



Agenda
Special Meeting
of the Mary Esther Local Planning Agency
April 7, 2025 - 5:00 PM
195 Christobal Road – North, Mary Esther, FL 32569

1. **INVOCATION**
2. **CALL TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **ADMINISTRATION OF OATH TO THOSE PERSONS TESTIFYING**
6. **ITEMS FOR CONSIDERATION**
 - 6.1. **Conditional Use Permit for Privacy Fence- 161 W. Miracle Strip Parkway**
7. **ADJOURN**

******* PLEASE TURN OFF OR SILENCE ALL CELL PHONES *******

VIEWING ONLINE

To watch the meetings virtually, citizens may log onto the city's website (www.cityofmaryesther.com), click the "Public Meetings" section, and select the meeting they would like to watch.

NOTES:

- 1) *Adjournment with continuation on the following day at 6:00 PM may be called if the meeting proceeds past 6:00 PM.*
- 2) *The City does not keep verbatim minutes as a matter of record. If a person decides to appeal any decision made by the Local Planning Agency with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. See Florida Statute 286.0105*
- 3) *Any invocation that may be offered before the official start of the Local Planning Agency meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Local Planning Agency. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Local Planning Agency, and the Local Planning Agency is not allowed by law to endorse the religious beliefs or views of this or any other speaker.*

AGENDA ITEM

Agenda Item 6.1.

TO: Honorable Mayor and Members of the City Council

FROM: Tyler Reed, Community Development Director

DATE: April 7, 2025

SUBJECT: Conditional Use Permit for Privacy Fence- 161 W. Miracle Strip Parkway

BACKGROUND:

The subject property, located at 161 W Miracle Strip Parkway, is enclosed by the Santa Rosa Sound to the south, a commercially zoned property to the north, and residential properties to the east and west. The property does not have frontage to a public or private Right-of-Way and is accessed through an easement via the adjacent property to the west. The subject property is zoned R-1- Single Family Residential with a Future Land Use of Low Density Residential.

The applicant, Theodore Graves, seeks approval to install a privacy fence with a gate that extends beyond the front elevation of his residence. The request is intended to enhance property security and privacy due to the unique positioning of the parcel. Given the property's landlocked configuration except through an easement, and its adjacency to commercial and residential uses, the applicant asserts that the fence is necessary for safety and delineation of property boundaries. The privacy fence will run along the eastern property line and will be a total of one hundred and eighty-two (182) feet long with a twelve (12) foot gate not to exceed a height of eight (8) feet. The applicant will need to apply for a building permit prior to installation.

DISCUSSION:

According to the applicable zoning regulations, conditional use permits may be granted based on the following criteria:

1. **Consistency with Comprehensive Plan** – The conditional use shall be consistent with all applicable provisions of the comprehensive plan. The proposed fence does not conflict with any future land use goals and aligns with residential privacy and security objectives.
2. **Impact on Adjacent Properties** – The conditional use shall not materially adversely affect adjacent properties. The fence will provide a clear boundary between properties without interfering with adjacent land uses. The fence will not block scenic views of adjacent properties. The fence will not be viewable from public right-of-way.
3. **Compatibility with Surrounding Uses** – The conditional use shall be compatible with existing and allowable uses of adjacent properties. The proposed fence is in keeping with standard residential measures.
4. **Adequacy of Public Facilities** – The application shall demonstrate that adequate public

facilities, including roads, drainage, potable water, sanitary sewer, and police and fire protection exist or will exist to serve the requested use. The proposed fence will not impact existing public utilities or services.

5. **Maintenance of the Structure** – The application shall demonstrate adequate provision for maintenance of the conditional use structure and associated structures. The applicant has acknowledged responsibility for the upkeep of the fence.
6. **Environmental Impact** – The applicant shall assure that the conditional use minimizes any and all adverse effects on the natural environment. The fence installation is not expected to disturb any significant environmental features. No existing protected trees will be removed for the installation.
7. **Traffic Congestion** – The conditional use shall not create undue traffic congestion. As the property is accessed through a private easement, the proposed fence will not interfere with roadway traffic. The fence will not block right-of-way and will allow for emergency and service vehicles to pass through the gate if needed.
8. **Public Health, Safety, and Welfare** – The conditional use shall not adversely affect the public health, safety, and welfare. The fence will enhance security and welfare without introducing safety hazards.
9. **Compliance with City Codes and Ordinances** – The conditional use shall conform to all applicable provisions of the city codes and ordinances. The applicant will ensure compliance with height and material requirements.

A conditional use permit shall be revoked when the applicant fails to comply with conditions imposed by the city council (Sec. 21-27).

The local planning agency (LPA) and the city council have the authority to impose conditions and safeguards as deemed necessary to protect and enhance the health, safety and welfare of the City of Mary Esther. The authorization of a conditional use permit may be based upon evidence presented by the requester. That evidence shall include the specific circumstances of the request and the assurance that such use will comply with the regulations and conditions specified in the Land Development Code (Sec. 21-27.d).

A conditional use permit shall be considered exercised when the use has been established or when a building permit has been issued and substantial construction completed. When such permit is abandoned or discontinued for a period of one (1) year from the date of issuance, it shall not be re-established, unless authorized by the city council (Sec. 21-27.e).

Upon sale or transfer of the property and/or buildings, the conditional use permit shall become void. If the new owner desires a conditional use, it must be requested as outlined in this section (Sec. 21-27).

Staff recommend the following conditions to be applied to the Conditional Use:

1. The fence and gate must comply with city height and material regulations, Standard Building Code, and applicable Code of Ordinances, not to supersede the allowance of this Conditional Use.

2. The fence shall not obstruct access to public first responders (i.e.; Police, Fire, Emergency Vehicles).
3. The fence shall not obstruct access to City officials to include public service providers, public works, and other City maintenance crews.
4. The applicant shall obtain all necessary building permits before installation.
5. The applicant must ensure that the fence does not interfere with drainage or utility easements, public works, public service providers, and other City Maintenance Crews.
6. If the fence does interfere with necessary access for emergency vehicles, or public maintenance services provided by the City, the applicant understands that partial removal of the fence may be necessary in the event of an emergency to protect the immediate loss of life and property where no reasonable means of alternative access is available. In such an emergency event, it will **NOT** be the City's responsibility to pay for the repair or reinstall of any sections removed. If it is the case that the situation is not an emergency, then the City will be responsible for any necessary repairs caused by emergency vehicles or public maintenance services.
7. If the gate is to have automation with passcode key-in access, the passcode or emergency access shall be given to all emergency agencies.
8. If the gate is to have automation, the gate shall be installed with a manual override in the event of power or mechanical failure.
9. No accessory locks (i.e.; chains, ropes, bike locks, pad locks, combination locks, etc.) shall be added to the gate at any time. If used, they shall be subject to removal at the owner's expense.
10. The gate and fence shall be maintained in working condition at all times by the owner of the subject property. If at any time the gate or fence is damaged, or becomes derelict, the subject property owner will have a maximum of thirty (30) days to make repairs, subject to possible building permit approval.

FINANCIAL IMPACT:

No anticipated financial impact on the City.

RECOMMENDATION:

Staff recommends that the Local Planning Agency make a recommendation to the City Council to approve the conditional use to allow a privacy fence with gate to extend the front elevation of the principal dwelling unit, subject to the conditions therein.

ATTACHMENT(S):

1. Exhibit A: Application
2. Exhibit B: Site Plan
3. Exhibit C: Aerial Photo
4. Exhibit D: Supporting Documents



CITY OF MARY ESTHER

195 CHRISTOBAL ROAD N.
MARY ESTHER, FL 32569

TELEPHONE (850) 243-3566 EXT.119

FAX (850) 243-0736

EMAIL:
CODE@CITYOFMARYESTHER.COM

CODE COMPLIANCE DEPARTMENT

CONDITIONAL USE PERMIT APPLICATION

Applicant: MTT Enterprises, LLC d/b/a MTT Fence & Deck

Mailing Address: 1257 Summit Lane, Gulf Breeze, FL 32563

Phone Number: 850.495.1148 Email Address: mttfence@gmail.com

Property Address of Proposed Development: 161 W Miracle Strip Pkwy

Parcel Number of Proposed Development: 17-2S-24-0000-0006-0000

Property Owner: Theodore Graves

Mailing Address: 161 W Miracle Strip Pkwy, Mary Esther, FL 32569

Phone Number: 850.259.8374 Email Address: theodore_graves@yahoo.com

Description of Conditional Use: Fence along Northern property line.

By signing below, I am certifying that I have read City of Mary Esther Code of Ordinances section 21-27 as attached hereto and understand that I must meet all requirements of said section for my request for a conditional use to be heard before the City of Mary Esther Local Planning Agency and voted on by the City Council. I understand that I am responsible for all costs of advertising and other costs that the City may incur such as consultant and legal review fees as it relates to my application. I understand that a non-refundable \$250.00 application fee and City consultant review fee of \$1,000.00 is due upon submittal of this application. Other fees incurred by the City will be invoiced to me and are due prior to the 1st public hearing.

Applicant: M. Taylor Thompson

Property Owner: Theodore Graves

Signature: *M. Taylor Thompson*

Signature: *Theodore Graves*

Date: February 6, 2025

Date: 2/6/25

Sec. 21-27. - Conditional uses

- (a) *General.* A conditional use permit may be obtained for specific uses as specified in Article 7.15.01.C, Article 7.15.02.C and Article 7.15.03.C of the Land Development Code (LDC).
- (b) *Applications.* All conditional use permit applications shall be submitted to the planning/zoning/code administrator. All applications shall be accompanied by maps, drawings, statements or other documents as set forth in section 21-27. The applicant shall pay an application fee in accordance with the current fee schedule.
- (c) *Public hearing.* Prior to issuance of a conditional use permit, or amending an existing permit, public hearings shall be held on the request in accordance with city codes and ordinances.
- (d) *Authorization.* The local planning agency (LPA) and the city council have the authority to impose conditions and safeguards as deemed necessary to protect and enhance the health, safety and welfare of the City of Mary Esther. The authorization of a conditional use permit may be based upon evidence presented by the requester. That evidence shall include the specific circumstances of the request and the assurance that such use will comply with the regulations and conditions specified in the Land Development Code.
- (e) *Expiration and revocation.* A conditional use permit shall be considered exercised when the use has been established or when a building permit has been issued and substantial construction completed. When such permit is abandoned or discontinued for a period of one (1) year from the date of issuance, it shall not be re-established, unless authorized by the city council.

A conditional use permit shall be revoked when the applicant fails to comply with conditions imposed by the city council.

Upon sale or transfer of the property and/or buildings, the conditional use permit shall become void. If the new owner desires a conditional use, it must be requested as outlined in this section.

- (f) *Amendments.* An amendment to an approved conditional use permit shall be submitted to the planning/zoning/code administrator accompanied by supporting information. The city council shall review the amendment and may grant, deny or amend such amendment and impose any conditions deemed necessary.
- (g) *Request for conditional use review criteria.* An application for a conditional use permit shall be presented first to the local planning agency (LPA) and then to the city council. The LPA shall send the application for a conditional use permit to the city council with its recommendation for ruling. The city council may approve, approve with conditions, or deny the request with or without comment. Each application for a conditional use permit shall be consistent with and establish all of the minimum criteria set forth below:
 - (1) The conditional use shall be consistent with all applicable provisions of the comprehensive plan;
 - (2) The conditional use shall not materially adversely affect adjacent properties;
 - (3) The conditional use shall be compatible with existing and allowable uses of adjacent properties;
 - (4) The application for a conditional use permit shall demonstrate that adequate public facilities, including roads, drainage, potable water, sanitary sewer and police and fire protection exist or will exist to serve the requested use at the time such facilities are needed;

- (5) The application for a conditional use permit shall demonstrate adequate provision for maintenance of the conditional use structure and associated structures;
- (6) The applicant shall assure that the conditional use minimize any and all adverse effects on the natural environment;
- (7) The conditional use shall not create undue traffic congestion;
- (8) The conditional use shall not adversely affect the public health, safety and welfare; and
- (9) The conditional use shall conform to all applicable provisions of the city codes and ordinances.

The burden is on the applicant to establish that the conditional use satisfies the requirements/criteria set forth above. The city council, in its sole discretion, may deny the request for the conditional use permit if it believes that the applicant has not satisfied its burden.

- (h) *Documentation required.* No conditional use permit application shall be accepted as complete unless the following information is provided:
- (1) A properly completed and signed application form and payment of the appropriate fee. The property owner(s) must sign the application. A surrogate's signature will not be acceptable.
 - (2) A narrative description of the property upon which the conditional use shall be exercised that includes the tax map and parcel number or, in the case of a recorded subdivision, the subdivision name, section, block, and lot number.
 - (3) A narrative description of the proposed conditional use(s) of the property.
 - (4) An eleven-inch by seventeen-inch site plan, prepared to a scale to show all existing and proposed physical improvements and such other information as is necessary to clearly identify to the local planning agency and to the city council the nature of the conditional use.
 - (5) Property owner's signature or written consent, if different from the requester.
 - (6) Any other information as requested by city officials or their attorneys to justify the conditional use permit.
 - (7) Current tax bill and evidence of payment up to the time of the requested submittal date.

STOKES & STOKES, P.C.

WILLIAM R. STOKES, JR. *

WILLIAM D. STOKES *

*ALSO ADMITTED IN FLORIDA

ATTORNEYS AT LAW
411 EVERGREEN AVENUE
P.O. Box 954
BREWTON, ALABAMA 36427
(251) 867-7755
FAX (251) 867-7757

WM. ROY STOKES
(1932-2009)

JOSEPH B. BROGDEN
RETIRED

SENDER'S EMAIL: WSTOKES@WRSTOKESLAW.COM

February 12, 2025

VIA EMAIL AND HAND DELIVERY

treed@cityofmaryesther.com

Tyler Reed, Community Development Director
City of Mary Esther
195 Christobal Road, North
Mary Esther, FL 32569

**RE: Application for residential fence permit
161 W. Miracle Strip Pkwy; Okaloosa Co. Parcel Ref: 17-2S-24-0000-0006-0000**

Dear Mr. Reed:

I represent Theodore and Gita Graves regarding their application for a conditional use fence permit as referenced above. Thank you for speaking with me recently concerning this matter. Mr. and Mrs. Graves also appreciate the pre-application meeting that you held with them last year. They intend to occupy the subject property as their primary residence once they complete redevelopment.

My clients' completed application documents for the fence permit along with a check in the amount of \$1,250.00 for the review fee are enclosed under cover of this letter. I am providing this letter to summarize the Graves' fence construction goals for their property as documented in the enclosed submittals. Please accept this package as our formal submission to the City of Mary Esther ("City") for consideration of the Local Planning Agency and issuance of the conditional use permit by City Council. These application documents are regular in form and meet all requisite elements of the City's Code of Ordinances and Comprehensive Plan. See Code Section 21-27 (Conditional Uses); LDC Sections 7.15.01 (Single-Family Residential District), and 7.16.00 (Conditional Uses); see also Article VI (Fences). Therefore, we respectfully request that the City issue the requested permit forthwith after due notice and publication in accordance with the governing criteria set forth in the Code.

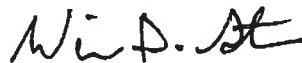
The fence complies with applicable zoning regulations for R-1 residential and is consistent with development patterns on surrounding residential properties in the vicinity. The fence will be constructed by a professional licensed contractor in accordance with industry standards and applicable building codes. The enclosed site plan shows that the requested privacy fence will continue to accommodate public first responder access (*i.e.*, City police and fire personnel) through the subject property via a gate in the fence depicted on the site plan.

The fence will not unlawfully impair any adjacent landowner's use and enjoyment of their own private properties. However, the gate shall only be accessible by City personnel in times of emergency and shall not be for use by any adjacent private landowners or other third parties. Any claims by private parties to use of the Graves' property for access (or for any other private purpose) are outside the scope of this governmental permit review.

Thank you for your time and consideration in this matter. This is a straightforward permit application that is due to be granted under Florida law. Of course, I will be available to answer any questions or address any concerns of City representatives on behalf of the Graves family if needed. Please let us know should any further information be needed in connection with this application.

With kind regards, I remain

Sincerely yours,



William D. Stokes

WDS/wp

Enclosures (6)

cc: (all via email only)
Kelvin Cherry, Code Compliance Officer
(kcherry@cityofmaryesther.com)

Ted Graves
(theodore_graves@yahoo.com)

M. Taylor Thompson, MTT Fence & Deck
(mttfence@gmail.com)

Okaloosa County Property Appraiser

Parcel Summary

Parcel ID 17-2S-24-0000-0006-0000
Location Address 161 W MIRACLE STRIP PKWY
 MARY ESTHER 32569
Neighborhood 242204.00
Brief Tax Description BEG SE COR LOT 6 AT W/E N 350 FT W 100 FT S 350 FT E
 (Note: The Description above is not to be used on legal documents.)
Property Use Code SINGLE FAMILY
Sec-Twp-Rng 17-25-24
Tax District 5-Mary Esther
Millage Rate 14.2577
Acreage 0
Homestead False
 (Note: True=Yes, False=No)
Acreage (GIS) 0.86

[View Map](#)

Owner Information

GRAVES THEODORE & GITA GRAVES GITA
 16 WINDY LANE
 MARY ESTHER FL 32569

Address Change Form

Address Change Form

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
Building Value	\$150,803	\$151,833	\$134,621	\$86,832	\$80,756
Extra Features Value	\$5,725	\$5,725	\$5,404	\$5,243	\$5,350
Land Value	\$431,549	\$431,549	\$384,111	\$311,778	\$305,635
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$431,549	\$0	\$0	\$0	\$0
Just (Market) Value	\$588,077	\$589,107	\$524,136	\$403,853	\$391,741
Assessed Value	\$457,730	\$444,398	\$431,454	\$372,490	\$367,347
Exempt Value	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Taxable Value	\$407,730	\$394,398	\$381,454	\$322,490	\$317,347
Maximum Save Our Homes Portability	\$130,347	\$144,709	\$92,682	\$31,363	\$24,394

2024 TRIM Notice

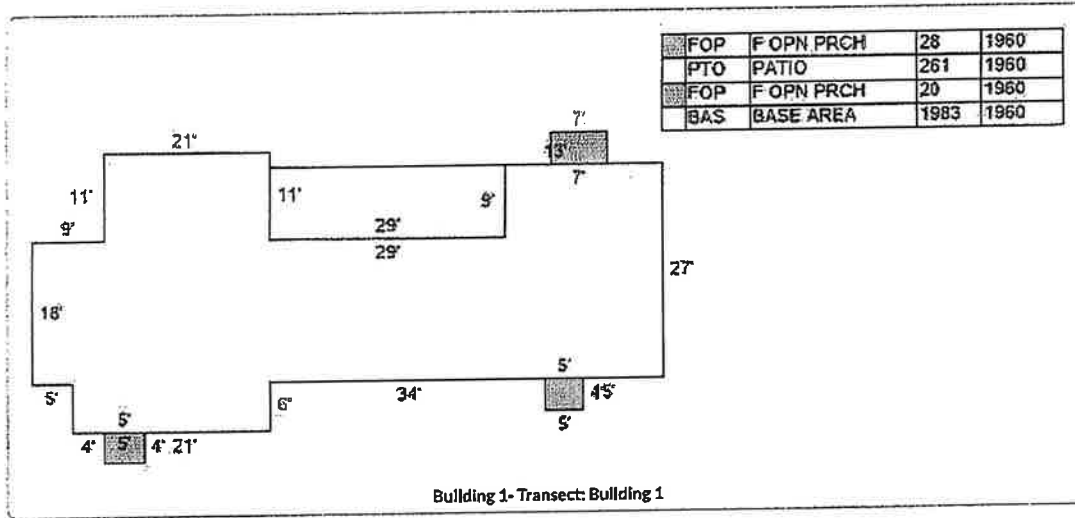
[Click Here to view the 2024 TRIM Notice \(PDF\)](#)

Homestead Application

Apply for Homestead Exemption

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
000133 - SFR SOUND	100	FF	100	350



[Print Sketches](#)

Generate Owner List by Radius

Distance:

Use Address From:

 Owner
 Property

Select export file format:

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

[Download](#)

 Show All Owners
 Show Parcel ID on Label
 Skdp Labels:

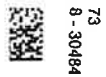
The Okaloosa County Property Appraiser's Office (OCPA) makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Current year assessments are as of January 1st and are based on previous year sales activity. All website information is subject to change.

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 Last Data Upload: 2/1/2025, 6:13:36 AM

[Contact Us](#)



ACCOUNT NUMBER	ESCROW CD	MILLAGE CD	ALTERNATE KEY	PROPERTY ADDRESS
172S2400000060000	LE-37730	ME	1074074	161 W MIRACLE STRIP PKWY



GRAVES THEODORE & GITA
161 W MIRACLE STRIP PKWY
MARY ESTHER FL 32569-1900

BEG SE COR LOT 6 AT W/E N 350 FT
W 100 FT S 350 FT E 100 FT TO
BEG NOTE: SECTION LINE
REFERENCED APPEARS TO BE W LINE
OF MACINTIRE S/D



AD VALOREM TAXES

LEVYING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OKALOOSA COUNTY BD OF CO COMMS	0.14400	\$457,730	\$50,000	\$407,730	\$58.71
CAPITAL OUTLAY	3.66290	\$457,730	\$50,000	\$407,730	\$1,493.47
GENERAL	0.02390	\$457,730	\$50,000	\$407,730	\$9.75
COUNTY PUBLIC HEALTH UNIT	0.02390	\$457,730	\$50,000	\$407,730	\$9.75
SCHOOL LOCAL	2.24800	\$457,730	\$25,000	\$432,730	\$972.78
SCHOOL STATE	3.13100	\$457,730	\$25,000	\$432,730	\$1,354.88
THURSTON WATER DISTRICT	0.02180	\$457,730	\$50,000	\$407,730	\$8.89
TOWN OF MARY ESTHER	5.02610	\$457,730	\$50,000	\$407,730	\$2,049.29

EXEMPTIONS APPLIED: ADDTL HOMESTEAD, HOMESTEAD EXEMPTION

TOTAL MILLAGE 14.25770 **AD VALOREM TAXES** \$5,947.77

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OkaloosaTax.com

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SAVE 2%

SAVE 1%

POSTMARKED BY:
PLEASE PAY ONLY
ONE AMOUNT

Nov 30, 2024
\$5,709.86

Dec 31, 2024
\$5,769.34

Jan 31, 2025
\$5,828.81

Feb 28, 2025
\$5,888.29

Mar 31, 2025
\$5,947.77

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS		
COMBINED TAXES AND ASSESSMENTS		\$5,947.77

RETAIN THIS PORTION FOR YOUR RECORDS

AFTER MARCH 31ST, TAXES MUST BE PAID BY CASH, CASHIER'S CHECK OR MONEY ORDER
PLEASE MAKE CHECKS PAYABLE TO BEN ANDERSON TAX COLLECTOR. MAIL PAYMENTS TO P.O. BOX 1390, NICEVILLE, FL 32588

ACCOUNT NUMBER	PROPERTY ADDRESS
72S24000000060000	161 W MIRACLE STRIP PKWY
ALTERNATE KEY	PRIOR TO MARCH 31ST TAXES CAN BE PAID WITH CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK.
1074074	

PAY ONLINE
OkaloosaTax.com

PAY BY MAIL
P.O. BOX 1390
Niceville, FL 32588

PAY ONLY ONE AMOUNT

Nov 30, 2024
\$5,709.86

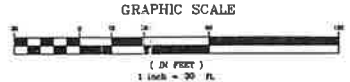
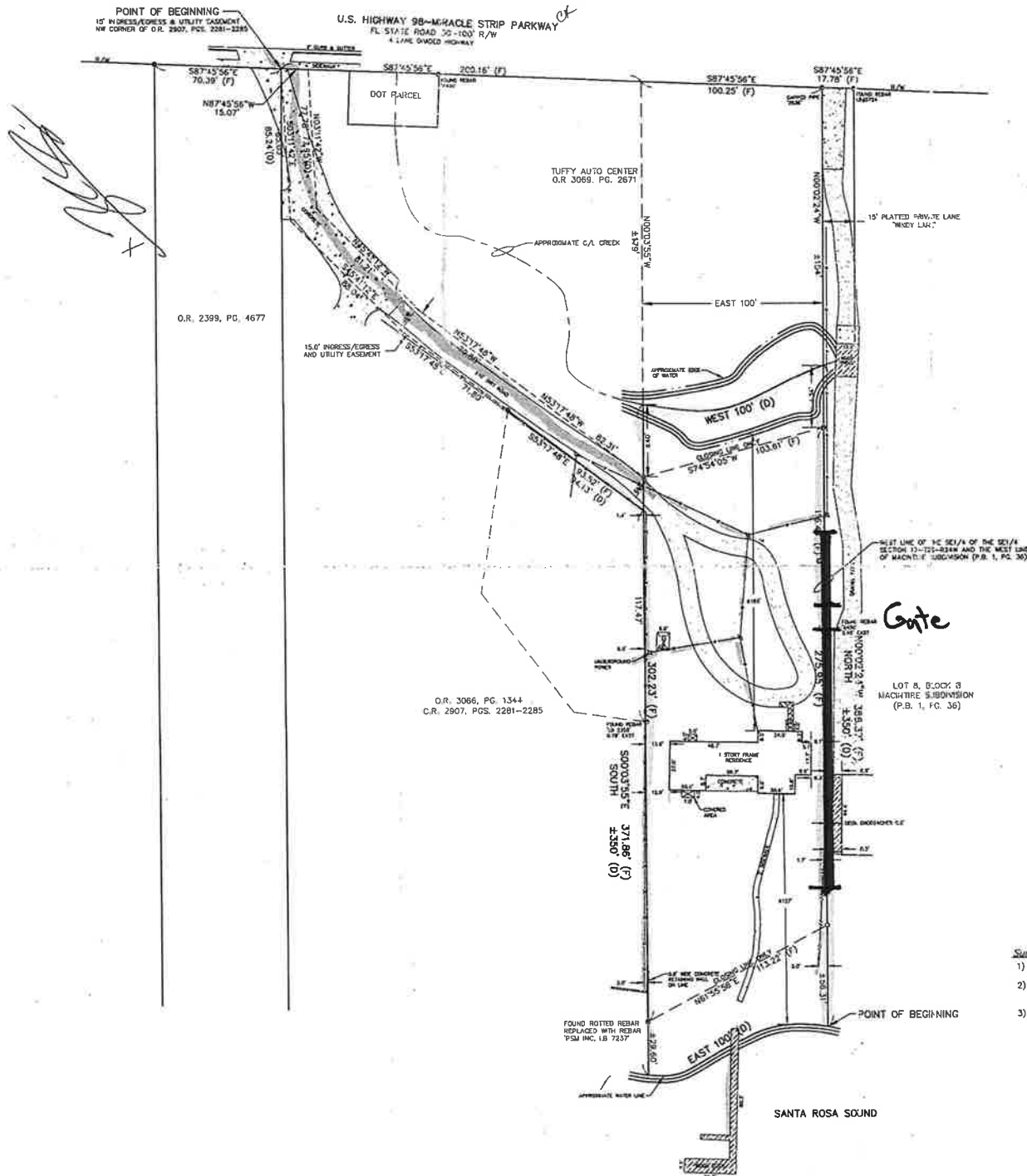
Dec 31, 2024
\$5,769.34

Jan 31, 2025
\$5,828.81

Feb 28, 2025
\$5,888.29

Mar 31, 2025
\$5,947.77

DUE DATE IS DETERMINED BY POSTMARK



- Legend:**
- 4"x4" Concrete Monument found, no identification
 - 1/2" Rebar found, no identification
 - Rebar found, identification as shown
 - 1/2" Iron Pipe found, no identification
 - 5/8" Rebar set, cap PGM, L# 7237
 - Distance out as seen to stone
 - Power Pole
 - Downed Power Line
 - - - Wire Fence (not shown to scale)
 - Board Fence (not shown to scale)
 - Water Meter
 - Dry Anchor
 - Nail Measurement
 - (P) Pull Measurement
 - (D) Dead Measurement
 - (C) Calculated Measurement
 - PSM Professional Surveyor and Mapper
 - LS Licensed Business
 - PRM Permanent Reference Monument
 - RLS Registered Land Surveyor
 - R/W Right of Way

Description: (AS RECORDED)
 ONE CERTAIN PARCEL OF LAND ON THE EAST SIDE OF LOT NO. 6, SECTION 17, TOWNSHIP 2 SOUTH, RANGE 24 WEST, FURTHER DESCRIBED AS FOLLOWS: -- BEGINNING AT THE WATERS EDGE OF SANTA ROSA SOUND IN THE SE1/4 OF THE SE1/4 OF SECTION 17, TOWNSHIP 2 SOUTH, RANGE 24 WEST, AND RUNNING NORTH ALONG THE SECTION LINE BETWEEN SECTIONS 16 AND 17, A DISTANCE OF 350 FEET, MORE OR LESS, TO THE CENTER OF THE CREEK, THENCE RUNNING WEST A DISTANCE OF 100 FEET, THENCE RUNNING SOUTH A DISTANCE OF 350 FEET, MORE OR LESS, TO THE WATERS EDGE, THENCE RUNNING EAST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING, ALL BEING IN LOT NO. 6, SECTION 17, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA.

Survey Report:

- 1) BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST OF WESTERLY ADJACENT PROPERTY AS RECORDED IN D.R. BOOK 3066, PG. 1344.
- 2) NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY PASCOE SURVEYING & MAPPING, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS, OR APPARENT USE DOES NOT EXIST.
- 3) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Certified To:
 OLD SOUTH TITLE COMPANY
 CHICAGO TITLE INSURANCE COMPANY
 CAROLINE P. RYAN

BOUNDARY SURVEY

PREPARED FOR: CAROLINE P. RYAN
 121 MIRACLE STRIP PARKWAY
 MARY ESTHER, FL 32569

RECORDS: _____

I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Engineers, Registered Professional Surveyors and Professional Land Surveyors, effective 5-1-17, 2020, and 5-1-17, 2021, pursuant to Section 477.007, Florida Statutes.

Date: 9/11/15
 Signature: _____
 (Block E. Pascoe, Registered Surveyor & Mapper, License No. 2815)

Job No.: 2015-150
 Order No.: N/A
 Date: 1 SEPT 15
 Scale: 1" = 30'
 Plat. Vol.: 65/A2-44
 Plat. No.: PSM2015/Tuffy
 Drawn: BIP
 Checked: BIP
 Sheet: _____

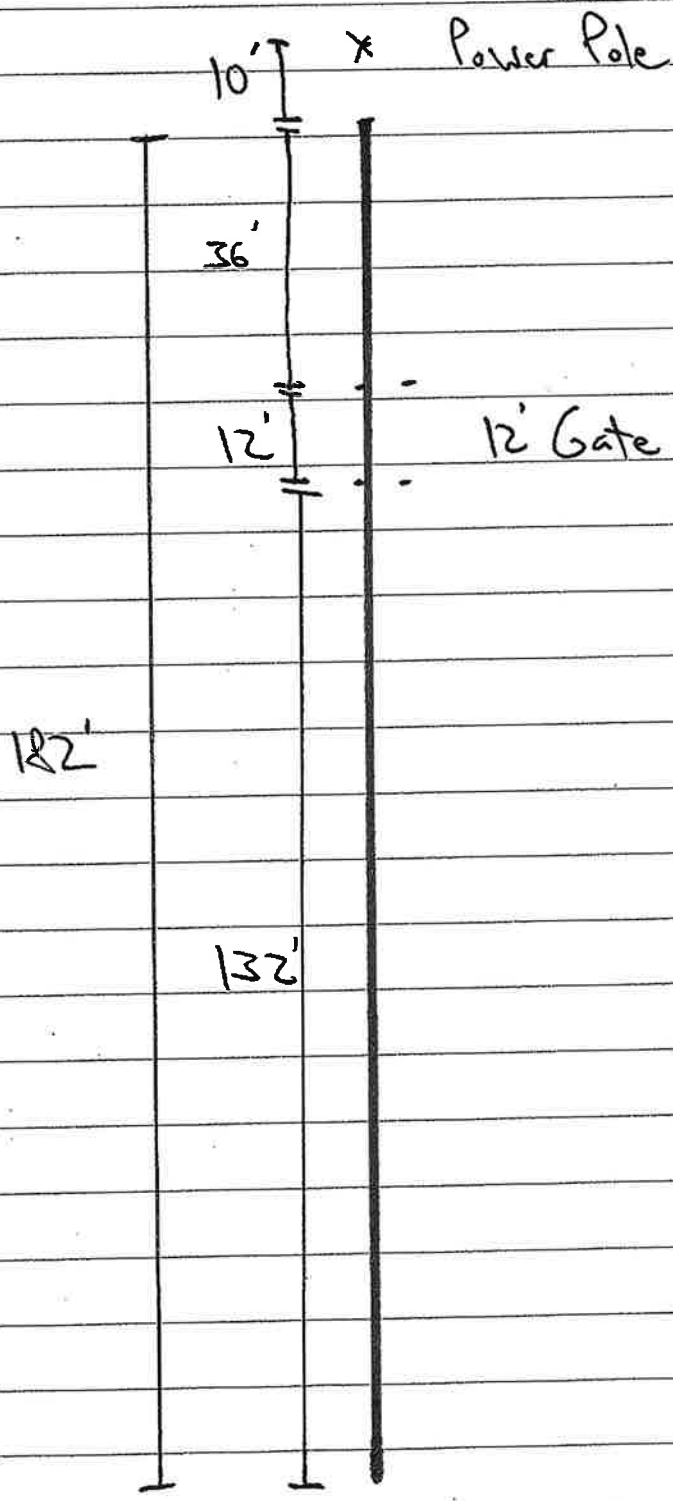
1 of 1

PSM

PASCOE SURVEYING & MAPPING, INC.

13 TWISTED OAK TRAIL
 SHALIMAR, FLORIDA 32578
 PHONE: 850-651-4200
 FAX: 850-651-4222
 EMAIL: brian@pascoesurveying.com

CERTIFICATE OF AUTHORIZATION NO. 7237



Ad Preview

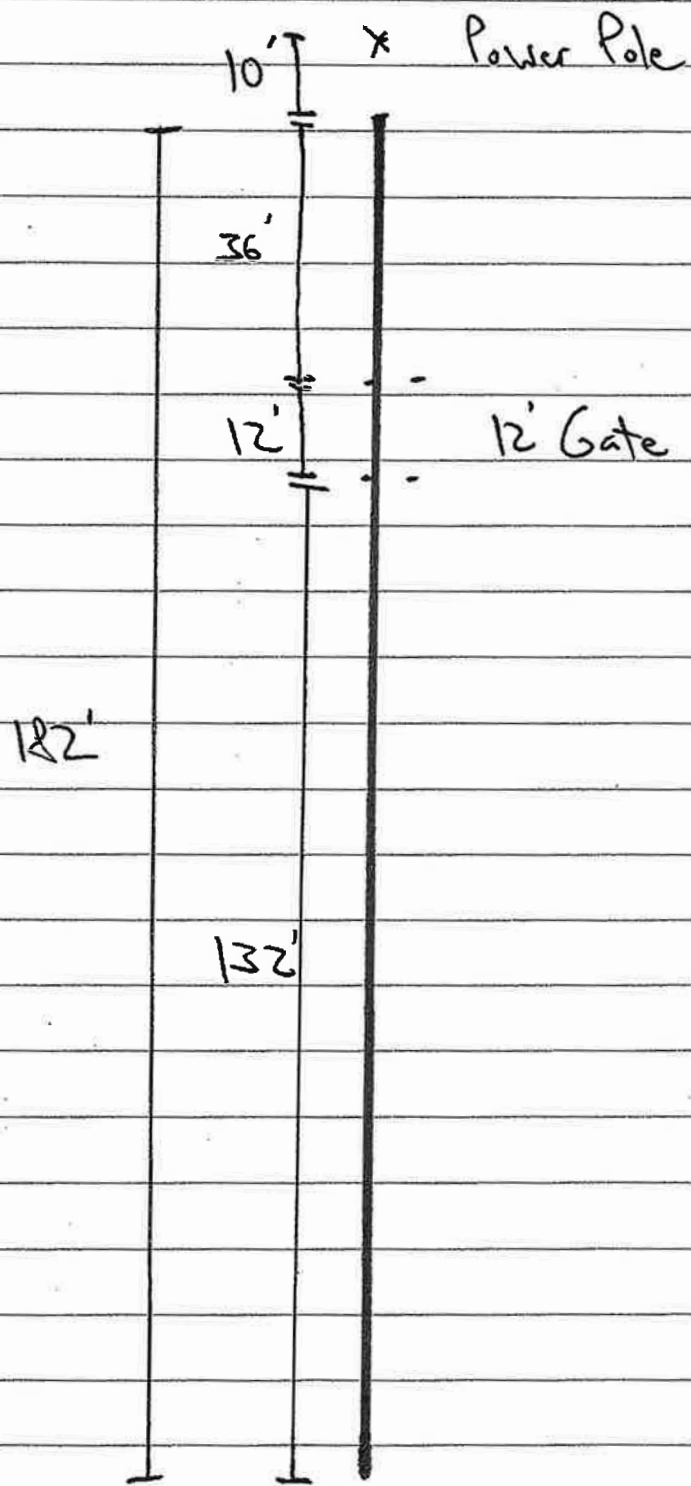
**PUBLIC NOTICE
CITY OF MARY ESTHER
PUBLIC HEARING FOR CONDI-
TIONAL USE**

Notice is hereby given that a Public Hearing will be held Monday, April 7, 2025 at 5:00 p.m. before the Mary Esther Local Planning Agency at City Hall, 195 Christobal Road North, Mary Esther, FL. The purpose of this hearing is to review the request for a conditional use permit to construct a privacy fence with gate extending beyond the front elevation of the principle residence at 161 W Mircale Strip Parkway, Mary Esther, FL 32569 . For questions or concerns, contact Tyler Reed at 850-243-3566.

All interested residents and property owners who might be affected are invited to attend. If a person decides to appeal any decision made with respect to any matter considered at such meeting, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. The facility is handicap accessible. If special accommodations are needed for sight, sound, language, or physical impairment, please contact the City Clerk at least 48 hours prior to the meeting by calling 850-243-3566.

Pub: Mar 24 & 31, 2025; #11098964

 **received**
3/3/25
DM





WINDY LN

CHRISTOBAL RD

143.00

THIS INSTRUMENT PREPARED BY:
Scott M. Campbell
Clark, Partington, Hart, Larry,
Bond & Stackhouse
4100 Legendary Drive, Suite 200
Destin, Florida 32541
(850) 650-3304

STATE OF FLORIDA
COUNTY OF OKALOOSA

**PERPETUAL NON-EXCLUSIVE ACCESS AND UTILITIES
EASEMENT AGREEMENT**

THIS PERPETUAL NON-EXCLUSIVE ACCESS AND UTILITIES EASEMENT AGREEMENT ("Agreement") is made and entered into this 21st day of September, 2015, by and among **Damian L. Curtis and Leigh B. Curtis, husband and wife**, whose address is 171 W. Miracle Strip Parkway, Mary Esther, Florida 32569, their successors and/or assigns (hereinafter collectively "Curtis"), and **Caroline P. Ryan, as Trustee under the Caroline P. Ryan Revocable Trust Agreement Dated February 2, 2004**, whose address is 102 Ft. Dale Estates, Greenville, Alabama 36037, and its successors and/or assigns (hereinafter "Ryan").

Witnesseth:

WHEREAS, Curtis owns fee simple title to the real property described on Exhibit "A" attached hereto (hereinafter the "Curtis Property");

WHEREAS, Ryan owns fee simple title to the real property described on Exhibit "B" attached hereto lying east of the Curtis Property (hereinafter the "Ryan Property");

WHEREAS, predecessors in title to Ryan and Curtis have previously reserved and/or granted, as applicable, easements for access and utilities over and across a portion of the Curtis Property and portions of what is now the Ryan Property as set forth in various deeds and easement instruments including but not limited to those certain recorded instruments in Deed

OSLT
15-8342

Book 12, Page 369, Deed Book 13, Page 476, and Deed Book 15, Page 150, all in the Public Records of Okaloosa County, Florida; and,

WHEREAS, in order to clarify the easement rights and obligations arising from the previously established easements affecting the Ryan Property and the Curtis Property, Ryan and Curtis desire to execute this instrument to specifically and clearly establish a perpetual ingress, egress and utilities easement over, under and across a portion the Curtis Property more particularly described in Composite Exhibit "C" attached hereto (hereinafter the "Easement Parcel") for use of and access to and from the Ryan Property as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Ryan and Curtis hereby covenant and agree as follows:

1. **Ingress and Egress Easement:** Curtis does hereby grant, bargain, sell and convey unto Ryan, for the use and benefit of the Ryan Property and all future owners and occupants of any portion of the Ryan Property, a perpetual easement over, under and across the Easement Parcel for vehicular and pedestrian ingress and egress to and from the Ryan Property and U.S. Highway 98 together with utilities to service the Ryan Property. Curtis and their successors and assigns shall not convey any interest relating to the Easement Parcel which would interfere with Ryan's use thereof, nor shall Curtis or their successors or assigns interfere with the Easement Parcel in a manner that would impair Ryan's use thereof or that would damage improvements to the Easement Parcel. Curtis shall remove all existing gates from the Easement Parcel and hereby agrees to refrain from constructing any additional gates or from utilizing or erecting any other obstructions that could potentially impede Ryan's access to the Ryan Property.

2. **Maintenance; Improvement Obligations; Costs:**

(a) Ryan and Curtis agree to jointly maintain the Easement Parcel and to split the costs arising from such maintenance.

(b) Either Ryan or Curtis shall have the option, but not the obligation, to improve the Easement Parcel in a manner consistent with its use which may include but not be limited to grading, paving and/or improving the Easement Parcel with asphalt or similar capital improvements to facilitate vehicular access and for the placement of utilities over, under and across the Easement Parcel by Ryan or applicable governmental authorities. Any such capital improvements to the Easement Parcel shall be subject to the other party's consent, which shall not be unreasonably withheld. The cost of any such capital improvement(s) shall be borne by the party requesting such improvement(s), however general maintenance and upkeep thereafter shall be split by the parties. If any party damages the Easement Parcel, then the party so damaging the Easement Parcel shall promptly make necessary repairs at its expense, restoring the Easement Parcel along with any portion of the Ryan Property or the Curtis Property that may have been damaged, to the condition as existed immediately prior to the damage.

(c) Curtis shall have no responsibility for any damage or repair to the Easement Parcel due to natural Acts of God, flooding, hurricane, lightning, fire or other events that are outside of Curtis's control. In such an event, Ryan shall be responsible for repairing the Easement Parcel in a manner that enables Ryan to utilize the Easement Parcel but Ryan shall have no obligation to restore the Easement Parcel to its pre-existing condition. If an event described above occurs or if erosion or accretion occurs affecting the abutting creek the results of which alters the Easement Parcel in such a manner that Ryan is unable to reasonably utilize the Easement Parcel as contemplated herein, the parties agree to relocate the Easement Parcel or a portion thereof to a location as close as reasonably possible to its original proximity.

(d) Curtis shall have no liability for loss of personal property, death or personal injury which occurs on or about the Easement Parcel as a result of the use thereof by Ryan or Ryan's agents, independent contractors, employees, guest, licensees or invitees, and Ryan agrees to indemnify and to defend and hold harmless Curtis from and against any claim, loss, cost, damage or expense, asserted against, or incurred by Curtis, as the fee simple owner of the Easement Parcel, arising out of the use of the Easement Parcel by Ryan or Ryan's agents, independent contractors, employees, guests, licensees or invitees. Notwithstanding the foregoing, in no event shall Ryan indemnify Curtis for the negligence or misconduct of Curtis or Curtis's agents, independent contractors, employees, guests, licensees or invitees. Curtis shall be responsible for the premium of any liability insurance coverage if such coverage is desired by Curtis.

3. **Authority:** The undersigned represent that they have taken the proper procedures and are duly authorized to execute and deliver this Agreement.

4. **Miscellaneous:** The easements granted herein shall be deemed covenants appurtenant to and running with the lands benefited and burdened thereby and binding on the subsequent owners of the Curtis Property and the Ryan Property and shall inure to and be enforced by any current or subsequent owner, leaseholder, mortgage holder or any other party having an interest in and to either of the parcels or any portion thereof. All rights, powers and privileges granted to either party shall inure to the benefit of and be held by their respective successors, heirs and assigns, and likewise all liabilities and obligations imposed on each shall be binding upon the respective successors, heirs and assigns of the parties hereto. This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by the parties hereto or their applicable successors.

5. **Governing Law:** This Agreement shall be governed by and enforced and construed under the laws of the State of Florida. Venue of any proceeding regarding this Agreement shall be Okaloosa County, Florida.

6. **Counterparts:** This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

7. **Attorneys' Fees:** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred including, but not limited to, reasonable attorneys' fees at all trial and appellate levels and post-judgment proceedings.

8. **Notices:** All notices or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person (which may include by a nationally recognized overnight delivery service) to the intended addressee. Notice so mailed shall be effective upon its deposit in the custody of the United States Postal Service for mailing in accordance with the foregoing. Notice given in any other manner shall be effective only if and when received by the addressee.

[signature pages and exhibits follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date and year set forth above.

Signed, sealed and delivered in the presence of:

CURTIS:

Rebbie Schuurpea
Print: Rebbie Schuurpea

[Signature]
Damian L. Curtis

Peter F. Bayar
Print: Peter F. Bayar

Leigh B. Curtis
Leigh B. Curtis

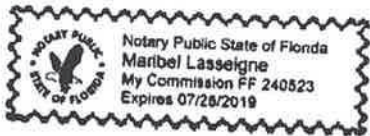
STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 22 day of September, 2015 by **Damian L. Curtis** and **Leigh B. Curtis**. They are () personally known to me, or () have produced personal friend as identification.

[Signature]

NOTARY PUBLIC
Name: MARIBEL LASSEIGNE
Commission Number: OK/LS 240523
My Commission Expires: 7-19

[NOTARY SEAL]



RYAN:

① Wanda J. Johnson
Print: Wanda J. Johnson

X Caroline P. Ryan
Caroline P. Ryan, as Trustee under the
Caroline P. Ryan Trust Agreement Dated
February 2, 2004

② [Signature]
Print: James J. Ryan Jr

STATE OF Alabama
COUNTY OF Butter

The foregoing instrument was acknowledged before me this 23rd day of September, 2015, by Caroline P. Ryan, as Trustee under the Caroline P. Ryan Trust Agreement Dated February 2, 2004. She is personally known to me, or has produced _____ as identification.



Wanda J. Johnson
NOTARY PUBLIC
Name: Wanda J. Johnson
Commission Number: N/A
My Commission Expires: 12/08/18

EXHIBIT "A"

THE CURTIS PROPERTY

**COMMENCE AT AN IRON ROD LB2355 AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2907, AT PAGES 2281 THROUGH 2285, SAID IRON ROD AS SHOWN ON THE BOUNDARY SURVEY BY PANHANDLE ASSOCIATES INC. DATED 7/15/2009; THENCE SOUTH 03°11'42" EAST, ALONG THE WEST EDGE OF A 15' WIDE INGRESS / EGRESS AND UTILITY EASEMENT, A DISTANCE OF 85.24 FEET; THENCE SOUTH 45°41'12" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT. A DISTANCE OF 88.04 FEET; THENCE SOUTH 53°17'48" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 71.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 53°17'48" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 94.13 FEET TO THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2907, AT PAGES 2281 THROUGH 2285; THENCE SOUTH 00°03'54" EAST, ALONG SAID EAST LINE AS SHOWN ON THE REFERENCED SURVEY BY PANHANDLE ASSOCIATES INC., A DISTANCE OF 117.47 FEET; THENCE NORTH 81°52'10" WEST A DISTANCE OF 40.38 FEET; THENCE NORTH 37°24'39" WEST A DISTANCE OF 83.71 FEET; THENCE NORTH 08°31'42" EAST A DISTANCE OF 102.66 FEET TO THE POINT OF BEGINNING.
CONTAINS 10,772.864 SQUARE FEET OR 0.2473 ACRES, MORE OR LESS. ALL LYING IN SECTION 17, TOWNSHIP 2 SOUTH, RANGE 24 WEST IN OKALOOSA COUNTY; FLORIDA.**

Parcel Identification Number 17-2S-24-0000-0003-0010

Together with:

BEGINNING AT A POINT ON THE SOUTH SIDE OF THE PAVED PUBLIC HIGHWAY 100 FEET WEST OF THE POINT WHERE THE EASTERN BOUNDARY LINE OF LOT 6, SECTION 17, TOWNSHIP 2 SOUTH, RANGE 24 WEST, INTERSECTS SAID HIGHWAY AND RUNNING THENCE WEST ALONG THE SOUTH SIDE OR LINE OF SAID PAVED PUBLIC HIGHWAY 220 FEET; THENCE SOUTH TO SANTA ROSA SOUND; THENCE EAST ALONG THE WATER'S EDGE 220 FEET; THENCE NORTH TO POINT OF BEGINNING AND BEING THE WEST 220 FEET OF THE EAST 320 FEET SOUTH OF THE PAVED PUBLIC HIGHWAY OF LOT 6, SECTION 17, TOWNSHIP 2 SOUTH, RANGE 24 WEST IN OKALOOSA COUNTY; FLORIDA; LESS AND EXCEPT THAT CERTAIN PARCEL OF LAND CONVEYED BY MRS. J. G. SCHERF, SR. TO PHILOS LOYD MARLOWE AND WIFE, NANCY LEE MAROWE, BY DEED DATED APRIL 2, 1959 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA IN BOOK 127, PAGES 517-18 AND LESS THAT CERTAIN LOT OR PARCEL OF PROPERTY CONVEYED BY RUTH SCHERF TO THE STATE OF FLORIDA BY DEED DATED AUGUST 6, 1962 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA IN DEED BOOK 247, PAGES 99-100.

LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT AN IRON ROD LB2355 AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2907, AT PAGES 2281 THROUGH 2285, SAID IRON ROD AS SHOWN ON THE BOUNDARY SURVEY BY PANHANDLE ASSOCIATES INC. DATED 7/15/2009; THENCE SOUTH 03°11'42" EAST, ALONG THE WEST EDGE OF A 15' WIDE INGRESS / EGRESS AND UTILITY EASEMENT, A DISTANCE OF 85.24 FEET; THENCE SOUTH 45°41'12" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT. A DISTANCE OF 88.04 FEET; THENCE SOUTH 53°17'48" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 71.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 53°17'48" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 94.13 FEET TO THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2907, AT PAGES 2281 THROUGH 2285; THENCE SOUTH 00°03'54" EAST, ALONG SAID EAST LINE AS SHOWN ON THE REFERENCED SURVEY BY PANHANDLE ASSOCIATES INC., A DISTANCE OF 117.47 FEET; THENCE NORTH 81°52'10" WEST A DISTANCE OF 40.38 FEET; THENCE NORTH 37°24'39" WEST A DISTANCE OF 83.71 FEET; THENCE NORTH 08°31'42" EAST A DISTANCE OF 102.66 FEET TO THE POINT OF BEGINNING.

With Parcel Identification Number 17-2S-24-0000-0003-0000

EXHIBIT "B"

THE RYAN PROPERTY

One certain parcel of land on the East side of Lot No. 6, Section 17, Township 2 South, Range 24 West, further described as follows: -- Beginning at the waters edge of Santa Rosa Sound in the SE 1/4 of the SE 1/4 of Section 17, Township 2 South, Range 24 West, and running North along the section line between Sections 16 and 17, a distance of 350 feet, more or less, to the center of the creek, thence running West a distance of 100 feet, thence running South a distance of 350 feet, more or less, to the waters edge, thence running East a distance of 100 feet to the point of beginning. All being in Lot No. 6, Section 17, Township 2 South, Range 24 West, Okaloosa County, Florida.

Parcel Identification Number 17-2S-24-0000-0006-0000

COMPOSITE EXHIBIT "C"

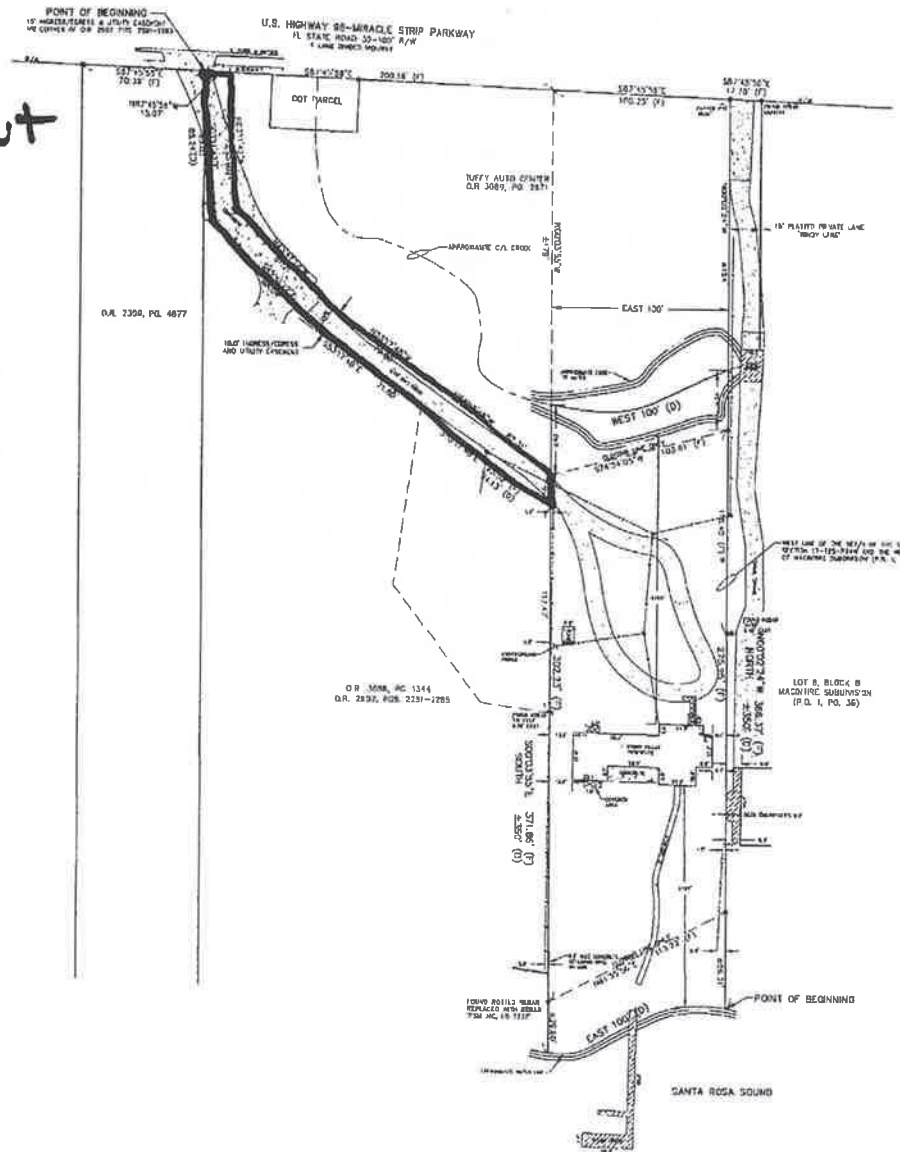
THE EASEMENT PARCEL

LEGAL DESCRIPTION: INGRESS / EGRESS AND UTILITY EASEMENT BEGIN AT AN IRON ROD LB2355 AT THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2907, AT PAGES 2281 THROUGH 2285, SAID IRON ROD AS SHOWN ON THE BOUNDARY SURVEY BY PANHANDLE ASSOCIATES INC. DATED 7/15/2009; THENCE SOUTH 03°11'42" EAST, ALONG THE WEST EDGE OF A 15' WIDE INGRESS / EGRESS AND UTILITY EASEMENT, A DISTANCE OF 85.24 FEET; THENCE SOUTH 45°41'12" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT. A DISTANCE OF 88.04 FEET; THENCE SOUTH 53°17'48" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 71.80 FEET; THENCE CONTINUE SOUTH 53°17'48" EAST, ALONG THE SOUTH EDGE OF SAID EASEMENT, A DISTANCE OF 94.13 FEET TO THE EAST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2907, AT PAGES 2281 THROUGH 2285; THENCE NORTH 00°03'54" WEST, ALONG SAID EAST LINE AS SHOWN ON THE REFERENCED SURVEY BY PANHANDLE ASSOCIATES INC., A DISTANCE OF 18.73 FEET; THENCE NORTH 53°17'48" WEST, ALONG THE NORTH SIDE OF THE EASEMENT, A DISTANCE OF 153.73 FEET; THENCE NORTH 45°41'12" WEST, ALONG THE NORTH SIDE OF THE EASEMENT, A DISTANCE OF 81.21 FEET; THENCE NORTH 03°11'42" WEST, ALONG THE EAST SIDE OF THE EASEMENT, A DISTANCE OF 77.95 FEET TO THE SOUTH RIGHT OF WAY LINE OF MIRACLE STRIP PARKWAY (U.S. HIGHWAY 98); THENCE NORTH 87°37'17" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 15.07 FEET TO THE POINT OF BEGINNING.

COMPOSITE EXHIBIT "C" CONTINUED

Sketch of Easement Parcel

Easement Parcel



JOINDER AND CONSENT OF MORTGAGEE

The undersigned, FNBT.COM BANK, being the holder of that certain mortgage on the Curtis Property and the Easement Parcel as defined in the foregoing Perpetual Non-Exclusive Access and Utilities Easement Agreement (the "Easement"), whose mortgage is dated September 28, 2009, and recorded in **Official Record Book 2907, at Page 2286**, as thereafter modified in **Official Records Book 3015, Page 4196, Official Records Book 3068, page 2463**, together with the Assignment of Rents and Leases in **Official Records Book 3068, Page 2466**, all of the Public Records of Okaloosa County, Florida (collectively the "Mortgage"), hereby consents and subordinates the Mortgage, and any and all modifications or amendments thereto, to the Easement.

Signed and Sealed
In the presence of:

FNBT.COM BANK

Andrea Neely
Print Name: Andrea Neely

By: Skip Rainer
Print: Skip Rainer
Its: Executive Vice President

Yvonne Riggs
Print Name: Yvonne Riggs

STATE OF Florida
COUNTY OF Okaloosa

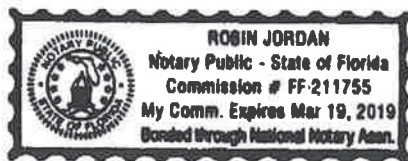
The foregoing instrument was acknowledged before me this 23rd day of September, 2015, by Skip Rainer, as Exec. Vice President of FNBT.COM Bank, who () is personally known to me or () who has produced a _____ driver's license as identification.

NOTARY PUBLIC:

[SEAL]

Sign: Robin Jordan
Print: Robin Jordan

My Commission Expires: 3/19/19
Commission #: FF 211755



SUR TAX - 8.80
WARRANTY DEED STATE STAMPS 67.50

This Warranty Deed Made the 3rd day of March A. D. 19 70 by
H. Wayne Penry and wife, Mary Lynn Penry

564 PAGE 454

hereinafter called the grantor, to
James J. Ryan and wife, Caroline P. Ryan

OFFICIAL RECORDS

whose postoffice address is Box 68, Greenville, Alabama
hereinafter called the grantees:

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

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

One certain parcel of land on the East side of Lot 6, Section 17, Township 2 South, Range 24 West, further described as follows: Beginning at the waters edge of Santa Rosa Sound in the SE 1/4 of the SE 1/4 of Section 17, Township 2 South, Range 24 West, and running North along the section line between Sections 16 and 17, a distance of 350 feet, more or less, to the center of the creek, thence running West a distance of 100 feet, thence running South a distance of 350 feet, more or less, to the waters edge, thence running East a distance of 100 feet to the point of beginning. All being in Lot No. 6, Section 17, Township 2 South, Range 24 West, Okaloosa County, Florida.

This property is being conveyed subject to that certain mortgage executed by H. Wayne Penry and wife, Mary Lynn Penry, to Mary Hord Goode, a widow, dated October 23, 1967, and recorded in Official Records Book 455 at Page 185 of the Public Records of Okaloosa County, Florida, in the present principal amount of \$14,575.09, which mortgage was assigned on July 29, 1969, to the First National Bank of Fort Walton Beach, Florida, and which assignment was recorded in Official Records Book 544 at Page 550 of the Public Records of Okaloosa County, Florida, which mortgage the Grantees herein by the acceptance of this Deed hereby expressly assume and agree to pay as part of the consideration for this transaction.

This property is conveyed subject to that certain private roadway, measuring 15 feet in width, and bordering on the northern most edge of the above described property and on the South side of the aforementioned creek.

This Instrument Was Prepared By
ERWIN F. FORTBONE & ANCHORS
P. O. Drawer F, Fort Walton Beach, Florida

OKALOOSA COUNTY

STATE OF FLORIDA
DOCUMENTARY SUR TAX
1111-970
6750

STATE OF FLORIDA DOCUMENTARY SUR TAX \$5.50
STATE OF FLORIDA DOCUMENTARY SUR TAX \$1.10
STATE OF FLORIDA DOCUMENTARY SUR TAX \$1.10
STATE OF FLORIDA DOCUMENTARY SUR TAX \$1.10

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1969.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness
Daisy Adams
Witness

H. Wayne Penry
H. Wayne Penry
Mary Lynn Penry
Mary Lynn Penry

STATE OF Florida
COUNTY OF Okaloosa

SPACE BELOW FOR RECORDERS USE

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

H. Wayne Penry and wife, Mary Lynn Penry

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of March A. D. 19 70

Daisy Adams
NOTARY PUBLIC
My commission expires 19

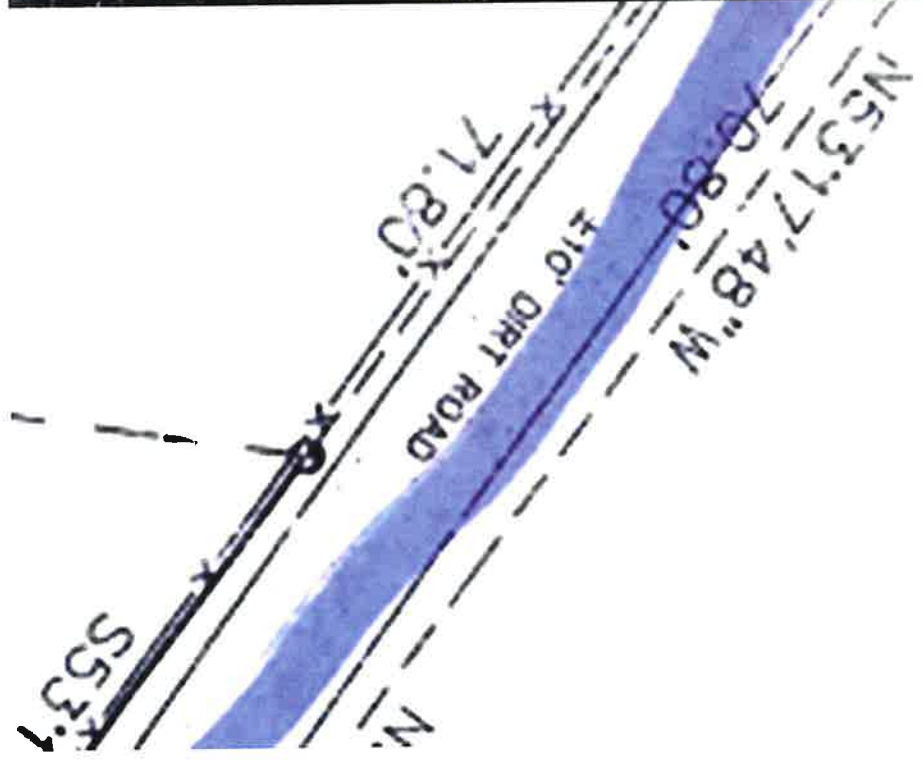
70 MAR 5 11 40 AM '70
324511

MIXED MATERIAL

Barrette Outdoor Living's MIXED MATERIAL fence — with a variety of inset board options — provides a modern take on classic privacy styles.



161 W MSP access = < 10' with several sharp curves and large trees



4 Windy Lane access = 12'6" straight with no curves or tree obstructions

