

THIS INSTRUMENT PREPARED BY:

Folio NO: 64610160004

DOCK AND SHORELINE STRUCTURE SETBACK AGREEMENT

This agreement is made and executed on January 8th, 20 20, by Andrew F. Copp TAAK LLC, whose address is 1148 Edington Place, Marco Island 34145, as follows:

1. I am aware that James R. Schmitt, whose property address is _____, has applied for a dock & shoreline permit.
2. I understand that the **City of Marco Island Land Development Code Section 54-111** generally requires a 12' foot setback from adjacent property.
3. I agree to waive my right to require compliance with the setback requirement and to allow the adjacent property owner to place a dock & shoreline structure closer to the property line than the required setback.
4. I hereby state that I am the owner of the adjacent upland riparian property located to the (north / south / east / west) of the facility or activity proposed to be constructed or conducted by Andrew F. Copp (the applicant), as shown in the above referenced file (and on the attached drawing). **I understand that the subject project will be located entirely within the applicant's riparian rights area, and I do not object to the proposed structure or activity being located within the area required as a setback distance from the common riparian rights line, as required by Chapter 18-21.004(3)(d), F.A.C.** This file shows the structure will be located entirely within the applicant's riparian rights area and within 0 feet of the common riparian rights line between our parcels.

Section 18-21.004(3)(d), Florida Administrative Code, provides: **Except as provided herein, all structures, including mooring pilings, breakwaters, jetties and groins, and activities must be set back a minimum of 25 feet inside the applicant's riparian rights lines. Marginal docks, however, must be set back a minimum of 10 feet. Exceptions to the setbacks are:** private residential single-family docks or piers associated with a parcel that has a shoreline frontage of less than 65 feet, where portions of such structures are located between riparian lines less than 65 feet apart, or where such structure is shared by two adjacent single-family parcels; utility lines; bulkheads, seawalls, riprap or similar shoreline protection structures located along the shoreline; structures and activities previously authorized by the Board; structures and activities built or occurring prior to any requirement for Board authorization; **when a letter of concurrence is obtained from the affected adjacent upland riparian owner;** or when the Board determines that locating any portion of the structure or activity within the setback area is necessary to avoid or minimize adverse impacts to natural resources.

This agreement is intended to run with the land and be binding on successors in title.

Witness

[Signature]
Adjacent Property Owner

Witness

James R. Schmundt
Printed Name

Witness

Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing agreement was acknowledged before me this 8 day of January,
2020, by James R. Schmundt, who is personally known to me or who has produced
Drivers License as identification.

[Signature]
Notary Public

Catherine Fritz
Printed Name

CATHERINE FRITZ
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES 11-11-2022
ACTING IN THE COUNTY OF Collier

