parent parcel, 1,549 feet from the adjacent property to the northwest. The parent parcel is utilized for agricultural purposes. The proposed location also avoids impacting the on-site agricultural uses.

3. The deviation sought is the minimum necessary to address the need for the deviation, subsequent subject to exploring all reasonable siting alternatives.

Response: As demonstrated on the site plans, the tower is located in the least intrusive location on the east side of the parent parcel, 1,549 feet from the adjacent property to the northwest. This is the minimum possible deviation from the strict requirement of the Land Development Code.

4. The location of the proposed communication tower in relation to existing structures, trees and other visual buffers shall minimize to the greatest extent reasonably practical under the circumstances any impacts on affected residentially developed or parcels designated as Rural Residential on the land use map.

Response: As demonstrated on the site plans, the tower is located in the least intrusive location on the east side of the parent parcel, 1,549 feet from the adjacent property to the

northwest. There is extensive tree canopy between the proposed site and adjacent properties which will minimize any impact.

5. The communication tower will be compatible to the greatest extent possible, with the existing contiguous uses or compatible with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating effects of any existing or proposed landscaping, fencing or other structures in the area, the proximity of the communication tower to existing or proposed buildings or structures and similar factors.

Response: As demonstrated on the site plans, the tower is located in the least intrusive location on the east side of the parent parcel, 1,549 feet from the adjacent property to the northwest. The proposed site meets the RF engineer's coverage gap criteria for the area. The location and design of the tower is compatible with existing contiguous uses and the general character and aesthetics of the area.

6. The strict application of the requirements of this section will constitute a substantial hardship to the applicant.

Response: Due to site constraints and the extensive setback requirement, it is impossible to meet the setback requirement without impacting on-site natural features. The strict code requirement constitutes a substantial hardship to the applicant.

7. The granting of the deviation is consistent with the general intent and purpose of the Comprehensive Plan.

Response: As demonstrated on the site plans, the tower is located in the least intrusive location on the east side of the parent parcel, 1,549 feet from the adjacent property to the northwest. The proposed site meets the RF engineer's coverage gap criteria for the area. The location and design of the tower is compatible with the area and consistent with the intent of the Comprehensive Plan and the underlying future land use designation.

I hope the responses above adequately answer the questions and comments raised during your review. Please advise if any additional materials are required. Also, please confirm that your review is complete and date for scheduled public hearings. Thank you for your consideration of this application. I look forward to working with you through the remainder of the approval process. With kind regards, I remain

Sincerely,

Robert C. Volpe
HOPPING GREEN & SAMS

Hopping Green & Sams
Attorneys and Counselors

March 4, 2020

VIA ELECTRONIC AND
OVERNIGHT DELIVERY

Gadsden County
Planning and Community Development
Attn: Jill Jiglie
1-B East Jefferson Street
Quincy, FL 32353

RE: Site Plan Application for New 250 ft. Telecommunications Tower & Facility. FL 1778 - Greensboro East

To Whom It May Concern:

This law firm serves as authorized agent for applicant Tarpon Towers II, LLC ("Tarpon Towers"). On behalf of Tarpon Towers we respectfully submit this application for conceptual/preliminary site plan approval for a 250-foot self-supporting telecommunications tower within a 100-foot by 100-foot leased area enclosed by a 6-foot fence. The tower site is located on the east side Hosford Highway, on tax Parcel ID No. 3-19-2N-4W-0000-00130-0000, a 100-acre tract owned by Calvin Burton Cooksey. The proposed tower site has a land use designation of "Agriculture 2." This proposed tower is known as "FL 1778 - Greensboro East," by the Tarpon Towers, and Verizon Wireless, the wireless carrier on the proposed tower.

Section 5800 of the Gadsden County Land Development Code outlines the requirements for telecommunication towers in Gadsden County. As evidenced by the enclosed application materials, the Greensboro East tower meets the requirements of section 5800.

Tarpon Towers requests one deviation from the Land Development Code:
Subsection 5806(A)(3) requires that towers that are lit at night with red lights shall be at least 7 times the height of the tower from property lines of parcels of land in which a residence is located. The proposed tower is located 1,549 feet from the adjacent property to the northwest. The proposed site meets the RF engineer's coverage gap criteria for the area. The tower is located in the least intrusive location on the east side of the parent parcel. The location and design of the tower is compatible with the area.

Gadsden County Citizen's Growth Management and Planning Bill of Rights:
Tarpon Towers held a Citizen's Bill of Rights meeting on Friday, February 7, 2020, at the Gadsden County Public Library, 732 S. Pat Thomas Parkway, Quincy, Florida from 5:00pm to 6:00pm. There was one member of the public in attendance. The citizen had no concerns regarding the tower, but merely attended the meeting to observe the Citizen's Bill of Rights meeting process. Documents from the meeting are included in the application materials.

Enclosed with this letter and the application fee of $625 are the following tabbed materials:

1. Class II, Type II Site Plan Application Form
2. Authorization to Represent Form
3. Agent of Record Letter
4. Land Lease Agreement
5. Title Opinion
6. Site Plans including Boundary Survey and Legal Description
7. Tower Site Candidate Analysis
8. Statement of Intent to Provide Colocation
9. FAA Determination of No Hazard to Air Traffic Letter
10. FCC Radio Frequency Analysis
11. FCC Interference Analysis
12. Radio Frequency Engineering Coverage and Capacity Analysis
13. Application for Concurrency Review
14. Gadsden County Citizens Growth Management and Planning Bill of Rights Neighborhood Plan

Please advise if any additional materials are required. Otherwise and on behalf of the landowner and Tarpon, I look forward to working with the Department staff in advancing this application to consideration by the Board of County Commissioners. With kind regards, I remain

Sincerely,

Robert C. Volpe
HOPPING GREEN & SAMS

Enclosures

SITE PLAN APPLICATION

GREENSBORO EAST- FL 1778
GADSDEN COUNTY, FLORIDA

PREPARED FOR:

TARPON TOWERS II, LLC
1001 3RD AVENUE WEST, SUITE 420
BRADENTON, FL 34205

PREPARED BY:

HOPPING GREEN & SAMS, P.A.
119 S. MONROE STREET, SUITE 300
TALLAHASSEE, FLORIDA 32301
850-222-7500

MARCH 2020

TABLE OF CONTENTS

1. Class II, Type 11, Site Plan Application Form
2. Authorization to Represent Form
3. Agent of Record Letter
4. Land Lease Agreement
5. Title Opinion
6. Site Plans including Boundary Survey and Legal Description
7. Tower Site Candidate Analysis
8. Statement of Intent to Provide Collocation
9. FAA Determination of No Hazard to Air Traffic Letter
10. FCC Radio Frequency Analysis
11. FCC Interference Analysis
12. Radio Frequency Engineering Coverage and Capacity Analysis
13. Application for Concurrency Review
14. Gadsden County Citizens Growth Management and Planning Bill of Rights Neighborhood Plan:
    a. CBOR Submittal Requirements Check List
    b. Notice of Citizen's Bill of Rights Meeting, February 7, 2020
    c. Mailing List of Property Owners within 0.50 mile
    d. Mailing receipt
    e. Legal Advertisement
    f. Sign-In Sheet
    g. Minutes from CBOR Meeting

1. Class II, Type 11, Site Plan Application Form

Gadsden COUNTY
PLANNING AND COMMUNITY DEVELOPMENT

1-B East Jefferson Street, Post Office Box 1799, Quincy, FL 32353-1799
Phone: (850) 875-8663 Fax: (850) 875-7280
E-mail: planning@gadsdencountyfl.gov Web site: www.gadsdengov.net

Class II, Type 11 Site Plan

x Conceptual/Preliminary ____ Conceptual ____ Preliminary

1. APPLICANT/OWNER
NAME (Print): Tarpon Towers II, LLC (Applicant)
CONTACT PERSON (If Corporation): Brett Buggeln
ADDRESS: 1001 3rd Avenue West, Suite 420
CITY: Bradenton STATE: FL ZIP: 34205
TELEPHONE: (941) 757-5010 E-MAIL: BBuggeln@TarponTowers.com

2. AUTHORIZED REPRESENTATIVE NAME: Robert Volpe, Hopping Green & Sams
ADDRESS: 119 S. Monroe Street, Suite 300
CITY: Tallahassee STATE: FL ZIP: 32301
TELEPHONE: (850) 222-7500 E-MAIL: rvolpe@hgslaw.com

3. Parcel Identification Number 3-19-2N-4W-0000-00130-0000

4. Land Use Category: Agriculture-2 Existing Use: Agriculture

5. Project Description: 250' Self-supported Communication Tower
Total Parcel Area: 100 acres Total Development Area: 0.23 acres
Number of Buildings: n/a Gross Floor Area: n/a Floor Area Ratio: n/a
Number of Stories: n/a Height: 250' Area in Wetlands: none
Area of Stormwater Facilities: n/a Impervious Surface Area: de minimus
Number of Seats for Restaurants or other places of Assembly: n/a
Parking & Driveway Area Paved: n/a Unpaved Parking Area: n/a
Number of Parking Spaces: n/a Number of Handicapped Spaces: n/a

6. NFIP# 12039C-0225C Flood Zone: X (Label and Locate on plans.)

7. The following plans and documents are required to complete this application for review (also see County Land Development Code (LDC) Chapter 5, Subsections 5207 and 5208 and Chapter 7, Subsection 7102 (Level I) or Subsection 7103 (Level II)):

a. x Two copies of this application with fee ($400) plus concurrency, if applicable.

b. x Six (6) Folded Preliminary Site Plan 24" x 36" prints, **2 signed and sealed** (copies must include the signature and seal), and **a .pdf copy (electronic copy).** Plans shall addressing the requirements of the LDC (See Sub.5206 & 5207).

c. x An up-to-date survey (signed and sealed) with legal description.

d. x A title opinion (or qualifying deed) with legal descriptions (See Sub. 7103.C of the LDC) .

e. x Indicate FEMA Flood Zones/special flood hazard areas and environmental resources (wetlands, streams, creeks, etc.) and setbacks to be protected on plans, as applicable.

f. X Authorization to Represent, if applicable.

g. n/a Two (2) copies of an Environmental Impact Assessment per County Land Development Code Section 5400, if applicable.

h. X Two (2) copies of a Certified Tree Survey as required per Subsection 5404.B.3 for protected trees, as applicable. Protected trees (greater than 20" diameter) must be shown on site plans.

i. X The completed Concurrency Review Application and traffic analysis, if applicable.

I hereby certify that the information contained in this application is correct and accurate and that I am either the sole property owner of the subject property, or am the authorized representative of the property owner(s) in all regards pertaining to this application pursuant to proof and/or attached authorization.

_____ I AM THE OWNER.

X I AM THE LEGAL REPRESENTATIVE OF THE OWNER (Attach Authorization to Represent) of the property described which is the subject matter of this application.

Signature of Owner or Authorized Representative

The foregoing instrument was acknowledged before me this 4 day of March 20, by Robert Volpe who is personally known to me, or has produced _____ as identification and who did (did not) take an oath.

By Robert Volpe
Print (Owner or Authorized Representative)

SEAL:

Notary Signature

Notary Printed Name

INA C. BRUCE-ABDRABU
MY COMMISSION # GG 104204
EXPIRES: May 14, 2021
Bonded Thru Notary Public Underwriters

Commission Number: _____

2. Authorization to Represent Form

Gadsden COUNTY
PLANNING AND
COMMUNITY DEVELOPMENT

AUTHORIZATION TO REPRESENT

If the applicant is not the property owner an 'Authorization to Represent' is required.

This letter serves as notice that on this date: February 12, 20 20

I/We, Calvin Burton Cooksey
(Print name of property owner(s) and/or entity & authorized representative)

Hereby give authorization to,
Tarpon Towers II, LLC, Brett Buggeln
(Print name of authorized representative or entity. Print the name of all individuals representing the entity)

(941) 757-5010 — *Telephone number*
BBuggeln@TarponTowers.com — *E-mail Address*

To apply for an Telecommunication Tower application(s) and all necessary permits as part of the Gadsden County, Florida review process from the Gadsden County Building & Planning & Department for the property described below:

3-19-2N-4W-0000-00130-0000 — *(Parcel identification number)*
HOSFORD HWY — *(E911 address)*

(Signature of property owner or entity & representative)
Calvin Burton Cooksey — *(Print name of property owner and/or entity)*

State of Florida
County of Gadsden

The foregoing instrument was acknowledged before me this 13 day of Feb, 2020 by Calvin Cooksey who is personally known to me/or has produced _____ as identification and did not take an oath.

Sabrina Chason
Notary Signature

Sabrina Chason
Notary Name Printed

Notary Seal

SABRINA CHASON
MY COMMISSION # GG 002461
EXPIRES: June 14, 2020
Bonded Thru Notary Public Underwriters

3. Agent of Record Letter

FL1778 Greensboro East

AGENT OF RECORD LETTER

Tarpon Towers II, LLC with an address of 1001 Third Avenue West, Ste. 420, Bradenton, FL 34205 hereby designates and appoints the below listed Agent of Record for any meetings with jurisdictional representatives with regard to land use permits and building permits for a communication tower on the property located on Hosford Highway, Quincy, Gadsden County, FL (Tax Parcel I.D. 3-19-2N-4W-0000-00130-0000).

The Agent of Record is vested with the authority to make any representations, agreements or promises which are necessary or desirable in conjunction with any of the aforementioned meetings and the issuance of land use permits and building permits. The Agent of Record has the authority to execute and file any and all necessary sets of plans, applications, or other required paperwork necessary in the processes or procedures for the above referenced site.

The authorized Agent of Record is:

Hopping, Green & Sams, P.A.
119 South Monroe Street
Ste. 300
Tallahassee, FL 32301

Executed this 31st day of October, 2019, by the undersigned.

By: _____
Brett Buggeln
Its: Chief Operating Officer

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 31 day of October, 2019, by Brett Buggeln who is personally known to me or who has produced _____ as identification.

_____
Notary Public

_____
Printed Name of Notary

(SEAL)

TODD J BOWMAN
Commission # GG 232941
Expires August 10, 2022
Bonded Thru Budget Notary Services

4. Land Lease Agreement

LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") entered into as of the latter of the dates set forth on the signature page hereof, by and between **Calvin Burton Cooksey**, an individual, whose address is PO box 711, Quincy, Florida 32353 ("Owner") and **Tarpon Towers II, LLC**, a Delaware limited liability company, 1001 3rd Ave West, Ste. 420, Bradenton, FL, 34205 ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner ("Premises") shall include the following:

   a) Real property comprised of approximately ten thousand (10,000) square feet of land
   b) Non – exclusive easement required to run utility lines and cables
   c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

   IN OR UPON THE Owner's real property ("Owner's Property") located at Hosford Hwy, Quincy, Gadsden County, Florida (Tax Parcel ID: 3-19-2N-4W-0000-00130-0000), which Owner's Property is more particularly described on Exhibit "A" and the Premises which are more particularly described on Exhibit "B" both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

2. **OPTION.** In consideration of the sum of (the "Option Money"), to be paid by Tenant to Owner within thirty (30) days of Tenant's execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the "Option") to lease the Premises in accordance with the terms and conditions set forth herein.

   Tenant's obligation to pay the Option Money is contingent upon Tenant's receipt of a W-9 form setting forth the tax identification number or social security number of Owner, person or entity, to whom the Option Money is to be made payable as directed in writing by Owner.

   OPTION PERIOD. The Option may be exercised at any time within Twelve (12) months of execution of this Agreement by all parties (the "Option Period"). At Tenant's election and upon Tenant's written notice to Owner prior to expiration of the Option Period, the Option Period mav be further extended for additional Twelve (12) month periods with an additional payment of by Tenant to Owner for each extension of the Option Period. If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain all money paid for the Option, and no additional money shall be payable as either party to the other.

   CHANGES IN PROPERTY DURING THE OPTION PERIOD. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner's Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date ("Commencement Date") specified in Tenant's written notice to Owner that Tenant is exercising the Option, and terminating

on the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Paragraph 14. In no event will the Commencement Date be any later than the date that Tenant begins construction of the Communications Facility (as such term is defined in Paragraph 5 below). Tenant shall have the right to extend the Term for nine (9) successive five (5) year periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of ("Rent") in monthly payments of on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase on the first day of each Renewal Term by ten percent (10%) over the Rent being paid the immediately preceding Initial Term or Renewal Term, as the case may be. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date.

(b) In addition to Rent, Tenant shall pay to Owner a sublease fee in the amount of per month (each, a "Sublease Fee") for the installation of third-party users of the Communications Facility (each, a "Subtenant") on the following terms and conditions.

(i) No Sublease Fee shall be paid for the first and second Subtenants as determined by the execution dates of their agreements with Tenant. Further, Owner acknowledges that in the event of a cancellation or termination of any Subtenant's agreement which results in there being two or fewer Subtenants using the Communications Facility, then any Sublease Fee being paid shall also terminate, it being the intention of the party that no Sublease Fee shall be due for the earliest two (2) existing Subtenants at the Premises;

(ii) For each Subtenant for which a Sublease Fee is due shall commence upon the commencement of rent by the Subtenant to Tenant and shall terminate upon the cancellation, expiration or termination of the sublease agreement, or in accordance with section 4(b)(i), above.

(iii) Owner acknowledges and agrees that Tenant, as a condition to a governmental approval or any other reason, may allow one or more emergency services to use the Premises and Communications Facility rent-free, and no such entity shall be considered a "Subtenant" for purposes of this section 4(b) and no Sublease Fee shall be due.

(iv) Sublease Fees shall be paid simultaneously with Rent.

5. **USE.** (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty – four (24) hour, seven (7) day a week, year-round access to the Property. Tenant shall have the right to park its vehicles on Owner's Property when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.

(b) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.

(c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any

third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses.

(d) Throughout the term of this Agreement, Owner shall cooperate with Tenant and execute all documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval. Owner hereby appoints Tenant as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals and/or building permits.

6. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.

7. **ASSIGNMENT.** (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part, to its holding company, at any time, without Owner consent. Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to any person or any business entity at any time. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner, Tenant will be relieved of all liability thereafter.

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property").

1. **Successors.** Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.

2. **Default Notice.** Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time. Until such time as Tenant has notified Owner of the notice address of the Leasehold Lender, it shall be Tenant's obligation to notify any of its lenders. The foregoing sentence shall in no way alleviate Owner's obligations under this section upon Tenant's notification to Owner of the address of the Leasehold Lender, at which time Owner's obligations under this paragraph shall be in full force and affect.

3. **Notice and Curative Rights.** If Tenant defaults on any obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within the same time periods proscribed for Tenant's cure of a default, commencing upon Leasehold Lender receipt of written notice of such default. If curing any non-monetary default requires possession of the Tenant's interest in Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default, provided all monetary defaults and any defaults not requiring possession are timely cured and Leasehold Lender remains current in the payment of rent and other monetary obligations under this Agreement. Notwithstanding the foregoing, until such time as Tenant has notified Owner of the address of

the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a default shall run concurrently with the time periods for Tenant to cure a default.

4. **No Amendment.** This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement will not be surrendered, terminated or cancelled without the prior written consent of the Leasehold Lender.

5. **New Lease.** If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination.

6. **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

7. **Initial Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. Until such time as Tenant provides notice to Owner of the address of Leasehold Lender, Owner's obligations under section 7(b)(2), above, shall not apply and the time periods for any Leasehold Lender to cure a default shall commence upon Tenant's receipt of a notice of default.

8. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a later writing to Owner by Tenant and may be updated from time to time by subsequent notices from Tenant to Owner concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender.

8. **TRANSFER WARRANTY.** During the term of this Agreement, Owner covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Owner's Property and the Premises without the prior written consent of Tenant. Upon Tenant's prior written consent, Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee and such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.

9. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking (a) an assignment of this Agreement or the rental stream associated with this Agreement, or (b) to purchase the Premises or Owner's Property (each being a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may consummate the transaction pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 9), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 9, the assignment on the terms set forth in the Purchase Offer, as amended. The

right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

10. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense. In the event that a utility company requires a separate easement for its use, Owner agrees to execute, within fifteen (15) business days of receipt, whatever documents necessary to evidence such easement and agrees to the recording of any such easement in the public records for the town or county where Owner's Property is located.

11. **REMOVAL OF COMMUNICATIONS FACILITY.** All portions of the Communication Facility brought onto Owner's Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term or any Renewal Term. Owner covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term or any Renewal Term. Upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, all personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than two (2) feet below grade level.

12. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of One Million Dollars ($1,000,000).

13. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.

14. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 16 of this Agreement, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons.

15. **INDEMNITY.** Owner indemnifies Tenant against, and holds harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by such indemnifying party. This

indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.

16. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.

17. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

    (b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant or Owner or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.

18. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.

19. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Property. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.

20. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall take no action to terminate the Agreement without

first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.

21. **ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) days after receipt of request by Tenant, deliver a written statement addressed to Tenant or any Leasehold Lender certifying:

(a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);

(b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;

(c) that to the knowledge of Owner, Tenant has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Owner is able to provide;

(d) the term of this Agreement and the Rent then in effect and any additional charges;

(e) the date through which Tenant has paid the Rent;

(f) that Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and

(g) such other matters as are reasonably requested by Tenant.

Without in any way limiting Tenant's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

22. **MISCELLANEOUS**

(a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and indefeasible fee simple title to the Owner's Property. The person executing on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

(b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. A writing signed by both parties may only amend this Agreement. .

(d) The parties may sign this Agreement in counterparts hereto.

(e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.

(f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memoranda at Tenant's sole cost and expense.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Tenant:
Tarpon Towers II, LLC
1001 3rd Ave W., Ste. 420
Bradenton, FL 34205
Attn: Site Administration
Re: Site ID: FL1778 Greensboro East

For Owner:
Calvin Cooksey Burton
PO Box 711
Quincy, FL 32353

(i) This Agreement shall be construed in accordance with the laws of the state in which the Owner's Property is located.

(j) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

(l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

(m) Neither Tenant nor Owner shall disclose the financial terms of this Agreement to third parties without the express written consent of the non-disclosing party.

(n) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement.

(Remainder of Page Intentionally Blank. Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the latter of the signature dates, below.

OWNER:
Calvin Burton Cooksey

By: _____
Date: 4-17-19

Witnesses for Owner:

Sign: _____
Print: Clifton A Edge

Sign: _____
Print: Zipporah Pelham

TENANT:
Tarpon Towers II, LLC
a Delaware limited liability company

By: _____
Print: Brett Buggeln
Title: COO
Date: 4/24/19

Witnesses for Tenant:

Sign: _____
Print: Todd J Bowman

Sign: _____
Print: Joe Hart

EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

That portion of the following described land lying west of State Road #65:

Begin 825 ft. N. of the SWC of Section 18-T2N-R4W, Run East 5280 ft. Thence North 495 ft. Thence West 2640 ft. Thence North 330 ft. Thence West 2640 ft. Thence South 825 ft. to the Point of Beginning lying and being in Section 18, T2N, R4W in Gadsden County, Florida

Containing thirty six (36) acres more or less

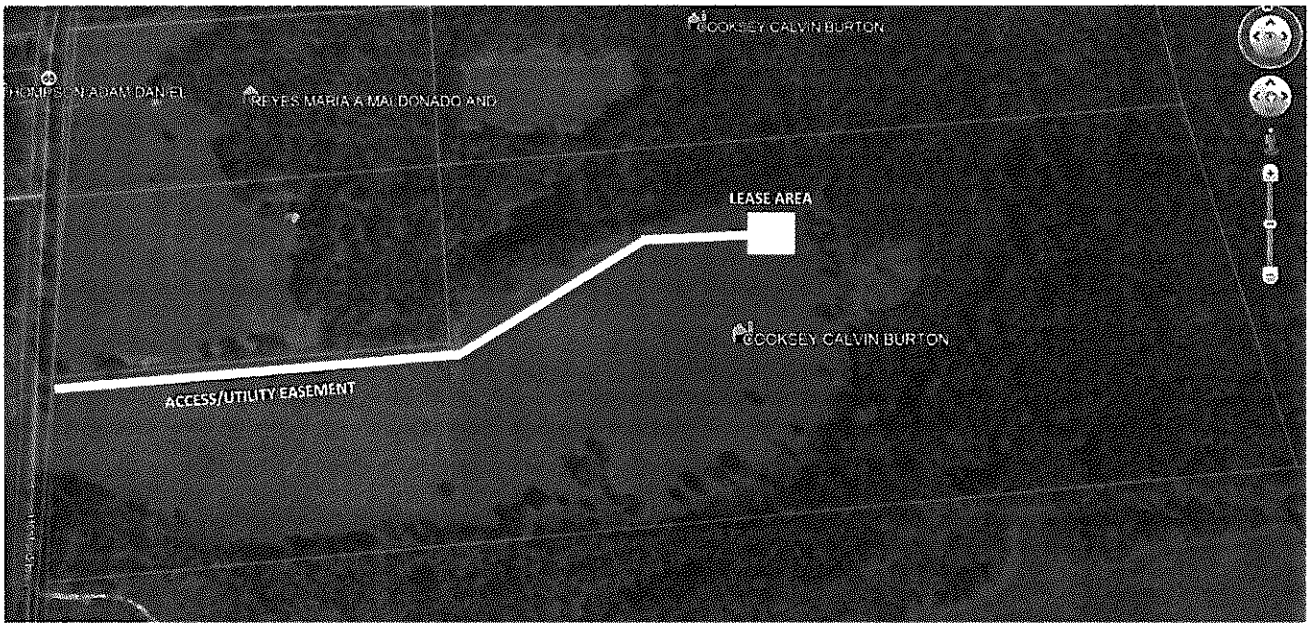
Owner and Tenant agree that the precise legal description for the Owner's Property will be corrected, if necessary, and that Tenant may place the correct legal description on this Exhibit "A".

EXHIBIT "B" TO LAND LEASE AGREEMENT

PREMISES

a) Real property comprised of approximately ten thousand (10,000) square feet of land
b) Non – exclusive easement required to run utility lines and cables
c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

SITE SKETCH:



APPROVED Owner: CBC ***(Initial)***
APPROVED Tenant: RB ***(Initial)***

Notes:

1. *This Exhibit may be replaced by a land survey of the Premises at Tenant's sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Premises, and a non-exclusive easement for ingress and egress across Owner's Property to the Premises.*
2. *Setback of the Premises from the Owner's Property lines shall be the distance required by the applicable governmental authorities.*
3. *Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.*

5. Title Opinion

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:

Fidelity National Title Insurance Company

Commitment Number:

29091882

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent

FIDELITY NATIONAL TITLE INSURANCE COMPANY CORPORATE SEAL

Attest:

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

Transaction Identification Data for reference only:

ISSUING OFFICE:
Strategic Market Services-FNT 7130 Glen Forest Drive, Suite 300 Richmond, VA 23226 Main Phone: (866)552-0129

Order Number: **29091882**
Prepared For: Tarpon Towers II, LLC
Customer Ref.: FL1778 Greensboro East

SCHEDULE A

1. Commitment Date: April 23, 2019
2. Policy to be issued:

   (a) ALTA Owner's Policy 2006 (with Florida Modifications)
   Proposed Insured: Tarpon Towers II, LLC, a Delaware limited liability company
   Proposed Policy Amount: $0.00

   (b)
   Proposed Insured:
   Proposed Policy Amount: $0.00

3. The estate or interest in the Land described or referred to in this Commitment is:

   Leasehold Estate

4. The Title is, at the Commitment Date, vested in:

   Calvin Burton Cooksey

5. The Land is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

EXHIBIT "A"

Legal Description

An interest in land, said interest being over a portion of the following described parent parcel:

The South half (S ½) of the Northeast quarter (NE ¼); and the South half (S ½) of the Southeast quarter (SE ¼) of the Northwest quarter (NW ¼), all in Section nineteen (19), Township two (2), North, Range four (4) West. Said land situate, lying and being in the County of Gadsden and State of Florida.

AND BEING the same property conveyed to Calvin Burton Cooksey and Margaret E. Cooksey from Calvin Burton Cooksey, as Personal Representative of the Estate of John C. Cooksey, deceased by Personal Representative's Deed dated June 28, 2010 and recorded July 1, 2010 in Deed Book 733, Page 683; Said Margaret E. Cooksey having departed this earth on or about March 25, 2015.

Tax Parcel No. 3-19-2N-4W-0000-00130-0000

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. The Company must be provided with the executed Owner's Affidavit and Agreement relating to, among other items, bankruptcy, mechanics' liens, and parties in possession.

6. Instrument(s) satisfactory to create the estate or interest to be insured must be properly executed (see Document(s) Requirement Note below), delivered and duly filed for record, including any Recorder of Deeds' or Clerks' required Cover Sheets, Affidavits or Forms:

   A. Memorandum of Lease from Calvin Burton Cooksey to Tarpon Towers II, LLC, a Delaware limited liability company.

   i. Each document submitted for recording must be executed before an FNF approved Notary for acknowledgement. Properly completed and executed attached Affidavit of Notary will be sufficient evidence of compliance with FNF approved Notary requirement.
   ii. Each document involving an entity as a party, must include a statement of the state of formation for the entity and must correctly recite any mergers, name changes, fictitious names or erroneous names appearing in the title to clarify the record.
   iii. Power of Attorney ("POA") - We will not accept documents signed by an agent without prior review and approval by this office. Additional requirements will be added upon approval of a POA.
   iv. Each document received by this office for recording must be dated and executed no more than five (5) days before we receive it. In some cases a document received by our office more than five (5) days after execution, may be subject to fines or additional fees imposed by the Clerk's office. FNF-SMS is not responsible for payment or fronting of any fine or fee for tardy submission of a document and we may hold such document until we receive funds sufficient to cover the cost of recording plus the fine or fee.

7. Marital status of individuals needs to be disclosed and for a married individual, or more than one individual not married to one another, the following must be complied with {document must recite marital status in spousal/homestead state}: Non-vested spouse must sign if property in:
   AK, AZ, AR, CA, IA, KS, KY, LA, MN, MO, NC, NE, NV, NH, NM, OH, OK, PA (only if pending divorce or action involving equitable distribution), SD, TN, UT, WA, or WY; or
   Non-vested spouse must sign if property is homestead property and in:
   AL, CO, FL, ID, IL, MA, MI, MS, MT, NJ (referred to as "joint possession of the principal matrimonial residence"),

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I
REQUIREMENTS
(continued)

ND, TX (non-vested spouse must sign Homestead Affidavit or insured document), VT or WI (unless purchase money mortgage); or
Non-vested spouse not required to transfer to a bona fide purchaser if property in:
CT, DE, DC, GA, HI, IN, ME, MD, NY, OR, RI, SC, VA, or WV.

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Tarpon Towers II, LLC, a Delaware limited liability company

a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF REQUIREMENTS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I
(continued)

NOTES

Note A: The Company must be furnished proof of payment of all real property taxes and assessments that are due and payable.

Type of Tax:	County
For the period:	2018
In the amount of:	$237.27 annually
Tax parcel ID #:	3-19-2N-4W-0000-00130-0000
Paid through:	2018
Total Assessment:	$280,000.00

Any tax delinquencies noted above must be paid at closing, plus penalties and interest.

Note B: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note C: For transactions this office is not acting as closing agent please send the recording package, instructions, and all documents related to the herein described transaction to the following mailing address within 24 hours prior to the anticipated closing date:

Attn: Post-Closing Department
Strategic Market Services
Fidelity National Title Insurance Company
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Email: SMS-PostClosing@fnf.com

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special assessments which are not shown as existing liens by the Public Records.

Special Exceptions:

7. Taxes for the year 2019 and subsequent years, a lien not yet due and payable.

END OF SCHEDULE B, PART II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;

(b) the Commitment to Issue Policy;

(c) the Commitment Conditions;

(d) Schedule A;

(e) Schedule B, Part I-Requirements;

(f) Schedule B, Part II-Exceptions; and

(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

(i) comply with the Schedule B, Part I-Requirements;

(ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or

(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

(continued)

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

END OF CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Fidelity National Title

7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: (866)552-0129

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type:	County
Taxes are Paid:	Annual
Due Date(s):	March 31 (See Note)
Tax Authority Name:	Gadsden County Tax Collector
Phone:	850-627-7255

Additional notes regarding taxes, documents and/or special recordation requirements:

·Taxes due November 1st, delinquent after March 1st

FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER'S AFFIDAVIT AND AGREEMENT

STATE OF FLORIDA
COUNTY OF GADSDEN

File No.: 29091882
Commitment No.: 29091882

Calvin Burton Cooksey ("Owner"), being the entity in ownership, which is represented by the individual(s) signing below in their representative capacity, or the individual owner(s) who are signing below individually; who, being duly sworn according to the law, deposes and says as follows (as the "Affiant"):

1. That Affiant, as entity representative, either has personal knowledge of the facts sworn to this affidavit, or has made statements based on reasonable inquiry of the entity personnel and agents and on a reasonable review of the entity records, and the statements are made on behalf of the entity and said Affiant is fully authorized to make this affidavit; or Affiant, as individual owner, has personal knowledge of the facts sworn to this Affidavit.
2. That Owner is the Owner of the premises described in the Commitment listed above ("the Property") and shown in Exhibit "A" of said Commitment. Ownership shall mean that interest held by the Owner in the Property, whether a fee, leasehold or easement estate, and all statements below are in reference to said interest in said Property.
3. That, to the Affiant's knowledge, there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the Property within ninety (90) days (herein after referred to as "Mechanics' Lien Filing Period") prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the Property during such Mechanics' Lien Filing Period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to the Owner(s); the Owner(s) have paid in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connection with constructions, repairs, or improvements on the Property during such Mechanics' Lien Filing Period, except as shown on exhibit attached hereto.

   NONE, unless specified on attached exhibit (checked box indicates an attached exhibit ☐)
4. That, to the Affiant's knowledge there are no unrecorded tenancies, leases or other occupancies on the Property except as listed below, and that if any such unrecorded leases, tenancies or other occupancies are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions except as shown on exhibit attached hereto.

   NONE, unless specified on attached exhibit (checked box indicates an attached exhibit ☐)
5. That, to the Affiant's knowledge, no other person has possession or any right to possession of the Property or any interest therein, including oil, gas or other minerals, other than those shown in Commitment referenced above.
6. I represent to Fidelity National Title Insurance Company that, to the Affiant's knowledge, the Property is now free and clear of all delinquent taxes, liens, mortgages/deeds of trust/deeds to secure debt, judgments, decrees, or other encumbrances; that, to the Affiant's knowledge, there are no unemployment compensation, federal social security, alcoholic beverage law or other delinquent state or federal taxes due and owing from the company; that, to the Affiant's knowledge, there are no unpaid or delinquent real estate taxes or assessments or unpaid or delinquent water or sewer service charges against said premises; and that, to the Affiant's knowledge, there are no unpaid or delinquent homeowner/condominium association dues (if applicable); EXCEPT THAT the matters specifically identified in the Commitment and those, if any, listed on exhibit attached hereto.

   NONE, unless specified on attached exhibit (checked box indicates an attached exhibit ☐)
7. That, to the Affiant's knowledge there are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this affidavit is given.
8. That there is not currently a proceeding in bankruptcy instituted by or against the Owner (and if a partnership, against the general partner(s) thereof), nor does the Owner currently have outstanding assignment for the benefit of creditors.
9. That, to the Affiant's knowledge, there is no action or proceeding relating to the Property in any state or federal court in the United States nor any state or federal judgment or any federal lien of any kind or nature whatsoever which now constitutes a lien or charge upon the Property.
10. That the Affiant has not received notice of any delinquent state, county, city, school district, water district, or other governmental agency taxes
    A. due or owing against said Property and that
    B. to the Affiant's knowledge, no tax suit has been filed by any state, county, city, school district, water district, or other governmental agency for taxes levied against the Property.

FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER'S AFFIDAVIT AND AGREEMENT
(continued)

11. That there has been no notice nor does Affiant have any knowledge of any
    A. recent or future planned improvements (such as street paving, sidewalks, street lights, etc.) that would result in a special assessment against the Property
    B. any proceeding which could result in an increase tax or assessment liability against the Property.
12. That all management fees, if any, are fully paid, except as shown on exhibit attached hereto.

    NONE, unless specified on attached exhibit (checked box indicates an attached exhibit ☐)

Owner, recognizing that funding may occur prior to the Deed, Lease, MOL, Easement, Mortgage, Deed to Secure Debt, Deed of Trust, or any Assignment being officially filed for record in the appropriate Clerk's Office, represents that there will be no further encumbrances or change of title pending the issuance of the title insurance policy which this affidavit is made to support and agrees that in consideration of Fidelity National Title Insurance Company (hereinafter "Company") issuing a policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date of the documents creating the interest being insured are filed for record, which matters may constitute an encumbrance on or affect the title (the "GAP"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said Property during the GAP. Owner further agrees to hold harmless and indemnify Company against all losses, expenses, costs and fees, including, but not limited to, attorney fees, which arise out of Owner's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. This Affidavit is given to induce Company to issue its policy or policies of title insurance with full knowledge that the Company will rely upon the accuracy of same. The Owner does hereby indemnify and hold Company harmless of and from any and all loss, cost, damage, and expense of every kind, including attorney's fees, which Company shall suffer or incur or become liable under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the statements contained herein or in connection with its enforcement of its rights under this Agreement. The undersigned agrees to fully cooperate with the Company in correcting any errors in the execution and acknowledgment of the Insured Instrument.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

_____
CALVIN BURTON COOKSEY

AFFIDAVIT OF NOTARY

STATE OF _____ **Our File No.:** 29091882

COUNTY OF _____ **Customer Ref. No.:** FL1778 Greensboro East

I, _____ (please print name as commissioned), the undersigned Notary Public, do hereby affirm and attest to Strategic Market Services-FNT one (1) of the following (please check one (1)) is an accurate statement:

☐ I am a Bancserv notary (and by checking this box I certify I was assigned by Bancserv for this notary service); or

☐ I am an FNF approved notary on the FNTG Field Compliance Approved Third Party list; or

☐ I am a licensed attorney or a notary working under the supervision of a licensed attorney. Insert lawyer or law firm:

_____; or

☐ I am a notary working in a bank or credit union (this option is only applicable for notaries at banks {FDIC insured} and credit unions {NCUA insured} and is not applicable for notaries at mortgage companies or mortgage brokers).

Bank or credit union name: _____

Bank/credit union employee title: _____

Branch name or street address: _____

Telephone number of bank or credit union: _____

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

_____ _____

Notary Public Signature Date

_____ Phone: _____

Notary No. or Seal for identification purposes

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see **"Choices With Your Information"** to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

TM and © Fidelity National Financial, Inc. and/or an affiliate. All rights reserved

Record Fee: 18.50
DOC STAMPS .70

After Recording Return to:

THE DEED WITH ALL EXHIBITS IS ON FILE WITH PLANNING DIVISION.

Mail Tax Statements To:
Calvin Burton Cooksey
Margaret E. Cooksey
P.O. Box 711
Quincy, FL 32351

Prepared under the supervision of:
P. DeSantis, Esquire
By: Law's Specialty Group, Inc.
235 West Brandon Blvd., #191
Brandon, Florida 33511
(866) 755-6300

[this space for recording information]

Documentary Stamps are based on the consideration of _____

Property Tax ID#: 3-19-2N-4W-0000-00130-0000

PERSONAL REPRESENTATIVE'S DEED

MADE this 28 day of June, 2010, by Calvin Burton Cooksey, as Personal Representative of the Estate of John C. Cooksey, Deceased, residing at 6130 Hosford Hwy, Quincy, FL 32351, **GRANTOR**, and Calvin Burton Cooksey a married man and Margaret E. Cooksey, an unmarried woman, as joint tenants with right of survivorship, **GRANTEES**.

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS, and other good and valuable considerations receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Gadsden County, Florida, viz:

THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼); AND THE SOUTH HALF (S ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼), ALL IN SECTION NINETEEN (19), TOWNSHIP TWO (2), NORTH, RANGE FOUR (4) WEST. SAID LAND SITUATE, LYING AND BEING IN THE COUNTY OF GADSDEN AND STATE OF FLORIDA.

THIS CONVEYANCE IS MADE SUBJECT TO ALL RESTRICTIONS, EASEMENTS, RIGHTS OF WAY, COVENANTS AND CONDITIONS CONTAINED IN THE DEEDS FORMING THE CHAIN OF TITLE TO THIS PROPERTY BUT ARE NOT RE-ESTABLISHED HEREBY.

BEING THE SAME PROPERTY AS CONVEYED TO JOHN C. COOKSEY AND HIS WIFE, MARGARET E. COOKSEY, DATED OCTOBER 1, 1971, AND RECORDED OCTOBER 8, 1971 AS NO. 49658 IN GADSDEN COUNTY, FLORIDA.

PROPERTY ADDRESS: Vacant land located on Route 4, Quincy, Florida
The legal description was obtained from a previously recorded instrument.

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

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

AND the GRANTOR hereby covenants with said GRANTEES that in all things preliminary to and in and about the sale and this conveyance the orders of the Second Judicial Circuit Court of Florida, in and for Gadsden, Florida, under Case Number 10000062CPA, and the laws of the State of Florida have been complied with in all respects.

IN WITNESS WHEREOF, Grantor has hereunto set a hand and seal the day and year first written above.
Signed, sealed and delivered in our presence:

Witness

CALVIN BURTON COOKSEY, as Personal Representative of the Estate of John C. Cooksey, Deceased

Printed Name

Gayle McFadden
Witness

Gayle McFadden
Printed Name

STATE OF ~~FLORIDA~~ GA) **COUNTY OF** Thomas)

The foregoing instrument was hereby acknowledged before me this 28 day of June, 2010, by CALVIN BURTON COOKSEY, as Personal Representative of the Estate of John C. Cooksey, Deceased, who is personally known to me or who has produced _____, as identification, and who signed this instrument willingly.

Notary Public **My commission expires:**

SALLY A. SETTLE Notary Public EXPIRES GEORGIA JAN 17, 2014 THOMAS COUNTY

This instrument was prepared without benefit of a title search or examination, and title is neither warranted nor guaranteed by preparer. No title search was performed on the subject property by this preparer. **The preparer expresses no opinion as to the title the Grantee(s) will receive.** The preparer has not had any contact with the Grantor(s) nor Grantee(s) herein. No legal advice was given to any party herein. Information contained in this instrument was provided to preparer by an agent for said Grantor and/or Grantee. The preparer of this deed makes no representation as to: the status of the title; property use; any zoning regulations concerning described property herein conveyed; or any matter except the validity of the form of this instrument. No boundary survey was made at the time of this conveyance. **PREPARER IS NOT RESPONSIBLE FOR CLOSING, the execution of this document, the validity of any power of attorney, if one is being used, the collection of taxes nor the recording of this instrument. Preparer not responsible for typed or hand written additions made to this instrument after its preparation.**

472

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by:

WILLIAM D. LINES
Lawyer
Quincy State Bank Building
QUINCY, FLORIDA 32351

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 1st day of October 1971 . **Between**

FAY E. CHASON, a widow

of the County of Gadsden , State of Florida , grantor*, and

JOHN C. COOKSEY and his wife, MARGARET E. COOKSEY

whose post office address is P. O. Box 711, Quincy, Florida 32351

of the County of Gadsden , State of Florida , grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of Ten Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Gadsden County, Florida, to-wit:

The South half (S 1/2) of the Northeast Quarter (NE 1/4); and the South half (S 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), all in Section Nineteen (19), Township Two (2), North, Range Four (4) West.

Said land situate, lying and being in the County of Gadsden and State of Florida.

GADSDEN COUNTY 0 0 6 0 3 5

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE OCT 8 '71 P.B. 11008 $66.00

STATE OF FLORIDA DOCUMENTARY SUR TAX $1.10 CANCELLED

STATE OF FLORIDA DOCUMENTARY SUR TAX $1.10 CANCELLED

$11.00 CANCELLED

SUR TAX $11.00 CANCELLED

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

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

Dorothy W. Shaw — Faye E. Chason (Seal)

Dorothy W. Shaw (Seal)

(Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF GADSDEN

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared FAY E. CHASON, a widow

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of October 19 71.

Dorothy W. Shaw
Notary Public

My commission expires:

OCT 8 1971
Filed ..... No. 42658
Recorded in the records Gadsden County, Florida and verified by Edwin Baur, Clerk Circuit Court
Deputy Clerk

Case Details
Case Number: **15000230CPA** / UCN #: **202015CP000230AXXXXX**
Case Type: **PROBATE COURT**
Case Status: **OPEN**
Filing Date: **05/26/2015**
Disposition Date:
File Action: **Formal Administration**

Case Personnel
Defendant: **CALVIN B. COOKSEY**
Plaintiff: **MARGARET E. COOKSEY**
Judge: **ROBERT R WHEELER**
Pros. Attorney:
Defense Attorney: **R. BRUCE WARREN**
Related Persons

Court Events
Dockets

1. 7/1/2018 - JUDGE ASSIGNED: WHEELER, ROBERT R
2. 3/7/2018 - ORDER REQUIRING WRITTEN STATUS REPORT
3. 1/23/2018 - NOTICE TO FILE DISCHARGE MAILED
4. 1/22/2018 - NOTICE TO FILE DISCHARGE IS OVERDUE. THE 'NOTICE TO FILE SENT' DATE HAS BEEN SET TO 1/22/2018
5. 7/1/2016 - JUDGE ASSIGNED: FRANCIS ALLMAN
6. 7/6/2015 - PAYMENT ACCEPTED FOR TRANSACTION 201510001
7. 7/6/2015 - ASSESSED COPIES PROBATE OF $4.00
8. 6/2/2015 - ORDER ADMITTING WILL TO PROBATE WITHOUT BOND AND APPOINTING PERSONAL REPRESENTATIVE AND/OR DESIGNATED RESIDENT AGENT RECORDED IN O.R. BOOK 803 PAGES 479-480
9. 6/2/2015 - LETTERS OF ADMINISTRATION RECORDED IN O.R. BOOK 803 PAGE 478
10. 5/27/2015 - JUDGE ASSIGNED: MARTIN A FITZPATRICK
11. 5/27/2015 - PAYMENT ACCEPTED FOR TRANSACTION 201507950
12. 5/27/2015 - PERS REP ATTORNEY ASSIGNED: R. BRUCE WARREN
13. 5/27/2015 - STATE OF FLORIDA CERTIFICATION OF DEATH
14. 5/27/2015 - AFFIDAVIT OF HEIRS
15. 5/27/2015 - USED TO SET CASE FILE DATE FOR CIVIL PROBATE CASES
16. 5/27/2015 - ASSESSED PROBATE - FORMAL ADMINISTRATIO OF $400.00
17. 5/27/2015 - CASE FILED WITH CLERK
18. 5/26/2015 - LAST WILL AND TESTAMENT OF MARGARET E. COOKSEY RECORDED IN O.R. BOOK 803 PAGES 472-475
19. 5/26/2015 - INVENTORY ~SEALED~
20. 5/26/2015 - NOTICE TO CREDITORS
21. 5/26/2015 - AFFIDAVIT OF NO FLORIDA ESTATE TAXES DUE RECORDED IN O.R. BOOK 803 PAGES 476-477
22. 5/26/2015 - OATH OF PERSONAL REPRESENTATIVE DESIGNATION OF RESIDENT AGENT AND ACCEPTANCE
23. 5/26/2015 - PETITION FOR ADMINISTRATION (TESTATE) RECORDED IN O.R. BOOK 803 PAGES 469-471

7. Tower Site Candidate Analysis

GREENSBORO EAST / FL1778 / 15035429

Search Ring Summary: This search ring is in the jurisdiction of Gadsden County. Per Gadsden County Development Standards, Subsection 5805, Location, "A communication tower may be located in the following land use categories as a use-by-right and shall not be subject to review by the Planning Commission or the Board of County Commissioners so long as it meets the requirements of this Code". The proposed height of the telecommunications tower is the minimum necessary by the applicant to satisfy the applicant's telecommunications systems needs at the proposed location. The height of 250' is the minimum height necessary to achieve the coverage objective stated above and as referenced in the attached propagation studies.

Prime Candidate / Alternatives Analysis

Initially fifteen (15) parcels were identified as being potential candidates for a new wireless telecommunications facility. These parcels are identified along with a summary of each of these properties located within the vicinity of Search Area is detailed below.

Prime Candidate PARCEL # 3-19-2N-4W-0000-00130-0000 owned by Calvin B. Cooksey. This is a 100 acre parcel located on Hosford Highway, Quincy, FL 32351, is zoned Agricultural 2 and the use is TIMBER III (005600). This is a flat open parcel with scattered trees, within the search ring. Access will be from Hosford Highway. Certified Letter of Interest was sent September 4, 2018 and delivered by USPS. Jim Hodgson spoke with Mr. Cooksey on September 13th to discuss the proposal. Candidate was submitted to Verizon for RF consideration. Verizon RF selected this parcel as the Primary Candidate.

Alternatives Analysis submitted for RF review

PARCEL # 3-30-2N-4W-0000-00212-0300 owned by Terry L. & Elizabeth A. Dawkins. This is a 16.0 acre parcel located on Hosford Highway, Quincy, FL 32351, which is zoned Agricultural 2, and the use is Pasture Land (006000). This parcel is open and flat with scattered trees, direct access from Hosford Highway. Certified Letter of Interest was sent on September 4, 2018 and delivered by USPS. Jim Hodgson spoke with Mr. Dawkins on September 12th to discuss the proposal. Candidate was submitted to Verizon for RF consideration.

PARCEL # 3-30-2N-4W-0000-00212-0400 owned by Terry L. & Elizabeth A. Dawkins. This is a 10.0 acre parcel located on Hosford Highway, Quincy, FL 32351, which is zoned Agricultural 2, and the use is Pasture Land (006000). This parcel is open and flat with direct access from Hosford Highway. Certified Letter of Interest was sent on September 4, 2018 and delivered by USPS. Jim Hodgson spoke with Mr. Dawkins on September 12th to discuss the proposal. Candidate was submitted to Verizon for RF consideration.

Alternatives Analysis Review not submitted

PARCEL # 3-30-2N-4W-0000-00224-0100 owned by Terry L. & Elizabeth A. Dawkins. This is a 26.99 acre parcel located AT 7207 Hosford Highway, Quincy, FL 32351, which is zoned Agricultural 1, and the use is Timber II (005500). This parcel is a heavily wooded parcel with a residential home and a mobile home with direct access from Hosford Highway. Certified Letter of Interest was sent on September 4, 2018 and delivered by USPS. Jim Hodgson spoke with Mr. Dawkins on September 12th to discuss the proposal and they were not interested in a tower at this parcel.

PARCEL # 3-30-2N-4W-0000-00410-0000 owned by Mary Atkins & Stephen Meck. This is a 70.0 acre parcel located on Salley Brown Road, Quincy, FL 32351, which is zoned Agricultural 2, and the use is TIMBER III (005600). This is a partially open pasture land with wooded areas in the rear of the parcel with access from Salley Brown Road. Certified Letter of Interest was sent on September 4, 2018 and delivered by USPS. No response received from land owner.

PARCEL # 3-30-2N-4W-0000-00430-0000 owned by Gary M. & Elizabeth L. Davis. This is a 50.0 acre parcel located on Hosford Hwy, Quincy, FL 32351, which is zoned Agricultural 2, and the use is PASTURE LAND (006000). This is an open parcel with pasture land and some wooded areas on the East side of the parcel with access from Hosford Hwy. Certified Letter of Interest was sent on September 4, 2018 and delivered by USPS. Jim Hodgson spoke with Mr. Davis on September 12th to discuss the proposal and they were not interested.

PARCEL # 3-30-2N-4W-0000-00130-0500 owned by Emory Earl & Sandra Dawkins. This is a 86.41 acre parcel located on Sawdust Road, Quincy, FL 32351, which is zoned Agricultural 2, and the use is PASTURE LAND (006000). This is a partially open parcel with wooded areas in the rear of the parcel with with access from Sawdust Rd. Certified Letter of Interest was sent on September 4, 2018. No response received from land owner.

PARCEL # 3-30-2N-4W-0000-00130-0400 owned by Emory Earl & Sandra Dawkins. This is a 10.37 acre parcel located on Sawdust Road, Quincy, FL 32351, which is zoned Agricultural 2, and the use is TIMBER III (005600) with a Single Family Residence. This is a partially open parcel with wooded areas in the rear of the parcel with access from Sawdust Rd. Certified Letter of Interest was sent on September 4, 2018 and delivered by USPS on September 7, 2018 at 9:47am. No response received from land owner.

PARCEL # 3-30-2N-4W-0000-00212-0200 owned by Emory Earl & Sandra Dawkins. This is a 15.46 acre parcel located on Sawdust Road, Quincy, FL 32351, which is zoned Agricultural 2, and the use is PASTURE LAND (006000). This is a partially open parcel with wooded areas in the rear of the parcel with access from Sawdust Rd. Certified Letter of Interest was sent on September 4, 2018 and delivered by USPS. No response received from land owner.

PARCEL # 3-30-2N-4W-0000-00212-0100 owned by Jeffery Dawkins. This is a 11.59 acre parcel located at 6948 Hosford Hwy, Quincy, FL 32351, which is zoned Agricultural 2, and the use is MOBILE HOM (000200). This is a partially open parcel with wooded areas, with access from Hosford Hwy. Certified Letter of Interest was sent on September 4, 2018 and returned to sender as unclaimed on September 27, 2018.

PARCEL # 3-30-2N-4W-0000-00111-0100 owned by Maryanne Edwards. This is a 74 acre parcel located at 877 Sawdust Road, Quincy, FL 32351, which is zoned Agricultural 2, and the use is TIMBER III (005600) with a single-family residence. This is a heavily wooded parcel with a single-family residence and several sheds, with access from Sawdust Rd. Certified Letter of Interest was sent on September 4, 2018. No response received from land owner.

Alternatives Analysis Review not submitted continued

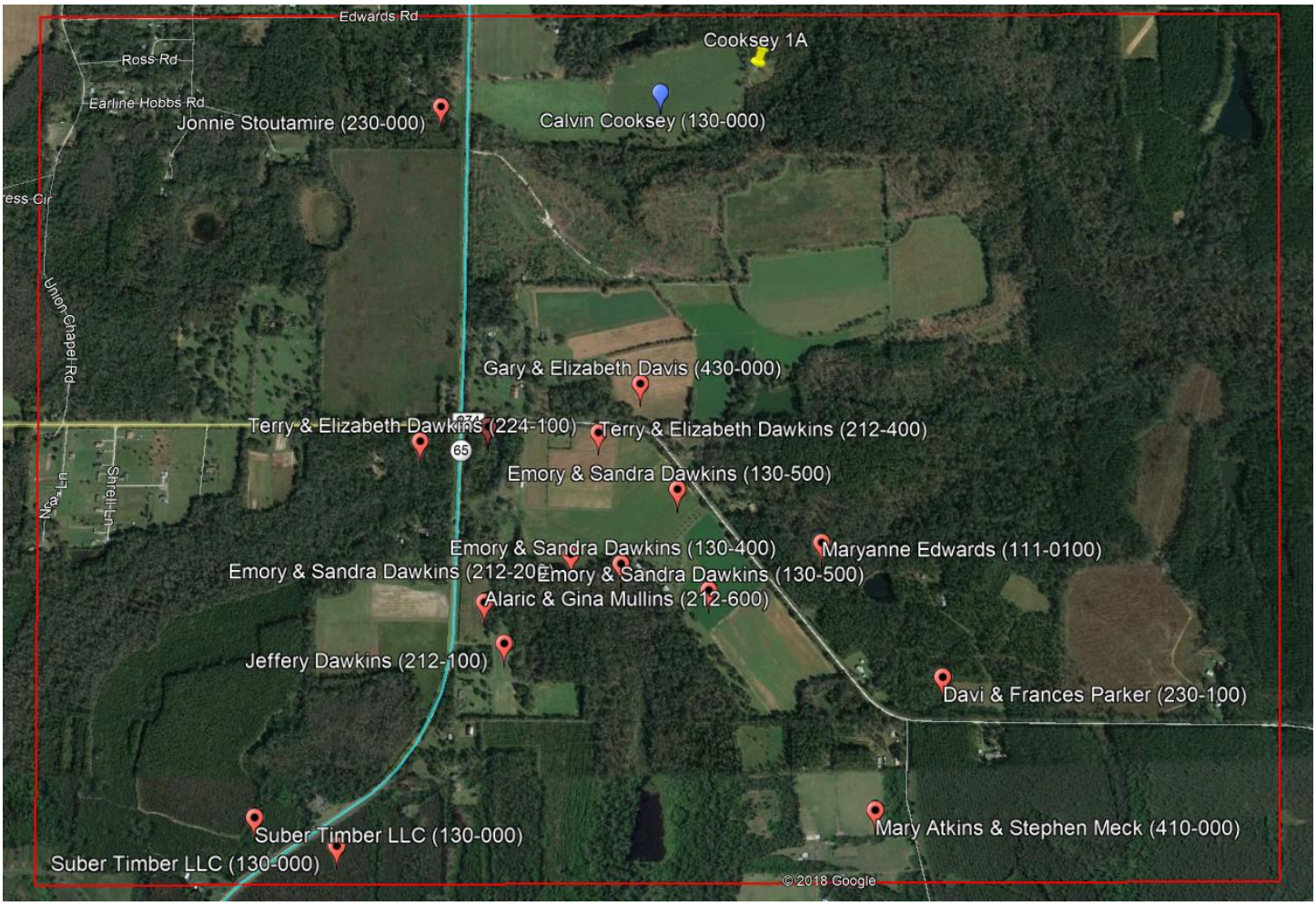
PARCEL # 3-30-2N-4W-0000-00212-0600 owned by Alaric Vince and Gina Sue Mullins. This is a 10.67 acre parcel located at 7098 Hosford Hwy, Quincy, FL 32351, which is zoned Agricultural 2, and the use is SINGLE FAM (000100). This is a partially open parcel with wooded areas, with access from Hosford Hwy. Certified Letter of Interest was sent on September 4, 2018 and delivered by USPS. No response received from land owner.

PARCEL # 3-29-2N-4W-0000-00230-0100 owned by David W. and Frances W. Davis. This is a 73 acre parcel located at 1181 Sawdust Road, Quincy, FL 32351, which is zoned Agricultural 2, and the use is TIMBER (005500). This is a heavily wooded parcel with some clearings, with access from Sawdust Road. Certified Letter of Interest was sent on September 4, 2018 and delivered by USPS. No response received from land owner.

PARCEL # 3-19-2N-4W-0000-00230-0000 owned by Jonnie Stoutamire. This is a 40 acre parcel located at 7967 Hosford Hwy, Quincy, FL 32351, which is zoned Agricultural 1 & Rural Residential, and the use is TIMER III (005600). This is a heavily wooded parcel, with access from Hosford Hwy. Certified Letter of Interest was sent on September 4, 2018 and delivered by USPS. No response received from land owner.

PARCEL # 3-25-2N-5W-0000-00130-0000 owned by Suber Timber LLC. This is a 224 acre parcel located at 6437 Hosford Hwy, Quincy, FL 32351, which is zoned Agricultural 2 and the use is TIMER III (005600). This is a heavily wooded parcel, with access from Hosford Hwy. Certified Letter of Interest was sent on September 4, 2018 and delivered by USPS. No response received from land owner.

Search Area Map


Edwards Rd
Ross Rd
Earline Hobbs Rd
Union Chapel Rd
Shrell Ln
Cooksey 1A
Jonnie Stoutamire (230-000)
Calvin Cooksey (130-000)
Gary & Elizabeth Davis (430-000)
Terry & Elizabeth Dawkins (224-100)
Terry & Elizabeth Dawkins (212-400)
65
Emory & Sandra Dawkins (130-500)
Emory & Sandra Dawkins (130-400)
Maryanne Edwards (111-0100)
Emory & Sandra Dawkins (212-200)
Emory & Sandra Dawkins (130-500)
Alaric & Gina Mullins (212-600)
Jeffery Dawkins (212-100)
Davi & Frances Parker (230-100)
Mary Atkins & Stephen Meck (410-000)
Suber Timber LLC (130-000)
Suber Timber LLC (130-000)
© 2018 Google

8. Statement of Intent to Provide Collocation

TARPON TOWERS

October 31, 2019

Gadsden County Board of County Commissioners
9-B E. Jefferson Street
Quincy, FL 32353

RE: FL1779 Greensboro East
Project Address: Hosford Highway
Quincy
Statement of Tower Availability for Collocation

Dear Chairperson:

Tarpon Towers II, LLC hereby commits that upon approval for the proposed 250' self-support tower with associated compound and utilities infrastructure that the company will make the site, including the tower, available for collocation to all providers of wireless communications services. Such availability shall be conditioned upon the tower, at the time of the request, being structurally capable of accommodating the requested equipment and an agreed-upon reasonable rental rate for use of such space.

Please let me know if you need anything further in this regard. Thank you.

Sincerely,

Brett Buggeln
Chief Operating Officer

1001 3rd Avenue West | Suite 420 | Bradenton, Florida 34205

9. FAA Determination of No Hazard to Air Traffic Letter

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2019-ASO-24765-OE

7

Issued Date: 09/05/2019

Todd J Bowman
Tarpon Towers II, LLC
1001 3rd Avenue West
Suite 420
Bradenton, FL 34205

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower FL1778 Greensboro East
Location:	Quincy, FL
Latitude:	30-33-26.88N NAD 83
Longitude:	84-40-06.19W
Heights:	237 feet site elevation (SE)
	270 feet above ground level (AGL)
	507 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 03/05/2021 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.

(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (817) 222-4613, or natalie.schmalbeck@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ASO-24765-OE.

Signature Control No: 413833908-416413718 (DNE)
Natalie Schmalbeck
Technician

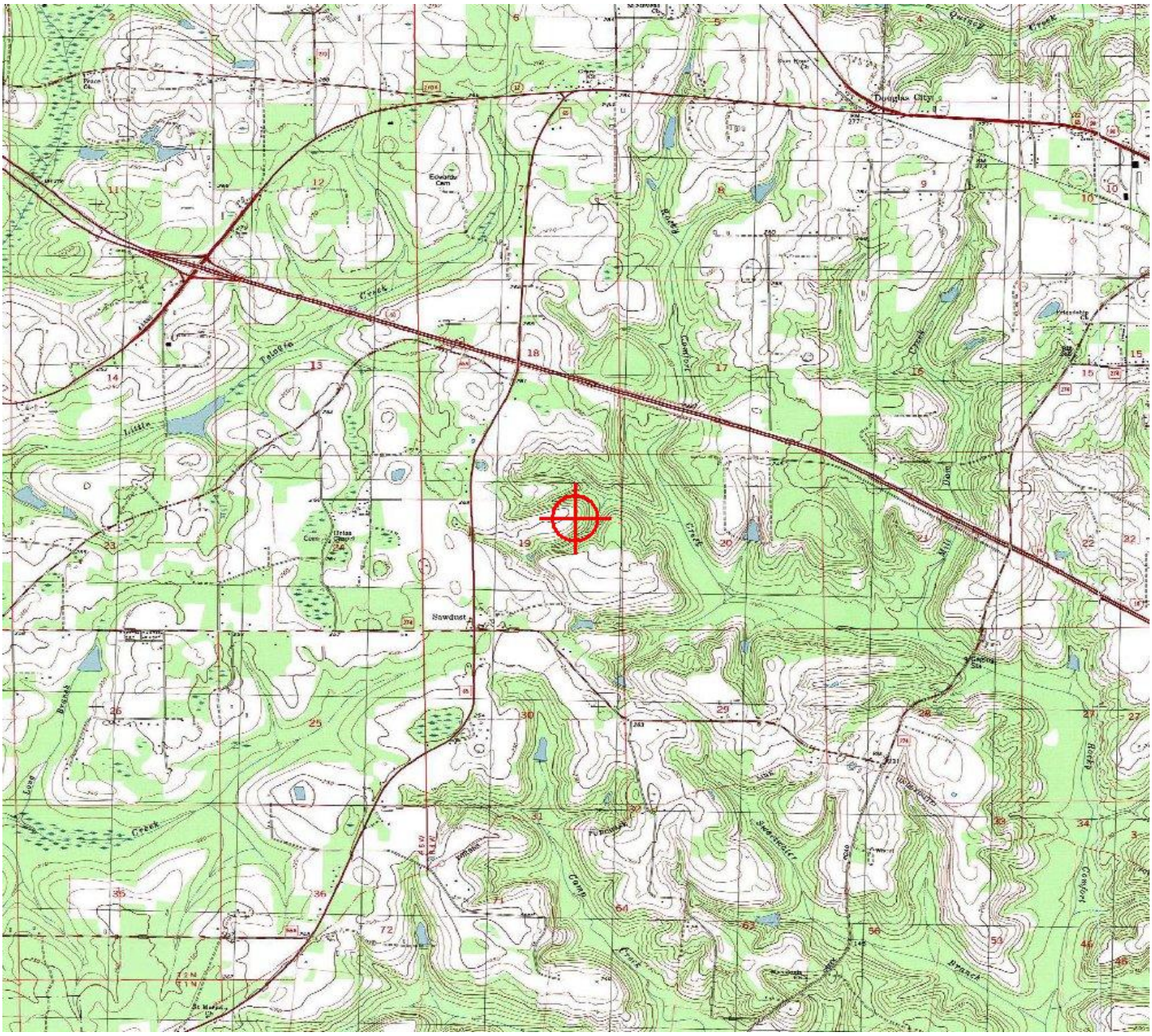
Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2019-ASO-24765-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

TOPO Map for ASN 2019-ASO-24765-OE



10. FCC Radio Frequency Analysis

verizon

7701 E. Telecom Pkwy
Temple Terrace, FL 33637

December 13, 2019

To: Gadsden County
RE: Proposed new tower GREENSBORO EAST Site Located at: 30.55746667°, -84.66838611°

To Whom It May Concern,

We write to inform you that Verizon Wireless has performed a radio frequency (RF) compliance pre-construction evaluation for the above-noted proposed site and based on the result of the evaluation, the site will be compliant with FCC Guidelines.

The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf). The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety.

Please refer to the FCC Office of Engineering and Technology Bulletin 65 and the attached Verizon Wireless RF Brochure for information on RF exposure guidelines, RF safety, and landlord responsibilities. Questions related to compliance with federal regulations should be directed to VZWRFCompliance@VerizonWireless.com.

Please contact your local Verizon Wireless resource below if you have additional site-specific questions.

Contact Name	Contact Email	Contact Phone
Jaime E. Cruz	Jaime.Cruz2@VerizonWireless.com	813-632-5905

Sincerely,

Ryan Lay
Manager-RF System Design
Verizon Wireless

11.FCC Interference Analysis

7701 E. Telecom Pkwy
Temple Terrace, FL 33637

December 13, 2019

To: Gadsden County
RE: Proposed new tower GREENSBORO EAST Site Located at: 30.55746667°, -84.66838611°

To Whom It May Concern,

Verizon Wireless owns multiple FCC licenses, which entitles the company to operate within a number of assigned frequency ranges. This is turn, generally eliminates interference issues from CB radios, electronic appliances, pacemakers, fire and police equipment, as well as other carriers.

Careful isolation studies have been performed to determine the ideal vertical and horizontal separation between Verizon Wireless antennas and any other communication service's antennas. The antenna isolation studies increase our ability to eliminate as many chances as possible of our transmitted frequencies from interfering with other's equipment.

In the unlikely event that interference does occur, Verizon Wireless agrees to fully cooperate with the entity experiencing interference to identify and correct, to the extent reasonably possible, any issues caused by the Verizon Wireless installation.

Please contact your local Verizon Wireless resource below if you have additional site-specific questions.

Contact Name	Contact Email	Contact Phone
Jaime E. Cruz	Jaime.Cruz2@VerizonWireless.com	813-632-5905

Sincerely,

Ryan Lay
Manager-RF System Design
Verizon Wireless

12. Radio Frequency Engineering Coverage and Capacity Analysis

GREENSBORO EAST

Gadsden County, FL

Prepared by Verizon Wireless RF Engineering

Jaime E. Cruz

December 13, 2019

verizon

Introduction:

This Verizon proposed tower, Greensboro East is needed for capacity to offload the surrounding Verizon sites as well as to provide better and reliable coverage to the near by communities, roads and highway.

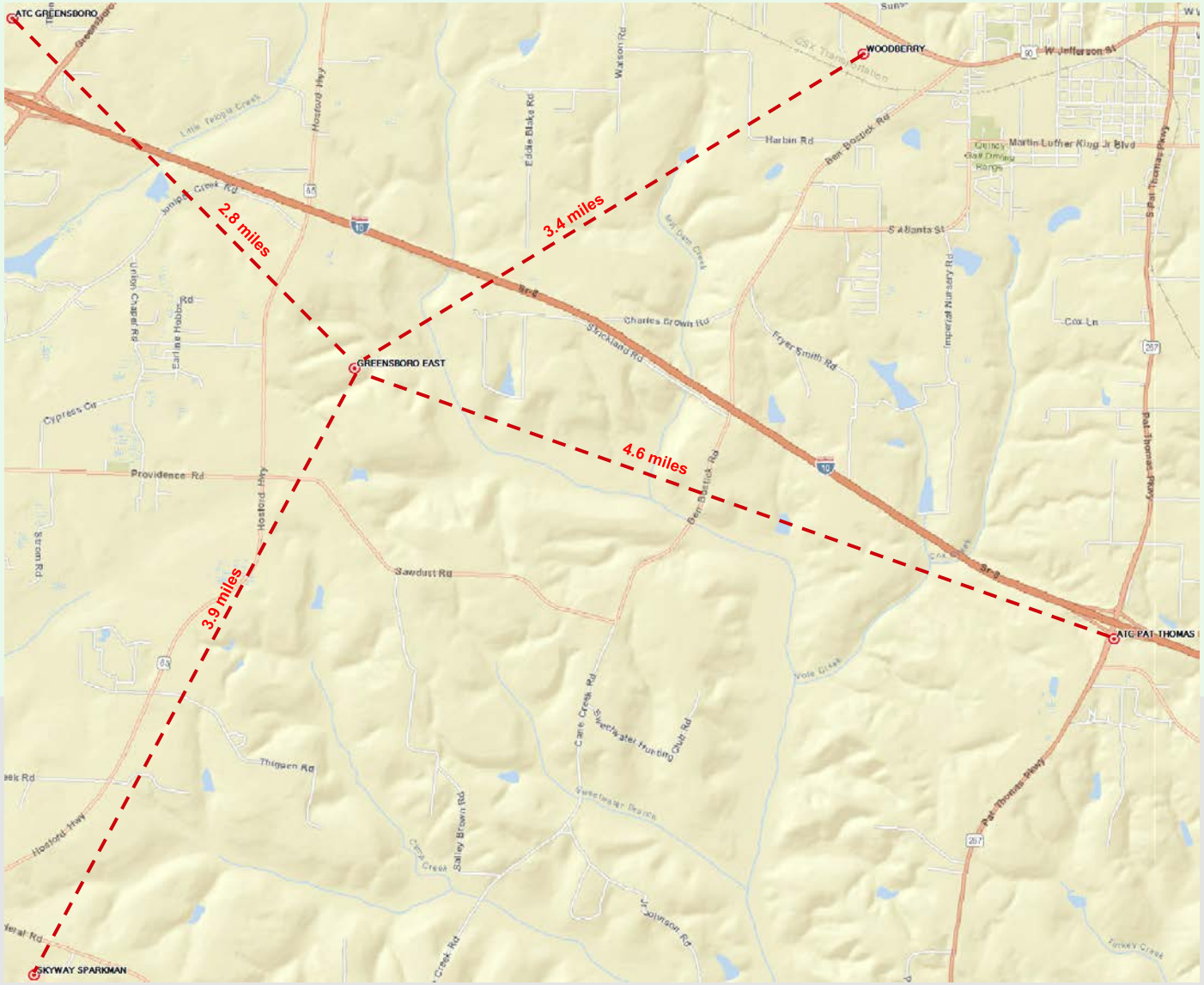
Coverage is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

Capacity is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.

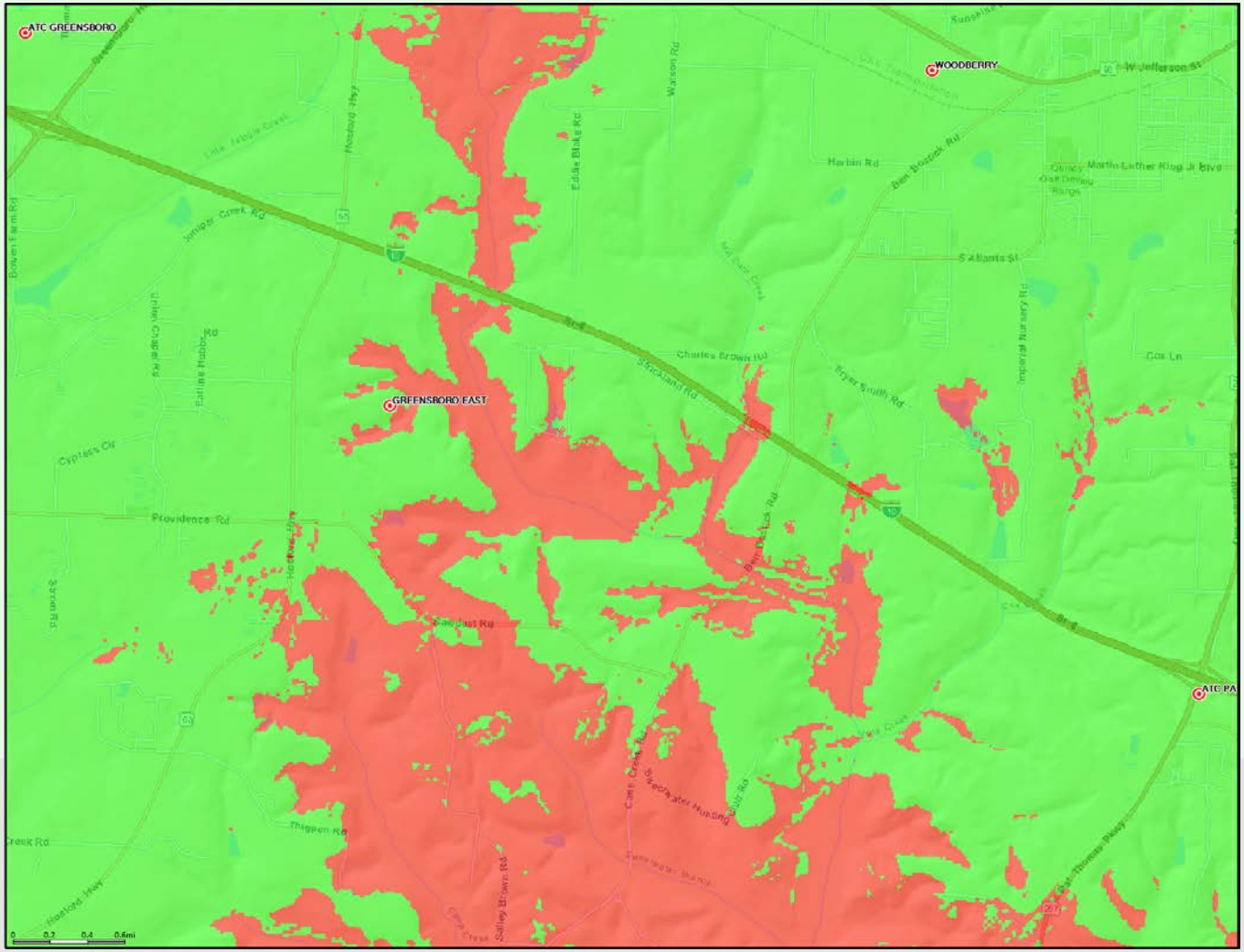
Verizon Wireless First Tier Handoff Sites

ASR#/FAA Study#	Tower Owner	Verizon Cell Site Name	Tower Height AGL (ft)	Structure Type	Latitude	Longitude
1026874	American Towers LLC	ATC GREENSBORO	415	Guyed-tower	30.585444	-84.702111
1065296	Florida, State of	WOODBERRY	321	Self-support	30.584819	-84.620786
2000-ASO-742-OE	LODESTAR TOWERS, INC.	ATC PAT THOMAS PKWY	180	Self-support	30.537133	-84.595144
1296339	Skyway Towers, LLC	SKYWAY SPARKMAN	265	Self-support	30.506511	-84.697
N/A	Proposed Tower	GREENSBORO EAST	250	Tower	30.557467	-84.668386

Verizon Wireless First Tier Handoff Sites



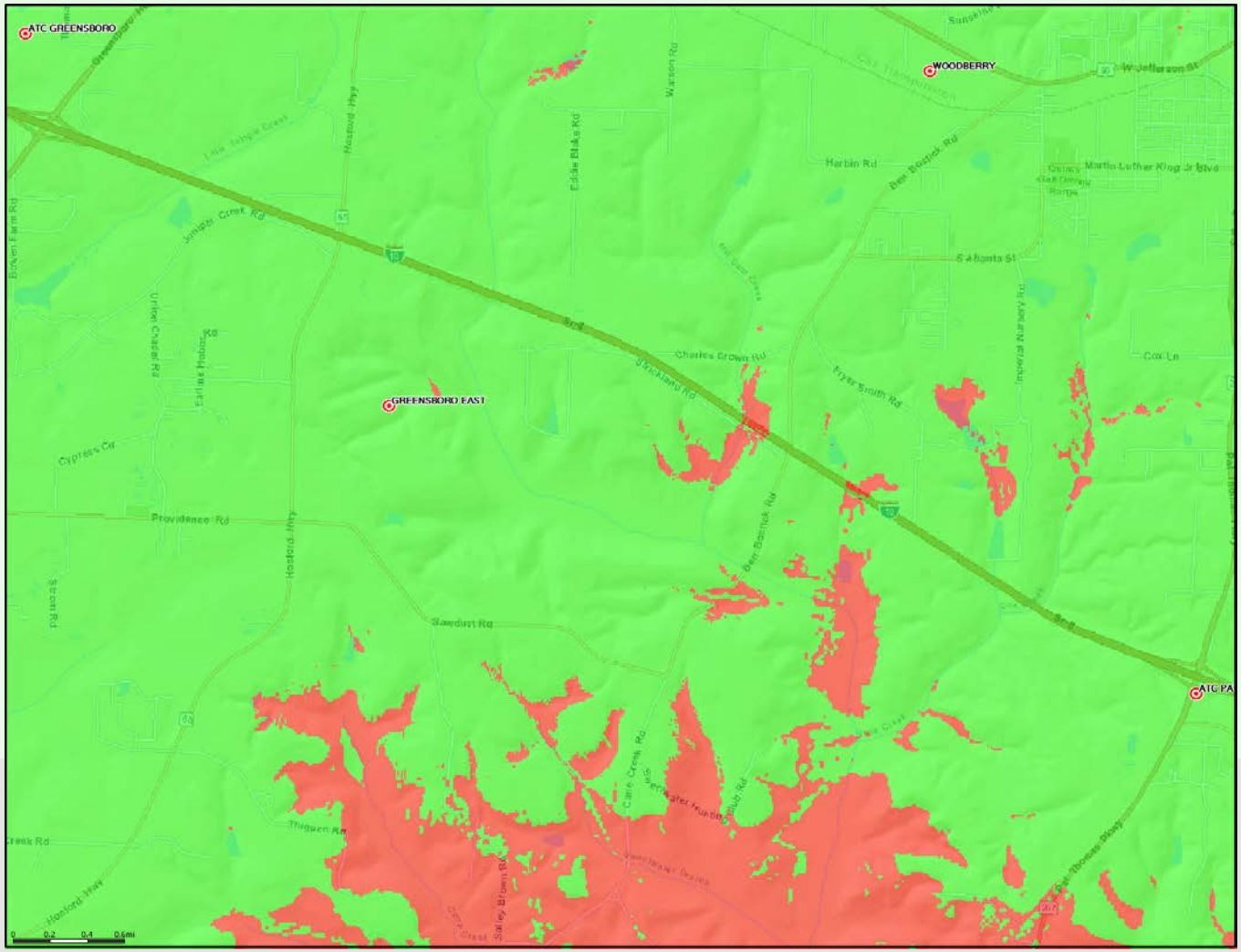
Current Coverage



Coverage Thresholds

- Reliable Service
- Not-Reliable Service

Future Coverage with proposed site



Coverage Thresholds

- Reliable Service
- Not-Reliable Service

13.Application for Concurrency Review

Gadsden COUNTY
PLANNING AND COMMUNITY DEVELOPMENT

1-B East Jefferson Street, Post Office Box 1799, Quincy, FL 32353-1799
Phone (850) 875-8663 Fax (850) 875-7280
E-mail: planning@gadsdencountyfl.gov Web site: www.gadsdencountyfl.gov

APPLICATION FOR CONCURRENCY REVIEW

Parcel Identification Number: 3-19-2N-4W-0000-00130-0000
Location/Address: Hosford Highway, Quincy Florida

Property Owner (Print): Tarpon Towers II, LLC, Brett Buggeln (Applicant) Calvin Burton Cooksey (Landowner)
Address: 1001 3rd Avenue West, Suite 420 City: Bradenton State: FL Zip: 34205
Phone: 941-757-5010 E-Mail: BBuggeln@TarponTowers.com

Authorized Representative (Print): Robert Volpe, Hopping Green & Sams, P.A.
Address: 119 S. Monroe Street, Suite 300 City: Tallahassee State: FL Zip: 32301
Phone: 850-222-7500 E-Mail: rvolpe@hgslaw.com

Preliminary Development Orders may be issued without a concurrency evaluation. At the applicant's option, concurrency evaluation may be deferred until a site development construction plan development order is applied for. No building permit will be issued until concurrency review is approved.

Submittal Requirements:

x Fee ($110.00). Checks to be made out to the Gadsden County Board of County Commissioners

x Completed Application

n/a Transportation and/or turn lane analysis (as required by County Engineer and/or FDOT)

Size of the project parcel: 10,000 SF # of Phases: n/a

Specific Uses or uses proposed to be expanded: 250' Self-supported Communication Tower

Type and # of Residential Units (single family, duplex, multi-family, etc.): n/a

Type and Square footage of non-residential uses (e.g. club house, restaurant, office, manufacturing, etc.): n/a

Gross Floor Area (GFA), Square footage and number of units for each phase:

Existing GFA, # of units and/or square footage: n/a

Proposed GFA, # of units and/or square footage: n/a

Total GFA, # of units and/or square footage: n/a

Stormwater:

n/a On site n/a Master stormwater system

Water:

n/a Central Water System n/a Well(s), on-site

Sewer:

n/a Central Sewer n/a Central, Package Plant n/a Septic System n/a Septic, Advanced treatment,

Transportation Impacts:

ITE Code and Existing Level of Service (Attach additional tables & data if necessary.) Include Trips generated by the proposed project using the latest ITE Trip-Generation Handbook.

ITE Code	Land Use	# Units	Daily Trips	Peak Hour Trips
n/a	n/a	n/a	n/a	n/a
	Totals			

Include the following information for State & County roads impacted by the proposed development.

Road	Segment	Maximum Service Volume	LOS	Existing Peak Hour Volume	PM Peak Hour Trips Added	New Peak Hour Volume
SR 65	Liberty - SR12	850	C	122	n/a	122

LOS standards do not apply to local roads. LOS information required may be obtained from the FDOT District 3 Level of Service Tables at http://www.fdot.gov/planning/systems/programs/SM/los/districts/district3/2016/Gadsden.pdf.

Public School Capacity:

Planning will calculate impact to LOS based on # of Residential units proposed.

Parks:

Planning will calculate impact to LOS based on # of Residential units proposed.

I hereby certify that the information contained in this application is true and accurate and that I am either the owner or the subject property, or am the authorized representative of the property owner in regards to this matter.

_____ I AM THE OWNER

x_____ I AM THE LEGAL AUTHORIZED REPRESENTATIVE OF THE OWNER (Reference attached Authorization to Represent submitted with the development application.)

Signature of Owner or Authorized Representative 3/4/2020 Date

14. Gadsden County Citizens Growth Management and Planning Bill of Rights Neighborhood Plan:
    a. CBOR Submittal Requirements Check List
    b. Notice of Citizen's Bill of Rights Meeting, February 7, 2020
    c. Mailing List of Property Owners within 0.50 mile
    d. Mailing receipt
    e. Legal Advertisement
    f. Sign-In Sheet
    g. Minutes from CBOR Meeting

Gadsden County
Citizens Growth Management and Planning
Bill Of Rights

Submittal Requirements Check List

Applicants are responsible for Public Hearing Notice & Advertisements

The following items must be addressed and written verification provided with applications requiring Planning Commission review and Board of County Commission Approval pursuant to Ordinance #2010-05:

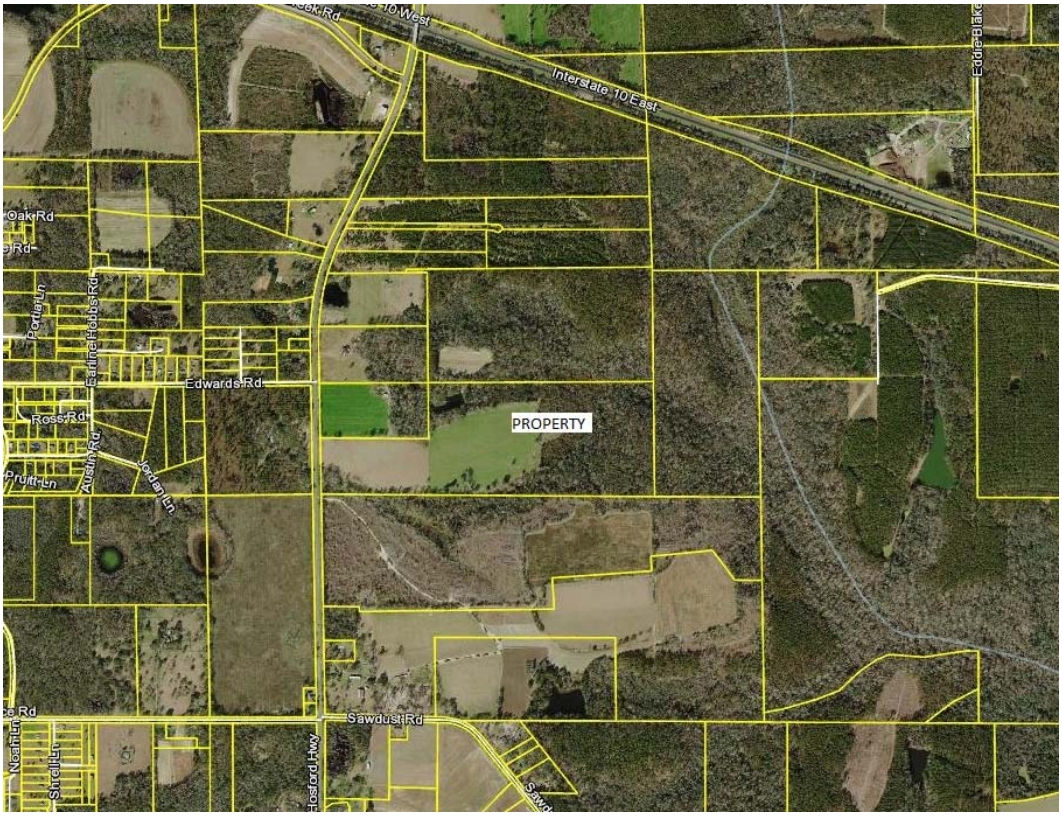
Check List

1. ✓ Date of the CBR meeting (within 90 days of application).
2. ✓ Copy of the Mailing List to Property Owners within 0.50 of a mile from the subject parcels
3. ✓ Copy of receipt for mailing receipt verifying the date & number of pieces mailed.
4. ✓ Copy of legal advertisement from the closest local newspaper: Twin City New (Chattahoochee), Gadsden County Times (Quincy), and Havana Herald (Havana).
   1. Gadsden County Times - advertising@gadsdenotimes.com
   2. Havana Herald - nick@havanaherald.net
   3. Twin City News - tcnews@fairpoint.net
5. The advertisement should include the following information:
   i. A title. For example, "You are invited to attend a Public Meeting to discuss (development name & description) as required by the Gadsden County Growth Management and Planning Bill of Rights."
   ii. A location map indicating the subject property and properties within a 0.50 radius or greater sufficient so that the location can be identified.
   iii. The date, time, place of the meeting
6. ✓ Copy of Sign-up Sheet with the Name, Address & Phone numbers of attendees
7. ✓ A summary of the meeting that identifies issues raised and/or discussed and whether they were resolved or not; and, how the plans incorporated and/or resolved the issues.

G:\Applications\Citizens Bill of Rights\Citizen Bill of Rights Checklist.doc

Notice of Citizen's Bill of Rights Meeting

A meeting will be held at 732 S. Pat Thomas Parkway Quincy, FL in the Bill McGill Gadsden County Public Library front large conference room on Friday, February 7, 2020 beginning at 5:00PM ending at 6:00PM to discuss a proposed special use application for new 250 ft. telecommunications tower and facility located on Hosford Highway, parcel ID 3-19-2N-4W-0000-00130-0000.



If you are unable to attend or have any questions, please call:
Hopping Green & Sams, (850) 222-7500
Ask for Robert Volpe

27MX LLC
12346 EAGELE CHASE WAY
NEW PORT RICHEY, FL 34655

27MX LLC
12346 EAGLE CHASE WAY
NEW PORT RICHEY, FL 34655

ARNOLD WILLIAM E AND BETTY ANN
CO TRUSTEES OF REVOCABLE TRUST
21251 NE 75TH ST
WILLISTON, FL 32696

BARBER MARY
1010 OLD FEDERAL RAD
QUINCY, FL 32351

CHURCH WOODLAND PRESBYTERIAN
AT SAWDUST
7455 HOSFORD HWY
QUINCY, FL 32351

CHURCH WOODLAND
PRESBYTERIAN
7455 HOSFORD HWY
QUINCY, FL 32351

COOKSEY CALVIN B
P O BOX 711
QUINCY, FL 32353-0711

COOKSEY CALVIN BURTON AND
MARY KAY COOKSEY
P O BOX 711
QUINCY, FL 32353

COOKSEY CALVIN BURTON OR
MARY KAYE COOKSEY
P O BOX 711
QUINCY, FL 32353

COOKSEY CALVIN BURTON
P O BOX 711
QUINCY, FL 32353-0711

COOKSEY CALVIN BURTON
P O BOX 711
QUINCY, FL 32353-0771

CURRY WINIFRED L AND BARBARA J
8201 HOSFORD HWY
QUINCY, FL 32351

DARBY JIMMY DWAYNE
8433 HOSFORD HWY
QUINCY, FL 32351

DARBY OLIVIA
8201 ENDIVE AVE
TAMPA, FL 33619

DAVIS GARY M & ELIZABETH L
7560 HOSFORD HWY
QUINCY, FL 32351

DAVIS GARY M & ELIZABETH L
7560 HOSFORD HWY
QUINCY, FL 32351-9455

EVERGREEN PLANTATION LLC
210 ROSEHILL LN
TALLAHASSEE, FL 32312

GUNN ZELLIE HEIRS OF
C/O ROBERT GUNN
219 JORDAN LN
QUINCY, FL 32351

HERRON MARY
C/O ALICE HERRON PENN
P O BPX 2154
QUINCY, FL 32353

JACKSON ANNIE RUTH
40 LIVE OAK RIDGE ROAD
QUINCY, FL 32351

JORDAN ALICE EST
C/O GLADYS JORDAN SMITH
140 WEST 32ND COURT
RIVIERA, FL 33404

JORDAN BERNICE HEIRS OF
C/O CLINTON JORDAN
364 THIGPEN RD
QUINCY, FL 32351

JORDAN MEADIE HIERS OF
C/O MARY J JOHNSON
928 BETHUME DR
ORLANDO, FL 32805

JORDAN MERRITT JR
11420 CLEAR CREEK PL
BOCA RATON, FL 33428

JORDAN MERRITT JR
1396 35TH ST W
APT 3
RIVIERA BEACH, FL 33404-2980

LEE DOROTHY A
5282 YAUPON HOLLY DR
PORT ST JOE, FL 32927-3425

LEE ROBERT F REVOCABLE TRUST
7504 HOSFORD HWY
QUINCY, FL 32351

MANUEL STEVE & SYLVIA AND
VASSIE DUDLEY ET AL
109 JOHN WALKER ROAD
QUINCY, FL 32351

MANUEL STEVE
109 JOHN WALKER RD
QUINCY, FL 32351

MARTIN LURETHA
5356 BEN BOSTIC RD
QUINCY, FL 32351

MAXWELL WALTER K & JANICE F
P O BOX 66
GRETNA, FL 32332

MAXWELL WALTER K AND JANICE F
P O BOX 66
GRETNA, FL 32332

MCMILLAN LUCILLE
700 EARLINE HOBBS RD
QUINCY, FL 32351

MCMILLAN MARY ALICE
746 EARLENE HOBBS RD
QUINCY, FL 32351

MCMILLAN MARY ALICE
746 EARLINE HOBBS RD
QUINCY, FL 32351

MCMILLIAN BARBARA D
70 LIVE OAK RIDGE RD
QUINCY, FL 32351

MORRISON SANDRA J
8551 HOSFORD HWY
QUINCY, FL 32351

PHILLIPS JAMES E AND LISA W
3895 PROVIDENCE RD
QUINCY, FL 32351

PHILLIPS JAMES E AND LISA W
3895 PROVIDENCE ROAD
QUINCY, FL 32351

PORTILLO JOSE A MUNOZ
636 UNION CHAPEL RD
QUINCY, FL 32351

QUINTANILLA ESTEBAN &
SAMABRIA ROSA A
P O BOX 614
GRETNA, FL 32332

QUINTANILLA ESTEBAN
420 EDWARDS RD
QUINCY, FL 32351

REYES MARIA A MALDONADO AND
MELVIN A SANTOS (JTWROS)
8230 HOSFORD HIGHWAY
QUINCY, FL 32352

SAILOR TESSIE
1178 MERION DR
MT DORA, FL 32757-8724

SAMFORD CYNTHIA STRICKLAND AND
GARRETT STRICKLAND
PO BOX 266
QUINCY, FL 32353

SHEFFIELD WESLEY J JR
1095 GLORY RD
QUINCY, FL 32352

SMITH FAMILY FARMS OF
NORTH FLORIDA LLC
1502 LAKEWOOD DR
BAINBRIDGE, GA 39819

STANGEL JAMES & MEREDITH
1373 HOLLOW OAK CIRCLE
TALLAHASSEE, FL 32308

STANGEL JAMES H & MEREDITH
1373 HOLLOW OAKS CIRCLE
TALLAHASSEE, FL 32308

STOUTAMIRE JONNIE
1800 HERMITAGE BLVD
APT 402
TALLAHASSEE, FL 32308-7611

TEJADA EDWIN
201 MALCOM ST S
QUINCY, FL 32351

TEJADA ROBERTO C AND
ELSA ARELY MORALE TEJADA
2123 HARIET DR
TALLAHASSEE, FL 32303

THIGPEN JUANITA
1288 THIGPEN RD
QUINCY, FL 32351

THOMAS JUDY AND PRENELL &
TROVELL WHITE
P O BOX 384
GREENSBORO, FL 32330-0384

THOMPSON ADAM DANIEL
8249 HOSFORD HWY
QUINCY, FL 32351

THOMPSON LEX C
6863 PROCTOR RD
TALLAHASSEE, FL 32309

THURMAN JAMES A
P O BOX 203
GREENSBORO, FL 32330-0203

TIMM FAMILY PARTNERS LLLP
12346 EAGLE CHASE WAY
NEW PORT RICHY, FL 34655

WALKER ANDREW AND VICTORIA
370 EDWARDS RD
QUINCY, FL 32351-7579

WILLIAMS DENARIUS
490 EARLINE HOBBS RD
QUINCY, FL 32351-7511

WRIGHT DEBRA L
292 EDWARDS RD
QUINCY, FL 32351

PARK AVENUE
221 W PARK AVE
TALLAHASSEE, FL 32301-7700
118892-0683
(800)275-8777
01/23/2020 01:55 PM

Product	Qty	Unit Price	Price
PurpleHeartMedal	49	$0.55	$26.95
Total:			$26.95

Credit Card Remitd $26.95
(Card Name:VISA)
(Account #:XXXXXXXXXXXX1418)
(Approval #:048754)
(Transaction #:835)
(AID:A0000000031010 Chip)
(AL:VISA CREDIT)
(PIN:Not Required)

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
Track your Packages
Sign up for FREE @
www.informeddelivery.com

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

HELP US SERVE YOU BETTER

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

Go to:
https://postalexperience.com/Pos

840-5320-0104-003-00021-60289-01

or scan this code with
your mobile device:

or call 1-800-410-7420.

YOUR OPINION COUNTS

Receipt #: 840-53200104-3-2160289-1
Clerk: 77

+

THE GADSDEN TIMES
Quincy, Gadsden County, Florida
STATE OF FLORIDA
COUNTY OF GADSDEN
SS

Before the undersigned authority personally appeared a representative of FLORIDA NEWSPAPERS, INC. who on oath does say they are the publisher of The Gadsden County Times, a newspaper published in Quincy, Florida.

PUBLIC NOTICE

RE: Notice of citizens' bill of rights meeting - FL 1778

The above public notices were published in The Gadsden County Times newspaper issues on the following dates...
January 23, 2020

Affiant further says said The Gadsden County Times is a newspaper published in Quincy, in said Gadsden County, Florida, and the said newspaper has heretofore been continuously published in said Gadsden County, Florida, each Thursday and has been entered as second class mail matter at the post office in Quincy in said Gadsden County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says he has neither paid nor promised any person, firm or corporation any discount, in securing this advertisement for publication in the said newspaper.

WILLIAM SNOWDEN
Sworn to and subscribed before me

On **January 23, 2020**

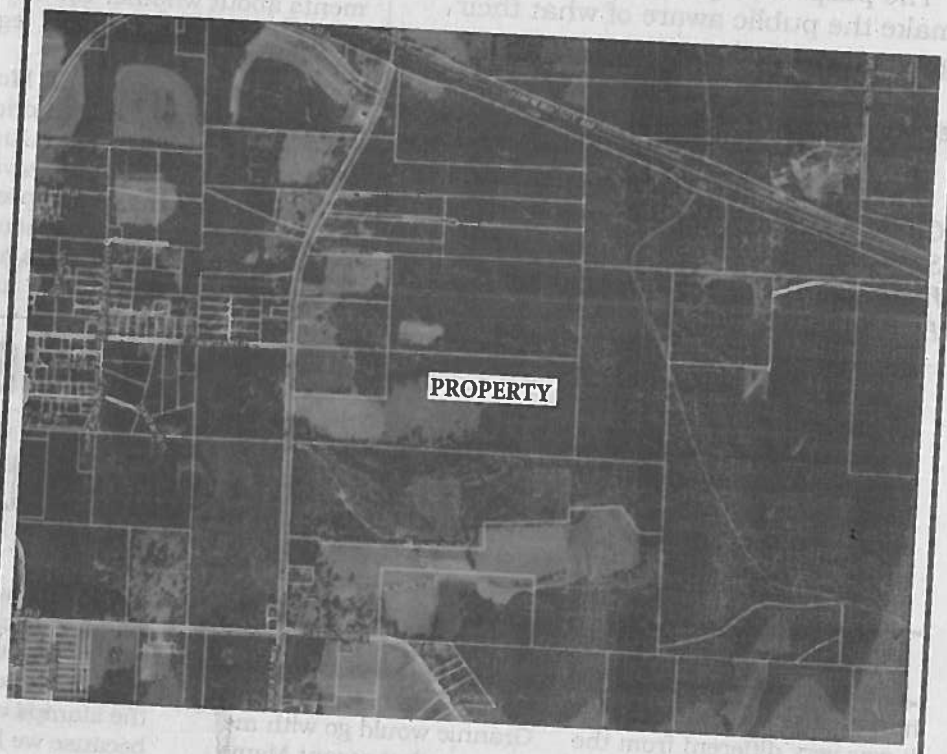
Notary:
State of Florida at Large
WILLIAM SNOWDEN is personally known to me X

NOTARY PUBLIC:

LAFOYA RENEA HOUSE BELL
Notary Public-State of Florida
Commission # GG 349336
My Commission Expires
June 27, 2023

Notice of Citizen's Bill of Rights Meeting

A meeting will be held at 732 S. Pat Thomas Parkway Quincy, FL in the Bill McGill Gadsden County Public Library front large conference room on Friday, February 7, 2020 beginning at 5:00PM ending at 6:00PM to discuss a proposed special use application for new 250 ft. telecommunications tower and facility located on Hosford Highway, parcel ID 3-19-2N-4W-0000-00130-0000.



If you are unable to attend or have any questions, please call:

Hopping Green & Sams, (850) 222-7500 Ask for Robert Volpe

JAN 23, 2020 AD# XTUV

Sign in Sheet

Gadsden County – Citizen's Bill of Rights Meeting
Friday, February 7, 2020 at 5 PM

Special Use Application for New 250 ft. Telecommunications Tower & Facility on Hosford Highway in Gadsden County, Florida
(Property ID # 3-19-2N-4W-0000-00130-0000).

Print Name	Address	Phone
Don Stewart	102 Timber Run	850-539-7777

Citizen's Bill of Rights Meeting - Greensboro East

DATE: February 7, 2020

LOCATION: Bill McGill Gadsden County Public Library, 732 S. Pat Thomas Parkway, Quincy, Florida

CONVENED: 5:00 PM

ADJOURNED: 6:00 PM

DOCUMENTS PROVIDED FOR PUBLIC REVIEW:

1. Aerial Map and Site Information from Gadsden County Property Appraiser
2. Proposed Site Plans
3. RF Engineering Support Materials
4. Tower Site Candidate Location Analysis
5. CBOR Meeting notices - published and mailed

IN ATTENDANCE: Robert Volpe, Hopping Green & Sams (Agent of Applicant); Don Stewart

CONCERNS RAISED DURING MEETING: NONE

OTHER TOPICS DISCUSSED: Mr. Volpe and Mr. Stewart discussed the Citizen's Bill of Rights meeting process.

MINUTES PREPARED BY: Robert Volpe

SIGNATURE: _____

4700 Exchange Ct
Suite 100
Boca Raton, FL 33431

April 22, 2020

Gadsden County Board of County Commissioners
Planning Division
Attn: Jill A. Jeglie
1-B East Jefferson Street
Quincy, FL 32353

Re: Letter of Confirmation of Involvement and Intent to Occupy

Dear Ms. Jeglie:

This letter indicates a non-binding confirmation by Verizon Wireless regarding the proposed wireless telecommunications facility located at Hosford Highway, Quincy, FL (Parcel ID 3-19-2N-4W-0000-00130-0000), which is the subject of the Wireless Telecommunications Facility Application from Tarpon Towers II, LLC ("Tarpon").

Upon approval and construction of the proposed telecommunications facility, Verizon intends to occupy the tower as a carrier under a forthcoming mutually acceptable lease agreement with Tarpon. Verizon confirms its involvement in the proposed application as a licensed carrier and telecommunications provider and is in agreement with the proposed location as indicated by the supplied RF Analysis.

Thank you for your consideration of Tarpon's application for the wireless telecommunications facility.

Sincerely,

Jhonathan Montenegro
Sr. Manager – Real Estate/Regulatory
Florida Network Engineering

verizon

6. Site Plans including Boundary Survey and Legal Description

Included at back of packet.

Post Office Box 1679
Quincy, Florida
32353-1679
Quincy: (850) 627-7651

TALQUIN
ELECTRIC COOPERATIVE, INC.
WATER & WASTEWATER, INC.

1640 West Jefferson Street
Quincy, Florida
32351-5679
Tallahassee: (850) 878-4414

March 10, 2019

MEMORANDUM
RE: 267 BAINBRIDGE RD, COASTAL FUTURE LAND USE MAP AMENDMENT FOR FUTURE CVS

To: Jill Jeglie

From: RaSarah Browder Johnson, Development Coordinator (On Behalf of Talquin Engineering and Water Department)

Talquin has the capacity to serve the parcel with Electric and Water. We have a 6" main on the same side of the road as the proposed development. As to electric, we have an existing 3-ph aerial (OH) line that currently parallels & traverses the subject parcel. We should be able to adequately serve any commercial retail store.

TARPON TOWERS

FL1778 - GREENSBORO EAST
250' SELF SUPPORT
ZONING DRAWINGS

SITE INFORMATION

SITE NAME:	GREENSBORO EAST
SITE NUMBER:	FL1778
PARENT PARCEL ADDRESS:	HOSFORD HWY QUINCY, FL 32351
TOWER OWNER:	TARPON TOWERS
PROPERTY OWNER:	CALVIN BURTON COOKSEY
PARCEL NUMBER:	3-19-2N-4W-0000-00130-0000
ACREAGE OF PARENT PARCEL:	100 ACRES
ACREAGE OF PROPOSED LEASE AREA:	0.13 ACRES (10,000 SQ. FT.)
JURISDICTION:	GADSDEN COUNTY
PARCEL'S ZONING DISTRICT:	A-2
SITE TYPE:	RAWLAND
SITE COORDINATES:	N30° 33' 26.88" (LAT) W84° 40' 06.19" (LON)
STRUCTURE TYPE:	SELF SUPPORT
STRUCTURE HEIGHT:	250' AGL

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION; THEREFORE, THERE IS NO HANDICAP ACCESS REQUIRED.

THE PROPOSED FACILITY IS NOT INTENDED FOR PERMANENT EMPLOYEE OCCUPANCY; THEREFORE, ADDITIONAL SITE PARKING IS NOT REQUIRED.

OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION BY TECHNICIANS APPROXIMATELY ONCE A MONTH.

DOES NOT REQUIRE POTABLE WATER, SEPTIC TANKS OR SANITARY SERVICE.

NO EXISTING FIRE HYDRANTS OR WATER LINES ARE IN THE VICINITY OF THE PROPOSED TOWER.

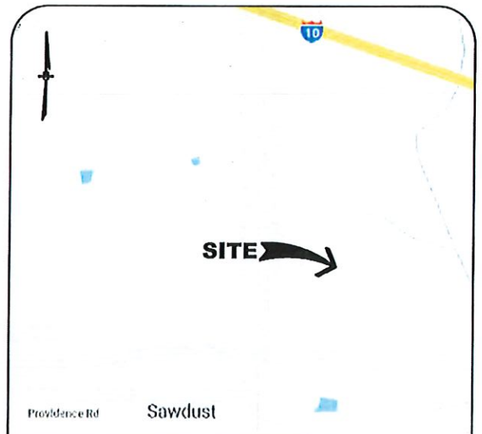
PROJECT SCOPE OF WORK:

THIS PROJECT CONSISTS OF A 250' SELF SUPPORT TOWER WITH FOUNDATION, FENCING, AND FUTURE GROUND WORK.

DIRECTIONS:

PROCEED TO VETERANS EXPY TOLL ROAD 52.9 MI, 49 MIN TAKE RAMP FOR US-98 WEST TOWARD CRYSTAL RIVER 0.4 MI TURN LEFT ONTO US-98 N / SR-700 N / PONCE DE LEON BLVD 4.4 MI TURN RIGHT ONTO US-19 N / US-98 N / S SUNCOAST BLVD 21.8 MI, 34 MIN KEEP STRAIGHT ONTO US-98 W / US-19 N / N SUNCOAST BLVD 1.4 MI ROAD NAME CHANGES TO US-98 N / US-19 N 10.0 MI KEEP RIGHT ONTO SR-121 N / SE STATE ROAD 121 0.2 MI BEAR LEFT ONTO CR-336 W 0.3 MI KEEP STRAIGHT ONTO US-98 N / US-19 N 25.4 MI, 27 MIN BEAR RIGHT ONTO US-98 / US-19 / S MAIN ST 0.5 MI KEEP STRAIGHT ONTO US-19 N / US-98 N / N MAIN ST 0.3 MI KEEP STRAIGHT ONTO US-27 N ALT / US-98 N / US-19 N / N MAIN ST / N YOUNG BLVD 20.3 MI, 31 MIN BEAR RIGHT ONTO US-27 ALT / US-19 / US-98 46.3 MI, 54 MIN KEEP STRAIGHT ONTO US-19 N / US-27 N / SR-20 W / S BYRON BUTLER PKWY 29.2 MI, 32 MIN TURN RIGHT ONTO US-19 N / SR-57 N / S JEFFERSON 4.8 MI TAKE RAMP LEFT FOR I-10 W 50.6 MI, 45 MIN AT EXIT 174, TAKE RAMP RIGHT FOR SR-12 TOWARD GREENSBORO / GRETNA 0.2 MI TURN RIGHT ONTO SR-12 E / GREENSBORO HWY 2.2 MI TURN RIGHT ONTO SR-65 / HOSFORD HWY 3.2 MI ARRIVE AT SR-65 / HOSFORD HWY THE LAST INTERSECTION IS SAWDUST RD / CR-274

THE CONTRACTOR MUST VERIFY ALL FIELD MEASUREMENTS AND CONDITIONS PRIOR TO BID AND TO COMMENCEMENT OF CONSTRUCTION.



KEY MAP

AREA MAP

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
T-1	TITLE SHEET
SV-1	SURVEY (BY OTHERS)
SV-2	SURVEY (BY OTHERS)
SV-3	SURVEY (BY OTHERS)
SV-4	SURVEY (BY OTHERS)
Z-1	SETBACK PLAN
Z-1.1	RESIDENTIAL SETBACK PLAN
Z-2	OVERSITE SITE PLAN
Z-3	ENLARGED SITE & TOWER ELEVATION
Z-4	FENCE AND SIGN DETAILS

BUILDING CODES AND STANDARDS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

BUILDING/DWELLING CODE:	2017 FBC
STRUCTURAL CODE:	2017 FBC
PLUMBING CODE:	2017 FBC
MECHANICAL CODE:	2017 FBC
ELECTRIC CODE:	NFPA 70
FIRE/LIFE SAFETY CODE:	FLORIDA FIRE PROTECTION CODE
DESIGN WIND SPEED:	119 MPH
RISK CATEGORY:	II
EXPOSURE CATEGORY:	C

RISK CATEGORY DESIGN WIND SPEEDS ARE BASED ON ASCE 7-10 CRITERIA FOR A 3-SECOND GUST. REFER TO STRUCTURAL ANALYSIS IN THE EVENT A CONFLICT ARISES BETWEEN STANDARD REQUIREMENTS AND LISTED CODES, THE MORE RESTRICTIVE REQUIREMENT WILL TAKE PRECEDENCE.

811 KNOW WHAT'S BELOW. ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.sunshine811.com

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	01/15/20	REVISED PER COMMENTS	NAP
B	11/26/19	REVISED PER COMMENTS	NAP
A	10/01/19	ISSUED FOR REVIEW	NAP

DRAWN BY: NAP
CHECKED BY: TWD

KHA PROJECT NUMBER: 148991022

ENGINEER SEAL:
RICHARD JOHNSTON LICENSE No. 85387 STATE OF FLORIDA PROFESSIONAL ENGINEER
02/24/20
RICHARD JOHNSTON, PE
FL PROFESSIONAL ENGINEER LIC. # 85387
FL CERTIFICATE OF AUTHORIZATION # 00000696

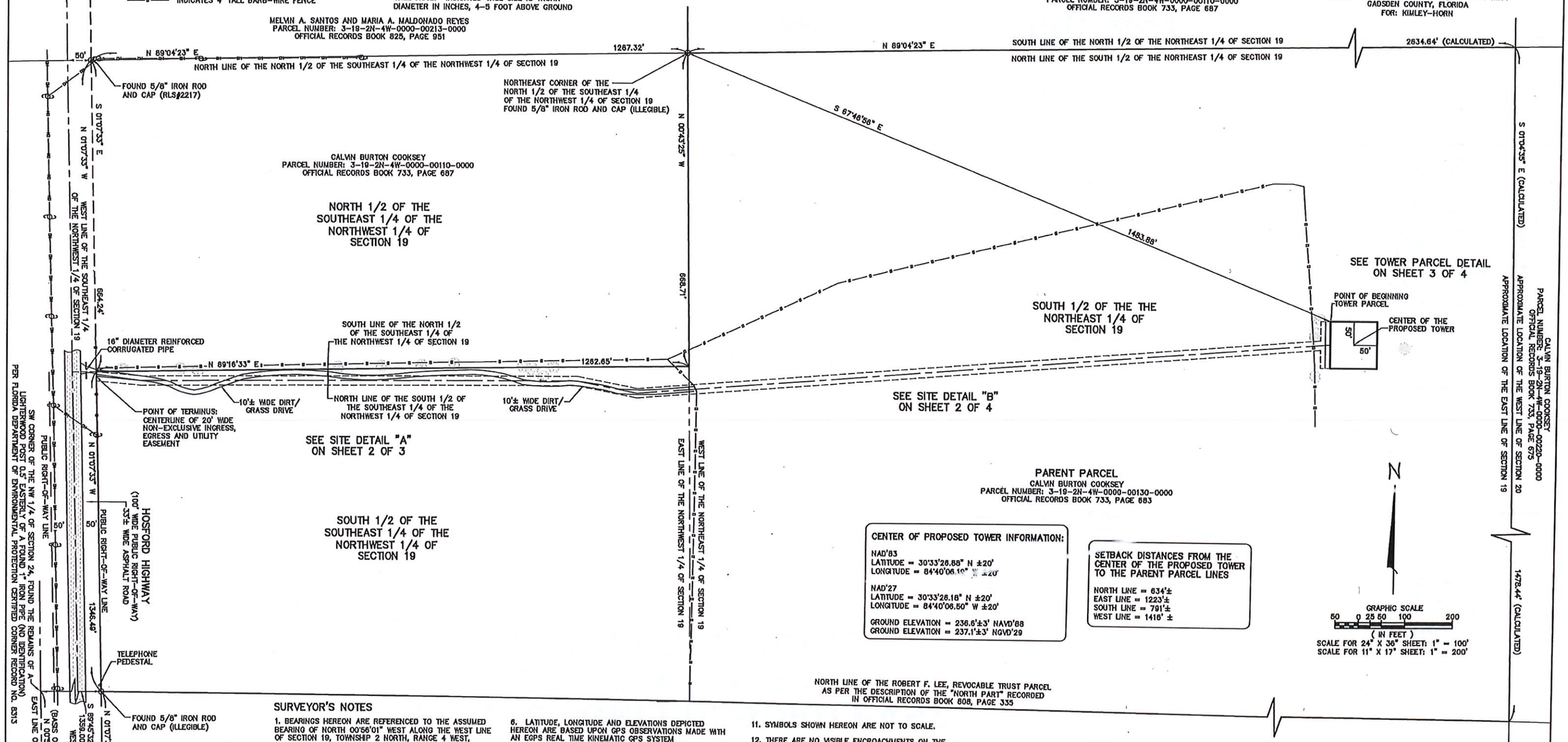
PROJECT INFORMATION:
GREENSBORO EAST
FL1778
HOSFORD HWY
QUINCY, FL 32351

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 19, TOWNSHIP 2 NORTH, RANGE 4 WEST
GADSDEN COUNTY, FLORIDA
FOR: KIMLEY-HORN



SURVEYOR'S NOTES

1. BEARINGS HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 00°56'01" WEST ALONG THE WEST LINE OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 4 WEST, GADSDEN COUNTY, FLORIDA.

2. UNDERGROUND UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED, ABOVEGROUND INDICATIONS SET BY OTHERS. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY THIS OFFICE.

3. THE BOUNDARY & TOPOGRAPHIC SURVEY AND DESCRIPTION SKETCH SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED JULY 18, 2019.

4. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A TOWER PARCEL AND ASSOCIATED EASEMENT. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.

6. LATITUDE, LONGITUDE AND ELEVATIONS DEPICTED HEREON ARE BASED UPON GPS OBSERVATIONS MADE WITH AN EGPS REAL TIME KINEMATIC GPS SYSTEM INCORPORATING A CHAMPION TKO GPS RECEIVER.

7. ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NAVD'88 DATUM.

8. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR AN ABSTRACT. THIS OFFICE HAS NOT PERFORMED A SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, ZONING, SETBACKS OR DEED RESTRICTIONS.

9. THE TOWER LEASE AREA AND THE ASSOCIATED NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT ARE LOCATED ENTIRELY WITHIN THE PARENT PARCEL.

10. THE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT RUNS FROM THE WESTERLY SIDES OF THE SUBJECT TOWER LEASE AREA TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HOSFORD HIGHWAY, A PUBLIC RIGHT-OF-WAY.

11. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.

12. THERE ARE NO VISIBLE ENCROACHMENTS ON THE TOWER LEASE AREA OR ASSOCIATED EASEMENT AT THE TIME OF THIS SURVEY.

13. PARENT PARCEL STREET ADDRESS: HOSFORD, QUINCY, FL 32351

FLOOD NOTE

ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 120091 0225 F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR GADSDEN COUNTY, FLORIDA, DATED 2/4/2009, THE SUBJECT PROPERTY IS IN FLOOD ZONE "X", "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

DAVID G. SHORT PROFESSIONAL SURVEYOR & MAPPER CERTIFICATE No. 5022 STATE OF FLORIDA

GEOLINE SURVEYING, INC., LB 7082

David G. Short 10/30/2019

DAVID G. SHORT
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE OF REGISTRATION NO. 5022

REVISED 10/30/2019: REVISED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS, AND UTILITY EASEMENT

GEOLINE SURVEYING, INC.
Professional Land Surveyors
15450 NW 104th Terrace, Suite A
Alachua, Florida 32615
(386)418-0500 Fax:(386)462-9986
geoline@geolineinc.com

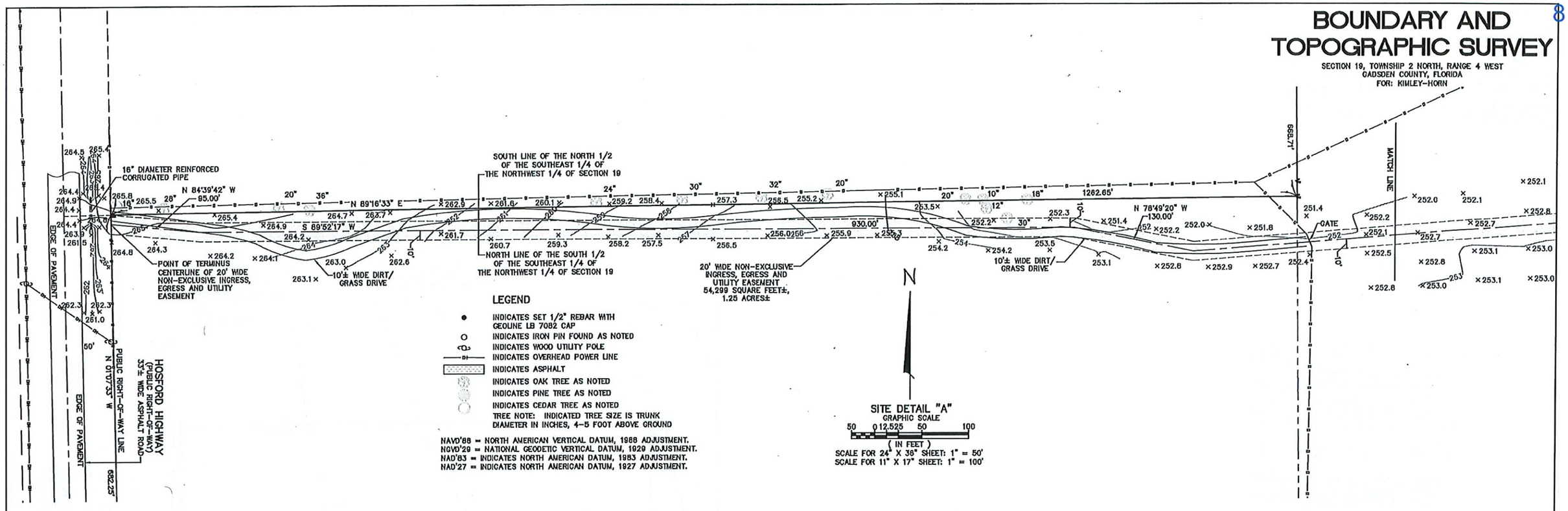
DESIGNED	KEITH BARTON	SCALE	AS SHOWN
DRAWN	KEITH BARTON	DATE	JULY 18, 2019
CHECKED	DAVE SHORT	PROJECT #	344-171

GREENSBORO EAST / FL1770 SITE
GADSDEN COUNTY, FLORIDA
ADDRESS: HOSFORD HIGHWAY, QUINCY, FL 32351

DRAWING# 344-171 | FLORIDA TOWER PARTNERS | SHEET# 1 OF 4

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 19, TOWNSHIP 2 NORTH, RANGE 4 WEST
GADSDEN COUNTY, FLORIDA
FOR: KIMLEY-HORN



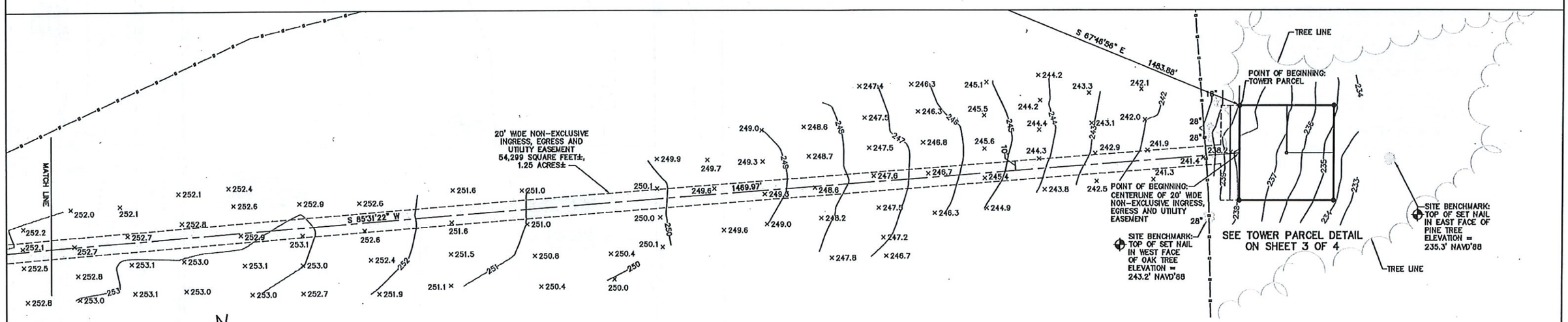
LEGEND

- ● INDICATES SET 1/2" REBAR WITH GEOLINE LB 7082 CAP
- ○ INDICATES IRON PIN FOUND AS NOTED
- INDICATES WOOD UTILITY POLE
- INDICATES OVERHEAD POWER LINE
- INDICATES ASPHALT
- INDICATES OAK TREE AS NOTED
- INDICATES PINE TREE AS NOTED
- INDICATES CEDAR TREE AS NOTED

TREE NOTE: INDICATED TREE SIZE IS TRUNK DIAMETER IN INCHES, 4-5 FOOT ABOVE GROUND

NAVD'88 = NORTH AMERICAN VERTICAL DATUM, 1988 ADJUSTMENT.
NGVD'29 = NATIONAL GEODETIC VERTICAL DATUM, 1929 ADJUSTMENT.
NAD'83 = INDICATES NORTH AMERICAN DATUM, 1983 ADJUSTMENT.
NAD'27 = INDICATES NORTH AMERICAN DATUM, 1927 ADJUSTMENT.

SITE DETAIL "A"
GRAPHIC SCALE
50 0 12.525 50 100
(IN FEET)
SCALE FOR 24" X 36" SHEET: 1" = 50'
SCALE FOR 11" X 17" SHEET: 1" = 100'



SITE DETAIL "B"
GRAPHIC SCALE
50 0 12.525 50 100
(IN FEET)
SCALE FOR 24" X 36" SHEET: 1" = 50'
SCALE FOR 11" X 17" SHEET: 1" = 100'

LEGEND

- ● INDICATES SET 1/2" REBAR WITH GEOLINE LB 7082 CAP
- ○ INDICATES IRON PIN FOUND AS NOTED
- INDICATES WOOD UTILITY POLE
- INDICATES OVERHEAD POWER LINE
- INDICATES 4' TALL BARB-WIRE FENCE
- INDICATES ASPHALT
- INDICATES OAK TREE AS NOTED
- INDICATES PINE TREE AS NOTED
- INDICATES CEDAR TREE AS NOTED

TREE NOTE: INDICATED TREE SIZE IS TRUNK DIAMETER IN INCHES, 4-5 FOOT ABOVE GROUND

NAVD'88 = NORTH AMERICAN VERTICAL DATUM, 1988 ADJUSTMENT.
NGVD'29 = NATIONAL GEODETIC VERTICAL DATUM, 1929 ADJUSTMENT.
NAD'83 = INDICATES NORTH AMERICAN DATUM, 1983 ADJUSTMENT.
NAD'27 = INDICATES NORTH AMERICAN DATUM, 1927 ADJUSTMENT.

GEOLINE SURVEYING, INC.
Professional Land Surveyors
15450 NW 104th Terrace, Suite A
Alachua, Florida 32615
(386)418-0500 Fax:(386)462-9988
geoline@geolinesinc.com

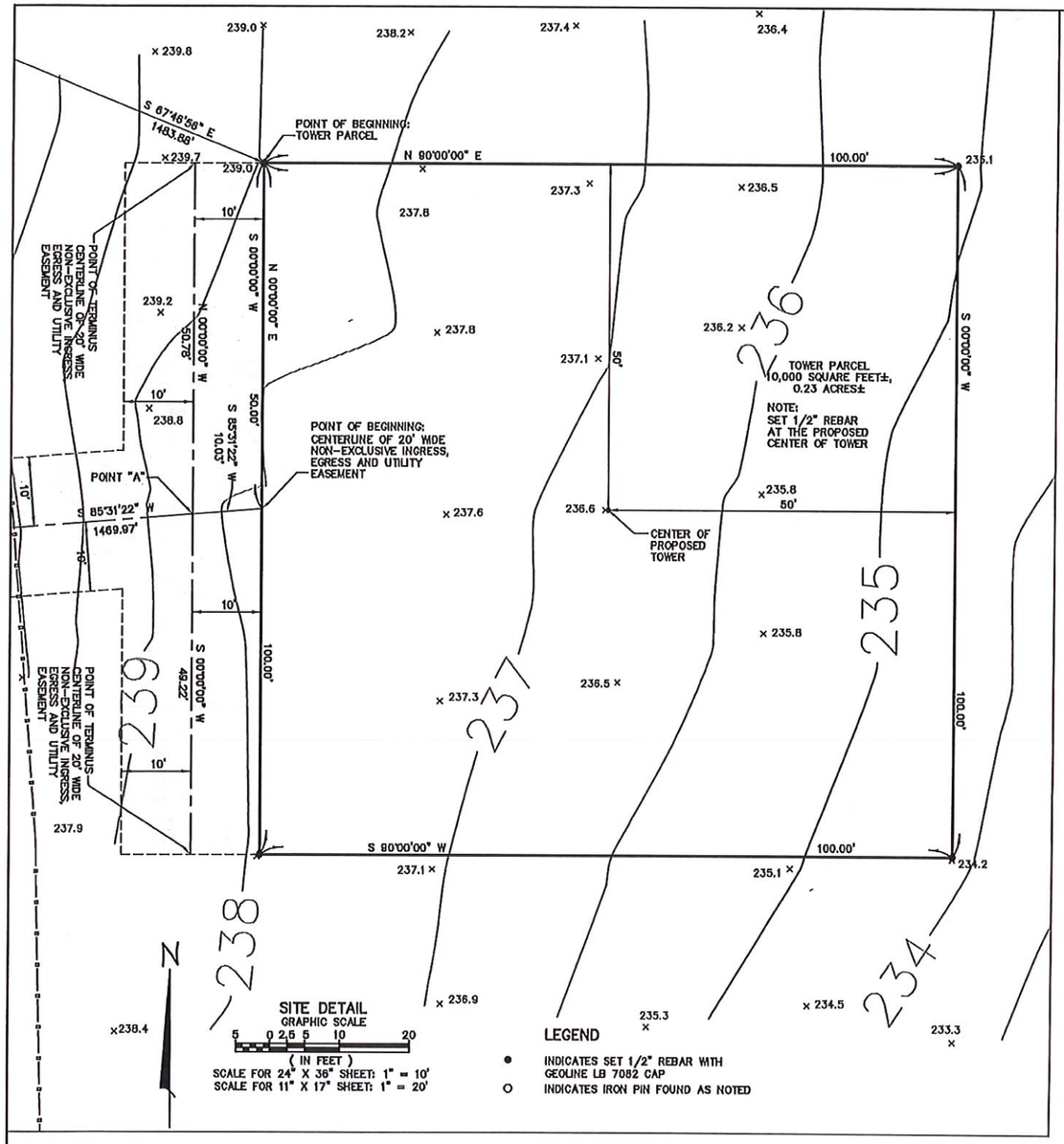
DESIGNED	KEITH BARTON	SCALE	AS SHOWN
DRAWN	KEITH BARTON	DATE	JULY 18, 2019
CHECKED	DAVE SHORT	PROJECT #	344-171

GREENSBORO EAST / US-FL-1776 SITE
GADSDEN COUNTY, FLORIDA
ADDRESS: HOSFORD HIGHWAY, QUINCY, FL 32351

DRAWING# 344-171 | SHEET# 2 OF 4

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 19, TOWNSHIP 2 NORTH, RANGE 4 WEST
GADSDEN COUNTY, FLORIDA
FOR: KIMLEY-HORN



COMMITMENT FOR TITLE INSURANCE REVIEW NOTE

I HAVE REVIEWED THE COMMITMENT FOR TITLE INSURANCE UNDERWRITTEN BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 29091882, WITH AN EFFECTIVE DATE OF APRIL 23, 2019, AND FIND AS FOLLOWS WITH RESPECT TO THE FOLLOWING EXCEPTIONS LISTED ON SCHEDULE B – SECTION II OF SAID COMMITMENT:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I–REQUIREMENTS ARE MET. NOT THE TYPE TO BE DEPICTED HEREON.

2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. NOT THE TYPE TO BE DEPICTED HEREON.

3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. AS DEPICTED HEREON.

4. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. NOT THE TYPE TO BE DEPICTED HEREON.

5. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. NOT THE TYPE TO BE DEPICTED HEREON.

6. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. NOT THE TYPE TO BE DEPICTED HEREON.

7. TAXES FOR THE YEAR 2019 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE. NOT THE TYPE TO BE DEPICTED HEREON.

GEOLINE SURVEYING, INC.
Professional Land Surveyors
13450 NW 104th Terrace, Suite A
Alachua, Florida 32615
(386)418-0500 Fax:(386)462-9986
geoline@geolinesinc.com

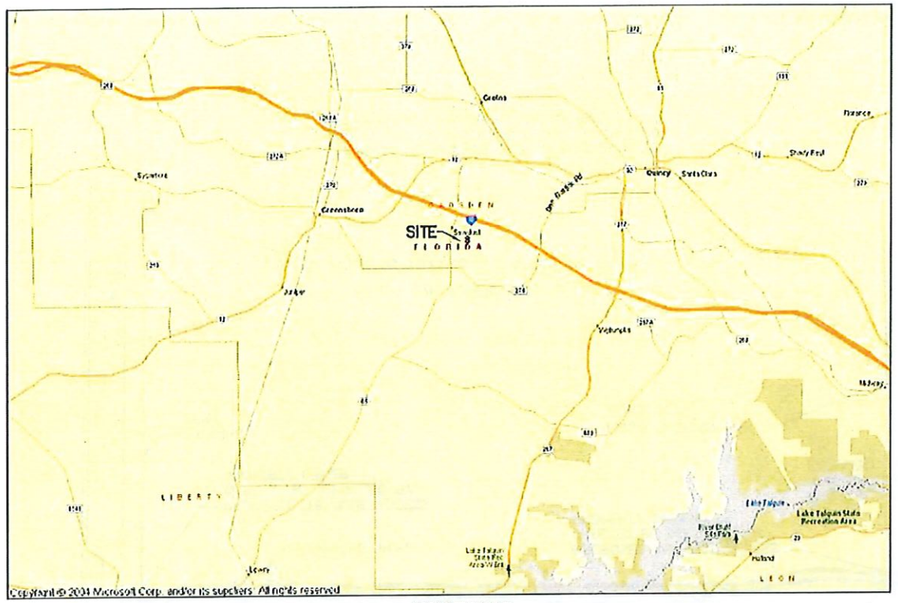
DESIGNED	KEITH BARTON	SCALE	AS SHOWN
DRAWN	KEITH BARTON	DATE	JULY 18, 2019
CHECKED	DAVE SHORT	PROJECT #	344-171

GREENSBORO EAST / US-FL-1776 SITE
GADSDEN COUNTY, FLORIDA
ADDRESS: HOSFORD HIGHWAY, QUINCY, FL 32351

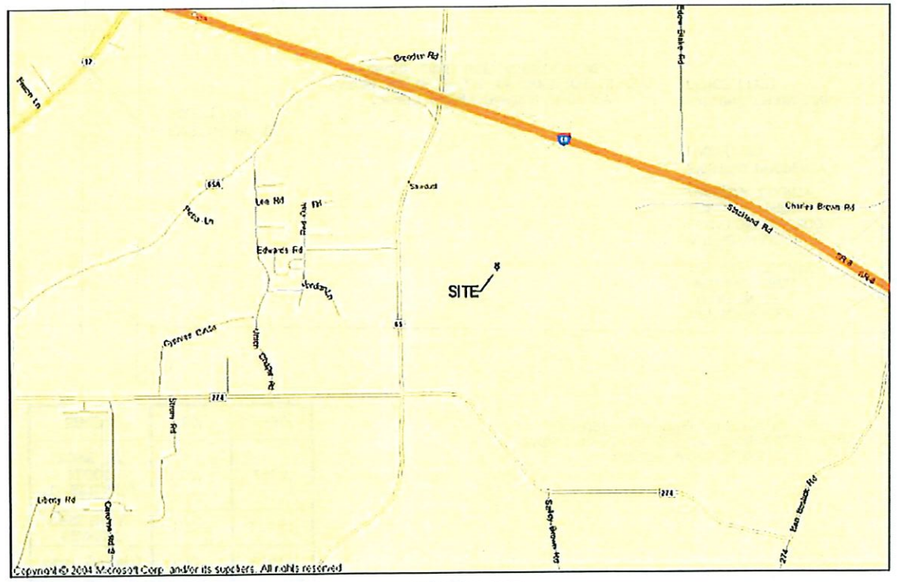
DRAWING# 344-171 SHEET# 3 OF 4

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 19, TOWNSHIP 2 NORTH, RANGE 4 WEST
GADSDEN COUNTY, FLORIDA
FOR: KIMLEY-HORN



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

PROPERTY DESCRIPTIONS

PARENT PARCEL
(OFFICIAL RECORD BOOK 754 PAGE 1514)

THE SOUTH HALF (S1/2) OF THE NORTHEAST QUARTER (NE 1/4); AND THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4); ALL IN SECTION NINETEEN (19), TOWNSHIP TWO (2), NORTH, RANGE FOUR (4) WEST, SAID LAND SITUATE, LYING AND BEING IN THE COUNTY OF GADSDEN AND STATE OF FLORIDA.

THIS CONVEYANCE IS MADE SUBJECT TO ALL RESTRICTIONS, EASEMENTS, RIGHTS-OF-WAY, COVENANTS AND CONDITIONS CONTAINED IN THE DEEDS FORMING THE CHAIN OF TITLE TO THIS PROPERTY BUT ARE NOT RE-ESTABLISHED HEREBY.

BEING THE SAME PROPERTY AS CONVEYED TO JOHN C. COOKSEY AND HIS WIFE, MARGARET E. COOKSEY DATED OCTOBER 1, 1971, AND RECORDING OCTOBER 8, 1971 AS NO. 49685 IN GADSDEN COUNTY, FLORIDA.

TOWER PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "CALVIN BURTON COOKSEY" PROPERTY, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 733, PAGE 683 OF THE PUBLIC RECORDS OF GADSDEN COUNTY, FLORIDA, SITUATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAID GADSDEN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK (LS#1785) AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 4 WEST, GADSDEN COUNTY, FLORIDA AS PER THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD NO. 100146; THENCE NORTH 00°58'01" WEST ALONG THE WEST LINE OF SAID SECTION 19 FOR 2638.72 FEET TO THE REMAINS OF A LIGHTER WOOD POST AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 19 AS PER THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD NO. 8313; THENCE SOUTH 89°19'30" EAST FOR 1359.00 FEET TO A 5/8" IRON ROD AND CAP (ILLEGIBLE) ON THE EAST RIGHT-OF-WAY LINE OF HOSFORD HIGHWAY (A 100 FOOT WIDE PUBLIC RIGHT OF WAY), SAID POINT BEING THE NORTHWEST CORNER OF THE "ROBERT F. LEE, REVOCABLE TRUST" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 808, PAGE 335 OF THE PUBLIC RECORDS OF SAID GADSDEN COUNTY; THENCE NORTH 01°07'33" WEST ALONG SAID EAST RIGHT-OF-WAY LINE FOR 1346.49 FEET TO A 5/8" IRON ROD AND CAP (RLS#2217) AT THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE WITH THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH 89°04'23" EAST ALONG SAID NORTH LINE FOR 1267.32 FEET TO A 5/8" IRON ROD AND CAP (ILLEGIBLE) AT THE NORTHEAST CORNER OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 67°46'56" EAST FOR 1483.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST FOR 100.00 FEET; THENCE SOUTH 00°00'00" WEST FOR 100.00 FEET; THENCE SOUTH 90°00'00" WEST FOR 100.00 FEET; THENCE NORTH 00°00'00" EAST FOR 100.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 10,000 SQUARE FEET (0.23 ACRES), MORE OR LESS.

20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "CALVIN BURTON COOKSEY" PROPERTY, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 733, PAGE 683 OF THE PUBLIC RECORDS OF GADSDEN COUNTY, FLORIDA, SITUATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 4 WEST, SAID GADSDEN COUNTY, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK (LS#1785) AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 4 WEST, GADSDEN COUNTY, FLORIDA AS PER THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD NO. 100146; THENCE NORTH 00°58'01" WEST ALONG THE WEST LINE OF SAID SECTION 19 FOR 2638.72 FEET TO THE REMAINS OF A LIGHTER WOOD POST AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 19 AS PER THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD NO. 8313; THENCE SOUTH 89°19'30" EAST FOR 1359.00 FEET TO A 5/8" IRON ROD AND CAP (ILLEGIBLE) ON THE EAST RIGHT-OF-WAY LINE OF HOSFORD HIGHWAY (A 100 FOOT WIDE PUBLIC RIGHT OF WAY), SAID POINT BEING THE NORTHWEST CORNER OF THE "ROBERT F. LEE, REVOCABLE TRUST" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 808, PAGE 335 OF THE PUBLIC RECORDS OF SAID GADSDEN COUNTY; THENCE NORTH 01°07'33" WEST ALONG SAID EAST RIGHT-OF-WAY LINE FOR 1346.49 FEET TO A 5/8" IRON ROD AND CAP (RLS#2217) AT THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE WITH THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH 89°04'23" EAST ALONG SAID NORTH LINE FOR 1267.32 FEET TO A 5/8" IRON ROD AND CAP (ILLEGIBLE) AT THE NORTHEAST CORNER OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 67°46'56" EAST FOR 1483.88 FEET TO THE NORTHWEST CORNER OF A 100 FOOT BY 100 FOOT TOWER PARCEL; THENCE SOUTH 00°00'00" WEST ALONG THE WEST LINE OF SAID TOWER PARCEL FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE SOUTH 85°31'22" WEST FOR 10.03 FEET TO POINT "A"; THENCE NORTH 00°00'00" WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF SAID TOWER PARCEL FOR 50.78 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID TOWER PARCEL AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 00°00'00" EAST ALONG A LINE PARALLEL WITH SAID WEST LINE OF SAID TOWER PARCEL FOR 49.22 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TOWER PARCEL AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 85°31'22" WEST FOR 1469.97 FEET; THENCE NORTH 78°49'20" WEST FOR 130.00 FEET; THENCE SOUTH 89°52'17" WEST FOR 930.00 FEET; THENCE NORTH 84°39'42" WEST FOR 95.00 FEET TO AN INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID "CALVIN BURTON COOKSEY" PROPERTY, AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 54,299 SQUARE FEET (1.25 ACRES), MORE OR LESS.

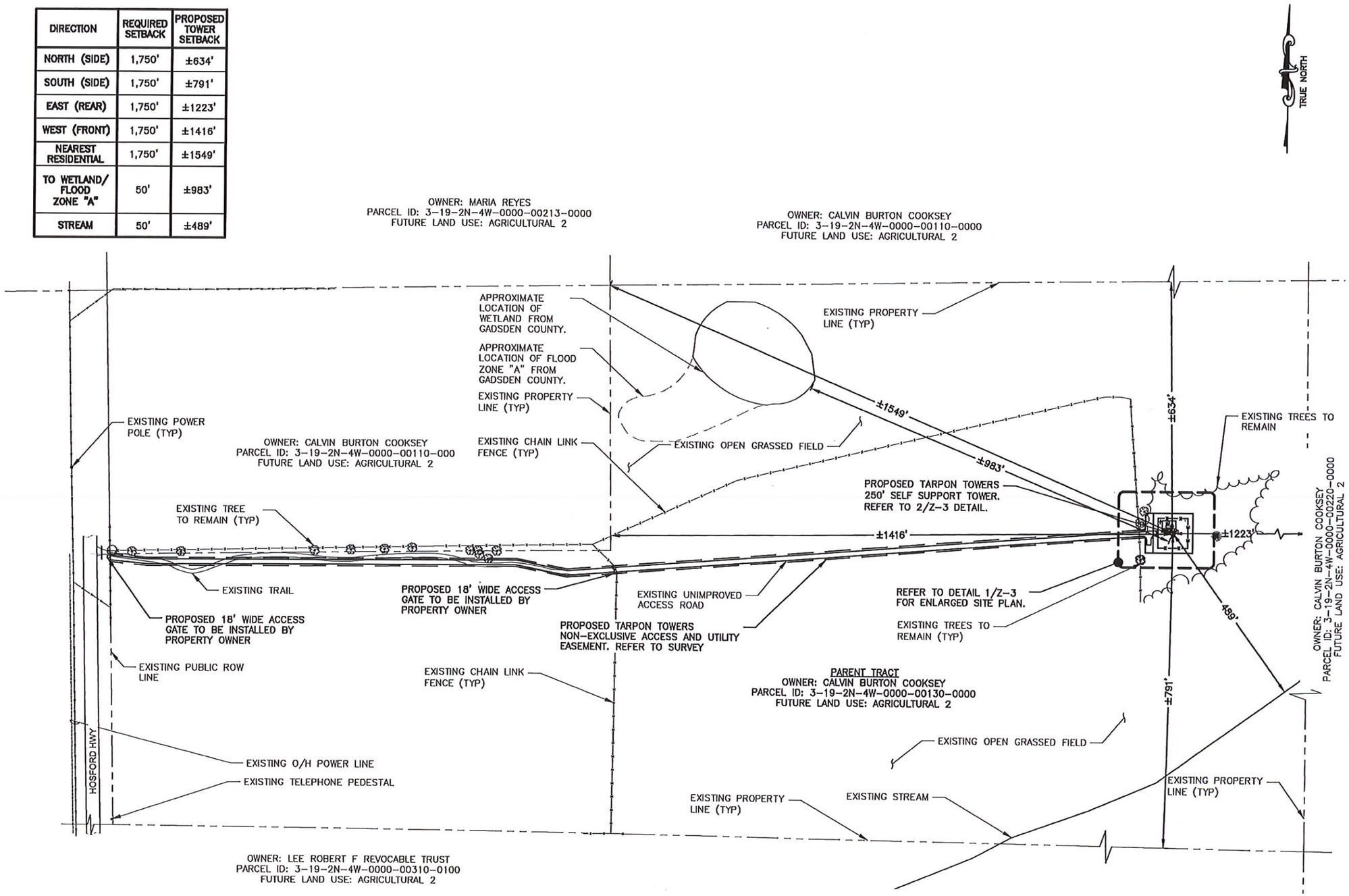
GEOLINE SURVEYING, INC.
Professional Land Surveyors
13450 NW 104th Terrace, Suite A
Alachua, Florida 32615
(386)418-0500 Fax:(386)462-9986
geoline@geolineinc.com

DESIGNED	KEITH BARTON		SCALE	AS SHOWN
DRAWN	KEITH BARTON		DATE	JULY 18, 2019
CHECKED	DAVE SHORT		PROJECT #	344-171

GREENSBORO EAST / US-FL-1776 SITE
GADSDEN COUNTY, FLORIDA
ADDRESS: HOSFORD HIGHWAY, QUINCY, FL 32351

DRAWING# 344-171 | SHEET# 4 OF 4

DIRECTION	REQUIRED SETBACK	PROPOSED TOWER SETBACK
NORTH (SIDE)	1,750'	±634'
SOUTH (SIDE)	1,750'	±791'
EAST (REAR)	1,750'	±1223'
WEST (FRONT)	1,750'	±1416'
NEAREST RESIDENTIAL	1,750'	±1549'
TO WETLAND/ FLOOD ZONE "A"	50'	±983'
STREAM	50'	±489'



1 Z-1 **SETBACK PLAN**
SCALE: 1" = 250'
SCALE BASED ON 11"x17" ONLY

GRAPHIC SCALE
0 125 250 500
(IN FEET)

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	01/15/20	REVISED PER COMMENTS	NAP
B	11/26/19	REVISED PER COMMENTS	NAP
A	10/01/19	ISSUED FOR REVIEW	NAP

DRAWN BY:	CHECKED BY:
NAP	TWD

KHA PROJECT NUMBER: 148991022

ENGINEER SEAL:
RICHARD JOHNSON LICENSED No. 85387 STATE OF FLORIDA PROFESSIONAL ENGINEER
02/24/20
RICHARD JOHNSON, PE
FL PROFESSIONAL ENGINEER LIC. # 85387
FL CERTIFICATE OF AUTHORIZATION # 00000696

PROJECT INFORMATION:

GREENSBORO EAST
FL1778

HOSFORD HWY
QUINCY, FL 32351

SHEET TITLE:

SETBACK PLAN

SHEET NUMBER:

Z-1

et Gadsden County, FL

Parcel ID	3-19-2N-4W-0000-00130-0000	Alternate ID	3N2W4190000001300000
Sec/Twp/Rng	19-2N-4W	Class	TIMBER III
Property Address	HOSFORD HWY QUINCY	Acreage	100

Owner Address COOKSEY CALVIN BURTON
P O BOX 711
QUINCY, FL 32353-0711

1 Z-1.1 **RESIDENTIAL SETBACK PLAN**
N.T.S.

NOTE:
PROVIDED BY GADSDEN COUNTY FOR INFORMATIONAL PURPOSES ONLY.

TRUE NORTH

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	01/15/20	REVISED PER COMMENTS	NAP
B	11/26/19	REVISED PER COMMENTS	NAP
A	10/01/19	ISSUED FOR REVIEW	NAP

DRAWN BY: NAP
CHECKED BY: TWD

KHA PROJECT NUMBER: 148991022

ENGINEER SEAL:

FOR REFERENCE ONLY

PROJECT INFORMATION:
GREENSBORO EAST
FL1778
HOSFORD HWY
QUINCY, FL 32351

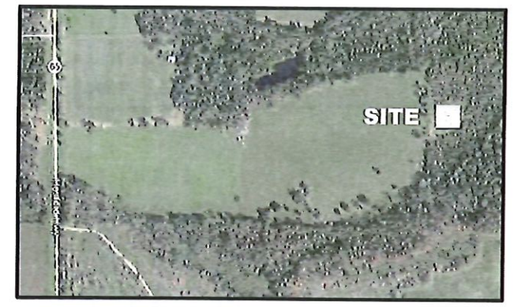
SHEET TITLE:
RESIDENTIAL SETBACK PLAN

SHEET NUMBER:
Z-1.1

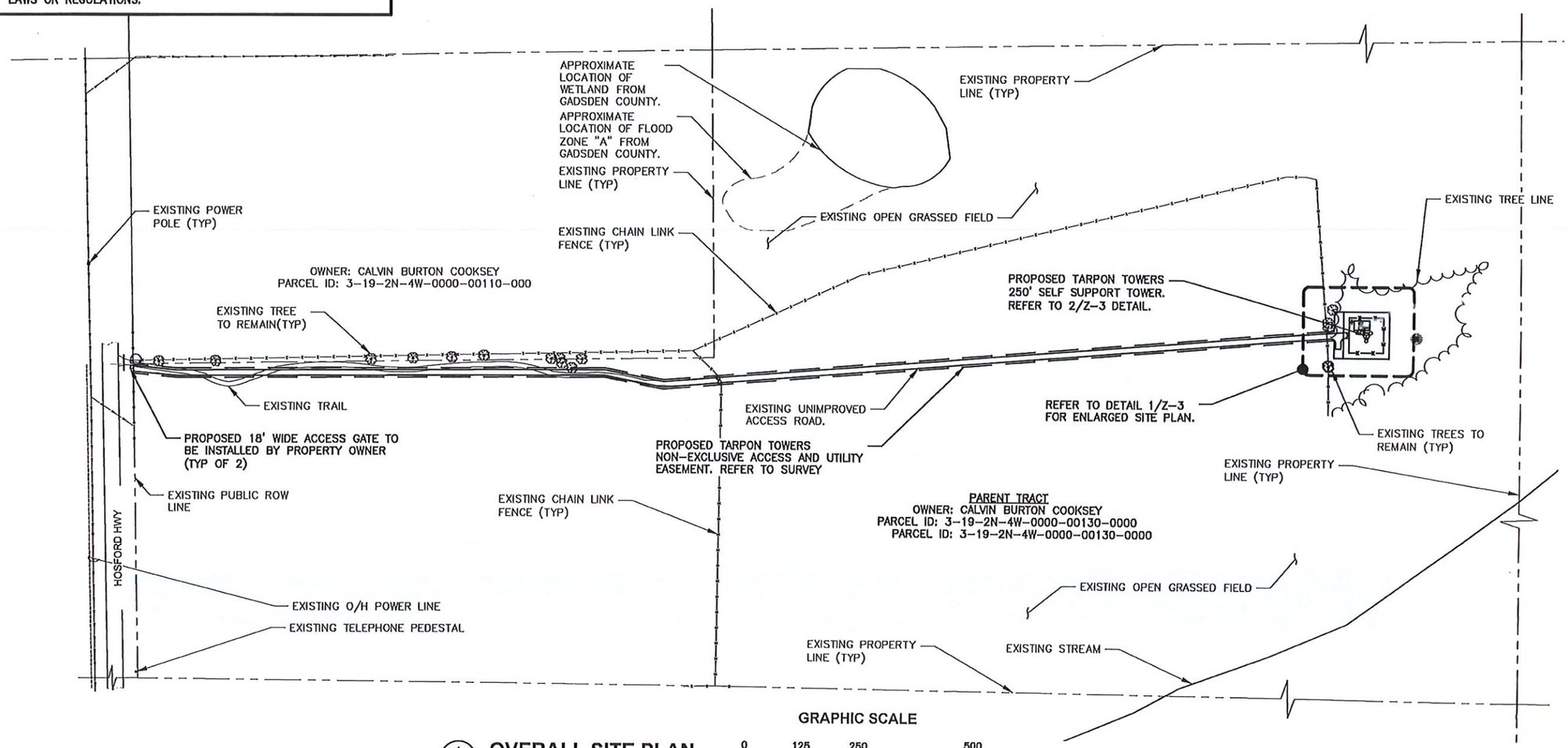
NOTES:

1. THE PROPERTY SHOWN HEREON FALLS WITHIN FLOOD ZONE 'X' (AREAS OF MINIMAL FLOODING) AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12041C0128D, DATED 09/29/2006. NO FIELD MEASUREMENTS WERE USED IN THIS DETERMINATION.
2. DEVELOPED AREA:
   PROPOSED 100' x 100' LEASE AREA = 10,000 S.F.

   PROPOSED 75' x 75' GRAVEL COMPOUND = 5,625 S.F.
   PROPOSED ACCESS ROAD = 0.00 S.F.
   TOTAL IMPERVIOUS = 5,625 S.F.
3. REFER TO SURVEY FOR LEGAL DESCRIPTION OF LEASE AREA AND ALL EASEMENTS.
4. TOWER SHALL BE DESIGNED FOR FOUR (4) CARRIERS.
5. TOWER SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF EIA/TIA 222-G STANDARDS AS WELL AS ALL LOCAL BUILDING CODES.
6. WIRELESS COMMUNICATION FACILITIES SHALL NOT BE ARTIFICALLY LIGHTED EXCEPT AS REQUIRED BY FEDERAL, STATE, OR LOCAL LAWS OR REGULATIONS.



2 Z-2 **AERIAL IMAGE**
SCALE: N.T.S.



1 Z-2 **OVERALL SITE PLAN**
SCALE: 1" =250'
SCALE BASED ON 11"x17" ONLY

GRAPHIC SCALE

0 125 250 500

(IN FEET)

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	01/15/20	REVISED PER COMMENTS	NAP
B	11/26/19	REVISED PER COMMENTS	NAP
A	10/01/19	ISSUED FOR REVIEW	NAP

DRAWN BY:	CHECKED BY:
NAP	TWD

KHA PROJECT NUMBER: 148991022

ENGINEER SEAL:

RICHARD JOHNSON LICENSE No. 85387 STATE OF FLORIDA PROFESSIONAL ENGINEER
02/24/20
RICHARD JOHNSON, PE
FL PROFESSIONAL ENGINEER LIC. # 85387
FL CERTIFICATE OF AUTHORIZATION # 00000696

PROJECT INFORMATION:

GREENSBORO EAST
FL1778

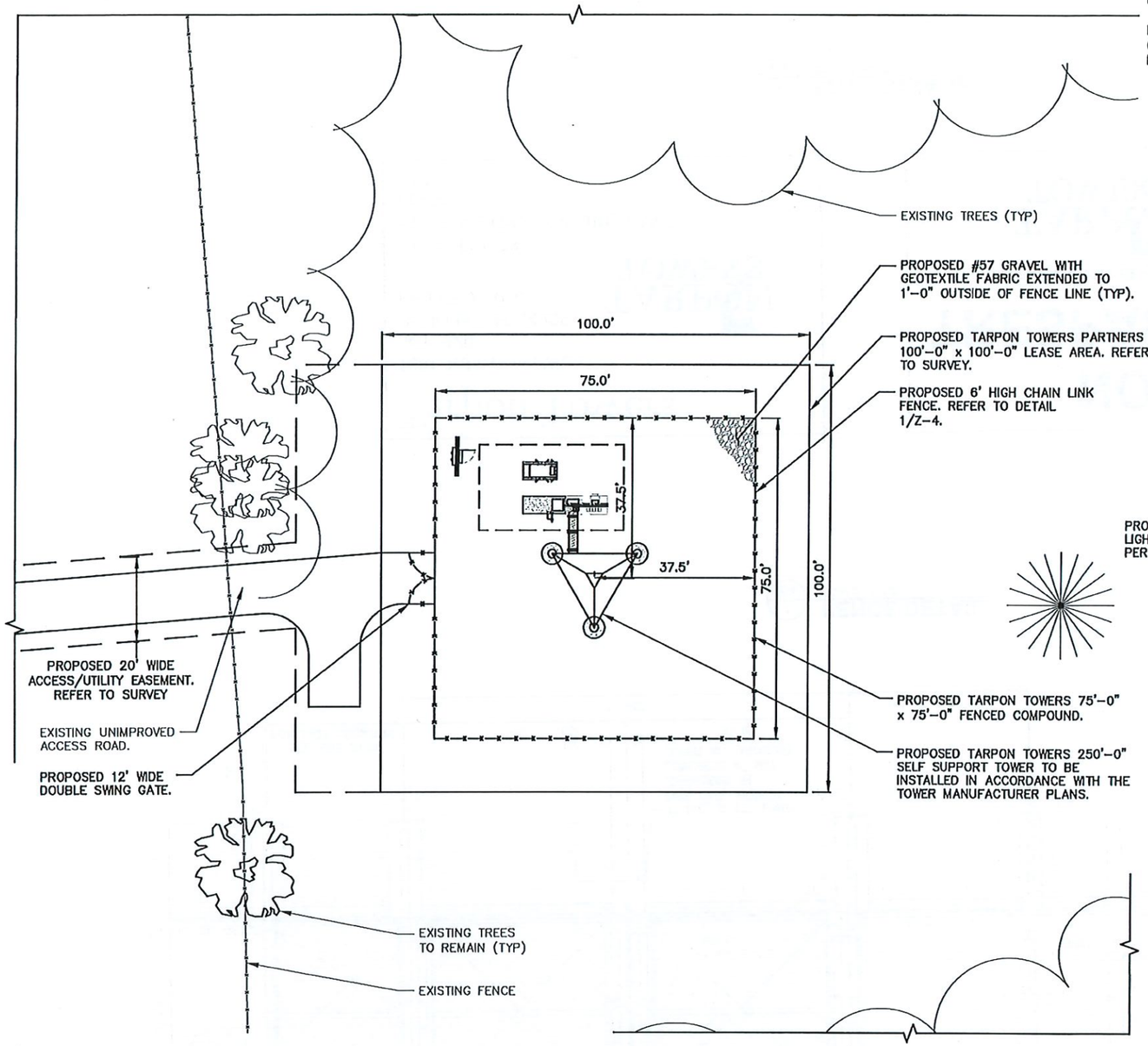
HOSFORD HWY
QUINCY, FL 32351

SHEET TITLE:

OVERALL SITE PLAN

SHEET NUMBER:

Z-2

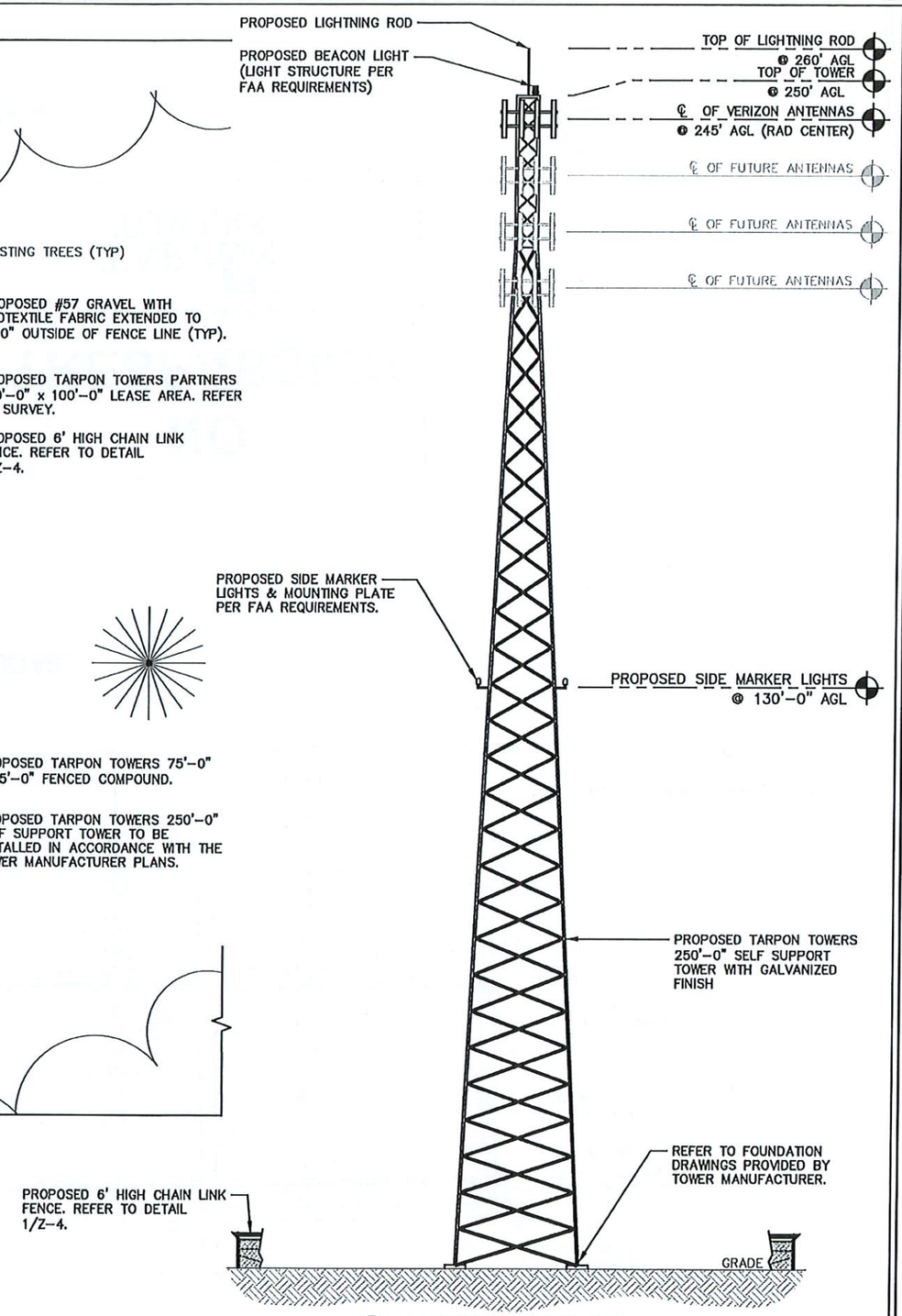


1 Z-3 **ENLARGED SITE PLAN**
SCALE: 1" = 40'
SCALE BASED ON 11"x17" ONLY

GRAPHIC SCALE

0 20 40 80

(IN FEET)



2 Z-3 **TOWER ELEVATION**
SCALE: N.T.S.

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	01/15/20	REVISED PER COMMENTS	NAP
B	11/26/19	REVISED PER COMMENTS	NAP
A	10/01/19	ISSUED FOR REVIEW	NAP

DRAWN BY:	CHECKED BY:
NAP	TWD

KHA PROJECT NUMBER: 148991022

ENGINEER SEAL:

RICHARD JOHNSON
LICENSE
No. 85387
STATE OF FLORIDA
PROFESSIONAL ENGINEER
02/24/20
RICHARD JOHNSON, PE
FL PROFESSIONAL ENGINEER LIC. # 85387
FL CERTIFICATE OF AUTHORIZATION # 00000696

PROJECT INFORMATION:

GREENSBORO EAST
FL1778

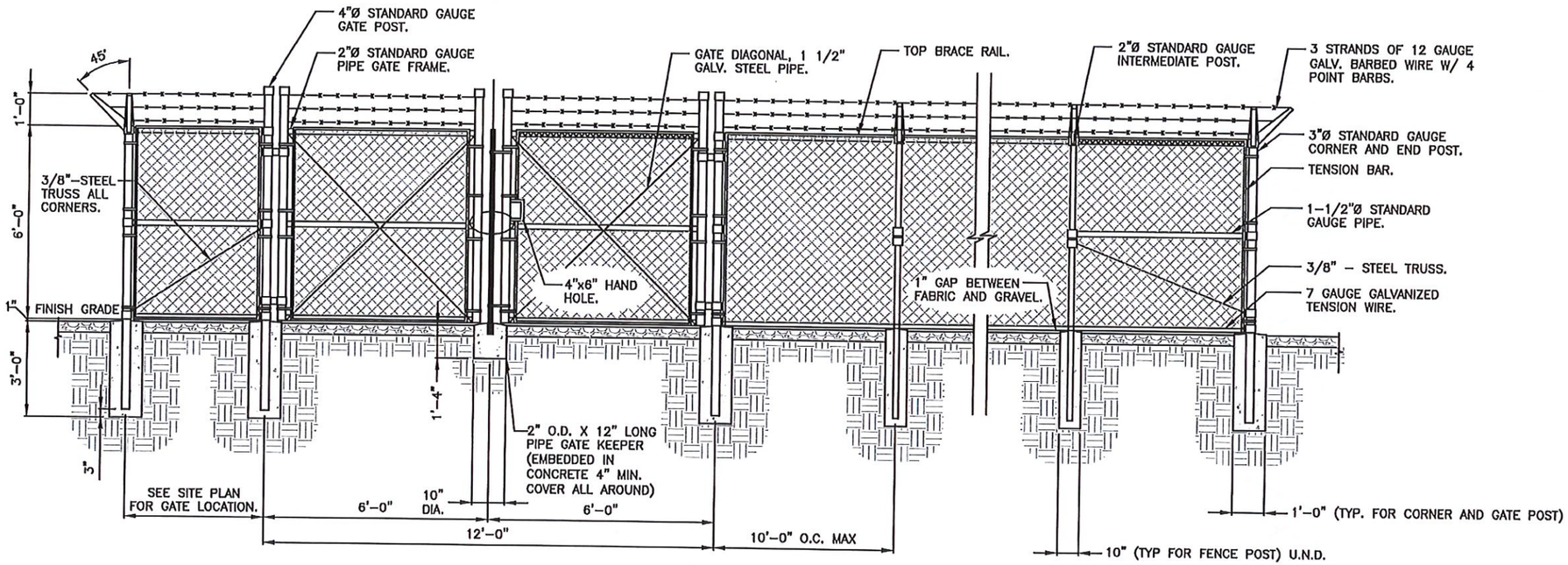
HOSFORD HWY
QUINCY, FL 32351

SHEET TITLE:

ENLARGED SITE PLAN AND TOWER ELEVATION

SHEET NUMBER:

Z-3



1 / Z-4 **FENCE DETAIL**
SCALE: N.T.S.

Tarpon Towers
1001 3rd Avenue West
Suite 420
Bradenton, FL 34205
(941) 757-5010

TARPON TOWERS

Site #: FL1778
Site Name: GREENSBORO EAST
FCC#:
FAA:

NO TRESPASSING

TRESPASSERS WILL BE PROSECUTED

TARPON TOWERS

2 / Z-4 **SITE SIGNAGE**
SCALE: N.T.S.

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	01/15/20	REVISED PER COMMENTS	NAP
B	11/26/19	REVISED PER COMMENTS	NAP
A	10/01/19	ISSUED FOR REVIEW	NAP

DRAWN BY:	CHECKED BY:
NAP	TWD

KHA PROJECT NUMBER: 069091022

ENGINEER SEAL:
RICHARD JOHNSON
LICENSE NO.
No. 85387
STATE OF FLORIDA
02/24/20
PROFESSIONAL ENGINEER
RICHARD JOHNSON, PE
FL PROFESSIONAL ENGINEER LIC. # 85387
FL CERTIFICATE OF AUTHORIZATION # 00000806

PROJECT INFORMATION:
GREENSBORO EAST
FL1778

HOSFORD HWY
QUINCY, FL 32351

SHEET TITLE:
FENCE AND SIGN DETAILS

SHEET NUMBER:
Z-4

Gadsden County Planning Commission
Agenda Request

Date of Meeting: June 4, 2020

Date Submitted: May 22 , 2020

To: Honorable Chairman and Members of the Planning Commission

From: Jill Jeglie, Interim Growth Management Director

Subject: Public Hearing (Quasi-Judicial) – 84 Triple H, Salem Rd, Havana, Communications Tower Conceptual/Preliminary Site Plan (SP-2020-03)

Statement of Issue:

Consideration of a request for approval of a 250' tall, self-supporting communication tower requesting three (3) deviation from setback requirements of Section 5800 Communication Towers of the Land Development Code (LDC).

Background:

Tarpon Towers II LLC, applicant, represented by Robert Volpe, Hopping Greens and Sams, agent, propose a 250' in height, self-supporting communication tower to be located on a 4,800 square foot lease area located on a 15.52 acre parcel (Attachments 1 & 2, pages 1-2).Section 5800 of the LDC regulates communication towers. Communication towers are a use-by-right in the Agriculture 2 Future Land Use except when they do not meet the restrictions on use by right to reduce a setback. Deviations from the standards in Section 5800, Communication Towers shall be processed as a Class II, Type II site plan review, a quasi-judicial action per Subsection 1304 of the LDC. The applicant has requested three (3) deviations to reduce setback requirements pursuant to Sub. 5811.F, G, and H (Attachment #7, pages 8-19).

The requirements and criteria for deviations were discussed with the applicant at a pre-application meeting. Staff has subsequently requested that the applicant to provide additional information to address the proposed deviations and visually demonstrate the impact of the proposed reductions in setbacks. On May 13, 20, the applicant provided a series of tower simulations simulating the view of the proposed tower location with reduced setbacks. Simulations of the towers compliant with the required setbacks were not provided for comparison (Attachment #8, pages 18-29).

All cites refer to the Gadsden County Land Development Code unless otherwise noted.

Analysis:

Applicant: Tarpon Towers II, LLC

Property Owner: W. Turner Hiers, Jr.

Agent: Robert Volpe, Hopping, Green and Sams

Location of Property: 84 Triple H. Lane, Havana

Tax Parcel ID Number: #2-21-3N-2W-0000-00230-0000

Area of Subject Parcel: 4,800 sf. of a 15.52 acre parcel

Current (Existing) Use: Residence, timber and pasture

Proposed Use: Construction of a 250' tall communication tower

Wetlands: Zone X and A

Flood Zone: Zone X (lease area)

Available Sanitary Sewer Facilities: Not Applicable

Available Potable Water Facilities: Not Applicable

Electric Provider: Talquin Electric Cooperative

Future Land Use:

The development parcel is an irregularly shaped 15.52 acre tract that contains a single family residence, a 50' wide access road, timber and areas of wetlands. The proposed 250-foot self-supporting tower would be constructed within a 60' by 80' (4,800) fenced leased area. The subject property is designated 'Agriculture 2 (AG-2)' as shown on the Gadsden County Future Land Use Map (FLUM). Adjacent properties are designated Agriculture 2 and Rural Residential (See Table 1 and Attachments #2 and #10, Site Plan).

Table 1. ADJACENT FUTURE AND CURRENT (EXISTING) LAND USE

Direction	Future Land Use Category	Current (Existing) Use & Acreage
North and Northeast	Agriculture 2 (AG-2) & Rural Residential (RR)	Timber III (10.52 acres) Timber II (82 acres), Cemetery (1.5 acres), Single Family (1.5 & 2.0 acres)
Southeast	Agriculture 2 (AG-2)	Single Family (Homesteaded) with Timber (6.35 acres)
South	Agriculture 2 (AG-2)	Single Family (Homesteaded) with Pastureland (12.26 acres)
West	Agriculture 2 (AG-2)	Single Family (Homesteaded) with Timber (8.45 acres)

*Gadsden County Geographical Information Systems (GIS) and Gadsden County Property Appraiser data.

Concurrency and Access:

Communication towers do not generate daily peak traffic; therefore, Level of Service (LOS) will not be impacted. The proposed parcel fronts on CR 159, Salem Road and directly accesses Triple H Lane, a

private roadway/driveway located on a 50' wide easement. If applicable, a driveway permit will be required to insure that the proposed driveway and private roadway are compliant with adopted standards.

Environmental:

The proposed tower site is located within an area that has been previously cleared. The tower is setback 686' feet from wetlands located to the west and required 50' wide natural area buffer will be maintained (Attachment #10, Site Plan, pages 87-98).

Section 5800, Communication Towers:

Section 5800, Communication Towers adopts the regulations that apply specifically to communication towers. Communication towers are to be assessed by how well they implement the purpose and intent of Section 5801 as well as all sections of Section 5800. The purpose and intent includes the promotion of the health, safety and welfare of the citizens of Gadsden County; to provide direction to communication service providers in finding areas where communication towers may be located; to protect residential areas and land uses from potential adverse impacts of communication towers; to reduce potential adverse visual and aesthetic impacts through careful design, siting, landscaping, innovative aesthetics; to accommodate the need for communication towers; to provide certainty to communication service providers; and to strongly encourage and provide incentives for camouflaged towers.

Applications that meet the criteria for allowed uses are reviewed administratively. Those uses requiring deviations from this section are to be reviewed by the Planning Commission and approved by the Board of County Commissioners. Supplemental information and criteria for review of deviations are adopted in Subsection 5811.G & H of the LDC (Attachment #7, pages 15-17).

Setbacks:

Table 2 below indicates required setbacks and those setbacks proposed by the applicant. The applicant has requested three (3) deviations from setback requirements (Table 2 of this Agenda Packet and Attachments #4, 5, and 10, Site Plan Sheet Z-3, pages 4-5 and 95).

Table 2. REQUIRED AND PROPOSED SETBACKS FOR COMMUNICATION TOWERS		
Direction	Required Setback per Section 5800	Proposed Setback*
Northwest	Sufficient so that failure will not create a safety hazard (Sub. 5809.D)	383'±
Northeast	1,750' to property line of parcels of land in which a residence is located at 7X the height of the tower	254' (174' plus 80' wide right-of-way)
Southeast	1,750' to property line of parcels of land in which a residence is located at 7X the height of the tower	110'
South	1,750' to property line of parcels of land in which a residence is located at 7X the height of the tower	550'±
West	1,750' to property line of parcels of land in which a residence is located at 7X the height of the tower	362'±
County Right-of Way	Tower may not locate closer than 2X tower height (500') from any County ROW (Salem Road) (Sub.	174'

	5805.B.4)	
Distance from Rural Residential (RR) Future Land Use (Sub. 5807.1)	0.50 of a mile	254' (174' plus 80' wide right-of-way).
Wetland Setback	50'	686'±
Flood Zone	50'	530'±

*Section 5800 Communication Towers of the Land Development Code; Setback Plan, Sheet Z-3 the Plan Set. Setbacks measured from the centerline of tower site. Scaled right-of-way width of 80'.

Service Providers, Co-Location, County Properties:

Pursuant to Subsection 5805.A, the County Property Location Map (2015) does not show any County owned properties in the vicinity of the proposed tower (Attachment #11). A Tower Site Candidate Analysis considered eleven (11) parcels as potential candidates for communication tower (Attachment #10, pages 99-103). Coverage deficiencies and the nearest towers are provided in the Radio Frequency Engineering Coverage and Capacity Analysis. The nearest towers are located 2.8 miles to the south, 4.0 miles to the east, and 5.8 miles to the north (Attachment #10, pages. 116-122).

Verizon has provided a letter of intent to be the initial telecommunication carrier at this facility. A letter has been provided indicating that the tower would be available for colocation to all providers (Sub. 5808). Verizon also performed a radio frequency (RF) compliance pre-construction evaluation from the proposed site and has indicated that the facility will be compliant with FCC guidelines (Attachment #10, pages 116-122)).

Subsection 5810, Camouflaged Towers

Camouflaged towers are encouraged in all land use categories, except Rural Residential. To provide incentives for camouflaged towers design criteria and setback reductions are applied. The setback to property lines of parcels with residence is reduced from 7Xs to 2Xs the height of the tower and is a use by right regardless of location standards. Therefore, deviations to the requirements of use by rights (1,750' setback from property lines of properties requiring residences and the 0.50 setback from Rural Residential) would not apply. However, the right-of-way setback would be 300' for a camouflaged tower with a maximum height of 150' (Attachment #7, page 13). The site plan shows that there is sufficient area to setback the tower further from the right-of-way.

The agent has indicated that a 250' tower is necessary to achieve the coverage objective as stated by the applicant in the Tower Site Candidate Analysis (Attachment #10, page 100).

Deviation Requests:

The applicant is requesting a total of three (3) deviations from Section 5800, Communication Towers of the LDC. The requested deviations are as follows:

1. A deviation from Sub. 5805.B.1, Restrictions on Use by Right, a communication tower may locate in the listed land use categories, unless the following conditions apply. The subject property is located within 0.50 miles of land that is designated Rural Residential on the land use map.

The deviation requested is to reduce the required setback to Rural Residential from 0.50 of a mile (2,640') to 174'± (See Attachment #8, View 1, page 22 and Attachment #10, Site Plan, Sheet Z-3, page 95). This reduction will reduce the 0.50 mile setback for eight (8) parcels within the required setback (Attachment #3 & #5, Figure 2).

2. A deviation from the Restrictions on Use by Right of Sub. 5805.B.4, to allow the communications tower to be located closer than 2X (500') the tower height from any County right of way, except as listed in Subsection 5807.

   The agent proposes reducing the setback to the County right-of- way from 500' to 174' plus 80' right-of-way (scaled). View 1 of the tower simulation shows a clear view of the tower and existing vegetation from the right-of-way from property designated as Rural Residential Future Land Use (Attachment #8, View 1, page 22 and Attachment #10, Site Plan Sheet Z-3, page 95).

3. A deviation from Subsection 5806.B.3, Location of communication towers and their proximity to parcels of land with residences. Towers that are lit at night with red lights shall be at least 7x's the height of the tower from property lines of parcels of land in which a residence is located. This applies to all homesteaded parcels within the setback, not just adjacent parcels.

   The agent has requested that the setback to parcels of land in which a residence is located be reduced from 1,750' to: 110' to the southeast; 362' to the southwest; and 254' to the northeast (174' to the property line plus 80' of right-of-way) (Table #2 of this report and Attachment #10, Site Plan Sheet Z-3, page 95). This setback reduction will reduce the required 1,750' setback to property lines of parcels with homesteaded residential located on them for eleven (11) parcels (Attachment #3 and #4, pages 2-5). The applicant has provided view simulations of the proposed tower with deviations. Simulations of the compliant tower were not provided for analysis of to access the extent of the visual impact (Attachment #8, pages 18-29).

<u>Criteria for Approval of Deviations from Standards within Tower Code (Subsection 5811.H):</u>

Pursuant to Subsection 5811 (H) of the LDC, a deviation from the communication tower siting requirements may be granted only upon a finding of the Board that the following criteria are met:

1. *"The deviation will not be detrimental to the public good or the surrounding properties.*

   Agent Response: "*As demonstrated in site selection analysis, the tower location was selected to meet the RF engineer's coverage and capacity criteria for the area. As indicated in the site location analysis, other sites within the search ring were reviewed for applicability but were not as suitable as the subject site. Additionally, the neighborhood parcels to the southeast, south west, and west are owned by the parent parcel owner or relatives. These adjacent owners are in favor of the tower in the proposed location.*" "*As demonstrated on the site plans, the proposed tower is located in an area of dense tree canopy providing visual buffer to surrounding properties. Also, the tower is designed to industry standards, including requirements for fall radius.*" (Attachments #8 and #9, pages 18-35).

2. *The location of existing uses, structures or other features on or adjacent to the property create a need for the deviation.*

Agents Response: "*As demonstrated on the site plans, the size, location and configuration of the property creates a need for the requested deviations. Also, as evidenced in the site selection analysis, this is the ideal site in the search area. There are no alternative locations that would not also require similar deviations.*" (Attachments #8 and #9, pages 18-35).

3. *The deviation sought is the minimum necessary to address the need for the deviation, subsequent subject to exploring all reasonable siting alternatives.*

   Agents Response: *"As demonstrated on the site plans, the tower is located in the least intrusive location on the site. The deviations sought are the minimum possible deviations from the strict requirement of the Land Development Code for the location that meets the RF engineer's coverage and capacity criteria for the area."* (Attachments #8 and #9, pages 18-35).

   The agent has provided 250 ft. Self Support Tower Simulations with eight (8) views. View #1 shows the clear view of the tower and existing vegetation from the right-of-way and properties located in the Rural Residential Future Land Use Category across Salem Road (Attachments #8 and Attachment #10, Sheet Z-3 of Site Plan, page 95). Shifting the tower to meet the 500' setback would provide buffering from the right-of-way and adjacent parcels in Rural Residential Future Land Use District, would not encroach on the wetlands or floodways located on the site, and would increase the amount of buffering to the right-of-way.

4. *The location of the proposed communication tower in relation to existing structures, trees and other visual buffers shall minimize to the greatest extent reasonably practical under the circumstances any impacts on affected residentially developed properties or parcels designated as Rural Residential on the land use map.*

   Agents Response: *"The proposed tower is located in an area of dense tree canopy providing a visual buffer to surrounding properties. The existing tree canopy provides a line-of-site buffer from the ground that limits views of the tower from near-by properties. The tower will be more visible from a greater distance, but as distance increases the perceived visual impacts decreases. Thus, the existing tree canopy serves to minimize to the greatest extent practical any visual impact from the proposed tower."* (Attachments #8, pages 18-35).

   View #1 of the Tower Simulation simulates the view of the tower and the line-of-site buffer provided by the existing vegetation. This simulation provides a clear view of the tower from the road and adjacent properties designated as Rural Residential across from the intersection of Potter Woodberry and Salem Roads (Attachment #9, View 1 Tower Simulation). This appears to be sufficient area to comply with the 500' foot setback from the right-of-way (Attachment #10, Site Plan, Sheet Z-3, page 95).

5. *The communication tower will be compatible to the greatest extent possible, with the existing contiguous uses or compatible with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating effects of any existing or proposed landscaping, fencing or other structures in the area, the proximity of the communication tower to existing or proposed building or structures and similar factors."*

   Agents Response: *"As demonstrated in the site selection analysis, the tower location was selected to meet the RF engineer's coverage and capacity criteria for the area. As indicated in the site location analysis, other sites within the search ring were reviewed for applicability but were not as*

suitable as the subject site. Additionally, the neighboring parcels to the southeast, southwest, and west are owned by the parent parcel owner or relatives. These adjacent parcels to the southeast, southwest, and west are owned by the parent parcel owner or relatives. These adjacent owners are in favor of the tower in the proposed location."(Attachments #8 & 9, pages 18-35)

The applicant has provided a 250' Self Support Tower Simulation of the proposed tower with setback reductions. The tower simulation does not include simulations of a tower compliant with the required setbacks (Attachment #8). The agent has indicated that a 250' tower is necessary to achieve the coverage objective as stated by the applicant in the Tower Site Candidate Analysis (Attachment #10, page 99).

Camouflaged towers are encouraged in all land use categories, except Rural Residential. To provide incentives for camouflaged towers design criteria and setback reductions are applied. A compliant camouflaged tower is a use by right. The only setback requirement would be 300' from the right-of-way. The site plan shows that there is sufficient area to setback the tower further from the right-of-way. No deviations from setbacks would be required. However, the maximum height is 150' (Attachment #7, page 13).

6. The strict application of the requirements of this section will constitute a substantial hardship to the applicant.

Agents Response: *"Due to site constraints and the extensive setback requirements, it is impossible to meet the strict setback requirements on this site. As demonstrated in the site location analysis, this is the preferred location to meet the RF engineer's coverage and capacity criteria for the area. There are no available sites within the search ring that would not also require the requested deviations. The strict code requirements constitute a substantial hardship to the applicant."*

The agent has provided a 'Tower Site Candidate Analysis' that indicates that the subject parcel is the primary candidate of three candidates submitted to Verizon for Radio Frequency Analysis. The Radio Frequency Analysis was conducted for the proposed site (Attachment #10, pages 117-122).

7. The granting of the deviation is consistent with the general intent and purpose of the Comprehensive Plan.

Agents Response: *"The proposed site meets the RF engineer's coverage gap criteria for the area. The location and design of the tower is compatible with the area and consistent with the intent of the Comprehensive Plan and the underlying future land use designation."*

A communication tower is a use by right in Agriculture Future Land Use Districts if it complies with the siting and location regulations (Attachment #7, pages 9-11).

<u>Citizen's Growth Management and Planning Bill of Rights Meeting and Public Notice:</u>

A Citizen's Growth Management and Planning Bill of Rights (CBOR) Meeting was held on Friday, February 7, 2020 at the Gadsden County Library located at 732 Pat Thomas Parkway, Quincy, FL. In addition to the Hiers, there was one (1) member of the public in attendance. Mr. Steve Curvey (366 Armesto Road) expressed concerns regarding radio frequency emissions and health impacts. The applicant indicated that his concerns were addressed. An e-mail was provided in support of the tower (Attachment #10, pages 135-137).

The public notice requirements of Subsection 1304 of the LDC have been met: An advertisement has been posted in the three (3) local papers; a public hearing notice has been mailed to all property owners within 1000 feet of the property and a sign has been posted.

Options:

1. Recommend approval with conditions of the 84 Triple H, Salem Rd Communications Tower Conceptual/Preliminary Site Plan (SP-2020-03) on Tax Parcel ID #2-21-3N-2W-0000-00230-0000 with all three deviations based on specific findings, the application, and compliance with the Gadsden County Development Code, specifically Section 5800 with the following conditions:

    a. Provide an executed copy of the Title Opinion Policy.

    b. On Sheet T-1 add a signature block, as provided with the application.

    c. On Sheet T-1 delete 'Zoning Drawings' and replace with 'Class II, Conceptual and Preliminary Site Plan'.

    d. Provide an executed copy of the Title Opinion Policy.

    e. Provide a landscaping plan demonstrating compliance with Sub. 5809.F, Landscaping.

    f. Identify the species and diameter of trees 20" diameter at base height (dbh) or greater to be protected, in the vicinity of the communication tower lease, as applicable. Verify that no trees 20" dbh or greater are to be removed or impacted by the proposed communication tower development.

    g. Label a utility easement as required by Talquin Electric (Attachment #12).

2. Recommend approval of the 84 Triple H, Salem Rd Communications Tower Conceptual/Preliminary Site Plan (SP-2020-03) with two (2) of the requested deviations on Tax Parcel ID #2-21-3N-2W-0000-00230-0000 and deny the variance to Restrictions on Use by Right of Sub. 5805.B.4, to allow the communications tower to be located closer than 2X (500') the tower height from the County right of way based on the findings in this agenda request, the application, and requirements of the Land Development Code (LDC) and find that they address the Criteria for Deviations (Subsection 5811.H). Approve the site plan with following conditions:

    a. Relocate the tower to comply with the required setback of 2X (500') from the County right-of-way.

    b. Provide an executed copy of the Title Opinion Policy.

    c. On Sheet T-1 add a signature block, as provided with the application.

    d. On Sheet T-1 delete 'Zoning Drawings' and replace with 'Class II, Conceptual and Preliminary Site Plan'.

e. Provide an executed copy of the Title Opinion Policy.

f. Provide a landscaping plan demonstrating compliance with Sub. 5809.F, Landscaping.

g. Identify the species and diameter of trees 20" diameter at base height (dbh) or greater to be protected, in the vicinity of the communication tower lease, as applicable. Verify that no trees 20" dbh or greater are to be removed or impacted by the proposed communication tower development.

h. Label a utility easement as required by Talquin Electric (Attachment #12).

3. Recommend denial of the 84 Triple H, Salem Rd Communications Tower Conceptual/Preliminary Site Plan (SP-2020-03) with three (3) deviations on Tax Parcel ID #2-21-3N-2W-0000-00230-0000 based on the findings in this agenda request, the application, and requirements of the Land Development Code (LDC) and provide a finding that the proposed tower with three deviations to reduce setbacks does not meet all the criteria as outlined in Subsection 5811.H Criteria for Deviations from the Standards in this Section of the Land Development Code.

4. Planning Commission Direction

Planning Recommendation:

Options #2 or #4

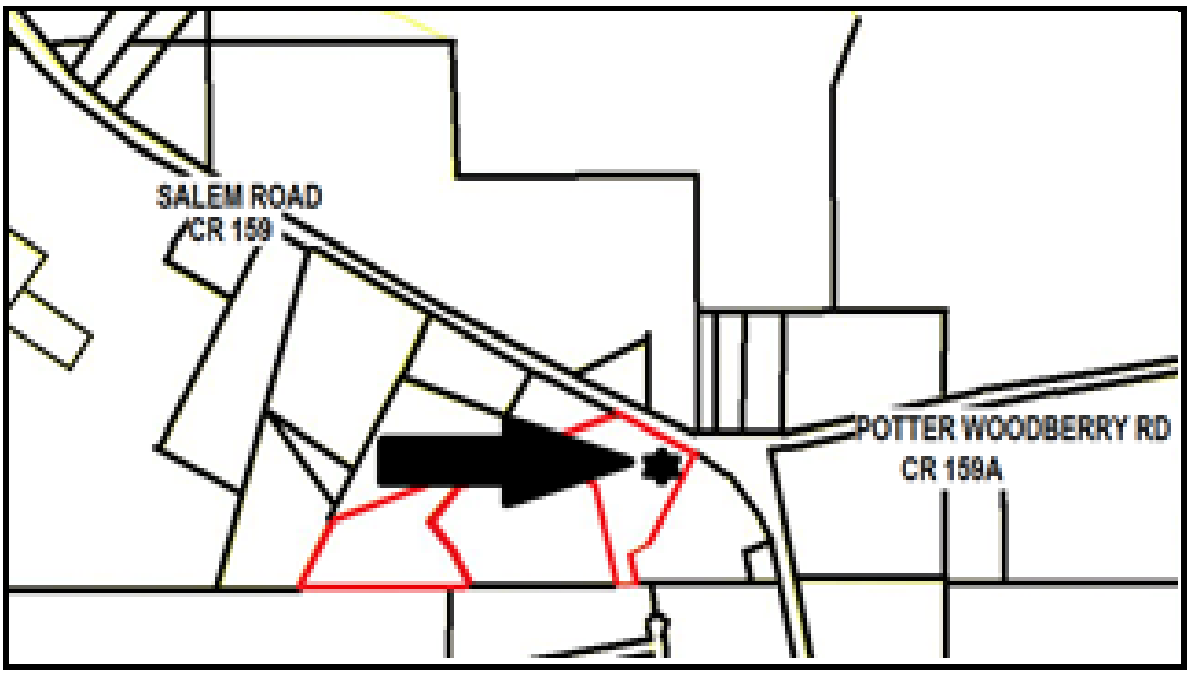
Attachments:

1. Location Map
2. Future Land Use Map
3. Table – Parcels within Required Setbacks,
4. Figure 1, 1,750' Setback to Rural Residential (Homestead)
5. Figure 2, Deviation to 0.50 of a mile Restriction to Rural Residential
6. Figure 3. Deviation 200' Setback from County ROW
7. Section 5800, Communications Towers
8. Letter from Agent, May 13, 2020 with Distance to Residential Properties and Self Support Simulation
9. Letters from Agent Addressing Requirements & Deviation Justifications
10. Application with Attachments (Radio Frequency, Site Plan, CBOR, etc.)
11. Gadsden County Owned Lands Map (2015)
12. DRC Review Comments - Talquin

LOCATION MAP

4,800 SF. LEASE AREA LOCATED AT 84 TRIPLE H HAVANA

TAX PARCEL ID #2-21-3N-2W-0000-00230-0000



FUTURE LAND USE MAP

4,800 SF. LEASE AREA LOCATED AT 84 TRIPLE H HAVANA

TAX PARCEL ID #2-21-3N-2W-0000-00230-0000

PARCELS WITHIN REQUIRED SETBACKS			
SUB. 5806.A.3 TOWERS THT ARE LIT AT NIGHT WITH RED LIGHS SHALL BE AT LEAST 7X'S THE HEIGHT OF THE TOWER FROM PROPERTY LINES OF PARCELS OF LAND IN WHICH A RESIDENCE IS LOCATED.			
PARCEL #	ADDRESS	OWNER	HOMESTEADED RESIDENTIAL
2-21-3N-2W-0000-00243-0100	92 TRIPLE H LANE	HIERS WT JR & MARGARET	2 SF
2-21-3N-2W-0000-00133-0100	89 TRIPLE H LANE	HIERS MARY E & PEGGY HIER	SF, TIMBER II
2-21-3N-2W-0000-00420-0200	199 RABBIT POND RD	HEUSDENS CALVIN W & JENNIFER J	SF, PASTURELAND
2-21-3N-2W-0000-00420-0100	130 RABBIT POND RD	DONOHOE ROBERT M AND CONNIE S	SF
2-21-3N-2W-0000-00420-0500	55 RABBIT POND RD	MANRY SAMUEL D	SF, TIMBER III
2-21-3N-2W-0000-00424-0200	3136 SALEM RD	KNIGHT DIANA D	SF
2-21-3N-2W-0000-00421-1000	3176 SALEM RD	NELSON DONNA B	SF (MH)
2-21-3N-2W-0000-00132-0500	75 POTTER WOODBERRY RD	ROWAN PETER BRENT & SONDRA	SF
2-21-3N-2W-0000-00231-0200	366 ARMESTO RD	CURVEY STEPHEN P	SF (MH)
2-21-3N-2W-0000-00132-0500	75 POTTER WOODBERRY RD	ROWAN PETER BRENT & SONDRA	SF
SUBSECTION 5805.B.1 LOCATED WITHIN 0.50 OF LAND DESIGNATED RURAL RESIDENTIAL ON FLUM.			
PARCEL #	ADDRESS	OWNER	RESIDENTIAL
2-21-3N-2W-0000-00132-0000	SALEM RD	THARPE HAZEL B	VAC, TIMBER II
2-21-3N-2W-0000-00132-1000	49 POTTER WOODBERRY RD	ROWAN PETER BRENT & SONDRA	SF (MH)
2-21-3N-2W-0000-00132-0500	75 POTTER WOODBERRY RD	ROWAN P BRENT & SONDRA C	SF, TIMBER II
2-21-3N-2W-0000-00131-0800	271 POTTER WOODBERRY RD	MOORE JEFFERY E & KATHERINE W	SF, TIMBER II
2-21-3N-2W-0000-00110-0000	POTTER WOODBERRY RD	DAVIS, JEFFREY & EILEEN PARKS	TIMBER II
2-21-3N-2W-0000-00110-0100	281 POTTER WOODBERRY RD	RASKEY GEORGE & STACEY	SF, TIMBER II
2-21-3N-2W-0000-00143-0500	308 POTTER WOODBERRY RD	CLARK,CHARLES B. SR & JULIA	SF
2-21-3N-2W-0000-00214-0000	SALEM RD	THARPE, AUBREY & HAZEL	TIMBER II

FIGURE 1. DEVIATION REQUEST TO SUB. 5806.A.3, TO REDUCE THE REQUIREMENT OF A 1,750' SETBACK (7X the height of Tower) FROM PROPERTY LINES OF PARCELS OF LAND IN WHICH A RESIDENCE IS LOCATED. (Towers shall meet location standards from parcels having homestead exemption.)

SF= Single Family Residence, SFH = Single Family, Homesteaded
See Sheet Z-3 Setback Plan with Application

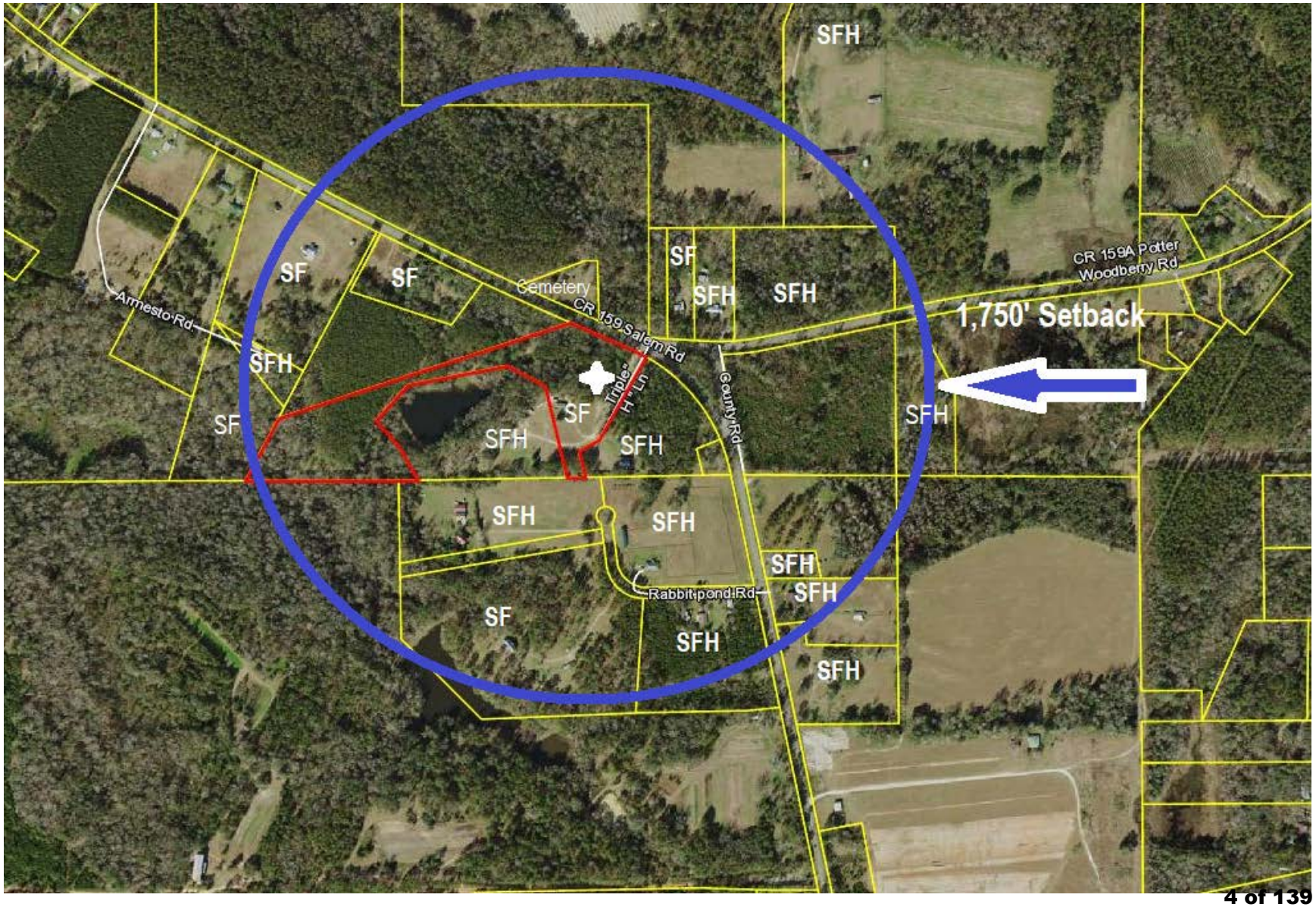


FIGURE 2. DEVIATION FROM SUB. 5805.B.1, RESTRICTIONS ON USE BY RIGHT A TOWER MAY LOCATE IN AN AG DISTRICT UNLESS THE FOLLOWING CRITERIA APPLY INCLUDING THAT THE TOWER IS LOCATED WITHIN 0.50 OF A MILE FROM RURAL RESIDENTIAL ON FUTURE LAND USE MAP.

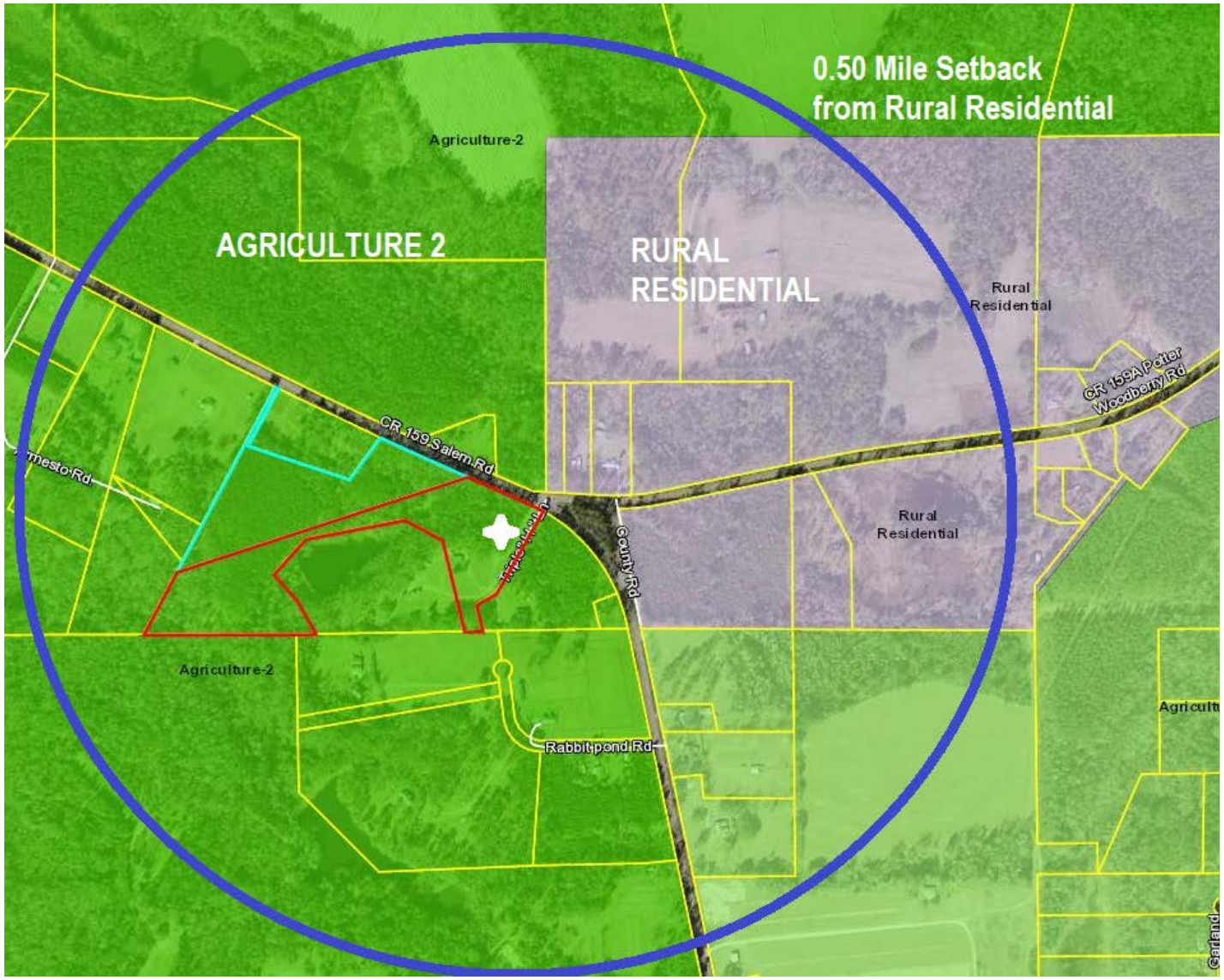
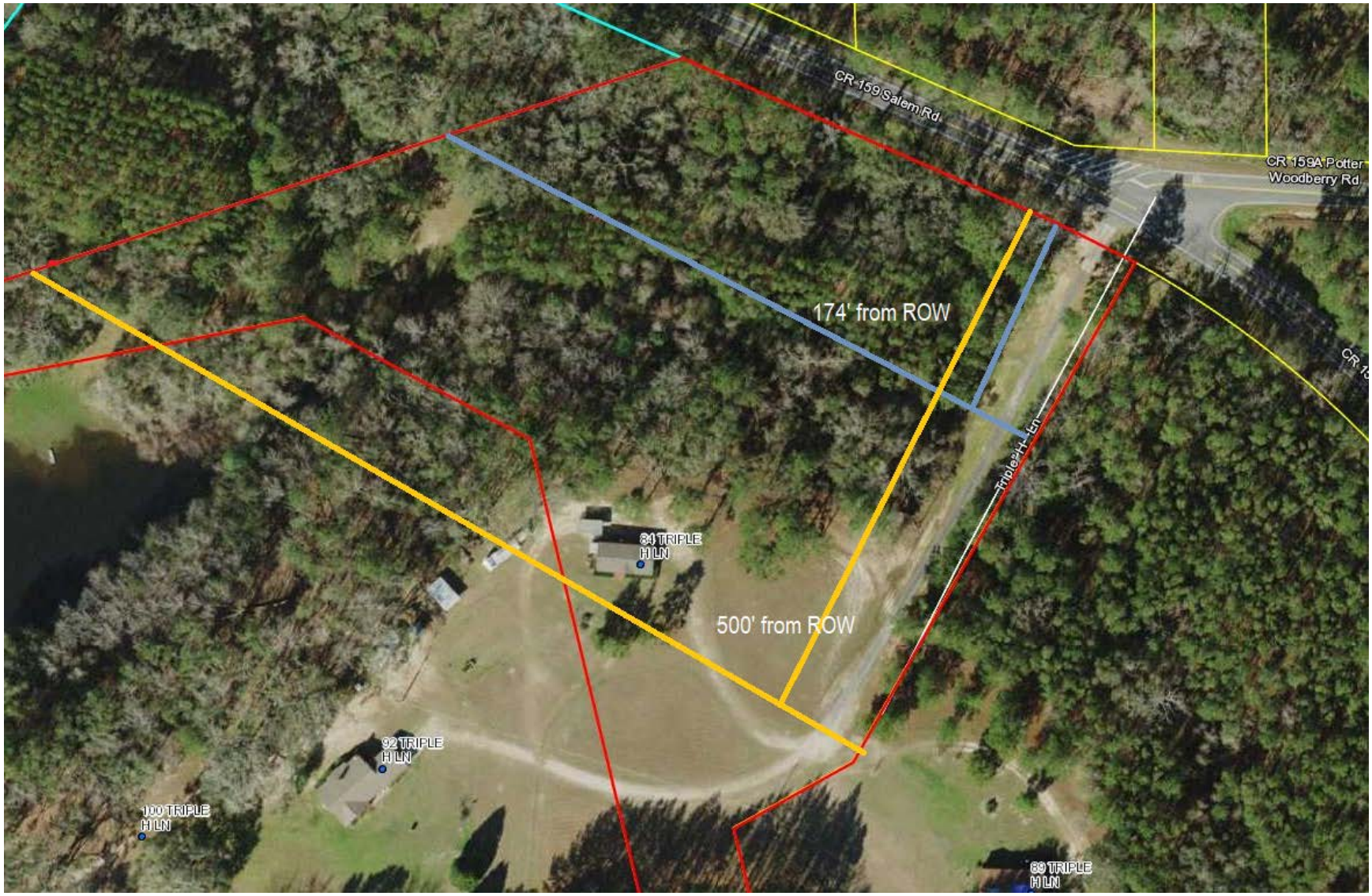


FIGURE 3. DEVIATION FROM SUB. 5805.B.4, COMMUNICATION TOWERS MAY NOT LOCATE CLOSER THAN 2X THE TOWER HEIGHT FROM ANY COUNTY RIGHT OF WAY.



SECTION 5800. Communication Towers

Subsection 5801. Purpose and intent. Gadsden County has on many occasions and with increasing frequency been confronted with requests to site communication towers and antennas. Prior to adoption of this ordinance, the Land Development Code contained no provisions specifically related to siting communication towers and antennas. It is the intent of this ordinance to promote the health, safety and general welfare of the citizens of Gadsden County by regulating the siting of communication towers and antennas. It is also the purpose and intent of this ordinance to provide guidance to communication service providers in finding areas where communication towers may be sited. Accordingly, the County finds that the promulgation of this ordinance is warranted and necessary to accomplish the following purpose.

A. To direct the location of communication towers and antennas within the unincorporated area;

B. To protect residential areas and land uses from potential adverse impacts of communication towers;

C. To reduce adverse visual and aesthetic impacts of communication towers through careful design, siting, landscaping and innovative aesthetic mitigation;

D. To accommodate the growing needs for communication towers;

E. To promote and require shared use/co-location of existing and new communication towers as the preferred option rather than construction of single-use towers;

F. To consider the public health and safety of communication towers;

G. To avoid or reduce potential damage to adjacent properties from the perspective of public safety, from tower failures through engineering and careful siting of tower structures.

H. To provide guidance and certainty for communication service providers in finding areas where communication towers may be sited.

I. To strongly encourage and provide incentives for camouflaged towers where and when appropriate.

(Ord. # 1997-002, 11-18-97) (Ord. # 2001-008, 8-7-01)

Subsection 5802. Applicability. All new communication antennas and communication towers in the County shall be subject to these siting and location regulations and all other applicable building and construction codes. In the event of

any conflict between other land use regulations and the regulations contained in this Section, the provision of this section shall override and supersede such other regulations unless otherwise specifically set forth herein.

It is the intent of this ordinance to further the County's communication needs while respecting the visual and physical environment. Permits will be granted for valid Radio Frequency solutions for telecommunications service providers. Tower companies will not be granted permits without a letter of commitment from a first use telecommunications carrier. "Spec" towers, or towers with no confirmed clients, will not be permitted.

(Ord. #1997-002, 11-18-97; Ord. #2001-008, 8-7-01)

Subsection 5803. Exemptions. The provisions of this section shall not apply to: Communication antennas and monopole communication towers not subject to lighting requirements under FCC regulations, which are located on property, rights-of-way or easements owned by the Gadsden County Board of County Commissioners.

(Ord. # 1997-002, 11-18-97; Ord. #2001-008, 8-7-01)

Subsection 5804. Existing communication towers and existing communication antennas.

A. All communication towers existing of the effective date of this ordinance, shall be allowed to continue to be used as they presently exist. Routine maintenance (including modifications to accommodate the co-location of an additional user or users) shall be permitted on such existing towers. As a condition for receiving a permit for work on an existing tower, the existing tower's capacity must be increased to provide for co-location. If the existing tower already provides capacity for or actual co-location, then this requirement is not necessary. New construction, other than routine maintenance and modifications to accommodate co-location on an existing communication tower, shall comply with the requirements of this Ordinance. Routine maintenance shall not include any activity that includes structural changes.

B. For purposes of this Section, a communication tower that has received final approval as either special exception approval or a building permit, but has not yet been constructed shall be considered an existing tower so long as such approval is valid and unexpired as of the effective date of this ordinance.

(Ord. # 1997-002, 11-18-97) (Ord. # 2001-008, 8-7-01)

Subsection 5805. Location.

A. Land Use Category. A communication tower may be located in the following

land use categories as a use-by-right and shall not be subject to review by the Planning Commission or the Board of County Commissioners so long as it meets the requirements of this Code.

1. Commercial
2. Industrial
3. Agriculture 1
4. Agriculture 2
5. Agriculture 3

Prior to approval of any location after the effective date of this ordinance, the applicant must demonstrate that all opportunities have been exhausted without success to locate the communication equipment on 1) public lands owned by the Gadsden County Board of County Commissioners (public lands owned by the Gadsden County Board of County Commissioners are exempt from the location requirements for tower sites if the tower is originated by the BOCC); 2) existing towers; 3) water towers; 4) public buildings. Once the preceding has been fulfilled without success, the following will apply.

B. Restrictions on Use by Right: A communication tower may locate in the above five (5) land use categories, unless the following conditions apply:

1. The subject property is located within 0.50 miles of land that is designated Rural Residential on the land use map. A communication antenna or communication tower that is less than or equal to fifty feet (50') shall be permitted within the residential protection zone.

2. The subject property is within 0.50 miles of a parcel of land or a structure designated as Historic on the County Future Land Use Map. A communication antenna or communication tower that is less than or equal to fifty feet (50') shall be permitted within the historic protection zone.

3. A communication antenna may be located on an existing non-residential structure, provided the communication tower or communication antenna does not extend more than fifty feet (50') above the existing structure. Such structures may include, but are not limited to non-residential buildings, water towers, existing communication towers, recreation light fixtures and other public utility structures. Communication antennas that are located on the previously listed non-residential structures are not subject to the location criteria.

4. Communications towers may not locate closer than 2X the tower height from any County right of way, except as listed in Subsection 5807.

(Ord. # 1997-002, 11-18-97; Ord. # 2003-006, 8-19-03; Ord. # 2001-008, 8-7-01)

Subsection 5806. Location of communication towers and their proximity

to parcels of land with residences.

A. Setbacks. Regardless of the land use category in which a communication tower is located, the tower shall meet the following standards regarding their location to parcels of land that have homestead exemption.

1. Camouflaged towers shall be permitted within 2X's the height of the tower from residential property lines within which there are residential structures.

2. Tower's that are not lit shall be at least 5x's the height of the tower or four-hundred and fifty feet (450'), whichever is greater, from the property lines of the parcels of land in which a residence is located.

3. Tower's that are lit at night with red lights shall be at least 7x's the height of the tower from property lines of parcels of land in which a residence is located.

4. Tower's shall not be lit at night with white lights.

5. Property owners' with tracts of land that are designated Agriculture on the county Future Land Use Map and who are petitioning the county for tower sites shall be exempt from the distance requirements as they apply to their individual residences.

B. Measurement. Distances shall be measured from the center of the base of the communication tower to the property line.

(Ord. # 1997-002, 11-18-97; Ord. # 2001-008, 8-7-01; Ord. # 2003-006, 8-19-03)

Subsection 5807. Location of communication towers and their proximity to Interstate 10, US 27, US 90, SR 267 and SR 12. If a tower is to be located adjacent to the above referenced roadways, then the tower shall be subject to criteria A. above and shall be located no closer than 3X's the height of the tower to the leading edge of the ROW.

(Ord. # 2001-008, 8-7-01)

Subsection 5808. Co-location. Limiting unnecessary communication towers while providing service required by the market is important to Gadsden County. Therefore, to implement this objective, planning for additional capacity on existing and new towers is mandatory. All permits for structural changes on towers existing prior to the effective date of this ordinance and for all towers built after the effective date of this ordinance shall be conditioned on the applicant providing for co-location. Prior to receiving approval for a new tower after the effective date of this ordinance, the applicant will be required to sign an agreement with the County agreeing that the applicant will permit co-location of additional providers' communication equipment.

If the communication tower is 180 feet or lower, then co-location shall be provided for at least one other communication service provider. If the tower is greater than 180 feet, then co-location shall be provided for two or more additional communication service providers.

(Ord. #1997-002, 11-18-97) (Ord. #2001-008, 8-7-01)

Subsection 5809. Design standards.

A. Maximum Height. Not withstanding anything to the contrary in the Gadsden County Land Development Code, the maximum height of communication towers shall be two-hundred fifty feet (250'), except in the Agriculture 1 category, where no communication tower shall be greater than 150 feet in height. Measurements of communication tower height shall include the base pad, and other appurtenances and shall be measured from the natural grade of the tower site. The relationship between height and co-location shall apply as included in the section above.

B. Illumination. Communication towers lighting shall not shine on the ground or be directly visible from a residence to assure human safety or as required by the Federal Aviation Administration (FAA). Lighting shall be designed to be shielded from being directly visible from residences within the location proximities listed in criteria F above.

C. Finished Color. Communication towers not requiring FAA painting/marking shall have either a galvanized finish or painted sky blue, gray or black finish.

D. Structural Design. Communication towers shall be designed and constructed to ensure that the structural failure or collapse of the tower will not create a safety hazard, according to latest EIA/TIA standards, to adjoining properties. Communication towers shall be constructed to the EIA/TIA standards as published by the Electronic Industries Association, all applicable Building codes and as determined necessary by the Building Official. All improvements to any existing communication towers shall meet all current construction standards.

E. Fencing. A minimum six foot (6') fence or wall shall be required around all communication tower sites. Access to the communication tower shall be through a locked gate.

F. Landscaping. The following landscaping and buffering shall be required around the perimeter of the communication tower site, except that the requirements may be waived by the Growth Management Director for those sides of the communication tower that are located adjacent to undevelopable lands or land not in the public view. Landscaping shall be installed on the outside of the fence. Further, existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute for or as a

credit toward meeting the landscaping requirements.

1. A row of shade trees a minimum of six feet (6') tall and a maximum of ten feet (10') apart shall be planted around the perimeter fence.

2. A continuous hedge at least thirty inches (30") in height at planting and capable of growing to at least thirty-six inches (36") in height within eighteen (18) months shall be planted on the outside of the perimeter fence.

3. All landscaping shall be of the evergreen, native species varieties.

4. All landscaping shall be xeriscape tolerant or irrigated and properly maintained to ensure good health and viability.

5. Regular maintenance of landscaping shall rest with the owner of the tower.

G. Advertising. No advertising shall be permitted on the communication tower or communication tower site.

H. Coverage. Tower coverage areas will be designed to provide maximum service to the local area possible for the site. Single purpose coverage towers, e.g., towers designed for Interstate service only, will not be permitted.

(Ord. # 1997-002, 11-18-97; Ord. # 2001-008, 8-7-01; Ord. # 2003-006, 8-19-03)

Subsection 5810. Camouflaged Towers. Camouflaged communication towers are encouraged in all land use categories, except the Rural Residential land use category. To provide an incentive for camouflaged tower's the following shall apply:

A. Design. Camouflaged communication towers on buildings must be disguised to appear as an accessory structure that is normally associated with the principal use occupying the property. Other camouflaged communication towers must be disguised to blend in with other facilities on the property or existing vegetation. Examples of camouflaged communication towers would be a communication towers constructed in the form and shape of a tree to be part of a forested area, or a tower constructed to appear to be a component of a bell or clock tower on sites with compatible buildings or a component of a church steeple on sites with churches.

B. Finish and Lighting. Surface finish, paint/ or markings alone are insufficient to qualify for a determination as a camouflaged communication tower. Camouflaged towers shall not be lit. Camouflaged towers shall be one-hundred fifty feet (150') in height or less.

C. Use by Right. Camouflaged communication towers shall be permitted as a

use-by-right in all land use categories (except Rural Residential) regardless of the location standards set forth in this ordinance.

D. Type of Review. Camouflaged communication towers shall be processed as a Class I land use and a Type I review.

E. Setbacks. Camouflaged towers shall be permitted within 2X's the height of the tower from residential property lines within which there are residential structures.

(Ord. # 2003-006, 8-19-03)

Subsection 5811. Procedures. The following procedures shall be followed for the application and approval process for all new communications towers covered by this ordinance.

A. Pre-application Conference. A pre-application conference as outlined in the Gadsden County Land Development Code shall be required.

B. Location review. All requests for communication towers and communication antenna shall be processed as a Type I Land Use. A decision to deny an application for the siting of a communication tower or communication antenna shall be in writing. No location for placement, construction or modification of a communication tower or communication antenna shall be regulated based on the environmental effects of radio frequency emissions to the extent that the communication tower and communication antennas comply with the FCC regulations concerning such emissions. Site plan requirements pursuant to the Gadsden County Land Development Code shall be followed. Applicants requesting communication tower sites must demonstrate that the location criteria are met.

D. Certification of Compliance with FCC (NIER) Standards. Prior to receiving final inspection, the applicant shall certify in writing submitted to the Growth Management Department that the communication tower complies with all current FCC regulations for non-ionizing electromagnetic radiation (NIER) and that the radio frequency levels meet the American National Standards Institute (ANSI) C95 guidelines for public safety. The Growth Management Director shall indicate on the site plan approval that this certification has been received.

E. Site Plan requirements. Prior to any approval of a communication tower site, a site plan consistent with the requirements of Chapters 5 and 7 of the Gadsden County Land Development Code shall be submitted by the applicant for Department approval.

F. Deviations from standards in this section. Deviations from the requirements of this code shall be processed as Class II land uses and reviewed according

to the criteria contained in the Gadsden County Land Development Code, and as described below.

G. Supplemental Information Required for Deviations from the Standards in this Section. The following information shall be included with all applications requesting deviations from the standards contained in this section. The applicant may use any combination of site plans, surveys, maps, technical reports or written narratives necessary to convey the following information:

1. A scaled site plan clearly indicating the tower site, type and height of the proposed tower, the location of the accessory building, on-site land uses and land use category, adjacent land use categories, adjacent roadways, proposed means of access, distances from property lines, elevation drawings of the proposed communication tower, and any other proposed structures.

2. A current aerial map, as maintained by the Gadsden County Property Appraiser's Office, showing the location of the proposed communication tower.

3. A legal description of the parent tract and tower site.

4. If the proposed communication tower site meets the required minimum distance from residential lot lines, the approximate distance between the proposed tower and the nearest residential lot line, platted residential properties, or unplatted residential properties. If the proposed tower does not meet the minimum distance requirements, then exact distances, locations and the identification of said properties shall be shown on the land use map.

5. A landscape plan showing specific landscape materials.

6. The method of fencing, finished color and if applicable, the method of aesthetic mitigation and illumination.

7. If the applicant is not co-locating on the proposed communication tower of another provider, evidence that it has made diligent but unsuccessful efforts to co-locate its antenna and associated equipment on an existing structure.

8. Evidence that the applicant has made diligent but unsuccessful efforts to locate the proposed communication tower on suitable government-owned property.

9. The written consent by the applicant that any deviations from the standards in this section shall be conditioned upon requiring the applicant

to a) construct the proposed tower to provide sufficient excess capacity over the initial loading and b) permit at least two (2) other comparable communication provider to use the proposed tower where feasible and subject to reasonable terms. The term *where feasible*, as it applies to co-location means that utilization of a communication tower by another party would, at the time of such utilization, comply with sound engineering principles, would not materially degrade or impair the communication tower's utilization by the existing user(s), would not unduly burden the tower structurally and would not otherwise materially and adversely impact the existing user(s). *Reasonable terms* for use of a communication tower that may be imposed by the owner include a requirement for reasonable rent or fees, taking into consideration the capital cost of the communication tower and land, the incremental cost of designing and constructing the tower to accommodate the additional users, increases in maintenance expenses relating to the communication tower and a fair return on investment, provided such amounts are also consistent with rates paid by other co-locators at comparable communication tower sites;

10. With respect to deviations only, certification by the applicant that the proposed communication tower shall not be considered if it is possible to serve the same areas within additional smaller towers that meet the criteria in E - P above and is necessary to serve an adjacent or nearby residential area or areas.

11. If the applicant is requesting a deviation from the standards of this Code, then a camouflaged tower may be used to fulfill compatibility concerns by the County. The camouflaging technique shall be consistent with the definition included in this code and approved by the Board of County Commissioners.

H. Criteria for Deviations from the Standards Contained in this Section. A deviation from the requirements of this ordinance may be granted only upon a finding by the Board of County Commissioners that the following are met:

1. The deviation will not be detrimental to the public good or to the surrounding properties.

2. The location of existing uses, structures or other features on or adjacent to the property create a need for the deviation.

3. The deviation sought is the minimum necessary to address the need for the deviation, subsequent subject to exploring all reasonable siting alternatives.

4. The location of the proposed communication tower in relation to existing structures, trees and other visual buffers shall minimize to the greatest

extent reasonably practical under the circumstances any impacts on affected residentially developed or parcels designated as Rural Residential on the land use map.

5. The communication tower will be compatible to the greatest extent possible, with the existing contiguous uses or compatible with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating affects of any existing or proposed landscaping, fencing or other structures in the area, the proximity of the communication tower to existing or proposed buildings or structures and similar factors.

6. The strict application of the requirements of this section will constitute a substantial hardship to the applicant.

7. The granting of the deviation is consistent with the general intent and purpose of the Comprehensive Plan.

(Ord. # 1997-002, 11-18-97) (Ord. # 2001-08, 8-7-01)

Subsection 5812. Abandonment. In the event the use of any communication tower has been discontinued for one hundred eighty (180) consecutive days, the communication tower shall be deemed to be abandoned. Determination of the date of abandonment shall be made by the Director of Growth Management (or his/her designee), based upon documentation and/or affidavits from the communication tower owner/operator regarding the issue of communication tower usage. Upon the Director's determination of such abandonment, the owner/operator of the communication tower shall have an additional one hundred eighty (180) days to:

A. Reactivate the use of the communication tower or transfer the communication tower to another owner/operator who makes actual use of the communication tower; or

B. Dismantle and remove the tower.

(Ord. # 2001-008, 8-7-01)

Hopping Green & Sams

Attorneys and Counselors

May 13, 2020

VIA EMAIL

Jill Jeglie
Gadsden County
Planning and Community Development
1-B East Jefferson Street
Quincy, FL 32353
jjeglie@gadsdencountyfl.gov

RE: Response to Questions on Site Plan Application for New 250 ft. Telecommunications Tower & Facility.
FL 1774 – Havana North

Dear Ms. Jeglie:

Thank you for your phone call last week and for your continued cooperation through this application process. In our conversation, you requested additional information and explanation on certain requirements in the Gadsden County Land Development Code. The issues you raised are below in bold, followed by corresponding responses. Also, I have attached additional documents supporting the explanations below.

1) Per Section 5811(H)4. of the Gadsden County Land Development Code, a deviation from the requirements of the Communication Tower ordinance may be granted only upon a finding by the Board of County Commissioners that "The location of the proposed communication tower in relation to existing structures, trees and other visual buffers shall minimize to the greatest extent reasonably practical under the circumstances any impacts on affected residentially developed or parcels designated as Rural Residential on the land use map."

RESPONSE: As previously stated in the Response to Comments dated April 16, 2020, the proposed tower is located in an area of dense tree canopy providing a visual buffer to surrounding properties. The existing tree canopy provides a line-of-site buffer from the ground that limits views of the tower from near-by properties. The tower will be more visible from a greater distance, but as distance increases the perceived visual impact decreases. Thus, the existing tree canopy serves to minimize to the greatest extent practical any visual impact from the proposed tower.

To further demonstrate the minimal impacts on nearby residentially developed parcels or those designated as Rural Residential on the land use map, the applicant has prepared a series of photo-simulations which are attached to this letter.

Photo-simulations were conducted from eight locations around the Havana North tower site. Each of the eight locations correspond to residentially developed properties or parcels designated as Rural Residential on the land use map and the three deviations that are being requested.

2) Per Section 5811(G)4. of the Gadsden County Land Development Code, where the application requests deviations from the standards in the code, exact distances, locations and identification of residential properties shall be shown on the land use map.

RESPONSE: A map depicting the distances to the nearest parcel designated Rural Residential on the land use map was included in the initial application as Sheet Z-1.1 of the proposed site plans (Tab 6 of the application materials). Additionally, a map of surrounding properties has been generated on the Gadsden County land use map and is included as an attachment to this letter.

3) Demonstrate proposed landscaping per Section 5809 F. of the Land Development Code.

RESPONSE: Section 5809 F. of the Land Development Code requires that the applicant preserve existing vegetation to the maximum extent possible. Accordingly, existing vegetation may be used as a substitute for, or as a credit towards, meeting the landscaping requirements. The proposed tower is located in an area of mature pine tree canopy, surrounded by existing trees on all sides. Please see Sheet 3 of the previously submitted boundary and topographic survey. (Tab 6 of the application materials). The existing trees on the site are indicated on this Sheet, including the diameter of each existing tree, and whether the tree will be removed for the tower site. See also, Sheet Z-4 of the previously submitted site plans ("Overall Site Plan", Tab 6 of application materials), showing an aerial view of the proposed site and the existing tree canopy.

The applicant intends to maintain the existing vegetation and tree cover to the maximum extent practicable. Based on the evidence submitted, the applicant contents that the existing mature tree canopy serves as the best landscaping buffer, superior to the 6-foot tree and 36-inch hedge landscape buffer in the land development code, and that maintaining the existing vegetation is required by the code. Therefore, the applicant requests that the Growth Management Director substitute and credit the existing vegetation toward meeting the landscaping requirements. If additional landscaping is required, we request that the Growth Management Director condition the site plan approval upon a landscaping plan that meets any suggested landscaping requirement beyond the requirement to maintain existing vegetation.

I believe that the explanations above, and the additional materials provided will answer your questions. Thank you for your consideration. I look forward to presenting this application to the Planning Commission and Board of County Commissioners as soon as possible.

Sincerely,

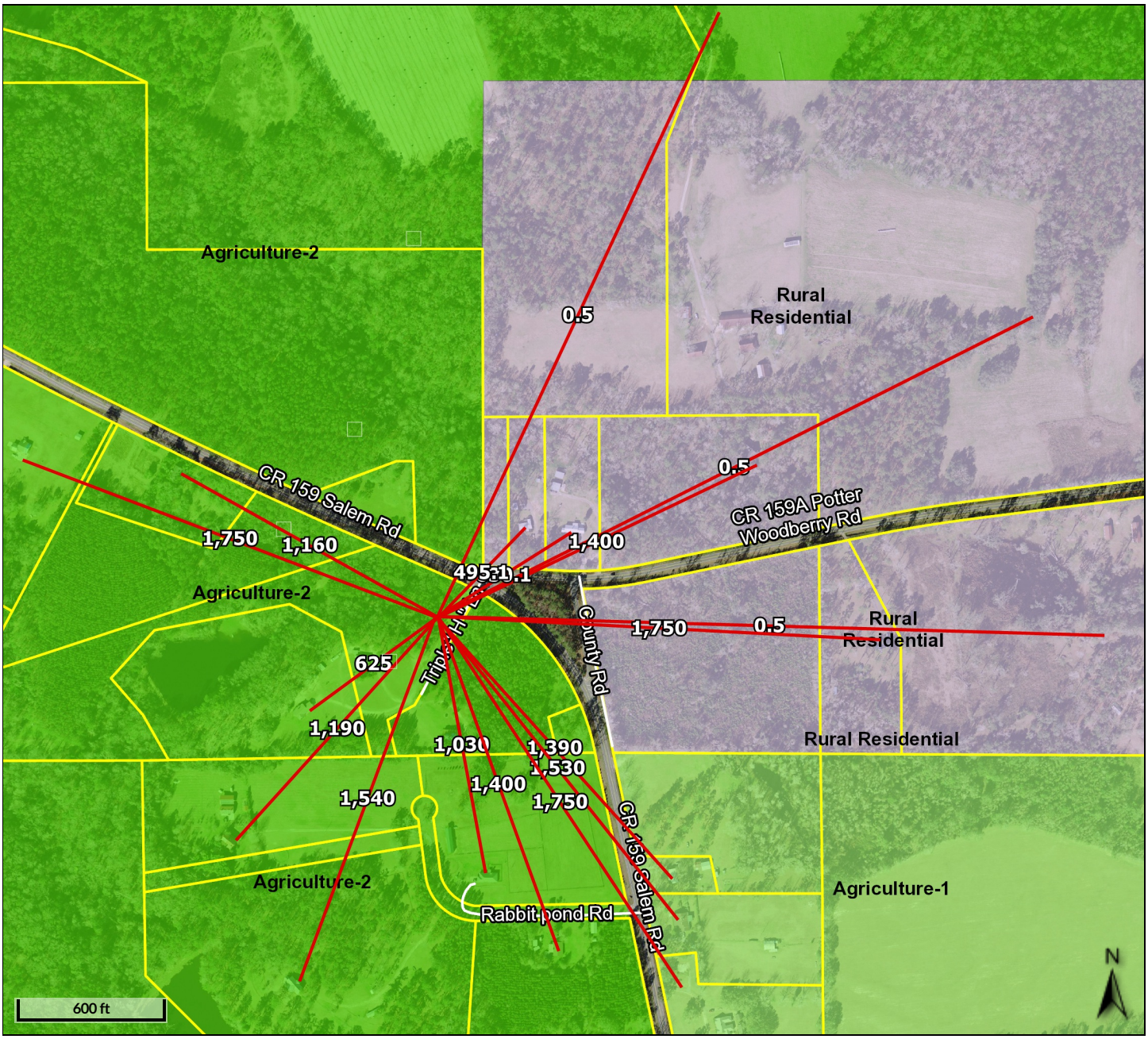
Robert C. Volpe
HOPPING GREEN & SAMS

Enclosed: Map - Distance to Residential Properties
Site Photography Map
Tower Simulation View No. 1-8

cc: Clayton Knowles, County Attorney
Brett Buggeln

qPublic.net™ Gadsden County, FL

FL 1774 Havana North - Distance to Residential Properties



Date created: 5/13/2020
Last Data Uploaded: 5/13/2020 3:37:41 AM

Developed by Schneider GEOSPATIAL

FL1774 Havana North Site Photography Map #8

TARPON TOWERS

HAVANA NORTH FL1774

84 Tripple H Lane, Havana, FL 32333

250ft. SELF SUPPORT TOWER SIMULATION

View #1 from Coastal Lumber Rd
approx. 400ft. east-northeast of site

TARPON TOWERS

HAVANA NORTH FL1774

84 Tripple H Lane, Havana, FL 32333

250ft. SELF SUPPORT TOWER SIMULATION

View #2 from Coastal Lumber Rd
approx. 610ft. east-northeast of site

TARPON TOWERS

HAVANA NORTH FL1774

84 Tripple H Lane, Havana, FL 32333

250ft. SELF SUPPORT TOWER SIMULATION

View #3 from 281 Coastal Lumber Rd
approx. 1,630ft. east-northeast of site

#8
TARPON TOWERS
HAVANA NORTH FL1774
84 Tripple H Lane, Havana, FL 32333
250ft. SELF SUPPORT TOWER NOT VISIBLE
View #4 from 3677 Salem Road approximately 1,440ft. northwest of site
25 of 139

TARPON TOWERS

HAVANA NORTH FL1774

84 Tripple H Lane, Havana, FL 32333

250ft. SELF SUPPORT TOWER SIMULATION

View #5 from 3791 Salem Road
approx. 1,960ft. west-northwest of site

TARPON TOWERS

HAVANA NORTH FL1774

84 Tripple H Lane, Havana, FL 32333

250ft. SELF SUPPORT TOWER SIMULATION

View #6 from Rabbit Pond Road approximately 1,400ft. southeast of site

TARPON TOWERS

HAVANA NORTH FL1774

84 Tripple H Lane, Havana, FL 32333

250ft. SELF SUPPORT TOWER SIMULATION

View #7 from Rabbit Pond Road
approx. 1,225ft. south-southeast of site

TARPON TOWERS

HAVANA NORTH FL1774

84 Tripple H Lane, Havana, FL 32333

250ft. SELF SUPPORT TOWER SIMULATION

View #8 from Rabbit Pond Road approximately 850ft. south of site

Hopping Green & Sams
Attorneys and Counselors

April 16, 2020

VIA EMAIL

Jill Jeglie
Gadsden County
Planning and Community Development
1-B East Jefferson Street
Quincy, FL 32353
jjeglie@gadsdencountyfl.gov

RE: Response to Comments on Site Plan Application for New 250 ft. Telecommunications Tower & Facility.
FL 1774 – Havana North

Dear Ms. Jeglie:

We received your comments by email on March 19, 2020 from your review of the Class II, Type 11 Site Plan Application for Greensboro East telecommunications tower submitted by Tarpon Towers II, LLC on March 4, 2020. In your email, you stated that you had not yet reviewed the site plan application for the Havana North telecommunications tower, but you believed that the questions and comments would be similar. In anticipation of similar review comments for the Havana North site plan application, below are responses on behalf of the applicant.

1. The applicant will sign an agreement with the County agreeing that the application will permit co-location of additional providers' communication equipment (Sub. 5808).

   RESPONSE: Included as Tab 8 in the application submittal is a statement, signed by the Applicant, committing to permit co-location of additional providers' communication equipment. This document meets the requirements of Land Development Code Subsection 5808.

2. The applicant shall provide a letter of commitment from the first use telecommunications carrier (Verizon) (Sub. 5808). (This can be a condition to be resolved prior to signing of the plans. I see the RFE Coverage and Capacity Letter from Verizon.)

   RESPONSE: Correct. Verizon Wireless will be the initial telecommunications carrier at this facility. Included with the application is a radio frequency analysis report from Verizon indicating the need for coverage and capacity expansion in the area. If necessary, the applicant can provide a separate letter of commitment from Verizon prior to signing of the plans.

3. The applicant shall demonstrate that all opportunities have been exhausted without success to local the communication equipment on 1) public lands owned by the Gadsden County Board of County Commissioners (public lands owned by the Gadsden County Board of County Commissioners are exempt from the location requirements for tower sites if the tower is

originated by the BOCC); 2) existing towers; 3) water towers; 4) public buildings prior to proceeding (Sub 5805. Location).

RESPONSE: Included as Tab 7 in the application submittal is a site selection report. As demonstrated in the report, the application exhausted the options listed above without success. Within the applicable search area there are no public lands owned by Gadsden County Board of County Commissioners, no existing towers, no water towers, and no public buildings suitable for the proposed communication equipment.

4. An analysis on how the application addresses the Criteria for Deviation as it relates the deviation request.

RESPONSE: The applicant is requesting three deviations from setback requirements in the Land Development Code:

1. Subsection 5806(A)(3) requires that towers that are lit at night with red lights shall be at least 7 times the height of the tower from property lines of parcels of land in which a residence is located. The proposed tower will be 250 feet in height, meaning the setback would be 1,750 feet. The tower is less than 1,750 feet from adjacent properties on which a residence is located, requiring a deviation.

2. Subsection 5805(B)(1) states that a tower may be located in an Agriculture 2 land use category by right, unless the tower is located within 0.5 miles of land that is designated Rural Residential. The proposed site is on land designated at Agriculture 2, which allows telecommunication towers. The proposed tower is less than 0.5 miles from Rural Residential land to the east, requiring a deviation.

3. Subsection 5805(B)(4) states that a tower may not located closer than 2 times the tower height from any County right of way. The proposed tower is 174' from Salem Road, a County right of way. Being that the setback is less than 500', a deviation is required.

Section 5811(H) lists seven Criteria for Deviations. Each of the three requested deviations relates to a setback requirement in the land development code. Accordingly, the support and evidence for each deviation will be similar. Therefore, the criteria for deviations addressed below apply similarly to each of the requested deviations.

1. The deviation will not be detrimental to the public good or to the surrounding properties.

Response: As demonstrated in site selection analysis, the tower location was selected to meet the RF engineer's coverage and capacity criteria for the area. As indicated in the site location analysis, other sites within the search ring were reviewed for applicability but were not as suitable as the subject site. Additionally, the neighboring parcels to the southeast, southwest, and west are owned by the parent parcel owner or relatives. These adjacent owners are in favor of the tower in the proposed location.

As demonstrated on the site plans, the proposed tower is located in an area of dense tree canopy providing visual buffer to surrounding properties. Also, the tower is designed to

industry standards, including requirements for fall radius. The fall zone will be entirely contained within the subject parcel and will not impact the county right of way or adjacent properties. An engineers fall zone certification shall be provided prior to final site plan approval.

Given the size, location, and configuration of the property, a deviation from the setback requirements will not be detrimental to the public good or surrounding properties.

2. The location of existing uses, structures or other features on or adjacent to the property create a need for the deviation.

Response: As demonstrated on the site plans, the size, location, and configuration of the property creates a need for the requested deviations. Also, as evidenced in the site selection analysis, this is the ideal site in the search area. There are no alternative locations that would not also require similar deviations.

3. The deviation sought is the minimum necessary to address the need for the deviation, subsequent subject to exploring all reasonable siting alternatives.

Response: As demonstrated on the site plans, the tower is located in the least intrusive location on the site. The deviations sought are the minimum possible deviations from the strict requirement of the Land Development Code for a location that meets the RF engineer's coverage and capacity criteria for the area.

4. The location of the proposed communication tower in relation to existing structures, trees and other visual buffers shall minimize to the greatest extent reasonably practical under the circumstances any impacts on affected residentially developed or parcels designated as Rural Residential on the land use map.

Response: As demonstrated on the site plans, the proposed tower is located in an area of dense tree canopy providing visual buffer to surrounding properties. The existing tree canopy will minimize any impact on residential properties.

5. The communication tower will be compatible to the greatest extent possible, with the existing contiguous uses or compatible with the general character and aesthetics of the neighborhood or the area, considering the design and height of the communication tower, the mitigating effects of any existing or proposed landscaping, fencing or other structures in the area, the proximity of the communication tower to existing or proposed buildings or structures and similar factors.

Response: As demonstrated in site selection analysis, the tower location was selected to meet the RF engineer's coverage and capacity criteria for the area. As indicated in the site location analysis, other sites within the search ring were reviewed for applicability but were not as suitable as the subject site. Additionally, the neighboring parcels to the southeast, southwest, and west are owned by the parent parcel owner or relatives. These adjacent owners are in favor of the tower in the proposed location.

As demonstrated on the site plans, the proposed tower is located in an area of dense tree canopy providing visual buffer to surrounding properties. Also, the tower is designed to industry standards, including requirements for fall radius. The fall zone will be entirely contained within the subject parcel and will not impact the county right of way or adjacent properties. An engineers fall zone certification shall be provided prior to final site plan approval.

Given the size, location, and configuration of the property, the location and design of the tower is compatible with existing contiguous uses and the general character and aesthetics of the area.

6. The strict application of the requirements of this section will constitute a substantial hardship to the applicant.

Response: Due to site constraints and the extensive setback requirements, it is impossible to meet the strict setback requirements on this site. As demonstrated in the site location analysis, this is the preferred location to meet the RF engineer's coverage and capacity criteria for the area. There are no available sites within the search ring that would not also require the requested deviations. The strict code requirements constitute a substantial hardship to the applicant.

7. The granting of the deviation is consistent with the general intent and purpose of the Comprehensive Plan.

Response: The proposed site meets the RF engineer's coverage gap criteria for the area. The location and design of the tower is compatible with the area and consistent with the intent of the Comprehensive Plan and the underlying future land use designation.

I hope the responses above adequately answer the questions and comments raised during your review. Please advise if any additional materials are required. Also, please confirm that your review is complete and date for scheduled public hearings. Thank you for your consideration of this application. I look forward to working with you through the remainder of the approval process. With kind regards, I remain

Sincerely,

Robert C. Volpe
HOPPING GREEN & SAMS

Hopping Green & Sams
Attorneys and Counselors

March 4, 2020

VIA ELECTRONIC AND
OVERNIGHT DELIVERY

Gadsden County
Planning and Community Development
Attn: Jill Jiglie
1-B East Jefferson Street
Quincy, FL 32353

RE: Site Plan Application for New 250 ft. Telecommunications Tower & Facility FL 1774 - Havana North

To Whom It May Concern:

This law firm serves as authorized agent for applicant Tarpon Towers II, LLC ("Tarpon Towers"). On behalf of Tarpon Towers we respectfully submit this application for conceptual/preliminary site plan approval for a 250-foot self-supporting telecommunications tower within a 4,800 square foot leased area enclosed by a 6-foot fence. The tower site is located on a parent tract at 84 Triple H Lane, Havana, Florida, tax Parcel ID No. 2-21-3N-2W-0000-00230-0000, a 15.52-acre tract owned by W. Turner Hiers, Jr. The proposed tower site has a land use designation of "Agriculture 2." This proposed tower is known as "FL 1774 - Havana North," by the Tarpon Towers, and Verizon Wireless, the wireless carrier on the proposed tower.

Section 5800 of the Gadsden County Land Development Code outlines the requirements for telecommunication towers in Gadsden County. As evidenced by the enclosed application materials, the Greensboro East tower meets the requirements of section 5800.

Tarpon Tower is requesting 3 deviations from the Land Development Code:

1. Subsection 5806(A)(3) requires that towers that are lit at night with red lights shall be at least 7 times the height of the tower from property lines of parcels of land in which a residence is located. The proposed site location was selected to meet the RF engineer's coverage and capacity criteria for the area. As indicated in the site location analysis, other sites within the search ring were reviewed for applicability but were not as suitable as the subject site. Additionally, the neighboring parcels to the southeast, southwest, and west are owned by the parent parcel owner or relatives. These adjacent owners are in favor of the tower in the proposed location.

2. Subsection 5805(B)(1) states that a tower may be located in an Agriculture 2 land use category by right, unless the tower is located within 0.5 miles of land that is designated Rural Residential. The proposed site is on land designated at Agriculture 2, which allows telecommunication towers. The proposed tower is less than 0.5 miles from Rural Residential land to the east. Tarpon Towers requests this deviation because the proposed site meets the RF engineer's coverage and capacity criteria for the area. There is no suitable location within the coverage area that would also meet the 0.5-mile distance from Rural Residential.

3. Subsection 5805(B)(4) states that a tower may not located closer than 2 times the tower height from any County right of way. The proposed tower is 174' from Salem Road, a County right of way. The tower is designed to industry standards, including requirements for fall radius. The fall zone will not impact the county right of way. This site was selected because the proposed site meets the RF engineer's coverage and capacity criteria for the area. Additionally, the proposed site avoids natural features on other portions of the site.

Gadsden County Citizen's Growth Management and Planning Bill of Rights:
Tarpon Towers held a Citizen's Bill of Rights meeting on Friday, February 7, 2020, at the Gadsden County Public Library, 732 S. Pat Thomas Parkway, Quincy, Florida from 4:00pm to 5:00pm. There were three members of the public in attendance: the property owners and a neighbor, Mr. Stephen Curvey. Mr. Curvey initially voiced concerns regarding radio frequency emissions and health impacts. After reviewing the location of the tower, Mr. Curvey stated that he was no longer concerned. Documents from the meeting are included in the application materials.

Enclosed with this letter and the application fee of $625 are the following tabbed materials:

1. Class II, Type II Site Plan Application Form
2. Authorization to Represent Form
3. Agent of Record Letter
4. Land Lease Agreement
5. Title Opinion
6. Site Plans including Boundary Survey and Legal Description
7. Tower Site Candidate Analysis
8. Statement of Intent to Provide Colocation
9. FAA Determination of No Hazard to Air Traffic Letter
10. FCC Radio Frequency Analysis
11. FCC Interference Analysis
12. Radio Frequency Engineering Coverage and Capacity Analysis
13. Application for Concurrency Review
14. Gadsden County Citizens Growth Management and Planning Bill of Rights Neighborhood Plan

Please advise if any additional materials are required. Otherwise and on behalf of the landowner and Tarpon, I look forward to working with the Department staff in advancing this application to consideration by the Board of County Commissioners. With kind regards, I remain

Sincerely,

Robert C. Volpe
HOPPING GREEN & SAMS

Enclosures

SITE PLAN APPLICATION

HAVANA NORTH - FL 1774
GADSDEN COUNTY, FLORIDA

PREPARED FOR:

TARPON TOWERS II, LLC
1001 3RD AVENUE WEST, SUITE 420
BRADENTON, FL 34205

PREPARED BY:

HOPPING GREEN & SAMS, P.A.
119 S. MONROE STREET, SUITE 300
TALLAHASSEE, FLORIDA 32301
850-222-7500

MARCH 2020

TABLE OF CONTENTS

1. Class II, Type 11, Site Plan Application Form
2. Authorization to Represent Form
3. Agent of Record Letter
4. Land Lease Agreement
5. Title Opinion Partial Less Deed History Entire Document on File w/ Planning
6. Site Plans including Boundary Survey and Legal Description
7. Tower Site Candidate Analysis
8. Statement of Intent to Provide Collocation
9. FAA Determination of No Hazard to Air Traffic Letter
10. FCC Radio Frequency Analysis
11. FCC Interference Analysis
12. Radio Frequency Engineering Coverage and Capacity Analysis
13. Application for Concurrency Review
14. Gadsden County Citizens Growth Management and Planning Bill of Rights Neighborhood Plan:
    a. CBOR Submittal Requirements Check List
    b. Notice of Citizen's Bill of Rights Meeting, February 7, 2020
    c. Mailing List of Property Owners within 0.50 mile
    d. Mailing receipt
    e. Legal Advertisement
    f. Sign-In Sheet
    g. Email from Citizen
    h. Minutes from CBOR Meeting

1. Class II, Type 11, Site Plan Application Form

Gadsden COUNTY
PLANNING AND COMMUNITY DEVELOPMENT

1-B East Jefferson Street, Post Office Box 1799, Quincy, FL 32353-1799
Phone: (850) 875-8663 Fax: (850) 875-7280
E-mail: planning@gadsdencountyfl.gov Web site: www.gadsdengov.net

Class II, Type 11 Site Plan

x Conceptual/Preliminary ____ Conceptual ____ Preliminary

1. APPLICANT/OWNER
NAME (Print): Tarpon Towers II, LLC (Applicant)
CONTACT PERSON (If Corporation): Brett Buggeln
ADDRESS: 1001 3rd Avenue West, Suite 420
CITY: Bradenton STATE: FL ZIP: 34205
TELEPHONE: (941) 757-5010 E-MAIL: BBuggeln@TarponTowers.com

2. AUTHORIZED REPRESENTATIVE NAME: Robert Volpe, Hopping Green & Sams
ADDRESS: 119 S. Monroe Street, Suite 300
CITY: Tallahassee STATE: FL ZIP: 32301
TELEPHONE: (850) 222-7500 E-MAIL: robertv@hgslaw.com

3. Parcel Identification Number 2-21-3N-2W-0000-00230-0000

4. Land Use Category: Agriculture-2 Existing Use: Timberland

5. Project Description: 250' Self-supported Telecommunication Tower
Total Parcel Area: 15.52 Total Development Area: 0.11 acres
Number of Buildings: n/a Gross Floor Area: n/a Floor Area Ratio: n/a
Number of Stories: n/a Height: 250' Area in Wetlands: none
Area of Stormwater Facilities: n/a Impervious Surface Area: de minimus
Number of Seats for Restaurants or other places of Assembly: ____
Parking & Driveway Area Paved: n/a Unpaved Parking Area: n/a
Number of Parking Spaces: n/a Number of Handicapped Spaces: n/a

6. NFIP# 12039C-0114C Flood Zone: X (Label and Locate on plans.)

7. The following plans and documents are required to complete this application for review (also see County Land Development Code (LDC) Chapter 5, Subsections 5207 and 5208 and Chapter 7, Subsection 7102 (Level I) or Subsection 7103 (Level II)):

a. x Two copies of this application with fee ($400) plus concurrency, if applicable.

b. x Six (6) Folded Preliminary Site Plan 24" x 36" prints, **2 signed and sealed** (copies must include the signature and seal), and **a .pdf copy (electronic copy).** Plans shall addressing the requirements of the LDC (See Sub.5206 & 5207).

c. x An up-to-date survey (signed and sealed) with legal description.

d. x A title opinion (or qualifying deed) with legal descriptions (See Sub. 7103.C of the LDC) .

e. x Indicate FEMA Flood Zones/special flood hazard areas and environmental resources (wetlands, streams, creeks, etc.) and setbacks to be protected on plans, as applicable.

f. X Authorization to Represent, if applicable.

g. n/a Two (2) copies of an Environmental Impact Assessment per County Land Development Code Section 5400, if applicable.

h. X Two (2) copies of a Certified Tree Survey as required per Subsection 5404.B.3 for protected trees, as applicable. Protected trees (greater than 20" diameter) must be shown on site plans.

i. X The completed Concurrency Review Application and traffic analysis, if applicable.

I hereby certify that the information contained in this application is correct and accurate and that I am either the sole property owner of the subject property, or am the authorized representative of the property owner(s) in all regards pertaining to this application pursuant to proof and/or attached authorization.

_____ I AM THE OWNER.

X I AM THE LEGAL REPRESENTATIVE OF THE OWNER (Attach Authorization to Represent) of the property described which is the subject matter of this application.

Signature of Owner or Authorized Representative

The foregoing instrument was acknowledged before me this 4 day of March 20, by Robert Volpe who is personally known to me, or has produced _____ as identification and who did (did not) take an oath.

By Robert Volpe
Print (Owner or Authorized Representative)

SEAL:

Notary Signature

Notary Printed Name

INA C. BRUCE-ABDRABU
MY COMMISSION # GG 104204
EXPIRES: May 14, 2021
Bonded Thru Notary Public Underwriters

Commission Number: _____

Signature Blocks (Place on Cover Sheet)

GADSDEN COUNTY
CONCEPTUAL SITE PLAN APPROVAL

Title: _____ SITE PLAN FILE NO. _____

TAX ID #: _____

_____ _____
Building Official or designee Date

GADSDEN COUNTY
PRELIMINARY/CONCEPTUAL SITE PLAN APPROVAL

Title: _____ **SITE PLAN FILE NO.** _____

TAX PARCEL ID #: _____

BOCC APPROVAL DATE: _____

_____ _____
Building Official or designee **Date**

ATTENTION ALL ADDRESSING AUTHORITIES

The following Zip Code(S) or Post Offices service your county: 32324-Chattahoochee, 32330-Greensboro, 32332-Grenta, 32333-Havana, QUINCY and 39819-Bainbridge

Please provide the email below to ALL Developers and Builders of new subdivision and new phases of excessing subdivisions.

This email is provided to inform all addressing authorities within the Gulf Atlantic District of the United States Postal Service.

On April 5, 2012, the United States Postal Service (USPS) revised *Postal Operations Manual* (POM) subchapter 63, providing the Postal Service with autonomy in determining the modes of delivery when adding new deliveries, thereby enabling the Postal Service to provide services adequate and necessary to meeting its basic function in the most efficient manner.

The Local Postal Service representatives are still required to meet with builders and developers early in the process to ensure the best choices are made. The USPS reserves the right to establish delivery in the most consistent and cost effective means viable to meet our federal mandate of providing a free form of service that best meets the need to establish and maintain a safe, reliable and efficient national Postal Service.

In order for the USPS to make contact with the builder early in the process, their contact information would be very helpful if provided. Delivery will begin in the newly developed area ONLY upon approval from the USPS representative and only to locations and equipment provided by the USPS. Street delivery will be held until such time as an approved site locations is agreed upon.

Please ensure to add my email address to your contact notification list for the USPS and local Post Office.

Thank you,
Phillip A. Fretwell, Growth Management Coordinator
Gulf Atlantic District
P: 904-783-7253 F:904-783-7158

2. Authorization to Represent Form

Gadsden COUNTY
PLANNING AND COMMUNITY DEVELOPMENT

AUTHORIZATION TO REPRESENT

If the applicant is not the property owner an 'Authorization to Represent' is required.

This letter serves as notice that on this date: February 12, 20 20

I/We, WilliamTurner Hiers, Jr
(Print name of property owner(s) and/or entity & authorized representative)

Hereby give authorization to,
Tarpon Towers II, LLC, Brett Buggeln
(Print name of authorized representative or entity. Print the name of all individuals representing the entity)

(941) 757-5010 — *Telephone number*
BBuggeln@TarponTowers.com — *E-mail Address*

To apply for an Telecommunication Tower application(s) and all necessary permits as part of the Gadsden County, Florida review process from the Gadsden County Building & Planning & Department for the property described below:

2-21-3N-2W-0000-00230-0000 — *(Parcel identification number)*
84 TRIPLE H LN — *(E911 address)*

William T. Hiers, Jr. — *(Signature of property owner or entity & representative)*
William T. HIERS, JR. — *(Print name of property owner and/or entity)*

State of Florida
County of Gadsden

The foregoing instrument was acknowledged before me this 13th day of February, 20 20 by William Turner Hiers who is personally known to me/or has produced Florida DL as identification and did not take an oath.

Laura Katherine Munroe
Notary Signature

Laura Katherine Munroe
Notary Name Printed

Notary Seal

Notary Public State of Florida
Laura Katherine Munroe
My Commission GG 137921
Expires 08/24/2021

3. Agent of Record Letter

FL1774 Havana North

AGENT OF RECORD LETTER

Tarpon Towers II, LLC with an address of 1001 Third Avenue West, Ste. 420, Bradenton, FL 34205 hereby designates and appoints the below listed Agent of Record for any meetings with jurisdictional representatives with regard to land use permits and building permits for a communication tower on the property located at 84 Triple H Lane, Havana, FL 32333 (Tax Parcel I.D. 2-21-3N-3W-0000-00230-0000).

The Agent of Record is vested with the authority to make any representations, agreements or promises which are necessary or desirable in conjunction with any of the aforementioned meetings and the issuance of land use permits and building permits. The Agent of Record has the authority to execute and file any and all necessary sets of plans, applications, or other required paperwork necessary in the processes or procedures for the above referenced site.

The authorized Agent of Record is:

Hopping, Green & Sams, P.A.
119 South Monroe Street
Ste. 300
Tallahassee, FL 32301

Executed this 10th day of December, 2019, by the undersigned.

By: _____
Brett Buggeln
Its: Chief Operating Officer

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10 day of December, 2019, by Brett Buggeln who is personally known to me or who has produced _____ as identification.

TODD J BOWMAN
Commission # GG 232941
Expires August 10, 2022
Bonded Thru Budget Notary Services

(SEAL)

_____
Notary Public

Todd J Bowman
Printed Name of Notary

4. Land Lease Agreement

LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") entered into as of the latter of the dates set forth on the signature page hereof, by and between **William Turner Hiers, Jr.**, whose address is 92 Triple H Lane, Havana, FL 32333 ("Owner") and **Tarpon Towers II, LLC**, a Delaware limited liability company, 1001 3rd Ave West, Ste. 420, Bradenton, FL, 34205 ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner ("Premises") shall include the following:

   a) Real property comprised of approximately ten thousand (10,000) square feet of land
   b) Non – exclusive easement required to run utility lines and cables
   c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

   IN OR UPON THE Owner's real property ("Owner's Property") located at 84 Triple H Lane, Havana, Gadsden County, Florida (Tax Parcel ID: 2-21-3N-2W-0000-00230-0000), which Owner's Property is more particularly described on Exhibit "A" and the Premises which are more particularly described on Exhibit "B" both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

2. **OPTION.** In consideration of the sum of (the "Option Money"), to be paid by Tenant to Owner within thirty (30) days of Tenant's execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the "Option") to lease the Premises in accordance with the terms and conditions set forth herein.

   Tenant's obligation to pay the Option Money is contingent upon Tenant's receipt of a W-9 form setting forth the tax identification number or social security number of Owner, person or entity, to whom the Option Money is to be made payable as directed in writing by Owner.

   OPTION PERIOD. The Option may be exercised at any time within twenty-four (24) months of execution of this Agreement by all parties (the "Option Period"). If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain all money paid for the Option, and no additional money shall be payable as either party to the other.

   CHANGES IN PROPERTY DURING THE OPTION PERIOD. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises, Owner's Property or other real Property of Owner contiguous to, surrounding, or in the vicinity of the Premises, Owner shall immediately notify Tenant in writing. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date ("Commencement Date") specified in Tenant's written notice to Owner that Tenant is exercising the Option, and terminating on the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Paragraph 14. In no event will the Commencement Date be any later than the date that Tenant

begins construction of the Communications Facility (as such term is defined in Paragraph 5 below). Tenant shall have the right to extend the Term for nine (9) successive five (5) year periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of

on the first day of each month. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The first Rent payment shall be delivered within twenty (20) business days of the Commencement Date.

(b) Rent shall increase on the first day of each Renewal Term by of the Rent in effect the immediately preceding Initial Term or Renewal Term, as the case may be.

5. **USE.** (a) Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, and other accessories. Owner shall provide Tenant with twenty – four (24) hour, seven (7) day a week, year-round access to the Property. Tenant shall have the right to park its vehicles on Owner's Property when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.

(b) Owner shall timely pay all real property taxes and assessments against the Owner's Property. Tenant shall pay any increase in real property taxes, directly or via reimbursement to Owner, attributed to the Premises and any improvements thereon upon receipt from Owner of a copy of said tax bill evidencing such an increase. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.

(c) Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies, as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies, as Tenant deems necessary or desirable. Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to Owner's Property, whether or not such defect or condition is disclosed by Tenant's analyses.

(d) Throughout the term of this Agreement, Owner shall cooperate with Tenant and execute all documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and for building regulations. Owner shall not take any action that would adversely affect Tenant's obtaining or maintaining any governmental approval. Owner hereby appoints Tenant as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning, land use approvals and/or building permits.

6. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.

7. **ASSIGNMENT.** (a) Tenant shall have the right to freely assign or transfer its rights under this Agreement, in whole or in part to any person or any business entity at any time. After delivery by Tenant of an instrument of assumption by an assignee that assumes all of the obligations of Tenant under this Agreement to Owner, Tenant will be relieved of all liability thereafter.

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to any third party (a "Leasehold Lender") as security for any loan to which Owner hereby consents to without requirement of further evidence of such consent. The Leasehold Lender may secure its interest in such a loan by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Lease (collectively the "Personal Property").

1. **Successors.** Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under this Agreement including the right to exercise any renewal option(s) or purchase option(s) set forth in this Agreement, and to assign this Agreement as permitted hereunder.

2. **Default Notice.** Owner shall deliver to the initial Leasehold Lender and any subsequent Leasehold Lender(s) a copy of any default notice given by Owner to Tenant under this Agreement. No default notice from Owner to Tenant shall be deemed effective against the Leasehold Lender unless sent to the notice address for Leasehold Lender (if provided to Owner as set forth herein) or as amended from time to time. Until such time as Tenant has notified Owner of the notice address of the Leasehold Lender, it shall be Tenant's obligation to notify any of its lenders. The foregoing sentence shall in no way alleviate Owner's obligations under this section upon Tenant's notification to Owner of the address of the Leasehold Lender, at which time Owner's obligations under this paragraph shall be in full force and affect.

3. **Notice and Curative Rights.** If Tenant defaults on any obligations under this Agreement then Owner shall accept a cure thereof by the Leasehold Lender within the same time periods proscribed for Tenant's cure of a default, commencing upon Leasehold Lender receipt of written notice of such default. If curing any non-monetary default requires possession of the Tenant's interest in Premises then Owner agrees to give the Leasehold Lender a reasonable time to obtain possession of the Premises and to cure such default, provided all monetary defaults and any defaults not requiring possession are timely cured and Leasehold Lender remains current in the payment of rent and other monetary obligations under this Agreement. Notwithstanding the foregoing, until such time as Tenant has notified Owner of the address of the initial Leasehold Lender, the time periods for any Leasehold Lender to cure a default shall run concurrently with the time periods for Tenant to cure a default.

4. **No Amendment.** This Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein and this Agreement will not be surrendered, terminated or cancelled without the prior written consent of the Leasehold Lender.

5. **New Lease.** If this Agreement is terminated for any reason or otherwise rejected in bankruptcy then Owner will enter into a new lease with Leasehold Lender (or its designee) on the same terms as this Agreement as long as Leasehold Lender pays all past due amounts under this Agreement within thirty (30) calendar days of notice of such termination.

6. **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements.

7. **Initial Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement. Until such time as Tenant provides notice to Owner of the address of Leasehold Lender, Owner's obligations under section 7(b)(2), above, shall not apply and the time periods for any Leasehold Lender to cure a default shall commence upon Tenant's receipt of a notice of default.

8. **Notice.** Notices to Leasehold Lender shall be sent to such address as affirmatively provided in a later writing to Owner by Tenant and may be updated from time to time by subsequent notices from

Tenant to Owner concerning a new address for the initial Leasehold Lender or any subsequent Leasehold Lender.

8. **TRANSFER WARRANTY.** During the term of this Agreement, Owner covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Owner's Property and the Premises without the prior written consent of Tenant. Upon Tenant's prior written consent, Owner may sell, lease, transfer, grant a perpetual easement or otherwise convey all or any part of the Owner's Property to a transferee and such transfer shall be under and subject to this Agreement and all of Tenant's rights hereunder. It is agreed that in no event will Owner allow any sale, lease, transfer, or grant of easement that adversely affects Tenant's rights under this Agreement.

9. **RIGHT OF FIRST REFUSAL.** If at any time after the Effective Date, Owner receives a bona fide written offer from a third party seeking (a) an assignment of this Agreement or the rental stream associated with this Agreement, or (b) to purchase the Premises or Owner's Property (each being a "Purchase Offer"), Owner shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer, or to request additional information. Owner shall provide any reasonably requested additional information, after which Tenant shall have an additional fifteen (15) days to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract similar to the Purchase Offer. If Tenant chooses to exercise this right, Owner shall be obligated to consummate the transaction with Tenant on the terms and conditions of the Purchase Offer and shall not have the right to seek additional offers from new parties or a new offer from the original third party. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Owner within the timeframes outlined above, Owner may consummate the transaction pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 9), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Owner shall re-offer to Tenant, pursuant to the procedure set forth in this Paragraph 9, the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Owner and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

10. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense. In the event that a utility company requires a separate easement for its use, Owner agrees to execute, within fifteen (15) business days of receipt, whatever documents necessary to evidence such easement and agrees to the recording of any such easement in the public records for the town or county where Owner's Property is located.

11. **REMOVAL OF COMMUNICATIONS FACILITY.** All portions of the Communication Facility brought onto Owner's Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term or any Renewal Term. Owner covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by

Tenant at any time during the Term or any Renewal Term. Upon written request of Owner, to be given within ten (10) days of the expiration or earlier termination of this Agreement, or at Tenant's option, all personal property and trade fixtures of Tenant, specifically including towers and buildings, shall be removed by Tenant within sixty (60) days after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, upon expiration or earlier termination of this Agreement, Tenant shall not be required to remove any foundation more than two (2) feet below grade level.

12. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of One Million Dollars ($1,000,000).

13. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.

14. **TERMINATION.** Tenant may terminate this Agreement at any time, in its sole discretion by giving written notice thereof to Owner not less than thirty (30) days prior to the Commencement Date. Further, this Agreement may be terminated by Tenant immediately, at any time, upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that the Owner's Property contains substances of the type described in Section 16 of this Agreement, or (g) Tenant determines that the Premises is not appropriate for its operations for economic, environmental or technological reasons.

15. **INDEMNITY.** Owner indemnifies Tenant against, and holds harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.

16. **HAZARDOUS SUBSTANCES.** Owner represents that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.

17. **CASUALTY/CONDEMNATION.** (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the

Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant or Owner or both and apply them in accordance with the Leasehold Mortgage and shall have the right, but not the obligation, to restore the Premises.

18. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof, regardless of whether or not the same is deemed real or personal property under applicable law.

19. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Property. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant. Except in cases of emergency, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.

20. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days. Notwithstanding anything in this Agreement to the contrary, if, pursuant to the provisions of this Agreement or as a matter of law, Owner shall have the right to terminate this Agreement, then (i) Owner shall take no action to terminate the Agreement without first giving to the Leasehold Lender written notice of such right, a description of the default in reasonable detail, and a reasonable time thereafter in the case of a default susceptible of being cured by the Leasehold Lender, to cure such default or (ii) in the case of a default not so susceptible of being cured, to institute, prosecute and complete foreclosure proceedings to otherwise acquire Tenant's interest under this Agreement; provided however, that the Leasehold Lender shall not be obligated to continue such possession or continue such foreclosure proceedings after such default shall have been cured.

21. **ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) days after receipt of request by Tenant, deliver a written statement addressed to Tenant or any Leasehold Lender certifying:

(a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);

(b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;

(c) that to the knowledge of Owner, Tenant has not previously assigned or hypothecated its rights or interests under this Agreement, except as described in such statement with as much specificity as Owner is able to provide;

(d) the term of this Agreement and the Rent then in effect and any additional charges;

(e) the date through which Tenant has paid the Rent;

(f) that Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and

(g) such other matters as are reasonably requested by Tenant.

Without in any way limiting Tenant's remedies which may arise out of Owner's failure to timely provide an estoppel certificate as required herein, Owner's failure to deliver such certificate within such time shall be conclusive (i) that this Agreement is in full force and effect, without modification except as may be represented by Tenant; (ii) that there are no uncured defaults in Tenant's or Owner's performance hereunder; and (iii) that no Rent for the then current month, has been paid in advance by Tenant.

22. **MISCELLANEOUS**

(a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and indefeasible fee simple title to the Owner's Property. The person executing on behalf of Owner represents individually that such person has the authority to execute this Agreement on behalf of Owner.

(b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. A writing signed by both parties may only amend this Agreement. .

(d) The parties may sign this Agreement in counterparts hereto.

(e) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.

(f) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(g) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memoranda at Tenant's sole cost and expense.

(h) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Tenant: Tarpon Towers II, LLC
1001 3rd Ave W., Ste. 420
Bradenton, FL 34205
Attn: Site Administration

Re: Site ID: FL1774 Havana North

For Owner: William Turner Hiers, Jr.
92 Triple H Lane
Havana, FL 32333

(i) This Agreement shall be construed in accordance with the laws of the state in which the Owner's Property is located.

(j) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(k) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

(l) Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this paragraph or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

(m) Neither Tenant nor Owner shall disclose the financial terms of this Agreement to third parties without the express written consent of the non-disclosing party.

(n) Owner's recourse against any Leasehold Lender shall be expressly limited to such Leasehold Lender's interest in this Agreement.

(Remainder of Page Intentionally Blank. Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the latter of the signature dates, below.

OWNER:
William Turner Hiers, Jr.

By: William T. Hiers, Jr.
Print: William Turner Hiers, Jr.

Date: 2/15/2019

Witnesses for Owner:

Sign: Margarette D Hiers
Print: Margarette D. Hiers

Sign: Laura K. Munroe
Print: Laura Katherine Munroe

TENANT:
Tarpon Towers II, LLC
a Delaware limited liability company

By:
Print: Brett Buggeln
Title: COO
Date: 2/19/19

Witnesses for Tenant:

Sign: Rhea D. Oberg
Print: Rhea D. Oberg

Sign:
Print:

EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

A parcel of land lying in the Northwest one quarter of Section 21, Township 3 North, Range 2 West, Gadsden County, Florida more particularly described by metes and bounds as follows:

BEGIN at an iron pipe (3 inch - no ID) marking the Southeast corner of the Southwest one quarter of the Northwest one quarter of said Section 21, also the Southwest corner of the Southeast one quarter of the Northwest one quarter, and run;

Thence West (Bearing Base) along the Southern boundary of said Northwest one quarter a distance of 822.96 feet to an iron pipe (3 inch - no ID) marking the Southeast corner of lands as described in Official Record Book 161, page 482 of the Public Records of said county;

Thence North 28 degrees 13 minutes 00 seconds East along the Eastern boundary of said lands a distance of 381.80 feet to a re-bar (PSM3031);

Thence North 71 degrees 51 minutes 59 seconds East 1633.12 feet to a concrete monument (D.O.T. – 6 inch by 6 inch) on the Southwesterly right of way boundary of Salem Road (County Road No. 159 – 85 foot right of way);

Thence South 65 degrees 22 minutes 01 second East along said Southwesterly right of way boundary a distance of 388.86 feet to a concrete monument (D.O.T.) marking a point of curve to the right;

Thence Southeasterly along said Southwesterly right of way boundary and said curve with a radius of 920.37 feet through a central angle of 04 degrees 47 minutes 39 seconds for an arc distance of 77.01 feet (the chord of said arc being South 62 degrees 58 minutes 12 seconds East 76.99 feet) to a concrete monument (RLS3208) marking the Northwest corner of lands as described in Official Record Book 479, page 1637-39 of said Public Records;

Thence Southerly along the Western boundaries of said lands (Official Record Book 479, page 1637-39) as follows:

Thence South 29 degrees 28 minutes 40 seconds West 515.02 feet to a concrete monument (RLS3208);

Thence South 61 degrees 03 minutes 56 seconds West 122.27 feet to a concrete monument (RLS3208);

(RLS3208);

Thence South 61 degrees 03 minutes 56 seconds West 122.27 feet to a concrete monument (RLS3208);

Thence South 13 degrees 33 minutes 52 seconds East 144.20 feet to a concrete monument (RLS3208) marking the Southwest corner of said lands;

Thence leaving said Western boundaries run West 100.00 feet to a re-bar (PSM3031) in base of a tree, marking the Southeast corner of lands as described in Official Record Book 313, page 1579 of said Public Records;

Thence along the boundaries of said lands as follows:

Thence North 13 degrees 33 minutes 52 seconds West 506.98 feet to a concrete monument (RLS3208);

Thence North 61 degrees 48 minutes 11 seconds West 230.75 feet to a concrete monument (RLS3208);

Thence South 79 degrees 02 minutes 43 seconds West 543.34 feet to a concrete monument (RLS3208);

Thence South 42 degrees 10 minutes 07 seconds West 255.71 feet to a concrete monument (RLS3208);

EXHIBIT "A" TO LAND LEASE AGREEMENT (cont.)

OWNER'S PROPERTY

Thence South 43 degrees 55 minutes 53 seconds East 182.03 feet to a concrete monument (RLS3208);

Thence South 29 degrees 34 minutes 28 seconds East 204.66 feet to a concrete monument (RLS3208) on said Southern boundary;

Thence leaving said lands run West along said Southern boundary a distance of 104.95 feet to the POINT OF BEGINNING.

Containing 15.52 acres, more or less.

Per Deed recorded December 5, 2011 at O.R. Book 754 Page 1514 with the Clerk of Court of Gadsden County, Florida; Tax Parcel: 2-21-3N-2W-0000-00230-0000

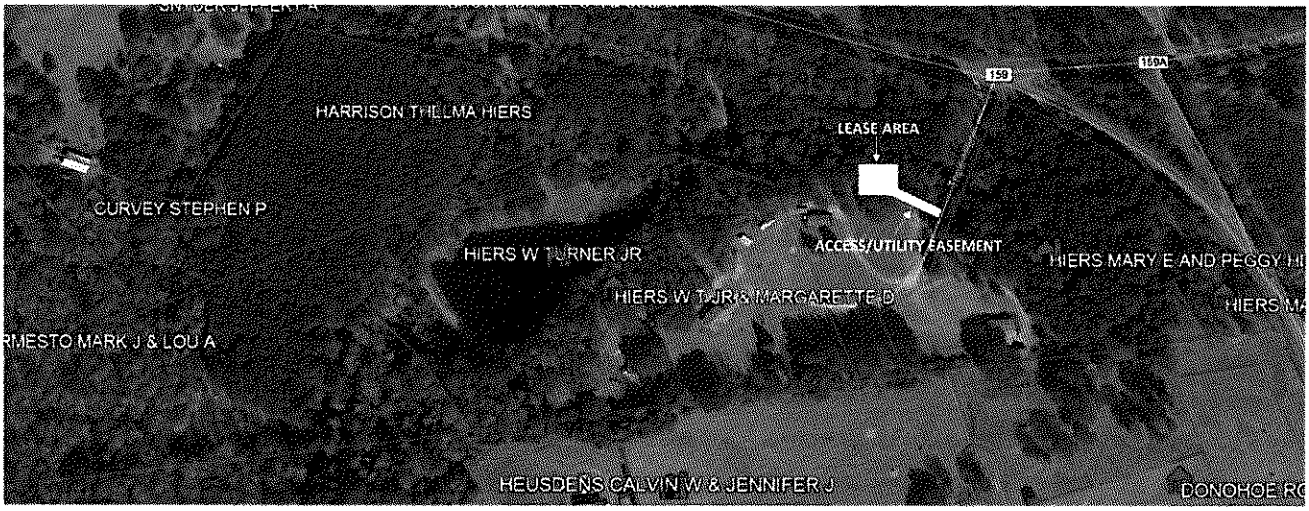
Owner and Tenant agree that the precise legal description for the Owner's Property will be corrected, if necessary, and that Tenant may place the correct legal description on this Exhibit "A".

EXHIBIT "B" TO LAND LEASE AGREEMENT

PREMISES

a) Real property comprised of approximately ten thousand (10,000) square feet of land
b) Non – exclusive easement required to run utility lines and cables
c) Non – exclusive easement across Owner's Property (hereinafter defined) for access

SITE SKETCH:



APPROVED Owner: _____ ***(Initial)***
APPROVED Tenant: _____ ***(Initial)*** BB

Notes:

1. *This Exhibit may be replaced by a land survey of the Premises at Tenant's sole cost and expense, together with non-exclusive easements for utility lines and cables to service the Premises, and a non-exclusive easement for ingress and egress across Owner's Property to the Premises.*
2. *Setback of the Premises from the Owner's Property lines shall be the distance required by the applicable governmental authorities.*
3. *Width of access road, if any, shall be the width required by the applicable governmental authorities, including police and fire departments.*

5. Title Opinion

FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE "A"

Commitment Number:	**28699922**	Effective Date of Commitment: February 28, 2019 @ 8:00 am
Customer Reference:	FL1774 Havana North	Prepared For: Tarpon Towers II, LLC

Inquiries Should Be Directed To: **Fidelity National Title Insurance Company**
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Toll-Free phone: 866-552-0129

1. Policy or Policies to be issued:

   A. ALTA OWNERS POLICY 2006 Amount: $0.00

   Proposed INSURED: Tarpon Towers II, LLC

   B. ALTA LOAN POLICY 2006 Amount: $0.00

   Proposed INSURED:

2. The estate or interest in the land described or referred to in the Commitment and covered herein is **Leasehold Estate**.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

   W. Turner Hiers, Jr.

4. The land referred to in this Commitment is situated in the City of Havana, County of Gadsden, State of Florida, and is described as follows:

See Exhibit "A" Attached

Countersigned:

By: Authorized Signatory

Valid Only If Schedule B and Cover Are Attached

Commitment No. **28699922**

FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

The following are the requirements to be complied with:

1. The Company must be furnished proof of payment of all real property taxes and assessments that are due and payable.
   Type of Tax: County
   For the period: 2018
   In the amount of: $261.74 annually
   Tax parcel ID #: 2-21-3N-2W-0000-00230-0000
   Paid through: 2018
   Total Assessment: $16,985.00
   Any tax delinquencies noted above must be paid at closing, plus penalties and interest.

2. All current owners of the property must execute and deliver to the Company its OWNER'S AFFIDAVIT AND AGREEMENT or OWNER'S DECLARATION (as attached). This is to be completed by the record owner and submitted with the closing documents. The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

3. Pay the agreed amounts for the interest(s) to be insured, and pay us the premiums, fees and charges for the policy.

4. Instrument(s) satisfactory to create the estate or interest to be insured must be properly executed (see Document(s) Requirement Note below), delivered and duly filed for record, including any Recorder of Deeds' or Clerks' required Cover Sheets, Affidavits or Forms:

   A. Memorandum of Lease from W. Turner Hiers, Jr. to Tarpon Towers II, LLC.

   Each document submitted for recording must be executed before an FNF approved Notary for acknowledgement. Properly completed and executed attached Affidavit of Notary will be sufficient evidence of compliance with FNF approved Notary requirement.

   Each document involving an entity as a party, must include a statement of the state of formation for the entity and must correctly recite any mergers, name changes, fictitious names or erroneous names appearing in the title to clarify the record.

   Power of Attorney ("POA") - We will not accept documents signed by an agent without prior review and approval by this office. Additional requirements will be added upon approval of a POA.

   Each document received by this office for recording must be dated and executed no more than five (5) days before we receive it. In some cases a document received by our office more than five (5) days after execution, may be subject to fines or additional fees imposed by the Clerk's office. FNF-CLSS is not responsible for payment or fronting of any fine or fee for tardy submission of a document and we may hold such document until we receive funds sufficient to cover the cost of recording plus the fine or fee.

Commitment No. **28699922**

SCHEDULE B - SECTION I
Continued

5. Marital status of individuals needs to be disclosed and for a married individual, or more than one individual not married to one another, the following must be complied with {document must recite marital status in spousal/homestead state}:

   Non-vested spouse must sign if property in:
   AK, AZ, AR, CA, IA, KS, KY, LA, MN, MO, NC, NE, NV, NH, NM, OH, OK, PA (only if pending divorce or action involving equitable distribution), SD, TN, UT, WA, or WY; or

   Non-vested spouse must sign if property is homestead property and in:
   AL, CO, FL, ID, IL, MA, MI, MS, MT, NJ (referred to as "joint possession of the principal matrimonial residence"), ND, TX (non-vested spouse must sign Homestead Affidavit), VT or WI (unless purchase money mortgage); or

   Non-vested spouse not required to transfer to a bona fide purchaser if property in:
   CT, DE, DC, GA, HI, IN, ME, MD, NY, OR, RI, SC, VA, or WV.

6. For Tarpon Towers II, LLC (hereinafter referred to as LLC):
   A. The Company must be provided with a copy of
      a. the Articles of Organization,
      b. written Operating Agreement and all amendments thereto,
      c. current membership roster, and
      d. a certificate of good standing (or current registration) of LLC.
   B. Unless the deed, mortgage/Deed of Trust and/or other encumbrance instrument(s) is/are executed by all Members, the Company must be furnished a Resolution of all Members of the LLC approving the transaction and ratifying and confirming action taken or to be taken by the Manager(s) or Managing Member(s).
   C. Execution of any recordable document (also any Company affidavit, cover sheet, or other executed document), must include proper state of formation; and, if applicable, correctly reflect any mergers, name changes, erroneous names used or variations in title.

Notice: *Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close any transaction involving Land that is associated with these activities.*

NOTE: In the event the Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. If Commitment Jacket was inadvertently omitted it will be provided upon request.

(END OF SCHEDULE B - SECTION I)

Commitment No. **28699922**

FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements, or claims of easements, not shown by the public records.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

6. Taxes and special assessments which are not shown as existing liens by the public records.

7. Taxes for the year 2019 and subsequent years, a lien not yet due and payable.

8. Terms and conditions of Standard Mining Lease dated 11/15/1955 by and between Fred G. Shelfer and his wife, Betty Lou B. Shelfer, and Magnet Cove Barium Corporation, a Arkansas corporation, recorded on 12/02/1955 in Deed Book 113, Page 457; Assignment from Nellie P. Jowers, widow of Melvin L. Jowers to W. T. Hiers and his wife, Zelda S. Hiers, dated 07/06/1960 and recorded 07/01/1961 in Deed Book 36, Page 313; Partial Release of Mining Lease, dated 10/22/1975 and recorded in Deed Book 198, Page 469.

9. Easement in favor of W. T. Hiers, Jr. and his wife, Margarette Hiers, set forth in instrument recorded on 11/20/1975 in Deed Book 199, Page 438.

END OF EXCEPTIONS
(END OF SCHEDULE B - SECTION II)

EXHIBIT "A"
Legal Description

An interest in land, said interest being over a portion of the following described parent parcel:

A parcel of land lying in the Northwest one quarter of Section 21, Township 3 North, Range 2 West, Gadsden County, Florida more particularly described by metes and bounds as follows:
BEGIN at an iron pipe (3 inch - no ID) marking the Southeast corner of the Southwest one quarter of the Northwest one quarter of said Section 21, also the Southwest corner of the Southeast one quarter of the Northwest one quarter, and run;
Thence West (Bearing Base) along the Southern boundary of said Northwest one quarter a distance of 822.96 feet to an iron pipe (3 inch - no ID) marking the Southeast corner of lands as described in Official Record Book 161, Page 482 of the Public Records of said county;
Thence North 28 degrees 13 minutes 00 seconds East along the Eastern boundary of said lands a distance of 381.80 feet to a re-bar (PSM3031);
Thence North 71 degrees 51 minutes 59 seconds East 1633.12 feet to a concrete monument (D.O.T. - 6 inch by 6 inch) on the Southwesterly right of way boundary of Salem Road (County Road No. 159-85 foot right of way);
Thence South 65 degrees 22 minutes 01 second East along said Southwesterly right of way boundary a distance of 388.86 feet to a concrete monument (D.O.T.) marking a point of curve to the right;
Thence Southeasterly along said Southwesterly right of way boundary and said curve with a radius of 920.37 feet through a central angle of 04 degrees 47 minutes 39 seconds for an arc distance of 77.01 feet (the chord of said arc being South 62 degrees 58 minutes 12 seconds East 76.99 feet) to a concrete monument (RLS3208) marking the Northwest corner of lands as described in Official Record Book 479, Pages 1637-39 of said Public Records;
Thence Southerly along the Western boundaries of said lands (Official Record Book 479, Pages 1637-39) as follows:
Thence South 29 degrees 28 minutes 40 seconds West 515.02 feet to a concrete monument (RLS3208);
Thence South 61 degrees 03 minutes 56 seconds West 122.27 feet to a concrete monument (RLS3208);
Thence South 13 degrees 33 minutes 52 seconds East 144.20 feet to a concrete monument (RLS3208) marking the Southwest corner of said lands;
Thence leaving said Western boundaries run West 100.00 feet to a re-bar (PSM3031) in base of a tree, marking the Southeast corner of lands as described in Official Record Book 313, Page 1579 of said Public Records;
Thence along the boundaries of said lands as follows:
Thence North 13 degrees 33 minutes 52 seconds West 506.98 feet to a concrete monument (RLS3208);
Thence North 61 degrees 48 minutes 11 seconds West 230.75 feet to a concrete monument (RLS3208);
Thence South 79 degrees 02 minutes 43 seconds West 543.34 feet to a concrete monument (RLS3208);
Thence South 42 degrees 10 minutes 07 seconds West 255.71 feet to a concrete monument (RLS3208);
Thence South 43 degrees 55 minutes 53 seconds East 182.03 feet to a concrete monument (RLS3208);
Thence South 29 degrees 34 minutes 28 seconds East 204.66 feet to a concrete monument (RLS3208) on said Southern boundary;
Thence leaving said lands run West along said Southern boundary a distance of 104.95 feet to the POINT OF BEGINNING.

Containing 15.52 acres, more or less.

AND BEING the same property conveyed to W. T. Hiers and his wife, Zelda S. Hiers from Nellie F. Jowers, widow of Melvin L. Jowers by Indenture dated July 06, 1960 and recorded July 01, 1961 in Deed Book 36, Page 311; AND FURTHER CONVEYED to W. T. Hiers from Zelda S. Hiers by Quit-Claim Deed dated August 15, 1973 and recorded August 15, 1973 in Deed Book 163, Page 284; AND FURTHER CONVEYED to W. T. Hiers and his wife, Zelda Hiers from W. T. Hiers by Quit Claim Deed dated September 17, 1985 and recorded October 04, 1985 in Deed Book 322, Page 585; The said William Turner Hiers, Sr., having departed this earth on or about December 07, 1987, leaving Zelda Heirs his surviving joint tenant by the entirety; AND FURTHER CONVEYED to W. Turner Hiers, Jr., Thema Hiers Harrison and Yvonne Hiers Childs by the Last Will and Testament of Zelda Hiers recorded on December 14, 2009 in Deed Book 724, Page 455; AND FURTHER CONVEYED to W. Turner Hiers, Jr. from W. Turner Hiers, Jr., Thelma Hiers Harrison and Yvonne Hiers Childs by Warranty Deed dated October 13, 2010 and recorded October 13, 2010 in Deed Book 737, Page 1312; Correction Deed dated December 05, 2011 and recorded December 05, 2011 in Deed Book 754, Page 1514.

Tax Parcel No. 2-21-3N-2W-0000-00230-0000

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

ADDITIONAL INFORMATION

THIS INFORMATION IS PROVIDED AS A CONVENIENCE AND COURTESY AND IS NOT CONSIDERED TO BE PART OF THE TITLE PRODUCT.

The following real estate tax information deemed reliable and is provided for informational purposes only.

Real Estate Tax Type:	County
Taxes are Paid:	Annual
Due Date(s):	March 31 (See Note)
Tax Authority Name:	Gadsden County Tax Collector
Phone:	850-627-7255

Additional notes regarding taxes, documents and/or special recordation requirements:

- Taxes due November 1st, delinquent after March 1st

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Revised May 1, 2018

Copyright © 2018. Fidelity National Financial, Inc. All Rights Reserved.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure ;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

Revised May 1, 2018

Copyright © 2018. Fidelity National Financial, Inc. All Rights Reserved.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Revised May 1, 2018

Copyright © 2018. Fidelity National Financial, Inc. All Rights Reserved.

Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: _____

President

Attest: _____

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by. **FIDELITY NATIONAL TITLE INSURANCE COMPANY**
This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Fidelity National Title Insurance Company

Commitment No.: 28699922

COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I-Requirements; and
   (f) Schedule B, Part II-Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I-Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

FNF file No: 28699922
Customer Reference: FL1774 Havana North

AFFIDAVIT OF NOTARY

I, _____ (please print name as commissioned), the undersigned Notary Public, do hereby affirm and attest to Fidelity National Title Insurance Company one of the following (please check one) is an accurate statement:

☐ I am a Bancserv notary (and by checking this box I certify I was assigned by Bancserv for this notary service); or

☐ I am an FNF-approved notary on the FNTG Field Compliance Approved Third Party list; or

☐ I am a licensed attorney or a notary working under the supervision of a licensed attorney. Insert lawyer or law firm:

_____; or

☐ I am a notary working in a bank or credit union (this option is only applicable for notaries at banks {FDIC insured} and credit unions {NCUA insured} and is not applicable for notaries at mortgage companies or mortgage brokers).

Bank or credit union name: _____

Bank/credit union employee title: _____

Branch name or street address: _____

Telephone number of bank or credit union: _____

_____ _____
Date Notary Public signature

(_____)_____
Telephone contact

_____
Notary # or Seal for identification purposes

Fidelity National Title Insurance Company

OWNER'S AFFIDAVIT AND AGREEMENT

Commitment Number 28699922

State of Florida
County of Gadsden

W. Turner Hiers, Jr.
("Owner"), being the individual owner(s) who are signing below, or the entity in ownership, which is represented by the individual(s) signing below; who, being duly sworn according to the law, deposes and says as follows (as the "Affiant"):

1. That Affiant, as individual owner, has personal knowledge of the facts sworn to this affidavit; or, that Affiant, as entity representative, either has personal knowledge of the facts sworn to this affidavit, or has made statements based on diligent inquiry of the entity personnel and agents and on a diligent review of the entity records, and the statements are made on behalf of the entity and said Affiant is fully authorized to make this affidavit.

2. That Owner is the owner of the premises described in the Commitment(s) listed above ("the Property") and shown in Exhibit A. Ownership shall mean that interest held by the Owner in the Property, whether a fee, leasehold or easement estate, and all statements below are in reference to said interest in said Property.

3. That there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the Property within 90 days (herein after referred to as "Mechanics' Lien Filing Period") prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the Property during such Mechanics' Lien Filing Period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to the Owner(s); the Owner(s) have paid in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connection with constructions, repairs, or improvements on the Property during such Mechanics' Lien Filing Period, except as shown on exhibit attached hereto.
NONE, unless specified on attached exhibit {checked box indicates an attached exhibit ☐}

4. That there are no unrecorded tenancies, leases or other occupancies on the Property except as listed below, and that if any such unrecorded leases, tenancies or other occupancies are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions except as shown on exhibit attached hereto.
NONE, unless specified on attached exhibit {checked box indicates an attached exhibit ☐}

5. That no other person has possession or any right to possession of the Property or any interest therein, including oil, gas or other minerals, other than those shown in Commitment 28699922.

6. I represent to Fidelity National Title Insurance Company that the Property is now free and clear of all delinquent taxes, liens, mortgages/deeds of trust/deeds to secure debt, judgments, decrees, or other encumbrances; that there are no unemployment compensation, federal social security, alcoholic beverage law or other delinquent state or federal taxes due and owing from the company; that there are no unpaid or delinquent real estate taxes or assessments or unpaid or delinquent water or sewer service charges against said premises; and that there are no unpaid or delinquent homeowner/condominium association dues (if applicable); EXCEPT THAT the matters specifically identified in the Commitment and those, if any, listed on exhibit attached hereto.
NONE, unless specified on attached exhibit {checked box indicates an attached exhibit ☐}

7. That there are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this affidavit is given.

8. That no proceedings in bankruptcy has ever been instituted by or against the Owner (and if a partnership, against the general partner(s) thereof), nor has the Owner ever made an assignment for the benefit of creditors.

9. That there is no action or proceeding relating to the Property in any state or federal court in the United States nor any state or federal judgment or any federal lien of any kind or nature whatsoever which now constitutes a lien or charge upon the Property.

10. That there are no delinquent state, county, city, school district, water district, or other governmental agency taxes
a. due or owing against said Property and that

Fidelity National Title Insurance Company

OWNER'S AFFIDAVIT AND AGREEMENT

Commitment Number 28699922

b. no tax suit has been filed by any state, county, city, school district, water district, or other governmental agency for taxes levied against the Property.

11. That there has been no notice nor does Affiant have any knowledge of any
a. recent or future planned improvements (such as street paving, sidewalks, street lights, etc.) that would result in a special assessment against the Property
b. any proceeding which could result in an increase tax or assessment liability against the Property.

12. That all management fees, if any, are fully paid, except as shown on exhibit attached hereto.
NONE, unless specified on attached exhibit {checked box indicates an attached exhibit ☐ }

Owner, recognizing that funding may occur prior to the Deed, Lease, MOL, Easement, Mortgage, Deed to Secure Debt, Deed of Trust, or any Assignment being officially filed for record in the appropriate Clerk's Office, represents that there will be no further encumbrances or change of title pending the issuance of the title insurance policy which this affidavit is made to support and agrees that in consideration of Fidelity National Title Insurance Company (hereinafter "Company") issuing a policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date of the documents creating the interest being insured are filed for record, which matters may constitute an encumbrance on or affect the title (the "GAP"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said Property during the GAP. Owner further agrees to hold harmless and indemnify Company against all losses, expenses, costs and fees, including, but not limited to, attorney fees, which may arise out of Owner's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. This Affidavit is given to induce Company to issue its policy or policies of title insurance with full knowledge that the Company will rely upon the accuracy of same. The Owner does hereby indemnify and hold Company harmless of and from any and all loss, cost, damage, and expense of every kind, including attorney's fees, which Company shall suffer or incur or become liable under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the foregoing statements or in connection with its enforcement of its rights under this Agreement.

DATED: _____

W. Turner Hiers, Jr.

By: _____

By: _____

State of _____ ,

County/City of_____,

Subscribed, sworn to and acknowledged before me this _____ day of _____, 20_____,

By:

_____

Notary Public

#10

qPublic.net™ Gadsden County, FL

Parcel Summary

Parcel ID	2-21-3N-2W-0000-00230-0000
Location	84 TRIPLE H LN
Address	HAVANA 32333
Brief Tax Description*	OR 754 P 1514 OR 724 P 684 OR 36, P. 311 OR 737 P 1312 OR 692 P 521 NEW DESCRIPTION FOR 2012 PER CORRECTION DEED RECORDED IN OR 754 P 1514 AND DESC'D AS: A PARCEL OF LAND LYING IN THE NW1/4 OF SECTION 21-3N-2W, MORE PARTICULARLY DESC'D BY METES AND BOUNDS AS FOLLOWS: BEGIN AT AN IRON PIPE MARKING THE SEC OF SW1/4 OF NW1/4 OF SECTION 21, ALSO THE SWC OF SE1/4 OF NW1/4 AND RUN; THENCE WEST ALONG THE SOUTHERN BOUNDARY OF NW1/4 A DISTANCE OF 822.96 FT TO AN IRON PIPE MARKING THE SEC OF LANDS AS DESCRIBED IN OR 161 P 482; NORTH 28*13''00" E 381.80 FT; NORTH 71*51'59" E 1633.12 FT TO CONC MONUMENT ON S/LY R/W SALEM RD (CR 159 AN 85 FT R/W) SOUTH 65*22'01" EAST ALONG SW/LY R/W BOUNDARY A DISTANCE OF 388.86 FT TO A POINT OF CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG CURVE WITH RADIUS OF 920.37 FT THROUGH A CENTRAL ANGLE OF 04*47'39" FOR AN ARC DISTANCE OF 77.01 FT (THE CHORD OF SAID ARC BEING NORTH 62*58'12" WEST 76.99 FT) TO A CONCRETE MONUMENT; MARKING THE NWC OF LANDS AS DESC'D IN OR 479 P 1637-39; THENCE S/LY ALONG THE WESTERN BOUNDARIES OF SAID LANDS (OR 479 P 1637-39) AS FOLLOWS: SOUTH 29*28'40" W 515.02 FT; SOUTH 61*03'56" W 122.27 FT; SOUTH 13*33'52" E 144.20 FT TO THE SWC OF SAID LANDS; LEAVING WESTERN BOUNDARIES RUN WEST 100 FT TO A REBAR IN BASE OF OF A TREE, MARKING THE SEC OF LANDS AS DESC'D IN OR 313 P 1579; THENCE ALONG THE BOUNDARIES OF SAID LANDS AS FOLLOWS: NORTH 13*33'52" W 506.98 FT; NORTH 61*48'11" W 230.75 FT; SOUTH 79*02'43" W 543.34 FT; SOUTH 42*10'07" W 255.71 FT; SOUTH 43*55'53" E 182.03 FT; SOUTH 29*34'28" E 204.66 FT; THENCE LEAVING SAID LANDS RUN WEST ALONG SAID SOUTHERN BOUNDARY A DIST OF 104.95 FT TO THE POINT OF BEGINNING. (CONTAINING 15.52 AC) *The Description above is not to be used on legal documents.
Property Use Code	TIMBER III (005600)
Sec/Twp/Rng	21-3N-2W
Tax District	GADSDEN COUNTY (District 7)
Millage Rate	15.4102
Acreage	15.520
Homestead	N

View Map

Owner Information

Primary Owner
Hiers W Turner Jr
92 Triple H Lane
Havana, FL 32333

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
104100	RESIDENTIAL	1.00	AC	0	0
199999	RES MKT1 LTD USE	5.65	AC	0	0
601015	ORANGE P1	2.00	AC	0	0
560029	PL LUCY	6.87	AC	0	0
009911	MKT.VAL.AG MKT 1	8.87	AC	0	0

Buildings

Building 1

Type	M/H 77-92
Total Area	1,510
Heated Area	1,152
Exterior Walls	VINYL; .
Roof Cover	ASPH SHNGL
Interior Walls	WALL BD/WD; .
Frame Type	N/A
Floor Cover	CARPET; .
Heat	CENTRAL
Air Conditioning	CENTRAL
Bathrooms	2
Bedrooms	3
Stories	1
Actual Year Built	1988
Effective Year Built	1988

#10

Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
0293	SHED, METAL	1	0 x 0 x 0	1	UT	1986
0293	SHED, METAL	1	0 x 0 x 0	1	UT	1999
0293	SHED, METAL	1	0 x 0 x 0	1	UT	2004
0070	CARPORT UNFINISHED	1	0 x 0 x 0	1	UT	2004

Sales

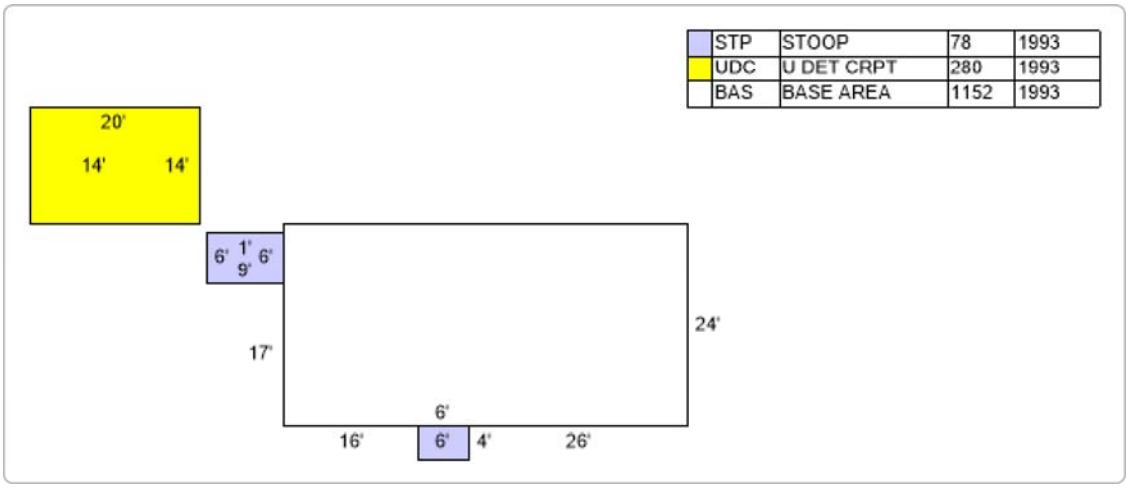
Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	12/05/2011	$100	CD	754	1514	Unqualified (U)	Improved	W TURNER HIERS JR ETAL	W TURNER HIERS JR
N	12/08/2009	$0	OD	724	684	Unqualified (U)	Improved	ESTATE OF ZELDA S HIERS	HIERS W TURNER JR ET AL

Valuation

	2018	2017	2016	2015
Building Value	$7,638	$7,638	$7,638	$7,638
Extra Features Value	$2,500	$2,500	$2,500	$2,500
Land Value	$5,254	$5,000	$5,000	$5,000
Land Agricultural Value	$1,593	$2,751	$2,751	$2,751
Agricultural (Market) Value	$26,613	$43,560	$43,560	$50,820
Just (Market) Value	**$15,392**	**$15,138**	**$15,138**	**$15,138**
Assessed Value	$16,985	$17,889	$17,889	$17,889
Exempt Value	$0	$0	$0	$0
Taxable Value	$16,985	$17,889	$17,889	$17,889
Save Our Homes or AGL Amount	$0	$0	$0	$0

"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.

Sketches



No data available for the following modules: Commercial Buildings, Photos.

The Property Appraiser 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 assesment information is from the last certified tax roll. All other data is subject to change.

Developed by

Last Data Upload: 3/6/2019 8:06:16 PM

Version 2.2.3

#10

Gadsden County Tax Collector

generated on 3/7/2019 3:28:55 PM EST

Tax Record

Last Update: 3/7/2019 3:28:51 PM EST

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
2213N2W0000002300000	**REAL ESTATE**	**2018**

Mailing Address
HIERS W TURNER JR
92 TRIPLE H LANE
HAVANA FL 32333

Property Address
84 TRIPLE H LN HAVANA

Folio Number
102925

Exempt Amount	Taxable Value
See Below	**See Below**

Exemption Detail
NO EXEMPTIONS

Millage Code
007

Escrow Code

Legal Description
84 TRIPLE H LN HAVANA 21-3N-2W 5600/15.52 Acres OR 754 P 1514 OR 724 P 684 OR 36, P. 311 OR 737 P 1312 OR 692 P 521 NEW DESCRIPTION FOR 2012 PER CORRECTION DEED RECORDED IN OR 754 P 1514 AND DESC'D AS: A PARCEL OF LAND LYING IN THE See Tax Roll For Extra Legal

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
GADSDEN CO BOARD OF CO COMM	8.9064	16,985	0	$16,985	$151.28
SCHOOL-REQUIRED LOCAL EFFORT	4.2220	16,985	0	$16,985	$71.71
SCHOOL-DISCRETIONARY	2.2480	16,985	0	$16,985	$38.18
NW FLORIDA WATER MGT DIST	0.0338	16,985	0	$16,985	$0.57
Total Millage	15.4102	**Total Taxes**			$261.74

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
	Total Assessments	$0.00

Taxes & Assessments	$261.74

If Paid By	Amount Due
	$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/27/2018	PAYMENT	3503755.0002	2018	$251.27

#10

Prior Year Taxes Due
NO DELINQUENT TAXES

#10

Gadsden County Tax Collector

generated on 3/7/2019 3:29:32 PM EST

Tax Record

Last Update: 3/4/2019 8:00:04 PM ET

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
2213N2W0000002300000	REAL ESTATE	2018

Payment History

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2018	102925	11/27/2018	3503755	$261.74	$251.27
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS W T			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2017	102916	11/7/2017	3604055	$276.90	$265.82
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS W T JR & MARGARETTE D			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2016	102918	11/21/2016	3503620	$281.25	$270.00
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS W T JR & MARGARETTE D			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2015	102915	11/18/2015	3202973	$286.32	$274.87
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS W T JR & MARGARETTE D			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2014	102910	11/20/2014	3602754	$387.28	$371.79
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS W T JR & MARGARETTE D			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2013	106002	11/25/2013	3403293	$392.35	$376.66
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS W T / MARGARETTE			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2012	102916	11/27/2012	3403302	$391.53	$375.87
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS W T JR & MARGARETTE D			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2011	102913	11/28/2011	3501859	$489.51	$469.93
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS W T JR & MARGARETTE D			

#10

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2010	102919	11/8/2010	3300691	$579.91	$556.71
	Owner Name	HIERS W TURNER JR			
	Paid By	W T HIERS			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2009	102912	11/23/2009	3501034	$113.04	$108.52
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS ZELDA S & TURNER			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2008	102906	11/21/2008	3300659	$108.03	$103.71
	Owner Name	HIERS W TURNER JR			
	Paid By	W T HIERS			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2007	102890	11/27/2007	3401003	$94.71	$90.92
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS ZELDA S. MRS.			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2006	102876	11/28/2006	3501673	$84.92	$81.52
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS ZELDA S. MRS.			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2005	102863	12/5/2005	3701485	$68.30	$66.25
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS ZELDA S			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2004	102830	11/29/2004	3400953	$29.63	$28.44
	Owner Name	HIERS W TURNER JR			
	Paid By	ZELDA S. HIERS			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2003	102809	12/16/2003	3502095	$22.49	$21.82
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS ZELDA S			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2002	102778	11/25/2002	3401114	$16.27	$15.62
	Owner Name	HIERS W TURNER JR			
	Paid By	ZELDA S. HIERS			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
2001	102762	11/19/2001	3400814	$10.08	$9.68
	Owner Name	HIERS W TURNER JR			
	Paid By	ZELDA S. HIERS			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1997	102597	11/26/1997	5000920	$40.45	$38.83
	Owner Name	HIERS W TURNER JR			

#10

	Paid By	HIERS ZELDA S

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1996	102585	12/31/1996	6003032	$41.47	$40.23
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS ZELDA S. MRS.			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1995	102562	11/20/1995	6001035	$34.17	$32.80
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS ZELDA			

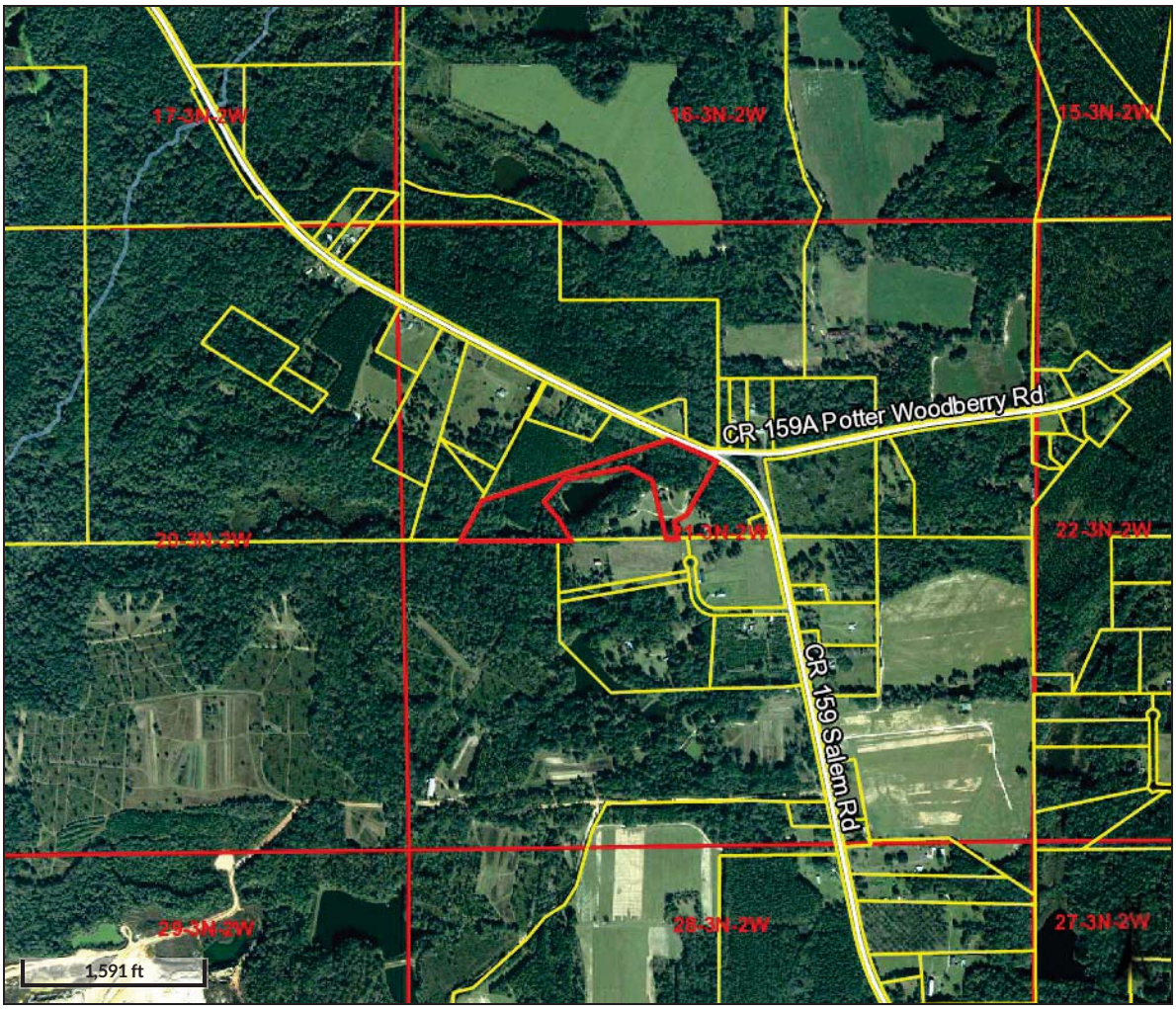
Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1994	102534	11/29/1994	5001177	$64.35	$61.78
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS ZELDA S. MRS.			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1993	102487	11/29/1993	3005864	$50.09	$48.09
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS ZELDA			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1992	102521	1/22/1993	4011996	$45.21	$44.31
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS ZELDA S			

Year	Folio	Date Paid	Receipt	Amount Billed	Amount Paid
1991	102500	11/26/1991	4001589	$1.99	$1.91
	Owner Name	HIERS W TURNER JR			
	Paid By	HIERS ZELDA S. MRS.			

qPublic.net™ Gadsden County, FL



Overview

Legend

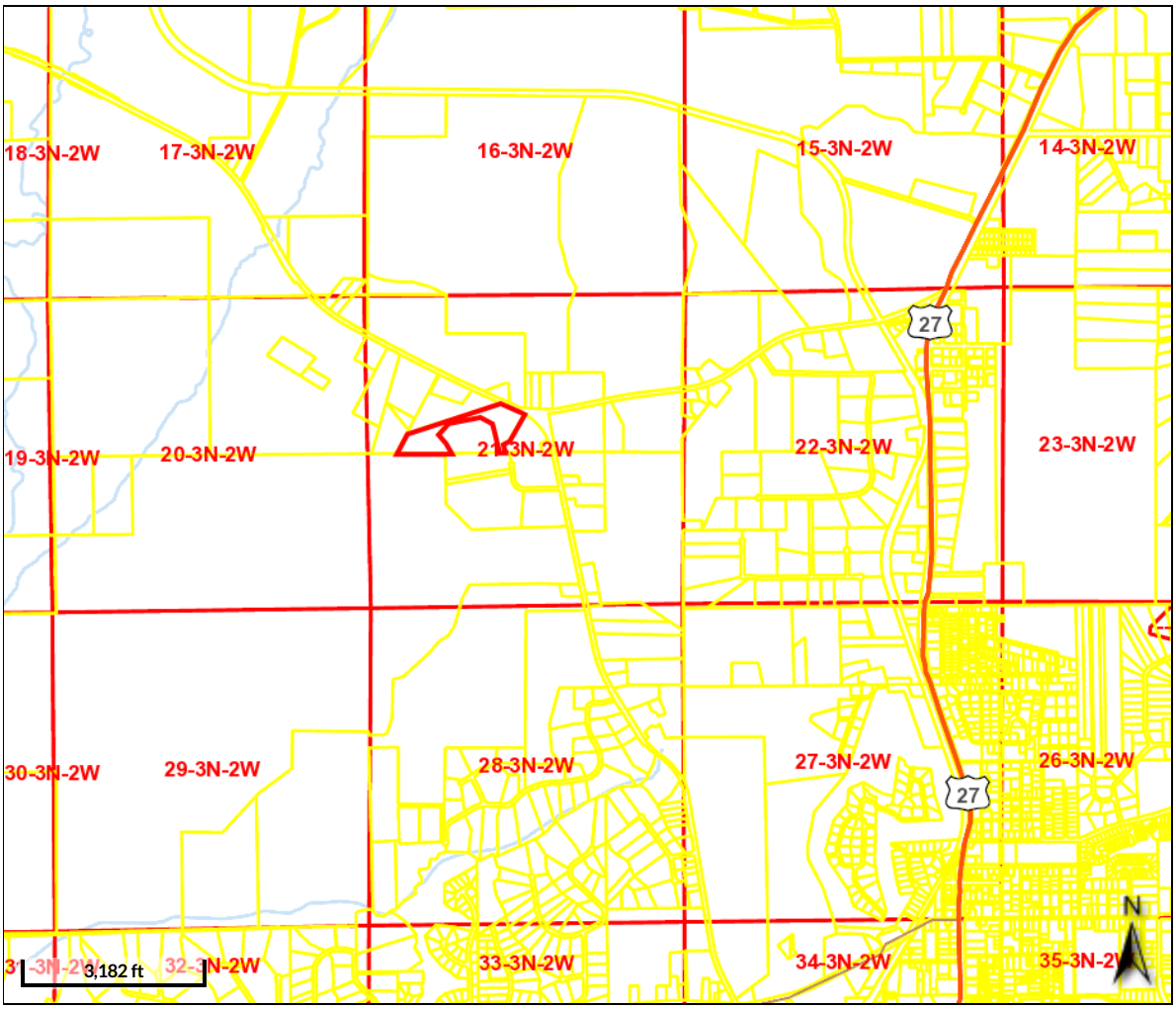
- Parcels
- Roads (Local)
- Roads (Major)
- Sec-Twn-Rng
- Streams and River (Large)

Parcel ID	2-21-3N-2W-0000-00230-0000	**Alternate ID**	2N3W2210000002300000	**Owner Address**	HIERS W TURNER JR 92 TRIPLE H LANE HAVANA, FL 32333
Sec/Twp/Rng	21-3N-2W	**Class**	TIMBER III		
Property Address	84 TRIPLE H LN HAVANA	**Acreage**	15.52		
District	7				
Brief Tax Description	OR 754 P 1514 (Note: Not to be used on legal documents)				

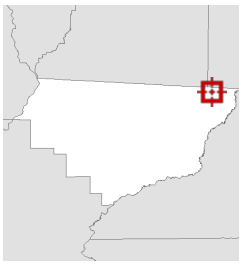
Date created: 3/7/2019
Last Data Uploaded: 3/6/2019 8:06:16 PM

Developed by Schneider GEOSPATIAL

qPublic.net™ Gadsden County, FL



Overview



Legend

- Parcels
- Roads (Local)
- Roads (Major)
- Sec-Twn-Rng
- Streams and River (Large)

Parcel ID	2-21-3N-2W-0000-00230-0000	**Alternate ID**	2N3W2210000002300000	**Owner Address**	HIERS W TURNER JR
Sec/Twp/Rng	21-3N-2W	**Class**	TIMBER III		92 TRIPLE H LANE
Property Address	84 TRIPLE H LN	**Acreage**	15.52		HAVANA, FL 32333
	HAVANA				
District	7				
Brief Tax Description	OR 754 P 1514				
	(Note: Not to be used on legal documents)				

Date created: 3/7/2019
Last Data Uploaded: 3/6/2019 8:06:16 PM

Developed by Schneider GEOSPATIAL

6. Site Plans including Boundary Survey and Legal Description

TARPON TOWERS

HAVANA NORTH / FL 1774
250' SELF SUPPORT TOWER
ZONING DRAWINGS

SITE INFORMATION

SITE NAME:	HAVANA NORTH
SITE NUMBER:	FL 1774
PARENT PARCEL ADDRESS:	84 TRIPLE H LANE HAVANA, FL 32333
PROPERTY OWNER:	W. TURNER HIERS, JR.
APPLICANT:	TARPON TOWERS
PARCEL NUMBER:	2-21-3N-2W-0000-00230-0000
ACREAGE OF PARENT PARCEL:	PARCEL ACREAGE 15.52± AC
ACREAGE OF PROPOSED LEASE AREA:	0.11 AC (4,800 SF)
PARCEL'S ZONING DISTRICT:	AGRICULTURAL- 2
PARCEL'S FUTURE LAND USE:	AGRICULTURAL- 2
SITE TYPE:	RAWLAND
COUNTY:	GADSDEN
JURISDICTION:	GADSDEN COUNTY
SITE COORDINATES:	N 30° 38' 49.48" (LAT) W 84° 26' 21.45" (LON)
STRUCTURE TYPE:	SELF SUPPORT TOWER
TOWER HEIGHT:	250' AGL
STRUCTURE HEIGHT:	260' AGL

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION; THEREFORE, THERE IS NO HANDICAP ACCESS REQUIRED.

THE PROPOSED FACILITY IS NOT INTENDED FOR PERMANENT EMPLOYEE OCCUPANCY; THEREFORE, ADDITIONAL SITE PARKING IS NOT REQUIRED.

OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION BY TECHNICIANS APPROXIMATELY ONCE A MONTH.

DOES NOT REQUIRE POTABLE WATER, SEPTIC TANKS OR SANITARY SERVICE.

NO EXISTING FIRE HYDRANTS OR WATER LINES ARE IN THE VICINITY OF THE PROPOSED TOWER.

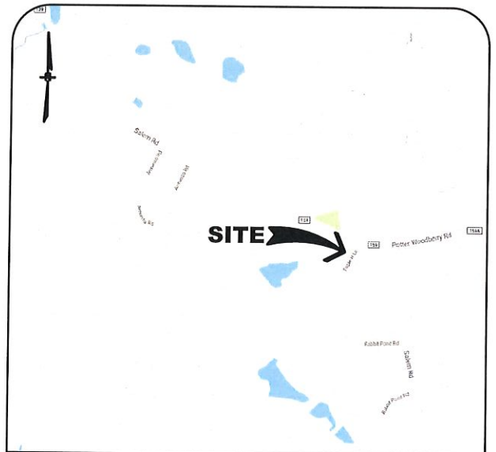
PROJECT SCOPE OF WORK:

THIS PROJECT CONSISTS OF A 250' SELF SUPPORT TOWER WITH FOUNDATION, FENCING, EXISTING LANDSCAPING, AND FUTURE GROUND WORK.

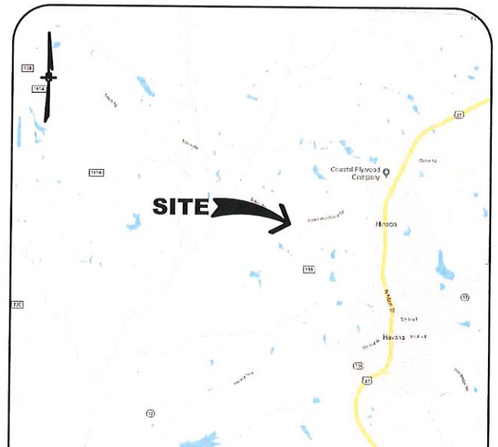
DIRECTIONS:

GET ON I-75 N FROM US-41 BUS N, S TAMIAMI TRAIL AND 97TH ST E/MOCCASIN WALLOW RD 11.1 ML / HEAD WEST TOWARD 14TH ST W / TURN LEFT ONTO 14TH ST W / TURN LEFT ONTO 3RD AVE W / TURN LEFT ONTO 9TH ST W / CONTINUE ONTO US-41 BUS N/8TH AVE W 3.5 ML / USE THE RIGHT 2 LANES TO TURN SLIGHTLY RIGHT ONTO US-41 N/S TAMIAMI TRAIL / TURN RIGHT ONTO 97TH ST E/MOCCASIN WALLOW RD / TURN LEFT TO MERGE ONTO I-75 N TOWARD TAMPA / MERGE ONTO I-75 N 205 ML / TAKE EXIT 435 TO MERGE ONTO I-10 W TOWARD TALLAHASSEE 97 ML / TUSE THE RIGHT 2 LANES TO TAKE EXIT 199 FOR US-27 TOWARD HAVANA/TALLAHASSEE/STATE CAPITOL / USE THE RIGHT 2 LANES TO TURN RIGHT ONTO US-27 N/N MONROE ST 12 ML / TURN LEFT ONTO FL-159 N / TURN LEFT ONTO FL-12 W/9TH AVE W / TURN RIGHT ONTO SALEM RD

THE CONTRACTOR MUST VERIFY ALL FIELD MEASUREMENTS AND CONDITIONS PRIOR TO BID AND TO COMMENCEMENT OF CONSTRUCTION.



KEY MAP



AREA MAP

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
T-1	TITLE SHEET
SV-1	SURVEY (BY OTHERS)
SV-2	SURVEY (BY OTHERS)
SV-3	SURVEY (BY OTHERS)
SV-4	SURVEY (BY OTHERS)
Z-1	AERIAL SITE PLAN
Z-1.1	RESIDENTIAL SETBACK PLAN
Z-2	PARCEL SITE PLAN
Z-3	SETBACK PLAN
Z-4	OVERALL SITE PLAN
Z-5	ENLARGED SITE PLAN AND TOWER ELEVATION
Z-6	FENCE AND SIGN DETAILS

BUILDING CODES AND STANDARDS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

BUILDING/DWELLING CODE:	2017 FBC
STRUCTURAL CODE:	2017 FBC
PLUMBING CODE:	2017 FBC
MECHANICAL CODE:	2017 FBC
ELECTRIC CODE:	NFPA 70
FIRE/LIFE SAFETY CODE:	FLORIDA FIRE PROTECTION CODE
DESIGN WIND SPEED:	117 MPH
RISK CATEGORY:	II
EXPOSURE CATEGORY;	C

RISK CATEGORY DESIGN WIND SPEEDS ARE BASED ON ASCE 7-10 CRITERIA FOR A 3-SECOND GUST. REFER TO STRUCTURAL ANALYSIS IN THE EVENT A CONFLICT ARISES BETWEEN STANDARD REQUIREMENTS AND LISTED CODES, THE MORE RESTRICTIVE REQUIREMENT WILL TAKE PRECEDENCE.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.cbyd.com

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	11/11/19	ADDED PARCEL SITE PLAN	NAP
B	10/09/19	REVISED PER COMMENTS	NAP
A	10/03/19	ISSUED FOR REVIEW	BFN

DRAWN BY: BFN
CHECKED BY: TWD

KHA PROJECT NUMBER: 148991025

ENGINEER SEAL:
RICHARD JOHNSON LICENSE No. 85387 STATE OF FLORIDA PROFESSIONAL ENGINEER
02/24/2020
RICHARD JOHNSON, PE
FL PROFESSIONAL ENGINEER LIC. # 85387
FL CERTIFICATE OF AUTHORIZATION # 00000696

PROJECT INFORMATION:
HAVANA NORTH
FL 1774
84 TRIPLE H LANE
HAVANA, FL 32333
GADSDEN COUNTY

SHEET TITLE: TITLE SHEET

SHEET NUMBER: T-1

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST
GADSDEN COUNTY, FLORIDA
FOR: FLORIDA TOWER PARTNERS

LEGEND

- ● INDICATES SET 1/2" REBAR WITH GEOLINE LB 7082 CAP
- INDICATES CONCRETE MONUMENT FOUND AS NOTED
- ○ INDICATES IRON PIN FOUND AS NOTED
- INDICATES WOOD UTILITY POLE
- INDICATES OVERHEAD POWER LINE
- (D) INDICATES RECORD DESCRIPTION DATA
- INDICATES ASPHALT
- INDICATES CONCRETE
- ⑩ INDICATES COMMITMENT FOR TITLE INSURANCE EXCEPTION NUMBER

NAVD'88 = NORTH AMERICAN VERTICAL DATUM, 1988 ADJUSTMENT.
NGVD'29 = NATIONAL GEODETIC VERTICAL DATUM, 1929 ADJUSTMENT.
NAD'83 = INDICATES NORTH AMERICAN DATUM, 1983 ADJUSTMENT.
NAD'27 = INDICATES NORTH AMERICAN DATUM, 1927 ADJUSTMENT.

N

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
SCALE FOR 24" X 36" SHEET: 1" = 100'
SCALE FOR 11" X 17" SHEET: 1" = 200'

CENTER OF PROPOSED TOWER INFORMATION:

NAD'83
LATITUDE = 30°38'49.48" N ±20'
LONGITUDE = 84°26'21.45" W ±20'

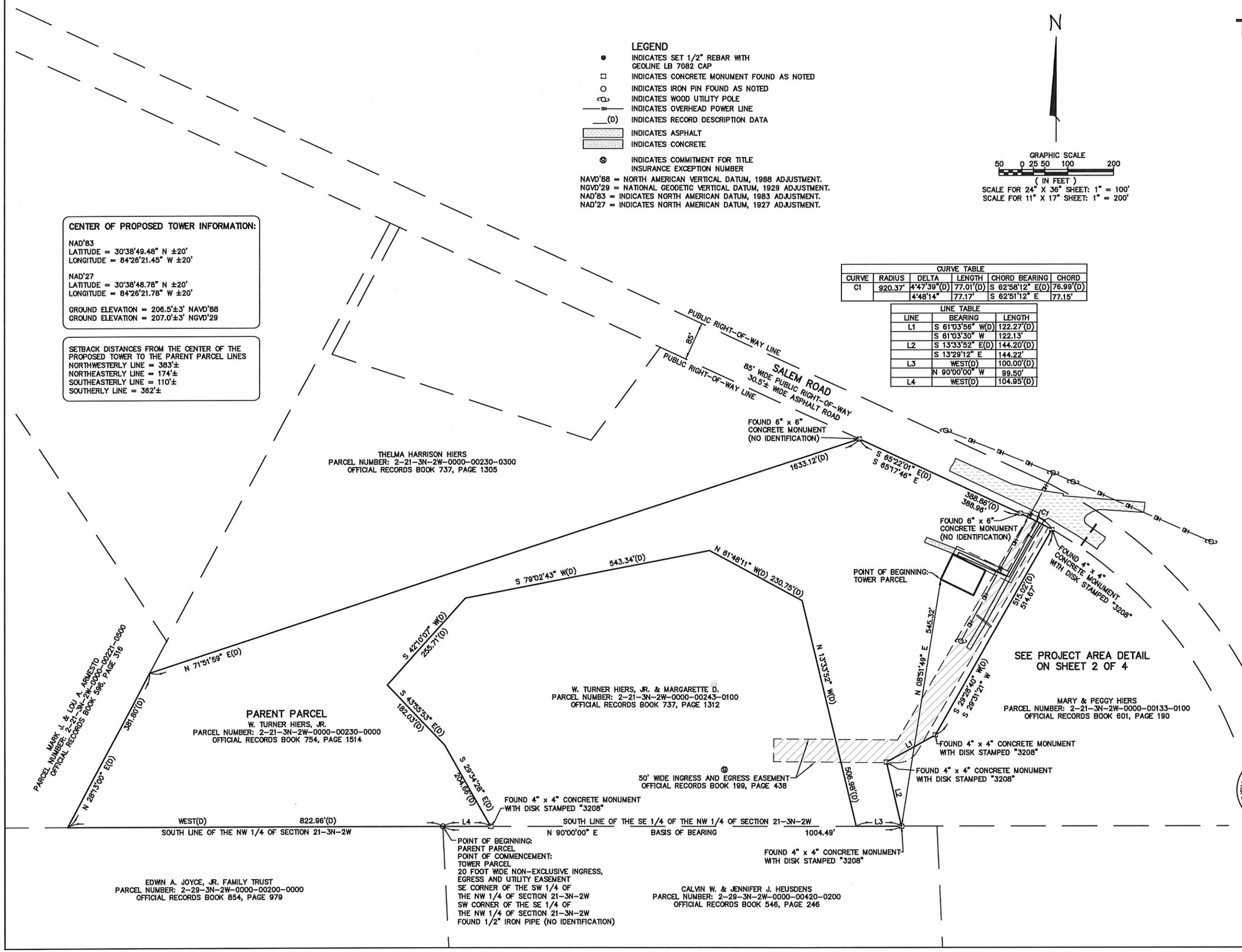
NAD'27
LATITUDE = 30°38'48.78" N ±20'
LONGITUDE = 84°26'21.78" W ±20'

GROUND ELEVATION = 206.5'±3' NAVD'88
GROUND ELEVATION = 207.0'±3' NGVD'29

SETBACK DISTANCES FROM THE CENTER OF THE PROPOSED TOWER TO THE PARENT PARCEL LINES
NORTHWESTERLY LINE = 383'±
NORTHEASTERLY LINE = 174'±
SOUTHEASTERLY LINE = 110'±
SOUTHERLY LINE = 362'±

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	920.37'	4°47'39"(D)	77.01'(D)	S 62°58'12" E(D)	76.99'(D)
		4°48'14"	77.17'	S 62°51'12" E	77.15'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 61°03'56" W(D)	122.27'(D)
	S 61°03'30" W	122.13'
L2	S 13°33'52" E(D)	144.20'(D)
	S 13°29'12" E	144.22'
L3	WEST(D)	100.00'(D)
	N 90°00'00" W	99.50'
L4	WEST(D)	104.95'(D)



SURVEYOR'S NOTES

1. BEARINGS HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF THE SE 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA.

2. UNDERGROUND UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED, ABOVEGROUND INDICATIONS SET BY OTHERS. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY THIS OFFICE.

3. THE BOUNDARY & TOPOGRAPHIC SURVEY AND DESCRIPTION SKETCH SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED JULY 16, 2019.

4. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5. THE PURPOSE OF THIS SURVEY IS TO ESTABLISH AND DESCRIBE A TOWER LEASE AREA AND ASSOCIATED EASEMENT. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.

6. LATITUDE, LONGITUDE AND ELEVATIONS DEPICTED HEREON ARE BASED UPON GPS OBSERVATIONS MADE WITH AN EGPS REAL TIME KINEMATIC GPS SYSTEM INCORPORATING A CHAMPION TKO GPS RECEIVER.

7. ELEVATIONS DEPICTED HEREON ARE REFERENCED TO THE NAVD'88 DATUM.

8. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THIS OFFICE HAS NOT PERFORMED A SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, ZONING, SETBACKS OR DEED RESTRICTIONS.

9. THE TOWER PARCEL AND THE ASSOCIATED NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT ARE LOCATED ENTIRELY WITHIN THE PARENT PARCEL.

10. THE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT RUNS FROM THE NORTHERLY SIDE OF THE SUBJECT TOWER PARCEL TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SALEM ROAD, A PUBLIC RIGHT-OF-WAY.

11. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.

12. THERE ARE NO VISIBLE ENCROACHMENTS ON THE TOWER LEASE AREA OR ASSOCIATED EASEMENT AT THE TIME OF THIS SURVEY.

13. PARENT PARCEL STREET ADDRESS:
84 TRIPLE H LANE, HAVANA, FL 32333

FLOOD NOTE

ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 120091 0114 C OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR GADSDEN COUNTY, FLORIDA, DATED 2/04/2009, THE SUBJECT PROPERTY IS IN FLOOD ZONE "X", "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

DAVID G. SHORT CERTIFICATE No.5022 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

GEOLINE SURVEYING, INC., LB 7082

8/07/2019

DAVID G. SHORT
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE OF REGISTRATION NO. 5022

GEOLINE SURVEYING, INC.
Professional Land Surveyors
13430 NW 104th Terrace, Suite A
Alachua, Florida 32615
(386)418-0500 Fax:(386)462-9986
geoline@geolineinc.com

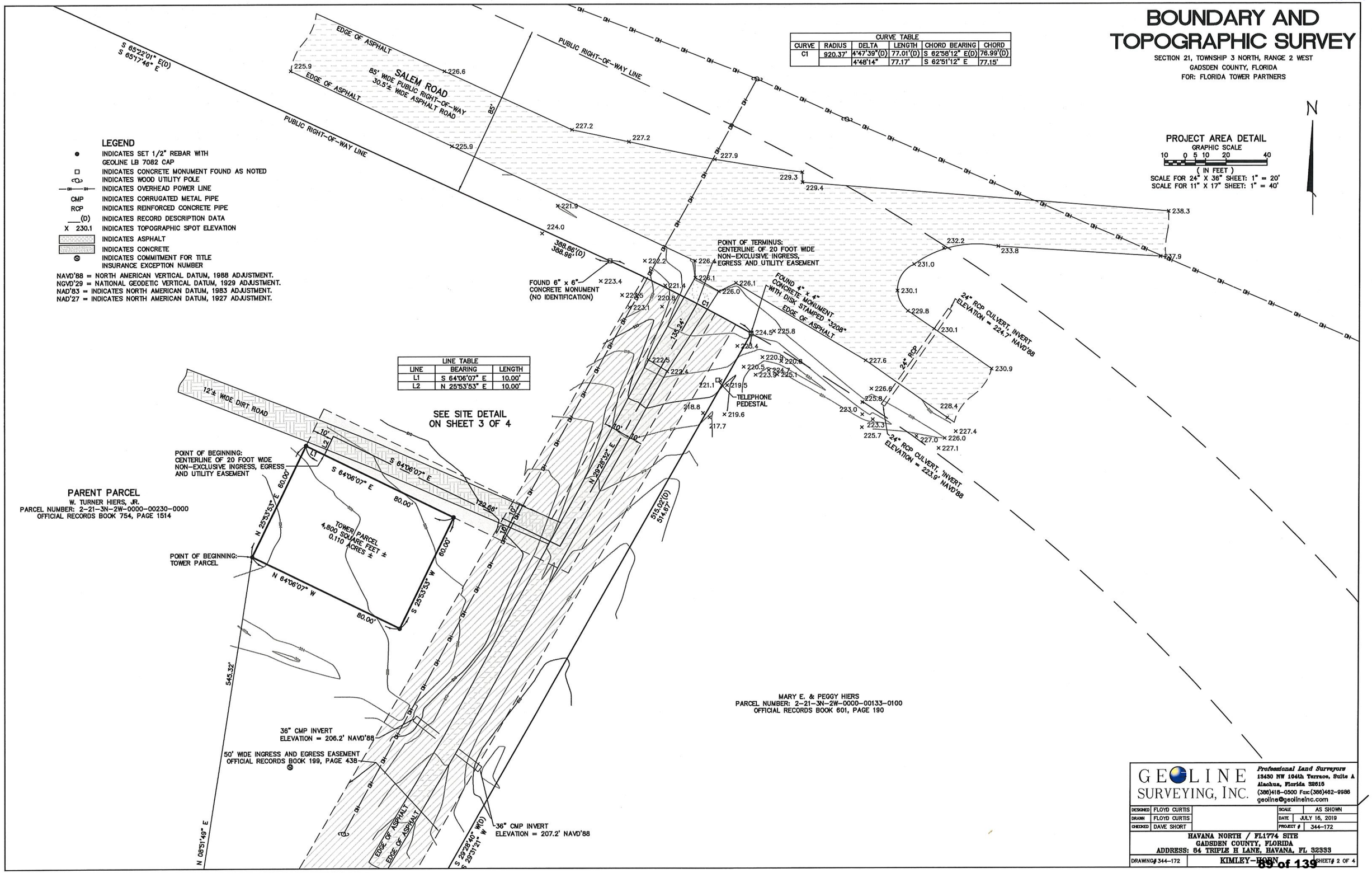
DESIGNED	FLOYD CURTIS	SCALE	AS SHOWN
DRAWN	FLOYD CURTIS	DATE	JULY 16, 2019
CHECKED	DAVE SHORT	PROJECT #	344-172

HAVANA NORTH / FL1774 SITE
GADSDEN COUNTY, FLORIDA
ADDRESS: 84 TRIPLE H LANE, HAVANA, FL 32333

DRAWING# 344-172 | KIMLEY-HORN | SHEET# 1 OF 4

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST
GADSDEN COUNTY, FLORIDA
FOR: FLORIDA TOWER PARTNERS



GEOLINE SURVEYING, INC.

Professional Land Surveyors
13450 NW 104th Terrace, Suite A
Alachua, Florida 32615
(386)418-0500 Fax:(386)462-9986
geoline@geolineinc.com

DESIGNED	FLOYD CURTIS	SCALE	AS SHOWN
DRAWN	FLOYD CURTIS	DATE	JULY 16, 2019
CHECKED	DAVE SHORT	PROJECT #	344-172

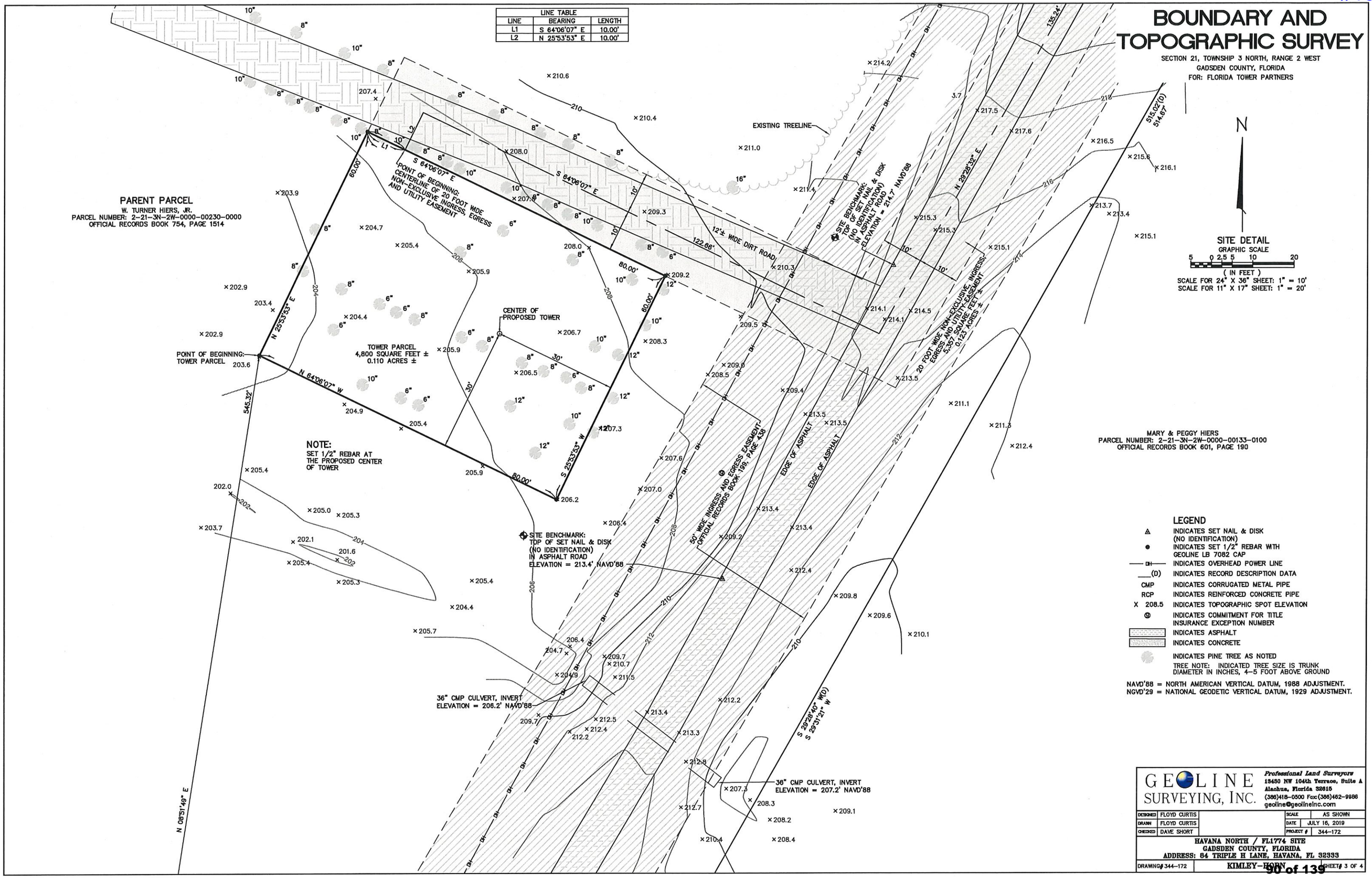
HAVANA NORTH / FL1774 SITE
GADSDEN COUNTY, FLORIDA
ADDRESS: 64 TRIPLE H LANE, HAVANA, FL 32333

DRAWING# 344-172 | KIMLEY-HORN | SHEET# 2 OF 4

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST
GADSDEN COUNTY, FLORIDA
FOR: FLORIDA TOWER PARTNERS

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 64°06'07" E	10.00'
L2	N 25°53'53" E	10.00'



GEOLINE SURVEYING, INC.
Professional Land Surveyors
13430 NW 104th Terrace, Suite A
Alachua, Florida 32615
(386)418-0500 Fax:(386)462-9986
geoline@geolineinc.com

DESIGNED	FLOYD CURTIS	SCALE	AS SHOWN
DRAWN	FLOYD CURTIS	DATE	JULY 16, 2019
CHECKED	DAVE SHORT	PROJECT #	344-172

HAVANA NORTH / FL1774 SITE
GADSDEN COUNTY, FLORIDA
ADDRESS: 84 TRIPLE H LANE, HAVANA, FL 32333

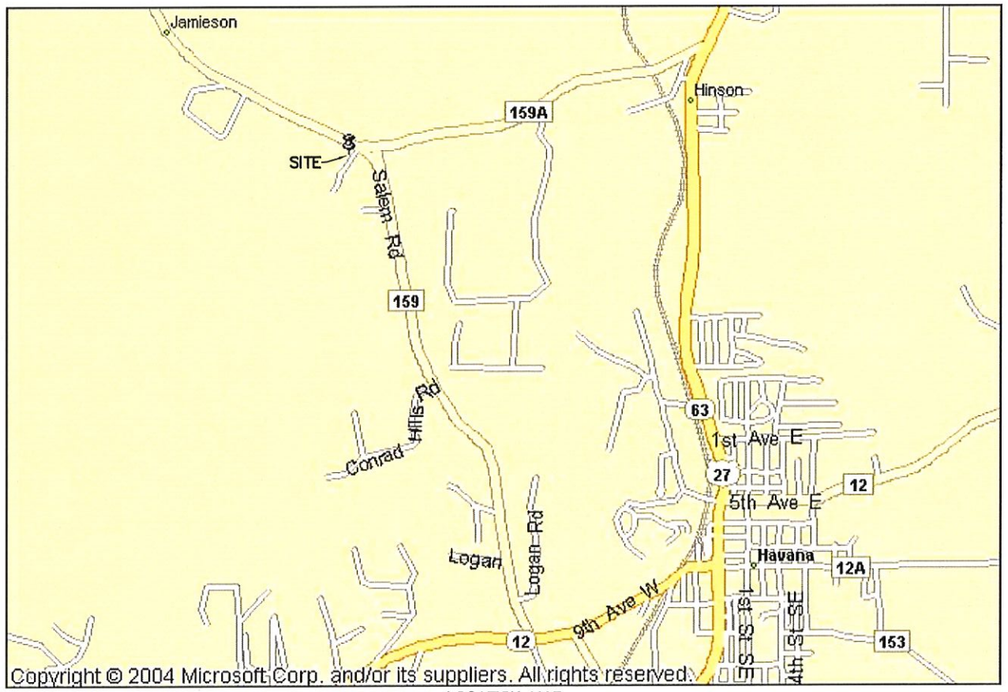
DRAWING# 344-172 | KIMLEY-HORN | SHEET# 3 OF 4

BOUNDARY AND TOPOGRAPHIC SURVEY

SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST
GADSDEN COUNTY, FLORIDA
FOR: FLORIDA TOWER PARTNERS

Copyright © 2004 Microsoft Corp. and/or its suppliers. All rights reserved.

VICINITY MAP
NOT TO SCALE



Copyright © 2004 Microsoft Corp. and/or its suppliers. All rights reserved.

LOCATION MAP
NOT TO SCALE

PROPERTY DESCRIPTIONS

PARENT PARCEL
(OFFICIAL RECORD BOOK 754 PAGE 1514)

A PARCEL OF LAND LYING IN THE NORTHWEST ONE QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN AT AN IRON PIPE (3 INCH – NO ID) MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 21, ALSO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER, AND RUN; THENCE WEST (BEARING BASE) ALONG THE SOUTHERN BOUNDARY OF SAID NORTHWEST ONE QUARTER A DISTANCE OF 822.96 FEET TO AN IRON PIPE (3 INCH – NO ID) MARKING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 161, PAGE 482 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 28 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE EASTERN BOUNDARY OF SAID LANDS A DISTANCE OF 381.80 FEET TO A RE-BAR (PSM3031); THENCE NORTH 71 DEGREES 51 MINUTES 59 SECONDS EAST 1633.12 FEET TO A CONCRETE MONUMENT (D.O.T. – 6 INCH BY 6 INCH) ON THE SOUTHWESTERLY RIGHT OF WAY BOUNDARY OF SALEM ROAD (COUNTY ROAD NO. 159 – 85 FOOT RIGHT OF WAY); THENCE SOUTH 65 DEGREES 22 MINUTES 01 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY BOUNDARY A DISTANCE OF 388.86 FEET TO A CONCRETE MONUMENT (D.O.T.) MARKING A POINT OF CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY BOUNDARY AND SAID CURVE WITH A RADIUS OF 920.37 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 47 MINUTES 39 SECONDS FOR AN ARC DISTANCE OF 77.01 FEET (THE CHORD OF SAID ARC BEING SOUTH 62 DEGREES 58 MINUTES 12 SECONDS EAST 76.99 FEET) TO A CONCRETE MONUMENT (RLS3208) MARKING THE NORTHWEST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 479, PAGE 1637–39 OF SAID PUBLIC RECORDS; THENCE SOUTHERLY ALONG THE WESTERN BOUNDARIES OF SAID LANDS (OFFICIAL RECORD BOOK 479, PAGE 1637–39) AS FOLLOWS: THENCE SOUTH 29 DEGREES 28 MINUTES 40 SECONDS WEST 515.02 FEET TO A CONCRETE MONUMENT (RLS3208); THENCE SOUTH 61 DEGREES 03 MINUTES 56 SECONDS WEST 122.27 FEET TO A CONCRETE MONUMENT (RLS3208); THENCE SOUTH 13 DEGREES 33 MINUTES 52 SECONDS EAST 144.20 FEET TO A CONCRETE MONUMENT (RLS3208) MARKING THE SOUTHWEST CORNER OF SAID LANDS; THENCE LEAVING SAID WESTERN BOUNDARIES RUN WEST 100.00 FEET TO A RE-BAR (PSM3031) IN BASE OF A TREE, MARKING THE SOUTHEAST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 313, PAGE 1579 OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARIES OF SAID LANDS AS FOLLOWS: THENCE NORTH 13 DEGREES 33 MINUTES 52 SECONDS WEST 506.98 FEET TO A CONCRETE MONUMENT (RLS3208); THENCE NORTH 61 DEGREES 48 MINUTES 11 SECONDS WEST 230.75 FEET TO A CONCRETE MONUMENT (RLS3208); THENCE SOUTH 79 DEGREES 02 MINUTES 43 SECONDS WEST 543.34 FEET TO A CONCRETE MONUMENT (RLS3208); THENCE SOUTH 42 DEGREES 10 MINUTES 07 SECONDS WEST 255.71 FEET TO A CONCRETE MONUMENT (RLS3208); THENCE SOUTH 43 DEGREES 55 MINUTES 53 SECONDS EAST 182.03 FEET TO A CONCRETE MONUMENT (RLS3208); THENCE SOUTH 29 DEGREES 34 MINUTES 28 SECONDS EAST 204.66 FEET TO A CONCRETE MONUMENT (RLS3208) ON SAID SOUTHERN BOUNDARY; THENCE LEAVING SAID LANDS RUN WEST ALONG SAID SOUTHERN BOUNDARY A DISTANCE OF 104.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.52 ACRES, MORE OR LESS.

TOWER PARCEL
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "TURNER" PROPERTY, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 754, PAGE 1514 OF THE PUBLIC RECORDS OF GADSDEN COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST, SAID GADSDEN COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTHERLY LINE OF THE "TURNER" PROPERTY, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 754, PAGE 1514 OF THE PUBLIC RECORDS OF SAID GADSDEN COUNTY; THENCE NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 FOR 1004.49 FEET TO THE SOUTHEASTERLY CORNER OF SAID "TURNER" PROPERTY; THENCE NORTH 08°51'49" EAST FOR 545.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25°53'53" EAST FOR 60.00 FEET; THENCE SOUTH 64°06'07" EAST FOR 80.00 FEET; THENCE SOUTH 25°53'53" WEST FOR 60.00 FEET; THENCE NORTH 64°06'07" WEST FOR 80.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 4,800 SQUARE FEET (0.110 ACRES), MORE OR LESS.

20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "TURNER" PROPERTY, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 754, PAGE 1514 OF THE PUBLIC RECORDS OF GADSDEN COUNTY, FLORIDA, SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST, SAID GADSDEN COUNTY, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA, SAID POINT BEING ON THE SOUTHERLY LINE OF THE "TURNER" PROPERTY, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 754, PAGE 1514 OF THE PUBLIC RECORDS OF SAID GADSDEN COUNTY; THENCE NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 FOR 1004.49 FEET TO THE SOUTHEASTERLY CORNER OF SAID "TURNER" PROPERTY; THENCE NORTH 08°51'49" EAST FOR 545.32 FEET TO THE WESTERLY CORNER OF AN 80 FOOT BY 60 FOOT TOWER PARCEL; THENCE NORTH 25°53'53" EAST ALONG THE NORTHWESTERLY LINE OF SAID TOWER PARCEL FOR 60.00 FEET TO THE NORTHERLY CORNER OF SAID TOWER PARCEL; THENCE SOUTH 64°06'07" EAST ALONG THE NORTHEASTERLY LINE OF SAID TOWER PARCEL FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE NORTH 25°53'53" EAST FOR 10.00 FEET; THENCE SOUTH 64°06'07" EAST ALONG A LINE PARALLEL WITH SAID NORTHEASTERLY LINE FOR 122.66 FEET; THENCE NORTH 29°28'32" EAST FOR 135.24 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID "TURNER" PARCEL AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SALEM ROAD (85 FOOT WIDE PUBLIC RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 5,357 SQUARE FEET (0.123 ACRES), MORE OR LESS.

COMMITMENT FOR TITLE INSURANCE REVIEW NOTE

I HAVE REVIEWED THE COMMITMENT FOR TITLE INSURANCE, UNDERWRITTEN BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATED FEBRUARY 28, 2019, COMMITMENT NUMBER 28699922, AND FIND AS FOLLOWS WITH RESPECT TO THE EXCEPTIONS LISTED IN SCHEDULE B-SECTION 2 OF SAID COMMITMENT:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. NOT THE TYPE TO BE DEPICTED HEREON.

2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. NOT THE TYPE TO BE DEPICTED HEREON.

3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. NOT THE TYPE TO BE DEPICTED HEREON.

4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. NOT THE TYPE TO BE DEPICTED HEREON.

5. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. AS DEPICTED HEREON.

6. TAXES AND SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. NOT THE TYPE TO BE DEPICTED HEREON.

7. TAXES FOR THE YEAR 2019 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE. NOT THE TYPE TO BE DEPICTED HEREON.

8. TERMS AND CONDITIONS OF STANDARD MINING LEASE DATED 11/15/1955 BY AND BETWEEN FRED G. SHELFER AND HIS WIFE, BETTY LOU B. SHELFER, AND MAGNET COVE BARIUM CORPORATION, A ARKANSAS CORPORATION, RECORDED ON 12/02/1955 IN DEED BOOK 113, PAGE 457; ASSIGNMENT FROM NELLIE P. JOWERS, WIDOW OF MELVIN L. JOWERS TO W. T. HIERS AND HIS WIFE, ZELDA S. HIERS, DATED 07/06/1960 AND RECORDED 07/01/1961 IN DEED BOOK 36, PAGE 313; PARTIAL RELEASE OF MINING LEASE, DATED 10/22/1975 AND RECORDED IN DEED BOOK 198, PAGE 469. AFFECTS THE PARENT PARCEL, NOT THE TYPE TO BE DEPICTED HEREON.

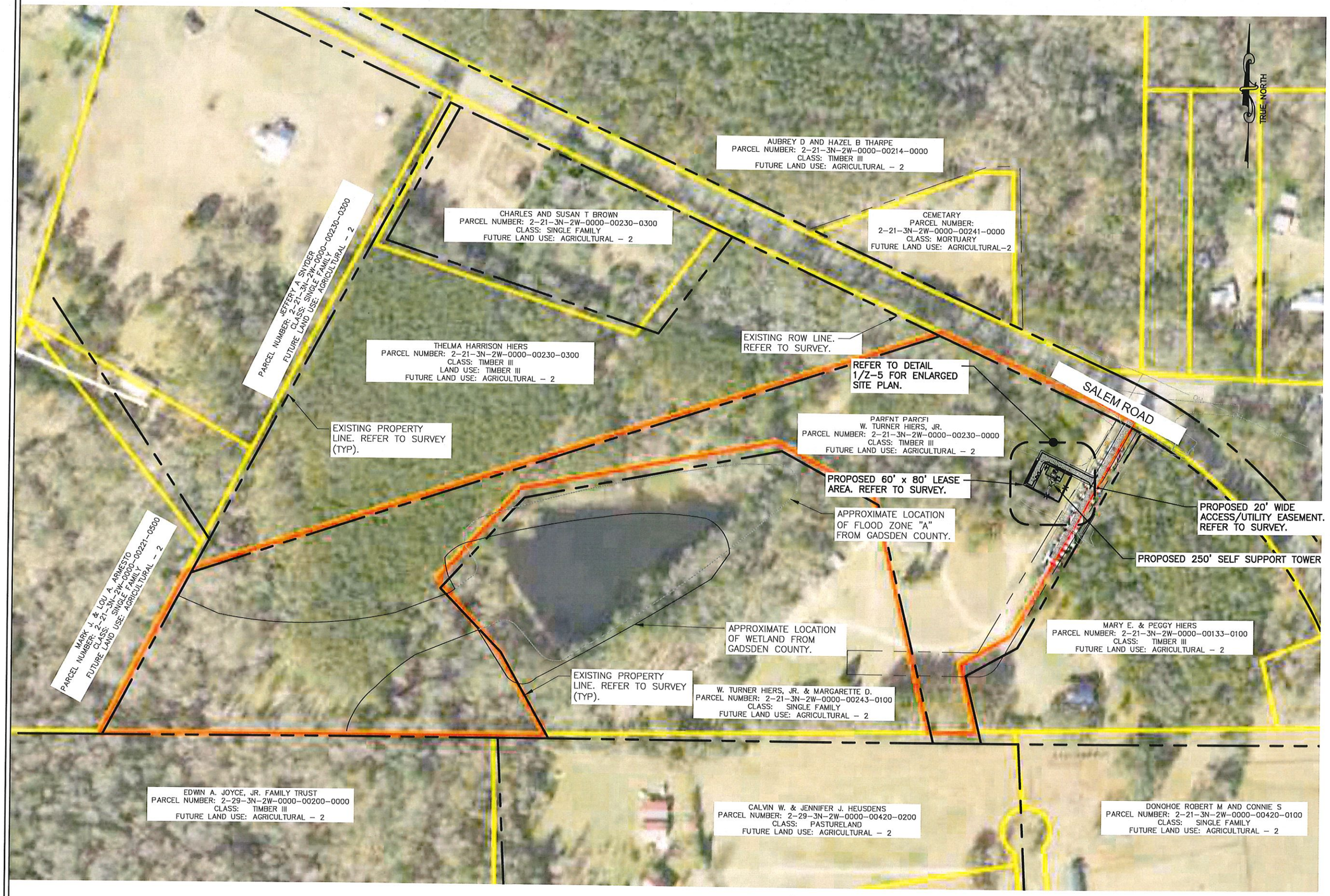
9. EASEMENT IN FAVOR OF W. T. HIERS, JR. AND HIS WIFE, MARGARETTE HIERS, SET FORTH IN INSTRUMENT RECORDED ON 11/20/1975 IN DEED BOOK 199, PAGE 438. AFFECTS THE PARENT PARCEL AS DEPICTED HEREON.

GEOLINE SURVEYING, INC.
Professional Land Surveyors
13430 NW 104th Terrace, Suite A
Alachua, Florida 32615
(386)418-0500 Fax:(386)462-9986
geoline@geolineinc.com

DESIGNED	FLOYD CURTIS	SCALE	AS SHOWN
DRAWN	FLOYD CURTIS	DATE	JULY 16, 2019
CHECKED	DAVE SHORT	PROJECT #	344-172

HAVANA NORTH / FL1774 SITE
GADSDEN COUNTY, FLORIDA
ADDRESS: 84 TRIPLE H LANE, HAVANA, FL 32333

DRAWING# 344-172 | KIMLEY-HORN | SHEET# 4 OF 4



1 / Z-1 **AERIAL SITE PLAN**
SCALE: 1" = 200'
SCALE BASED ON 11"x17" ONLY

GRAPHIC SCALE
0 100 200 400
(IN FEET)

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	11/11/19	ADDED PARCEL SITE PLAN	NAP
B	10/09/19	REVISED PER COMMENTS	NAP
A	10/03/19	ISSUED FOR REVIEW	BFN

DRAWN BY: BFN
CHECKED BY: TWD

KHA PROJECT NUMBER: 148001025

ENGINEER SEAL:
RICHARD JOHNSON LICENSE No. 85387 STATE OF FLORIDA PROFESSIONAL ENGINEER
02/24/20
RICHARD JOHNSON PE
FL PROFESSIONAL ENGINEER LIC. # 85387
FL CERTIFICATE OF AUTHORIZATION # 00000696

PROJECT INFORMATION:
HAVANA NORTH
FL 1774
84 TRIPLE H LANE
HAVANA, FL 32333
GADSDEN COUNTY

SHEET TITLE:
AERIAL SITE PLAN

SHEET NUMBER:
Z-1

Parcel ID	2-21-3N-2W-0000-00230-0000	Alternate ID	2N3W2210000002300000
Sec/Twp/Rng	21-3N-2W	Class	TIMBER III
Property Address	84 TRIPLE H LN HAVANA	Acreage	15.52
District	7		
Brief Tax Description	OR 754 P 1514		

Owner Address HIERS W TURNER JR
92 TRIPLE H LANE
HAVANA, FL 32333

1 / Z-1.1 RESIDENTIAL SETBACK PLAN
SCALE: NTS

NOTE:

PROVIDED BY GADSDEN COUNTY FOR INFORMATIONAL PURPOSES ONLY.

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	11/11/19	ADDED PARCEL SITE PLAN	NAP
B	10/09/19	REVISED PER COMMENTS	NAP
A	10/03/19	ISSUED FOR REVIEW	BFN

DRAWN BY: BFN
CHECKED BY: TWD

KHA PROJECT NUMBER: 148991025

ENGINEER SEAL:

FOR REFERENCE ONLY

PROJECT INFORMATION:

HAVANA NORTH
FL 1774

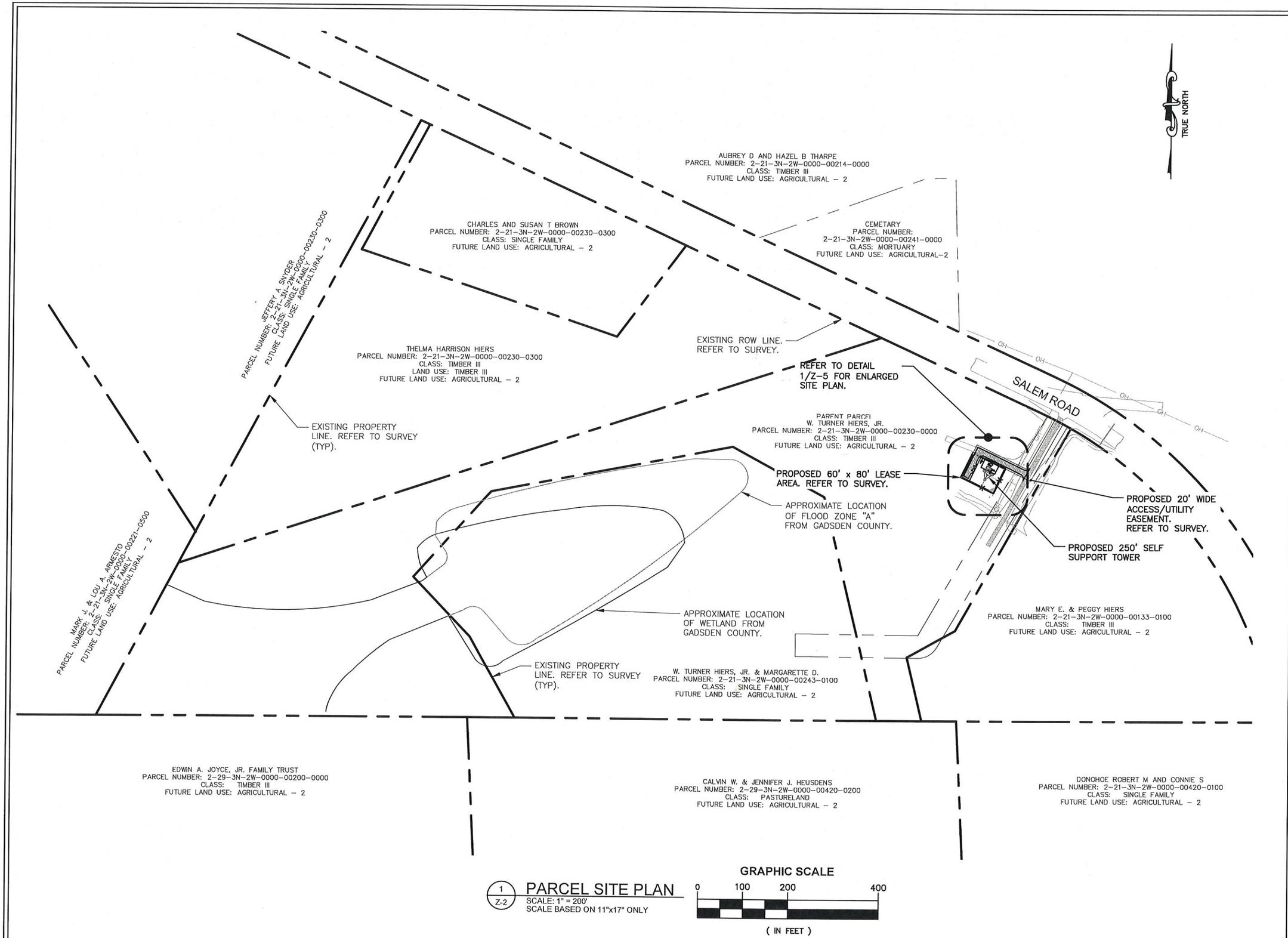
84 TRIPLE H LANE
HAVANA, FL 32333
GADSDEN COUNTY

SHEET TITLE:

RESIDENTIAL SETBACK PLAN

SHEET NUMBER:

Z-1.1



1 / Z-2 PARCEL SITE PLAN
SCALE: 1" = 200'
SCALE BASED ON 11"x17" ONLY

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	11/11/19	ADDED PARCEL SITE PLAN	NAP
B	10/09/19	REVISED PER COMMENTS	NAP
A	10/03/19	ISSUED FOR REVIEW	BFN

DRAWN BY: BFN
CHECKED BY: TWD

KHA PROJECT NUMBER: 148991025

ENGINEER SEAL:
RICHARD JOHNSON
LICENSE
No. 85387
02/24/20
STATE OF FLORIDA
PROFESSIONAL ENGINEER
RICHARD JOHNSON, PE
FL PROFESSIONAL ENGINEER LIC. # 85387
FL CERTIFICATE OF AUTHORIZATION # 00000696

PROJECT INFORMATION:
HAVANA NORTH
FL 1774

84 TRIPLE H LANE
HAVANA, FL 32333
GADSDEN COUNTY

SHEET TITLE:
PARCEL
SITE PLAN

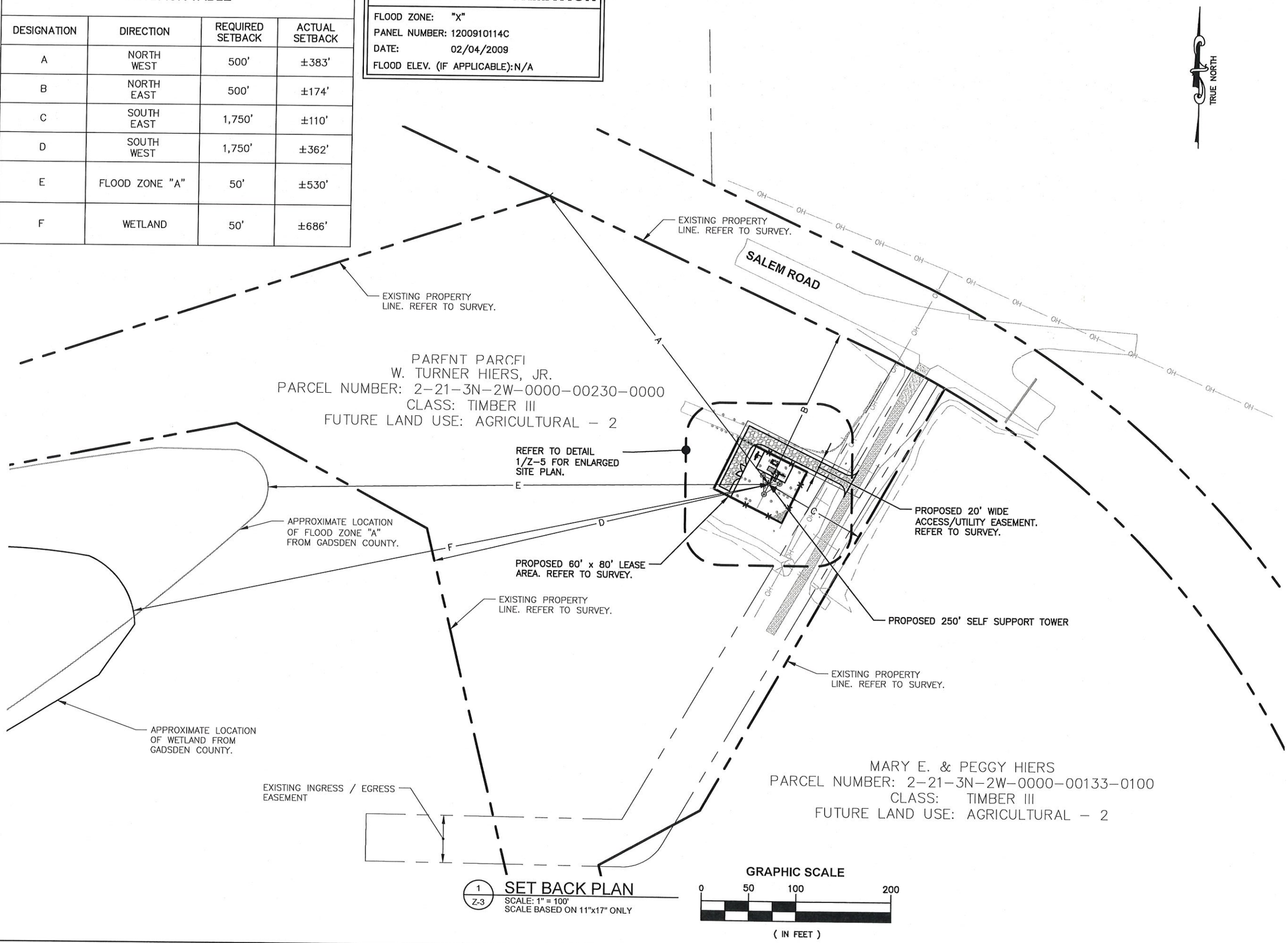
SHEET NUMBER:
Z-2

SETBACK TABLE

DESIGNATION	DIRECTION	REQUIRED SETBACK	ACTUAL SETBACK
A	NORTH WEST	500'	±383'
B	NORTH EAST	500'	±174'
C	SOUTH EAST	1,750'	±110'
D	SOUTH WEST	1,750'	±362'
E	FLOOD ZONE "A"	50'	±530'
F	WETLAND	50'	±686'

FLOOD ZONE INFORMATION

FLOOD ZONE: "X"
PANEL NUMBER: 1200910114C
DATE: 02/04/2009
FLOOD ELEV. (IF APPLICABLE): N/A



1 / Z-3 SET BACK PLAN
SCALE: 1" = 100'
SCALE BASED ON 11"x17" ONLY

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	11/11/19	ADDED PARCEL SITE PLAN	NAP
B	10/09/19	REVISED PER COMMENTS	NAP
A	10/03/19	ISSUED FOR REVIEW	BFN

DRAWN BY: BFN
CHECKED BY: TWD

KHA PROJECT NUMBER: 148991025

ENGINEER SEAL:
RICHARD JOHNSON LICENSE No. 85387 STATE OF FLORIDA PROFESSIONAL ENGINEER
02/24/20
RICHARD JOHNSON P.E.
FL PROFESSIONAL ENGINEER LIC. # 85387
FL CERTIFICATE OF AUTHORIZATION # 00000696

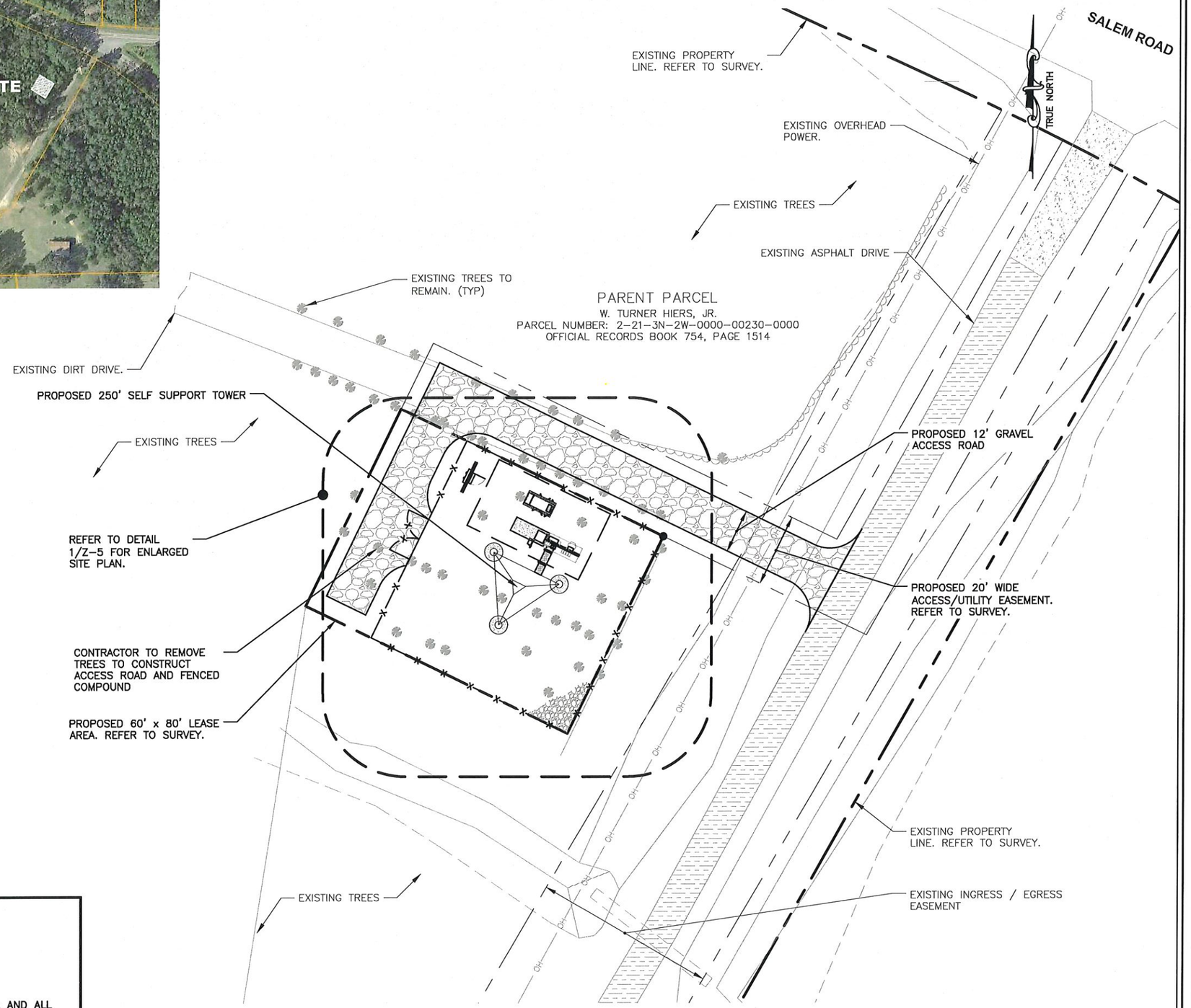
PROJECT INFORMATION:
HAVANA NORTH
FL 1774
84 TRIPLE H LANE
HAVANA, FL 32333
GADSDEN COUNTY

SHEET TITLE:
SETBACK PLAN

SHEET NUMBER:
Z-3

#10

2 / Z-4 AERIAL
SCALE: NTS
SCALE BASED ON 11"x17" ONLY



1 / Z-4 OVERALL SITE PLAN
SCALE: 1" = 30'
SCALE BASED ON 11"x17" ONLY

GRAPHIC SCALE
0 15 30 60
(IN FEET)

NOTES:

1. DEVELOPED AREA:
   PROPOSED 60' x 80' LEASE AREA = 4,800 SQ. FT.

   PROPOSED GRAVEL DRIVE = ±2,400 SQ. FT.
   PROPOSED 60' x 60' GRAVEL COMPOUND = 3,600 SQ. FT.
2. REFER TO SURVEY FOR LEGAL DESCRIPTION OF LEASE AREA AND ALL EASEMENTS.
3. TOWER SHALL BE DESIGNED FOR FOUR (4) CARRIERS.
4. TOWER SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF EIA/TIA 222-G STANDARDS AS WELL AS ALL LOCAL BUILDING CODES.

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	11/11/19	ADDED PARCEL SITE PLAN	NAP
B	10/09/19	REVISED PER COMMENTS	NAP
A	10/03/19	ISSUED FOR REVIEW	BFN

DRAWN BY: BFN
CHECKED BY: TWD

KHA PROJECT NUMBER: 148991025

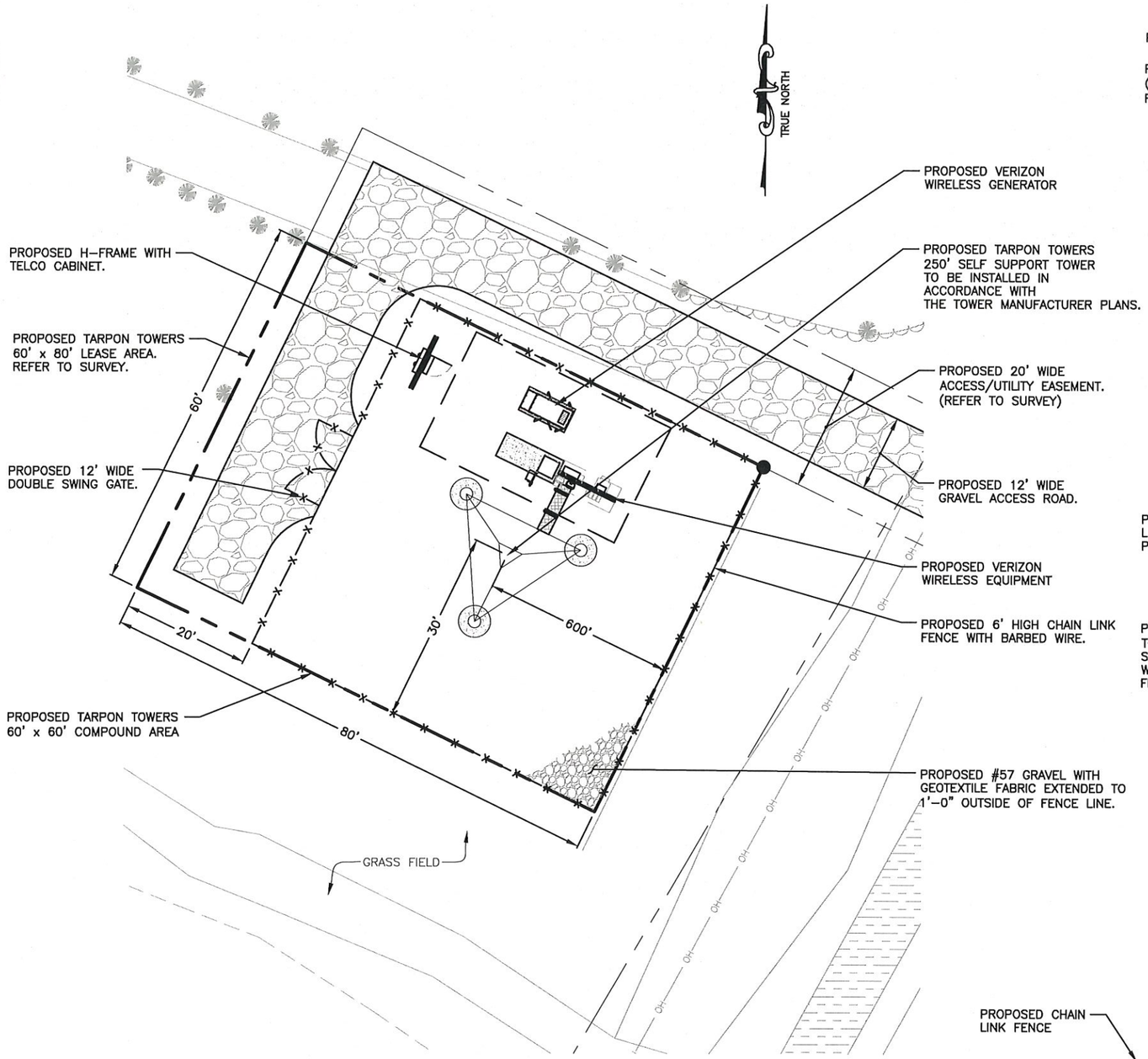
ENGINEER SEAL:
RICHARD JOHNSON LICENSE No. 85387 STATE OF FLORIDA PROFESSIONAL ENGINEER
02/24/20
RICHARD JOHNSON, P.E.
FL PROFESSIONAL ENGINEER LIC. # 85387
FL CERTIFICATE OF AUTHORIZATION # 00000696

PROJECT INFORMATION:
HAVANA NORTH
FL 1774

84 TRIPLE H LANE
HAVANA, FL 32333
GADSDEN COUNTY

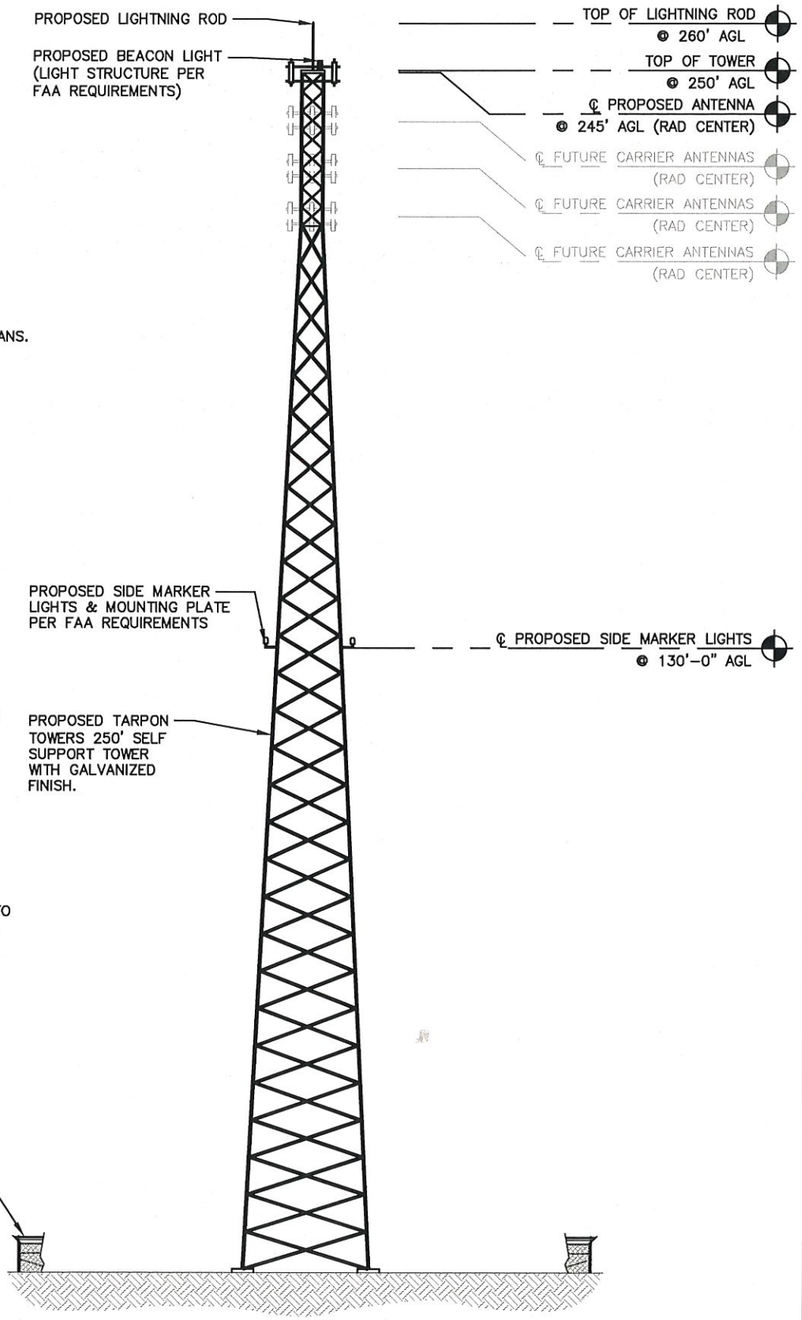
SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
Z-4



1 Z-5 **ENLARGED SITE PLAN**
SCALE: 1" = 20'
SCALE BASED ON 11"x17" ONLY

GRAPHIC SCALE
0 10 20 40
(IN FEET)



2 Z-5 **TOWER ELEVATION**
SCALE: N.T.S.

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	11/11/19	ADDED PARCEL SITE PLAN	NAP
B	10/09/19	REVISED PER COMMENTS	NAP
A	10/03/19	ISSUED FOR REVIEW	BFN

DRAWN BY:	CHECKED BY:
BFN	TWD

KHA PROJECT NUMBER: 148991025

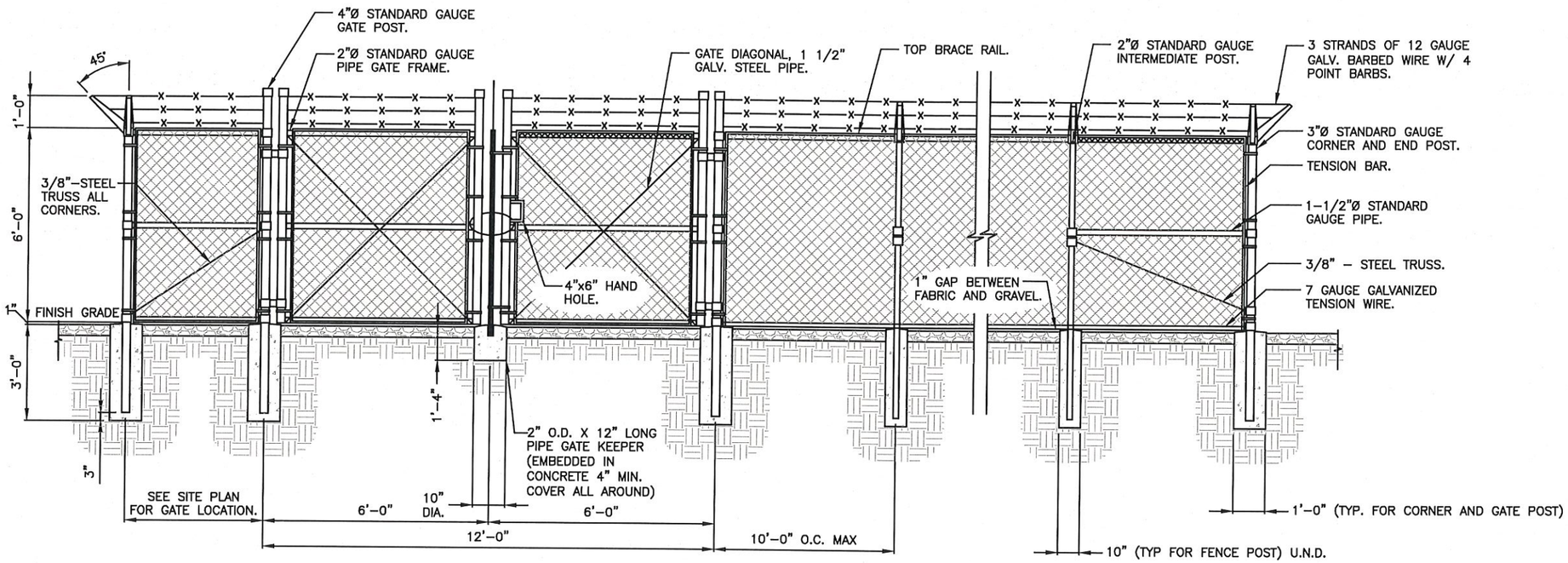
ENGINEER SEAL:
RICHARD JOHNSON LICENSE No. 85387 STATE OF FLORIDA PROFESSIONAL ENGINEER
02/24/20
RICHARD JOHNSON, PE
FL PROFESSIONAL ENGINEER LIC # 85387
FL CERTIFICATE OF AUTHORIZATION # 00000696

PROJECT INFORMATION:
HAVANA NORTH
FL 1774

84 TRIPLE H LANE
HAVANA, FL 32333
GADSDEN COUNTY

SHEET TITLE:
ENLARGED SITE PLAN & TOWER ELEVATION

SHEET NUMBER:
Z-5



1 / Z-6 **FENCE DETAIL**
SCALE: N.T.S.

Tarpon Towers

1001 3rd Avenue West
Suite 420
Bradenton, FL 34205
(941) 757-5010

TARPON TOWERS

Site #: FL1774
Site Name: HAVANA NORTH
FCC#:
FAA:

NO TRESPASSING

TRESPASSERS WILL BE PROSECUTED

TARPON TOWERS

2 / Z-6 **SITE SIGNAGE**
SCALE: N.T.S.

TARPON TOWERS
1001 3rd AVENUE WEST
SUITE 420
BRADENTON, FL 34205
TEL: (941) 757-5010
FAX: (941) 757-5009

PLANS PREPARED BY:

Kimley»Horn
655 NORTH FRANKLIN STREET, SUITE 150
TAMPA, FL 33602
PHONE (813) 620-1460
WWW.KIMLEY-HORN.COM

REV:	DATE:	DESCRIPTION:	BY:
E	02/24/20	FINAL	NAP
D	02/19/20	REVISED PER COMMENTS	NAP
C	11/11/19	ADDED PARCEL SITE PLAN	NAP
B	10/09/19	REVISED PER COMMENTS	NAP
A	10/03/19	ISSUED FOR REVIEW	BFN

DRAWN BY:	CHECKED BY:
BFN	TWD

KHA PROJECT NUMBER: 148991025

ENGINEER SEAL:

RICHARD JOHNSON
LICENSE
No. 85387
02/24/20
STATE OF FLORIDA
PROFESSIONAL ENGINEER
RICHARD JOHNSON, PE
FL PROFESSIONAL ENGINEER LIC. # 85387
FL CERTIFICATE OF AUTHORIZATION # 00000696

PROJECT INFORMATION:

HAVANA NORTH
FL 1774

84 TRIPLE H LANE
HAVANA, FL 32333
GADSDEN COUNTY

SHEET TITLE:

FENCE AND SIGN DETAILS

SHEET NUMBER:

Z-6

7. Tower Site Candidate Analysis

FL1774 / HAVANA NORTH / 15035301

Search Ring Summary: This search ring is in the jurisdiction of Gadsden County. Per Gadsden County Development Standards, Subsection 5805, Location, "A communication tower may be located in the following land use categories as a use-by-right and shall not be subject to review by the Planning Commission or the Board of County Commissioners so long as it meets the requirements of this Code". The prime parcel is zoned Agriculture 2. The proposed height of the telecommunications tower is the minimum necessary by the applicant to satisfy the applicant's telecommunications systems needs at the proposed location. The height of 250' is the minimum height necessary to achieve the coverage objective stated above and as referenced in the attached propagation studies.

Prime Candidate / Alternatives Analysis

Initially ten (11) parcels were identified as being potential candidates for a new wireless telecommunications facility. These parcels are identified along with a summary of each of these properties located within the vicinity of Search Area is detailed below.

Prime Candidate PARCEL # 2-21-3N-0000-00230-0000 owned by Turner W Hiers Jr. This is a 15.52 acre parcel located at 84 Triple H Lane, Havana, FL 32333, is zoned AG–2 and the use is Timber III (005600). This is a heavily wooded parcel with a large pond in the center, located within the search ring. Access will be from Triple H Lane. Certified Letter of Interest was September 4, 2018 and delivered by USPS. Jim Hodgson spoke with Mr. Hiers on September 13th to discuss the proposal. Candidate was submitted to Verizon for RF consideration. Verizon RF selected this parcel as the Primary Candidate.

Alternatives Analysis submitted for RF review

PARCEL # PARCEL # 2-21-2W-0000-00420-0500 owned by Samuel D. Manry. This is a 10.11 acre parcel located at 55 Rabbit Pond Road, Havana, FL 32333, is zoned AG–2 and the use is Timber III (005600). This parcel is a open in the front with residential home, the remainder of the parcel is heavily wooded, located within the search ring. Access will be from Rabbit Pond Road. Certified Letter of Interest was September 4, 2018 and delivered by USPS. Jim Hodgson spoke with Mr. Manry on September 12th to discuss the proposal. Candidate was submitted to Verizon for RF consideration.

PARCEL # PARCEL # 2-21-3N-0000-00214-0000 owned by Aubrey D and Hazel B Tharpe. This is an 82.0 acre parcel located on Salem Road, Havana, FL 32333, is zoned AG–2 and the use is Timber II (005500). This parcel is open in the front with residential home, the remainder of the parcel is heavily wooded, located within the search ring. Access will be from Rabbit Pond Road. Certified Letter of Interest was September 4, 2018 and delivered by USPS. Jim Hodgson spoke with Cindy Souther (daughter) on September 18th to discuss the proposal. Candidate was submitted to Verizon for RF consideration.

Alternatives Analysis Review not submitted

PARCEL # 2-20-3N-0000-00120-0000 owned by Mark J. Armesto. This is a 146.64 acre parcel located at 202 Armesto Road, Havana, FL 32333, is zoned AG–2 and the use is Timber II (005500). This parcel is heavily wooded parcel, located within the search ring. Access will be from Armesto Road. Certified Letter of Interest was September 4, 2018 and was returned as unclaimed by USPS.

PARCEL # 2-21-3N-2W-0000-00420-0100 owned by Robert and Connie Donohoe. This is a 10.33 acre parcel located at 130 Rabbit Pond Road, Havana, FL 32333, is zoned AG–2 and the use is Single Family (000100). This parcel is a flat open parcel with a residential home and horse stable, located within the search ring. Access will be from Rabbit Pond Road. Certified Letter of Interest was September 4, 2018 and was delivered by USPS. No response received from the land owner.

PARCEL # 2-21-3N-0000-00230-0000 owned by Mary E. and Peggy Hiers. This is a 6.35 acre parcel located at 89 Triple H Lane, Havana, FL 32333, is zoned AG–2 and the use is Timber III (005600). This is a heavily wooded parcel with a residential home at the rear of the property, located within the search ring. Access will be from Triple H Lane. Certified Letter of Interest was September 4, 2018 and was returned as unclaimed by USPS.

PARCEL # 2-29-3N-2W-0000-00200-0000 primary owner Mary Dale Joyce. This is a 975.56 acre parcel located on Salem Road, Havana, FL 32333, is zoned AG–2 and the use is Timber II (005500). This parcel is heavily wooded with 142 acres of swamp/slope, with direct access from Salem Road. Certified Letter of Interest was September 4, 2018 and delivered by USPS. No response received from land owner.

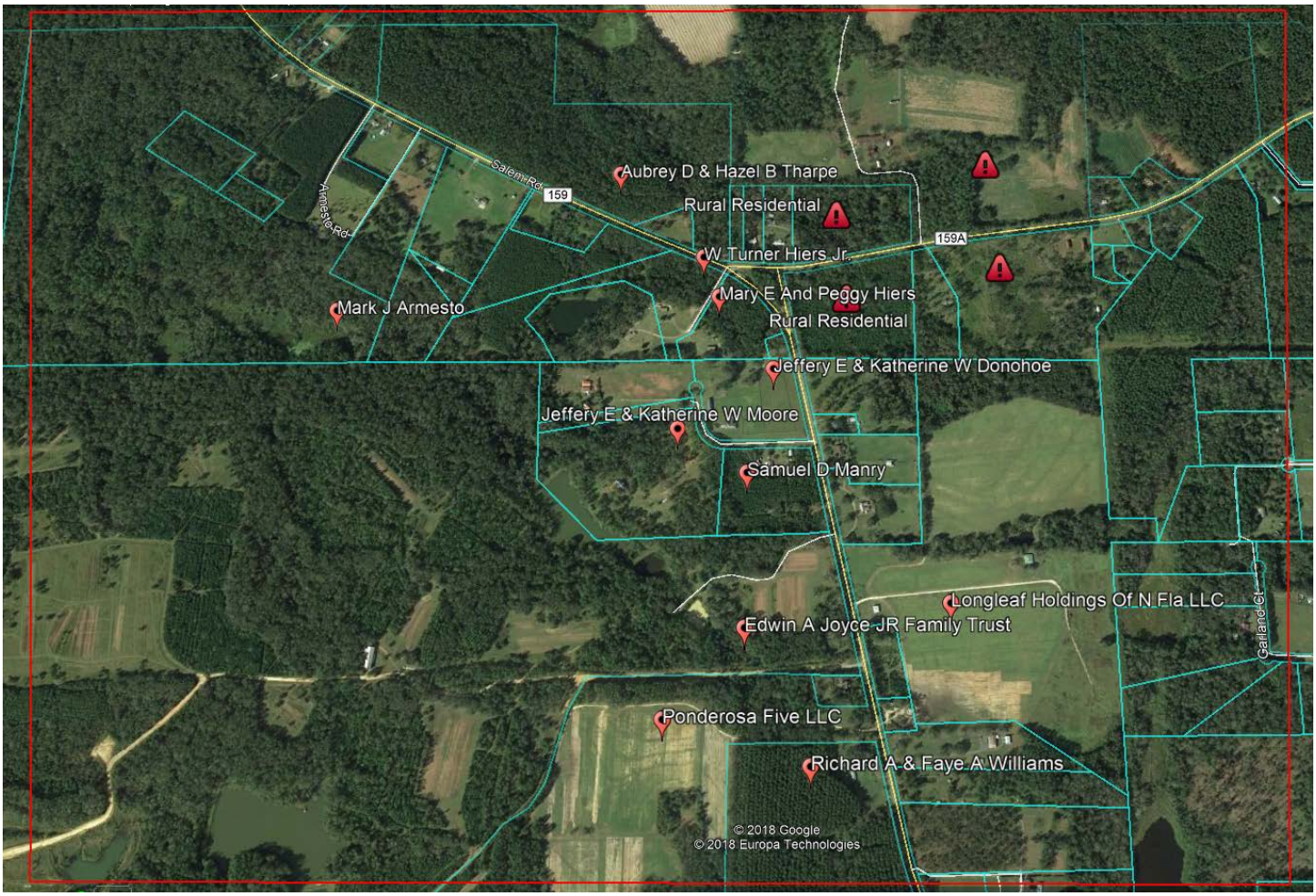
PARCEL # 2-21-3N-2W-0000-00440-0100 owned by Longleaf Holdings of N Fla LLC. This is a 96.3 acre parcel located at 2926 Salem Road, Havana, FL 32333, is zoned AG–2 and the use is Single Family (000100). This parcel is a flat open parcel with a residential home, located within the search ring. Access will be from Salem Road. Certified Letter of Interest was September 4, 2018 and was delivered by USPS. No response received from the land owner.

PARCEL # 2-21-3N-2W-0000-00420-0100 owned by Jeffery E. and Katherine W Moore. This is a 20.41 acre parcel located at 169 Rabbit Pond Road, Havana, FL 32333, is zoned AG–2 and the use is Timber III (005600). This parcel is a partially flat and open with the remainder heavily wooded with a residential home, located within the search ring. Access will be from Rabbit Pond Road. Certified Letter of Interest was September 4, 2018 and was returned as unclaimed by USPS.

PARCEL # 2-29-3N-2W-0000-00410-0000 owned by Ponderosa Five LLC c/o Helen Kimberly Pope. This is a 267.64 acre parcel located on Salem Road, Havana, FL 32333, is zoned AG–2 and the use is Pasture Land (006000). This parcel is a partially flat pasture / crops with the remainder heavily wooded, located within the search ring. Access will be from Salem Road. Certified Letter of Interest was September 4, 2018 and was returned as unclaimed by USPS.

PARCEL # 2-28-3N-2W-0000-00121-0000 owned by Richard A. and Faye A. Williams. This is a 52.0 acre parcel located at 2747 Salem Road, Havana, FL 32333, is zoned AG–2 and the use is Timber II (005500). This parcel is heavily wooded with a residential home, with direct access from Salem Road. Certified Letter of Interest was September 4, 2018 and delivered by USPS. No response received from land owner.

Search Area Map



8. Statement of Intent to Provide Collocation

TARPON TOWERS

December 10, 2019

Board of County Commissioners of Gadsden County
9 E. Jefferson Street
Quincy, FL 32353

RE: Site Name: FL1774 Havana North
Project Address: 84 Triple H Lane
Havana, FL 32351
Statement of Tower Availability for Collocation

Dear Chairperson:

Tarpon Towers II, LLC ("Tarpon") hereby commits that upon approval for the proposed tower with associated compound and utilities infrastructure that Tarpon will make the site, including the tower, available for collocation to all providers of wireless communications services. Such availability shall be conditioned upon the tower, at the time of the request, being structurally capable of accommodating the requested equipment and an agreed-upon reasonable rental rate for use of such space. Tarpon will conduct its business per the below:

1) respond within a reasonable time to a request for information from a potential shared-use applicant;
2) negotiate in good faith concerning requests for shared use of the new tower by other providers; and
3) allow shared use of the new tower if another provider agrees in writing to commercially reasonable terms.

This commitment shall continue with the tower regardless of change of ownership of the tower. Please let me know if you need anything further in this regard. Thank you.

Sincerely,

Brett Buggeln
Chief Operating Officer

1001 3rd Avenue West | Suite 420 | Bradenton, Florida 34205

4700 Exchange Ct
Suite 100
Boca Raton, FL 33431

April 22, 2020

Gadsden County Board of County Commissioners
Planning Division
Attn: Jill A. Jeglie
1-B East Jefferson Street
Quincy, FL 32353

Re: Letter of Confirmation of Involvement and Intent to Occupy

Dear Ms. Jeglie:

This letter indicates a non-binding confirmation by Verizon Wireless regarding the proposed wireless telecommunications facility located at 84 Triple H Lane, Havana, FL (Parcel ID 2-21-3N-2W-0000-00230-0000), which is the subject of the Wireless Telecommunications Facility Application from Tarpon Towers II, LLC ("Tarpon").

Upon approval and construction of the proposed telecommunications facility, Verizon intends to occupy the tower as a carrier under a forthcoming mutually acceptable lease agreement with Tarpon. Verizon confirms its involvement in the proposed application as a licensed carrier and telecommunications provider and is in agreement with the proposed location as indicated by the supplied RF Analysis.

Thank you for your consideration of Tarpon's application for the wireless telecommunications facility.

Sincerely,

Jhonathan Montenegro
Sr. Manager – Real Estate/Regulatory
Florida Network Engineering

verizon

9. FAA Determination of No Hazard to Air Traffic Letter

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2019-ASO-24766-OE

#10

Issued Date: 09/05/2019

Todd J Bowman
Tarpon Towers II, LLC
1001 3rd Avenue West
Suite 420
Bradenton, FL 34205

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower FL1774 Havana North
Location:	Havana, FL
Latitude:	30-38-49.48N NAD 83
Longitude:	84-26-21.45W
Heights:	207 feet site elevation (SE)
	270 feet above ground level (AGL)
	477 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 03/05/2021 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.

(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application. #10

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (817) 222-4613, or natalie.schmalbeck@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ASO-24766-OE.

Signature Control No: 413834817-416417387 (DNE)
Natalie Schmalbeck
Technician

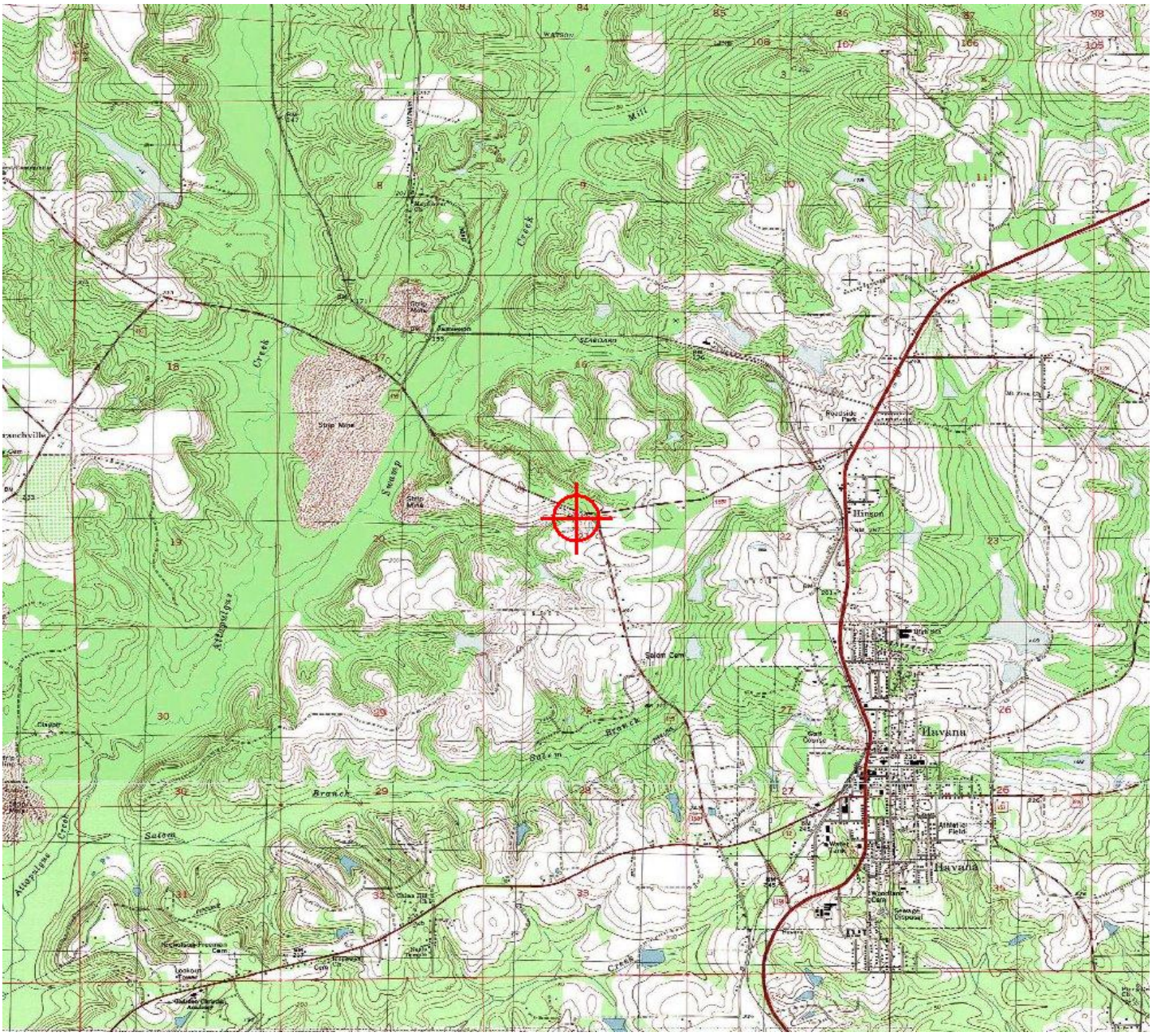
Attachment(s)
Frequency Data
Map(s)

cc: FCC

#10

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

#10


Havana
Hinson
Salem
Branch
Creek
Swamp
Mill
Salem Cem
Roadside Park
Strip Mine
Seaboard

10. FCC Radio Frequency Analysis

verizon

7701 E. Telecom Pkwy
Temple Terrace, FL 33637

December 12, 2019

To: Gadsden County
RE: Proposed new tower HAVANA NORTH Site Located at: 30.64707778°, -84.43929167°

To Whom It May Concern,

We write to inform you that Verizon Wireless has performed a radio frequency (RF) compliance pre-construction evaluation for the above-noted proposed site and based on the result of the evaluation, the site will be compliant with FCC Guidelines.

The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf). The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety.

Please refer to the FCC Office of Engineering and Technology Bulletin 65 and the attached Verizon Wireless RF Brochure for information on RF exposure guidelines, RF safety, and landlord responsibilities. Questions related to compliance with federal regulations should be directed to VZWRFCompliance@VerizonWireless.com.

Please contact your local Verizon Wireless resource below if you have additional site-specific questions.

Contact Name	Contact Email	Contact Phone
Jaime E. Cruz	Jaime.Cruz2@VerizonWireless.com	813-632-5905

Sincerely,

Ryan Lay
Manager-RF System Design
Verizon Wireless

11. FCC Interference Analysis

7701 E. Telecom Pkwy
Temple Terrace, FL 33637

December 12, 2019

To: Gadsden County
RE: Proposed new tower HAVANA NORTH Site Located at: 30.64707778°, -84.43929167°

To Whom It May Concern,

Verizon Wireless owns multiple FCC licenses, which entitles the company to operate within a number of assigned frequency ranges. This is turn, generally eliminates interference issues from CB radios, electronic appliances, pacemakers, fire and police equipment, as well as other carriers.

Careful isolation studies have been performed to determine the ideal vertical and horizontal separation between Verizon Wireless antennas and any other communication service's antennas. The antenna isolation studies increase our ability to eliminate as many chances as possible of our transmitted frequencies from interfering with other's equipment.

In the unlikely event that interference does occur, Verizon Wireless agrees to fully cooperate with the entity experiencing interference to identify and correct, to the extent reasonably possible, any issues caused by the Verizon Wireless installation.

Please contact your local Verizon Wireless resource below if you have additional site-specific questions.

Contact Name	Contact Email	Contact Phone
Jaime E. Cruz	Jaime.Cruz2@VerizonWireless.com	813-632-5905

Sincerely,

Ryan Lay
Manager-RF System Design
Verizon Wireless

12. Radio Frequency Engineering Coverage and Capacity Analysis

HAVANA NORTH

Gadsden County, FL

Prepared by Verizon Wireless RF Engineering

Jaime E. Cruz

December 12, 2019

verizon

Introduction:

This Verizon proposed tower, Havana North is needed for capacity to offload the surrounding Verizon sites as well as to provide better and reliable coverage to the near by communities and roads.

Coverage is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

Capacity is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.

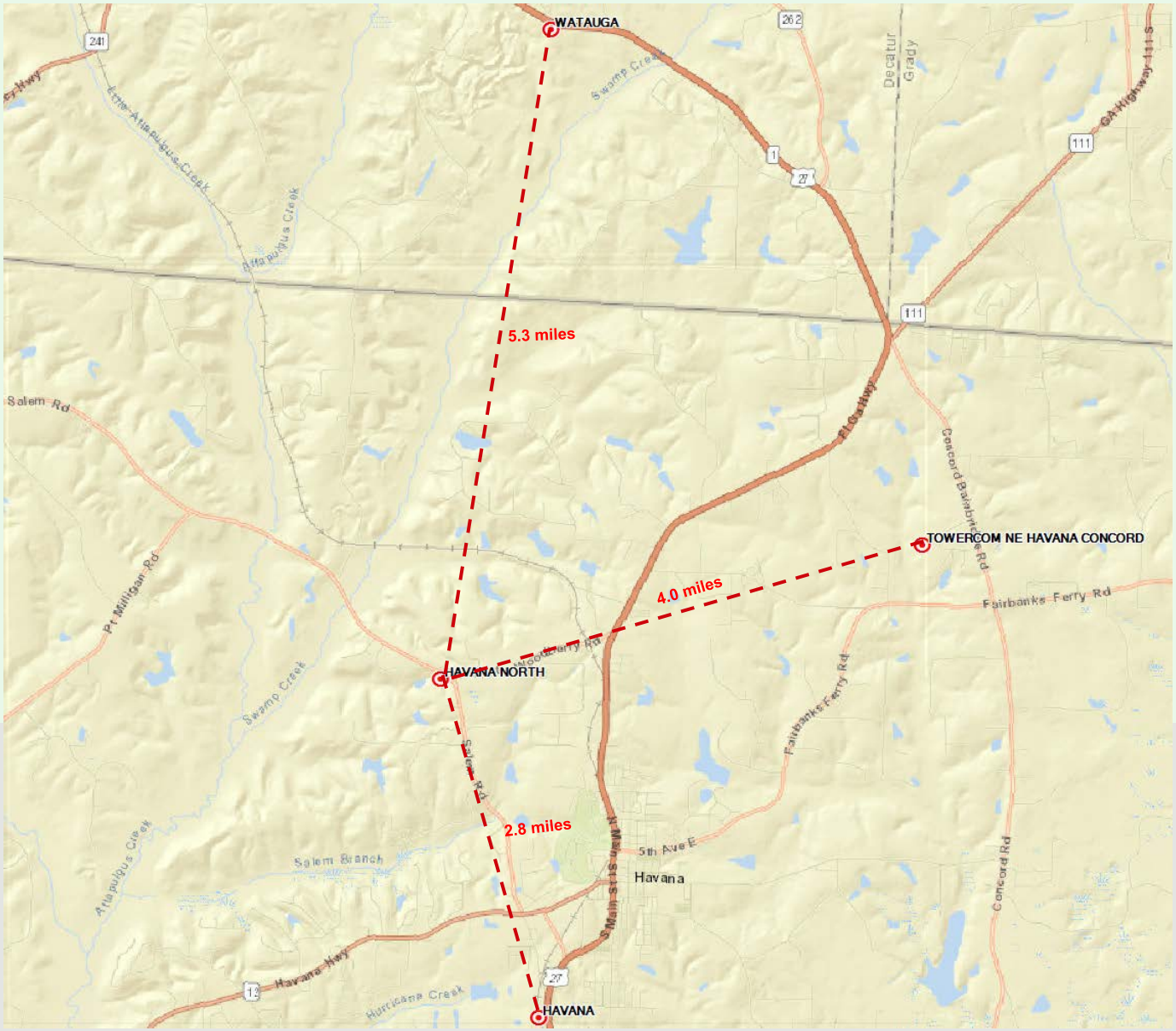
Verizon Wireless First Tier Handoff Sites

#10

FCC Study/ASR#	Tower Owner	Verizon Cell Site Name	Tower Height AGL (ft)	Structure Type	Latitude	Longitude
1216307	SBA Towers III LLC	WATAUGA	345	Guyed-tower	30.723181	-84.427117
1026897	American Towers LLC	HAVANA	268	Self-support	30.608017	-84.424625
1287820	InSite Towers Development 2, LLC	TOWERCOM NE HAVANA CONCORD	150	Monopole	30.608	-84.424611
N/A	Proposed Tower	HAVANA WEST	250	Tower	30.64707778	-84.43929167

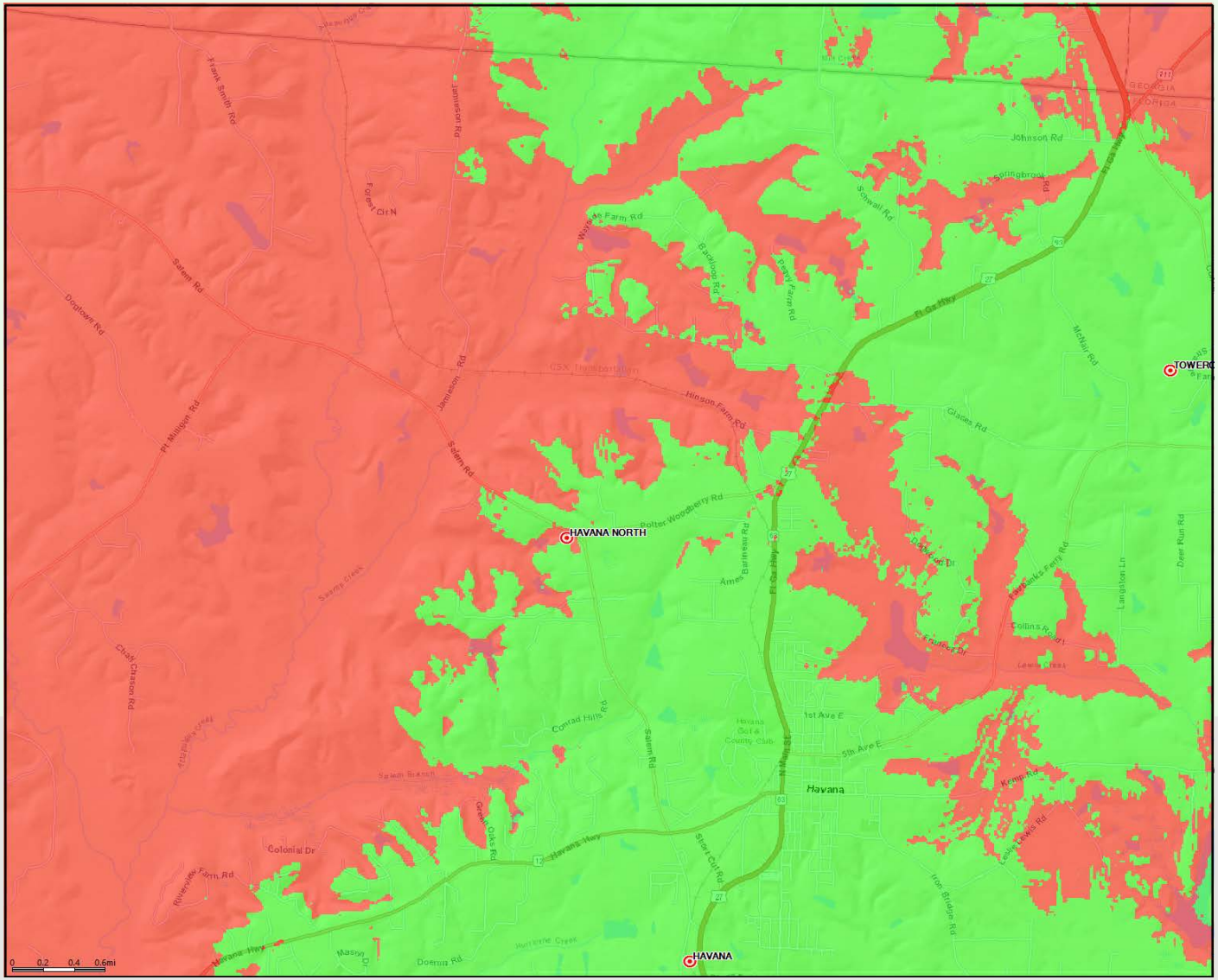
Verizon Wireless First Tier Handoff Sites

#10



Current Coverage

#10



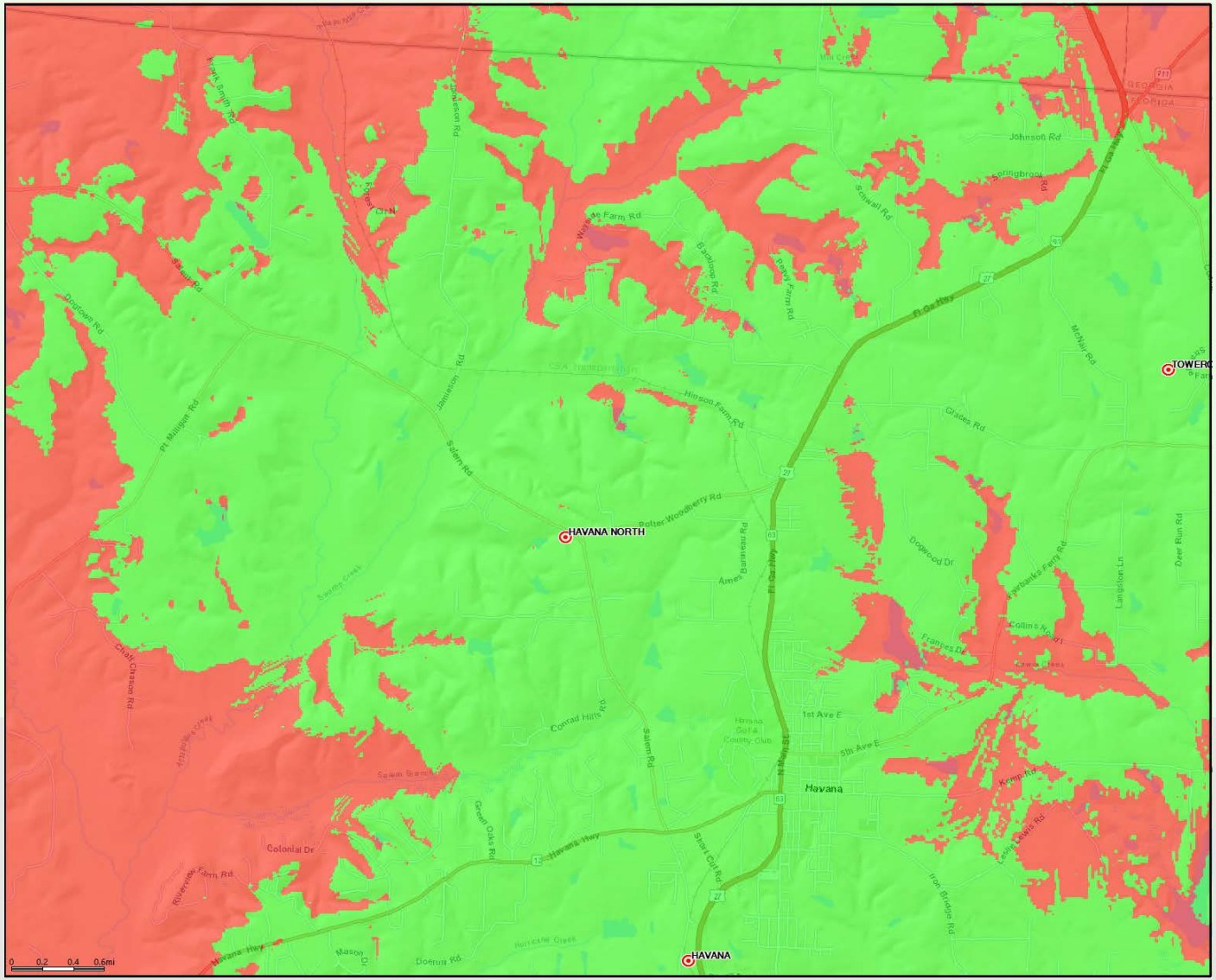
Coverage Thresholds

- Reliable Service
- Not-Reliable Service

verizon

Future Coverage with proposed site

#10



Coverage Thresholds

- Reliable Service
- Not-Reliable Service

verizon

13.Application for Concurrency Review

Gadsden COUNTY
PLANNING AND COMMUNITY DEVELOPMENT

1-B East Jefferson Street, Post Office Box 1799, Quincy, FL 32353-1799
Phone (850) 875-8663 Fax (850) 875-7280
E-mail: planning@gadsdencountyfl.gov Web site: www.gadsdengov.net

APPLICATION FOR CONCURRENCY REVIEW

Parcel Identification Number: 2-21-3N-2W-0000-00230-0000
Location/Address: 84 TRIPLE H LANE, Havana, Florida

Property Owner (Print): Tarpon Towers II, LLC, Brett Buggeln (Applicant); Willaim Turner Hiers, Jr. (Landowner)
Address: 1001 3rd Avenue West, Suite 420 City: Bradenton State: FL Zip: 34205
Phone: (941) 757-5010 E-Mail: BBuggeln@TarponTowers.com

Authorized Representative (Print): Robert Volpe, Hopping Green & Sams P.A.
Address: 119 S. Monroe Street, Suite 300 City: Tallahassee State: FL Zip: 32301
Phone: 850-222-7500 E-Mail: robertv@hgslaw.com

Preliminary Development Orders may be issued without a concurrency evaluation. At the applicant's option, concurrency evaluation may be deferred until a site development construction plan development order is applied for. No building permit will be issued until concurrency review is approved.

Submittal Requirements:

x Fee ($110.00). Checks to be made out to the Gadsden County Board of County Commissioners

x Completed Application

n/a Transportation and/or turn lane analysis (as required by County Engineer and/or FDOT)

Size of the project parcel: 10,000 SF # of Phases: n/a

Specific Uses or uses proposed to be expanded: Telecommunications Tower

Type and # of Residential Units (single family, duplex, multi-family, etc.): n/a

Type and Square footage of non-residential uses (e.g. club house, restaurant, office, manufacturing, etc.): n/a

Gross Floor Area (GFA), Square footage and number of units for each phase:

Existing GFA, # of units and/or square footage: n/a

Proposed GFA, # of units and/or square footage: n/a

Total GFA, # of units and/or square footage: n/a

Stormwater:

n/a On site n/a Master stormwater system

Water:

n/a Central Water System n/a Well(s), on-site

Sewer:

n/a Central Sewer n/a Central, Package Plant n/a Septic System n/a Septic, Advanced treatment,

Transportation Impacts:

ITE Code and Existing Level of Service (Attach additional tables & data if necessary.) Include Trips generated by the proposed project using the latest ITE Trip-Generation Handbook.

ITE Code	Land Use	# Units	Daily Trips	Peak Hour Trips
n/a	n/a	n/a	n/a	n/a
	Totals			

Include the following information for State & County roads impacted by the proposed development.

Road	Segment	Maximum Service Volume	LOS	Existing Peak Hour Volume	PM Peak Hour Trips Added	New Peak Hour Volume
CR 159	SR12-FL/GA	850	C	134	n/a	134

LOS standards do not apply to local roads. LOS information required may be obtained from the FDOT District 3 Level of Service Tables at http://www.fdot.gov/planning/systems/programs/SM/los/districts/district3/2016/Gadsden.pdf.

Public School Capacity:

Planning will calculate impact to LOS based on # of Residential units proposed.

Parks:

Planning will calculate impact to LOS based on # of Residential units proposed.

I hereby certify that the information contained in this application is true and accurate and that I am either the owner or the subject property, or am the authorized representative of the property owner in regards to this matter.

_____ I AM THE OWNER

x_____ I AM THE LEGAL AUTHORIZED REPRESENTATIVE OF THE OWNER (Reference attached Authorization to Represent submitted with the development application.)

Signature of Owner or Authorized Representative — Date: 3/4/2020

14. Gadsden County Citizens Growth Management and Planning Bill of Rights Neighborhood Plan:
    a. CBOR Submittal Requirements Check List
    b. Notice of Citizen's Bill of Rights Meeting, February 7, 2020
    c. Mailing List of Property Owners within 0.50 mile
    d. Mailing receipt
    e. Legal Advertisement
    f. Sign-In Sheet
    g. Email from Citizen
    h. Minutes from CBOR Meeting

Gadsden County
Citizens Growth Management and Planning
Bill Of Rights

Submittal Requirements Check List

Applicants are responsible for Public Hearing Notice & Advertisements

The following items must be addressed and written verification provided with applications requiring Planning Commission review and Board of County Commission Approval pursuant to Ordinance #2010-05:

Check List

1. ___✓___ Date of the CBR meeting (within 90 days of application).
2. ___✓___ Copy of the Mailing List to Property Owners within 0.50 of a mile from the subject parcels
3. ___✓___ Copy of receipt for mailing receipt verifying the date & number of pieces mailed.
4. ___✓___ Copy of legal advertisement from the closest local newspaper: Twin City New (Chattahoochee), Gadsden County Times (Quincy), and Havana Herald (Havana).
   1. Gadsden County Times - advertising@gadsdenotimes.com
   2. Havana Herald - nick@havanaherald.net
   3. Twin City News - tcnews@fairpoint.net
5. The advertisement should include the following information:
   i. A title. For example, "You are invited to attend a Public Meeting to discuss (development name & description) as required by the Gadsden County Growth Management and Planning Bill of Rights."
   ii. A location map indicating the subject property and properties within a 0.50 radius or greater sufficient so that the location can be identified.
   iii. The date, time, place of the meeting
6. ___✓___ Copy of Sign-up Sheet with the Name, Address & Phone numbers of attendees
7. ___✓___ A summary of the meeting that identifies issues raised and/or discussed and whether they were resolved or not; and, how the plans incorporated and/or resolved the issues.

G:\Applications\Citizens Bill of Rights\Citizen Bill of Rights Checklist.doc

Notice of Citizen's Bill of Rights Meeting

A meeting will be held at 732 S. Pat Thomas Parkway Quincy, FL in the Bill McGill Gadsden County Public Library front large conference room on Friday, February 7, 2020 beginning at 4:00PM ending at 5:00PM to discuss a proposed special use application for new 250 ft. telecommunications tower and facility located at 84 Triple H Lane, Havana, Florida, parcel ID 2-21-3N-2W-0000-00230-0000.

If you are unable to attend or have any questions, please call:

Hopping Green & Sams, (850) 222-7500
Ask for Robert Volpe

ARMESTO MARK J & LOU A
1133 BLACKHAWK WAY
TALLAHASSEE, FL 32312

ARMESTO MARK J
C/O 1133 BLACKHAWK WAY
TALLAHASSEE, FL 32312-5123

BROCK NELLE YAWN
4152 SALEM RD
HAVANA, FL 32333

BROWN CHARLES K & SUSAN T
4301 KIMBERLY CIRCLE
TALLAHASSEE, FL 32309

CEMETERY
.
QUINCY, FL 32351

CLARK CHARLES B, SR & JULIA E
308 POTTER WOODBERRY ROAD
HAVANA, FL 32333

CURVEY STEPHEN P
366 ARMESTO RD
HAVANA, FL 32333

DONOHOE ROBERT M AND CONNIE S
130 RABBIT POND RD
HAVANA, FL 32333

EDWIN A JOYCE JR FAMILY TR &
MARY DALE JOYCE
620 LAKE AVENUE
ALTAMONTE SPRINGS, FL 32701

FRASER RALPH E
155 FRANCES DR
HAVANA, FL 32333-8635

GRUBBS ARTHUR & SABRINA
3897 SALEM RD
HAVANA, FL 32333-3868

HARRISON THELMA HIERS
92 TRIPLE H LN
HAVANA, FL 32333

HEUSDENS CALVIN & JENNIFER
199 RABBIT POND RD
HAVANA, FL 32333

HEUSDENS CALVIN W & JENNIFER J
199 RABBIT POND RD
HAVANA, FL 32333

HIERS MARY E AND PEGGY HIERS
89 TRIPLE H LN
HAVANA, FL 32333

HIERS MARY
89 TRIPLE H LANE
HAVANA, FL 32333

HIERS W T JR & MARGARETTE D
92 TRIPLE H LANE
HAVANA, FL 32333

HIERS W TURNER JR
92 TRIPLE H LANE
HAVANA, FL 32333

KING BOBBY C & JANE L TRUST
6502 26TH ST W
BRADENTON, FL 34207

KING BOBBY C & JANE L TRUST
6502 26TH ST W
BRADENTON, FL 34207-5106

KNIGHT DIANA D
3136 SALEM RD
HAVANA, FL 32333

LASLIE CHARLES R
3058 SALEM ROAD
HAVANA, FL 32333

LONGLEAF HOLDINGS OF N FLA LLC
178 MAY NURSERY RD
HAVANA, FL 32333

MANRY SAMUEL D
55 RABBIT POND RD
HAVANA, FL 32333

MAXWELL DAVID C
520 POTTER WOODBERRY ROAD
HAVANA, FL 32333

MOORE JEFFERY & KATHERINE
271 POTTER WOODBERRY RD
HAVANA, FL 32333

MOORE JEFFERY E & KATHERINE W
271 POTTER WOODBERRY RD
HAVANA, FL 32333

MOORE JEFFERY E & KATHERINE W
271 POTTER WOODBERRY ROAD
HAVANA, FL 32333

NELSON DONNA B
3176 SALEM RD
HAVANA, FL 32333

NELSON DONNA B
3176 SALEN ROAD
HAVANA, FL 32333

O'NEAL MARGARET
4120 SALEM ROAD
HAVANA, FL 32333

PONDEROSA FIVE LLC
C/O HELEN KIMBERLY POPE
620 LAKE AVE
ALTAMONTE SPRINGS, FL 32701

RASKY GEORGE AND STACEY
281 POTTER WOODBERRY ROAD
HAVANA, FL 32333

ROWAN P BRENT AND SONDRA C
75 POTTER WOODBERRY ROAD
HAVANA, FL 32333

ROWAN PETER BRENT AND
ROWAN SONDRA
75 POTTER WOODBERRY RD
HAVANA, FL 32333

SNYDER JEFFERY A
3791 SALEM RD
HAVANA, FL 32333

SWAMP CREEK PRESERVE, INC
5926 MILLER LANDING COVE
TALLAHASSEE, FL 32312

THARPE AUBREY D & HAZEL B
190 PINEVIEW ROAD
GRAY, GA 31032

THARPE AUBREY D & HAZEL
190 PINEVIEW RD
GRAY, GA 31032

THARPE HAZEL B
190 PINEVIEW RD
GRAY, GA 31032

THOMAS PAMELA K
3983 SALEM RD
HAVANA, FL 32333

PARK AVENUE
221 W PARK AVE
TALLAHASSEE, FL 32301-7700
118892-0683
(800)275-8777
01/23/2020 01:53 PM

Product	Qty	Unit Price	Price
PurpleHeartMedal	30	$0.55	$16.50
Total:			$16.50

Credit Card Remitd $16.50
(Card Name:VISA)
(Account #:XXXXXXXXXXXX1418)
(Approval #:074549)
(Transaction #:834)
(AID:A0000000031010 Chip)
(AL:VISA CREDIT)
(PIN:Not Required)

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
Track your Packages
Sign up for FREE @
www.informeddelivery.com

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

HELP US SERVE YOU BETTER

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

Go to:
https://postalexperience.com/Pos

840-5320-0104-003-00021-60270-01

or scan this code with
your mobile device:

or call 1-800-410-7420.

YOUR OPINION COUNTS

Receipt #: 840-53200104-3-2160270-1
Clerk: 77

THE HERALD
PUBLISHED WEEKLY
HAVANA, GADSDEN COUNTY, FLORIDA

State of Florida
County of Gadsden

Before the undersigned personally appeared Mark Pettus, who on oath says that he is the publisher of The Herald, a weekly newspaper published at Havana, in Gadsden County, Florida; that the attached copy of advertisement, being a Legal in the matter of

Notice of Citizens' Bill of Rights Meeting

In the _____ Court, was published in said newspaper in the issues of _____

January 23, 2020

Affiant further says that the said The Herald is a newspaper published at Havana, in said Gadsden County, Florida, and that the said newspaper has heretofore been continuously published in said Gadsden County, Florida, each week and has been entered as second class mail matter at the post office in Havana, in said Gadsden County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporations any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 24

day of January, A.D. 2020

COLLEEN SPERRY
MY COMMISSION # GG233268
EXPIRES June 28, 2022

(SEAL) Notary Public

Notice of Citizen's Bill of Rights Meeting

A meeting will be held at 732 S. Pat Thomas Parkway Quincy, FL in the Bill McGill Gadsden County Public Library front large conference room on Friday, February 7, 2020 beginning at 4:00PM ending at 5:00PM to discuss a proposed special use application for new 250 ft. telecommunications tower and facility located at 84 Triple H Lane, Havana, Florida, parcel ID 2-21-3N-2W-0000-00230-0000.

If you are unable to attend or have any questions, please call:
Hopping Green & Sams, (850) 222-7500
Ask for Robert Volpe

Priority News Inc.
103 W. 7th Ave.
Havana, FL 32333
(850) 539-6586
mail@prioritynews.net

THE HERALD
Havana Printing & Office Supply
HAVANA PUBLISHING

BILL TO
KENDA BAXTER
HOPPING GREEN AND SAMS
PA
119 South Monroe
Street, Suite 300
TALLAHASSEE, FL 32301

INVOICE # 6336
DATE 01/21/2020
DUE DATE 01/21/2020
TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/21/2020	**ROP Advertisement** ROP Print Ad (QTY = Column Inches) THE HERALD /NOTICE OF CITIZENS' BILL OF RIGHTS MEETING / 3X	16.50	7.00	115.50

PAID

Effective July 1, 2018 we are transitioning to electronic billing. Please send your current email address to billing@prioritynews.net.
Customers who do not have an email on file will continue to receive paper invoices and statements. Beginning August 1, 2018 a $1.00 printing and mailing fee will be added to each paper invoice and statement.

PAYMENT	115.50
BALANCE DUE	**$0.00**

Sign In Sheet

Gadsden County – Citizen's Bill of Rights Meeting
Friday, February 7, 2020 at 4 PM

Special Use Application for New 250 ft. Telecommunications Tower & Facility
at 84 Triple H Lane, Havana, FL in Gadsden County, Florida
(Property ID# 2-21-3N-2W-0000-00230-0000).

Print Name	Address	Phone
TURNER HIERS	92 TRIPLE H LANE	850-539-5293
Peggy Hiers	92 Triple H Ln., Havana	"
STEPHEN CURVEY	366 ARMESTO RD. HAVANA	850 539 2924

Ref: Havana North

Robert Volpe

From: Stacey Rasky <smr@heathrasky.com>
Sent: Sunday, January 26, 2020 12:44 PM
To: Robert Volpe
Subject: Havana Tower

Hello Robert

Please for the love of god tell me this tower will be bringing in cell coverage for this area?!

Stacey Rasky
Heath & Rasky, P.A.

Sent from my iPhone

Citizen's Bill of Rights Meeting - Havana North

DATE: February 7, 2020

LOCATION: Bill McGill Gadsden County Public Library, 732 S. Pat Thomas Parkway, Quincy, Florida

CONVENED: 4:00 PM

ADJOURNED: 5:00 PM

DOCUMENTS PROVIDED FOR PUBLIC REVIEW:

1. Aerial Map and Site Information from Gadsden County Property Appraiser
2. Proposed Site Plans
3. RF Engineering Support Materials
4. Tower Site Candidate Location Analysis
5. CBOR Meeting notices - published and mailed

IN ATTENDANCE: Robert Volpe, Hopping Green & Sams (Agent of Applicant); Turner Hiers (Property Owner); Peggy Hiers (Property Owner); Stephen Curvey (Neighbor)

CONCERNS RAISED DURING MEETING:

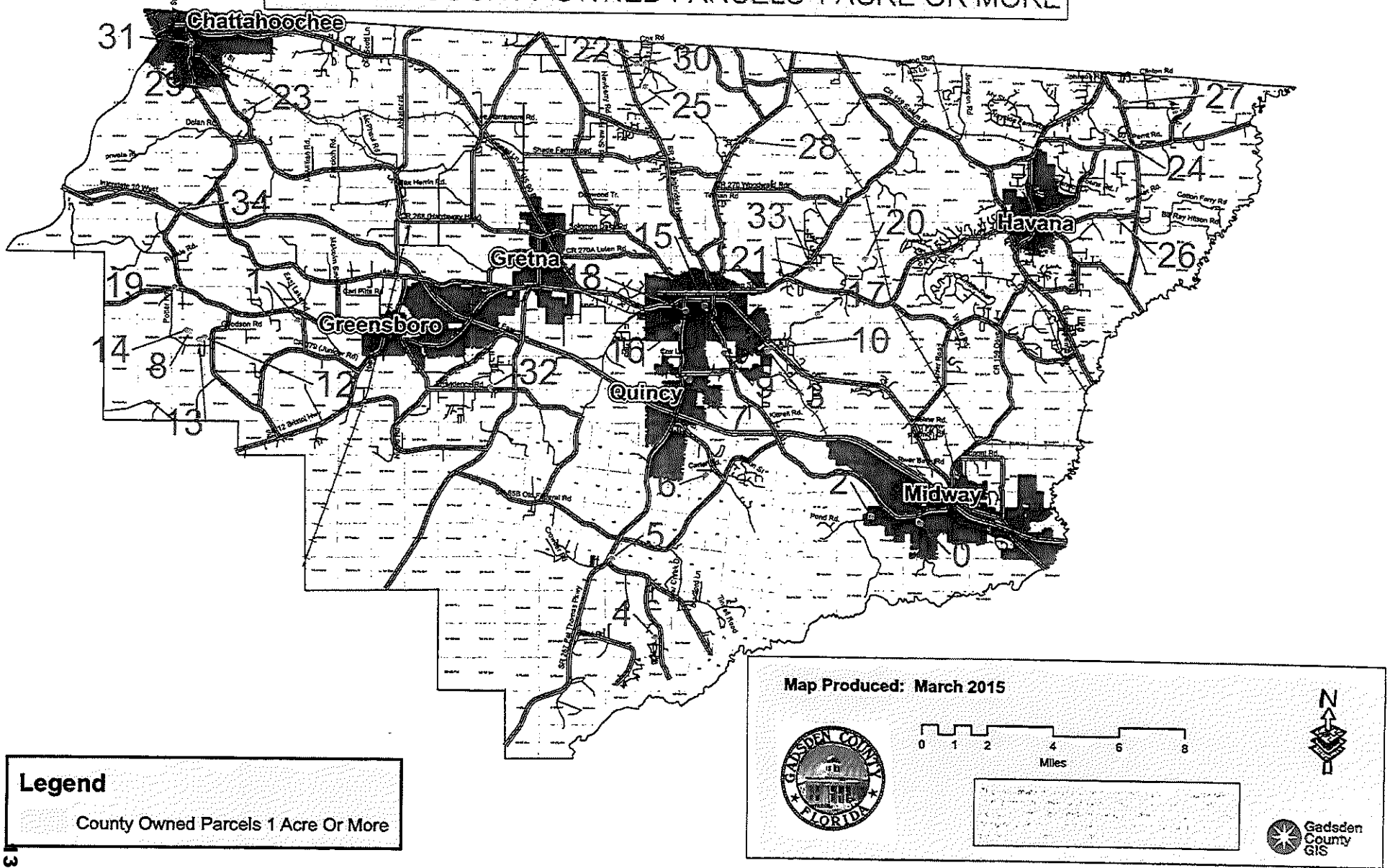
1. Mr. Curvey raised concerns about the health impacts of RF frequency emitted from the proposed tower. After reviewing the location of the proposed tower, he was no longer concerned.

OTHER TOPICS DISCUSSED: Attendees discussed the application process and cell phone service in the area.

MINUTES PREPARED BY: Robert Volpe

SIGNATURE: _____

GADSDEN COUNTY OWNED PARCELS 1 ACRE OR MORE



#11

Post Office Box 1679
Quincy, Florida
32353-1679
Quincy: (850) 627-7651

TALQUIN
ELECTRIC COOPERATIVE, INC.
WATER & WASTEWATER, INC.

1640 West Jefferson Street
Quincy, Florida
32351-5679
Tallahassee: (850) 878-4414

#12

March 10, 2019

MEMORANDUM
RE: 84 Triple H Road

To: Jill Jeglie

From: RaSarah Browder Johnson, Development Coordinator (On Behalf of Talquin Engineering and Water Department)

Please refer to Page 10 (Sheet Z-4) of the plan set attached for proposed electric utility design & comments related to this project. We will need a load form, easements & an on-site pre-construction meeting with Tower contractor & site Engineer prior to the Installation/commencement of any on-site electric work by Talquin. Additionally, if any temporary power is required for tower construction then an application for service is required & should be coordinated with our Area Staking Engineer. A request for permanent electric service will be need well in advance in order to coordinate the activation of the tower lighting once the tower is completed.

We do not have Water in the area.