



APPLICATION FOR COMMERCIAL SITE PLAN REVIEW

FRANKLIN COUNTY BUILDING DEPARTMENT

34 Forbes Street, Suite 1, Apalachicola, Florida 32320

Phone: 850-653-9783 Fax: 850-653-9799

http://www.franklincountyflorida.com/planning_building.aspx

APPLICATION MUST BE COMPLETE:

Property Owner/s: Christopher B Varnes
Contact Information: Home #: 850-653-4355 Cell #: 850-653-6700
Mailing Address: 12 Marks st City/State/Zip: Apalachicola, FL 32320
EMAIL Address: CV Maintenance LLC @ Hotmail . Com

Agent Name: _____ Business Name: Recreational Storage
Contact Information: Office #: _____ Cell #: _____
Mailing Address: _____ City/State/Zip: _____
EMAIL Address: _____

PROPERTY DESCRIPTION: 911 Address: 257 Creamer st 32320
Lot/s: 7 Block: 1 Subdivision: David Brown Est Unit: _____
Parcel Identification #: 31-085-06W-6290-0001-0060

JURISDICTION: Franklin County
 Apalachicola Eastpoint St. George Island Carrabelle Dog Island Lanark/ St. James St. Teresa Alligator Point

Applicant Signature: Christopher B Varnes Date: June 22 2020

Agent Signature: _____ Date: _____

TYPE OF ESTABLISHMENT: Recreational Storage

ITEMS REQUIRED:

- Signed Application
- Site Plan
- Parking Plan
- Elevations of Building
- Water & Sewer Letter
- Stormwater

RECEIVED
JUN 22 2020

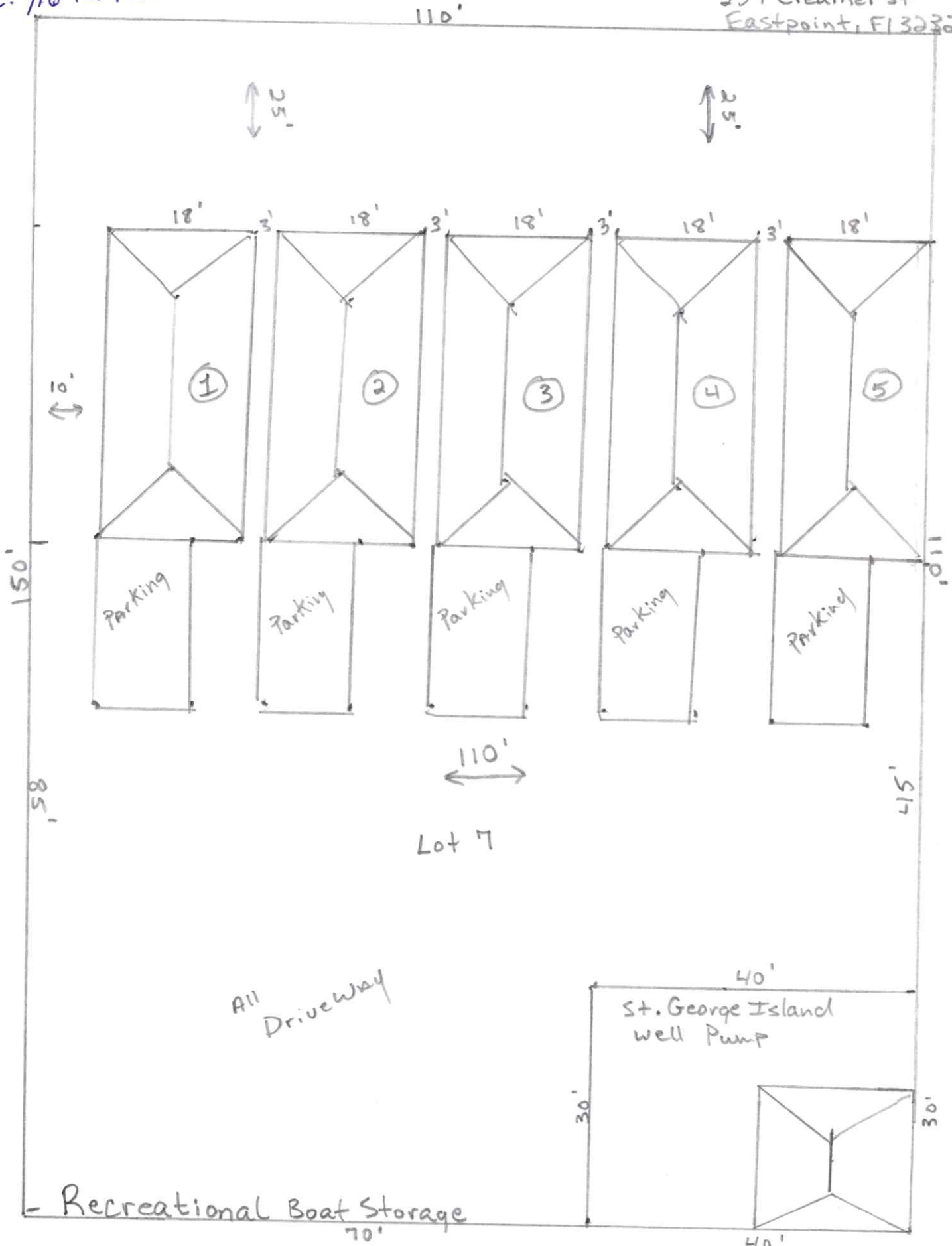
BY:

RECOMMENDATION FROM COUNTY PLANNER: _____

PLANNER SIGNATURE: _____ DATE: _____

BOARD APPROVAL DATE: _____

Scale: 1/16 Per Foot



Creamer St.

Asset No.10316001646

Recording requested by,
and when recorded, return to:

Christopher B. Varnes
12 Mark Street
Apalachicola, FL 32320

Inst:201619003854 Date:8/11/2016 Time:1:38 PM
Doc Stamp-Deed:0.70
SM DC, Marcia Johnson, Franklin County B:1174 P:471

Prepared by:
FDIC Legal Division
1601 Bryan Street
Dallas, Texas 75201

_____ space above this line for Recorder's use only

QUITCLAIM DEED
(Florida)
(Without Covenant, Representation, or Warranty)

STATE OF FLORIDA §
 §
COUNTY OF FRANKLIN §

RECITALS

WHEREAS, Gulf State Community Bank of Franklin County, Avenue C, Eastpoint, FL 32303 (the "Institution") acquired the Property by that certain Corporate Warranty Deed recorded in the Official Public Records of Franklin County, Florida at Instrument No. 2007000023, Volume 924, Page 226, dated January 1, 2007,

WHEREAS, the Institution was closed by the Florida Office of Financial Regulation on November 19, 2010, and the Federal Deposit Insurance Corporation (the "FDIC") was appointed as receiver for the Institution (the "Receiver"), and

WHEREAS, as a matter of federal law, 12 U.S.C. §1821(d)(2)(A)(i), the Receiver succeeded to all of the right, title, and interest of the Institution in and to, among other things, the Property.

NOW, THEREFORE, the Receiver (hereinafter, "Grantor"), whose address is 1601 Bryan Street, Dallas, Texas 75201, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency of which are hereby acknowledged, hereby RELEASES, CONVEYS and QUITCLAIMS to Christopher B. Varnes, and individual, ("Grantee"), whose address is 12 Mark Street, Apalachicola, FL 32320, WITHOUT COVENANT, REPRESENTATION, OR

WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AND ANY AND ALL WARRANTIES THAT MIGHT ARISE BY COMMON LAW AND ANY WARRANTIES CREATED BY STATUTE, AS THE SAME MAY BE HEREAFTER AMENDED OR SUPERSEDED, ARE EXCLUDED, all of Grantor's right, title and interest, if any, in and to that certain real property situated in Franklin County, Florida, as described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), **subject however to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, liens, encumbrances, impositions (monetary and otherwise), access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and prior and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances").** Grantee, by its acceptance of delivery of this Quitclaim Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS QUITCLAIM DEED, ACKNOWLEDGES AND AGREES THAT (i) GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE TITLE, DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE

PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE RELEASE AND QUITCLAIM HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; and (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS QUITCLAIM DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Quitclaim Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in the Property, if any, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its heirs, personal representatives, successors and assigns, without covenant, representation, or warranty whatsoever and subject to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or

Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

By its acceptance of delivery of this Quitclaim Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for any tax year or assessment period prior or subsequent to the date of this Quitclaim Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

IN WITNESS WHEREOF, this Quitclaim Deed is executed on August 9th, 2016

FEDERAL DEPOSIT INSURANCE CORPORATION,
as Receiver for Gulf State Community Bank

By: Kent Withers

Witness: Ernestine Jenkins

Name: Kent Withers

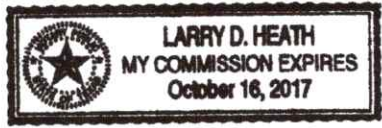
Witness: Leslie Skerendore

Title: attorney in fact
Attorney in Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9 day of August, 2016, by Kent Withers, Attorney in Fact of the Federal Deposit Insurance Corporation, as Receiver for Gulf State Community Bank, on behalf of said entity.



Larry Heath
Notary Public, State of Texas

EXHIBIT "A" to Quitclaim Deed

[Legal Description of the Property]

A portion of Lot 7, Block 1 of David H. Brown Estates, Inc., Addition to Eastpoint, Florida, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 4 of the Public Records of Franklin County, Florida, and being more particularly described as follows:

Begin at an iron rod and cap (marked 6475) marking the Southwest corner of Lot 7, Block 1 of David H. Brown Estates, Inc. Addition to Eastpoint, Florida, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 4 of the Public Records of Franklin County, Florida, said point also lying on the Northerly right-of-way boundary of Avenue C. From said POINT OF BEGINNING run East along said right-of-way boundary 69.99 feet to an iron rod and cap (marked #7160), thence leaving said right-of-way boundary run North 00 degrees 10 minutes 34 seconds West 30.00 feet to an iron rod and cap (marked #7160), thence run East 40.00 feet to an iron rod and cap (marked #7160), thence run North 00 degrees 10 minutes 34 seconds West 120.21 feet to a concrete monument (marked #2919) lying on the Northeasterly corner of said Lot 7, thence run South 89 degrees 51 minutes 34 seconds West 109.84 feet to an iron rod and cap marked #6475) lying on the Northwesterly corner of said Lot 7, thence run South 00 degrees 07 minutes 09 seconds East 149.94 feet to the POINT OF BEGINNING.

Parcel Identification Number: 31-08S-06W-6290-0001-0070

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