

AGENDA
ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING
November 5, 2012–8:30 a.m.
Escambia County Central Office Complex
3363 West Park Place, Room 104

1. Call to Order.
2. Invocation/Pledge of Allegiance to the Flag.
3. Proof of Publication and Waive the Reading of the Legal Advertisement.
4. Quasi-judicial Process Explanation.
5. Public Hearings.
 - A. Z-2012-26
Applicant: Wiley C. "Buddy" Page, Agent for Michael Oneill
Address: 85 Stone Blvd
From: ID-CP, Commerce Park, District (cumulative)
To: ID-2, General Industrial District (noncumulative)
 - B. Z-2012-27
Applicant: Lawrence Richardson, Agent for John W. Hawkins, Jr.
Address: 124 Massachusetts Ave
From: R-6 Neighborhood Commercial and Residential District, (cumulative)
High Density (25 du/acre)
To: C-2, General Commercial and Light Manufacturing District,
(cumulative) (25 du/acre)
 - C. Z-2012-09 (Remanded by BCC 10/04/12)
Applicant: Wiley C. "Buddy" Page, Agent
for Rick Evans Contracting
Address: 2006 Border St
From: R-5, Urban Residential/Limited
Office District, (cumulative) High
Density and ID-1, Light
Industrial District (cumulative)
(no residential uses allowed)

To: ID-1, Light Industrial District
(cumulative) (no residential uses
allowed)

6. Adjournment.

Planning Board-Rezoning

5. A.

Meeting Date: 11/05/2012

CASE : Z-2012-26

APPLICANT: Wiley C. "Buddy" Page,
Agent for Michael Oneill

ADDRESS: 85 Stone Blvd

PROPERTY REF. NO.: 14-1N-31-1001-007-002

FUTURE LAND USE: MU-S, Mixed-Use Suburban

DISTRICT: 5

OVERLAY DISTRICT: N/A

BCC MEETING DATE: 12/06/2012

SUBMISSION DATA:

REQUESTED REZONING:

FROM: ID-CP, Commerce Park, District (cumulative).

TO: ID-2, General Industrial District (noncumulative).

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The minimum residential density is two dwelling units per acre and the maximum residential density is ten dwelling units per acre.

FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities

located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to ID-2 is **not consistent** with the intent and purpose of Future Land Use category Mixed-Use Suburban as stated in CPP FLU 1.3.1. Mixed-Use Suburban does not allow for industrial type uses; however, the applicant has applied for a small scale amendment to change the Future Land Use designation to Industrial. If small scale amendment SSA-2012-03 is granted on November 1, 2012, it is staff's opinion that the request to ID-2 **would be consistent** with the Comprehensive Plan.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

LDC 6.05.17. ID-CP Commerce Park, District (cumulative)

This district is intended to provide for relatively large scale light industrial commerce and business park areas. Uses located in this district are protected from adverse impacts of incompatible industrial and commercial uses. A high level of site design standards are required for review during the development review process. Refer to article 11 for uses, heights and densities allowed in ID-CP, commercial park areas located in the Airport/Airfield Environs. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7.

LDC 6.05.19. ID-2 General Industrial District (noncumulative)

This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7. Refer to article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

B. Permitted uses.

1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.
2. Asphalt plants.
3. Concrete plants.
4. Iron works.
5. Landfills.
6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
7. Paper mills.
8. Refineries.
9. Rendering plants and slaughter houses.
10. Steel mills.
11. Solid waste transfer stations, collection points, and/or processing facilities.
12. Public utility and service structures.

13. Junkyards, salvage yards, and waste tire processing facilities.

14. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the planning board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the planning board's (LPA's) recommendation.

7.20.07. Industrial locational criteria (ID-CP, ID-1, ID-2). New industrial development must meet the following locational criteria:

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.

2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.

3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories.

Industrial and MU-6 categories allow all types of industrial uses. 4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.

5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8.(FLU1.1.9)

6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses. (Ord. No. 2005-22, § 3, 7-7-2005; Ord. No. 2009-35, § 4, 10-1-2009).

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code as stated in LDC 6.05.19. The parcel is adjacent to a principal arterial roadway and would meet the general commercial and manufacturing uses and standards as stated within the locational criteria requirements in LDC 7.20.07.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment **is compatible** with the surrounding existing uses in the area. There are industrial uses to the North and West of the property; the adjacent parcel zoned VR-1, immediately to the South, is owned by International Paper, which is currently in its natural state. Within the 500' radius impact area, staff observed properties with zoning districts ID-CP, ID-2, GBD and VR-1.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

The property owner is currently applying for a small scale map amendment to modify the Future Land Use to Industrial. Staff found **no other changed** conditions that would impact the amendment or property(s).

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern. The approximately 9.3 acre parcel is abutting existing industrial type uses. The zoning designation and uses of the surrounding parcels are predominantly industrial in nature. The proposed rezoning request would promote the efficient use of the existing roads and infrastructure.

Attachments

Z-2012-26

Z-2012-26

RESUME OF THE REGULAR BCC MEETING – Continued

GROWTH MANAGEMENT REPORT – T. Lloyd Kerr, Director,
Development Services Department

I. PUBLIC HEARINGS

1. Recommendation: That the Board take the following action concerning Rezoning Case Z-2012-09 heard by the Planning Board (PB) on September 10, 2012:

A. Review and either adopt, modify, overturn, or remand to the Planning Board, the Planning Board's recommendation; and

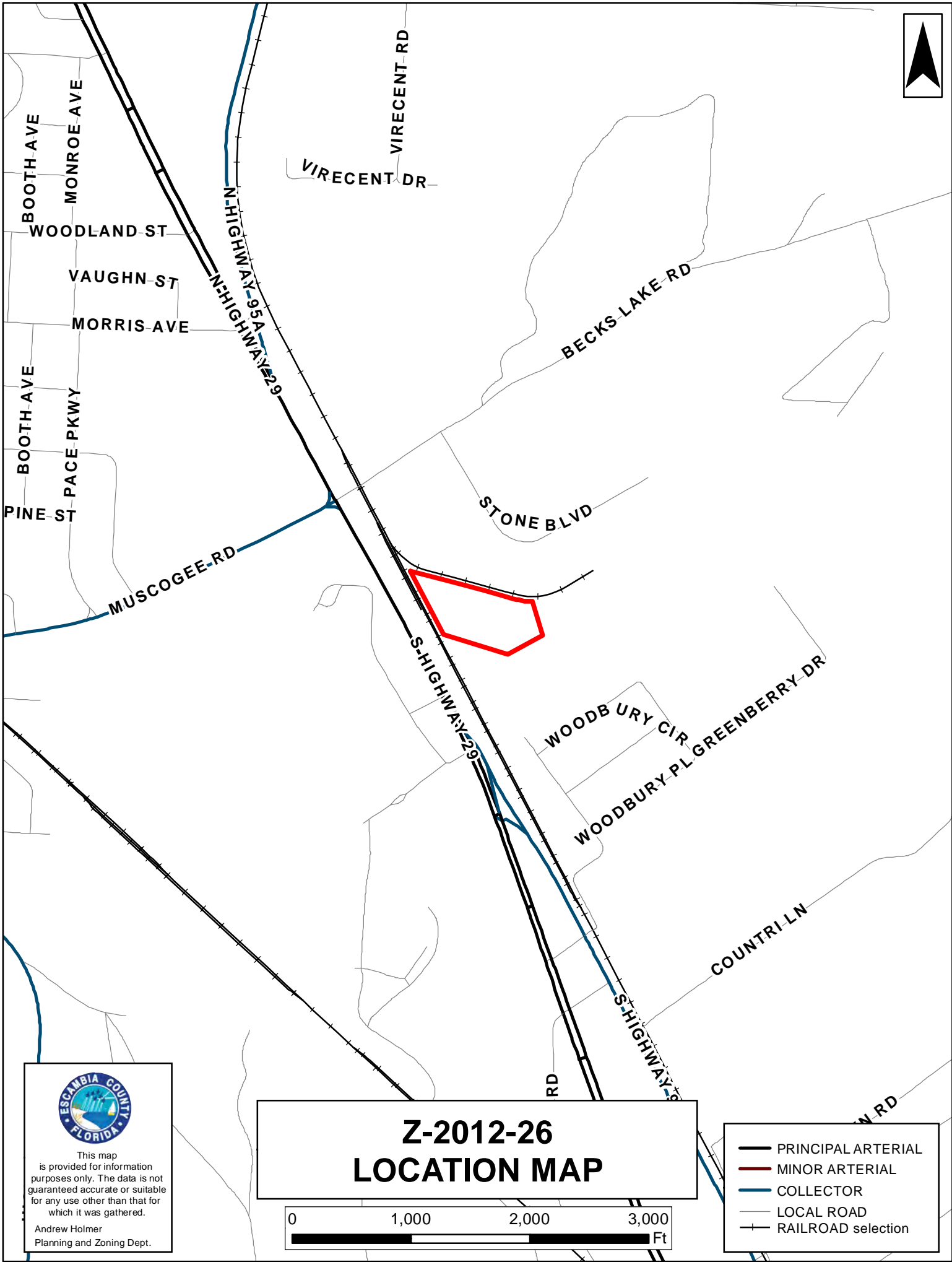

B. Authorize the Chairman to sign the Order of the Escambia County Board of County Commissioners for the Rezoning Case that was reviewed, as follows:

(1) Case Number:	Z-2012-09
Address:	2006 Border Street
Property Reference Number:	16-2S-30-2300-001-023
Property Size:	2.23 (+/-) acres
From:	R-5, Urban Residential/Limited Office District (cumulative), High Density, and ID-1, Light Industrial District (cumulative) (no residential uses allowed)
To:	ID-1, Light Industrial District (cumulative) (no residential uses allowed)
FLU Category:	MU-U, Mixed Use-Urban
Commissioner District:	3
Requested by:	Wiley C. "Buddy" Page, Agent for Rick Evans, Owner
PB Recommendation:	Denial

Approved 4-0, with Commissioner Valentino absent, to find that, based on the surrounding zoning, plus the CRA (*Community Redevelopment Agency*) Plan, (*the*) Industrial Zoning category is consistent with the surrounding uses in that area, and remand the case to the Planning Board for deliberations consistent with that finding

Speaker(s) – None.

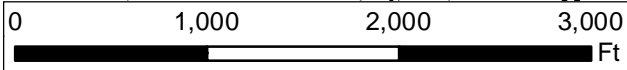
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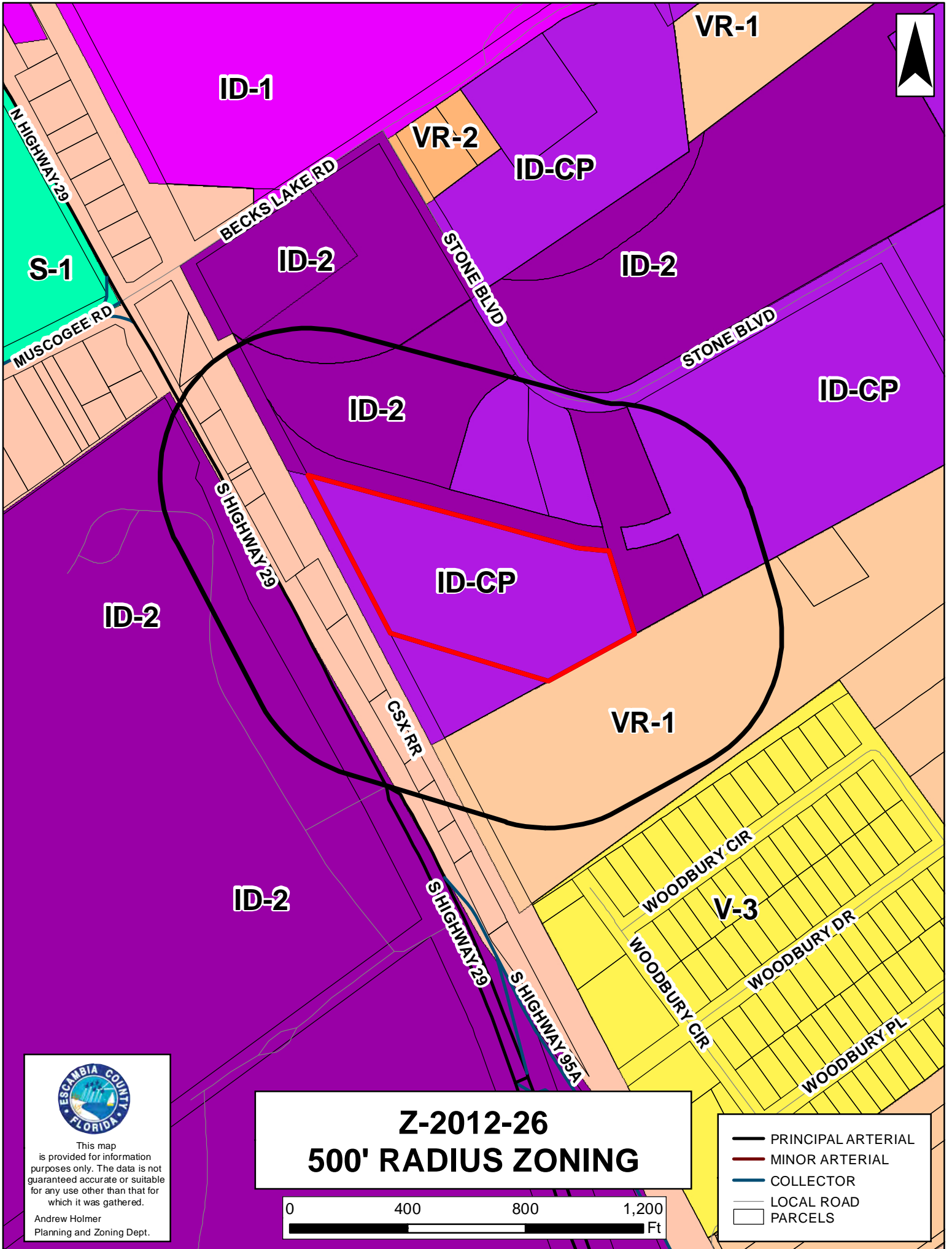
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Andrew Holmer
Planning and Zoning Dept.

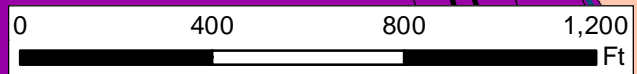
Z-2012-26 LOCATION MAP




- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD selection



Z-2012-26
500' RADIUS ZONING



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS


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 Andrew Holmer
 Planning and Zoning Dept.



MU-U

MU-S

MU-S

MU-S

MU-S

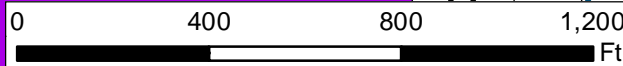
MU-S



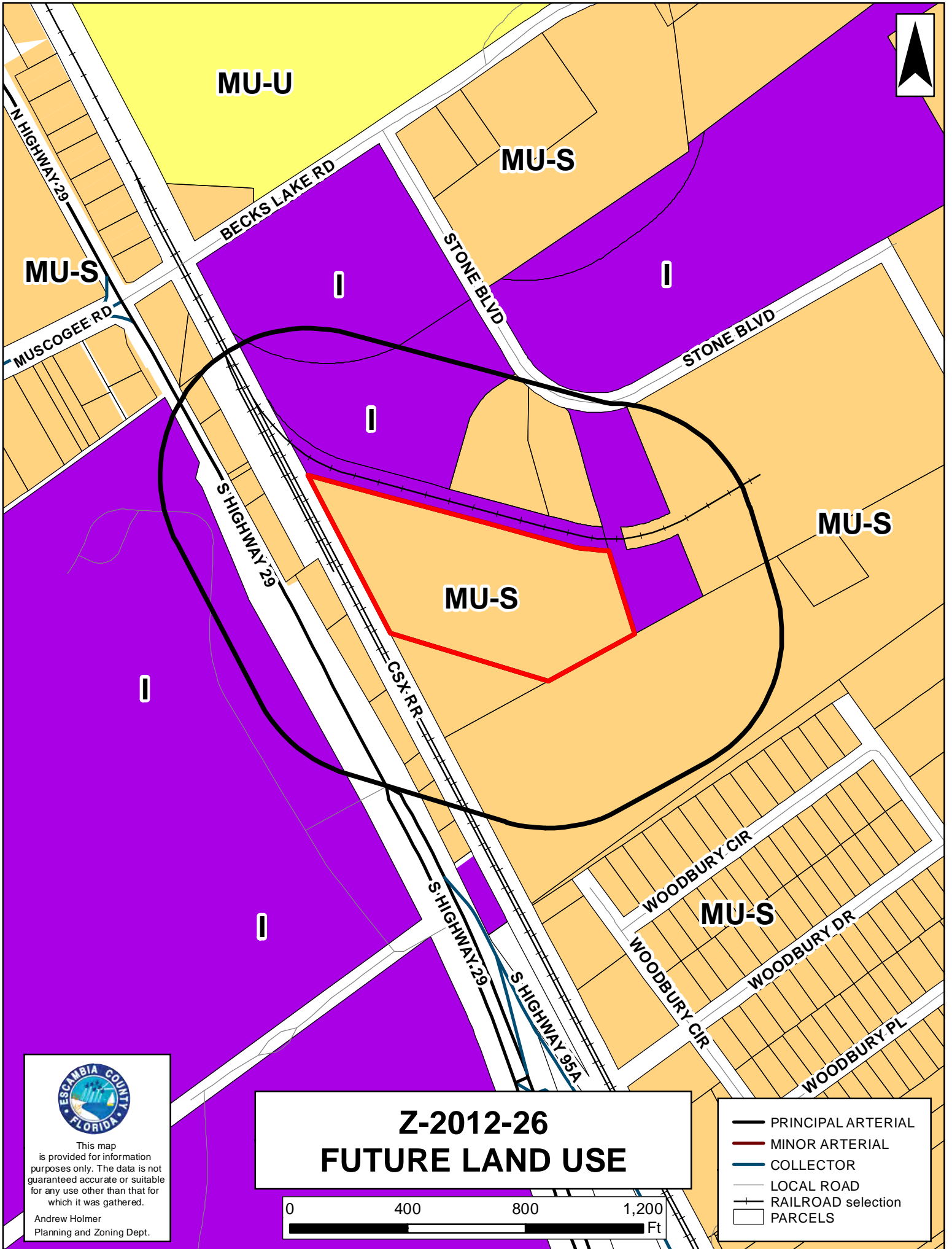
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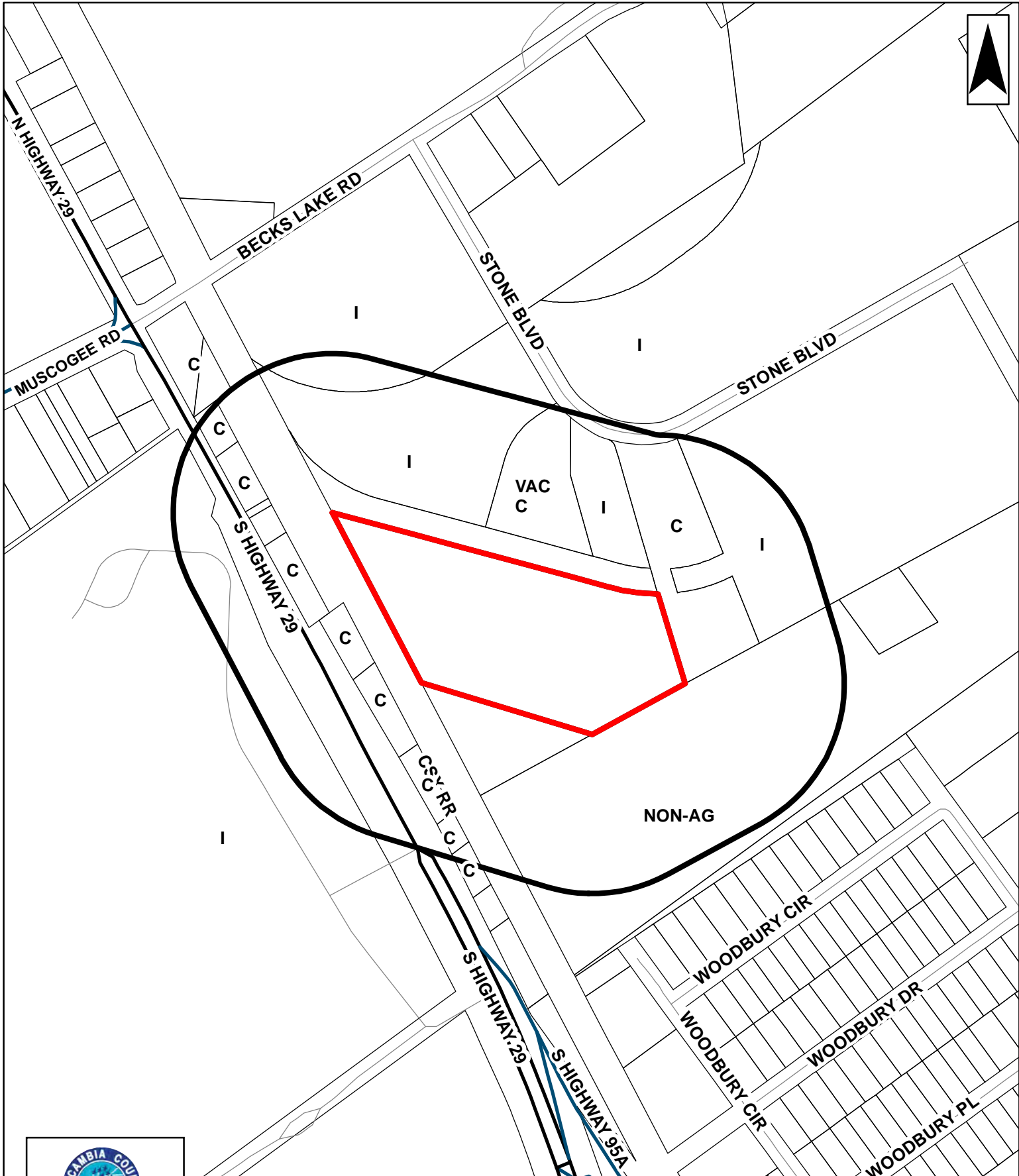

Andrew Holmer
Planning and Zoning Dept.

Z-2012-26 FUTURE LAND USE



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD selection
- PARCELS

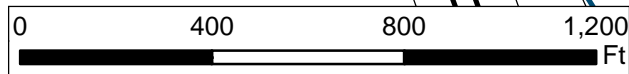


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Andrew Holmer
Planning and Zoning Dept.

Z-2012-26 EXISTING LAND USE



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- PARCELS



STONE BL

S. HIGHWAY-29









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Andrew Holmer
Planning and Zoning Dept.

Z-2012-26 AERIAL MAP



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD selection
-  PARCELS



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2012-26
CURRENT ZONING: ID-CP PROPOSED ZONING: ID-2

PLANNING BOARD

DATE: 11/05/2012 TIME: 8:30 am

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 12/06/2012 TIME: 5:45 pm

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY



LOOKING NORTH



SALE
 **Adam J. Metcalfe**
 Commercial Real Estate Broker
 800-508-8317

 **NOTICE OF PUBLIC HEARING REZONING**
 CASE NO.: Z-2012
 CURRENT ZONING: ID-CP
 PLANNING BOARD
 DATE: 11/05/2012
 TIME:
 LOCATION OF HEARING:
 ESCAMBIA COUNTY CENTRAL OFFICE
 3363 WEST PARK PLACE
 ROOM 104 BOARD MEETING ROOM
 BOARD OF COUNTY COMMISSIONERS
 DATE: 12/06/2012

**LOOKING NORTHEAST ALONG
 STONE BLVD**



LOOKING NORTHWEST



**LOOKING SOUTHWEST PROPERTY
ACCESS**



LOOKING NORTHWEST TO EXISTING STRUCTURE



**LOOKING SOUTHWEST EXISTING
STRUCTURE**

Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC

5337 Hamilton Lane
Pace, Florida 32571
Office 850.994.0023 Cell 850.232.9853
budpage1@mchsi.com

October 3, 2012
VIA HAND DELIVERY

Ms. Allyson Cain
Escambia County Planning Dept.
3363 West Park Place
Pensacola,, Florida 32505

RE: Rezoning Request
Property Parcel 14-1N-31-1001-007-002
Address: 85 Stone Blvd.
Current: ID-CP Desired: ID-2

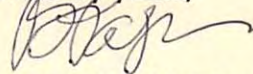
Dear Ms. Cain:

The attached application package requests consideration from the Planning Board to rezone the 9.9 acre reference site from ID-CP to ID-2. The site is located within an existing industrial park with existing infrastructure including water, sewer, three phase electric service, and most importantly, rail frontage.

The owner needs ID-2 zoning to allow his proposed use of processing heavy production machinery discarded from International Paper, Monsanto and other industrial sources that will deliver the product by rail to the site.

Please advise if you have any questions or need any further information. Thank you.

Sincerely yours,



Wiley C."Buddy" Page

Copy: 85 Stone, LLC



Development Services Department
Escambia County, Florida

APPLICATION

Please check application type: Conditional Use Request for: _____
 Administrative Appeal Variance Request for: _____
 Development Order Extension Rezoning Request from: IDCP to: ID-2

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: 85 Stone, LLC Phone: 850.484.7977

Address: 8500 Fowler Avenue Pensacola, FL 32534 Email: mikeo@kjsupplyco.com

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 85 Stone Boulevard Pensacola, Florida 32533

Property Reference Number(s)/Legal Description: 14-1N-31-1001-007-002

By my signature, I hereby certify that:

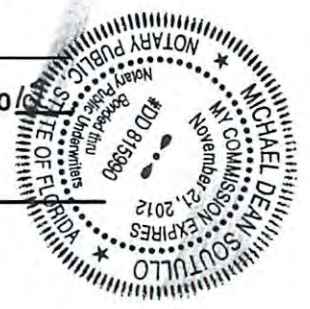
- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

[Signature] 85 Stone, LLC _____
 Signature of Owner/Agent Printed Name Owner/Agent Date

 Signature of Owner Printed Name of Owner Date

STATE OF FLORIDA COUNTY OF ESCAMBIA
 The foregoing instrument was acknowledged before me this 15 day of AUGUST 2012
 by MICHAEL ONTELL

Personally Known OR Produced Identification . Type of Identification Produced: _____
[Signature] Michael Dean Soutello
 Signature of Notary Printed Name of Notary
 (notary seal must be affixed)



FOR OFFICE USE ONLY CASE NUMBER: 2-2012-26
 Meeting Date(s): PB 11/5/BCC 12/6 Accepted/Verified by: A Cam Date: 10/31/12
 Fees Paid: \$4,050 Receipt #: _____ Permit #: PRZ12100027



CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 14-1N-31-1001-007-002

Property Address: 85 Stone Boulevard Pensacola, Florida 32533

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____ DAY OF _____, YEAR OF _____.

Signature of Property Owner

85 Stone, LLC
Printed Name of Property Owner

Date

8/15/12

Signature of Property Owner

Printed Name of Property Owner

Date



AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 85 Stone Boulevard Pensacola, Florida 32533
Florida, property reference number(s) 14-1N-31-1001-007-002

I hereby designate Wiley C. "Buddy" Page for the sole purpose
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above
referenced property.
Board of Adjustment to request a(n) on the above referenced property.

This Limited Power of Attorney is granted on this day of the year of,
and is effective until the Board of County Commissioners or the Board of Adjustment has
rendered a decision on this request and any appeal period has expired. The owner reserves the right to
rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development
Services Bureau.

Agent Name: Wiley C. "Buddy" Page Email: budpage1@mchsi.com

Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850 232 9853

Signature of Property Owner 85 Stone, LLC Printed Name of Property Owner Date

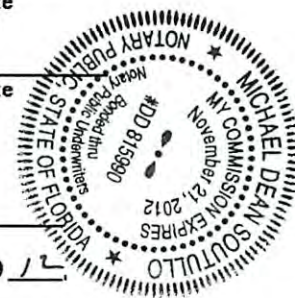
Signature of Property Owner Printed Name of Property Owner Date

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of August 20 12
by Michael Ontill

Personally Known OR Produced Identification. Type of Identification Produced:

Signature of Notary Michael Dean Soutello Printed Name of Notary (Notary Seal)



Applicant Response to Required Criteria

Stone Boulevard Rezoning

CRITERION (1)

Consistency with the Comprehensive Plan

Whether the proposed rezoning is consistent with the Comprehensive Plan.

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FLU 1.3.1 Future Land Use Categories. Intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Residential uses include Retail and Services, Professional Office, Recreational Facilities and Public and Civic uses. Residential Minimum Density: 2 du/acre Maximum Density: 10 du/acre.

Applicant Findings

The proposed rezoning to ID-2 is consistent with both the stated purpose and intent of these citations. ID-2 zoning is existing and adjacent to the site. All required infrastructure including water, sewer, three phase electric service, roadways and a water retention pond are on site as the building and site were previously and still a part of the industrial park area.

CRITERION (2)

Consistent with the Land Development Code

Whether the proposed rezoning is in conflict with any portion of the Code and is consistent with the stated purpose and intent of the Code.

LDC 6.05.19. ID-2 general industrial district (noncumulative).

A. Intent and purpose. This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is establishments that provide needed services to industrial development also may be accommodated in this district. All industrial development, redevelopment,

or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7. Refer to article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

7.20.07. Industrial locational criteria (ID-CP, ID-1, ID-2). New industrial development must meet the following locational criteria: 1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized. 2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan. 3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses. 4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas. 5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8.(FLU1.1.9) 6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

APPLICANT FINDINGS

The rezoning request is consistent with the intent and purpose of the Land Development Code as stated in 6.05.19. The parcel is located within an existing industrial park with available rail service along one side. The site is located near the intersection of Becks Lake Road and Hwy 29 all of which is located across from the Cantonment site of International Paper Company.

CRITERIA (3)

Compatible and the extent to which the proposed rezoning is compatible with existing and proposed uses in the area of the subject property.

APPLICANT FINDINGS

The proposed rezoning is consistent with surrounding existing uses in the area. Property to the north and east of the site contains a dirt/ground asphalt area and a asphalt plant. Property uses to the south and west of the site are largely owned by the CSX Railroad Company.

CRITERIA (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the rezoning of property(s).

APPLICANT FINDINGS

There are no recent changed conditions in the area.

CRITERIA (5)

Effect on natural environment.

Whether and to the extent to which the proposed rezoning would result in significant adverse impacts on the natural environment.

APPLICANT FINDINGS

A portion of the site is within a designated wellhead protection area which will require further review from the Emerald Coast Utilities Authority. As the site is totally built out, no other environmental impact is anticipated.

CRITERIA (6)

Development Patterns

Whether and the extent to which the proposed rezoning would result in a logical and orderly development pattern.

APPLICANT FINDINGS

The proposed rezoning would result in a logical and orderly development pattern. The site abuts industrial uses as part of the exiting industrial park neighborhood.

Prepared By and
When Recorded Return to:
ALAN B. BOOKMAN of
EMMANUEL, SHEPPARD & CONDON, P.A.
30 South Spring Street
Pensacola, Florida 32502
File ref: 07348-127374

**MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT
AND ASSIGNMENT OF RENTS**

Between:

**85 STONE, LLC, a Florida limited liability company
as "Mortgagor"**

and

**HANCOCK BANK,
a Mississippi state chartered bank**

as "Mortgagee"

Loan Amount: **\$975,000.00**

Date: July 3, 2012

Mortgagor's FEIN: 45-5576572
Mortgagor's Organizational ID No.: 112000065276

**FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$3,412.50 AND FLORIDA NON-
RECURRING INTANGIBLE TAXES IN THE AMOUNT OF \$1,950.00 ARE BEING PAID UPON
RECORDATION OF THIS MORTGAGE IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY,
FLORIDA.**

**MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT
AND ASSIGNMENT OF RENTS**

**THIS MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND
ASSIGNMENT OF RENTS (as the same be amended, modified, restated, renewed, supplemented, increased or
spread at any time or from time to time, the "Mortgage") is executed as of the 3rd day of July, 2012, by 85 STONE,
LLC, a Florida limited liability company, having an address of 8500 Fowler Avenue, Pensacola, Florida 32534
(whether one or more, the "Mortgagor" and, if more than one, the expression "Mortgagor" shall mean all
mortgagors and each of them jointly and severally), to HANCOCK BANK, a Mississippi state chartered bank,
having an address of 101 West Garden Street, Pensacola, Florida 32502 (together with any holder or holders of all or
any part of the Secured Indebtedness (as defined below), the "Mortgagee").**

**ARTICLE ONE
DEFINITIONS**

The following terms shall have the following meanings, unless the context clearly requires otherwise:

"**Access Laws**" shall mean the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*), as amended from time to time, the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601, *et seq.*), as amended from time to time, and all other federal, state or local laws, statutes, ordinances, rules, regulations, and orders relative to handicapped access.

"**Affiliate**" shall mean with respect to any Person, (i) any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, (1) such Person or (2) any general partner of such Person; (ii) any other Person 5% or more of the equity interest of which is held beneficially or of record by (1) such Person or (2) any general partner of such Person, and (iii) any general or limited partner or member of (1) such Person or (2) any general partner of such Person. "Control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise.

"**Blocked Persons List**" shall mean the list of Specially Designated Nationals and Blocked Persons generated and maintained by OFAC, as it exists from time to time or at any time, together with any and all amendments or replacements thereto or thereof.

"**Code**" shall mean the Florida Uniform Commercial Code, as amended from time to time, Chapters 671 through 680, *Florida Statutes*.

"**Environmental Law**" shall mean any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Mortgaged Property, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 *et seq.*) ("CERCLA"), as amended from time to time, including without limitation, the Superfund Amendments and Reauthorization Act ("SARA"), and the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901, *et seq.*) ("RCRA"), as amended from time to time.

"**Event of Default**" shall have the meaning ascribed to said term in Section 5.01 hereof.

"**Executive Order 13224**" shall mean Executive Order No. 13224, 66 Fed. Reg. 49709 (Sept. 25, 2001), as well as any supplement, amendment or replacement thereto or thereof.

"**Fiscal Year**" shall mean each of the Mortgagor's fiscal years, ending on December 31st of each calendar year.

"**Force Majeure Event**" shall mean any act of God, act of war, enemy action, civil disturbance, strike or labor lockout, or failure or inability to secure materials by reason of priority or similar regulation or order of any governmental authority.

"**GAAP**" shall mean Generally Accepted Accounting Principles and procedures of accounting in the United States of America, applied on a consistent basis and as are applicable in the circumstances as of the date of any report required herein or as of the date of an application of such principles as required herein.

"**Hazardous Substance**" shall mean one or more of the following substances: (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, SARA, RCRA, the Toxic Substances Control Act, Federal Insecticide, Fungicide, and Rodenticide Act, and the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 *et seq.*), and in the regulations promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United States

government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; and (iv) any material, waste or substance which is: (a) asbestos; (b) polychlorinated biphenyls; (c) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 *et seq.* (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317); (d) petroleum or petroleum distillate; (e) explosives; (f) radioactive materials; or (g) lead based paint.

"Improvements" shall mean all buildings, structures and improvements now or in the future on the Land regardless of whether physically affixed thereto or severed or capable of severance therefrom.

"Interest Rate Protection Agreement" shall mean any agreement between Mortgagor [and/or Borrower] and Mortgagee or any Affiliate of Mortgagee now existing or hereafter entered into, which provides for an interest rate, currency, equity, credit or commodity swap, cap, floor or collar, spot or forward foreign exchange transaction, cross currency rate swap, currency option, any combination of, or option with respect to, any of the foregoing or any similar transactions, for the purpose of hedging Mortgagor's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices (including any such or similar agreement or transaction entered into by Mortgagee or any Affiliate thereof in connection with any other agreement or transaction between Mortgagor and Mortgagee or any Affiliate thereof).

"Land" shall mean the tract of real property described upon Exhibit "A" attached hereto.

"Leases" shall mean all present and future leases and agreements, written or oral, for the use or occupancy of any portion of the Mortgaged Property, and any renewals, extensions or substitutions thereof and any and all subleases thereunder.

"Loan Documents" shall mean the Note, and this Mortgage, together with all documents, agreements, certificates, affidavits, loan agreements, security agreements, mortgages, collateral pledge agreements, assignments and contracts representing, evidencing or securing any or all of the Secured Indebtedness or executed in connection therewith, now or at any time, as the same may be amended, modified, restated, renewed or supplemented at any time or from time to time.

"Mortgaged Property" shall mean: (i) the Land and (a) the Improvements; (b) all estates, interests, licenses, rights and titles of Mortgagor in and to or benefiting the Land; (c) all easements, rights-of-way, estates, interests, rights and titles, if any, all streets, ways, alleys, passages, sewer rights, all of Mortgagor's right, title and interest in and to all plans and specifications, options, governmental approvals, permits, development rights, impact fee credits of any kind, water and sewer taps and sewer tap credits, and all other appurtenances whatsoever, in any way belonging, relating or appertaining to the Land including all present or future roads and sidewalks, in front of, or adjoining, the Land, and in and to any strips or gores of real estate adjoining the Land; (d) all passages, waters, water rights, water courses, riparian rights, other rights appurtenant to the Land including all mineral, oil and gas rights appurtenant to said Land, as well as any after-acquired title, franchises or licenses, and the reversions and remainders thereof; and (e) all estates, easements, concessions, interests, rights and titles appurtenant or incident to the foregoing; and (f) the Personal Property; and (g) all other estates, easements, interests, rights and titles which Mortgagor now has, or at any time hereafter acquires, in and to the Land, the Improvements, the Personal Property, and all property which is used or useful in connection therewith, including without limitation (i) all proceeds payable in lieu of or as compensation for loss or damage to any of the foregoing; (ii) all awards for a taking or for degradation of value in any eminent domain proceeding involving any of the foregoing; and (iii) the proceeds of any and all insurance (including without limitation, title insurance) covering the Land, the Improvements, the Personal Property, and any of the foregoing.

"Note" shall mean Promissory Note, dated the same date as this Mortgage in the principal amount of \$975,000.00, payable to the order of Mortgagee, and providing a final maturity date of June 3, 2027 as the same may be amended, modified, restated, supplemented, renewed, decreased, increased or replaced at any time or from time to time.]

"Obligor" shall mean Mortgagor, any guarantor, surety, endorser, partner in Mortgagor (if a partnership or joint venture) or other party directly or indirectly obligated, primarily or secondarily, for any portion of the Secured Indebtedness.

"Obligations" shall mean (i) any and all of the indebtedness, liabilities, covenants, promises, agreements, terms, conditions, and other obligations of every nature whatsoever, whether joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, of [Mortgagor][Borrower] or any other Obligor to Mortgagee, evidenced by, secured by, under and as set forth in the [Note][Guaranty], this Mortgage and the other Loan Documents; (ii) any and all other indebtedness, liabilities and obligations of every nature whatsoever (whether or not otherwise secured or to be secured) of [Mortgagor][Borrower] or any other Obligor (whether as maker, endorser, surety, guarantor or otherwise) to Mortgagee or any of Mortgagee's Affiliates, whether now existing or hereafter created or arising or now owned or howsoever hereafter acquired by Mortgagee or any of Mortgagee's Affiliates, whether such indebtedness, liabilities and obligations are or will be joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, matured or unmatured; (iii) any and all future advances under this Mortgage; (iv) any and all of the indebtedness, liabilities, covenants, promises, agreements, terms, conditions, and other obligations of any nature whatsoever, whether joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, of [Mortgagor][Borrower] or any other Obligor to Mortgagee or any of Mortgagee's Affiliates under any Interest Rate Protection Agreements, including, without limitation, any and all unpaid accrued payments due Mortgagee or any of Mortgagee's Affiliates, under any Interest Rate Protection Agreement, and/or the present value of future benefits lost by Mortgagee's or any of Mortgagee's Affiliates' nonreceipt of future payments in excess of corresponding future liabilities under any Interest Rate Protection Agreement; (v) any advances that Mortgagee may make to preserve or protect the Mortgaged Property or Mortgagee's interest therein; and (vi) all expenses and costs, including without limitation attorneys' fees, incurred by Mortgagee in the preparation, execution, or enforcement of any document relating to any of the foregoing.

"OFAC" shall mean the Office of Foreign Assets Control of the United States Treasury Department or any successor.

"Organizational Documents" shall mean, as to any Person which is not a natural person, the documents and/or instruments creating and/or governing the formation or operation of such Person, including without limitation such documents required to be filed with any governmental authority having jurisdiction over the creation or formation of such Person and including without limitation, articles of incorporation, bylaws, shareholder agreements, voting trust agreements, articles of organization, operating agreements, management agreements, certificates of limited partnership, partnership agreements, statements of qualification, trust agreements or indentures or other agreements or instruments as appropriate for such Person.

"Patriot Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended at any time or from time to time.

"Permitted Exceptions" shall mean the exceptions to title described upon Exhibit "B" attached hereto.

"Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

"Personal Property" shall mean the following, now owned or hereafter acquired by Mortgagor, and all accessories, attachments, additions, replacements, substitutes, products, proceeds, and accessions thereto or thereof: (i) all Rents and Leases; (ii) all other income or revenues of any kind now or hereafter derived from the operation of the Land and/or the Improvements, including without limitation overnight or other room rental charges, service fees and charges, and other fees for the use of all or any portion of the Mortgaged Property or any facilities thereon, or services provided thereon or therein, (iii) all general intangibles relating to the development or use of the Land and/or Improvements, including but not limited to all governmental permits relating to construction on the Land and/or, all names under or by which the Land and/or Improvements may at any time be operated or known, and all rights to carry on the business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land and/or Improvements; (iv) all water rights relating to the Land and/or Improvements that is owned by Mortgagor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land and/or Improvements; (v) all insurance proceeds, surveys, plans and specifications, drawings, permits, warranties, guaranties, deposits, prepaid expenses, contract rights, and general intangibles now, or hereafter related to, any of

the Land and/or Improvements; all property, personal or otherwise, at any time attached to or incorporated into or used in or about the Land and/or Improvements, including, without limitation, all fixtures, building materials, inventory, furniture, appliances, furnishings, goods, equipment, and machinery and all other tangible personal property affixed, attached or related to such property or used in connection therewith; and all proceeds and claims arising on account of any damage to or taking of the Land and/or Improvements or any part thereof, and all causes of action and recovery for any loss or diminution in the value of the Land and/or Improvements and all rights of the Mortgagor under any policy or policies of insurance covering the Land and/or Improvements or any Rents relating to the Land and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies.

"Prohibited Person" shall mean a Person who at any time: (i) is listed in the Annex to Executive Order 13224, (ii) listed on the Blocked Persons List; (iii) is a Person with whom Mortgagee is prohibited from doing business or entering into any transaction with pursuant to any law, regulation or order relating to terrorism or money laundering, including without limitation Executive Order 13224; or (iv) is an Affiliate of, or is controlled by, any Person described in clauses (i), (ii) and (iii) preceding.

"Rents" shall mean the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Mortgagor may now or hereafter become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property, or any part thereof, including, without limitation, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges (including monthly rental for parking spaces), tax and insurance premium contributions, and liquidated damages following default, premiums payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering the loss of rent resulting from destruction or damage to the Mortgaged Property which renders the Mortgaged Property unfit for occupancy by a tenant, together with any and all rights and claims of any kind which Mortgagor may have against any lessee or against any other occupants of the Mortgaged Property.

"Secured Indebtedness" shall mean: (i) all principal, interest, late charges, fees, premiums, expenses, obligations and liabilities of Mortgagor to Mortgagee arising pursuant to or evidenced or represented by the Note; (ii) all Obligations; and (iii) any and all renewals, increases, extensions, modifications, rearrangements, or restatements of the Note or all or any part of the loans, advances, future advances, indebtednesses, liabilities, and obligations described or referred to herein together with all costs, expenses, and attorneys' fees incurred in connection with the enforcement or collection thereof.

ARTICLE TWO GRANT; WARRANTY OF TITLE

For good and valuable consideration, including the loan evidenced by the Note, and in order to secure the Secured Indebtedness, Mortgagor does hereby **GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, MORTGAGE, AND CONVEY** unto Mortgagee, and Mortgagee's successors and assigns, the Mortgaged Property, subject to the Permitted Exceptions, **TO HAVE AND TO HOLD** the Mortgaged Property, together with all and singular the rights, hereditaments, and appurtenances thereto, for the use and benefit of Mortgagee. Mortgagor for Mortgagor and Mortgagor's successors, hereby agrees to warrant and forever defend, all and singular, good and marketable unencumbered fee simple title to the Mortgaged Property unto Mortgagee, and Mortgagee's successors or assigns, forever, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof, *subject, however*, to the Permitted Exceptions. The foregoing warranty of title shall survive the foreclosure of this Mortgage and shall inure to the benefit of and be enforceable by any person who may acquire title to the Mortgaged Property pursuant to such foreclosure.

ARTICLE THREE REPRESENTATIONS AND WARRANTIES AND COVENANTS

3.01 **Representations and Warranties.** Mortgagor represents and warrants to Mortgagee as follows:

(a) *Authority, etc.* Mortgagor is a limited liability company duly formed, validly existing and in good standing under the laws of its state of organization and its Organizational Documents and is duly qualified to transact business within the State of Florida; Mortgagor has all requisite power and authority to own, lease and operate its properties, including without limitation the Mortgaged Property; Mortgagor has full and lawful authority and power to execute, acknowledge, deliver, and perform this Mortgage and the other Loan Documents and the Loan Documents constitute the legal, valid, and binding obligations of Mortgagor and any other party thereto, enforceable against Mortgagor and such other parties in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting creditors' rights generally; and neither the execution and delivery of the Loan Documents, nor performance of or compliance with the terms thereof, will contravene or conflict with any law, statute or regulation to which Mortgagor is subject or any judgment, license, order or permit applicable to Mortgagor or any Organizational Document, indenture, mortgage, agreement or other instrument to which Mortgagor is a party or by which Mortgagor or the Mortgaged Property may be bound or subject.

(b) *Mortgagor's Location.* Mortgagor's principal place of business, chief executive office, location of its account records, mailing address and address for notices hereunder is set forth in the preamble hereof.

(c) *Title.* Mortgagor is the owner of good and marketable title to the Mortgaged Property, subject only to the Permitted Exceptions; Mortgagor has not previously sold, assigned, transferred or granted a lien or encumbrance in, and no liens or encumbrances exist in, the Mortgaged Property, or any part thereof.

(d) *Access.* The Mortgaged Property has full and free access to and from publicly dedicated streets and utilities' services and connections as are necessary for the occupancy and operation thereof.

(e) *Conflicts.* Neither the execution and delivery of the Loan Documents, nor consummation of any of the transactions therein contemplated, nor compliance with the terms and provisions thereof, will contravene or conflict with any provision of law, statute or regulation to which Mortgagor is subject or any judgment, license, order or permit applicable to Mortgagor or any indenture, mortgage, deed of trust, agreement or other instrument to which Mortgagor is a party or by which Mortgagor or the Mortgaged Property may be bound, or to which Mortgagor or the Mortgaged Property may be subject.

(f) *Information Provided.* All reports, statements, financial statements, cost estimates and other data, furnished by or on behalf of Mortgagor or any other Obligor including, without limitation, any maps of survey, plans and specifications, and commitments for title insurance are true and correct in all material respects.

(g) *Defaults.* No event has occurred and is continuing which constitutes an Event of Default or would, with the lapse of time or giving of notice or both, constitute an Event of Default.

(h) *Taxes.* All taxes, assessments and other charges levied against the Mortgaged Property and currently payable have been paid in full.

(i) *Leases.* Mortgagor has duly and punctually performed all and singular its obligations under any existing Leases up to the date hereof and, to Mortgagor's knowledge, no default currently exists under any such existing Lease.

(j) *Commercial Loan.* The Secured Indebtedness constitutes a contract under which credit is extended for business, commercial, investment, or other similar purpose, and is not for personal, family, household or agricultural use.

(k) *No Casualty.* The Mortgaged Property is not now damaged or injured as a result of any casualty.

(l) *Priority of Security Interest.* The security interests created pursuant to the terms of this Mortgage and the other Loan Documents (to the extent that they create security interests) are valid and subsisting security interests constituting first priority security interests in and to the collateral identified therein, subject to the Permitted Exceptions, all as more fully provided in the Loan Documents.

(m) *Zoning.* The Mortgaged Property is shown on the applicable zoning map as being zoned for a classification that permits the use of the Improvements and, except as expressly disclosed to Mortgagee in writing as of the date hereof, there are no conditional governmental permits relating to the use of the Mortgaged Property or any such Improvements.

(n) *Permits.* Except as expressly disclosed to Mortgagee in writing as of the date hereof, Mortgagor has obtained, and paid the fees for, all governmental permits and licenses necessary for the [use and operation of the Mortgaged Property.

(o) *Compliance with Governmental Regulations.* There are no material violations of governmental laws or regulations that pertain to the Mortgaged Property, and the existing Improvements, do not violate any applicable building, fire or zoning codes or regulations of any governmental agencies having jurisdiction thereof or any restrictive covenants applicable thereto.

(p) *No Adverse Change.* There has been no material adverse change in the financial condition of the Mortgagor or any Obligor since the date of application for the loan evidenced by the Note, nor has any portion of the Mortgaged Property been taken by eminent domain or condemned.

(q) *No Possessory Interests.* No Person has any possessory interest in the Mortgaged Property or right to occupy any portion thereof.

(r) *Legal Proceedings.* There are no claims, suits or other legal proceedings, pending or, to the actual knowledge of Mortgagor, on the date hereof, threatened against Mortgagor before any court or tribunal, which, if adversely determined, could (1) result in a judgment in money damages, or a fine or penalty against Mortgagor or the Mortgaged Property, (2) impair Mortgagor's ability to perform its obligations under the Loan Documents, (3) impair Mortgagor's ability to use or occupy any Improvements, or (4) reduce Mortgagor's income.

(s) *Utilities.* All utilities required by law or required for use and operation of the Mortgaged Property are available in sufficient capacity to meet the needs of the Improvements, and all lines for such utilities run either from publicly dedicated streets or, in the event they run through or over private property, there exist properly recorded easements which run with the land within which same run.

(t) *Access Laws.* The Improvements are in compliance with all Access Laws applicable to the Mortgaged Property and access therefrom is available from publicly dedicated streets or, in the event such access is gained through or over private property, there presently exist properly recorded easements that run with the Land.

(u) *Bankruptcy.* There are no actions, whether voluntary or involuntary, pending or threatened under the United States Bankruptcy Code in which Mortgagor or any Obligor is a "debtor".

(v) *Financial and Other Information.* All financial information furnished to Mortgagee with respect to Mortgagor, any guarantor, or the Mortgaged Property (a) is complete and correct in all material respects, (b) accurately presents the financial condition of such Persons as of the respective dates thereof and (c) has been prepared in accordance with GAAP, or in accordance with such other principles or methods as are reasonably acceptable to Mortgagee. All other documents and information furnished to Mortgagee with respect to such Persons are correct in all material respects and complete insofar as completeness is necessary to give Mortgagee an accurate knowledge of their subject matter. Such Persons have no material liability or contingent liability not disclosed to Mortgagee in writing and there is no material lien, claim, charge or other right of others of any kind (including liens or retained security titles of conditional vendors) on any property of such Persons not disclosed in such financial statements or otherwise disclosed to Mortgagee in writing.

(w) *Patriot Act.* No Obligor is a Prohibited Person and each Obligor is in full compliance with all applicable, orders, rules, or regulations promulgated under or in connection with Executive Order 13224 and/or the Patriot Act.

(x) *Tax Liability.* Mortgagor has filed all required federal, state and local tax returns and has paid all taxes due (including interest and penalties, but subject to lawful extensions disclosed to Mortgagee in writing) other

than taxes being promptly and actively contested in good faith and by appropriate proceedings. Mortgagor is maintaining adequate reserves for tax liabilities (including contested liabilities) in accordance with generally accepted accounting principles or in accordance with such other principles or methods as are reasonably acceptable to Mortgagee.

3.02 **Covenants.** So long as this Mortgage shall remain in effect, Mortgagor covenants and agrees with Mortgagee as follows:

(a) *Payment of Obligations.* Mortgagor shall pay [or cause Borrower to pay] as and when due all amounts owing on the Obligations, including without limitation the Secured Indebtedness.

(b) *Other Loan Documents.* Mortgagor shall perform [or cause Borrower to perform] all covenants, agreements and undertakings required of Mortgagor under the other Loan Documents, as and when required thereunder.

(c) *Taxes.* Mortgagor shall pay, prior to delinquency, all taxes and assessments as to any of the Mortgaged Property, and shall furnish to Mortgagee (not later than ten (10) days prior to the date upon which such taxes or assessments would become delinquent) evidence satisfactory to Mortgagee of the timely payment of such taxes and assessments [*provided, however,* Mortgagor shall not be required to pay any such tax or assessment if and so long as the amount, applicability or validity thereof is being contested in good faith by appropriate legal proceedings and a bond has been posted in form and substance acceptable to Mortgagee, or if acceptable to Mortgagee in the alternative, appropriate cash reserves therefor have been deposited with Mortgagee, in each case, in an amount equal to the amount being contested plus a reasonable additional sum as determined by Mortgagee to cover costs, legal fees and expenses, interest and penalties.

(d) *Insurance.*

(i) Type and Amounts. Mortgagor shall maintain or cause to be maintained, to promptly pay, on or before the same becoming due, all premiums relative to, shall provide Mortgagee with evidence of such coverages as Mortgagee shall require with respect to, and shall name Mortgagee as an additional insured, loss payee and/or mortgagee, as appropriate, under, the following policies of insurance as and when required below, which must be carried with insurers approved by and acceptable to Mortgagee, in its sole discretion: (i) an "all risk" policy of insurance insuring against loss or damage by fire, casualty and other hazards as now are or subsequently may be covered by an "all risk" policy of insurance including, without limitation, riot and civil commotion, vandalism, malicious mischief, burglary and theft, lightning, hail, windstorm, and explosion; (ii) comprehensive general public liability insurance covering occurrences that may arise in the Mortgaged Property, including broad form property damage, blanket contractual and personal injuries (including death resulting therefrom), and containing minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (iii) if any of the Mortgaged Property is located in an area designated as a special flood hazard area, insurance against flood hazards in the maximum amounts available under the National Flood Insurance Program; insurance covering loss of rents and/or business interruption with respect to the Mortgaged Property in an amount equal to the aggregate annual amount of all rentals or other income derived from the operation of the Mortgaged Property for a period of not less than one (1) year from the date of casualty; and (vi) such other coverages as Mortgagee may from time to time or at any time require. All policies of insurance required hereunder shall be satisfactory in form and substance to Mortgagee and shall be approved by Mortgagee as to amounts, form, risk coverage, deductibles, loss payees and insureds.

(ii) Requirements as to Policies. All policies of insurance required hereunder are (1) to be issued by companies approved by Mortgagee and either licensed to transact business in the State of Florida, or obtained through a duly authorized surplus line insurance agent or otherwise in conformity with the laws of such state, with a claims paying ability rating of "A" or better by Standard & Poor's Ratings Group or a rating of "[A:X]"¹ or better in the current Best's Insurance Reports, (2) to contain the standard New York mortgage non-contribution clause naming Mortgagee as the Person to which all payments made by such

¹ Adjust per lender requirements.

insurer shall be paid, (3) to be maintained so long as the Secured Indebtedness remains unpaid without cost to Mortgagee, and (4) to provide that Mortgagee shall receive at least thirty (30) days prior written notice of any modification, termination or cancellation.

(iii) Delivery of Policies. Mortgagor shall cause the originals or duplicate originals of each policy required hereunder to be delivered to Mortgagee.

(iv) Payment of Premiums. Mortgagor shall pay, or cause to be paid, all insurance premiums at least thirty (30) days before such premiums become due and shall furnish Mortgagee satisfactory proof of such timely payments and shall deliver all renewal policies to Mortgagee at least thirty (30) days prior to the expiration of each expiring policy.

(v) Review of Values. Upon the written request of Mortgagee, Mortgagor shall increase the amount of insurance covering the Mortgaged Property to its then full insurable value.

(e) Notice of Casualty. Mortgagor shall immediately deliver written notice to Mortgagee of any casualty loss affecting the Mortgaged Property that would cost more than \$25,000.00 to repair or replace.

(f) Compliance with Laws. Mortgagor shall comply with all governmental laws, ordinances, rules, and regulations applicable to the Mortgaged Property and its ownership, use, and operation, and shall comply with all, and not violate any, easements, restrictions, agreements, covenants, and conditions with respect to or affecting the Mortgaged Property, or any part thereof.

(g) Condition of Mortgaged Property. Mortgagor shall maintain, preserve, and keep the Mortgaged Property in good repair and condition at all times and from time to time. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof. Except as otherwise provided in this Mortgage, no part of the Improvements shall be removed, demolished or altered, without the prior written consent of Mortgagee. Mortgagor shall have the right, without such consent, to remove and dispose of free from the lien of this Mortgage any part of the Improvements as from time to time may become worn out or obsolete, provided that such Improvements shall be replaced with other Improvements of equal utility and of a value at least equal to that of the replaced Improvements.

(h) Payments for Labor and Materials. Mortgagor shall pay promptly all bills for labor, materials and equipment incurred in connection with the Mortgaged Property, and shall never permit to be fixed against the Mortgaged Property, or any part thereof, any lien, even though inferior to the liens and security interests hereof, for any such bill which may be legally due and payable; *provided, however*, Mortgagor shall not be required to pay any such bill if the amount, applicability or validity thereof is being contested in good faith by appropriate legal proceedings and Mortgagor has furnished to Mortgagee a bond in form and substance acceptable to Mortgagee with corporate surety satisfactory to Mortgagee, or other security satisfactory to Mortgagee, and sufficient such that the contested lien shall be transferred from the Mortgaged Property to such bond.

(i) Further Assurances. Mortgagor shall execute and deliver forthwith to Mortgagee, at any time and from time to time upon request by Mortgagee, any and all additional instruments (including, without limitation, deeds of trust, mortgages, security agreements, assignments, and financing statements) and further assurances, and to do all other acts and things at Mortgagor's expense, as may be necessary or proper, in Mortgagee's reasonable opinion, to effect the intent of these presents, to more fully evidence and to perfect, the rights, titles and Liens, herein created or intended to be created hereby and to protect the rights of Mortgagee hereunder.

(j) Prohibition Against Liens. Without the prior written consent of Mortgagee, Mortgagor shall not create, incur, permit or suffer to exist in respect of the Mortgaged Property, or any part thereof, any other or additional lien on a parity with or superior or inferior to the liens and security interests hereof; *provided, however*, if any such lien now or hereafter affects the Mortgaged Property or any part thereof, Mortgagor covenants to timely perform all covenants, agreements and obligations required to be performed under or pursuant to the terms of any instrument or agreement creating or giving rise to such lien.

(k) *Conveyance; Due On Sale.* Without the prior written consent of Mortgagee, in Mortgagee's sole and absolute discretion (*i.e.*, such consent may be withheld for any reason or for no reason whatsoever), Mortgagor shall not sell or otherwise alienate or dispose of (which shall include any installment sales contract or agreement for deed, lease-option agreement, ground lease, or lease under which the tenant does not occupy any portion of the Mortgaged Property) the Mortgaged Property, or any part thereof, nor shall it permit the sale, transfer, assignment, pledge, encumbrance, or other disposition of any interest in Mortgagor or the right to receive distributions or profits from Mortgagor or the Mortgaged Property, or the change in control in Mortgagor or any Person comprising Mortgagor that results in a material change in the identity of the Person(s) in control of such entity. The foregoing shall include, without limitation, any transfer of any portion of the Mortgaged Property into an entity formed by or for Mortgagor for "estate planning" or succession purposes. In the event of the violation of any of the foregoing, Mortgagee may, at its election, declare the entire Secured Indebtedness to be immediately due and payable, without notice to Mortgagor (which notice Mortgagor hereby expressly waives); and upon such declaration, the entire Secured Indebtedness shall be immediately due and payable, anything contained in any Loan Document to the contrary notwithstanding, and the Mortgagee shall have such options as are provided herein and the Loan Documents. Mortgagee shall not be required to demonstrate any actual impairment of its security in order to exercise such option. The provisions hereof shall be operative with respect to, and be binding upon, any Persons who shall acquire any part or interest in or encumbrance upon the Mortgaged Property, or any interest in the Mortgagor. Any waiver by the Mortgagee of the provisions hereof shall not be a waiver of the right of the Mortgagee in the future to insist upon strict compliance with the provisions hereof.

(l) *Financial Reporting.* [Mortgagor shall deliver to Mortgagee, within one hundred twenty (120) days after the end of each of Mortgagor's Fiscal Years, audited financial statements prepared by Mortgagor's certified public accountant and otherwise in form acceptable to, and as required by, Mortgagee, together with all supporting schedules, together with financial and other information relative to the Mortgaged Property to consist at a minimum of a balance sheet as of the end of each of Mortgagor's Fiscal Years and a statement of profit and loss for operations of the Mortgaged Property, together with an annual rent roll for the Mortgaged Property, in such form as Mortgagee shall require consistent with GAAP [or other standard acceptable to Mortgagee] applied on a consistent basis certified to Mortgagee by certified public accountant. Additionally, Mortgagor shall provide to Mortgagee within one hundred twenty (120) days of the end of each of Mortgagor's Fiscal Years, or if an extension is filed, within thirty (30) days of the date of filing thereof, but not later than November 1 in any event, copies of its then current certified public accountant prepared federal income tax returns together with all exhibits and schedules thereto. The financial statements shall include, among other things, detailed information regarding (i) any other Person in which Mortgagor is the majority owner and (ii) any Person in which Mortgagor is not the majority owner, but for which Mortgagor is directly or contingently liable on debts or obligations of any kind incurred by any such Person.

(m) *Additional Reports and Information.* Mortgagor shall also deliver to Mortgagee, in form and substance reasonably satisfactory to Mortgagee and within ten (10) days of Mortgagee's request therefor from time to time, (a) copies of all financial statements and reports that Mortgagor sends to its shareholders (if Mortgagor is a corporation), its partners (if Mortgagor is a partnership or joint venture) or to its members (if Mortgagor is a limited liability company), (b) copies of all reports which are available for public inspection or which Mortgagor is required to file with any governmental authority, and (c) all other information relating to Mortgagor, the Mortgaged Property or the Secured Indebtedness reasonably required by Mortgagee from time to time.

(n) *Tax on Liens.* If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Mortgage, or upon any rights, titles, liens, or security interests created hereby, or upon the Secured Indebtedness, or any part thereof, Mortgagor shall pay immediately all such taxes to the extent permitted by law; provided that, if it is unlawful for Mortgagor to pay such taxes, then Mortgagor shall, if Mortgagee so requires, prepay the Secured Indebtedness in full within sixty (60) days after demand therefor by Mortgagee.

(o) *Inspections.* During all business hours, Mortgagor shall allow any representative of Mortgagee to inspect the Mortgaged Property, and all books and records of Mortgagor, and to make and take away copies of such books and records. Mortgagor shall maintain complete and accurate books and records in accordance with good accounting practices.

(p) *Removal of Personalty.* Mortgagor shall not cause or permit any of the Personal Property to be removed from Mortgaged Property, except items of Personal Property which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to, or greater than, the replaced items when new.

(q) *Expenses.* Mortgagor shall promptly pay and hold Mortgagee harmless from all appraisal fees, survey fees, recording fees, abstract fees, title policy fees, escrow fees, inspection fees, attorneys' fees, and all other costs of every kind incurred by Mortgagee in connection with the Secured Indebtedness, the collection thereof and the exercise by Mortgagee of its rights and remedies hereunder and under the other Loan Documents. Additionally, Mortgagor agrees to reimburse Mortgagee of the cost of periodic field examinations of the Mortgagor's books and records at such intervals as Mortgagee may require.

(r) *Mortgagee's Right to Make Certain Payments.* In the event Mortgagor fails to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid or fails to repair the Mortgaged Property as herein agreed, Mortgagee is hereby authorized at its election to pay and/or discharge, the taxes, assessments, liens, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs, without any obligation on its part to determine the validity and/or necessity thereof, and without Mortgagee waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage. The full amount of each and every such payment made by the Mortgagee shall be secured by this Mortgage and become immediately due and payable by Mortgagor and shall bear interest from date thereof until paid at the default rate set forth in the Note and together with such interest. Nothing herein contained shall be deemed as requiring Mortgagee to advance or spend monies for any of the purposes mentioned in this paragraph.

(s) *Obligations Under Personal Property; Governmental Approvals; and Contracts.* Mortgagor shall perform fully all obligations imposed upon Mortgagor by the agreements and instruments constituting part of the Personal Property (including, without limitation, the Leases), all governmental approvals, licenses or permits relative to the use and occupancy of the Improvements, and shall maintain and keep all of the foregoing in full force and effect.

(t) *Alterations.* Mortgagor shall make no material alterations in the Mortgaged Property, except as required by law or municipal ordinance, without Mortgagee's prior written consent.

(u) *Payment of Utilities* Mortgagor shall pay promptly all charges for utilities or services related to the Mortgaged Property.

(v) *Patriot Act Compliance.* Mortgagor shall not, and shall use commercially reasonable efforts to ensure that any other Obligor or Affiliate of Mortgagor or any such Obligor shall not: (i) conduct any business, or engage in any transaction or dealing, with any Prohibited Person, including without limitation knowingly making or receiving any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order 13224 or the Patriot Act. On request from time to time by Mortgagee, Mortgagor shall promptly deliver to Mortgagee any such certification or other evidence as Mortgagee shall reasonably require confirming that, to Mortgagor's knowledge, no violation of this subsection shall have occurred.

(w) *Forfeiture.* Mortgagor shall not commit, permit or suffer any act, omission or circumstance which would afford any federal, state or local government, or agency thereof, the right of forfeiture as against the Mortgaged Property or any part thereof or any monies paid in performance of the Obligations. In furtherance thereof, Mortgagor hereby agrees to, and does, indemnify, defend and hold Mortgagee harmless of, from and against any loss, damage or injury by reason of any such forfeiture as a result of Mortgagor's breach of the foregoing covenants.

(x) *Access Laws.* Mortgagor shall strictly comply at all times, to the extent required thereby, with all Access Laws.

(y) *Appraisals.* Mortgagor shall pay for and cooperate with Mortgagee in obtaining an appraisal of the Mortgaged Property when required by the regulations of the Federal Reserve Board or the Federal Deposit Insurance Corporation or any other governmental agency or regulator having jurisdiction over Mortgagee or at such other times as the Mortgagee may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by Mortgagee. The cost of such appraisals shall be paid by Mortgagor within ten (10) days of receiving an invoice therefor.

ARTICLE FOUR ENVIRONMENTAL MATTERS

4.01 **Representations and Warranties.** Mortgagor represents and warrants to Mortgagee as follows: (i) neither the Mortgaged Property nor the Mortgagor is in violation of or subject to any existing, pending or threatened investigation by any governmental authority under any Environmental Law; (ii) Mortgagor has not and is not required by any Environmental Law to obtain any permits or license to construct or use any improvements, fixtures or equipment forming a part of the Mortgaged Property; (iii) Mortgagor has made diligent inquiry into previous uses and ownership of the Mortgaged Property, and has determined that no Hazardous Substance has been disposed of or released on or to the Mortgaged Property; (iv) Mortgagor's prior, current and intended future use of the Mortgaged Property will not result in the disposal or release of any Hazardous Substance on or to the Mortgaged Property except as permitted by applicable law.

4.02 **Environmental Matters.** Mortgagor shall not use, generate, manufacture, store, release, discharge, or dispose of on, under, or about the Mortgaged Property or transport to or from the Mortgaged Property any Hazardous Substance or allow any other person or entity to do so except under conditions permitted by applicable laws (including all Environmental Laws). Mortgagor shall keep and maintain the Mortgaged Property in compliance with, and shall not cause or permit the Mortgaged Property to be in violation of, any Environmental Law. Mortgagor shall give prompt written notice to Mortgagee of: (i) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Mortgaged Property or the migration thereof from or to other property; (ii) all claims made or threatened by any third party against Mortgagor or the Mortgaged Property relating to any loss or injury resulting from any Hazardous Substance; and (iii) Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Mortgaged Property under any Environmental Law, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Mortgaged Property under any Environmental Law. Mortgagor shall provide to Mortgagee copies, contemporaneously with filing same, of all reports, inventories, notices or other forms filed or submitted to the Environmental Protection Agency, or any state or local agency having responsibility for overseeing or enforcing any Environmental Laws. In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary under any applicable local, state or federal law or regulation, any judicial order, or by any governmental entity because of, or in connection with, the current or future presence or release of a Hazardous Substance, Mortgagor shall within such period of time as may be required under any applicable law, regulation, order or agreement, commence and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work shall be performed by competent contractors. All costs and expenses of such Remedial Work shall be paid by Mortgagor including, but not limited to, Mortgagee's reasonable attorneys' fees and costs incurred in connection with review of such Remedial Work. In the event Mortgagor shall fail to diligently prosecute to completion such Remedial Work, Mortgagee may, but shall not be required to, cause such Remedial Work to be performed and all costs and expenses thereof, or incurred in connection therewith, shall become part of the Secured Indebtedness.

4.03 **Environmental Indemnity.** Mortgagor shall protect, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the Mortgaged Property whether known or unknown, fixed or contingent, occurring prior to the termination of this Mortgage, including, but not limited to: (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Mortgaged Property

and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the release of the lien of this Mortgage, or the extinguishment of the lien by foreclosure or action in lieu thereof, and this covenant shall survive such release or extinguishment. These covenants and requirements shall be in addition to, and not in substitution of, any other covenants and requirements under any separate environmental indemnification executed in favor of Mortgagee in connection with the transactions evidenced by this Mortgage.

ARTICLE FIVE EVENTS OF DEFAULT; WAIVERS; REMEDIES

5.01 Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) the failure to pay when due (i) any payment of principal and/or interest on the Secured Indebtedness or any other obligation of any Obligor to Mortgagee under the Note or any other Loan Document, whether a regularly scheduled payment, at maturity or by acceleration, or (ii) any taxes or assessments described in Section 3.02 of this Mortgage, or (iii) any insurance premiums required to keep the insurance coverage required by this Mortgage or any other Loan Document in full force and effect at any time, or (iv) any other monetary sum required to be paid pursuant to the terms of any other Loan Document or any instrument evidencing the Permitted Exceptions;

(b) a default which is not otherwise the subject of any other provision of this Article 5 shall occur in the performance of any of the covenants or agreements of any Obligor contained in the Note, this Mortgage, any guaranty, or any other Loan Document and such default is not capable of being cured, or if capable of being cured shall continue uncured to the reasonable satisfaction of Mortgagee for a period of thirty (30) days after written notice thereof from Mortgagee to Mortgagor, or such other lesser or greater period of time, if any, with or without notice as specifically set forth in the applicable document or instrument;

(c) if any representation or warranty of any Obligor in any of this Mortgage, the other Loan Documents, any endorsement, any guaranty, or in any certificate or statement furnished at any time thereunder or in connection therewith proves to be untrue or misleading in any material respect when made or furnished;

(d) a default that remains uncured within the applicable grace or curative period, if any, shall occur under any other obligation, liability or indebtedness of any Obligor to any other party that, in the opinion of Mortgagee, causes a material adverse change in the financial condition of Mortgagor or any other Obligor;

(e) the commencement of a proceeding by or against any Obligor for dissolution or liquidation, the voluntary or involuntary termination or dissolution of any Obligor or the merger or consolidation of any Obligor with or into another entity;

(f) the insolvency of, the business failure of, the appointment of a custodian, trustee, liquidator or receiver for or for any of the property of, the assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or the filing of a petition for any adjustment of indebtedness, composition or extension by or against any Obligor or affecting the Mortgaged Property, and in the case of an involuntary bankruptcy or insolvency proceeding only, the same is not dismissed within sixty (60) days of the date of filing thereof;

(g) the death or legal incapacity of any Obligor who is a natural person[, *unless, however,* in the case of a guarantor only, within ninety (90) days from the date of death or incapacity of such Obligor (or such earlier date by which Mortgagee would be barred from asserting a claim under the Note or such Obligor's guaranty in any probate proceeding as to such deceased Obligor or such Obligor's estate), a substitute guarantor or guarantors having a reputation, financial standing, liquid assets, net worth and income satisfactory to, and approved in writing by, Mortgagee, in its sole and absolute discretion, shall have (1) executed and delivered to Mortgagee a written guaranty agreement or agreements in form and substance as then required by Mortgagee and (2) paid all costs, including without limitation Mortgagee's attorneys' fees, incurred by Mortgagee in the preparation of such substitute guaranty agreement or agreements;

(h) the failure of any Obligor to timely deliver financial statements, including tax returns, other statements of condition or other information, as required by the Loan Documents or as Mortgagee shall request from time to time;

- (i) the entry of a judgment against any Obligor which Mortgagee deems to be of a material nature, in Mortgagee's sole discretion, which is not released or satisfied within ten (10) days of the entry thereof;
- (j) the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property of any Obligor, including without limitation the Mortgaged Property;
- (k) should Mortgagee's liens, mortgages or security interests, including without limitation this Mortgage, in any of the collateral for the Note, including without limitation the Mortgaged Property, become unenforceable, or cease to be first priority liens, mortgages or security interests;
- (l) should any additional liens be granted upon the Mortgaged Property, or should a default occur under the terms of any agreement, declaration, indenture, mortgage or other security instrument that results in the creation of a lien or other security interest in the Mortgaged Property, whether such lien or security interest is superior or inferior in priority to this Mortgage;
- (m) the determination by Mortgagee that it is insecure for any reason;
- (n) the determination by Mortgagee that a material adverse change has occurred in the financial condition of any Obligor;
- (o) the failure of Mortgagor's business to comply with any law or regulation controlling its operation;
- (p) condemnation or taking by eminent domain of all or any material part (as determined by Mortgagee in its sole discretion) of the Mortgaged Property; or
- (q) should any notice provided for in Section 697.04 (or any successor statute), Florida Statutes, be filed of record for all or any part of the Mortgaged Property.

5.02 **Remedies of Mortgagee.** Upon the occurrence of any Event of Default, the Mortgagee may immediately do any one or more of the following:

- (a) Declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums comprising the Secured Indebtedness, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, notice or presentment for payment.
- (b) Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term hereof or any other right; (ii) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of the court or courts of competent jurisdiction; (iii) to collect all Rents, issues, profits, revenues, income, proceeds or other benefits from the Mortgaged Property pursuant to applicable law, and as further described in Section 7.04 of this Mortgage; (iv) without regard to the value, adequacy or occupancy of the Mortgaged Property, to seek appointment of a receiver; (v) to enter upon and take possession of the Mortgaged Property and to collect all Rents, issues, profits, revenues, income or other benefits thereof, and such receiver shall have all rights and powers permitted under law; (vi) to pursue any other remedy available to it, including, but not limited to, taking possession of the Mortgaged Property without notice or hearing to Mortgagor; (vii) to make repairs, alterations, additions and improvements to the Mortgaged Property for the purpose of preserving it or its value; or (viii) to surrender all insurance policies. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both as Mortgagee may determine.
- (c) Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of the Mortgaged Property in its own absolute right without further accountability to any person or entity, including, but not limited to, other creditors of Mortgagor. Mortgagee may, if permitted by law, and after allowing for costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply any portion of or all of the indebtedness and

other sums due to Mortgagee under the Note, this Mortgage or any other instrument securing the Note, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon. Mortgagee shall, unless precluded under applicable law from seeking a deficiency judgment against Mortgagor, be entitled to enforce payment from Mortgagor of all amounts then remaining due and unpaid and to recover judgment against Mortgagor or any other person liable for payment of the Obligations pursuant to the instruments evidencing the Obligations, for any portion thereof remaining unpaid, with interest at the "Default Rate" as provided in the Note.

(d) Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable (i) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (ii) to preserve or protect its interest in the Mortgaged Property, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

(e) If Mortgagor has defaulted in its obligation to procure and maintain in full force and effect, the insurance as described in this Mortgage, or any other insurance required by any other Loan Document or by any applicable State or Federal regulation, then Mortgagee may, at its sole option, but Mortgagee shall not be required to, procure and maintain such insurance coverage for the Mortgaged Property as Mortgagee shall elect in its sole discretion ("Force Placed Insurance"). The sole beneficiary under any Force Placed Insurance policy shall be Mortgagee, and Mortgagor shall have no rights or benefits thereunder, including any right to collect proceeds of or benefits under any Force Placed Insurance policy following destruction of the Mortgaged Property, or any portion thereof. All amounts paid by Mortgagee for premiums for Force Placed Insurance on the Mortgaged Property shall be added to balance of the Obligations secured by this Mortgage and such amounts shall accrue interest at the "Default Rate" as provided in the Note.

(f) In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor, the Mortgaged Property, any Obligor, or its property, then Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by Mortgagor for the Secured Indebtedness [or under the Guaranty, as applicable,] at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Mortgagor after such date.

(g) Pursue any and all remedies available under the Code, it being agreed that ten (10) days' notice as to the time, date and place of any proposed sale shall be reasonable.

(h) Exercise any and all rights or other remedies as contained in the other Loan Documents.

5.03 Waiver of Appraisal, Valuation, Stay, Marshaling, Extension and Redemption Laws. Mortgagor agrees to the fullest extent permitted by law, that upon the occurrence or continuation of an Event of Default, if Mortgagee has elected to enforce its remedies hereunder or at law, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property of the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

5.04 Remedies Cumulative. The rights of Mortgagee and its successors and assigns hereunder or under any other Loan Document, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages, and preservation of security as provided at law, and such remedies may be pursued by Mortgagee

concurrently. No act of Mortgagee or its successors or assigns, shall be construed as an election to proceed under any one provision to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding. All remedies granted to Mortgagee shall be exercised as often as may be deemed appropriate by Mortgagee following the occurrence and continuation of any Event of Default.

ARTICLE SIX SECURITY AGREEMENT

6.01 Grant and Perfection of Security Interest. Mortgagor hereby transfers, assigns, delivers and grants to Mortgagee a security interest in and right of set-off against the Personal Property as security for payment of the Secured Indebtedness. Mortgagor hereby authorizes Mortgagee to file in each and every jurisdiction as Mortgagee shall determine one or more financing statements (or a photocopy of this Mortgage in substitution for a financing statement), continuation statements or amendments thereto as Mortgagee shall at any time or from time to time determine, and otherwise containing such information as is required or is permissible to be contained in a financing statement filed pursuant to Article 9 of the Code. Mortgagor shall have possession of the Personal Property, except to the extent otherwise expressly provided in this Mortgage or where Mortgagee elects, in its sole and absolute discretion, to perfect its security interest by possession in addition to or instead of filing of a financing statement. To the extent that any Personal Property is in the possession of a third party, Mortgagor agrees that it shall join with Mortgagee, and take such other steps as Mortgagee shall require, in notifying, but also hereby authorizes Mortgagee to directly notify without Mortgagor's joinder, the third party of Mortgagee's security interest and obtaining an acknowledgment in such form or forms as Mortgagee shall require from the third party that it is holding the Personal Property or such portion as is held by the third party for the benefit of the Mortgagee and subject to the security interest granted herein and the operation of this Mortgage. Mortgagor agrees that it shall join with Mortgagee, and take such other steps as Mortgagee shall require, in obtaining "control" of any Investment Property, Deposit Accounts, Letter of Credit Rights or Electronic Chattel Paper (as such terms are defined in the Code) forming any part of the Personal Property, with any agreements establishing control to be in form and substance satisfactory to Mortgagee.

6.02 Notice of Change in Location. Mortgagor covenants and agrees that in the event that the state of its "location," as used in the Code, shall change from its "location" existing as of the date hereof, Mortgagor shall notify Mortgagee in writing within fifteen (15) days thereof and shall further provide to Mortgagee the state of its location and shall take all such actions as are required in order to perfect or continue the perfection of Mortgagee's security interest in the Personal Property.

6.03 Assignment of Non-Code Personal Property. To the extent that any of the Personal Property is not subject to the Code, Mortgagor hereby assigns to Mortgagee all of Mortgagor's right, title, and interest in and to the Personal Property to secure the Secured Indebtedness, together with the right of set-off with regard to such Personal Property (or any part hereof). Release of the lien of this Mortgage shall automatically terminate this assignment to the extent that this Mortgage was the sole instrument evidencing said assignment.

ARTICLE SEVEN ASSIGNMENT OF RENTS

7.01 Assignment. Mortgagor does hereby grant, transfer and assign unto Mortgagee its rights under (i) the Leases; (ii) any and all guaranties of payment or performance of the obligations of any lessee under any Leases; and (iii) all Rents or issues from the Mortgaged Property; *provided, however*, that Mortgagee hereby grants to Mortgagor a license to collect and receive all Rents, which license shall be revocable by notice from Mortgagee to Mortgagor at any time after the occurrence and during the continuation of an Event of Default.

7.02 Covenants Regarding Leases. With respect to the Leases from time to time or at any time existing, Mortgagor shall (i) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with, the Leases, (ii) not receive or collect any Rents from any of the Leases for a period of more than one (1) month in advance, (iii) not waive, discount, set-off, compromise, or in any manner release or discharge any lessee, of and from any obligations, covenants, conditions and agreements by such lessee under its Lease, (iv) not terminate or consent to any surrender of any Lease, or modify or in any way alter the terms thereof, without the prior

written consent of Mortgagee, and shall use all reasonable efforts to maintain each of the Leases in full force and effect during the term of this Mortgage, (v) not subordinate any Lease to any mortgage or other encumbrance (other than the lien of this Mortgage), and (vi) shall (A) obtain Mortgagee's approval as to the form and substance of each Lease or amendment thereto, (B) deliver to Mortgagee, true and complete copies of the Leases and any amendments thereto, (C) not enter into any oral leases or any side agreements with respect to a Lease with any lessee, except upon notice to and approval in writing by Mortgagee, (D) not execute any Lease except for actual occupancy by the lessee thereunder, and (E) from time to time upon request of Mortgagee, furnish to Mortgagee a written certification signed by Mortgagor describing all then existing Leases and the names of the tenants and Rents payable thereunder.

7.03 No Liability for Mortgagee. Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from Mortgagee's failure to let the Mortgaged Property, or any part thereof, after an Event of Default or from any other act or omission of Mortgagee in managing the Mortgaged Property, or any part thereof. Mortgagee shall not be obligated to perform or discharge, any obligation, duty or liability under the Leases and Mortgagor shall indemnify Mortgagee for, and hold Mortgagee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Mortgagee incur any such liability under the Leases or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and Mortgagor shall reimburse Mortgagee therefor immediately upon demand, and upon the failure of Mortgagor to do so Mortgagee may, at its option, declare the Secured Indebtedness immediately due and payable. It is further understood that the assignment evidenced by this Article Seven shall not operate to place responsibility upon Mortgagee for the control, care, management or repair of the Mortgaged Property, nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Mortgaged Property by any person, or for any dangerous or defective condition on the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any lessee, licensee, employee or other person.

7.04 Specific Remedies Under Assignment of Rents Upon Default or Event of Default. Upon the occurrence of any default or Event of Default under this Mortgage or any other Loan Document, Mortgagee may exercise any and all rights and remedies contained in this Mortgage and the other Loan Documents, and Mortgagee, without in any manner waiving such default, may at its sole option (a) without notice and without regard to the adequacy of the security for the indebtedness evidenced by the Loan Documents, either in person, by agent or by a receiver appointed by the court, enforce the assignment evidenced by this Mortgage and take possession of the Mortgaged Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Mortgagee may deem proper, and, either with or without taking possession of said Mortgaged Property in its own name, and (b) to dispossess by summary proceedings any tenant defaulting in the payment of Rents to Mortgagee, and (c) to rent or lease the Mortgaged Property or any part thereof including renewals of Leases, and (d) make demand directly to tenants in occupancy or to Mortgagor or any other Obligor, or to all of them, at Mortgagee's sole election, or sue for or otherwise directly collect and receive all Rents of said Mortgaged Property directly from tenants in occupancy, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs thereto or replacements thereof as may seem proper to Mortgagee, and to apply such Rents to the payment of (i) expenses of managing the Mortgaged Property, including, but not limited to, the salaries, fees and wages of a managing agent and such other employees as Mortgagee may deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Property, including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens and premiums for insurance which Mortgagee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Property which Mortgagee may deem necessary or desirable, and (ii) the Secured Indebtedness, together with all costs, attorneys' fees and paralegals' fees, in such order of priority as Mortgagee in its sole discretion may determine, notwithstanding any statute, law, custom or usage to the contrary. Nothing contained herein shall impair or affect any right or remedy which Mortgagee might now or hereafter have, but the remedies provided herein shall be in addition to any others which Mortgagee may have hereunder or under Florida law, including without limitation, the right to seek sequestration of Rents under Section 697.07, Florida Statutes (or any successor statute, and as amended from time to time). Exercise by Mortgagee of the options granted by this Mortgage and this Section 7.04, the collection of Rents, and the application thereof as herein provided, shall not be considered a waiver of any default by Mortgagor or any other Obligor hereunder or under the Loan Documents.

ARTICLE EIGHT MISCELLANEOUS

8.01 Reserve for Taxes and Insurance. Upon notification from Mortgagee, Mortgagor shall create a fund or reserve for the payment of all ground rentals, insurance premiums, taxes, and assessments against the Mortgaged Property by paying the Mortgagee, contemporaneously with each installment of principal and interest on the Note, a sum equal to the rentals payable by Mortgagor to any lessor of the Mortgaged Property, or any part thereof, plus the premiums that will become due and payable on the insurance policies covering the Mortgaged Property, or any part thereof, plus taxes and assessments next due on the Mortgaged Property, or any part thereof, as estimated by Mortgagee, less all sums paid previously to Mortgagee therefor, divided by the number of installments of principal and/or interest to elapse before one month prior to the date when such ground rentals, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee, without interest, for the purposes of paying such ground rentals, premiums, taxes, and assessments. Prior to the occurrence of an Event of Default, Mortgagee shall apply such sums to the payment of such ground rentals, premiums, taxes and assessments. After the occurrence and during the continuation of an Event of Default, Mortgagee may, in its sole discretion, apply such sums to the payment of such expenses or to the Secured Indebtedness. Any excess reserve shall, at the discretion of Mortgagee, be credited by Mortgagee on subsequent payments to be made on the Secured Indebtedness by Mortgagor, and any deficiency shall be paid by Mortgagor to Mortgagee on or before the date when such ground rentals, premiums, taxes, and assessments, shall have become delinquent.

8.02 Condemnation and Eminent Domain. Mortgagee shall be entitled to receive any and all sums which may be awarded or become payable to Mortgagor for the condemnation of, or taking upon exercise of the right of eminent domain with respect to, any of the Mortgaged Property or as a result of private sale in lieu thereof, and any sums which may be awarded or become payable to Mortgagor for damages caused by public works or construction on or near the Mortgaged Property. Mortgagor shall give immediate written notice to Mortgagee of any such proceedings affecting the Mortgaged Property, and shall afford Mortgagee an opportunity to participate in any proceeding or settlement of awards with respect thereto. All sums are hereby assigned to Mortgagee, and Mortgagor shall, upon request of Mortgagee, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for any such sums. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums. Any sums so collected shall be applied by Mortgagee, first, to the expenses, if any, of collection, and then to the Secured Indebtedness, and if any sums then be remaining then to Mortgagor.

8.03 Insurance Proceeds. Mortgagee is authorized and empowered to collect and receive the proceeds of any and all insurance that may become payable with respect to any of the Mortgaged Property. In event of any casualty loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of to Mortgagor or to Mortgagor and Mortgagee jointly. The insurance proceeds or any part hereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorneys' fees, either to reduction of the Secured Indebtedness or the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the Secured Indebtedness, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8.04 After-Acquired Property. The lien of this Mortgage shall automatically attach, without further act, to all after-acquired property of Mortgagor located in or on, or attached to, or used or intended to be used in connection with the operation of the Mortgaged Property or Mortgagor's business thereon and shall, without further act of any party, be subject to the provisions of this Mortgage.

8.05 Illegality. If any provision of this Mortgage is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Mortgage, the legality, validity, and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or

unenforceable provision there shall be added automatically as a part of this Mortgage a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8.06 Counterparts. This Mortgage may have simultaneously been executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original.

8.07 Exhibits. All exhibits attached hereto are by this reference made a part hereof.

8.08 Indemnity. Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from and against, any and all losses, damages, claims, costs, penalties, causes of action, liabilities and expenses, including court costs and attorneys' fees, howsoever arising (including, without limitation, for injuries to or deaths of persons and damage to property), from or incident to the ownership of the Mortgaged Property and development, use, possession, maintenance, management, and construction.

8.09 Singular; Plural. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

8.10 Headings. The captions, headings, and arrangements used in this Mortgage are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

8.11 Notices. Whenever this Mortgage requires or permits any consent, approval, notice, request, or demand from one party to another, the consent, approval, notice, request, or demand must be in writing to be effective and shall be deemed to have been given when personally delivered or deposited in the United States mails, registered or certified, return receipt requested, addressed to the party to be notified at the address set forth in the preamble hereof (or at such other address as may have been designated by written notice).

8.12 Governing Laws. The substantive laws of the State of Florida shall govern the validity, construction, enforcement, and interpretation of this Mortgage, and the other Loan Documents, unless otherwise specified therein.

8.13 Time of Essence. Time is of the essence of this Mortgage.

8.14 Fixture Filing. This Mortgage shall also constitute a security agreement with respect to the Personal Property and a "fixture filing" for purposes of the Code. Portions of the Personal Property are or may become fixtures. Information concerning the security interests herein granted may be obtained at the addresses stated in the preamble hereof.

8.15 Financing Statement. Mortgagee shall have the right at any time to file this Mortgage as a financing statement, but the failure to do so shall not impair the validity and enforceability of this Mortgage in any respect whatsoever. A carbon, photographic, or other reproduction of this Mortgage, or any financing statement relating to this Mortgage, shall be sufficient as a financing statement.

8.16 Entire Agreements; Amendments. This Mortgage, the Note and the other documents executed in connection herewith represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Mortgage cannot be amended except by agreement in writing by the party against whom enforcement of the amendment is sought. The modification hereof or of the Obligations, or the release of any portion of the Mortgaged Property from the lien hereof shall not impair the priority of the lien of this Mortgage or the remaining Mortgaged Property encumbered hereby.

8.17 Assignment; Successors and Assigns. The terms "Mortgagor" and "Mortgagee" herein shall include the parties named above as Mortgagor and Mortgagee, respectively, and their successors and assigns, and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective successors and assigns. Mortgagor shall not be entitled to assign its rights and obligations under this Mortgage without the prior written consent of Mortgagee. If Mortgagee issues its prior written consent to Mortgagor's assignment of this Mortgage, then Mortgagor shall, notwithstanding any such

consent, continue to be fully liable for the payment and performance obligations owed to Mortgagee under this Mortgage as if it were the "Mortgagor" hereunder. Mortgagee may at any time, and from time to time, as it may deem appropriate, assign all or part of all of its rights and interests under this Mortgage, the Note, and the other Loan Documents and any guaranties of the Obligations. In such event, this Mortgage shall continue to apply in full force and effect, and Mortgagee and/or its successors and assigns agree to give Mortgagor notice of any such assignment whereby Mortgagee does not retain the servicing of the Obligations; *provided, however*, the failure of Mortgagee to give such notice shall not affect the validity of any such assignment or any obligations of Mortgagor under this Mortgage, the Note or any other of the Loan Documents executed in connection therewith. In the event of an assignment by Mortgagee, such assignment shall be deemed to have been made pursuant to the terms of this Mortgage and not to be in modification hereof.

8.18 No Right of Setoff. No setoff or claim that Mortgagor may now or in the future have against Mortgagee shall relieve or excuse Mortgagor from paying the installments under the Note or performing any other obligation secured hereby when the same is due.

8.19 No Third Party Benefitted. This Mortgage is made for the purpose of setting forth rights and obligations of Mortgagor and Mortgagee and the other parties hereto, and no other Person shall have any rights hereunder or by reason hereof.

8.20 Nonliability of Mortgagee. Mortgagor acknowledges and agrees that:

(a) the relationship between Mortgagor and Mortgagee is and shall remain solely that of debtor and creditor, and Mortgagee neither undertakes nor assumes any responsibility to review, inspect, supervise, approve or inform Mortgagor of any matter in connection with the development, construction and operation of the Mortgaged Property, as applicable, including matters relating to (i) plans and specifications, (ii) activities or actions of architects, contractors, subcontractors and materialmen, or the workmanship of or materials used by any of them with respect to the Mortgaged Property, or (iii) if applicable, progress of the construction of any Improvements on the Mortgaged Property or their conformity with any plans and specifications. Mortgagor shall rely entirely on its own judgment with respect to the foregoing matters and acknowledges that any review, inspection, supervision, approval or other information supplied to Mortgagee in connection with such matters is solely for the protection of Mortgagee and that neither Mortgagor nor any other third party, including any "guarantor" shall be entitled to rely on Mortgagee for such purposes;

(b) notwithstanding any other provision of any Loan Document to the contrary, (i) Mortgagee is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind with Mortgagor and Mortgagee does not intend to ever assume any such status; and (ii) Mortgagee shall not be deemed responsible for or be deemed to be a participant in any acts, omissions or decisions of Mortgagor;

(c) Mortgagee shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any Person or property resulting from any construction on, or occupancy or use of, the Mortgaged Property, whether arising from: (i) any defect in any building, grading, landscaping or other onsite or offsite improvement; (ii) any act or omission of Mortgagor or any of Mortgagor's agents, employees, independent contractors, licensees or invitees; or (iii) any accident on the Mortgaged Property or any fire or other casualty or hazard thereon;

(d) by accepting, requiring or approving anything required to be performed or given to Mortgagee under this Mortgage or any other Loan Document (or by failing to accept, require or approve same), including any certificate, financial statement, inspection, survey, plans and specifications, appraisal or insurance, Mortgagee shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty, representation or undertaking by Mortgagee to anyone; and

(e) Mortgagee shall not be liable for any omission, error of judgment or act done by Mortgagee in good faith, or be otherwise responsible or accountable to Mortgagor under any circumstances whatsoever, nor shall Mortgagee be personally liable in case of entry by Mortgagee, or anyone entering by virtue of the powers granted under this Mortgage, upon the Mortgaged Property or for debt contracted or for damages incurred in the management or operation of the Mortgaged Property, and Mortgagee shall have the right to rely on any instrument,

document, or signature authorizing or supporting any action taken or proposed to be taken by Mortgagee hereunder, believed by Mortgagee in good faith to be genuine.

8.21 Right to Modify. Without affecting the obligation of Mortgagor to pay and perform as herein required, without affecting the personal liability of any person for payment of the Obligations including without limitation the Secured Indebtedness, and without affecting the lien or priority of the lien hereof on the Mortgaged Property, Mortgagee may, at its option, extend the time for payment of the Obligations or any portion thereof, reduce the payments thereon, release any person liable on any portion of the Obligations, accept a renewal note or notes therefor, modify the terms of the Secured Indebtedness, release or reconvey any part of the Mortgaged Property, take or release other or additional security, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or agreement subordinating the lien hereof. Any such action by Mortgagee may be taken without Mortgagor's consent and without the consent of any subordinate lienholder, and shall not affect the priority of this Mortgage over any subordinate lien.

8.22 Expenses of Recording. Mortgagor agrees to pay all recording fees, documentary stamp taxes, intangible taxes, charges and filing, registration and recording fees imposed upon this Mortgage, the recording or filing thereof, or upon the Mortgagee by reason of its ownership of this Mortgage, or its enforcement thereof.

8.23 Attorneys' Fees. The term "attorneys' fees" as used herein shall also include charges for paralegals, law clerks and other staff members operating under the supervision of an attorney, and shall also include, without limitation, any allocated costs of Mortgagee's in-house counsel to the extent permitted by applicable law. Any award or payment of attorneys' fees hereunder or by order of a court of competent jurisdiction shall include as a part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

8.24 Future Advances. Any additional sum or sums advanced by the then holder of the Note secured hereby, to or for the benefit of Mortgagor, whether obligatory or made at the option of Mortgagee, or otherwise, at any time within twenty (20) years from the date of this Mortgage, with interest at the rate agreed upon at the time of each additional loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a promissory note of the borrowers and whether or not identified by a recital that it is secured by this Mortgage; provided that the aggregate amount of principal indebtedness outstanding and so secured at any one time shall not exceed a maximum principal sum equal to four (4) times the face amount of the Note, plus interest thereon and any disbursements made for the payment of taxes, levies, insurance or other sums in connection with the Mortgaged Property with interest on such disbursements.


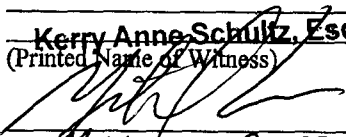
8.25 WAIVER OF JURY TRIAL. THE PARTIES TO THIS MORTGAGE, ON BEHALF OF THEMSELVES AND THEIR AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, HEIRS AND PERSONAL REPRESENTATIVES, IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY ON ANY ISSUE, CLAIM, DEFENSE, COUNTERCLAIM, CAUSE OF ACTION, DEMAND, DAMAGE OR LOSS OF ANY TYPE, INCLUDING AT LAW OR IN EQUITY, IN ANY WAY BASED UPON OR ARISING OUT OF THIS MORTGAGE, ANY RELATED AGREEMENT OR INSTRUMENT, ANY COLLATERAL FOR THE SECURED INDEBTEDNESS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM, INCLUDING WITHOUT LIMITATION ANY CLAIM, COUNTERCLAIM, CAUSE OF ACTION OR DEMAND AGAINST ANY EMPLOYEE, OFFICER, DIRECTOR OR ASSIGNEE OF ANY PARTY. NO PARTY OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK TO CONSOLIDATE ANY SUIT, ACTION OR PROCEEDING, IN WHICH THE RIGHT TO TRIAL BY JURY HAS BEEN WAIVED, WITH ANY OTHER SUIT, ACTION OR PROCEEDING IN WHICH THE RIGHT TO TRIAL BY JURY HAS NOT BEEN WAIVED ENTIRELY.

THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.


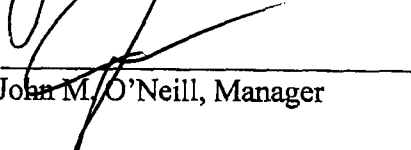
IN WITNESS WHEREOF, Mortgagor, intending to be legally bound hereby, has executed this Mortgage as of the day and year first above written.

[THIS BLOCK TO BE USED WHEN AN INDIVIDUAL IS MORTGAGOR]

[Witnesses:


Kerry Anne Schultz, Esquire
(Printed Name of Witness)

MICHAEL CARRO
(Printed Name of Witness)


Mortgagor:
85 STONE, LLC, a Florida limited liability company

BY: 
John Martin Moore, Manager
BY: 
John M. O'Neill, Manager


STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of July, 2012, by JOHN MARTIN MOORE, as Manager of 85 Stone, LLC, a Florida limited liability company, on behalf of the company. He is:

Personally Known to Me, or
 Produced his Driver's License as Identification

NOTARY PUBLIC-STATE OF FLORIDA
 Kerry Anne Schultz
Commission # EE049523
Expires: DEC. 16, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

(SEAL)


SIGNATURE OF NOTARY
Kerry Anne Schultz, Esquire
NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC, STATE OF FLORIDA

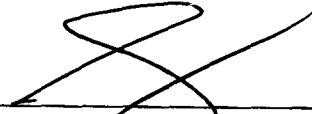
My Commission Expires: 12/16/14

STATE OF FLORIDA
COUNTY OF Essex

The foregoing instrument was acknowledged before me this 3rd day of July, 2012, by JOHN M. O'NEILL, as Manager of 85 Stone, LLC, a Florida limited liability company, on behalf of the company. He is:

Personally Known to Me, or
 Produced his Driver's License as Identification

NOTARY PUBLIC-STATE OF FLORIDA
Kerry Anne Schultz
Commission # EE049523
Expires: DEC. 16, 2014
BONDED THRU ATLANTIC BONDING CO., INC.



SIGNATURE OF NOTARY

Kerry Anne Schultz, Esquire
NAME LEGIBLY PRINTED,
TYPEWRITTEN OR STAMPED

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 12/16/14

Exhibits:

- A—Legal Description of Land
- B—Schedule of Permitted Exceptions

Exhibit A

Parcel 1:

Commence at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida; thence proceed South 33 degrees 15 minutes 05 seconds East along the East line of the aforesaid Section a distance of 1894.36 feet; thence departing said East Section line proceed South 61 degrees 01 minutes 23 seconds West a distance of 2149.26 feet to the Point of Beginning of the following described parcel: Thence continue South 61 degrees 01 minutes 23 seconds West a distance of 723.09 feet to the Easterly right-of-way of Seaboard Systems Railroad (right of way varies); thence proceed North 27 degrees 38 minutes 07 seconds West along the Easterly right-of-way Seaboard Systems Railroad a distance of 1035.40 feet; thence departing said Easterly right-of-way proceed South 74 degrees 55 minutes 40 seconds East a distance of 928.78 feet to a point of curvature of a curve, concave to the North, having a radius of 525.00 feet, a central angle of 13 degrees 57 minutes 57 seconds, a tangent distance of 64.30 feet, a chord bearing and distance of South 81 degrees 54 minutes 38 seconds East 127.65 feet; thence proceed Southeasterly along the arc of said curve a distance of 127.97 feet to a point on a non-tangent line; thence proceed South 16 degrees 14 minutes 53 seconds East a distance of 320.28 feet to the Point of Beginning. (The above described parcel of land is situated in Section 14, Township 1 North, Range 31 West, Escambia County, Florida.)

Together with Non-Exclusive Easements for the Purpose of Ingress and Egress and for installation and maintenance of Utilities upon, over and across Parcel 2 (Easement Parcel A) and Parcel 3 (Easement Parcel B) described in Warranty Deed and Grant of Easements recorded in O.R. Book 3354, Page 207, being more particularly described as follows:

Parcel 2 (Easement Parcel A):

Commence at a 2 inch iron pipe at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida; thence South 53 degrees 23 minutes 25 seconds West along the North line thereof a distance of 1966.02 feet to a point on the West right-of-way of Stone Boulevard; thence South 30 degrees 29 minutes 54 seconds East, a distance of 573.66 feet to a point for the Point of Beginning (also being a point of curvature); thence around a curve in a clockwise direction having a delta angle of 86 degrees 31 minutes 34 seconds, an arc distance of 60.41 feet, a radius of 40.00 feet, and a chord bearing of South 12 degrees 45 minutes 53 seconds West a distance of 54.83 feet to a point of tangency; thence South 56 degrees 01 minutes 40 seconds West a distance of 41.22 feet to a point curvature; thence around a curve in a counterclockwise direction having a delta angle of 40 degrees 57 minutes 20 seconds, an arc distance of 193.00 feet, a radius of 270.00 feet, and chord bearing of South 35 degrees 33 minutes 00 seconds West distance of 188.92 feet to point of tangency; thence South 15 degrees 04 minutes 20 seconds West, a distance of 212.66 feet to a point on the North right-of-way of a railroad easement; thence South 74 degrees 55 minutes 40 seconds East 60.00 feet; thence North 15 degrees 04 minutes 20 seconds East, 212.66 feet to a point of curvature; thence around a curve in a clockwise direction having a delta angle of 40 degrees 57 minutes 20 seconds, an arc distance of 150.11 feet, a radius of 210.00 feet, and a chord bearing of North 35 degrees 33 minutes 00 seconds East, a distance of 146.93 feet to a point of tangency; thence North 56 degrees 01 minutes 40 seconds East, a distance of 46.90 feet to a point of curvature; thence around a curve in a clockwise direction having a delta angle of 77 degrees 38 minutes 35 seconds, an arc distance of 54.21 feet, a radius of 40.00 feet, and a chord bearing South 85 degrees 09 minutes 02 seconds East, a distance of 50.15 feet to a point of compound curvature; thence around a curve in a clockwise direction having a delta angle of 15 degrees 49 minutes 51 seconds, an arc distance of 92.01 feet, a radius of 333.00 feet, and a chord bearing of North 38 degrees 24 minutes 49 seconds West, a distance of 91.72 feet to a point; thence North 30 degrees 29 minutes 54 seconds West, a distance of 37.65 feet to the Point of Beginning.

Parcel 3 (Easement Parcel B):

Commence at a 2 inch iron pipe at the Northeast corner of Section 14, Township 1 North, Range 31 West, Escambia County, Florida; thence South 53 degrees 23 minutes 25 seconds West along the North line thereof, a distance of 1966.02 feet to a point on the West right-of-way of Stone Boulevard; thence South 30 degrees 29 minutes 54 seconds East along the West right-of-way of Stone Boulevard, a distance of 573.66 feet to a point of curvature; thence around a curve in a clockwise direction having a delta angle of 86 degrees 31 minutes 34 seconds, an arc distance of 60.41 feet, a radius of 40.00 feet, and a chord bearing of South 12 degrees 45 minutes 53 seconds West a distance of 54.83 feet to a point of tangency; thence South 56 degrees 01 minutes 40 seconds West a distance of 41.22 feet to a point of curvature; thence around a curve in a counterclockwise direction having a delta angle of 40 degrees 57 minutes 20 seconds, an arc distance of 193.00 feet, a radius of 270.00 feet, and a chord bearing of South 35 degrees 33 minutes 00 seconds West, a distance of 188.92 feet to a point of tangency; thence South 15 degrees 04 minutes 20 seconds West a distance of 212.66 feet to a point for the Point of Beginning; thence South 15 degrees 04 minutes 20 seconds West, a

Exhibit A

(Continued)

distance of 75.00 feet to a point; thence South 74 degrees 55 minutes 40 seconds East a distance of 60.00 feet to a point thence North 15 degrees 04 minutes 20 seconds East, a distance of 75.00 feet to a point thence North 74 degrees 55 minutes 40 seconds West a distance of 60.00 feet to the Point of Beginning.

Parcel Identification Number: 14-1N-31-1001-007-002

EXHIBIT B
(Permitted Encumbrances)

1. Rights of the lessees under unrecorded leases.
2. Easement in favor of Gulf Power Company recorded in Deed Book 121, Page 168, Public Records of Escambia County, Florida.
3. Temporary Easement and Indemnification Agreements recorded in O.R. Book 3354, Page 211, Public Records of Escambia County, Florida.
4. Grant of Easements and Reservations set forth in Warranty Deed recorded in O.R. Book 3354, Page 207, Public Records of Escambia County, Florida.
5. Subject to ownership of railroad tracks/spur contained in Easement referenced as Easement Parcel 3 (Easement Parcel B), we are unable to determine ownership of the railway spur.
6. Oil, Gas and Mineral Reservation recorded in O. R. Book 2213, Page 360, Public Records of Escambia County, Florida.
7. Easement to Five Flags Pipe Line Company recorded in O. R. Book 2249, Page 809, Public Records of Escambia County, Florida.
8. Agreement with Five Flags Pipe Line Company recorded in O. R. Book 3307, Page 971 and supplemented by Disclaimer of Easement recorded in O. R. Book 3354, Page 214, Public Records of Escambia County, Florida.
9. Subject to rights of others to use the non-exclusive easements recorded in O. R. Book 3354, at Pages 207 and 217, respectively, Public Records of Escambia County, Florida.

Planning Board-Rezoning

5. B.

Meeting Date: 11/05/2012

CASE : Z-2012-27

APPLICANT: Lawrence Richardson, Agent
for John W. Hawkins, Jr.

ADDRESS: 124 Massachusetts Ave

PROPERTY REF. NO.: 46-1S-30-2001-007-011

FUTURE LAND USE: MU-U, Mixed-Use Urban

DISTRICT: 3

OVERLAY DISTRICT: Palafox Overlay District

BCC MEETING DATE: 12/06/2012

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-6 Neighborhood Commercial and Residential District, (cumulative) High Density (25 du/acre).

TO: C-2, General Commercial and Light Manufacturing District, (cumulative) (25 du/acre).

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan Policy CPP FLU 1.1.1 Development Consistency. New development and redevelopment in the unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and Future Land Use Map (FLUM).

Comprehensive Plan Policy CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

CPP FLU 1.1.9 Buffering. In the LDC, Escambia County shall ensure the compatibility of

adjacent land uses by requiring buffers designed to protect lower intensity uses from more intensive uses, such as residential from commercial. Buffers shall also be used to protect agricultural activities from the disruptive impacts of nonagricultural land uses and protect nonagricultural uses from normal activities.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to ~~C-4~~ **C-2** is **consistent** with the intent and purpose of Future Land Use category MU-U, Mixed-Use Urban as stated in CPP FLU 1.3.1. This FLU category allows for a mix of residential and non-residential uses such as retail, professional office and light industrial while promoting infill development. The proposed amendment will utilize the existing roads and infrastructure as stated in CPP FLU 1.5.3.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

6.05.13. R-6 neighborhood commercial and residential district, (cumulative) high density. A. Intent and purpose of district. This district is intended to provide for a mixed use area of residential, office and professional, and certain types of neighborhood convenience shopping, retail sales and services which permit a reasonable use of property while preventing the development of blight or slum conditions. This district shall be established in areas where the intermixing of such uses has been the custom, where the future uses are uncertain and some redevelopment is probable. The maximum density is 25 dwelling units per acre, except in the low density residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses, heights and densities allowed in R-6, neighborhood commercial and residential areas located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual parcels with R-6 zoning located in the Scenic Highway Overlay District, C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District, or RA-1(OL) Barrancas Redevelopment Area Overlay District. All neighborhood commercial (R-6) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in article 7.

B. Permitted uses.

1. Any use permitted in the R-5 district.
2. Retail sales and services (gross floor area of building not to exceed 6,000 square feet). No permanent outside storage allowed.
 - a. Food and drugstore, including convenience stores without gasoline sales.
 - b. Personal service shop.
 - c. Clothing and dry goods store.
 - d. Hardware, home furnishings and appliances.
 - e. Specialty shops.
 - f. Banks and financial institutions.
 - g. Bakeries, whose products are made and sold at retail on the premises.

- h. Florists shops provided that products are displayed and sold wholly within an enclosed building.
- i. Health clubs, spa and exercise centers.
- j. Studio for the arts.
- k. Martial arts studios.
- l. Bicycle sales and mechanical services. m. Other retail/service uses of similar type and character of those listed herein above.
- 3. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
- 4. Restaurants.
- 5. Automobile service stations (no outside storage, minor repair only).
- 6. Appliance repair shops (no outside storage or work permitted).
- 7. Places of worship and educational facilities/institutions.
- 8. Fortune tellers, palm readers, psychics, etc.
- 9. Other uses which are similar or compatible to the uses permitted herein that would promote the intent and purposes of this district. Determination on other permitted uses shall be made by the planning board (LPA).
- 10. Mobile home subdivision or park.
- C. Conditional uses.
 - 1. Any conditional use allowed in the R-5 district.
 - 2. Drive-through restaurants (fast food or drive-in, by whatever name known).
 - 3. Any building exceeding 120 feet height.
 - 4. Neighborhood commercial uses that do not exceed 35,000 square feet of floor area.
 - 5. Automobile service operations, including indoor repair and restoration (not including painting), and sale of gasoline (and related service station products), gross floor area not to exceed 6,000 square feet. Outside repair and/or storage and automotive painting is prohibited.
 - 6. Mini-warehouses meeting the following standards:
 - a. One acre or less in size (building and accessory paved area);
 - b. Three-foot hedge along any right-of-way line;
 - c. Dead storage use only (outside storage of operable vehicles including cars, light trucks, RVs, boats, and similar items).
 - d. No truck, utility trailer, and RV rental service or facility allowed, see C-2.
 - 7. Radio broadcasting and telecasting stations, studios, and offices with satellite dishes and antennas. On-site towers are prohibited. (See section 6.08.02.L.)
 - 8. Temporary structures. (See section 6.04.16)
 - 9. Arcade amusement centers and bingo facilities.
- D. Off-street parking regulations. See section 7.02.00.
- E. Site and building requirements. Lot coverage, lot width, yard requirements and building height limitations (unless modified pursuant to subpart C above) are the same as the R-5 district.
- F. Landscaping. See section 7.01.00.
- G. Signs. See article 8.
- H. Locational criteria. See article 7 and Comprehensive Plan Policies 7.A.4.13 and 8.A.1.13.

LDC 6.05.16. C-2 General commercial and light manufacturing district (cumulative). This district is composed of certain land and structures used to provide for the wholesaling and retailing of commodities and the furnishing of several major services and selected trade shops. The district also provides for operations entailing manufacturing, fabrication and assembly operations where all such operations are within the confines of the building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare. Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.). Characteristically, this type of district occupies an area larger than that of the C-1 retail commercial district, is intended to serve a

considerably greater population, and offers a wider range of services. The maximum density for residential uses is 25 dwelling units per acre.

All general commercial and light manufacturing (C-2) development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (Policies 7.A.4.13 and 8.A.1.13) and in Article 7.

B. Permitted uses.

1. Any use permitted in the C-1 district.
2. Amusement and commercial recreational facilities such as, but not limited to, amusements parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and trampoline centers.
3. Carnival-type amusements when located more than 500 feet from any residential district.
4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
5. New and used car sales, mobile home and motorcycle sales and mechanical services. No intrusions are permitted on the public right-of-way (see section 6.04.09).
6. Automobile rental agencies. No intrusions are permitted on the public right-of-way (see section 6.04.09).
7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public right-of-way (see section 6.04.09).
8. Automobile repairs, including body work and painting services.
9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet or less in height. See section 7.18.00 for performance standards.
10. Commercial food freezers and commercial bakeries.
11. Building trades or construction office and warehouses with outside on-site storage.
12. Marinas, all types including industrial.
13. Cabinet shop.
14. Manufacturing, fabrication and assembly type operations which are contained and enclosed within the confines of a building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
15. Commercial communication towers 150 feet or less in height.
16. Taxicab companies.
17. Bars and nightclubs.
18. Boat sales and service facilities.
19. Boat and recreational vehicle storage. (No inoperable RVs, untrailered boats, repair, overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance conditions as defined in section 7.07.06.)
20. Adult entertainment uses subject to the locational criteria listed below (See Escambia County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement; additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However, these C-2 type uses are not permitted in the Gateway Business Districts.
 - a. Adult entertainment uses must meet the minimum distances as specified in the following locational criteria:
 - (1) One thousand feet from a preexisting adult entertainment establishment;
 - (2) Three hundred feet from a preexisting commercial establishment that in any manner sells or dispenses alcohol for on-premises consumption;
 - (3) One thousand feet from a preexisting place of worship;
 - (4) One thousand feet from a preexisting educational institution;
 - (5) One thousand feet from parks and/or playgrounds;
 - (6) Five hundred feet from residential uses and areas zoned residential within the county.
21. Borrow pits and reclamation activities thereof (subject to local permit and development

review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

22. Temporary structures. (See section 6.04.16)

23. Arcade amusement centers and bingo facilities.

24. Other uses similar to those permitted herein. Determination on other permitted uses shall be made by the planning board (LPA).

6.07.05. Palafox Overlay District

A. Intent and purpose of district. The Palafox Overlay District is intended to provide an enhanced level of protection to the mixed use character of the Palafox Community Redevelopment District thereby furthering the objectives of the Palafox Community Redevelopment Plan. The Palafox Overlay District is rather diverse with the amount of commercially and industrially zoned properties blended with isolated neighborhood-type residentially zoned properties. This is a zoning overlay and the regulations herein expand upon the existing zoning district regulations otherwise imposed on individual parcels within the district.

B. Applicability. This zoning overlay district applies to all zoned properties within the Palafox Community Redevelopment District.

C. Relationship to underlying zoning. All of the use listings and site design requirements of the underlying zoning districts shall continue to apply.

D. Permitted uses. Mixed-use developments, defined as where non-residential and residential uses occupy the same building. The non-residential use(s) shall contain the first or bottom floor and the residential use(s) contain the second or upper floor(s).

E. Prohibited uses.

1. Mobile homes and manufactured homes. (This does not prohibit the construction of modular homes; see Article 3 of this code.)

2. Mobile home/manufactured home parks.

F. Uses requiring management plan submittal. The following uses shall submit a management plan to the CRA prior to development approval. The CRA must be notified of any amendments to a submitted management plan.

1. Retail sale of alcohol for off-premises consumption.

2. Bars and nightclubs.

3. Pawn shops and check cashing services.

4. Commercial amusement arcades, including billiard parlors and game machine arcades.

5. Automotive uses (including car sales, automobile rental agencies, car washes, auto repair facilities, tire sales, etc.).

6. Truck, utility trailer, and RV rental service or facility.

7. Portable food vendors.

8. Welding shops located in C-1 zoning districts.

G. Management plan. The applicant shall submit a management plan that addresses the following:

1. Proposed hours of operations.

2. Other similar properties managed by the applicant, if applicable.

3. Explanation of any franchise agreement.

H. Rezoning. Surrounding uses, whether conforming or non-conforming should not be taken into consideration for the rezoning rationale.

LDC 7.01.06. Buffering between zoning districts and uses. Spatial relationships between C-2 zoning districts where they are adjacent to multiple-family and office districts (R-3PK, R-4, R-5, R-6, V-4, VM-1, VM-2, PUD), require a buffer and that commercial land uses, where they are adjacent to residential uses require a buffer.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel is within the Palafox Overlay District. Compliance with the Palafox Overlay District Plan will be addressed by CRA staff.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

Within the 500' radius impact area, staff observed properties with zoning districts C-1, R-6 and C-2.

The proposed amendment **is compatible** with surrounding existing uses fronting Massachusetts Ave. The referenced parcel has road frontage along the collector roadway of Massachusetts Ave., which has several existing commercial businesses on both sides of the roadway.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

Staff found **no changed conditions** that would impact the amendment or property.

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

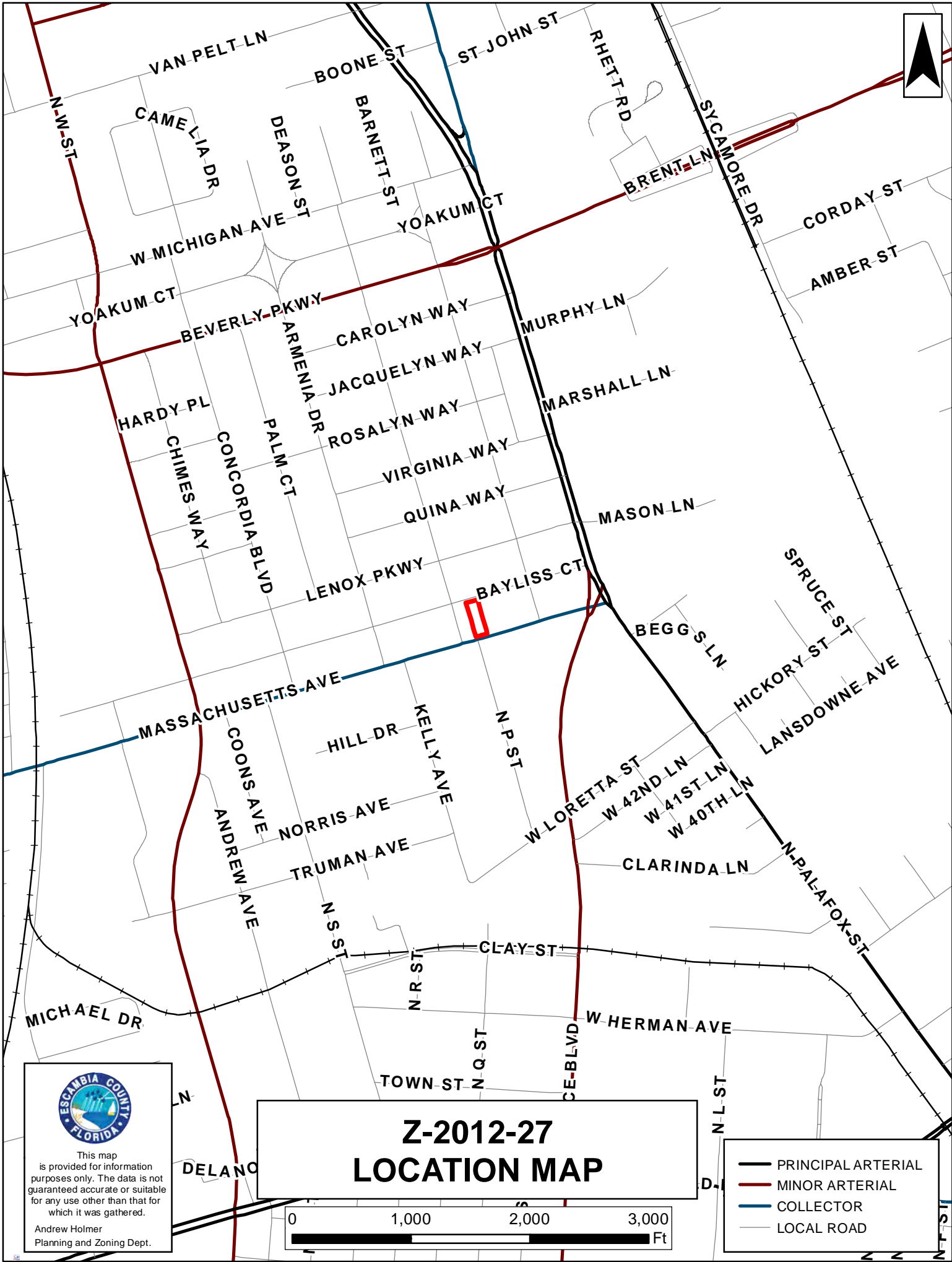
FINDINGS

The proposed amendment **would result** in a logical and orderly development pattern due to the existing linear commercial development which is a characteristic of this particular roadway classification.

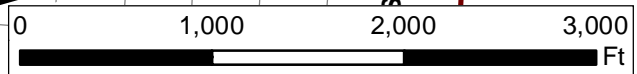
Attachments

Z-2012-27


Z-2012-27



Z-2012-27 LOCATION MAP

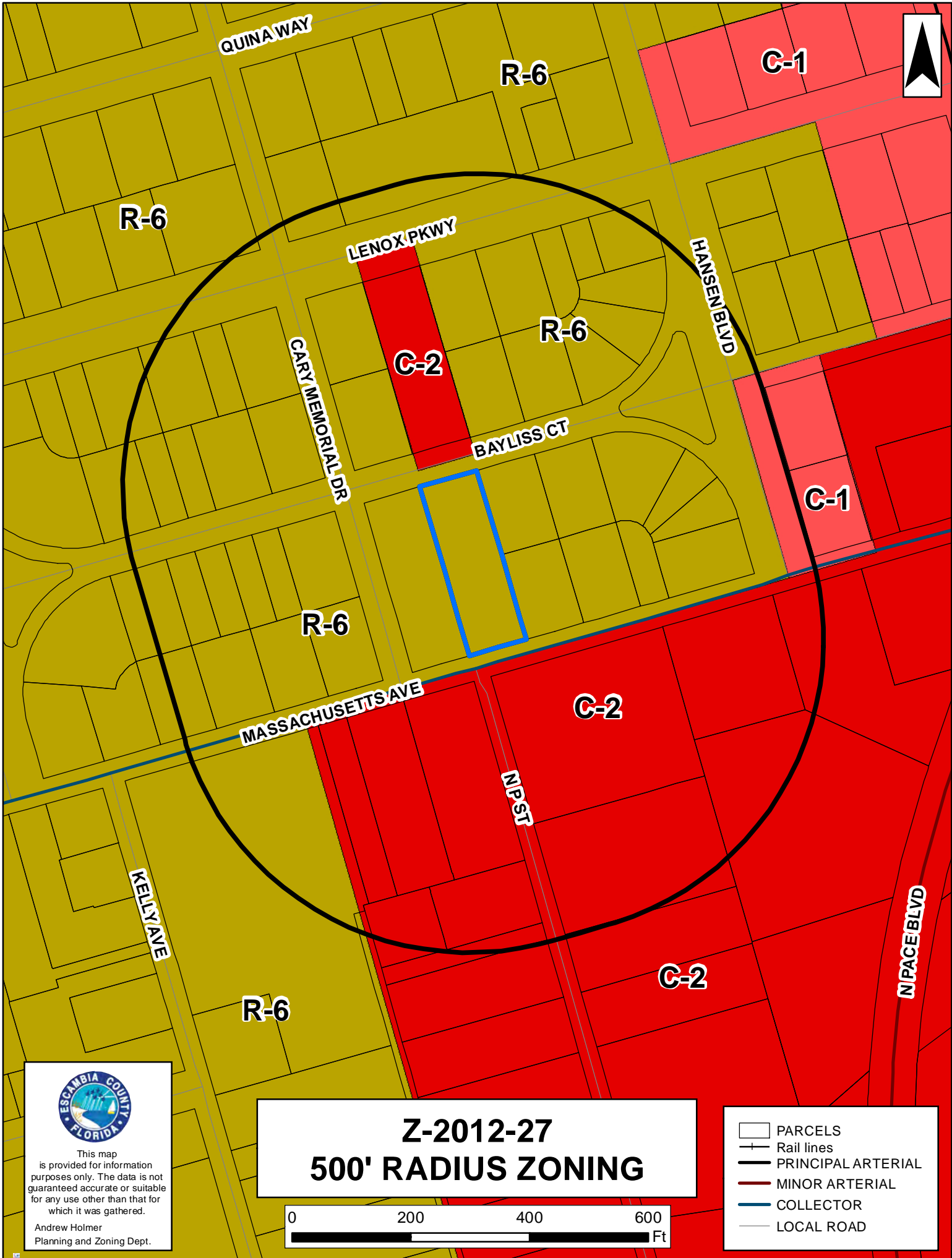


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



QUINA WAY

R-6

C-1



R-6

LENOX PKWY

HANSEN BLVD

R-6

C-2

CARY MEMORIAL DR

BAYLISS CT

C-1

R-6

MASSACHUSETTS AVE

C-2

NPST

KELTY AVE

R-6

C-2

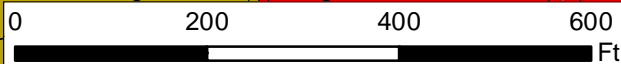
N RACE BLVD



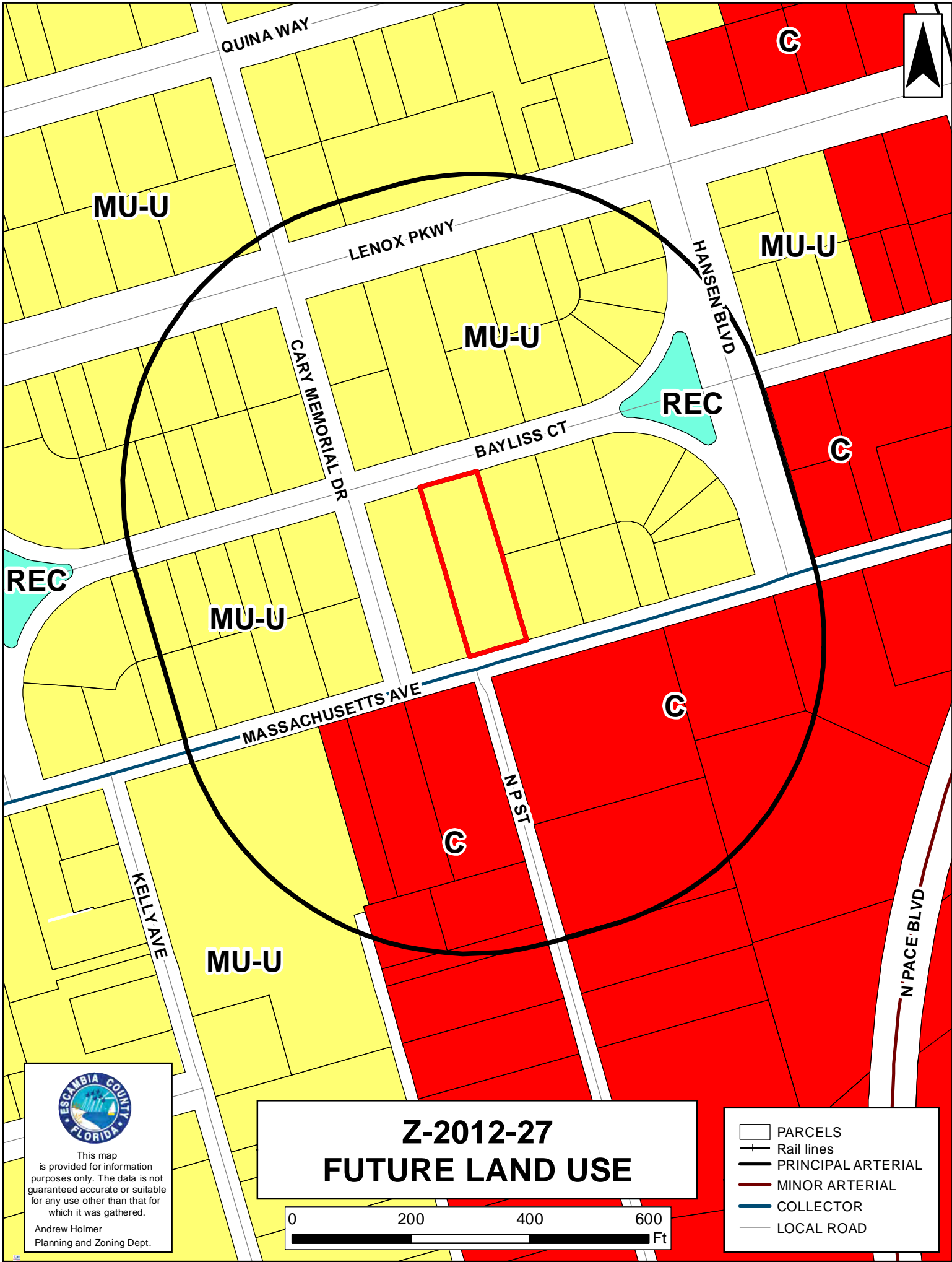
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-27
500' RADIUS ZONING



- PARCELS
- Rail lines
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



MU-U

G

LENOX PKWY

MU-U

MU-U

HANSENS BLVD

CARYL MEMORIAL DR

REC

BAYLISS CT

G

REC

MU-U

MASSACHUSETTS AVE

G

N P ST

G

KELLY AVE

MU-U

N PACE BLVD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

**Z-2012-27
FUTURE LAND USE**



- PARCELS
- Rail lines
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



QUINA WAY

CHURCH

LENOX PKWY

HANSEN BLVD

CARY MEMORIAL DR

BAYLISS CT

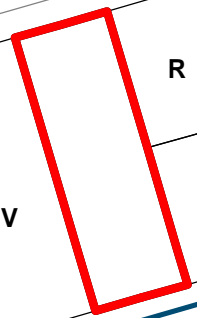
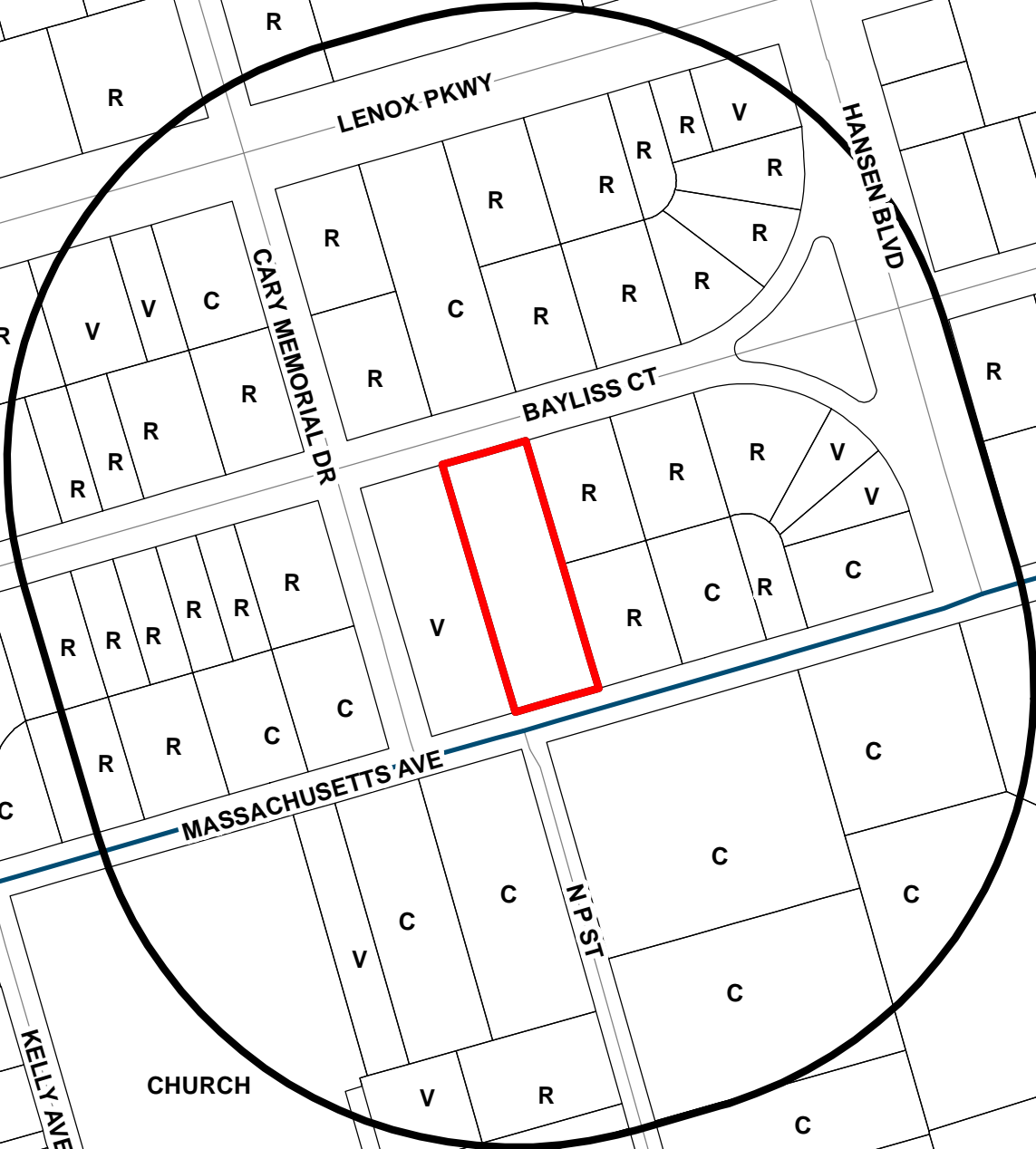
MASSACHUSETTS AVE

W 1ST

KELLY AVE

CHURCH

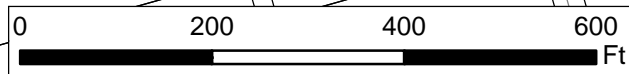
N PACE BLVD



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Andrew Holmer
Planning and Zoning Dept.

Z-2012-27 EXISTING LAND USE



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



BAYLISS CT

CARY MEMORIAL DR

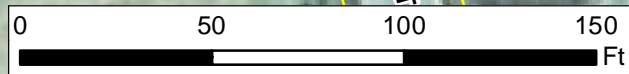
MASSACHUSETTS AVE



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Andrew Holmer
Planning and Zoning Dept.

Z-2012-27 AERIAL MAP



-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD



NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2012-27
CURRENT ZONING: R-6 PROPOSED ZONING: C-2

PLANNING BOARD

DATE: 11/05/12 TIME: 8:30 am

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM

BOARD OF COUNTY COMMISSIONERS

DATE: 12/06/12 TIME: 5:45 pm

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

English COLOR and supply Inc.
AUTO PAINT

NEW FAITH
MISSIONARY
BAPTIST CHURCH



Looking Northeast At Subject Property



Looking North



Looking Northwest At Subject Property



Looking North At Subject Property



Looking East Along Massachusetts Ave



Looking South from Subject Property



Looking Southwest From Subject Property

Z-2012-27



Development Services Department

Escambia County, Florida

APPLICATION



Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: R6 to: C2

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: HAWKINS JOHN W. Trustee For HAWKINS JOHN W Revocable TRUST Phone: 850-503-0290

Address: 6445 SCenic Hwy Pensacola FL 32504 Email: ZRS352@yahoo.com

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 124 MASSACHUSETTS AVE. PENSACOLA FL 32505

Property Reference Number(s)/Legal Description: 4615302001067011; 042463000

SEE ATTACHED LEGAL DESCRIPTION

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Lawrence Richardson
Signature of Owner/Agent

Lawrence Richardson
Printed Name Owner/Agent

10-2-12
Date

John W. Hawkins, Jr.
Signature of Owner

JOHN W. HAWKINS, JR
Printed Name of Owner

10-2-12
Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 2 day of Oct by John W. Hawkins

Personally Known OR Produced Identification . Type of Identification Produced: _____

A Faye Greene
Signature of Notary
(notary seal must be affixed)

N. FAYE GREENE
Printed Name of Notary



FOR OFFICE USE ONLY CASE NUMBER: Z-2012-27

Meeting Date(s): PB Nov 5 / BCC Dec 6 Accepted/Verified by: A. Cain Date: 10/3/12

Fees Paid: \$1050 Receipt #: _____ Permit #: PRZ 12100026



Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2012-27

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 4615302001007011

Property Address: 124 MASSACHUSETTS AVE PENSACOLA FL 32505

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 2nd DAY OF October, YEAR OF 2012.

[Signature]
Signature of Property Owner

JOHN W. HAWKINS, JR
Printed Name of Property Owner

10-2-12
Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #: 2-2012-27

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 124 MASSACHUSETTS AVE PENSACOLA FL 32505
Florida, property reference number(s) 461530 2001 007011 ACCT 042463000

I hereby designate LAWRENCE RICHARDSON for the sole purpose
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this 2nd day of October the year of, 2012, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: LAWRENCE RICHARDSON Email: richlr@bellsouth.net
Address: 2299 Scenic Hwy M-4 Pensacola FL 32503 Phone: 850-499-9824

[Signature]
Signature of Property Owner

JOHN W. HAWKINS, JR
Printed Name of Property Owner

10-2-12
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 2 day of Oct 20 12
by John W. Hawkins

Personally Known OR Produced Identification . Type of Identification Produced: _____

[Signature]
Signature of Notary

N. FAYE GREENE
Printed Name of Notary



**LETTER OF REQUEST FOR REZONING OF 124
MASSACHUSETTS AVE. PENSACOLA, FL 32505**

10-03-12

THE PROPERTY I AM ASKING TO REZONE IS A LARGE BUILDING LOCATED ON A 100 X 300' LOT AT 124 MASSACHUSETTS AVE. THE PROPERTY IS CURRENTLY ZONED R6 AND NEEDS AN UPGRADE TO C2 TO BE MORE USEABLE AND MEET THE DEMANDS OF THE AREA WITH OUT BEING INCOMPATIBLE WITH ANY LAND USE CODES. THE SIZE OF THE BUILDING SEEMS TO BE OUT OF SYNC WITH THE USES THAT ARE ALLOWED IN R6. MOST USES FOR THIS SIZE BUILDING REQUIRE C2 ZONING.

THE C2 ZONING WILL STILL BE LIKE THE USES OF MANY OF THE BUSINESSES AROUND THE BUILDING AND IN THE NEIGHBORHOOD BOTH NOW AND IN FUTURE GROWTH.

I WOULD LIKE TO ASK THAT THE PLANNING BOARD AND THE BCC APPROVE THIS REQUEST TO UPGRADE THE ZONING TO C2.

REZONING CRITERIA

124 MASSACHUSETTS AVE, PENSACOLA, FL., 32505

a--- CONSISTENCY WITH THE COMPREHENSIVE PLAN:

THE SUBJECT PROPERTY IS CONSISTENT WITH THE COMPREHENSIVE PLAN. THE PROPERTY IS SURROUNDED BY MANY COMMERCIAL BUSINESSES THAT HAVE C-2 ZONING AND COMMERCIAL USES. MANY OF THE EXISTING BUILDINGS ARE LARGE IN NATURE FOR THEIR BUSINESS AS IS THE EXISTING BUILDING CONSISTING OF 13,720 SQ. FT.

b--- CONSISTENCY WITH THIS CODE:

THE PROPOSED ADMENDMENT WILL NOT BE IN CONFLICT WITH ANY PORTION OF THE LAND DEVELOPMENT CODE AND WILL BE CONSISTENT WITH STATED PURPOSE AND INTENT OF THE LAND DEVELOPMENT CODE.

c--- COMPATIBILITY WITH SURROUNDING USES:

THE PROPOSED AMENDMENT TO C2 WOULD BE COMPATIBLE TO THE EXISTING USES IN THE AREA. MANY OF THE ADJACENT BUSINESSES ARE LARGE BUILDINGS THAT REQUIRE C2 ZONING FOR THEIR BUSINESS. THERE ARE BUSINESSES IN FRONT OF AND BEHIND THE SUBJECT PROPERTY THAT ARE OPERATING UNDER C2 ZONING.

d--- CHANGED CONDITIONS: NO CHANGED CONDITIONS WOULD OCCURR IF THE ZONING IS CHANGED TO C2. THE AREA HAS ZONING THAT WILL BUFFER THE PROPOSED ZONING.

e--- EFFECT ON NATURAL ENVIROMENT: THE SUBJECT PROPERTY IS ALREADY DEVELOPED AND MEETS ALL CURRENT COUNTY CRITERIA FOR USE.

f--- DEVELOPMENT PATTERNS: THE REZONING TO C2 OF THE SUBJECT PROPERTY WILL CONTINUE IN A LOGICAL AND ORDERLY DEVELOPMENT PATTERN AND WILL PROBABLY ENHANCE THE AREA AND CREATE A BETTER BUSINESS ENVIROMENT AND USE.

Cord - 52⁵⁰
ad. tax - .70

53²⁰

This instrument prepared by:
A. Alan Manning, Esq.
Clark, Partington, Hart, Larry,
Bond, & Stackhouse
Post Office Box 13010
Pensacola, FL 32591-3010
(850) 434-9200

CPH&H File no. 94-1876

Parcel ID#s: 22-1S-30-1101-004-008
46-1S-30-2001-007-011
50-2S-30-1000-024-001
35-3S-32-1105-000-001

This Warranty Deed was prepared without a title search at the request of Grantor and Grantee, and no title insurance policy was issued in connection herewith.

WARRANTY DEED

This Indenture, made this 15th day of August, 2011, between JOHN W. HAWKINS and HAZEL N. HAWKINS, husband and wife (collectively, "Grantor"), whose address is 6445 Scenic Highway, Pensacola, Florida 32504, and JOHN W. HAWKINS, OR HIS SUCCESSOR, AS TRUSTEE OF THE REVOCABLE TRUST AGREEMENT OF JOHN W. HAWKINS DATED AUGUST 15th, 2011 ("Grantee"); whose address is 6445 Scenic Highway, Pensacola, Florida 32504.

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Subject to zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current and subsequent years.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Full power and authority is hereby granted to the aforementioned Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, to submit said property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said property or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation for indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the Trustee, either expressed or implied, all such personal

liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Indenture.

In no case shall any party dealing with the Trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the above-referenced trust agreement. In addition, every deed, trust deed, mortgage, lease or other instrument executed by the Trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the conditions and limitations contained in this Indenture and in the trust agreement or in any amendments thereof and binding upon all beneficiaries thereunder, and (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument. In addition, with respect to any deed, trust deed, mortgage, lease or other instrument executed by a successor trustee or co-successor trustees in relation to said property and under the trust agreement, if the successor trustee or co-successor trustees execute and record an affidavit certifying their capacity and authority as successor trustee or co-successor trustees under the trust agreement, such affidavit shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, deed, trust deed, lease, mortgage or other instrument that such successor trustee or co-successor trustees have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his, her, or their predecessor trustee(s) under the trust agreement, including Trustee.

The interest of each beneficiary under the trust agreement and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.

[signature page follows]

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

John W. Hawkins
John W. Hawkins

J. THOMAS FIFE
J. T. Fife
[Type/print name of witness]

A. FAYE GREENE
W. FAYE GREENE
[Type/print name of witness]

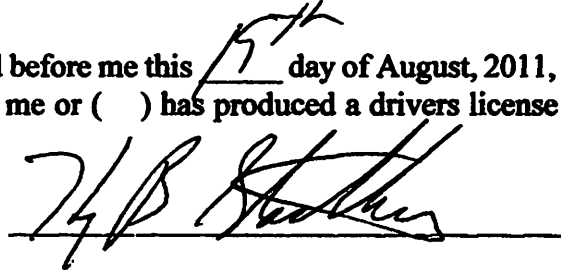
Hazel N. Hawkins
Hazel N. Hawkins

J. THOMAS FIFE
J. T. Fife
[Type/print name of witness]

A. FAYE GREENE
W. FAYE GREENE
[Type/print name of witness]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of August, 2011, by John W. Hawkins. He () is personally known to me or () has produced a drivers license as identification.



(Print/Type Name)
NOTARY PUBLIC

Commission Number: _____
My Commission Expires: _____

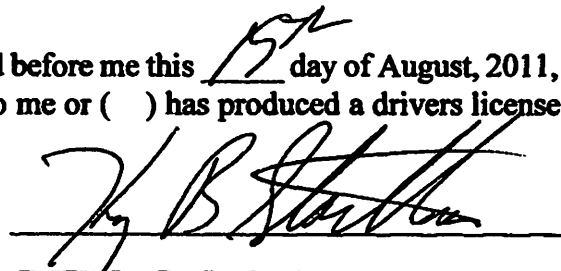
(NOTARIAL SEAL)



HARRY B. STACKHOUSE
COMMISSION # EE46840
EXPIRES: February 23, 2015

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of August, 2011, by Hazel N. Hawkins. She () is personally known to me or () has produced a drivers license as identification.



(Print/Type Name)
NOTARY PUBLIC

Commission Number: _____
My Commission Expires: _____

(NOTARIAL SEAL)



HARRY B. STACKHOUSE
COMMISSION # EE46840
EXPIRES: February 23, 2015

RECORDED AS RECEIVED

EXHIBIT "A"

PARCEL 1:

A PORTION OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF LOT 9 OF A SUBDIVISION OF LOT 1 OF SAID SECTION, ACCORDING TO PLAT FILED IN DEED BOOK 49, PAGE 241 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 87°28'22" WEST ALONG THE NORTH LINE OF SAID LOT 9 FOR A DISTANCE OF 87.78 FEET TO AN IRON NAIL ON THE WEST RIGHT OF WAY LINE OF PENSACOLA BOULEVARD (100' R/W) FOR THE POINT OF BEGINNING; THENCE SOUTHWEST 87°28'22" WEST, 220.20 FEET TO AN IRON NAIL; THENCE SOUTH 02°59'34" WEST, 138.75 FEET TO AN IRON NAIL ON THE EAST RIGHT OF WAY LINE OF ST. FRANCIS & SAN FRANCISCO RAILROAD (100' R/W); THENCE NORTH 15°39'10" WEST ALONG SAID EAST LINE, 242.34 FEET TO AN IRON NAIL; THENCE NORTH 64°43'42" EAST, 213.32 FEET TO A CONCRETE MONUMENT ON SAID WEST LINE; THENCE SOUTHWEST ALONG SAID WEST LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 11591.70 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 25°34'58" WEST 223.19 FEET FOR AN ARC DISTANCE OF 223.19 FEET TO THE POINT OF BEGINNING, CONTAINING 1.006 ACRES, MORE OR LESS.

PARCEL 2:

Lots 7, 8, 11, and 14, Block 11, Brentwood Park, a subdivision of Sections 46 and 47, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat of said subdivision recorded in Plat Book 1 at page 11 of the public records of Escambia County, Florida.

PARCEL 3:

A parcel of land in Section 50, T2S, R30W, Escambia County, Florida, containing 1.4081 acres, more or less, and described as follows: Commence at a permanent monument at the SE corner of Block 9 of Corry, a subdivision according to plat recorded in Plat Book 1 at page 53 of the public records of said county; thence go S 82°10'00" W along the S line of the said Block 9 a distance of 270.00 feet to the E line of Corry Drive (a county R/W, 50 feet in width); thence go N 07°50'00" W along the E line of Corry Drive a distance of 120.00 feet to the N boundary of the said Corry Subdivision; thence go S 82°10'00" W a distance of 496.00 feet to a concrete monument; thence go N 87°59'00" W a distance of 604.44 feet to the E line of Admiral Murray Boulevard (Navy Blvd., a State R/W, 200 feet in width); thence go S 02°01'00" W along the said right of way line a distance of 230.00 feet to the Point of Beginning of this description; thence continue S 02°01'00" W along the said right of way line a distance of 175.00 feet; thence go S 87°39'00" E a distance of 218.05 feet to an intersection with the North line of the said Corry Subdivision (said line being a non-tangent circular curve concave to the S, having a radius of 1442.53 feet, a central angle of 07°45'39", a chord bearing N 46°19'47" E and a chord distance of 195.23 feet); thence go Northeasterly along the said curve an arc distance of 195.39 feet; thence go N 02°01'00" E a distance of 95.30 feet; thence go N 87°59'00" W a distance of 134.44 feet; thence go S 02°01'00" W a distance of 80.00 feet; thence go N 87°59'00" W a distance of 200.00 feet to the Point of Beginning.

PARCEL 4:

Beginning at Southeast corner of Lot 98, GULF BEACH SUBDIVISION, Plat Book 4, Page 52, North 0°44'0" East, 929.30 feet for Point of Beginning, continue North 0°44'0" East, 317.52 feet to South right of way line of Sesames Street (50 feet R/W), North 89°57'50" East, 168.07 feet to Westerly right of way line of Gulf Beach Highway (S.R. 832), South 01°44'10" East along right of way 317.98 feet, South 89°57'49" West, 178.07 feet to Point of Beginning. Lying and being in Section 35, Township 3 South, Range 22 West, Escambia County, Florida

[Back](#)

Source: Escambia County Property Appraiser

[Restore Full Page Version](#)

General Information		2012 Certified Roll Assessment	
Reference:	461S302001007011	Improvements:	\$128,742
Account:	042463000	Land:	\$39,330
Owners:	HAWKINS JOHN W TRUSTEE FOR HAWKINS JOHN W REVOCABLE TRUST	Total:	\$168,072
Mail:	6445 SCENIC HWY PENSACOLA, FL 32504	Save Our Homes:	\$0
Situs:	124 MASSACHUSETTS AVE 32505	Disclaimer	
Use Code:	WAREHOUSE, DISTRIBUT	Amendment 1 Calculations	
Taxing Authority:	COUNTY MSTU		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

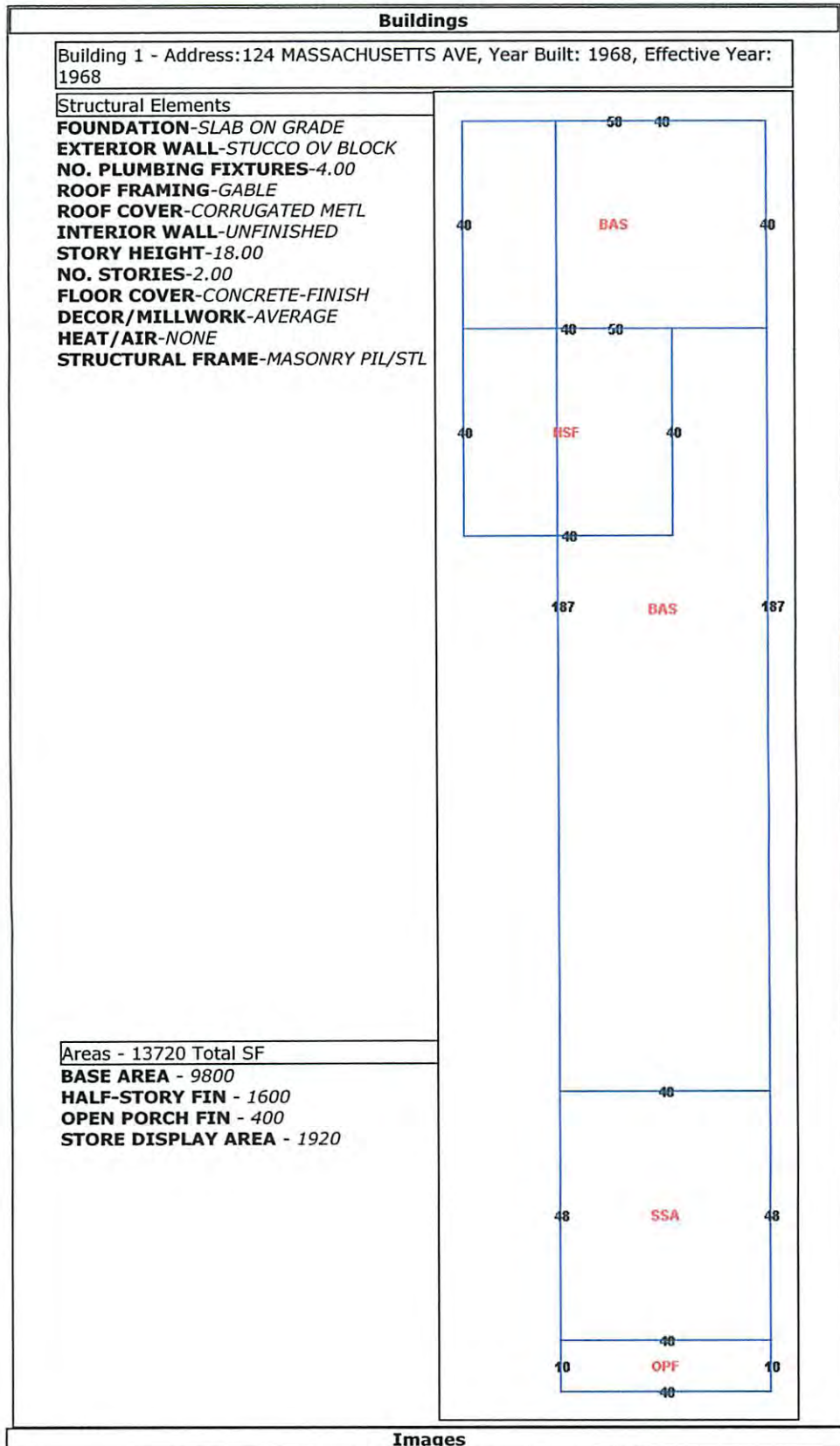
Sales Data		2012 Certified Roll Exemptions	
		None	
Sale Date	Book Page	Value	Type
			Official Records (New Window)
08/19/2011	6756 379	\$100	WD View Instr
03/2004	5372 564	\$100	WD View Instr
03/2004	5366 615	\$100	WD View Instr
06/1985	2084 874	\$109,000	WD View Instr
01/1977	1109 625	\$125,000	WD View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court			
Legal Description			
ALL LTS 7 8 & LTS 13 14 BLK 11 BRENTWOOD PARK S/D PB 1 P 11...			
Extra Features			
6' CHAINLINK FENCE ASPHALT PAVEMENT			

Parcel Information [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

Section Map Id:
[46-1S-30-1](#)

Approx. Acreage:
0.6800

Zoned:
[R-6](#)





7/20/11



5/19/03



7/22/05



3/15/06

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

**Escambia County Property Appraiser
461S302001007011 - Full Legal Description**

**ALL LTS 7 8 & LTS 13 14 BLK 11 BRENTWOOD PARK S/D PB 1 P 11 SEC 8/10 T 2S R 30
AND SEC 46/47 T 1S R 30 OR 2084 P 874 OR 5372 P 564 OR 6756 P 379**

PARCEL 2:
 LOTS 7, 8, 13 AND 14, BLOCK 11, BRENTWOOD PARK, A SUBDIVISION OF A PORTION OF SECTIONS 46 AND 47, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SURVEYORS NOTES:

THIS SURVEY WAS PERFORMED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES OR TRANSACTIONS WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.

ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES FOOT. NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.

NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.

ERROR OF CLOSURE MEETS MINIMUM TECHNICAL STANDARDS.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.

IMPROVEMENT LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

BASIS OF BEARING: NORTH PER PLAT.

REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION, COUNTY PROPERTY APPRAISER'S TAX MAP: COPY OF OR BOOK 6756, PAGE 384. COPY OF PLAT BOOK 1, PAGE 11.

SWINNEY & ASSOCIATES, INC.

3603 SUNNYSIDE ST.
 PENSACOLA, FLORIDA 32507
 (850) 453-4261 FAX: (850) 458-2630
 D.SWINNEY@ATT.NET

LICENSE BUSINESS NO. 7092

ADDRESS: 124 MASSACHUSETTS AVENUE			
REQUESTED BY: LARRY RICHARDSON			
TYPE: BOUNDARY WITH IMPROVEMENTS			
SECTION: 48	TOWNSHIP: 1 SOUTH	RANGE: 30 WEST	COUNTY: ESCAMBIA
SCALE: 1"=40'	DRAWN BY: REM	FIELD DATE: 09/23/2012	
DATE: 10/01/2012	CREW: MS/ZL	FIELD BOOK: 256	PAGE: 4
REVISION DATE:			

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

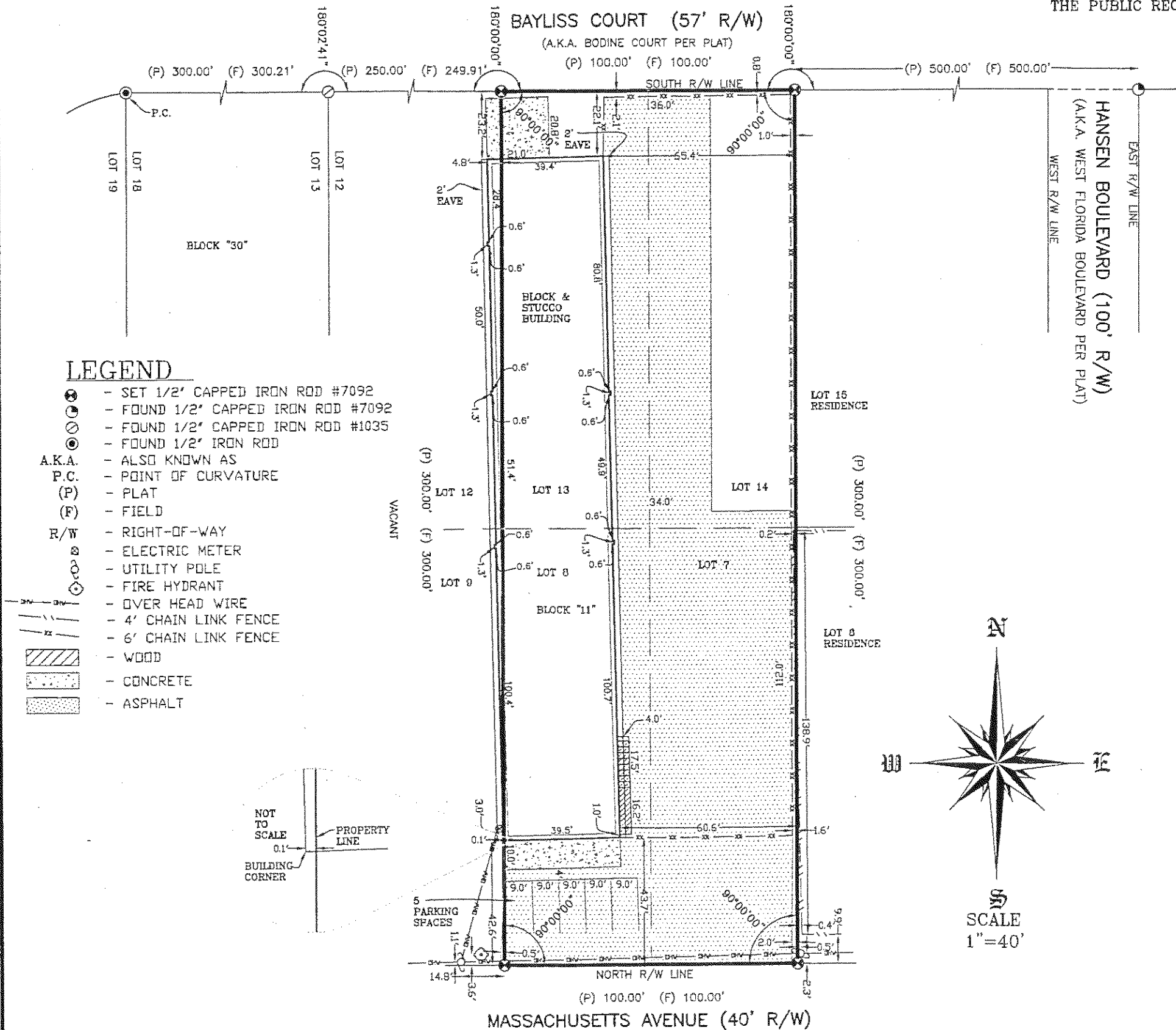
[Signature]

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DAVID MARK SWINNEY
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5641
 STATE OF FLORIDA

DRAWING NUMBER:

12-13462A

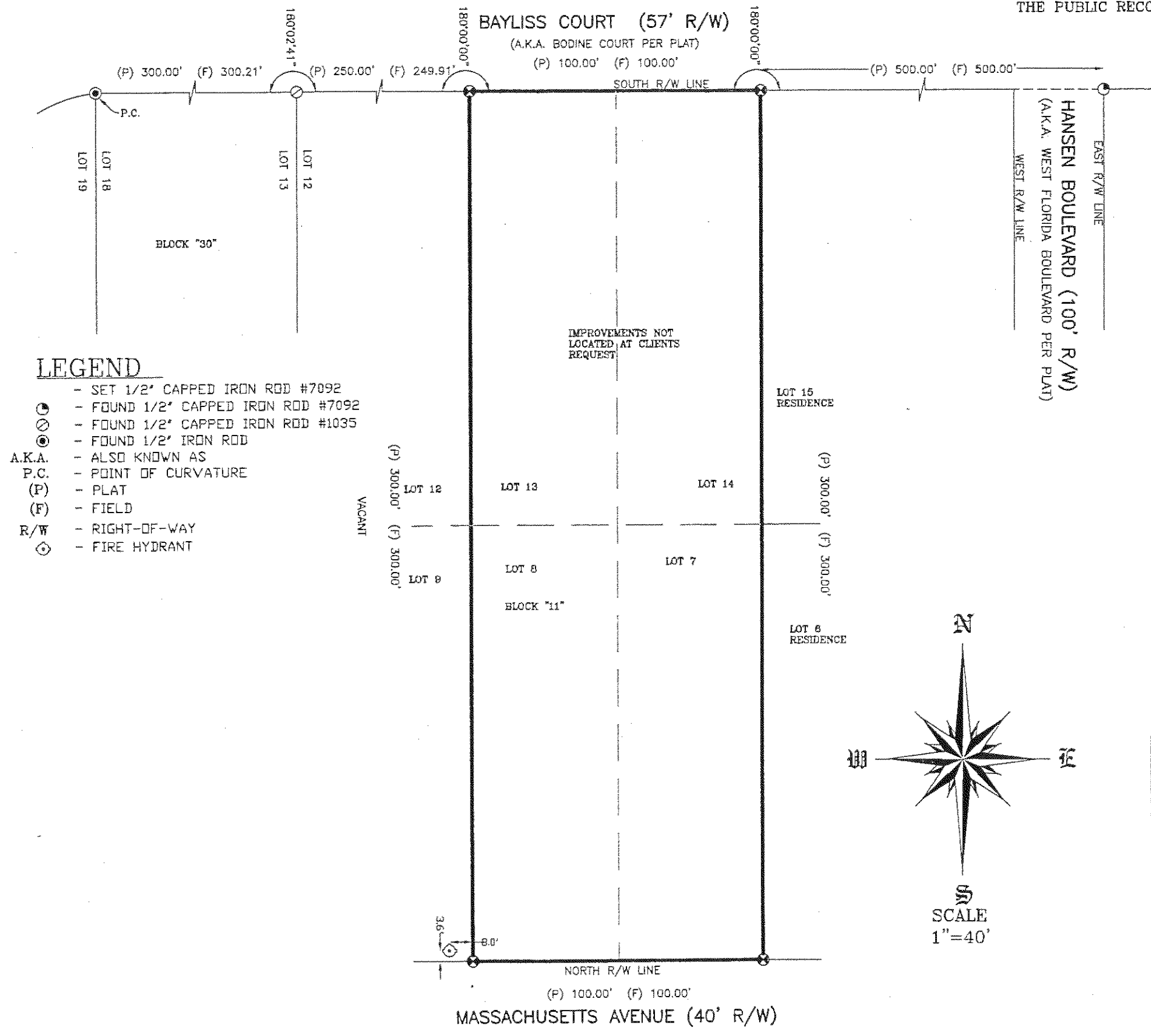


LEGEND

- ⊙ - SET 1/2" CAPPED IRON ROD #7092
- ⊙ - FOUND 1/2" CAPPED IRON ROD #7092
- ⊙ - FOUND 1/2" CAPPED IRON ROD #1035
- ⊙ - FOUND 1/2" IRON ROD
- A.K.A. - ALSO KNOWN AS
- P.C. - POINT OF CURVATURE
- (P) - PLAT
- (F) - FIELD
- R/W - RIGHT-OF-WAY
- ⊕ - ELECTRIC METER
- ⊕ - UTILITY POLE
- ⊕ - FIRE HYDRANT
- — — — — OVER HEAD WIRE
- — — — — 4' CHAIN LINK FENCE
- — — — — 6' CHAIN LINK FENCE
- ▨ - WOOD
- ▨ - CONCRETE
- ▨ - ASPHALT

NOT TO SCALE
 0.1'
 PROPERTY LINE
 BUILDING CORNER

PARCEL 2:
 LOTS 7, 8, 13 AND 14, BLOCK 11, BRENTWOOD PARK, A SUBDIVISION OF A PORTION OF SECTIONS 46 AND 47, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 11, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.



LEGEND

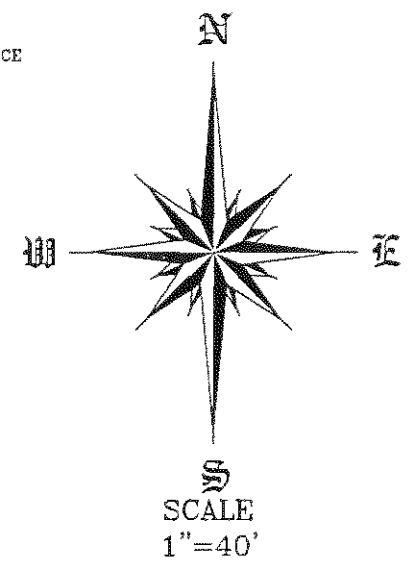
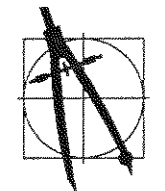
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- ⊙ - FIRE HYDRANT


SURVEYORS NOTES:
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ADDRESS: 124 MASSACHUSETTS AVENUE			
REQUESTED BY: LARRY RICHARDSON			
TYPE: BOUNDARY			
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 DAVID MARK SWINNEY PROFESSIONAL SURVEYOR AND MAPPER NO. 5641 STATE OF FLORIDA			NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
			DRAWING NUMBER: 12-13462B

Planning Board-Rezoning

5. C.

Meeting Date: 11/05/2012

CASE : Z-2012-09 (Remanded by BCC 10/04/12)

APPLICANT: Wiley C. "Buddy" Page,
Agent for Rick Evans, Owner

ADDRESS: 2006 Border Street

PROPERTY REF. NO.: 16-2S-30-2300-001-023

FUTURE LAND USE: MU-U, Mixed-Use Urban

DISTRICT: 3

OVERLAY DISTRICT: Englewood Redevelopment
Area

BCC MEETING DATE: 12/06/2012

SUBMISSION DATA:

REQUESTED REZONING:

FROM: R-5, Urban Residential/Limited Office District, (cumulative) High Density
ID-1, Light Industrial District (cumulative) (no residential uses allowed)

TO: ID-1, Light Industrial District (cumulative) (no residential uses allowed)

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

CPP FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories in Escambia County. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and

intensities located in the Mixed-Use Suburban, Mixed-Use Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment is **consistent** with the intent and purpose of the MU-U Future Land Use Category, as stated above. This category does allow for residential uses and non-residential uses (commercial) for compatible infill development. Furthermore, the range of uses extends from residential to light-industrial. Staff concurs that the cumulative nature of the ID-1 zoning category does allow for light industrial which is specifically mentioned in MU-U.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

LDC 6.05.12. R-5 Urban Residential/Limited Office District, (cumulative) high density.

This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity services. These uses form a transition area between lower density residential and commercial development. Maximum density is 20 dwelling units per acre except in the Low Density Residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to Article 11 for uses, heights and densities allowed in R-5, urban residential/limited office areas located in the Airport/Airfield Environs.

LDC 6.05.18. ID-1 Light Industrial District (cumulative) (no residential uses allowed).

This district is intended primarily for research-oriented activities, light manufacturing and processing not involving the use of materials, processes or machinery likely to cause undesirable effects upon nearby industrial establishments of this type. The uses shall be within completely enclosed buildings wherever practical and provide a buffer between commercial districts and other higher intensive industrial uses. The uses which this district is designed to accommodate include general assembly, warehousing and distribution activities. In addition, major repair and service activities, as well as manufacturing activities meeting performance standards are intended to be accommodated in this district. Finally, commercial trade and service activities not compatible with activities adapted to more restrictive districts, but which satisfy site plan criteria and performance criteria of this Code, should be accommodated in this district. Residential development is excluded from this district, both to protect residences from undesirable influences and to ensure the preservation of adequate areas for industrial development. Refer to the overlay districts within section LDC 6.07.00 for additional regulations imposed on individual parcels with ID-1 zoning located in the Scenic Highway Overlay District or C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (FLU 1.1.10) and in Article 7. Refer to Article 11 for uses, heights and densities allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

LDC 6.05.17.F. Roadway Access. Direct access must be provided from a collector or arterial roadway and such access may be provided by curb cuts on the collector or arterial roadway or a private or public commercial access road linking the use with the collector or arterial roadway provided that such private or public road does not traverse a predominately residential neighborhood or subdivision between the use and the collector or arterial roadway. No permit

shall be issued or any proposed use which requires access through a residential neighborhood or subdivision.

LDC 7.20.07. Industrial Locational Criteria (ID-CP, ID-1, ID-2).

New industrial development must meet the following locational criteria:

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.
2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.
3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses.
4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.
5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8. (FLU 1.1.9)
6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

FINDINGS

The proposed amendment is **not consistent** with the roadway access requirements as stated in LDC 6.05.17.F of the Land Development Code which states that access to the parcel must be from a collector or arterial roadway. Direct access to the property is provided by Border Street, a local public two lane roadway. Should this amendment be approved, the industrial locational requirements set forth in LDC 7.20.07 will be reviewed during the site plan review process. There are no natural systems or sensitive land that may be affected by this proposed request.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment is **not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts ID-1, C-2 and R-5. Cloverland Subdivision, (PB3, PG52) is within the radius. There are 21 single family residences, one mobile home park, six mobile homes, seven vacant residential properties, one church, four open storage properties and one wholesale parcel.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

The proposed amendment **does have** changed conditions that impact the rezoning request by the applicant. This parcel is designated as part of the Englewood Community Redevelopment Area, under the Community Redevelopment Plan adopted by the Board of County Commissioners July 6, 2000 and updated March 19, 2009. Compliance with the Englewood Redevelopment Plan will be addressed by the Community Redevelopment Agency Staff.

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. There are no natural systems or sensitive land that may be affected by this proposed request. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

From observation of the zoning map, it would appear that the on-site development pattern is moving toward a commercial type area. However, there is an existing predominant pattern of a residential community; additional commercial or light industrial uses could be more intrusive and cause a negative impact to the existing residential community. The existing land use map and the findings in Criterion 3, provide support of the existing pattern of residential development in the surrounding area. Since this is the case, the proposed request **would not result** in a logical and orderly development pattern, as the allowed uses and intensities for the ID-1 zoning are incompatible with the existing predominant residential neighborhood.

Attachments

Z-2012-09

Z-2012-09

1 with them?
 2 MR. PAGE: Yes, we do.
 3 MR. BRISKE: Mr. Page acknowledged he does.
 4 Pleasure of the Board. Further discussion or the
 09:41AM 5 Chair will entertain a motion.
 6 MS. DAVIS: I would like to place a motion,
 7 please. I'm going to sign the Petitioner's
 8 request for a change in zoning from VAG-1 to ID-1
 9 together with Staff's findings and accept the
 09:41AM 10 findings of the Staff, I should say.
 11 MR. BRISKE: Thank you, Ms. Davis.
 12 Mr. West.
 13 MR. WEST: So it's clear on the record, if you
 14 could just include in the motion that it's the
 09:42AM 15 revised findings that Mr. Jones has presented.
 16 MR. BRISKE: Ms. Davis.
 17 MS. DAVIS: I recommend that we accept the
 18 revised findings of the Staff on zoning Case
 19 Z-2012-08 requesting VAG-1 to ID-1.
 09:42AM 20 MR. BRISKE: Thank you for the motion. Do I
 21 have a second?
 22 MR. TATE: Second.
 23 MR. BRISKE: Seconded by Mr. Tate. Any
 24 discussion? All those in favor, say aye.
 08:35AM 25 (Board members vote.)
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1 **CASE: Z-2012-09**
 2
 3 APPLICANT: Wiley C. "Buddy" Page, Agent for Rick Evans,
 Owner
 4 ADDRESS: 2006 Border Street
 PROPERTY REFERENCE NO.: 16-2S-30-2300-001-023
 5 FUTURE LAND USE: MU-U, Mixed Use Urban
 COMMISSIONER DISTRICT: 3
 6 OVERLAY AREA: Englewood Redevelopment Area
 7 FROM: R-5, Urban Residential/Limited Office District,
 (cumulative) High Density
 8 ID-1, Light Industrial District (cumulative) (no residential
 uses allowed)
 9
 10 TO: ID-2, General Industrial District (noncumulative)
 11
 12 MR. BRISKE: Our next case is case Z-2012-09.
 13 And this is a request from R-5, Urban Residential,
 14 Limited Office District High Density ID-1 to ID-2,
 09:43AM 15 General Industrial District.
 16 Members of the Board, has there been any
 17 ex parte communication between you, the Applicant,
 18 the Applicant's agents, attorneys, witnesses, fellow
 19 Planning Board members or anyone from the general
 08:56AM 20 public prior to this hearing? I'll also ask if you
 21 visited the subject site. And please disclose if
 22 you are a relative or a business associate of the
 23 Applicant or the Applicant's agent.
 24 Starting with Mr. Stitt.
 08:56AM 25 MR. STITT: Mr. Chairman, no to all the above.
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1 MR. BRISKE: Opposed?
 2 (None.)
 3 MR. BRISKE: Motion carries unanimously. All
 4 right.
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1 MS. HIGHTOWER: None to all the above.
 2 MR. GOODLOE: No ex parte or relation to the
 3 owners, but I have visited the site.
 4 MR. WOODWARD: No to all of the above.
 08:51AM 5 MR. BRISKE: The Chairman, no to all of the
 6 above.
 7 MR. TATE: No to all of the above.
 8 MS. DAVIS: No to all of the above.
 9 MR. WINGATE: I am familiar with the property.
 08:51AM 10 I just drove by to observe.
 11 MS. SINDEL: No to all of the above.
 12 MR. BRISKE: Thank you. Staff, was there a
 13 notice of hearing sent to all the interested
 14 parties?
 08:51AM 15 MS. HALSTEAD: Yes, sir, it was.
 16 MR. BRISKE: Thank you. And was that notice of
 17 the hearing also posted on the subject property?
 18 MS. HALSTEAD: Yes, sir.
 19 MR. BRISKE: If there are no objections by Mr.
 08:51AM 20 Page, we'll have the Staff present the maps and the
 21 photographs.
 22 MR. LEMOS: Juan Lemos, Escambia County
 23 Planners.
 24 The locational wetlands map is up on your
 09:44AM 25 screen showing the location of the parcel with no
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1 wetlands. This is the aerial photograph for the
 2 parcels. Future land use showing Mixed Use Urban.
 3 The existing land uses of the property surrounding
 4 the proposed parcel. This is our 500 foot buffer
 09:44AM 5 and shows the zoning for the surrounding areas
 6 within the 500 foot buffer. This is our public
 7 meeting sign, posted sign.
 8 This is looking towards the southwest. Looking
 9 towards the west from the property. Looking
 09:45AM 10 northeast. This is looking at the actual site on
 11 this and looking northeast. This is looking
 12 northwest from the site. And looking southwest.
 13 This is our 500 foot radius map for the mailings and
 14 the mailing list.
 09:45AM 15 MR. BRISKE: Board members, any questions of
 16 the maps or the photography?
 17 Okay. Mr. Page. Sir, I'll remind you that
 18 you're still under oath. And if you would, just
 19 again for this case, please state your name and
 09:45AM 20 address.
 21 MR. PAGE: Thank you, Mr. Chairman. Buddy
 22 Page, 5337 Hamilton Lane in Pace.
 23 MR. BRISKE: Thank you, sir.
 24 MR. PAGE: Mr. Chairman –
 09:46AM 25 MR. BRISKE: I'm sorry. I have to ask you
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1 these questions because we're quasi-judicial. Do
 2 you understand that you have the burden of providing
 3 substantial competent evidence that the proposed
 4 rezoning is consistent with the Comprehensive Plan
 09:46AM 5 and further the goals, objectives and policies of
 6 that plan, and is not in conflict with any portion
 7 of the County's Land Development Code?
 8 MR. PAGE: Yes, I do.
 9 MR. BRISKE: And have you received a copy of
 09:46AM 10 the rezoning hearing package with the Staff's
 11 Findings-of-Fact?
 12 MR. PAGE: I have, Mr. Chairman.
 13 MR. BRISKE: Thank you, sir. Please proceed.
 14 MR. PAGE: Thank you, Mr. Chairman. A brief
 09:46AM 15 history of this site, Mr. Chairman, I think is in
 16 order. This particular site has been used
 17 historically as the Hinote Septic Tank – concrete
 18 septic tank business since 1956. And they produced
 19 probably, I would say for many years, the only
 09:46AM 20 concrete septic tank product available in two or
 21 three counties for some period of time.
 22 When it was purchased, they wanted to continue
 23 that type of use, given the fact that it is a very
 24 small parcel of property. They had a batch plant
 09:47AM 25 concrete operation ongoing, which is basically a
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1 portable type of device with the tanks up in the
 2 air. The product is made. And it is either formed
 3 there or it's sold by the cubic yard to landscapers
 4 or a truck type of operation.
 09:47AM 5 About a month and a half after they began doing
 6 this with the different type of equipment, they
 7 received a – actually, a code enforcement officer
 8 apparently drove by and told them that they would
 9 probably need to check rezoning because they didn't
 09:48AM 10 think a concrete plant in that particular area was
 11 an allowed use. So the owner and his partners
 12 checked, and sure enough – it was prior to my
 13 time – wasn't allowed. Simply was not allowed in
 14 that area even though it had been used for that type
 09:48AM 15 of thing for some period of time.
 16 So they set about to change the zoning to a
 17 category that would allow that type of operation.
 18 And under Criteria 1, consistency with the
 19 Comprehensive Plan, Mr. Chairman, it talks about not
 09:48AM 20 being consistent, but it would be for compatible
 21 infill. The owners of the property feel – felt and
 22 still feel what they are proposing is compatible
 23 with the area. It is rail front, as the Board
 24 knows. It has an operation north of it and south of
 09:49AM 25 it that is highly nonresidential. The property has
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1 – a portion of it is industrial now, ID-1, but they
 2 simply could not put that use in place.
 3 And it also says here under Criteria 2, Mr.
 4 Chairman, moving on to that – and I read under
 09:49AM 5 605.18, the uses for which this district is designed
 6 to accommodate include general assembly warehousing
 7 and distribution facilities; in addition, major
 8 repair and service activities, as well as
 9 manufacturing activities meeting performance
 09:49AM 10 standards.
 11 So we originally thought that – this is a
 12 small operation. By the time you take the two acres
 13 and take away the landscaping, the holding pond that
 14 was designed for it and engineered, by the time you
 09:50AM 15 take all that away it's going to be small operation.
 16 And these portable type of concrete facilities
 17 certainly meet the EPA and the Florida DEP
 18 requirements on the thing that concrete plants
 19 always have to fight, and that's called fugitive
 09:50AM 20 dust emissions. They have baffles, they have fans,
 21 they have a number of things to control fugitive
 22 dust or dust that escapes out. So we felt like we
 23 could meet all of that being – in many other areas
 24 it already does meet those qualifications. Why
 09:50AM 25 can't it meet it here. And by doing that then it
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1 could be something that does not produce a noxious
 2 use and it would then meet performance standards.
 3 Under roadway access, moving along. One of the
 4 other concerns that was presented here is that of
 09:50AM 5 something like this being located on what is
 6 essentially a residential street. Mr. Chairman,
 7 Border Street might have some residences on the
 8 westerly side of Border Street, but we would submit
 9 that Border Street always has been and will continue
 09:51AM 10 to be a shortcut underneath the viaduct at Mobile
 11 Highway where Martines used to be, straight up and
 12 connecting into Fairfield Drive. It is not a
 13 classic residential street where people just simply
 14 pull in, go a certain number of blocks and pull into
 09:51AM 15 their homes.
 16 On the right-hand side, almost exclusively all
 17 the way up, it is either an ID-1 or 2 type of
 18 activity, not necessarily being zoned for that. So
 19 we think that roadway access in terms of some
 09:51AM 20 concern about Border being designated as just a
 21 local residential road is perhaps a misnomer.
 22 Almost comparing that to the same thing as
 23 Stumpfield Drive going through Marcus Pointe before
 24 it gets back into the industrial area. There are
 09:52AM 25 tractor trailer trucks that drive right through that

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1 subdivision to get to the back, and that's a County
 2 industrial park designed just that way. So we don't
 3 think that what we are requesting here is certainly
 4 going to have much more impact than a tractor
 09:52AM 5 trailer truck pulling in front of quarter million
 6 dollar home in the Marcus Pointe area.
 7 And, Mr. Chairman, also under industrial use
 8 criteria, I read under Number 4, it says, sites for
 9 industrial uses shall be located in convenient areas
 09:52AM 10 to the labor supply, raw materials and sources for
 11 market areas. We think that being located in there
 12 certainly would give rise to some economic
 13 opportunity. And the owners are aware that it is in
 14 a redevelopment area. As a matter of fact, Border
 09:52AM 15 Street separates Englewood Redevelopment area from
 16 yet another redevelopment area right across the
 17 street. They also are aware that there are a number
 18 of financial incentives involved in being in a
 19 community redevelopment area, especially where there
 09:53AM 20 may be some subsidy towards wages for a certain
 21 period of time if you meet the criteria of hiring
 22 people that are within that particular area. So
 23 they're aware of that and will certainly take
 24 advantage, if approved.
 09:53AM 25 Under Criteria 5, the effect on the natural

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1 environment. They have documentation that the type
 2 of equipment that they have operating on the site,
 3 which they removed when they found out it was not
 4 zoned, that can meet that type of situation.
 09:53AM 5 The development patterns that are in that area,
 6 we have not observed any new type of residential
 7 activities going on in there. It appears to us that
 8 when something becomes available it becomes
 9 converted over to a nonresidential use.
 09:53AM 10 And, Mr. Chairman, with regard to comments from
 11 the community redevelopment area, my only comment
 12 perhaps would be in response to Item 2, which has a
 13 percentage breakdown that says at the very end of
 14 that paragraph, the majority of the industrial uses
 09:54AM 15 are located along the railroad track west of
 16 Hollywood Avenue. That's right where we are.
 17 That's exactly where we are. So that's the only
 18 response we would have probably for that.
 19 I would also, in closing, Mr. Chairman,
 09:54AM 20 indicate to you that as a roadmap of activity, if
 21 you will, we know and this Board knows if we have a
 22 particular type of use that we need to change the
 23 adopted map, we have a procedure dealing with Staff
 24 in terms of filling out the appropriate forms. We
 09:55AM 25 know the roadmap on how to go before this body and

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1 the County Commissioners and have things presented
 2 for consideration for change. That's not the case
 3 with the community redevelopment area process.
 4 And I was just speaking Mr. Wilkins about that.
 09:55AM 5 There is no procedure. There is no application to
 6 make changes to that. If this Board reviewed and
 7 approved that in 2009 and it went to the County
 8 Commissioners, we don't know how to change it.
 9 There's no process. There's no roadmap for that.
 09:55AM 10 So we have a conundrum here. While we can deal with
 11 one body, we can't necessarily openly deal with the
 12 other, because to date, that's simply not been
 13 considered and put into place. Mr. Wilkins may
 14 certainly correct me on that, but that was my
 09:55AM 15 understanding of our discussion.
 16 So Mr. Chairman, we are requesting the ID-2
 17 because of a specific use that the owner was using
 18 the property for, shut it down, moved it off site.
 19 Matter of fact, is in operation right now. I think
 09:56AM 20 Mr. Campbell has it up in the good town of Century
 21 right now, operating up there benefiting those
 22 folks, but he wants to bring that back down and set
 23 it up at that location.
 24 The other problem that we have – and I'll
 09:56AM 25 close with this – is ID-2 is very similar to what

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1 this Board looked at over the past year or so as far
 2 as the things that are allowed under C-1 – or
 3 rather C-2, the bars, the nightclubs and how that
 4 competes and generally gets a lot of neighborhoods
 09:56AM 5 up in arms when they hear that type of thing is
 6 coming in because it will allow that. Well, this
 7 Board separated that out so that it now has its own
 8 specific use. The problem we have with ID-2 is –
 9 and this would be a complicated one, and I
 09:56AM 10 acknowledge for the Staff – would be to identify
 11 some of those things that would require ID-2
 12 categories that could be compatible. We think we
 13 have something here that meets all the rules and
 14 regulations but it happens to be a concrete plant,
 09:57AM 15 and for that name, it's simply shipped over to
 16 something that is very difficult to accomplish in
 17 these types of areas.
 18 So Mr. Chairman, I will conclude my remarks.
 19 Thank you.
 09:57AM 20 MR. BRISKE: Board members, questions of Mr.
 21 Page 4.
 22 MR. TATE: I have a question.
 23 MR. BRISKE: Mr. Tate.
 24 MR. TATE: Mr. Page, you mentioned that this
 09:57AM 25 was an ongoing use. You just mentioned that it's
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1 since shut down and moved. And that's occurred
 2 since code enforcement came; is that correct?
 3 MR. PAGE: That's correct.
 4 MR. TATE: Prior to code enforcement coming,
 09:57AM 5 this was a – the septic tanks that were formed and
 6 built there, that continued to be in operation? It
 7 was the company that was sold or was that closed and
 8 somebody else bought it and is doing the same thing?
 9 I need to understand.
 09:57AM 10 MR. PAGE: I think a fair assessment would be
 11 to say that the Hinote plant shut down. Some period
 12 of time passed. This owner got together with some
 13 guys up in Cantonment that are in the concrete and
 14 rock business. They decided to buy the property.
 09:58AM 15 And I think it was closed down for more than –
 16 perhaps more than a year.
 17 MR. TATE: So it wasn't a continuing operation?
 18 MR. PAGE: That's a fair statement, yes, sir.
 19 MR. TATE: Thank you. That's all the questions
 09:58AM 20 I have.
 21 MR. BRISKE: Mr. Page, did you have any other
 22 witnesses that you wanted to present?
 23 MR. PAGE: No, sir.
 24 MR. BRISKE: Any other questions from the
 09:58AM 25 Board? Okay. Staff's findings, please.
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1 MR. LEMOS: Chairman, Board members, I would
 2 like to say, because this is in the Englewood
 3 Redevelopment area, I would ask you to please
 4 consider having the representative from the
 09:58AM 5 redevelopment area after I go through my findings,
 6 so they can present their findings.
 7 Once again, this is R-5, ID-1, requesting ID-2,
 8 General Industrial District, noncumulative.
 9 From our findings, number one, the proposed
 10 amendment is not consistent with the intent and
 11 purpose of CPP Future Land use 1.3.1 Future Land Use
 12 Categories, as stated above in the intent of the
 13 Mixed Use Urban category. It does allow for intense
 14 residential uses and nonresidential uses,
 15 commercial, for compatible infill development.
 16 Furthermore, the range of uses extends from
 17 residential to light industrial. Staff concurs that
 18 the cumulative nature of the ID-2 zoning category
 19 does allow for light industrial which is
 20 specifically mentioned in the Mixed Use Urban.
 21 However, the allowable uses within the ID-2 zoning
 22 category extend beyond light industrial. As a
 23 matter of fact, the allowable uses of ID-2 include
 24 heavy industrial land uses, highly intense
 25 manufacturing and processing operations,
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1 construction, heavy equipment operations, and other
 2 equivalent concentrations of potential noxious uses.
 3 With this understanding, Staff concludes that the
 4 future land use designation of Mixed Use Urban is
 5 not consistent with the proposed rezoning request of
 6 ID-2.
 7 The proposed amendment is also not consistent
 8 with the intent and purpose of CPP Future Land Use
 9 1.1.10 Locational Criteria further addressed with
 10 the Land Development Code consistency.
 11 Criterion 2. Under Criterion 2, the proposed
 12 amendment is not consistent with the roadway access
 13 requirements as stated in LDC 6.05.17.F of the Land
 14 Development Code which states that access to the
 15 parcel must be from a collector or arterial roadway.
 16 Direct access to the property is provided by Border
 17 Street, a local public two lane roadway. Should
 18 this amendment be approved, the industrial
 19 locational requirements set forth in LDC 7.20.07
 20 will be reviewed during the site plan review
 21 process. There are no natural systems or sensitive
 22 lands that may be affected by this proposed request.
 23 Under Criterion 3, the proposed amendment is
 24 not compatible with the surrounding existing uses in
 25 the area. Within the 500 foot radius impact area,
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1 Staff observed properties with zoning districts
 2 ID-1, C-2 and R-5. Cloverland Subdivision, Property
 3 Book 3, Page 52 is within the radius. There are 21
 4 single family residences, one mobile home park, six
 5 mobile homes, seven vacant residential properties,
 6 one church and four open storage properties and one
 7 wholesale parcel.
 8 Under Criterion 4, the proposed amendment does
 9 have changed conditions that impact the rezoning
 10 request by the applicant. This parcel is designated
 11 as part of the Englewood Community Redevelopment
 12 Area, under the Community Redevelopment Plan adopted
 13 by the Board of County Commissioners on July 6, 2000
 14 and updated March 19, 2009. It appears that the
 15 proposed amendment, as stated, would not meet the
 16 intent of the adopted plan. This issue will have to
 17 be addressed by the Community Redevelopment Agency
 18 staff.
 19 Criterion 5, according to the National Wetland
 20 Inventory, wetlands and hydric soils were not
 21 indicated on the subject property. There are no
 22 natural systems or sensitive lands that may be
 23 affected by this proposed request. When applicable,
 24 further review during the site plan review process
 25 will be necessary to determine if there will be any
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1 significant adverse impact on the natural
 2 environment.
 3 And Criterion 6, the proposed amendment will
 4 not result in a logical and orderly development
 5 pattern, as the allowed uses and intensities for the
 6 ID-2 zoning are incompatible with the intent of the
 7 Englewood Redevelopment Plan, which identify the
 8 less intense industrial uses and specific standards
 9 adopted by the County Commissioners for the
 10 redevelopment area.
 11 That concludes the findings.
 12 MR. BRISKE: Board members, any questions for
 13 the Findings-of-Fact?
 14 Mr. Page, do you wish to cross-examine?
 10:03AM 15 MR. PAGE: No, sir.
 16 MR. BRISKE: Okay. Thank you. David, are you
 17 going to be the one presenting? Please come
 18 forward.
 19 (WHEREUPON, the Mr. Forte was sworn).
 10:03AM 20 MR. BRISKE: David, please state your name and
 21 address and your position for the record?
 22 MR. FORTE: David Forte, Urban Planner II, with
 23 the Escambia County Community Redevelopment Agency.
 24 Pleasure to see the Board again. I believe
 10:03AM 25 there's only one Board member since the last time
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1 I've been here, so Mr. Woodward, nice to meet you.
 2 MR. WOODWARD: Thank you.
 3 MR. FORTE: I would like to go through the CRA
 4 comments, if that's okay, just to get them on the
 10:03AM 5 record.
 6 MR. BRISKE: Okay.
 7 MR. FORTE: This is for 2006 Border Street,
 8 Z-2012-09 in the Englewood Redevelopment District.
 9 The rezoners request for the above mentioned
 10:04AM 10 property is located in the Englewood Community
 11 Redevelopment area. The plan which was originally
 12 adopted by the Board of County Commissioners in July
 13 of 2000 and updated in March of 2009 is intended to
 14 accomplish several key objectives to help revitalize
 10:04AM 15 and improve the Englewood Redevelopment District.
 16 These key objectives include appearance, citizen
 17 involvement, code compliance, infrastructure
 18 improvements, residential and commercial
 19 reinvestment, traffic commingling and circulation
 10:04AM 20 and zoning and land use administration.
 21 The zoning and land use objective is intended
 22 to support and implement zoning policies that
 23 protected residential neighborhoods and encourage
 24 compatible commercial, industrial reinvestment.
 10:04AM 25 MR. BRISKE: David, if I could ask you – this
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1 is part of the record as part of the
 2 Findings-of-Fact. So if you would just summarize
 3 each of them instead of reading them verbatim, just
 4 in the essence of time. So just summarize the
 10:04AM 5 comments, because we have the verbatim – the
 6 document is in the record.
 7 MR. FORTE: Yes, sir. Will do.
 8 MR. BRISKE: Thank you.
 9 MR. FORTE: Comment Number 1, we state on Page
 10:05AM 10 8, the redevelopment plan, major findings were as
 11 follows: It talks about, and particularly Number 2,
 12 a secondary – a second priority is reinvestment in
 13 the four principal commercial corridors, Pace
 14 Boulevard, West Street – W Street, E Street and
 10:05AM 15 Fairfield Drive. The Border Street, Hollywood
 16 Avenue railroad corridor affords a unique
 17 opportunity for an urban, commerce or a light
 18 industrial park.
 19 One of the major findings in the ERP was – the
 10:05AM 20 ERP, I'm sorry, the Englewood Redevelopment Plan –
 21 was the potential opportunity for the urban commerce
 22 or light industrial park.
 23 The concern for the rezoning to the ID-2 zoning
 24 district would allow more intense industrial uses
 10:05AM 25 such as land use, rendering plants, slaughter
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1 houses, junk yards, salvage yards and such.
 2 Number 2, ERP on Page 17 touches on the
 3 existing land uses for the Englewood Redevelopment
 4 District. Mr. Page had talked about the percentages
 10:06AM 5 earlier. That is correct, it does state though, the
 6 CRA understands that the industrial uses are a
 7 tremendous economic factor when properly planned and
 8 managed. Industrial uses are in the vast minority
 9 throughout the Englewood Redevelopment District and
 10:06AM 10 definitely need proper promotion for the economic
 11 viability of the area.
 12 The CRA supports existing uses allowed under
 13 this ID-1 zoning. However, the additional intensive
 14 uses that in turn would be allowed under the IS-2
 10:06AM 15 zoning district would become intrusive to the
 16 surrounding residential areas.
 17 Number 3, we talk about – the CRA talks about
 18 the inconsistency with the Future Land Use, MU-U,
 19 and we support Staff's findings. The current zoning
 10:06AM 20 of ID-1 supports the intent of the MU-U, Future Land
 21 Use. However, the proposed rezoning to ID-2 would
 22 be in conflict with the MU-U category as ID-2 allows
 23 for the uses I've stated earlier.
 24 The applicant, in the CRA's position, would
 10:07AM 25 need to apply for a future land use map amendment to
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1 amend to MU-U to ID-1 prior to the rezoning request
 2 for – to meet the plan that they are intending.
 3 Number 4. I'll just state that the proposed
 4 rezoning from ID-1 to ID-2 would create the first
 10:07AM 5 and only ID-2 zoning property within the Englewood
 6 Redevelopment District. The CRA feels the zoning
 7 amendment would result in spot zoning, and as
 8 mentioned above in Comment Number 3, the amendment
 9 would be inconsistent with the future land use
 10:07AM 10 category of MU-U. As the Border Street, Hollywood
 11 Avenue corridor has the potential to become urban
 12 commerce or light industrial park serviced by the
 13 existing railroad, the CRA cannot support the
 14 rezoning of the current ID-1 to ID-2. CRA
 10:07AM 15 respectfully requests that the Board deny the
 16 rezoning request.
 17 I would like to ask one thing, if I can. I
 18 believe Mr. Page was talking about, and Mr. Tate you
 19 were asking about when the use was ended or stopped
 10:08AM 20 and then reopened or done again. A nonconforming
 21 use – and I think Horace can touch on this better
 22 than I can – the nonconforming use, I believe you
 23 have 365 days, one year to –
 24 MR. JONES: Yes.
 10:08AM 25 MR. FORTE: That you can, I guess, go back and
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1 redo the use that's been – that's occurred on that
 2 site. However, when you go over that 365 day limit
 3 you have to go back and meet what the Land
 4 Development Code or any codes of the County require.
 10:08AM 5 So I would like to just state that.
 6 MR. BRISKE: Okay.
 7 MR. WOODWARD: Let me just ask you a question.
 8 So you're saying this is not a grandfathered
 9 situation?
 10:08AM 10 MR. FORTE: Grandfathered in up to that 365
 11 days. So it's a nonconforming –
 12 MR. WOODWARD: If it was a nonconforming use
 13 that predated the plan, wouldn't it be allowed to
 14 continue as long as it didn't have the one year
 10:09AM 15 interruption; is that correct, Horace?
 16 MR. JONES: And that is –
 17 MR. FORTE: Correct. It's the one year
 18 interruption that –
 19 MR. WOODWARD: And this was not used for over a
 20 year?
 21 MR. JONES: That's correct.
 22 MR. WOODWARD: So the grandfathering is gone?
 23 MR. JONES: Absolutely.
 24 MR. BRISKE: David, Mr. Page indicated that
 10:09AM 25 there is no mechanism in place for adjustments to be
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1 made to your plan. Could you address that or maybe
 2 someone else can address that?
 3 MR. FORTE: I know Keith was – I think he was
 4 saying Mr. Wilkins had a conversation. The only
 10:09AM 5 thing I could say is these plans are – they go
 6 through an extensive public participation process
 7 where we meet with probably three or four workshops,
 8 with all the residents in the areas. They are
 9 brought before the Planning Board and the Board of
 10:09AM 10 County Commissioners for adoption. We do our best
 11 to try to every year update one of our plans. So
 12 this year we're actually working on Brownsville.
 13 Last year we did Barrancas. So about every five
 14 years each plan will be updated. That's what I
 10:10AM 15 could speak about.
 16 MR. BRISKE: But there's no mechanism for
 17 amendment. Mr. Wilkins?
 18 Good morning, sir. Please be sworn in.
 19 (WHEREUPON, Mr. Wilkins was sworn).
 10:10AM 20 MR. BRISKE: Please state your name, address
 21 and position for the record.
 22 MR. WILKINS: Good morning. My name is Steve
 23 Wilkins. I am Escambia County's Director of
 24 Community and Environment, 221 Palafox Place.
 10:10AM 25 I wasn't in the room when Mr. Page made the
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1 comments, so I don't know exactly what was said.
 2 However, our conversation prior was with regards to
 3 the ability to amend plans. But a point to be made,
 4 I believe, is that the CRA plans are just that, they
 10:10AM 5 are plans. They are not in code. Therefore, there
 6 is nothing necessarily to appeal or nothing to be
 7 applied regulatorily in the sense of the Land
 8 Development Code. And that was the discussion we
 9 had with regards to amending a boundary of a CRA
 10:11AM 10 area, because those areas are adopted by ordinance.
 11 So to amend that you would have to amend an
 12 ordinance.
 13 But otherwise, as far as regulatory standards
 14 go with the plans, they are plans and therefore,
 10:11AM 15 appeals don't necessarily apply. And so that's the
 16 context of hearing that secondhand. If you have any
 17 questions I'll be glad to answer them.
 18 MR. BRISKE: Mr. Page, do you have any
 19 questions for these witnesses, either David or Mr.
 10:11AM 20 Wilkins?
 21 MR. PAGE: Mr. Chairman, my comment perhaps
 22 would be more of an administrative one. You are
 23 being asked to listen to a presentation today from
 24 CRA for which a document exists that, as I indicated
 10:12AM 25 earlier, can't be changed. I'm not necessarily
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1 interested in a conversation on changing the
 2 boundary of the CRA as much as I am the designated
 3 land use recommendations that are made therein.
 4 There's no mechanism for that.
 10:12AM 5 As Mr. Wilkins indicated, too, it's not a part
 6 of the code. This Board, set up under 163, is
 7 responsible for all of the activities associated
 8 with the Comprehensive Plan and the Land Development
 9 Code, not the CRA as it's presently configured. So
 10:12AM 10 it's difficult for me to understand why this Board
 11 has to hear that presentation when you can't vote on
 12 it, you can't change it, you can't do anything with
 13 it, as we can't.
 14 Keith and I talked about a better mechanism to
 10:12AM 15 make that work better, where we have one planning
 16 department that we know how to work. We have
 17 another planning department, if you will, that's
 18 doing things a little differently. We certainly
 19 would like to see them work a little bit better than
 10:13AM 20 they do now.
 21 But as we sit here today, this Board has no
 22 control over that CRA, as I see it and as I
 23 understand the way it's been situated.
 24 MR. TATE: Can I address the CRA issue?
 10:13AM 25 MR. BRISKE: Yes, please.
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1 MR. TATE: I think, Mr. Page, and also speaking
 2 with our friends from the Community Redevelopment
 3 Agency, both this Board and Staff have disagreed
 4 with the findings of the plan in the past. And
 10:13AM 5 while it's a tool, it's not the final decision that
 6 we use in regards to any decision that this Board
 7 makes or even the findings of Staff in regards to a
 8 particular rezoning case.
 9 MR. PAGE: Glad to hear that.
 10:13AM 10 MR. TATE: Yes. So it's a tool, not a bottom
 11 line for us.
 12 MR. PAGE: Thank you.
 13 MR. KERR: Mr. Chairman, if I may.
 14 MR. BRISKE: Lloyd were you here –
 15 MR. KERR: I'm sorry. No, I was late coming in
 16 the room.
 17 MR. BRISKE: We'll ask him to be sworn in,
 18 please.
 19 (WHEREUPON, Mr. Kerr was sworn).
 10:14AM 20 MR. BRISKE: State your name and address and
 21 your position, please.
 22 MR. KERR: Lloyd Kerr. I'm the Director of
 23 Development Services for Escambia County.
 24 MR. BRISKE: Thank you.
 10:14AM 25 MR. KERR: And I just want to remind the Board
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1 that the overlay areas are a part of our Land
 2 Development Code. So inasmuch as the zoning would
 3 be – and any questions regarding the development
 4 and the rezoning and subsequent development, would
 10:14AM 5 be subject to those requirements that are already in
 6 the Land Development Code. And many of the things
 7 that are in the Land Development Code incorporate
 8 the suggestion or recommendations that have come in
 9 the past from earlier plans.
 10:14AM 10 MR. BRISKE: Mr. Wilkins testified that the
 11 code was an ordinance and therefore, I believe as an
 12 ordinance – and Mr. West, you may correct us if
 13 this is wrong – but as an ordinance it has a
 14 bearing on the decision that the Board would make
 10:15AM 15 even though it's not directly written in the Land
 16 Development Code; is that correct?
 17 MR. WEST: Yes, that would be correct. The
 18 ordinance does create a boundary and establish those
 19 redevelopment areas. That's my recollection of what
 10:15AM 20 the ordinances say. And beyond that there's the
 21 plan that is updated, as Mr. Wilkins said.
 22 MR. BRISKE: Okay. Thank you. Questions.
 23 MS. DAVIS: I have a question of Mr. West. I
 24 notice that the parcel, the south side of the parcel
 10:15AM 25 has a church adjacent to it. Now, changing this to
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1 Industrial II, how would that affect – the bars,
 2 for example, could not be open that close to a
 3 church and there are various things that are
 4 prohibited. How would that work?
 10:16AM 5 MR. WEST: Just like you said, there are
 6 restrictions on what can go next to churches,
 7 specifically alcohol related.
 8 MS. DAVIS: But we can still change it to
 9 industrial.
 10:16AM 10 MR. WEST: Again, as Mr. Tate mentioned
 11 earlier, there are additional restrictions that
 12 arise in different parts of the code, and that's one
 13 of them.
 14 MR. BRISKE: I noticed on this map – if we
 10:16AM 15 could zoom in a little bit. It appears that those
 16 are individual parcels that are within this red box;
 17 is that correct? There's a portion of one of them
 18 that kind of – little point of it that sticks out
 19 past the – is that considered a parcel, and would
 10:16AM 20 we have very split zoning on that parcel if this
 21 went forward?
 22 MS. CAIN: No, sir. Actually, this is now all
 23 one parcel. The applicant has actually combined all
 24 parcels so it's one property reference number.
 10:17AM 25 MR. BRISKE: Of the – I believe it was maybe
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1 the zoning map, the colored zoning map, maybe we can
 2 see that.
 3 MS. CAIN: It's still ID-1. Yes, at the top
 4 portion of that, which is now all one parcel, is
 10:17AM 5 ID-1.
 6 MR. BRISKE: But look down at the lower
 7 right-hand side of where the little blue square is.
 8 Down a little bit more. It appears that a piece of
 9 that was originally a parcel that was included.
 10:17AM 10 MS. CAIN: I'm not sure that the lines really
 11 match up. But they started out as three parcels and
 12 the applicant chose to combine all three.
 13 MR. BRISKE: Do you see what I'm talking about?
 14 MR. LEMOS: That could be a result of the GIS,
 10:17AM 15 the pixelation of the system, itself, on the
 16 software and hardware we use with GIS. Sometimes
 17 the lines just don't match up the way they're
 18 supposed to be. I see what you're talking about on
 19 that lower eastern corner.
 10:17AM 20 MR. BRISKE: Just a little tiny piece there.
 21 But it appears that that line is intended to cover
 22 those parcels up there, which you're now saying are
 23 all one parcel. They've been joined together.
 24 MR. LEMOS: They are one property.
 10:18AM 25 MR. BRISKE: Board members, additional
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1 questions? We're going to go into the public
 2 comment. We do have a speaker signed up on this
 3 one, and then we'll come back and let Mr. Page cover
 4 some more information.
 10:18AM 5 Excuse me. For those members of the public who
 6 wish to speak, please note that the Planning Board
 7 bases our decisions only on the criteria and
 8 exceptions described in Section 2.0802D of the Land
 9 Development Code. During our deliberations, the
 10:10AM 10 Planning Board does not consider general statements
 11 of support or opposition. Accordingly, please limit
 12 your testimony to the criteria and exceptions
 13 described in Section 2.0802D.
 14 Also, please note that only those individuals
 09:11AM 15 who are here before the Planning Board today
 16 speaking will be allowed to speak at the subsequent
 17 Board of County Commissioners.
 18 So far I do have one speaker signed up. Mr.
 19 Ronald Stewart, please.
 10:19AM 20 Good morning, sir. I'll ask that you be sworn
 21 in and then after that we'll have you state your
 22 name and address for the record.
 23 (WHEREUPON, Mr. Stewart was sworn).
 24 MR. BRISKE: Good morning, sir. Please state
 10:19AM 25 your name and address for the record.
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1 MR. STEWART: Good morning. My name is Ronald
 2 Stewart. I live at 1321 Border Street.
 3 I'm here just to say no again. The last time I
 4 appeared before you was December 14th. And I
 10:19AM 5 appeared before you and asked you to stop destroying
 6 my neighborhood. There are people that live in that
 7 neighborhood. I'm one of the victims that live
 8 there now.
 9 I will ask the Attorney General to open a
 10:19AM 10 criminal investigation into the Board of County
 11 Commissioners, the Board of Adjustment. You have
 12 conspired and extorted through force and
 13 intimidation to deprive my family of our right to
 14 life, liberty and our property. You have tortured
 10:20AM 15 us. You have harassed us, threatened us for the
 16 last five years. You have destroyed and stolen the
 17 value of our properties our – for your industrial
 18 park infrastructure already built – it's
 19 intimidation.
 10:20AM 20 Already – the pits are done. The road is
 21 paved. We've got street lights. None of them
 22 happened before all this came about. There are
 23 people – and I don't know how you people can sit
 24 back there and do this – there are people, 60, 70,
 10:20AM 25 80 years old. My next door neighbor is in a
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1 wheelchair and his wife is blind. The pots dance
 2 off their shelves. We have to listen to this crap
 3 all day long. We are at war, because one
 4 statement – wiped out 100 gold fish. I realize
 10:20AM 5 they're just gold fish, but they're dead. My
 6 aquariums had to be emptied because of your
 7 decision.
 8 You're going to kill somebody before it's over
 9 with. I have called the Sheriff's Department and
 10:21AM 10 told them because of the crap that that new machine
 11 that you put out there – the guy was screaming at
 12 three o'clock in the morning, he was going to kill
 13 somebody. I, like a sorry human being, did not call
 14 that night. I waited until the next morning when my
 10:21AM 15 conscience caught up with me and then I called the
 16 Sheriff and told him what had happened.
 17 I don't know what you guys are doing. Y'all
 18 are trying to run us all out of our homes. Nobody
 19 in that neighborhood – Border Street is being
 10:21AM 20 turned into a dump. The bottom end of it is nothing
 21 but scrap yards, trash, and it just keeps getting
 22 worse.
 23 The cement company – you know, when I was a
 24 child the cement company was working. That was the
 10:22AM 25 last time I saw it working. I'm 54 years old now.
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1 You know, enough. We're choking on this crap.
 2 Every morning our cars are covered with this stuff.
 3 Our homes are being shaken. Down there where this
 4 cement company is has turned into a dump.
 10:22AM 5 You know, Pensacola is too beautiful. I raised
 6 my kids to welcome tourists here. And all you're
 7 doing is destroying the damn thing. Please stop.
 8 Thank you very much. Any questions?
 9 MR. BRISKE: Any questions for Mr. Stewart?
 10:22AM 10 MR. STEWART: I didn't think so.
 11 MR. BRISKE: Mr. Page, do you wish to –
 12 MR. PAGE: I have nothing further.
 13 MR. BRISKE: Okay. Anyone else that wishes to
 14 speak on this matter? Okay. I hereby close the
 10:22AM 15 public comment portion of the hearing.
 16 Mr. Page, I'll give you the opportunity for any
 17 closing statements. You said you have none.
 18 MR. PAGE: None.
 19 MR. BRISKE: Members of the Board, discussion
 10:23AM 20 or a motion?
 21 MR. GOODLOE: Mr. Chairman, I have a motion.
 22 MR. BRISKE: Yes, sir.
 23 MR. GOODLOE: I recommended the denial of the
 24 rezoning application to the Board of County
 10:23AM 25 Commissioners and adopt the Findings-of-Fact
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1 provided in the rezoning hearing package Z-2012-09.
 2 MS. SINDEL: I second.
 3 MS. SINDEL: A motion and a second.
 4 Discussion. All those in favor, say aye.
 08:35AM 5 (Board members vote.)
 6 MR. BRISKE: Opposed?
 7 Mr. Page, the request has been denied.
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1 CASE: Z-2012-11
 2
 3 APPLICANT: Carol J. Simpson. Agent for Mary J. Moye, John W.
 Huelsbeck, Jr., Linda Aligood, Owner
 4 ADDRESS: 11 Eden Lane
 PROPERTY REFERENCE NO: 02-11N-31-34-02-000-009
 5 FUTURE LAND USE: MURBAN
 COMMISSIONER DISTRICT: 5
 6 OVERLAY AREA: NA
 REQUESTED REZONING:
 7 FROM: V-4, Villages Multifamily Residential District
 TO: VR-2, Villages Rural Residential District
 8
 9
 10:23AM 10 MR. BRISKE: Like I stated at the beginning of
 11 the meeting our next case, Z-2012-10 has a couple of
 12 items that will have to be considered in the regular
 13 Planning Board meeting, so we're going to move that
 14 one to the end of the agenda. So we'll move forward
 10:24AM 15 with Case Z-2012-11, which is 11 Eden Lane, V-4,
 16 Villages Multifamily Residential District
 17 to a VR-2, Villages Rural Residential District.
 18 Members of the Board, once again I'll ask if
 19 there's been any ex parte communication on this case
 with the Applicant, the agents, attorneys, witnesses
 20 or with any fellow Planning Board members or anyone
 08:56AM 21 from the general public prior to this hearing. I'll
 22 also ask that you disclose if you have visited the
 23 subject property. And if you are a relative or a
 24 business associate of the Applicant or the
 08:56AM 25 TAYLOR REPORTING SERVICES, INCORPORATED

JUNE 28, 2012
REZONING CASE Z-2012-09
2006 BORDER STREET
BUDDY PAGE AGENT, RICK EVANS OF EVANS CONTRACTING, INC.

Commissioner Wilson B. Robertson, Chairman (Robertson)
Commissioner Gene M. Valentino, Vice Chairman (Valentino)
Commissioner Grover C. Robinson IV (Robinson)
Commissioner Kevin W. White (White)
Commissioner Marie K. Young (Young)
Charles R. "Randy" Oliver (Oliver)
Alison Rogers (Rogers)
T. Lloyd Kerr (Kerr)
Wiley C. "Buddy" Page (Page)

Kerr Number 9 is 2006 Border Street. The request here is to zone from R-5 and ID-1 to ID-2. The Planning Board recommended denial on this Petition.

Robertson All right. Mr. Page signed up to speak for three minutes.

Page Thank you, Mr. Chairman. Buddy Page, 5337 Hamilton Lane in Pace. This particular piece of property, as you can see from the overhead, Mr. Chairman, is split zoning. The northerly portion of it is already ID-1, the southerly portion, I believe, is R-5. We wanted all of that to be ID-2, only because the property has a history of use in that it was formerly, for 20 years or more, the Hinote Septic Tank plant site, where they actually poured concrete and made the septic tanks and sold those in the area. In order to do that, they have to have a batch mix concrete plant, which they had on site. At some point, Code Enforcement came by and told them they may need to check and be sure that they can continue to do that at this site. They checked and found out a concrete plant in this area is simply in this area is simply allowed. Well, what about our history? Well, it just didn't come out that way. They acquired a couple of extra pieces of property, the business had been out of business for over a year, so there were some other difficulties that came in. So the investors took the, Mr. Campbell and others, took the concrete plant and went to Century with it. The present owner is still attempting to try to get it rezoned to allow for a small batch plant concrete facility to go in. Mr. Chairman, the problem that we have with this is similar to other things where we have a scale of uses that are all lumped together in an ID-2 category. Concrete plants, it just says concrete plants. There are a lot of types of concrete plants and certainly on something around two to three acres you can't get a real large facility to be constructed there. So that was my comment, Mr. Chairman, and also this is another location where we have rail frontage and an opportunity to do some things here with ID-2 and it's not being held up for

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zoning reasons and for the recommendations that are contained in the County's Neighborhood Redevelopment Plans as well.

Robertson Commissioner White.

White Here again's another one the Future Land Use is wrong to be able to try to do anything with this. I'm with you, Grover, I don't know how we approved some of this stuff when we done it – didn't take into consideration.

Kerr And, Commissioner, if I may, Mixed Use-Urban does allow for ID-1 and that.

White He wants ID-2.

Robinson He wants ID-2.

Kerr No, I understand, but the question was about how do we get to the MU-U and it's because of the zoning because of the prior Future Land Use on there that we went to the MU-U. I mean we – that is all part of that.

White Buddy, would it be helpful since part of it's already zoned ID-1 if we did the part that's R-5 make it all ID-1?

Page Yes, sir, it certainly would.

Robinson Can I ask?

Robertson You want to go to Commissioner Robinson right now?

White Yeah, 'cause I'm trying to (indecipherable).

Robertson Commissioner Robinson.

Robinson Let me ask the question here. It seems like we're getting hung up on our uses, that we lump everybody together. Is it perhaps something that we should evaluate 'cause we don't have to go back on some of these things for Future Land Use if we look at issues that deal with our uses and perhaps give them conditional uses in certain zonings?

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- Kerr I think certainly we could look at that, although I think the fact that we make a distinction between ID-1 and ID-2 is because of the severity of the use.
- Robinson But we make no distinction between anything dealing with concrete, and clearly this property within its history has operated as such. That's the part that the public doesn't understand.
- Kerr Well, correct, but it was a nonconforming use and it was evidently, if you'll read the – and in reading the testimony, you'll see that there was a speaker who spoke to the noise and to the vibration and to the dust and so forth. And so it does have some noxious offensive type things connected with it. I don't know how long the plant was in operation, but it evidently had ceased operation and long enough so that it was out of – it could not be grandfathered.
- White Buddy.
- Robertson Commissioner White's next and then Commissioner Valentino.
- White Buddy. So you're saying that – 'cause I think I got a solution is we could send this back to the Planning Board to consider the R-5 parcel, since they did not consider that in the original, to do it to ID-1. Does that get you where you need to be?
- Page That would be to the delight of the owner.
- White OK. Then I'll move to send back to the Planning Board to consider the remainder of the subject parcel to ID-1.
- Valentino Second.
- Robertson OK. Did you want to speak, Commissioner Robinson.
- Valentino Mr. Chairman, I have a comment, but very brief, since this is what I do agree with. Lloyd, the problem we seem to be having with these is that there's a – and I'm just as guilty as the other two admissions, that we're not – I'm not sure the map – the Future Land Use Maps are grabbing the Future Land Use intentions. It's going to have a separate issue. It ripples directly into economic development and availability of parcels being able to – I know we adopted it – but no disrespect to anybody but I just think that we should become a little bit more

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aggressive and willing, without the encumbrance on the applicant, to move to the more intense use without such a hardship because of an outdated Future Land Use Map. That's my concern. Please consider that in the future as we're going forward because it's going to happen again. This isn't the only one.

Robertson OK. Please vote. Passes four zero with one (*Commissioner Robinson*) out of the room.

Planning Board-Rezoning

5. B.

Meeting Date: 05/14/2012

CASE : Z-2012-09

APPLICANT: Wiley C. "Buddy" Page,
Agent for Rick Evans, Owner

ADDRESS: 2006 Border Street

PROPERTY REFERENCE NO.: 16-2S-30-2300-001-023

FUTURE LAND USE: MU-U, Mixed-Use Urban

COMMISSIONER DISTRICT: 3

OVERLAY AREA: Englewood Redevelopment
Area

BCC MEETING DATE: 06/28/2012

Information

SUBMISSION DATA:

REQUESTED REZONING:

**FROM: R-5, Urban Residential/Limited Office District, (cumulative) High Density
ID-1, Light Industrial District (cumulative) (no residential uses allowed)**

TO: ID-2, General Industrial District (noncumulative)

RELEVANT AUTHORITY:

- (1) Escambia County Comprehensive Plan
- (2) Escambia County Land Development Code
- (3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
- (4) Resolution 96-34 (Quasi-judicial Proceedings)
- (5) Resolution 96-13 (Ex-parte Communications)

CRITERION (1)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

Comprehensive Plan Policy (CPP) FLU 1.1.10 Locational Criteria. The LDC shall include locational criteria for broad categories of proposed non-residential land uses. The site criteria for such uses shall address the transportation classification of, and access to adjoining streets, the proximity of street intersections and large daily trip generators (i.e. college or university), the surrounding land uses, the ability of a site to accommodate the proposed use while adequately protecting adjoining uses and resources, and other criteria that may be appropriate to those categories of uses.

CPP FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories in Escambia County. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended

for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The minimum residential density is 3.5 dwelling units per acre and the maximum residential density is 25 dwelling units per acre.

CPP FLU 1.5.3 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed-Use Suburban, Mixed-Use Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment is **not consistent** with the intent and purpose of CPP FLU 1.3.1 Future Land Use Categories, as stated above in the intent of the Mixed-Use Urban category, it does allow for intense residential uses and non-residential uses (commercial) for compatible infill development. Furthermore, the range of uses extends from residential to light-industrial. Staff concurs that the cumulative nature of the ID-2 zoning category does allow for light industrial which is specifically mentioned in MU-U. However, the allowable uses within the ID-2 zoning category extend beyond light-industrial. As a matter of fact, the allowable uses of ID-2 include heavy industrial land uses, highly intense manufacturing and processing operations, construction/heavy equipment operations, and other equivalent concentrations of potential noxious uses. With this understanding, staff concludes that the future land use designation of MU-U is not consistent with the proposed rezoning request of ID-2. The proposed amendment is **not consistent** with the intent and purpose of CPP FLU 1.1.10 Locational Criteria further addressed with the Land Development Code consistency, Criterion 2.

CRITERION (2)

Consistent with The Land Development Code.

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

6.05.12. R-5 Urban Residential/Limited Office District, (cumulative) high density.

This district is intended to provide for high density urban residential uses and compatible professional office development, and designed to encourage the establishment and maintenance of a suitable higher density residential environment and low intensity services. These uses form a transition area between lower density residential and commercial development. Maximum density is 20 dwelling units per acre except in the Low Density Residential (LDR) future land use category where the maximum density is 18 dwelling units per acre. Refer to Article 11 for uses, heights and densities allowed in R-5, urban residential/limited office areas located in the Airport/Airfield Environs.

6.05.18. ID-1 Light Industrial District (cumulative) (no residential uses allowed).

This district is intended primarily for research-oriented activities, light manufacturing and processing not involving the use of materials, processes or machinery likely to cause undesirable effects upon nearby industrial establishments of this type. The uses shall be within completely enclosed buildings wherever practical and provide a buffer between commercial districts and other higher intensive industrial uses. The uses which this district is designed to accommodate include general assembly, warehousing and distribution activities. In addition, major repair and service activities, as well as manufacturing activities meeting performance

standards are intended to be accommodated in this district. Finally, commercial trade and service activities not compatible with activities adapted to more restrictive districts, but which satisfy site plan criteria and performance criteria of this Code, should be accommodated in this district. Residential development is excluded from this district, both to protect residences from undesirable influences and to ensure the preservation of adequate areas for industrial development. Refer to the overlay districts within section LDC 6.07.00 for additional regulations imposed on individual parcels with ID-1 zoning located in the Scenic Highway Overlay District or C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay District. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (FLU 1.1.10) and in Article 7. Refer to Article 11 for uses, heights and densities allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

6.05.19. ID-2 General Industrial District (noncumulative).

This district is intended to accommodate industrial uses which cannot satisfy the highest level of performance standards. It is designed to accommodate manufacturing, processing, fabrication, and other activities which can only comply with minimal performance standards. No residential development is permitted in this district, thereby insuring adequate area for industrial activities. Community facilities and trade establishments that provide needed services to industrial development also may be accommodated in this district. All industrial development, redevelopment, or expansion must be consistent with the locational criteria in the Comprehensive Plan (FLU 1.1.10) and in Article 7. Refer to Article 11 for uses allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

B. Permitted uses.

1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.
2. Asphalt plants.
3. Concrete plants.
4. Iron works.
5. Landfills.
6. Borrow pits and reclamation activities thereof (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
7. Paper mills.
8. Refineries.
9. Rendering plants and slaughter houses.
10. Steel mills.
11. Solid waste transfer stations, collection points, and/or processing facilities.
12. Public utility and service structures.
13. Junkyards, salvage yards, and waste tire processing facilities.
14. Other uses similar to those listed herein. Recommendations on other permitted uses shall be made by the planning board (LPA) and based on an application for such other use. Final determination shall be made by the BCC upon receipt of the planning board's (LPA's) recommendation.

LDC 6.05.17.F. Roadway access. Direct access must be provided from a collector or arterial roadway and such access may be provided by curb cuts on the collector or arterial roadway or a private or public commercial access road linking the use with the collector or arterial roadway provided that such private or public road does not traverse a predominately residential neighborhood or subdivision between the use and the collector or arterial roadway. No permit shall be issued or any proposed use which requires access through a residential neighborhood or subdivision.

LDC 7.20.07. Industrial locational criteria (ID-CP, ID-1, ID-2).

New industrial development must meet the following locational criteria:

1. Industrial uses shall be located so that the negative impacts of industrial land uses on the functions of natural systems shall, as a first priority, be avoided. When impacts are unavoidable, those impacts shall be minimized.
2. Sites for industrial development shall be accessible to essential public and private facilities and services at the levels of service adopted in the Comprehensive Plan.
3. New industrial uses in the MU-1, AA-13, and AA-15 categories may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. Industrial and MU-6 categories allow all types of industrial uses.
4. Sites for industrial uses shall be located with convenient access to the labor supply, raw material sources and market areas.
5. New industrial uses shall be located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties. Compatibility of land uses shall be ensured consistent with Comprehensive Plan Policy 7.A.3.8. (FLU 1.1.9)
6. These industrial locational criteria apply to those future land use categories where industrial development is permitted and does not provide or permit industrial land uses in those categories that do not provide for such uses.

FINDINGS

The proposed amendment is **not consistent** with the roadway access requirements as stated in LDC 6.05.17.F of the Land Development Code which states that access to the parcel must be from a collector or arterial roadway. Direct access to the property is provided by Border Street, a local public two lane roadway. Should this amendment be approved, the industrial locational requirements set forth in LDC 7.20.07 will be reviewed during the site plan review process. There are no natural systems or sensitive land that may be affected by this proposed request.

CRITERION (3)

Compatible with surrounding uses.

Whether and the extent to which the proposed amendment is compatible with existing and proposed uses in the area of the subject property(s).

FINDINGS

The proposed amendment is **not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts ID-1, C-2 and R-5. Cloverland Subdivision, (PB3, PG52) is within the radius. There are 21 single family residences, one (1) mobile home park, six (6) mobile homes, seven (7) vacant residential properties, one (1) church, four (4) open storage properties and one (1) wholesale parcel.

CRITERION (4)

Changed conditions.

Whether and the extent to which there are any changed conditions that impact the amendment or property(s).

FINDINGS

The proposed amendment **does have** changed conditions that impact the rezoning request by

the applicant. This parcel is designated as part of the Englewood Community Redevelopment Area, under the Community Redevelopment Plan adopted by the Board of County Commissioners July 6, 2000 and updated March 19, 2009. It appears that the proposed amendment, as stated, would not meet the intent of the adopted plan. This issue will have to be addressed by the Community Redevelopment Agency staff.

CRITERION (5)

Effect on natural environment.

Whether and the extent to which the proposed amendment would result in significant adverse impacts on the natural environment.

FINDINGS

According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the site plan review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (6)

Development patterns.

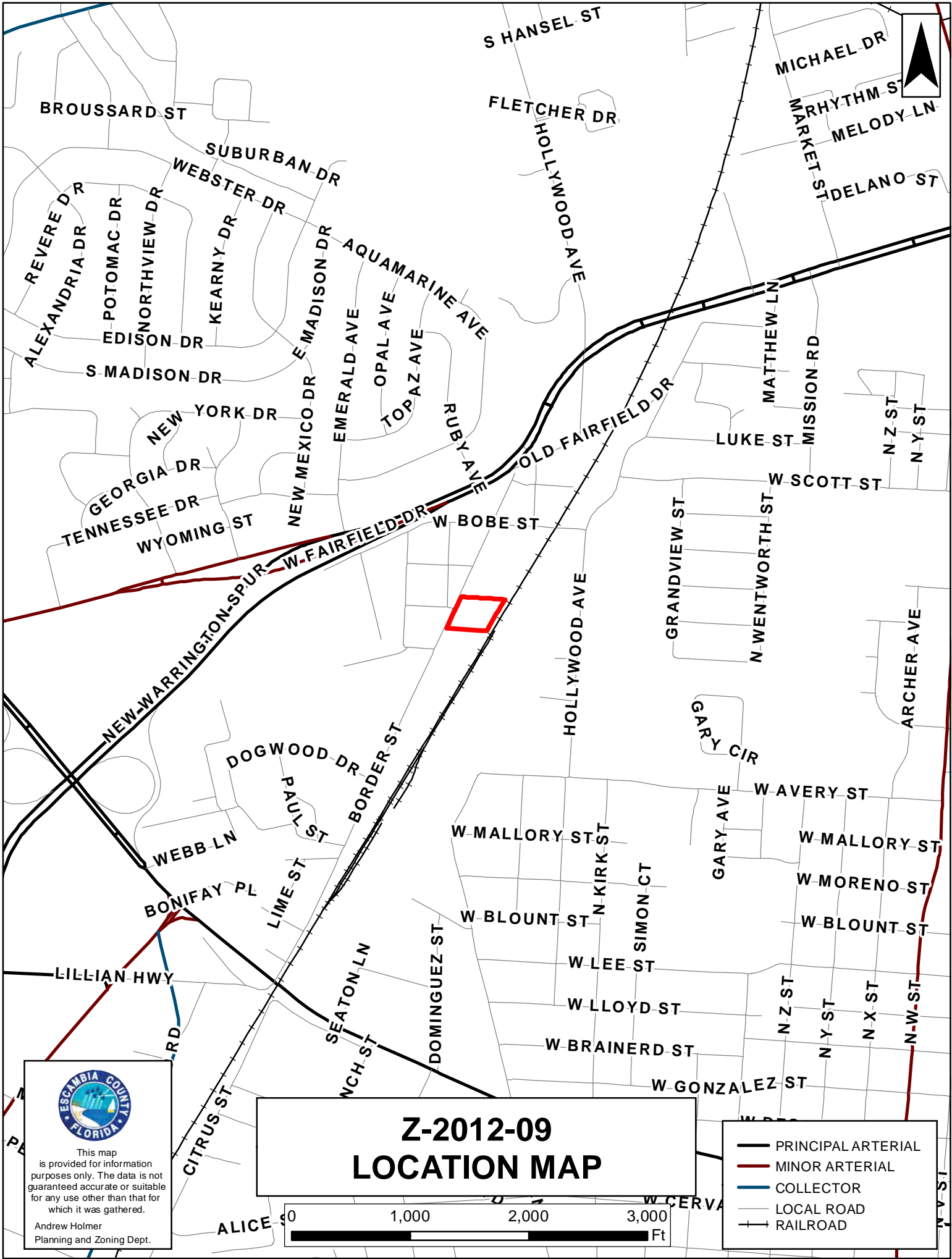
Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

FINDINGS

The proposed amendment **would not** result in a logical and orderly development pattern, as the allowed uses and intensities for the ID-2 zoning are incompatible with the intent of the Englewood Redevelopment Plan, which identify the less intense industrial uses and specific standards adopted by the County Commissioners for the redevelopment area.

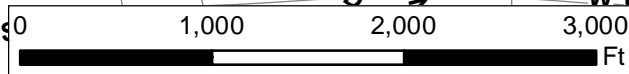
Attachments

Z-2012-09



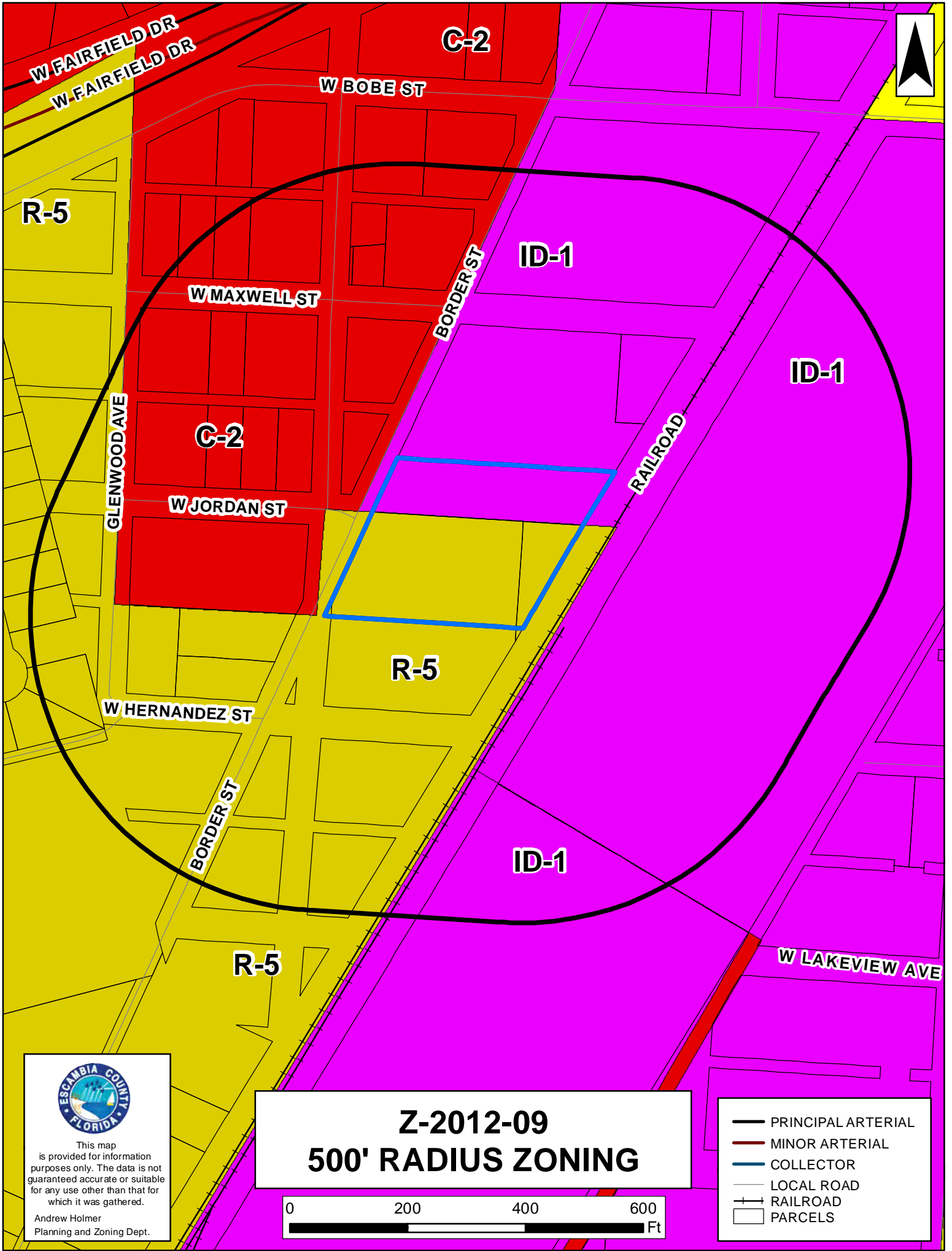

Z-2012-09 LOCATION MAP

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

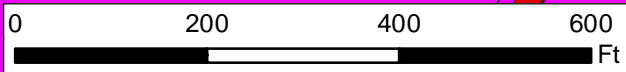
Andrew Holmer
Planning and Zoning Dept.










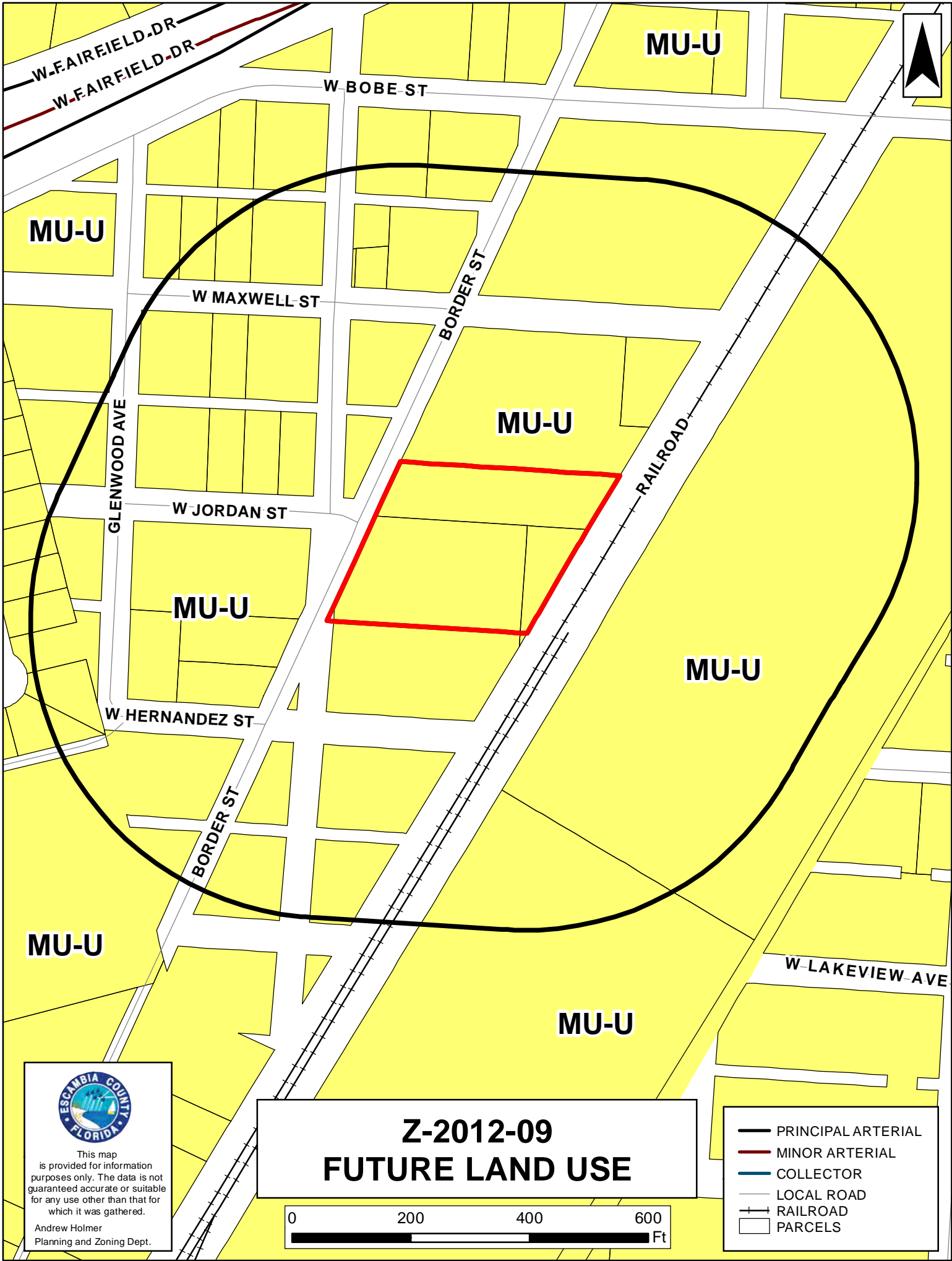
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

Z-2012-09
500' RADIUS ZONING



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD
-  PARCELS



MU-U

MU-U

W MAXWELL ST

W BOBE ST

BORDER ST

MU-U

GLENWOOD AVE

W JORDAN ST

RAILROAD

MU-U

MU-U

W HERNANDEZ ST

BORDER ST

MU-U

MU-U

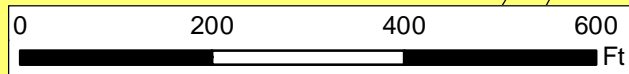
W LAKEVIEW AVE



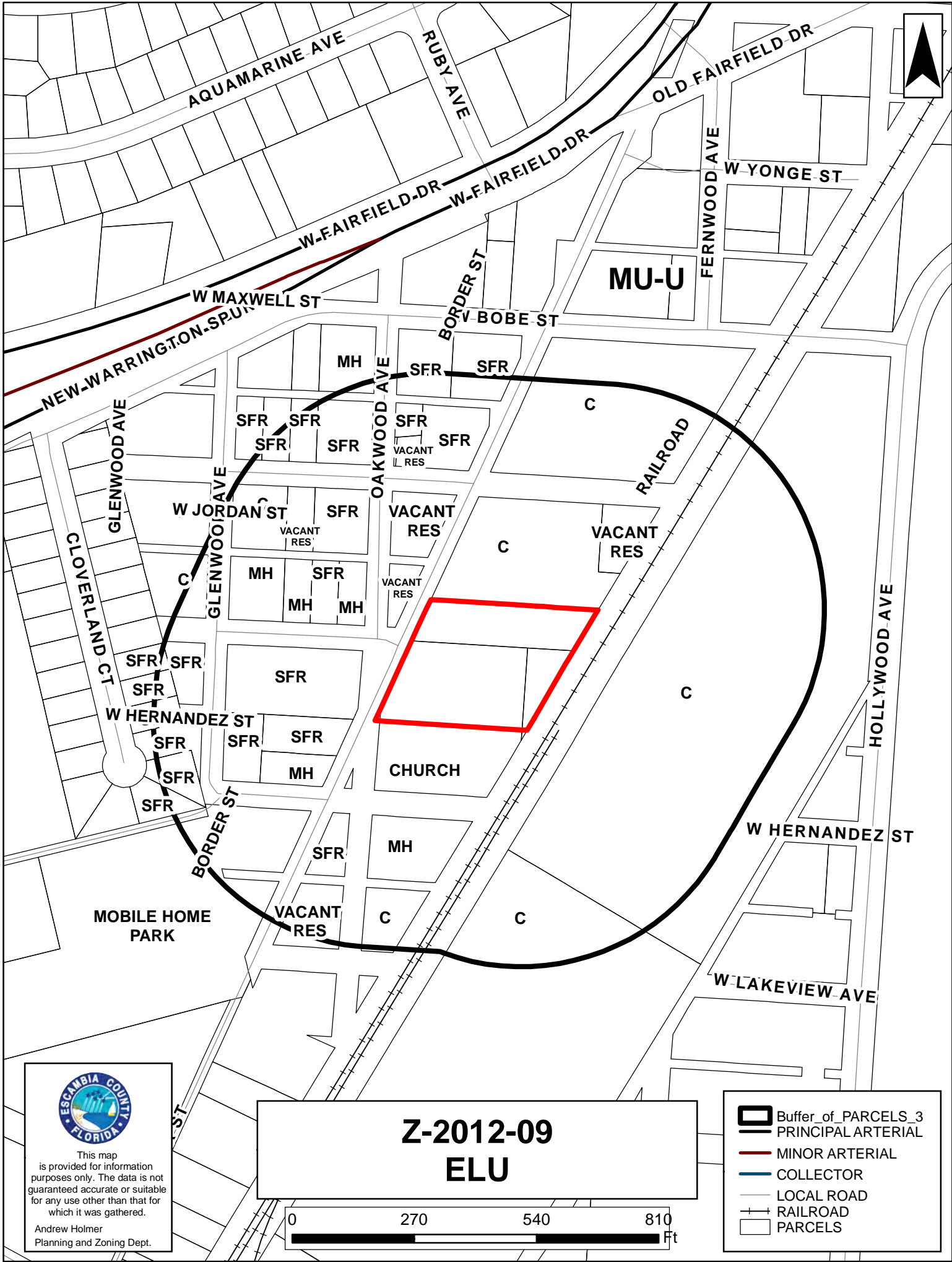
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Andrew Holmer
Planning and Zoning Dept.

Z-2012-09 FUTURE LAND USE



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



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Planning and Zoning Dept.



W MAXWELL ST

OAKWOOD AVE

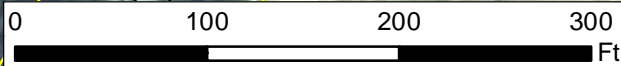
BORDER ST









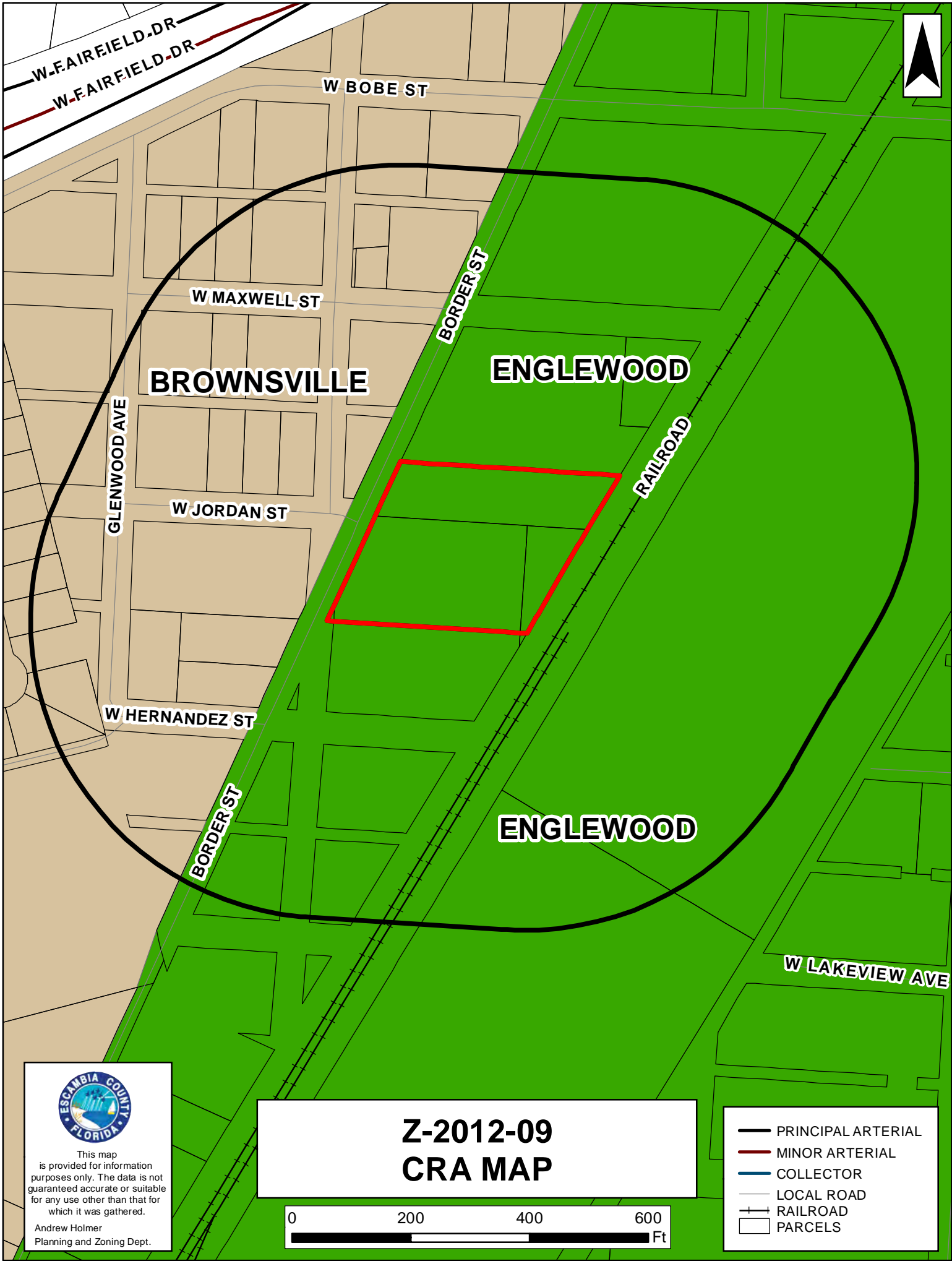
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Andrew Holmer
Planning and Zoning Dept.

Z-2012-09 AERIAL MAP



-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD
-  RAILROAD
-  PARCELS



W.FAIRFIELD.DR
W.FAIRFIELD.DR

W BOBE ST

W MAXWELL ST

BROWNSVILLE

ENGLEWOOD

GLENWOOD AVE

BORDER ST

RAILROAD

W JORDAN ST

W HERNANDEZ ST

BORDER ST

ENGLEWOOD

W LAKEVIEW AVE



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

**Z-2012-09
CRA MAP**



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD
- PARCELS



NOTICE OF PUBLIC HEARING REZONING

CASE NO.:

2012 092

CURRENT

PROPOSED

ZONING:

R-5 ID-1

ZONING:

ID-1

PLANNING BOARD

DATE: 9/10/12 TIME: 8:30 AM

LOCATION OF HEARING

ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
ROOM 104 BOARD MEETING ROOM

BOARD OF COUNTY COMMISIONERS

DATE: 10/4/12 TIME: 5:45 PM

LOCATION OF HEARING

ESCAMBIA COUNTY GOVERNMENT CENTER
221 PALAFOX PLACE
1ST FLOOR BOARD MEETING ROOM

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY



LOOKING SOUTHWEST



LOOKING WEST



LOOKING NORTHEAST



LOOKIN EAST ON TO THE SITE



LOOKING NORTHEAST



LOOKING NORTHWEST



LOOKING SOUTHWEST



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

The mission of the CRA is to enhance the quality of life within the County's Redevelopment Areas and Enterprise Zone by encouraging private sector reinvestment, promoting economic development and providing public sector enhancements.

INTEROFFICE MEMORANDUM

TO: Planning Board

FROM: David Forte, Urban Planner II, Community Redevelopment Agency (CRA)

THRU: Eva A. Peterson, CRA Manager

DATE: Tuesday, May 2, 2012

RE: Rezoning, May 14, 2012 meeting – 2006 Border Street – Z-2012-09 –
Englewood Redevelopment District

The rezoning request for the above mentioned property is located within the Englewood Community Redevelopment Area Plan (ERP). The plan, which was originally adopted by the Board of County Commissioners in July of 2000 and updated in March of 2009, is intended to accomplish several key objectives to help revitalize and improve the Englewood Redevelopment District. These key objectives include appearance, citizen involvement, code compliance, infrastructure improvements, residential and commercial reinvestment, traffic calming and circulation, and zoning and land use administration.

The Zoning and Land Use objective is intended to support and implement zoning policies that protect residential neighborhoods and encourage compatible commercial/industrial reinvestment.

CRA Comments:

- 1) The ERP states on page 8, “The Redevelopment Plan’s major findings were as follows: 1. Code enforcement combined with residential reinvestment assistance is considered a priority to improvement efforts in the Englewood Redevelopment Area. 2. A second priority is reinvestment in the four principal commercial corridors (Pace Boulevard, “W” Street, “E” Street, and Fairfield Drive). 3. The Border Street/Hollywood Avenue railroad corridor affords a unique opportunity for an urban commerce or light industrial park...”**

One of the major findings of the ERP was the potential opportunity for the Border Street/Hollywood Avenue railroad corridor to become an urban commerce or light

industrial park. Both park opportunities would support general commercial to light industrial type uses, in which the ID-1 zoning district states “*Intent and purpose.* This district is intended primarily for research-oriented activities, light manufacturing and processing not involving the use of materials, processes or machinery likely to cause undesirable effects upon nearby industrial establishments of this type. The uses shall be within completely enclosed buildings wherever practical and provide a buffer between commercial districts and other higher intensive industrial uses. The uses which this district is designed to accommodate include general assembly, warehousing and distribution activities. In addition, major repair and service activities, as well as manufacturing activities meeting performance standards are intended to be accommodated in this district. Finally, commercial trade and service activities not compatible with activities adapted to more restrictive districts, but which satisfy site plan criteria and performance criteria of this Code, should be accommodated in this district.”

The concern for a rezoning to the ID-2 zoning district would allow more intense industrial uses such as landfills, rendering plants and slaughter houses, junkyards, salvage yards, etc.

- 2) **The ERP on page 17 touches on the existing land uses for the Englewood Redevelopment District and states, “The Englewood Redevelopment Area is composed of 2,353 parcels across 883.2 acres, excluding roads and rights-of-way. Four primary land uses are represented: Residential (comprising approximately 39% of total land use), Institutional (approximately 28%), Commercial (approximately 16%), Vacant (approximately 13%), and Industrial (approximately 4%). A more detailed description of these land-use types follows below.” The ERP goes on to state on page 19, “Industrial and utilities are by far the smallest land use types in the Englewood Redevelopment Area. Together they account for less than 4% of total acreage and 74 of the area’s 2,353 parcels. The majority of the industrial uses are located along the railroad west of Hollywood Avenue.”**

The CRA understands that industrial uses are a tremendous economic factor when properly planned and managed as it generates jobs, increases property values which in turn increases the ad valorem tax base, and provides goods for consumers. Industrial uses are the vast minority throughout the Englewood Redevelopment District and definitely need proper promotion for the economic viability for the area. The CRA supports the existing uses allowed under the ID-1 zoning for the property; however, the additional intensive uses that, in turn, would be allowed under the ID-2 zoning district would become intrusive to the surrounding residential areas.

- 3) **The ERP on page 22 details the future land use categories located within the Englewood Redevelopment District; however, the Comprehensive Plan, which amended the future land use categories, has been updated through the Evaluation & Appraisal Report Based Amendments (EAR 2010) since the ERP has been updated (2008). The future land use category for the proposed site at the time of adoption of the EAR was Mixed Use-1, but the current future land use category for the site is Mixed Use-Urban (MU-U). FLU Policy 1.3.1 states “Intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.” And further the MU-U category states the range of**

allowable uses are “Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic.”

The current zoning of ID-1 supports the intent of the MU-U future land use category as it would allow for light industrial type uses; however, the proposed rezoning to ID-2 would be in conflict with the MU-U category as ID-2 allows for all types of industrial uses including intensive industrial. The applicant would need to apply for a future land use map amendment from MU-U to Industrial (I) prior to the rezoning request from ID-1 to ID-2. The ranges of allowable uses within the Industrial future land use category are “light to intensive industrial, ancillary retail and office, and no new residential development is allowed.” The rezoning amendment is inconsistent with the Comprehensive Plan as the amendment would be inconsistent with the MU-U future land use category.

- 4) **The ERP of page 26 details the land development regulations for the Englewood Redevelopment District. The plan states, “Three primary zoning categories are represented in the Englewood Redevelopment Area—residential, commercial, and industrial (Fig. 2.5). As with land use, the share of each zoning designation reflects the dominance of the corresponding land use, with residential occupying just over 60% of the total acreage, commercial occupying a little more than 31%, and industrial representing the remaining proportion. More specifically, these three zoning categories are divided among seven particular divisions, R-2, R-4, R-5, R-6.C-1, C-2 and ID-1.”**

The proposed rezoning from ID-1 to ID-2 would create the first and only ID-2 zoning properties within the Englewood Redevelopment District. The CRA feels the zoning amendment would result in spot zoning and, as mentioned above under comment #3, the amendment would be inconsistent with the MU-U future land use category.

As the Border Street/Hollywood Avenue corridor has the potential to become an urban commerce or light industrial park, serviced by the existing railroad, the CRA cannot support the rezoning of the current ID-1 zoning to the proposed ID-2 zoning for the reasons stated above. The CRA respectfully requests that the Board deny the rezoning request.

If you have any questions or concerns, please contact me at the following:

David Forte

Work: 850.595.3595

Cell: 850.554.8187

Email: dvforte@myescambia.com

Wiley C. "Buddy" Page, MPA, APA
Professional Growth Management Services, LLC

5337 Hamilton Lane
Pace, Florida 32571
Office 850.994.0023 Cell 850.232.9853
budpage1@mchsi.com

April 4, 2012
VIA HAND DELIVERY

Ms. Allyson Cain
Escambia County Planning Dept.
3363 West Park Avenue
Pensacola, Florida 32505

RE: Parcel Number 16-2S-30-2300-001-023
Location: Border Street and Jordan
Rezoning to ID-2

Dear Ms. Cain:

Please find our rezoning application attached which requests a change to the parcel referenced above that currently has split zoning of residential/industrial one to Industrial Two for the entire parcel. If approved, this will facilitate the continued use of the property as a concrete manufacturing operation.

Please advise if you have any questions or need anything further. Thank you.

Sincerely,

Wiley C. "Buddy" Page



Development Services Department

Escambia County, Florida

APPLICATION

Please check application type:

Administrative Appeal

Development Order Extension

Conditional Use Request for: _____

Variance Request for: _____

Rezoning Request from: ID-1 & R-5 to: ID-2

Name & address of current owner(s) as shown on public records of Escambia County, FL

Owner(s) Name: Evans Contracting, Inc. Phone: 968-1957

Address: 289 Nowak Road Cantonment, FL 32533 Email: evanscontracting@att.net

Check here if the property owner(s) is authorizing an agent as the applicant and complete the Affidavit of Owner and Limited Power of Attorney form attached herein.

Property Address: 2006 Border Street Pensacola, Florida 32501

Property Reference Number(s)/Legal Description: 16-2S-30-2300-001-023 & 16-2S-30-2300-001-011 + 027

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

[Signature]
 Signature of Owner/Agent

Evans Contracting, Inc.
 Printed Name Owner/Agent

 Date

 Signature of Owner

 Printed Name of Owner

 Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 4th day of January 20 12,
 by Kathie E. Castellani Rick Evans

Personally Known OR Produced Identification . Type of Identification Produced: _____

[Signature]
 Signature of Notary
 (notary seal must be affixed)

Katherine E Castellani
 Printed Name of Notary

FOR OFFICE USE ONLY

Meeting Date(s): PB 5/14; BCC 6/28 Accepted/Verified by: A Con Date: 4/4/12

Fees Paid: \$ 1,750 Receipt #: 552580/552582 Permit #: PRZ 120400009

3363 West Park Place Pensacola, FL 32505
 (850) 595-3475 * FAX: (850) 595-3481





Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2012-09

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only

Property Reference Number(s): 16-2S-30-2300-001-023 & 16-2S-30-2300-001-011 8027

Property Address: 2006 Border Street Pensacola, Florida 32501

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

- a. The necessary facilities or services are in place at the time a development permit is issued.
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
- d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
- f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 4th DAY OF January, YEAR OF 2012.


Signature of Property Owner

Evans Contracting, Inc.
Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date



Development Services Department FOR OFFICE USE:
Escambia County, Florida

CASE #: Z-2012-09

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 2006 Border Street Pensacola, Florida 32501,
Florida, property reference number(s) 16-2S-30-2300-001-023 & 16-2S-30-2300-001-011 + 027

I hereby designate Wiley C. "Buddy" Page for the sole purpose
of completing this application and making a presentation to the:

- Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property.
- Board of Adjustment to request a(n) _____ on the above referenced property.

This Limited Power of Attorney is granted on this _____ day of _____ the year of, _____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley C. "Buddy" Page Email: budpage1@mchsi.com
Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850.232.9853

[Signature]
Signature of Property Owner

Evans Contracting, Inc.
Printed Name of Property Owner Date

Signature of Property Owner

Printed Name of Property Owner Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 4th day of January 20 12,
by Rick Evans

Personally Known OR Produced Identification . Type of Identification Produced: _____

[Signature]
Signature of Notary

Katherine E Castellani (Notary Seal)
Printed Name of Notary



3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

2011 FOR PROFIT CORPORATION ANNUAL REPORT

FILED REC'D APR 04 2012
Feb 07, 2011
Secretary of State

DOCUMENT# P99000036830

Entity Name: EVANS CONTRACTING, INC.

Current Principal Place of Business:

289 NOWAK RD.
CANTONMENT, FL 32533

New Principal Place of Business:

Current Mailing Address:

289 NOWAK RD.
CANTONMENT, FL 32533

New Mailing Address:

FEI Number: 59-3574220 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

EVANS, RICK
289 NOWAK RD.
CANTONMENT, FL 32533 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: P
Name: EVANS, RICK
Address: 289 NOWAK RD
City-St-Zip: CANTONMENT, FL 32533

Title: VP
Name: EVANS, CONNIE
Address: 289 NOWAK RD
City-St-Zip: CANTONMENT, FL 32533

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RICK EVANS

PRES

02/07/2011

Electronic Signature of Signing Officer or Director

Date

REC'D APR 04 2012

Rec
Doc 1120.00

RETURN TO:
CITIZENS TITLE GROUP, INC.
4300 BAYOU BLVD., SUITE 31
PENSACOLA, FL 32503

WARRANTY DEED (INDIVIDUAL)

This WARRANTY DEED, dated **January 10, 2007** by **Dennis R Hinote, a married man**, whose post office address is **7400 Hidden Valley Pensacola, FL 32526** hereinafter called the GRANTOR, to **Evans Contracting Inc, a Florida Corporation** whose post office address is **289 Nowak Road Cantonment, FL 32533** hereinafter called the GRANTEE: (Wherever used herein the terms "Grantor" and "Grantee" include all 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, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Escambia** County, Florida, viz:

SEE ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF

Said property is not the homestead of the Grantor(s) under the laws and Constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.


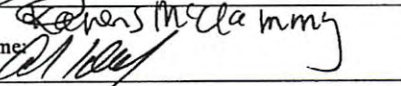
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

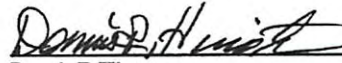
TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, 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.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

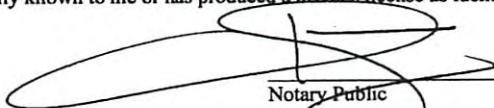

Witness
Print Name: Karen McClammy

Witness
Print Name: Adrian F. Hammond, Jr.


Dennis R Hinote

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this **January 10, 2007** by **Dennis R Hinote, a married man** who is/are personally known to me or has produced a driver's license as identification.

(SEAL)


Notary Public
Print Name: _____
My Commission Expires: _____

Prepared by:
Karen McClammy, an employee of
Citizens Title Group, Inc.,
4300 Bayou Boulevard, Suite 31
Pensacola Florida 32503
Incident to the issuance of a title insurance policy.
File Number: 06-121903
Parcel ID #: 162S30-2300-001-023

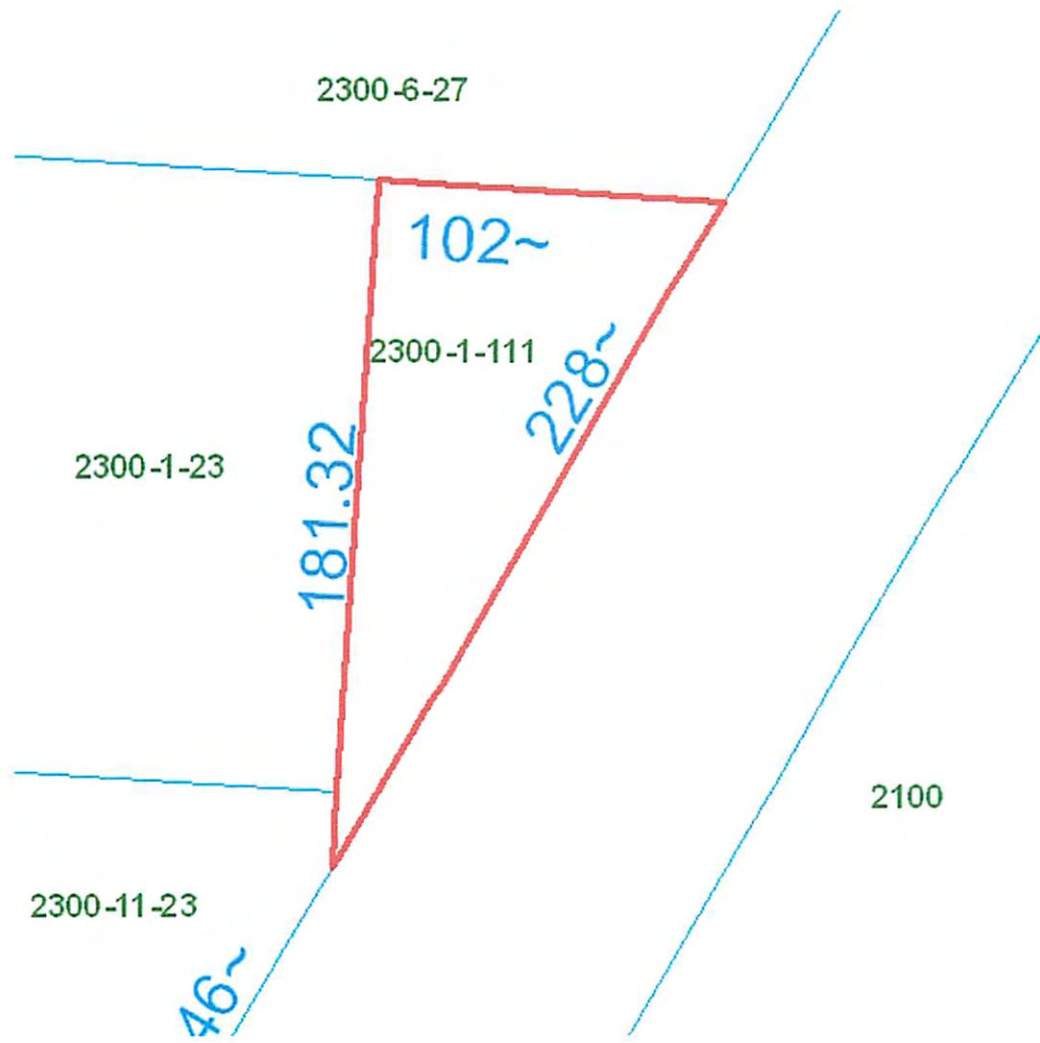


Schedule A

THAT PORTION OF OAKCREST SUBDIVISION, AS RECORDED IN DEED BOOK 67 AT PAGE 28 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET (BORDER STREET) AS DESCRIBED IN OFFICIAL RECORDS BOOK 240 AT PAGE 667 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE SOUTHERN RIGHT-OF-WAY LINE OF MAXWELL STREET; THENCE S 22 DEGREES 15 MINUTES 00 SECONDS W ALONG THE EAST RIGHT-OF-WAY LINE OF CITRUS STREET FOR 251.13 FEET FOR THE BEGINNING; THENCE S 89 DEGREES 57 MINUTES 42 SECONDS E FOR 359.04 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE GULF FLORIDA AND ALABAMA RAILROAD; THENCE S 28 DEGREES 44 MINUTES 40 SECONDS W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 310.00 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF ALLEY RUNNING THROUGH BLOCK 23 OF SAID OAKCREST SUBDIVISION; THENCE NORTH 89 DEGREES 57 MINUTES 42 SECONDS WEST ALONG SAID SOUTH LINE FOR 321.17 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET; THENCE N 22 DEGREES 15 MINUTES 00 SECONDS E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 293.70 FEET TO THE POINT OF BEGINNING.



REC'D APR 04 2012

023

06-0266-000

Rec
Doc 1120.00

RETURN TO:
CITIZENS TITLE GROUP, INC.
4300 BAYOU BLVD., SUITE 31
PENSACOLA, FL 32503

**WARRANTY DEED
(INDIVIDUAL)**

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SEE ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF

Said property is not the homestead of the Grantor(s) under the laws and Constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

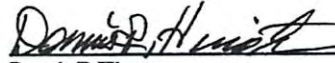
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IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:


Witness
Print Name: Karen McClammy

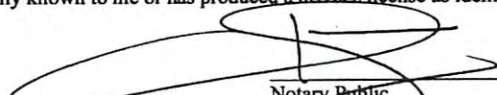
Witness
Print Name: Adrian F. Hammond, Jr.


Dennis R Hinote

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this **January 10, 2007** by **Dennis R Hinote, a married man** who is/are personally known to me or has produced a **driver's license** as identification.

(SEAL)


Notary Public
Print Name: _____
My Commission Expires: _____

Prepared by:
Karen McClammy, an employee of
Citizens Title Group, Inc.,
4300 Bayou Boulevard, Suite 31
Pensacola Florida 32503
Incident to the issuance of a title insurance policy.
File Number: 06-121903
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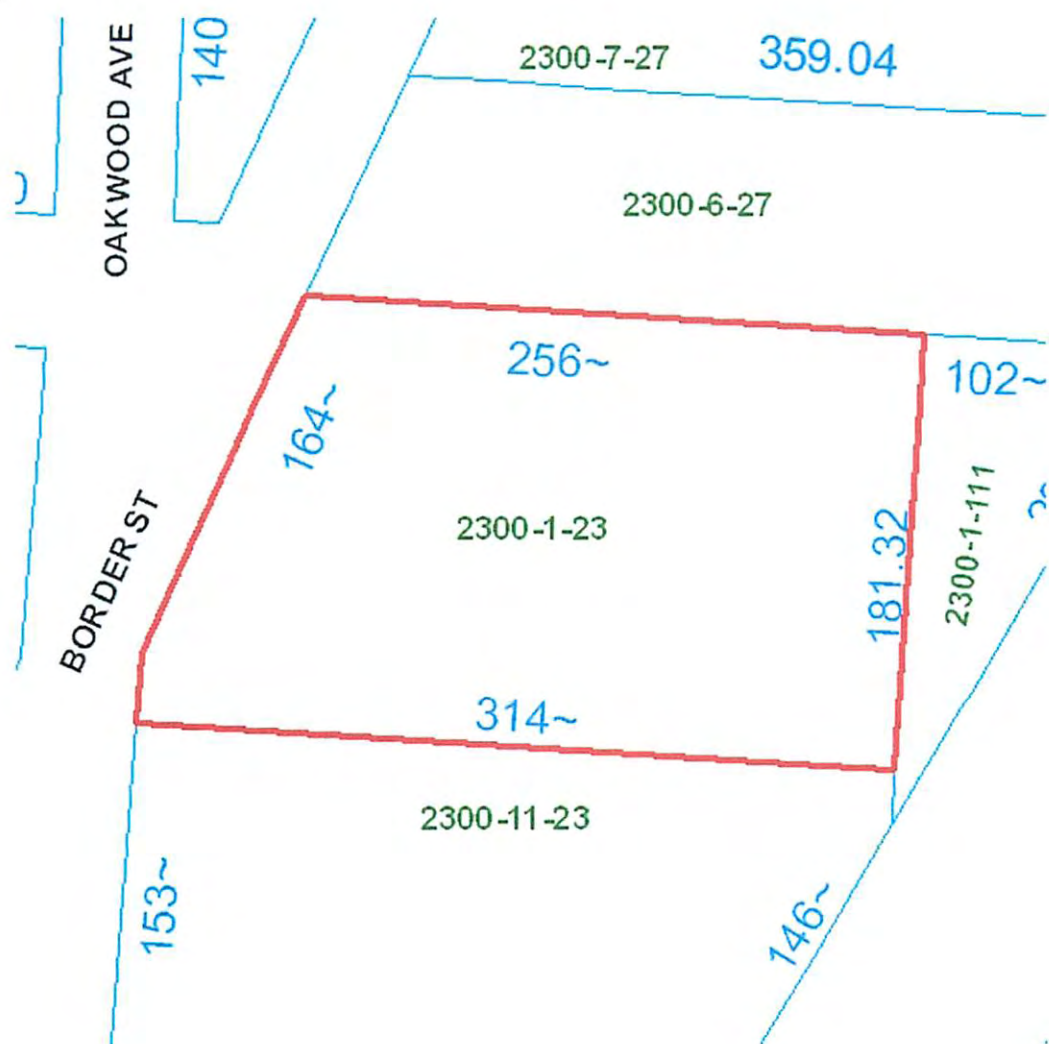


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Doc 1120.00

RETURN TO:
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PENSACOLA, FL 32503

WARRANTY DEED (INDIVIDUAL)

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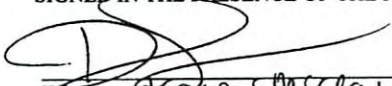
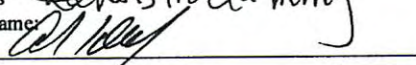
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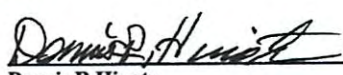
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SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

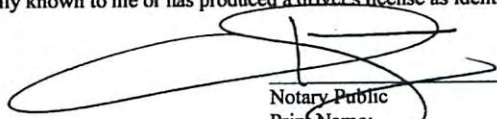

Witness Karen McClammy
Print Name: Karen McClammy

Witness Adrian F. Hammond, Jr.
Print Name: Adrian F. Hammond, Jr.


Dennis R Hinote

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this **January 10, 2007** by **Dennis R Hinote, a married man** who is/are personally known to me or has produced a driver's license as identification.

(SEAL)


Notary Public
Print Name:
My Commission Expires:

Prepared by:
Karen McClammy, an employee of
Citizens Title Group, Inc.,
4300 Bayou Boulevard, Suite 31
Pensacola Florida 32503
Incident to the issuance of a title insurance policy.
File Number: 06-121903
Parcel ID #: 162S30-2300-001-023



LOCATIONAL CRITERIA

1. Does not abut a single-family residential zoning district (R-1, R-2, V-1, V2, V-2A or V-3);

RESPONSE:

As shown on the area zoning map, the subject site is surrounded by ID-1,C-2 and R-5 zoning only.

2. Includes a six-foot privacy fence as part of any required buffer and develops the required landscaping and buffering to ensure long-term compatibility with adjoining uses as described in Policy 7.A.3.8 and article 7;

RESPONSE:

The site will comply with all required fencing and buffering requirements of the Land Development Code.

3. Negative impacts of these land uses on surrounding residential areas shall be minimized by placing the lower intensity uses on the site (such as stormwater ponds and parking) next to abutting residential dwelling units and placing the higher intensity uses (such as truck loading zones and dumpsters) next to the roadway or adjacent commercial properties;

RESPONSE:

The site plan will be submitted to the County for review to assure compliance with potential impacts on the surrounding neighborhood.

4. Intrusions into recorded subdivisions shall be limited to 300 feet along the collector or arterial roadway and only the corner lots in the subdivision;

RESPONSE:

According to County records, this lot was originally on the southeast corner of Border Street and Jordan Street. Jordan Street has since been vacated

5. A system of service roads or shared access facilities shall be required, to the maximum extent feasible, where permitted by lot size, shape, ownership patterns, and site and roadway characteristics.

RESPONSE:

The attached proposed site plan shows existing ingress and egress to the site from Border Street.

6. The property is located in areas where existing commercial or other intensive development is established and the proposed development would constitute infill development. The intensity of the use must be of a comparable intensity of the zoning and development on the surrounding parcels and must promote compact development and not promote ribbon or strip commercial development.

RESPONSE:

The area is under transition due in large part to the rail facilities to the east and other scattered industrial uses to the north and south east of the site.

SUMMARY:

The site meets all of the required criteria as identified above. As such, the site is consistent with minimum locational requirements contained at **7.20.06 General commercial and light manufacturing locational criteria (2)**.

REC'D APR 04 2012



P. O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 494-7346

June 9, 2009

David Fitzpatrick, P.E., P.A.
10250 North Palafox St
Pensacola, FL 32534
Fax 476-7708

Re: **Border Street Concrete Plant (2000 Border St.)**

Dear Mr. Fitzpatrick:

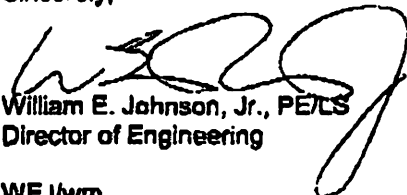
In response to your inquiry concerning availability of water and sewer services for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed and constructed in accordance with ECUA's policies and procedures and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

ECUA also has the capacity to provide solid waste disposal service to this location.

Sincerely,



William E. Johnson, Jr., PE/LS
Director of Engineering

WEJ/wm

cc: Evans Contracting, Inc. 289 Nowak Rd, Cantonment, FL 32533
File

\\ecuaeng\engdata\tracking\concurrency-availability ltr from request for service form\concurrency availability ltr 2009\border st concrete plant fitzpatrick was.doc

Logan Fink
District One

Lola Benson
District Two

Elvin McCorvey
District Three

Debo Peridna
District Four

Larry Walker
District Five

Data and Analysis

Location

This site is located at 2006 Border Street in west Pensacola in the Brownsville area. It is approximately ½ mile south of Fairfield Drive and adjacent to the CSX Railroad track along its easterly property line. Border Street is a short two-lane County maintained roadway extending from Cervantes Street on the south to Fairfield Drive on the north.

Background

This site was previously owned by the Hinote Septic Tank Company from the mid-1960s until it was sold in 2007. During this period Hinote manufactured concrete septic tanks on site. This process involved the use of concrete batch making equipment, large forms and steel reinforcing rods. Hinote loaded the 500 or 1,000 gallon tanks on flatbed trucks using skid cranes for delivery to residential and commercial customers. In 1989 the County zoned the northern portion of the property ID-1, while the southerly portion was zoned R-5.

According to the Property Appraiser's records, in January 2007, Hinote sold to Evans Contracting, Inc. who leased the site to another concrete operation known as "A Perfect Mix" who operated on site for two years. By March 2009 the lease was assumed by AKON Concrete after the existing tenant closed and removed his equipment and the site. While gathering state air permits from the Florida Department of Environmental Protection, Alabama-based AKON learned that the property requires C-2 zoning and a change in the land use in order to legally operate in Escambia county, even though the property has a history of industrial-type activities prior to the adoption of zoning.

Project Description

AKON consists of one storage tower containing the raw powdered product and a

second tower where it is mixed with aggregate and water for the final product. This is the same type equipment and process used by previous tenant, "A Perfect Mix". The process requires a storage area for sand and gravel which is located in the northeast portion of the site. Office space is contained in a construction-site type trailer and no permanent structure(s) is proposed.

Area Spatial Analysis

Much of the area on and around Border Street was constructed in the late 1940s and early 1950s without benefit of any land use development control mechanisms. While heavy commercial and industrial uses are typically attracted to rail corridors, the presence of the CSX tracks has caused the area to support small lot residential uses with most being mobile homes in the area.

As shown on the attached maps, the site is comprised of three lots. The northern most lot (PN 2300-006-027) is zoned ID-1, while the two southerly lots (PN2300-001-023 and 2300-001-111) are both zoned R-5. All three lots are classified as MU-1 Mixed Use on the Future Land Use

Map. In order to continue the property as a concrete operation, the site will require a change in the land use from MU-1 to ID Industrial and a change in zoning from R-5 and C-1 to ID-2 status.

Property on the north side of site is owned by *Pav'r Construction, Inc.* and used as a waste container rental operation with outside storage along the common property line. This site is zoned ID-1. As stated earlier, property to the east is owned by *CSX Railroad* which provides rail service south to the industrial area south of Navy Boulevard and west of Pace Boulevard containing Armstrong World and Arizona Chemical among others. Property south of the site is zoned R-5 and appears to be used for intensive outside storage activities. Across from the site, Escambia County owns property on the west side of Border Street and uses it as a storm water retention pond facility.

Economic Redevelopment Areas

Border Street serves as a dividing line with property on the east side of the street being in the Englewood Redevelopment Area and land on the west side of Border Street being in the Brownsville Redevelopment Area.

The site has the distinction of being within one redevelopment area and across the street from yet another area designated for redevelopment. This designation may qualify the owners for certain economic incentives such as matching funds for façade/landscape improvements, sales tax rebates on capital equipment purchases and perhaps matching funds for qualified employee hourly wages. Generally, the designation of an area for economic development incentives indicates that the unit of local government is supportive of compatible change and/or expansion of an activity that leads to neighborhood and overall economic improvements.

Analysis

This site is located in unincorporated Escambia County which adopted land use regulations in 1989. Prior to adopting zoning and development regulations, this area was substantially developed, largely based upon what ever the property owner wanted to do. As a result, the area contains a mixture of uses, from low intensity single family residential to high intensity commercial and industrial activities, many of which share a common property line.

Some thirty-five parcels of property are located within 500 feet of the site. This 500 foot circle is bisected by a rail road and Border Street, which is a well traveled local road way. Border Street appears to divide the land uses within the 500 circle surrounding the site. As observed in the field, there are seven properties located on the east side of Border Street within the circle and seven located on the west side. Of the seven east side properties, six are non-residential including a junk yard, a construction container rental operation, the AKON concrete facility, and a vacant commercial building. On the west side of Border Street, within the 500 foot circle, the seven uses include a mobile home park, vacant lots, a county stormwater pond,

and five single family homes. Clearly, then, existing land uses appear to be divided by Border Street with industrial and heavy commercial uses on the east side and residential uses on the west side of the street.

The existing AKON concrete operation backs up to the CSX Railroad and ID-1 Industrial zoning on the eastern side of the site. Zoning north of the site is ID-1 while a junk yard zoned R-5 was observed adjacent and south of the site. The county holding pond west of the site is zoned C-2 and R-5. This pattern shows that the site is surrounded by either non-residential uses and properties that are non-conforming with the adopted Escambia County Zoning Map. Moreover, C-2 zoning is designated for almost the entire residential areas on the west side of Border Street which allows many uses not generally compatible with residential land uses.

This area, then, contains a strong contrast between actual land uses and those uses allowed and prohibited by the Land Development Code. Again, the existing development pattern shows industrial and heavy commercial uses located on the East side of Border Street in the immediate area surrounding the site.

Potable Water

Calculations for potable water demand are as follows:

$$\begin{aligned} 10 \text{ employees @ } 350\text{gpdpe} &= 3,500 \text{ gpd} \\ \text{Concrete production requirements} &= 10,000 \text{ gpd} \end{aligned}$$

From this we can fix the initial consumption of potable water to be approximately 13,500 gpd. The attached letter from the Emerald Coast Utility Authority (ECUA) affirms that sufficient potable water capacity is available to support the facility.

Sanitary Sewer

According to the ECUA Engineering Department, the nearest service is located over

one mile away. As such, the existing septic tank located on site will continue to be utilized.

Recreation

This Future Land Use Amendment anticipates that this existing operation will continue to have no impact on area recreation facilities because of its non-residential characteristics.

Traffic

Border Street is classified as a local roadway by the Escambia County Engineering Department. The right-of-way varies in width from 66 feet along the northerly one third of its length about 30-40 feet on the majority of the balance to the south.

The attached spreadsheet is a print-out using the Florida Department of Transportation software known as "TIPS" (Traffic Internal capture and Passby Software). Using the Institute of Traffic Engineers land use code 110 (General Light Industrial) and 10 employees as the independent variable, some 61 strips will be generated from the site on a daily basis. The nature of concrete business dictates that the vast majority of trips will be made in the early hours (7:00am to 10:00am), thus avoiding any PM peak hour traffic situation.

As stated earlier, this site has been generating concrete related trips onto Border Street for well over 25 years. The current operator will continue operations with between 3 and 5 trucks meaning traffic impact should not change and the level of service for the roadway should not be affected.

DRAINAGE

Stormwater will be directed to a holding pond located near the southwest corner of the site. Wash from the concrete trucks will be directed to a separate holding pond as shown on the attached site plan. The design of the ponds and other site improvements will be reviewed by county and state officials for regulatory

compliance. Additionally, a neighborhood stormwater retention pond has been constructed by Escambia County. directly across the street from the site.

URBAN SPRAWL

This is an existing land use located in an area that has historically exhibited heavy non-residential uses. This use is not urban sprawl as defined under Florida Administrative Code Rule 9J-5.003 (134).



Development Services Department
Escambia County, Florida

**PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM**

16-2S-30-2300-001-023 & 111
Property Reference Number

Buddy Page (Evans)
Name

Border St & Jordan 32505
Address

Owner Agent

Referral Form Included? **Y / N**

MAPS PREPARED

- Zoning
- FLU
- Aerial
- Other: _____

PROPERTY INFORMATION

Current Zoning: R-5 Size of Property: _____ +/-
 Future Land Use: MU-U Commissioner District: _____
 Overlay/AIPD: none Subdivision: Oakerest
 Redevelopment Area*: Englewood CRA

*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: ID-1 ID-2

located along local road

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? yes

4/15/10

met to discuss properties 1/4/10
Phonix: There is an updated Redevelopment Plan for Englewood
no conflict with MU-U FLU for request to ID-1

- Applicant will contact staff for next appointment
- Applicant decided against rezoning property
- Applicant was referred to another process

BOA DRC Other: _____
Process Name

Staff present: Lynette Harris, Allyson Cain, Drew Holmer, Horace Jones Date: _____

Applicant/Agent Name & Signature: Buddy Page

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered either as approval or rejection of the proposed development, development plans, and/or outcome of any process.

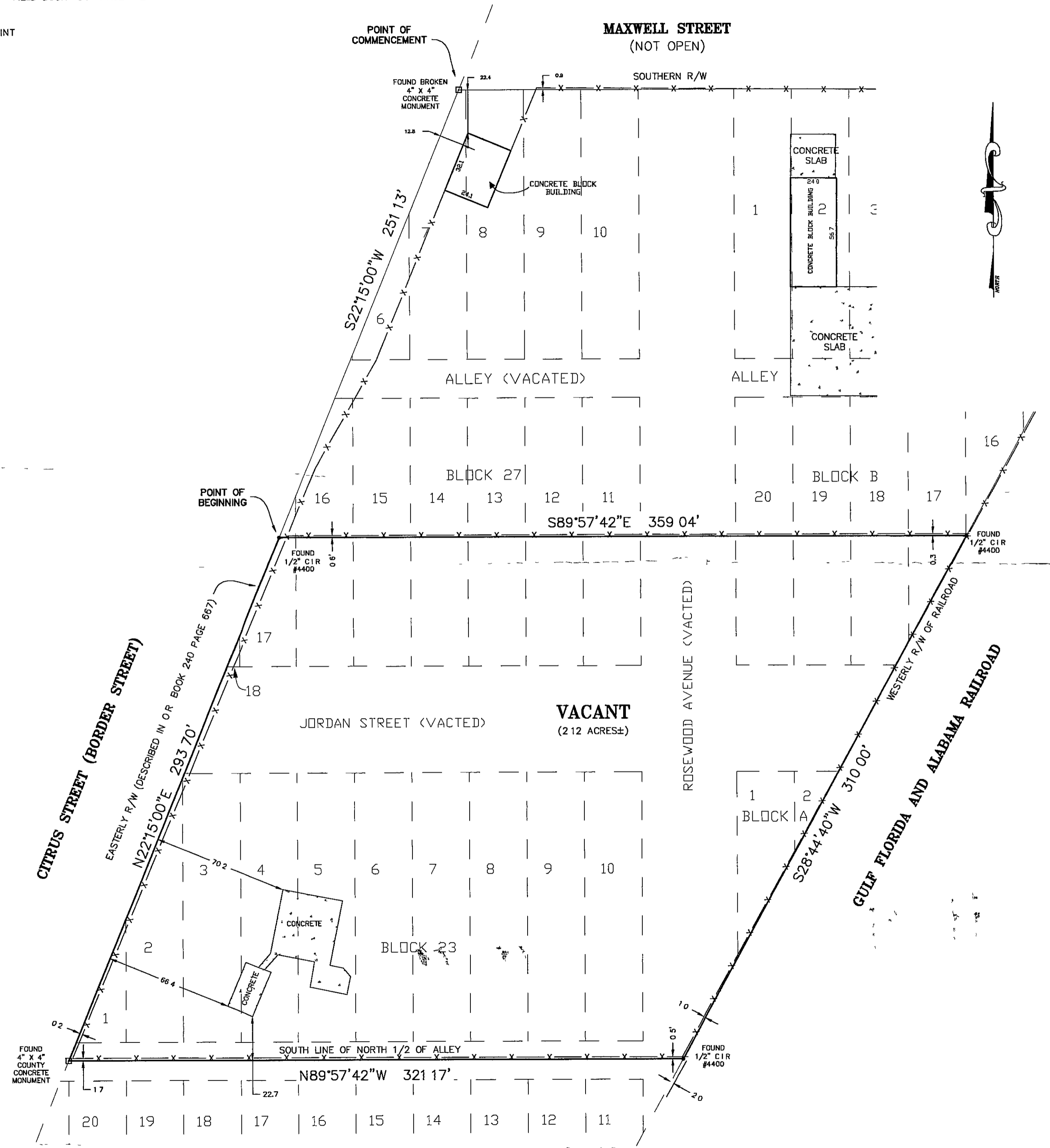
MEASUREMENTS MADE TO UNITED STATES STANDARDS

LEGEND.
 B S L ~ BUILDING SETBACK LINE
 P C ~ POINT OF CURVATURE
 P T ~ POINT OF TANGENCY
 P C P ~ PERMANENT CONTROL POINT
 R ~ RADIUS
 L ~ LENGTH OF ARC
 C ~ CHORD DISTANCE
 C B ~ CHORD BEARING
 R/W ~ RIGHT-OF-WAY
 C I R ~ CAPPED IRON ROD
 D ~ DEED
 A ~ ACTUAL
 CHAINLINK FENCE ~ —X—
 WOOD FENCE ~ —○—

BOUNDARY SURVEY



GARY F. BYRD, LLC
 Professional Surveying & Mapping
 800 Byrd Lane
 Pensacola, Florida 32526
 Phone (850) 485-1675 Fax (850) 941-4986
 554-6734



LAND DESCRIPTION

THAT PORTION OF OAKCREST SUBDIVISION AS RECORDED IN DEED BOOK 67 AT PAGE 28 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS COMMENCE AT THE POINT OF INTERSECTION OF EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET (BORDER STREET) AS DESCRIBED IN OFFICIAL RECORD BOOK 240 AT PAGE 667 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE SOUTHERN RIGHT-OF-WAY LINE OF MAXWELL STREET, THENCE S 22°15'00" W ALONG THE EAST RIGHT-OF-WAY LINE OF CITRUS STREET FOR 251.13 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE GULF FLORIDA AND ALABAMA RAILROAD THENCE S 28°44'40" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 310.00 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF ALLEY RUNNING THROUGH BLOCK 23 OF SAID OAKCREST SUBDIVISION, THENCE N 89°57'42" W ALONG SAID SOUTH LINE FOR 321.17 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CITRUS STREET, THENCE N 22°15'00" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 293.70 FEET TO THE POINT OF BEGINNING

SOURCE OF INFORMATION DESCRIPTION AS FURNISHED BY CLIENT ALL BEARINGS AND/OR ANGLES AND DISTANCES ARE PLAT EXCEPT AS NOTED

THERE MAY BE ADDITIONAL RESTRICTIONS, EASEMENTS AND/OR RIGHT-OF-WAYS THAT WERE NOT FURNISHED TO THIS FIRM THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SAID COUNTY FOOTINGS FOUNDATIONS OR ANY OTHER SUBSURFACE STRUCTURES NOT LOCATED

NO TITLE WORK PERFORMED BY THIS FIRM

I HEREBY CERTIFY TO CITIZENS TITLE GROUP INC EVANS CONTRACTING INC DENNIS R HINOTE WESTCOR LAND INSURANCE COMPANY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES

DRAWING RELEASE DATE: 01-08-07
 SCALE 1" = 40'
 SHEET 1 OF 1

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES

Gary F. Byrd
 GARY F. BYRD
 FLORIDA LAND SURVEYOR #4400

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL EMBOSSED SEAL OF A FLORIDA SURVEYOR



Development Services Department

Building Inspections Division

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **552580**

Date Issued. : 04/04/2012

Cashier ID : GELAWREN

Application No. : PRZ120400009

Project Name : Z-2012-09

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	10309	\$1,750.00	App ID : PRZ120400009
		\$1,750.00	Total Check

Received From : EVANS CONTRACTION INC

Total Receipt Amount : **\$1,750.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120400009	645718	1,750.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505
PRZ120400009	645719	70.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505
Total Amount :		1,820.00	\$0.00	Balance Due on this/these Application(s) as of 4/5/2012



Development Services Department

Building Inspections Division

3363 West Park Place
Pensacola, Florida, 32505
(850) 595-3550
Molino Office - (850) 587-5770

RECEIPT

Receipt No. : **552582**

Date Issued. : 04/04/2012

Cashier ID : GELAWREN

Application No. : PRZ120400009

Project Name : Z-2012-09

PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Cash		\$70.00	App ID : PRZ120400009
		\$70.00	Total Cash

Received From : BUDDY PAGE

Total Receipt Amount : **\$70.00**

Change Due : \$0.00

APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ120400009	645718	1,750.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505
PRZ120400009	645719	70.00	\$0.00	0 BORDER ST & JORDAN , PENSACOLA, FL, 32505
Total Amount :		1,820.00	\$0.00	Balance Due on this/these Application(s) as of 4/5/2012

OREN INTERNATIONAL INC
1995 HOLLYWOOD AVE
PENSACOLA FL 32505

EVANS CONTRACTING INC
289 NOWAK RD
CANTONMENT FL 32533

D & S OF PENSACOLA INC
4419 CEDARBROOK CIR
PENSACOLA FL 32526

PAV'R CONSTRUCTION INC
501 E GREGORY ST # 3
PENSACOLA FL 32502

BODIE DANIEL P & GERMAINE R
2004 GLENWOOD AVE
PENSACOLA FL 32505

SILCOX ROBERT H
3800 W MAXWELL ST
PENSACOLA FL 32505

ONGMAN GLORIA J
22880 POPLAR RD
ROBERTSDALE AL 36567

TERRY JOHN G
3816 W MAXWELL ST
PENSACOLA FL 32505

GIBBES TIMOTHY & DEBORAH
12 CLOVERLAND CT
PENSACOLA FL 32505

HENDRIX JAMES E
C/O WANDA HENDRIX WHITE
205 HUNTERS HILL LN
MOLINO FL 32577

BANK OF AMERICA
C/O ROBERTSON ANSCHUTZ
3010 N MILITARY STE 300
BOCA RATON FL 33431

WILSON STEVE H
817 NORTH 48TH AVE
PENSACOLA FL 32506

RHODES EARL J & CHARLENE E
1800 1/2 BORDER ST
PENSACOLA FL 32505

MULLINS CHARLIE & GLADYS E
1800 N BORDER ST
PENSACOLA FL 32505

MARTIN LUCINDA
4415 DEAUVILLE WAY
PENSACOLA FL 32503

BODIE STEVE R
1375 LA PAZ
PENSACOLA FL 32506

PENSACOLA HABITAT FOR
HUMANITY INC
PO BOX 13204
PENSACOLA FL 32591

PENSACOLA HABITAT FOR
HUMANITY
1060 GUILLEMARD ST
PENSACOLA FL 32501

JAHNKE JOSHUA J
59 LINCOLN ST
HUDSON MA 01749

DOWNEY JOSEPH M
16 CLOVERLAND CT
PENSACOLA FL 32508

SOUTHERN STAR AUTO GROUP LLC
2201 GLENWOOD AVE
PENSACOLA FL 32505

SCHAFFER REAL ESTATE HOLDINGS
LLC
1632 SUNSET POINTE
DESTIN FL 32541

FOLMAR DARRYL D
2101 OAKWOOD AVE
PENSACOLA FL 32505

ANGELOS AUTO PARTS INC
42 SANDALWOOD ST
PENSACOLA FL 32505

WILLIS SABRINA LYNN
2123 NORTH T ST
PENSACOLA FL 32505

AARON LILLIAN SHAW LIFE EST
3820 W JORDAN ST
PENSACOLA FL 32505

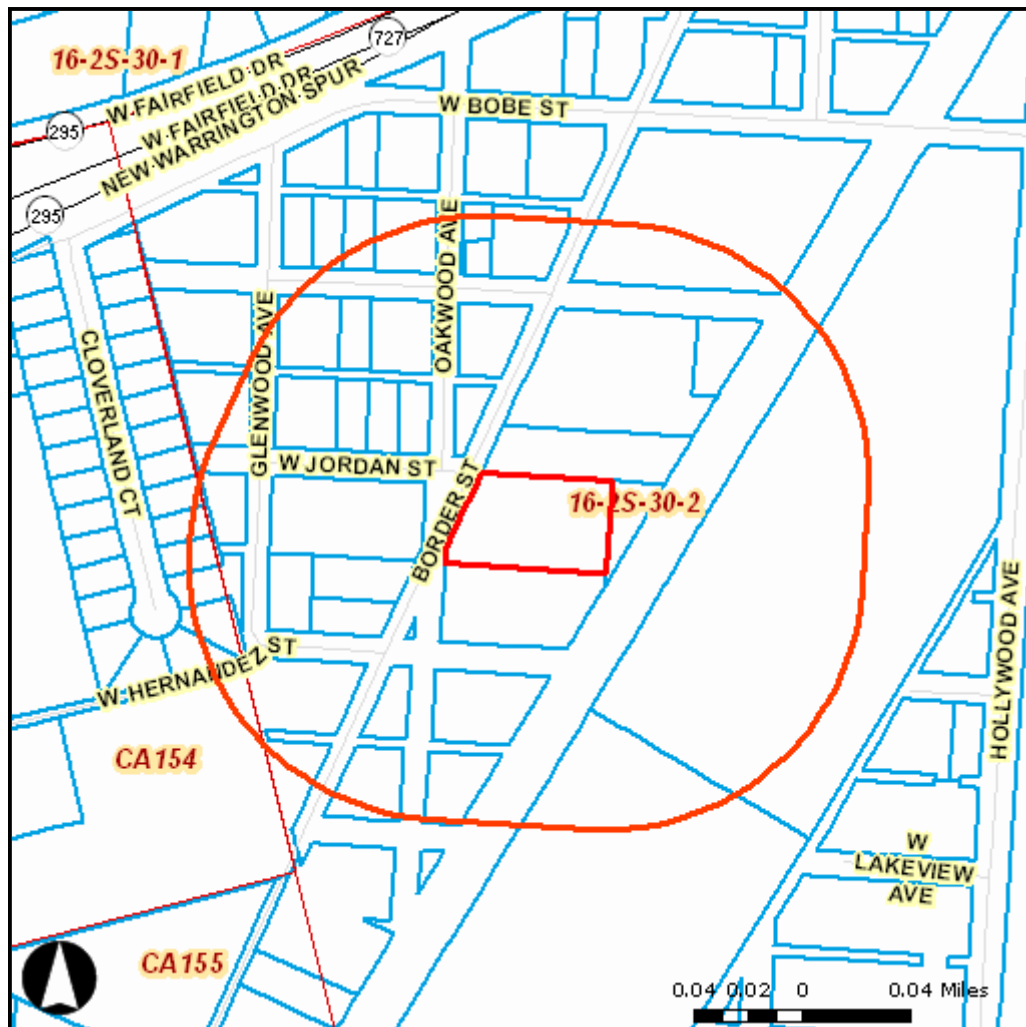
HENDRICKS JAMES GAWEN
8411 KAUSE RD
PENSACOLA FL 32506

BROWN JAMES &
2208 OAKWOOD AVD
PENSACOLA FL 32505

HARBORTH HARVEY & BARBARA A
14 CLOVERLAND CT
PENSACOLA FL 32505

FOLKER TIMOTHY W & ROSEMARY
711 MEADOWVIEW LN
PENSACOLA FL 32504

ECPA Map



Map Grid



Major Roads

- City Road
- County Road
- Interstate
- State Road
- US Highway

All Roads



Property Line



PLEASE NOTE: This product has been compiled from the source data of the Inter-Local Mapping and Geographic Information Network (IMAGINE) project of Escambia County. The ESCAMBIA COUNTY PROPERTY APPRAISER I-MAP Service is for reference purposes only and not to be considered as a legal document or survey instrument. Relying on the information contained herein is at the user's own risk. We assume no liability for any use of the information contained in the I-MAP Service or any resultant loss.



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5-14

Rezoning Quasi-judicial Hearing

Rezoning Case #: 08 + 09

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

[X] In Favor [] Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: PACE

Email Address: budpage1@mchs1.com Phone: 232-9853

Please indicate if you:

[X] would like to be notified of any further action related to the public hearing item.

[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.



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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5-14-12

Rezoning Quasi-judicial Hearing

Regular Planning Board Meeting

Rezoning Case #: Z-2012-09 OR

Agenda Item Number/Description:

In Favor Against

*Name: Ronald L Stewart

*Address: 1321 Borders *City, State, Zip: Pensacola, FL 32505

Email Address: Phone: 457-3716

Please indicate if you:

- [x] would like to be notified of any further action related to the public hearing item.
[] do not wish to speak but would like to be notified of any further action related to the public hearing item.

All items with an asterisk * are required.

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