

Subject: RE: Account #130 Clark/Webb
From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Date: 3/26/2021, 10:43 AM
To: Lynette Senter <tcwsd@fairpoint.net>

Thank you, Lynette !

LaWanda

From: Lynette Senter [mailto:tcwsd@fairpoint.net]
Sent: Friday, March 26, 2021 10:21 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Cc: Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>
Subject: Account #130 Clark/Webb

Good Morning LaWanda,

As the Webb's have not yet paid their transfer fee and completed their paperwork, I will refer to this as the Clark/Webb lot. I have forwarded the pictures that Ron took this morning and it does appear that the grinder pump is over the property line on to the County's lot when viewing the survey flags that were placed on the property.

I also got a call from Ms. Webb who was very upset about having to pay for any costs of moving the grinder pump. I explained to her that while our construction diagrams show that the grinder pump was installed on their lot, it was done in 2006 and the contractor could have shifted the pump over because of rocks or placement problems and that we would do what we could to shift the pump back over onto their property.

When the grinder pumps were being installed it was the practice of the contractor to place the grinder pump where the existing septic tank was located. Customers were allowed to change the location if feasible but we have no documentation in Mr. Clark's file that he made any special request about the location.

We have already contacted Melvin Bowden about "sliding" the grinder pump back over the property line. He estimated it will take two or three weeks until he can come and get the work done and the District will pay for the associated costs.

If you have any questions, please let me know.

Thanks,

Lynette

3/26/21- Spoke w/ Melvin Bowden about moving the GP. He quoted \$1750.00 and said he could do it within a few weeks.
LS

----- Forwarded Message -----

Subject: Tank is clearly on the opposite side of property line not on owners lot

Date: Fri, 26 Mar 2021 08:59:59 -0400

From: godronniedog@yahoo.com

To: Tcwsd TCWSD <tcwsd@fairpoint.net>

 Virus-free. www.avg.com





Overview



Legend

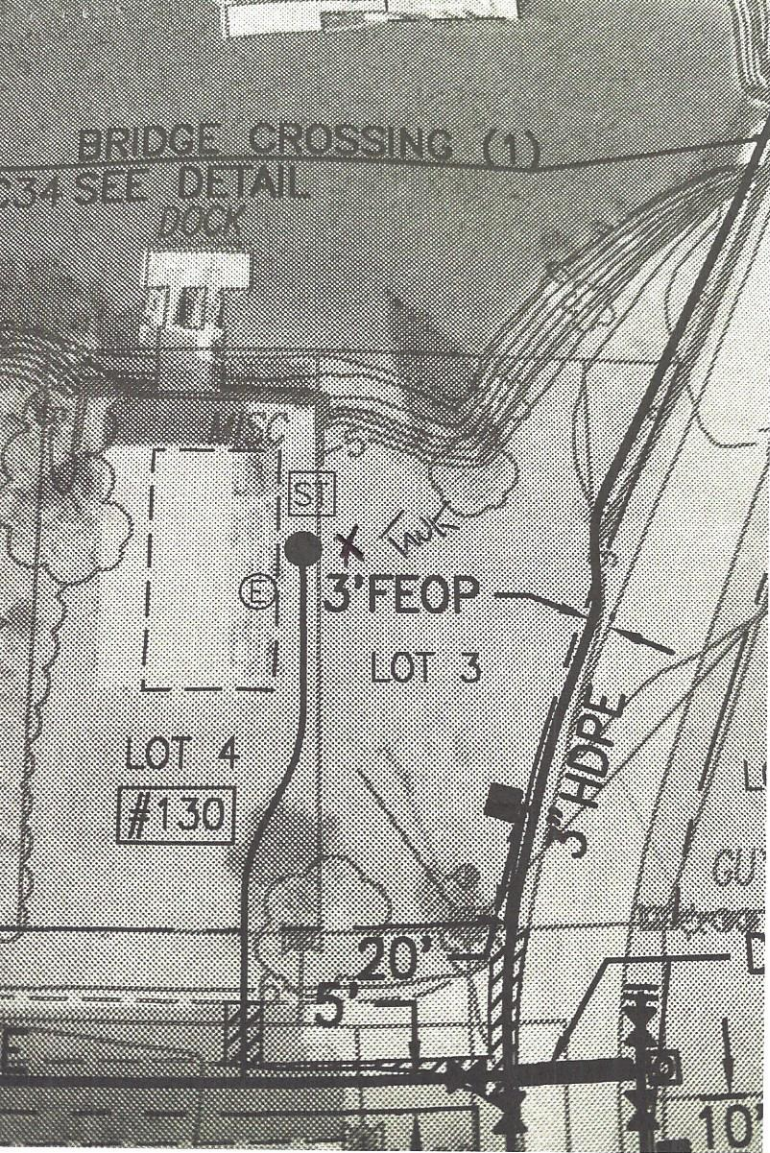
- Parcels
- Highway
- City Streets
- Graded
- Roads
- Tram

Parcel ID	06843-100	Alternate ID	n/a	Owner Address	CLARK WYMAN & JEANNETTE & BOATRIGHT ARTHUR W ETUX
Sec/Twp/Rng	35-07-07	Class	Improved		14001 SR 51
Property Address	20545 MARINARD	Acreage	n/a		LIVE OAK FL 32060
	CO				

District CO

Brief Tax Description LEG 0000.12 ACRES - KEATON BEACH UNIT 1 - LOT 4 BLKA - OR 249-839 328-531 471-520 625-681 - 692-971 717-730 - SUBJ TO ESMT OR 513-50
 (Note: Not to be used on legal documents)

Date created: 3/25/2021
 Last Data Uploaded: 3/24/2021 10:28:00 PM



Our construction map- looks like it lines
up with the sea wall, but maybe over the property line

1 City

of Farm
Palmetto

UNIT 2
PROPOSED



CHORD	CHORD BEARING
53.89'	N 12°54'42"E
90.38'	N 10°50'57"E
87.66'	N 16°32'50"W
104.94'	N 13°50'37"W
46.16'	N 08°13'05"E
562.23'	N 52°46'01"E
281.92'	N 73°31'10"E
512.75'	S 58°59'08"E
29.73'	S 34°18'13"E
50°55'58"	N 63°49'29"E
62°05'	S 14°22'18"E
70.88'	S 44°27'31"E
84°85'	S 44°19'20"E
18.26'	N 67°50'10"E
18.26'	S 69°19'50"E

IN 0° 40' 40"
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THE WEST
08" AND A
THENCE NORTH
INT OF
OF 226.18
THENCE N 70°
W A
E OF COUNTY
WAY LINE
BOUNDARY LINE
48" E.
W CORNER OF
W. ALONG
NER OF SAID
LINE A
PARCEL
R/E. TAYLOR

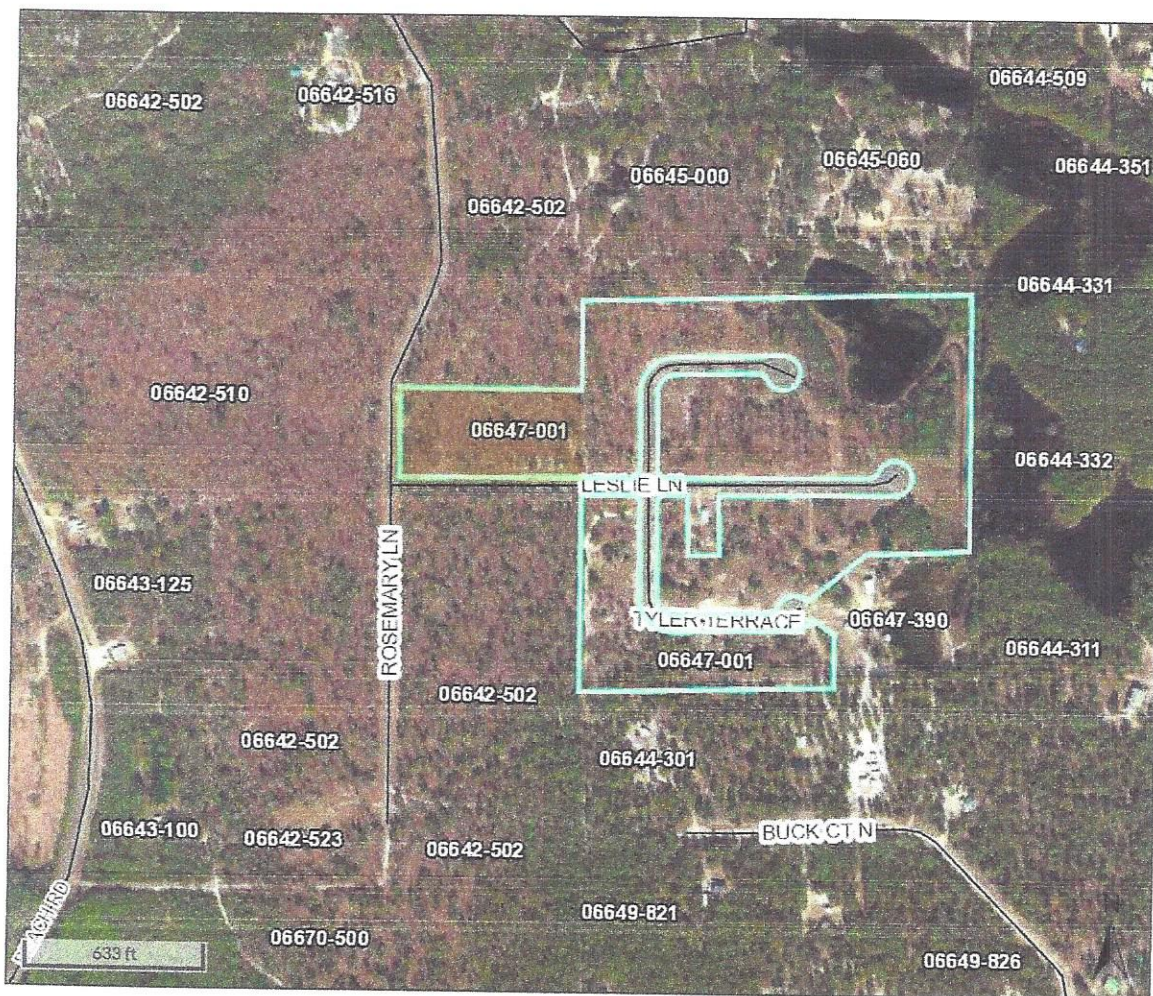
5.2 x 300 = 1560
4 x 300 = 1200
3.5 x 300 = 1050

DELTA-52°51'00"
RADIUS-1482.69
ARC-1367.64
TANGENT-736.82
CHORD-5 04°07'34"W
1319.67'

DELTA-09°18'25"
RADIUS-1482.69
ARC-1367.64
TANGENT-120.69
CHORD-5 25°53'51"W
240.58'

RECORD PAGE

ARE NOT RECORDED
THIS COUNTY.



Overview



Legend

- Highway
- City Streets
- Graded
- Roads
- Tram

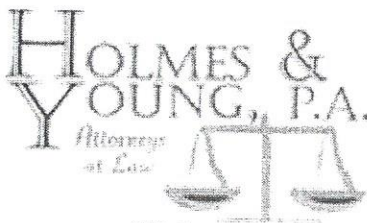
Parcel ID	06647-001	Alternate ID	n/a	Owner Address	KEATON BEACH RIDGE LLC
Sec/Twp/Rng	24-07-07	Class	Improved		P O BOX 232
Property Address	Unassigned Location RE CO	Acree	35.86		SAN MATEO FL 32187
District	CO				
Brief Tax Description	LEG 0035.86 ACRES - KEATON BEACH RIDGE - LOTS 1-25 27-38 & 40-53 (Note: Not to be used on legal documents)				

Date created: 4/5/2021

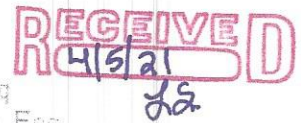
Last Data Uploaded: 4/2/2021 9:53:42 PM

Developed by  Schneider
GEOSPATIAL

George A. Young, Esq.
Catherine E. Harris, Esq.
Robert W. Pickens III, Esq.



Of Counsel:
Donald E. Holmes, Esq.
Russell D. Castleberry, Esq.
Jey D. Asbury, Esq.



March 31, 2021

Taylor County Coastal Water and Sewer
18820 Beach Rd
Perry, FL 32347

Re: Oak Ridge Estates Subdivision, as described in Plat Book 1, Page 183, Official Records of Taylor County, Florida

Attn: Manager/Executive Director,

I am writing to you on behalf of Mr. Terry L. Turner, sole Member/Manager of Keaton Beach Ridge, LLC, which is the owner of the land and improvements known as Keaton Beach Ridge Sub-division. As you are aware, Keaton Beach Ridge Sub-division is located adjacent to Oak Ridge Estates Sub-division and, in fact, primary access to Keaton Beach Ridge Sub-division is accomplished by a paved roadway which travels across Lot #28 of Oak Ridge Sub-division. It is my understanding that you (or an entity which you control) are the owner of six (6) platted lots within Oak Ridge Estates Sub-division (approximately nineteen per cent (19%) of the total).

My purpose in writing to you is to inquire of your willingness to consent to a **partial** release of the "Declaration of Restrictions" by which the lots within Oak Ridge Estates Sub-division are bound. The "release" would apply only to Lot #28 and would only "exempt" Lot #28 from the applicable restrictions **to the extent necessary to allow Lot #28 to be utilized as it has been utilized since 2009**, i.e. as access to Keaton Beach Ridge Sub-division.

My client purchased the property which now comprises Keaton Beach Ridge Sub-division (including Lot #28 of Oak Ridge Estates Sub-division) in a transaction that "closed" in 2006. Based upon the documents which I have reviewed, he exercised "due diligence" by utilizing the services of an attorney "local" to the Taylor County area; purchasing title insurance with associated title search; and by then "permitting" the Keaton Beach Ridge Sub-division through all appropriate Taylor County Boards and Commissions. The improvements to Keaton Beach Ridge Sub-division were completed in or by 2009, including the paving of all sub-division roads and access-ways. However, no lots within the sub-division were "sold" until 2020 when a contract for sale was entered calling for the sale of one lot within the sub-division. Unfortunately, the sale contemplated by the 2020 contract did not occur because the "title company" which was to insure the lot as having marketable title declined to do so upon the basis that utilizing Lot #28 of Oak Ridge Estates Sub-division to provide access to Keaton Beach Ridge Sub-division could be viewed as a violation of one or more of those covenants contained within the "Declaration of Restrictions" which applied to the Oak Ridge Estates Sub-division.

For your convenience, I have enclosed a copy of the Declaration of Restrictions applicable to Oak Ridge Estates Sub-division, copy of which is recorded at Book 398, Page 717 of the Official

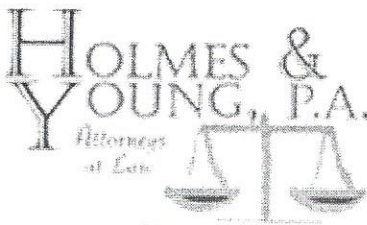
Palatka Office:
222 N. 3rd St.,
Palatka, FL., 32177
Tel: (386) 328-1111
Fax: (386) 328-3003

Crescent City Office
234 N. Summit St.,
P.O. Box 266,
Crescent City, FL., 32112
Tel: (386) 698-1970

www.holmesandyoung.com

Please direct all replies, correspondence and invoices to our Palatka Office.

George A. Young, Esq.
Catherine E. Harris, Esq.
Robert W. Pickens III, Esq.



Of Counsel:
Donald E. Holmes, Esq.
Russell D. Castleberry, Esq.
Jay D. Asbury, Esq.

Records of Taylor County, FL. A review of the "Declaration...." reveals that there is no specific language found within any covenant that prohibits use of a lot within the sub-division to gain access to property not located within the sub-division. Some restrictive covenants which I have reviewed in the past have such a specific restriction. However, language contained within paragraph #1 of the "Declaration..." does state that "All property described herein shall be restricted to residential use....". It is apparently THIS language which is proving to be an obstacle in insuring marketability of the lots located within Keaton Beach Ridge Sub-division.

The reason that I, on behalf of my client, have sought assistance from you is that Paragraph #13 of the "Declaration...." states that "Any provision herein to the contrary notwithstanding, these restrictions may be amended, changed, altered, or rescinded, or any portion of the property subject to these restrictions may be released from these restrictions by the owner or owners owning two-thirds of the property included in these restrictions as of the date of said abandonment... or release". It is my understanding that Developer of the property (Oak Ridge...) no longer owns any portion of the property and accordingly that the remainder of paragraph #13 would not be relevant to this discussion.

As mentioned within the second paragraph above, the "release" which my client seeks is a *partial release*. The "release" can be worded in a manner so that it exempts "Lot #28" ONLY from any of the recorded restrictions **that might be interpreted as preventing the use of Lot 28 as an entry-way or access to Keaton Beach Ridge Sub-division.**

Should you be willing to consent to a partial release as is requested above, the consent of additional lot owners would obviously be required in order for my client to achieve the needed sixty-six per cent (66%) majority which the Declarations establish as a threshold. Accordingly, I am sending a letter similar to this to the owners of other lots within Oak Ridge Estates Sub-division.

In the event you have any question about any aspect of this letter, or the request contained herein, please feel free to contact me at your convenience. Please feel free to consult with an attorney of your selection regarding this letter and the requested "release" should you desire. While nothing contained within this letter is intended to mislead you, I well understand that I do not represent you in regard to the matters at hand and it is not my intention to provide you with legal advice. It is my intent to attempt to open a line of communication with you in hopes of resolving the issue explained above in the simplest and least expensive manner possible.

Sincerely,

George A. Young, Esq.

Palatka Office:
222 N. 3rd St.,
Palatka, FL., 32177
Tel: (386) 328-1111
Fax: (386) 328-3003

Crescent City Office
234 N. Summit St.,
P.O. Box 266,
Crescent City, FL., 32112
Tel: (386) 698-1970

www.holmesandyoung.com
Please direct all replies, correspondence and invoices to our Palatka Office.

TAYLOR COUNTY
FILE NO. 14147

ORIGINAL
FILED 398 PAGE 717

THIS INSTRUMENT WAS PREPARED BY:
TERRY McDAVID
POST OFFICE BOX 1128
LAKE CITY, FL 32056-1128

33.00

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Daniel Crapp as Trustee of the KEATON BEACH LAND TRUST and MADISON TIMBERLANDS, INC., hereinafter referred to as "Developer", being the owners of the real property in Taylor County, Florida, more particularly described in Schedule "A" attached hereto, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons derailing title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

1. All property described herein shall be restricted to residential use, except for tracts or lots which front on County Road 361, which lots or tracts may also be used for in-home occupational type businesses (except for junk yards, dog pounds or for any other type of business or commercial use that would constitute a nuisance to other property owners in the subdivision). The foregoing notwithstanding, lots or tracts which are restricted to residential use may be used for occupations and professions which are usually performed in a residential area. In all cases, regardless of the provisions of this paragraph, the use of any lot or tract must be permitted by and is subject to all local zoning, health and land use regulation. No billboards or advertising signs shall be erected or displayed thereon, except such signs as may be reasonably required for sale purposes. No residence, guest quarters, garage or other building constructed on any of said lots shall be used for the purpose of a boarding house, hotel, tourist court, or motor court.

2. No residence shall be erected upon or allowed to occupy any portion of any lot unless the heated and air conditioned floor area shall be a minimum area of 1,100 square feet. Any mobile home placed on the property shall be not more than five years old, have

shingle roofing or metal with at least a 12" soffit or any future construction material that may become available, not including flat metal roofs, and shall be underskirted.

3. All mobile and modular homes must comply with the following additional requirements:

A. The pitch of the main roof shall not be less than a 2/12 pitch or greater.

B. The roofing material used shall be similar in texture, color and appearance to that of detached single-family dwelling units such as asphalt or fiberglass shingles, unless approved by the Developer, and shall be non-metallic in appearance; and

C. The materials used for the exterior finish and skirting shall be similar in texture, color and materials to detached single-family dwelling units such as wooden or masonite siding or residential lapped siding that is non-metallic in appearance, and applied in such a manner as to make the manufactured housing unit similar in appearance to that of detached single-family dwelling units. Reflection from the exterior shall not be greater than from siding coated with clear, white, gloss exterior enamel.

4. At least two weeks prior to commencement of any construction on the lot or set-up of any dwelling unit, the lot owner shall notify the Developer, or its designee, of his plans in sufficient detail to demonstrate compliance with these restrictions.

5. The owner of a lot shall not permit trash, junk, garbage or abandoned vehicles to remain on the lot, and the owner shall promptly remove same upon request. In addition to any other remedies at law or in equity, the same may be removed from any lot at the sole expense of the owner of the lot, if not removed by the owner within thirty (30) days of written notice mailed to the owner by certified or registered mail.

6. No swine, poultry, ~~snails~~, ostriches or pot belly pigs shall be kept on said lots. Domestic animals such as dogs and cats are

permitted on the property. Large animals such as cows and horses shall be limited to two (2) animals per lot. In the event that livestock or domestic animals are kept on any lot, they shall be kept in such a way as to assure that they do not create a nuisance through noise, odor, insect infestation or any health hazard. The animals shall be well maintained at all times and be given the best care reasonably available taking into consideration that they are being kept in a residential subdivision. No trash, garbage, ashes, or other refuse shall be thrown or dumped on any street or vacant lot in said subdivision. No junk automobiles, machinery or appliances shall be kept on said lots.

7. No structure of a temporary character, trailer (not including mobile homes), basement, tent, shack, garage, barn or other outbuilding shall be used on the Property at any time for a permanent residence. Travel trailers and motor homes may be parked on the property and used as a residence for a period of time not to exceed eight (8) consecutive months while a permanent residence is under construction. Once a permanent residence is established on a lot, a travel trailer or motor home may be stored on the property. The herein described lots may not be resubdivided.

8. The Developer reserves a utility easement over the same area designated for utility easements as shown on the plat of the subdivision.

9. The Developer may include in any contract or deed or other instrument hereafter made additional covenants and restrictions which are not inconsistent with and which do not lower the standard of the covenants and restrictions set forth herein.

10. These Protective Covenants are to run with the property and are binding on all persons claiming an interest in the property until January 1, 2020. Thereafter, these Protective Covenants will be automatically extended for successive periods of ten (10) years with any changes and modifications, if any, as approved by the owners. To be effective, such approval must be evidenced by the recording of an instrument placed on public record of Taylor County, Florida, and executed by owners representing the ownership

of not less than seventy-five percent (75%) of the original acreage covered by these Protective Covenants.

11. If anyone violates any of the Protective Covenants contained in this instrument, then the Developers or the owner of any portion of the property can enforce these Protective Covenants.

} * |

12. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The property bringing the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the services of his attorney.

13. Any provision herein to the contrary notwithstanding, these restrictions may be amended, changed, altered or rescinded, or any portion of the property subject to these restrictions may be released from these restrictions by the owner or owners owning two-thirds of the property included in these restrictions as of the date of said amendment, change, alteration, cancellation or release, provided that the Developer must consent if Developer then owns any portion of the property. The Developer may grant releases of minor violations or allow minor variances from the provisions of these restrictions.

14. The installation, repair, purchase and maintenance of driveway culverts, if any are used, are the responsibility of the lot owner, who must obtain a permit for the installation of from the appropriate authorities. No ditch or drainage area may be filled or altered without approval from the SRWMD.

15. No noxious or offensive trade or activity shall be conducted on said land nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.

16. The Property may only be used for those purposes that comply with the zoning and other rules, regulations, laws and ordinances for Taylor County, Florida, the State of Florida, and the United States of America, including, without limitation, those

regulations governing septic tanks and sewage disposal systems, solid waste disposal, subdivisions and development in general. Notwithstanding the foregoing, no "hazardous waste", hazardous substance" or "toxic waste", as defined by applicable State and/or Federal law, shall be generated, manufactured, produced, released, discharged, disposed of, transported to, stored, used or maintained on the Property at any time.

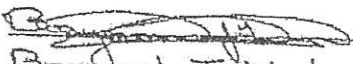
17. No private water wells may be drilled on the property which are tied into any residence. Private water wells shall be used for irrigation purposes only. Potable water sources shall be that provided by Coastal Utilities, Route 2, Box 131, Perry, FL 32347.

18. No hunting or discharge of firearms is permitted upon the property.

19. A special taxing unit pursuant to Section 5.30.3(b) of the Taylor County Land Development Regulations is hereby created to establish and authorize assessments on a per lot basis to provide the funds necessary to maintain the roads within the subdivision. The boundaries of the special taxing unit is defined as the legal description of the property described in Schedule A attached. The Developer will be responsible for road maintenance for a period of twelve (12) months after the date of the filing of the subdivision plat.

20. Invalidation of any one of these covenants by judgment or Court order in no wise shall affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, I have set my hand and seal this ____ day of _____, 1998.

Signed in the presence of:
 
 David J. Ward
 (Print or Type Name)

KEATON BEACH LAND TRUST
 By: David Cooper Trustee

(Print or Type Name)

MADISON TIMBERLANDS, INC.

BY: J. Ardene Higgins
Ardene Higgins

Baynard J. Ward
(Print or Type Name)

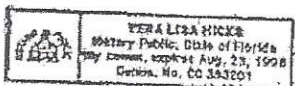
Chuck Davis
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF Columbia

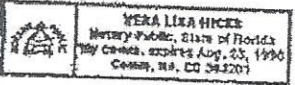
The foregoing instrument was acknowledged before me this 9th day of January, 1998, by Daniel Crappa as Trustee of the KRATON BEACH LAND TRUST, who is personally known to me or who has produced _____ as identification and who did not take an oath.

My Commission Expires: 8-23-98 Vera Liza Hicks
Notary Public
Printed, typed, or stamped name:

STATE OF FLORIDA
COUNTY OF Columbia



The foregoing instrument was acknowledged before me this 9th day of January, 1998, by J. Ardene Higgins, President of MADISON TIMBERLANDS, INC., a State of Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

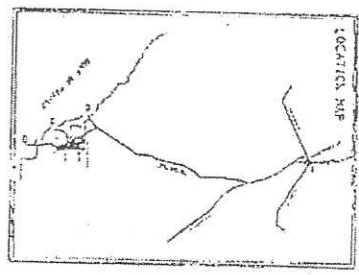


Vera Liza Hicks
Notary Public
My Commission Expires: 8-23-98

78 of 110

Plat 1 Pg. 183

OAK RIDGE ESTATES SUBDIVISION
UNIT 1
SECTION 23, T7S, R7E
TAYLOR COUNTY, FLORIDA
NOVEMBER 25, 1997



TRACT NO.	ACRES	OWNER
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M. H. RATLIFF
REGISTERED LAND SURVEYOR
11 S. 103RD AND GREAT HIGHWAY 22342
901.284.7974

M. H. Ratliff
Surveyor

...

...

...

...



...

...

...

...

...

Subject: Grinder Pump Costs vs Price
From: "Dave Dall" <davedall@fairpoint.net>
Date: 4/8/2021, 8:26 AM
To: "Lynette" <tcwsd@fairpoint.net>

Thanks for the contact & info on the E/One grinder pump –Mike was very responsive & helpful - and allowed me to address the performance, distribution and quality issues

Now I just need a break down of our costs & price to supply, install and service a typical service

Appreciate your help

Dave

Dave Dall Associates
3520 N US 221
Perry FL 32347

c: 850.843.0037
e: davedall@fairpoint.net

ESTIMATED PARTS	ESTIMATED COST
Recording Fee for Easement - Simple Legal Description	\$20.00
Valve Box Connection	\$192.86
Grinder Pump, wet well, control box, power cord, stainless steel back flow check valve, wayer vent	\$3,055.15
Sackrete around wet well 6 bags @\$5.26 each	\$31.56
1/4 Comp x 1 1/4 MIPT ADPT PP IPS (2) @ \$20.00 each	\$40.00
1-1/4 Poly Pipe (10 Feet)	\$4.50
1-1/4" Nipples SCH 80 3" (2)	\$17.04
4" SCH 40 Pipe (5 Feet)	\$18.30
4" 90 (1)	\$5.57
Disconnect Box 30 Amp Breaker 240 volt SQD Loadcenter	\$32.49
SQD Circuit Breaker 30 amp double pole	\$14.00
3/4" Locknuts Conduit (4)	\$0.36
1" Locknut Conduit (1)	\$0.15
#10 Wire (20 feet)	\$10.00
1 1/4" PVC Utility Swing Check Valve, FIPT	\$15.25
1 1/4 IPS SDR 9 HDPE (supply line) 50 ft	\$51.00
Tracer Wire for pipe 50ft @ .07 per foot	\$19.04
1" PVC SCH 40 conduit \$.32 ft (10ft)	\$3.20
1" PVC coupling (2 each) \$.17 each	\$0.34
1" SCD 40 90 Deg Elbow (2) (\$.42 each)	\$0.84
1" Flex Pipe 5' @ \$.94 a ft	\$4.70
1" Flex Romex Connector	\$2.04
PVC 1 IN PVC TERM ADPTR	\$0.26
PVC 3/4 IN PVC TERM ADPTR (3 @ \$.21 EACH)	\$0.63
ARL NML T907 W/4 90D NM L/T CONN	\$2.23
ARL NML T75 3/4 STR L/T PVC CONN (3 @ \$1.48 EACH)	\$4.44
Conduit 3/4 Non Met L/T Flex PVC (10 ft @ \$.54 per ft)	\$5.40
1/4 to 3/4 RGD KNOCKOUT REDUCING WASHER (2 @ \$.24)	\$0.48
Tri County Inspection (\$25.00 if meter has to be pulled)	\$0.00
Tractor Time (Average 5 Hours)	\$750.00
Labor Estimates (Installation, site visits, meeting with customers, office time, locates)	\$1,000.00
Abandonment and Crushing of Septic Tank (If applicable) \$600.00	
Total	\$5,301.83
A typical install averages 5 hours, but has taken as long as 8 hours	
Service costs for the grinder pumps is fairly minimal the first 5 years as the warranty covers almost everything but customer caused damage and electrical spikes.	

Subject: Re: March Meeting Questions
From: Lynette Senter <tcwsd@fairpoint.net>
Date: 3/26/2021, 1:46 PM
To: Dave Dall <davedall@fairpoint.net>
CC: Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>

Good Afternoon Mr. Dall,

To my knowledge, neither Mr. Curtis nor Mr. Durant has requested a copy of our Mission Statement. Unless an actual request is made, the District does not send out unsolicited documents.

I have already added a review of the Florida Sunshine Laws to the Agenda for our April 27, 2021 meeting.

Your non-potable request was discussed under New Business at the February 23, 2021 meeting because you asked for an appeal of the Board's January 26, 2021 decision to deny service. Further correspondence was received from you on February 25, 2021 which warranted the subject being placed under Old Business for the March 23, 2021 meeting for informational purposes and possible discussion. As I have received further correspondence on this subject from you on March 25, 2021, this item will be continued as Old Business for our April 27, 2021 meeting for informational purposes and possible discussion.

Thank you,

Lynette Senter

On 3/25/2021 5:02 PM, Dave Dall wrote:

Thanks for the info but I missed your reply to: Please confirm that ... the mission statement was provided to both Curtis & Durant

Also I might be a little out of date on the Florida Sunshine Laws but I thought that the intent was to maintain a record of the communication not limit or delay it. Please add a review of the Florida Sunshine Laws to the agenda. My concern is the use of the excuse of the Florida Sunshine Laws to delay or distort the content of the meeting. As you know I was surprised that topic was on the agenda as I had advised the District that I understood their decision and had taken the necessary steps to mitigate the damages by removing the landscape contractor from the project. I understand that the Board had some questions and wanted to make some statements which deserve a clear prompt reply so they follow for informational purposes only

1. Am I done with this request: Yes: but rest assured the general topic is still active in the community and will continue to be a thorn in our side until we become more customer centric
2. The concern that I would put an old horse trailer on the property was insulting and not very customer centric but such is life. It is not our intent to build a residence or park an RV on the lots but to landscape the property for use by our clients, customers and family while enjoying the Nature Coast
3. The landscaping would take about 2 years to complete, so we would have put a construction trailer on site for use by the contractors. This trailer was discussed with

- the Taylor County Building & Planning Department and exceeded their requirements
4. The assertion was made that Tallahassee Nurseries (our landscape designer) would supply the necessary water for this project which was not correct as they would only supply the landscape design services
 5. The question was asked as to my understanding of the current land use classification of the lots involved I and replied that I was not certain but assumed that it was Mixed Use (MUR or MUC). Willi believed that Commercial was not available for the property. A quick review of the Taylor County Land Use requirements in Chapter 42 confirmed that it is MUR or MUC depending on use – RV's increase the classification to MUC but landscaping is a lower approved use in both
 6. Willi also asserted that since I acquired the property in 2002 or 2003 mitigation was not an issue – the fact is that I only secured title to the property in 2021 as a prerequisite for joining the board

Please understand that I have no questions, statements or concerns regarding my request for non-potable water service or its rejection but will always respond if you have any

From: Lynette Senter [<mailto:tcwsd@fairpoint.net>]

Sent: Wednesday, March 24, 2021 1:26 PM

To: Dave Dall

Cc: Lynn Aibejeris; Gennie Malone; Steven Brown; Willi Huxford; Diane Carlton; Taylor Coastal Water and Sewer District

Subject: Re: March Meeting Questions

Good Morning Mr. Dall,

1. Starting from my position, the Commissioners were Gennie Malone, Vice-Chairman, Steve Brown, Diane Carlton and Willi Huxford. Lynn Aibejeris our Chairman was absent and usually occupies the position between Ms. Malone and Mr. Brown.
2. A copy of Mr. Floyd Ford's letter was provided in the Board Package for informational purposes and it was discussed under Item 7c - New Business, District Historical Items. During this discussion I pointed out that Mr. Ford mentioned that the District lost a \$1,000,000 EDA grant. Parcel 07193-00 Fish Creek Project was discussed under Item 8b - Old Business referencing notice to our insurance companies. Our mission statement has been provided to anyone who requests it and has been posted on our website for years.
3. The administrative items you mentioned should be brought to the next Board meeting for discussion. I will be happy to add an agenda item for this under New Business.

As you are now one of the District's Commissioners, I would like to ask that any questions, statements and concerns regarding your non-potable water request be addressed at our monthly board meeting. We try and limit emails to Commissioners to informational purposes only to comply with the Florida Sunshine Laws. If you like, I will be happy to keep this matter on the agenda under Old Business.

If I can answer any other questions, please let me know.

Lynette Senter

On 3/24/2021 9:15 AM, Dave Dall wrote:

Thanks for the information but as with most new info it generates additional questions

1. The easy question – I failed to note the commissioners names with their seating positions at the meeting. Stating from your position would identify the commissioners clockwise to my position
2. Parcel 07193-00 Fish Creek Project - during our discussion of this project – You referred to a quote from the materials that best described the boards position on this request – was it the following statement from Floyd Ford’s letter of 11.15.2005 “... the purpose of the project is to remove failing septic tanks from the coastline --- not to promote further development in the Costal High Hazard Area.” Please confirm that this was the correct quote that you referred as it appears to have been superseded by the current TCWSD Mission Statement adopted 9.26.2006 and that the mission statement was provided to both Curtis & Durant
3. I’m in the process of setting up my communication system with the District and County residents, businesses and organizations and need to address the following administrative items:
 1. Do we have a news letter
 2. Can I get
 1. a tcwsd e mail address that forwards to my e mail address davedall@fairpoint.net
 2. a tcwsd phone extension that forwards to my 850.843.0037
 3. tcwsd business cards
 4. an e mail and mailing address list of our members
 5. our policy on communication with our attorney
 3. Do we have a policy on out sourcing funding for community development planning – the mission statement is a good first step in the development of our master plan
 4. Do we have a logo that I can use on letterhead and mastheads
 5. Do we have a communication and cooperation policy the County Commissioners and employees – I’ve started contacts with Michael Newman (Dist. 3 which overlaps TCWSD), Pam Feagler (Dist. 4 which includes both my business & residence) and Danny Griner (Building & Planning)

Will attempt to address the questions, statements and concerns raised in regards to my non potable water meter request later this week or next.

Dave Dall

Dave Dall Associates
3520 N US 221
Perry FL 32347

c: 850.843.0037

e: davedall@fairpoint.net

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Lynette Taylor Senter, Office Manager

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