

AGENDA  
ESCAMBIA COUNTY PLANNING BOARD  
October 7, 2013–8:35 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.
4. Approval of Minutes
  - A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the September 9, 2013 Planning Board Meeting.
  - B. Planning Board Monthly Action Follow-up Report for September 2013.
  - C. Planning Board 6-Month Outlook for October 2013.
5. Public Hearings.
  - A. LSA-2013-01 Airway Drive

A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map.

That the Planning Board review Large Scale Amendment (LSA) 2013-01 Map and recommend adoption to the Board of County Commissioners (BCC) amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the future land use map designation.
6. Discussion Items.
  - A. Proposed Perdido Key Zoning Designations

Article 14 Perdido Key Code, Presented by: Juan Lemos, Senior Planner
  - B. Discussion about planning a special workshop in October to discuss Comprehensive Plan changes.

7. Public Forum.
8. Director's Review.
9. County Attorney's Report.
10. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for **Monday, November 04, 2013 at 8:30 a.m.** , in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

11. Announcements/Communications.
12. Adjournment.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**Planning Board-Regular**  
**Meeting Date: 10/07/2013**

**4.**

---

**Agenda Item:**

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the September 9, 2013 Planning Board Meeting.

B. Planning Board Monthly Action Follow-up Report for September 2013.

C. Planning Board 6-Month Outlook for October 2013.

---

**Attachments**

Quasi- Judicial Resume

Planning Board Regular Mtg Resume

Monthly Action Follow-Up

Six Month Outlook

---

# DRAFT

## RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD September 9, 2013

CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE, BOARD CHAMBERS  
PENSACOLA, FLORIDA  
(8:31 A.M. – 10:13 A.M.)

Present: Wayne Briske, Chairman  
Tim Tate, Vice Chairman  
David Luther Woodward  
Robert V. Goodloe  
Alvin Wingate  
Patty Hightower, School Board (non-voting)  
Stephanie Oram, Navy (Non voting)

Absent: Dorothy Davis  
Karen Sindel

Staff Present: Allyson Cain, Urban Planner, Planning & Zoning  
Horace Jones, Division Mgr., Planning & Zoning  
Juan Lemos, Senior Planner, Planning & Zoning  
Kayla Meador, Sr Office Assistant  
Stephen West, Assistant County Attorney

1. Call to Order.
2. Invocation and the Pledge of Allegiance to the Flag was given by Mr. Alvin Wingate.
3. Proof of publication was given by the board clerk and the Board voted to waive the reading of the legal advertisement.

Motion by David Luther Woodward, Seconded by Robert V. Goodloe

Motion was made to approve the Proof of Publication and to waive the reading of the legal advertisement.

**Vote:** 5 - 0 Approved

Other: Dorothy Davis (ABSENT)  
Karen Sindel (ABSENT)

4. Quasi-judicial Process Explanation.



5. Public Hearings.

A. Z-2013-17

Applicant: Brad McLaughlin, Agent for  
DDJ Land Company, LLC,  
Owners

Address: 900 Jacks Branch Road

From: VAG-1, Villages Agriculture  
Districts, Gross Density (five  
du/acre per 100 acres on  
one-acre parcels)

To: R-3, One-Family and  
Two-Family District,  
(cumulative) Medium Density  
(ten du/acre);  
R-4, Multiple-Family District,  
(cumulative) Medium High  
Density (18 du/acre);  
V-5, Villages Clusters  
Residential District, Gross  
Density (four du/acre, if  
sewered and clustered) Gross  
Density (one du/acre, if  
unsewered) and  
C-1, Retail Commercial  
District (cumulative) (25  
du/acre)

Mr. Alvin Wingate acknowledged visiting the site.

No planning board member acknowledged any ex parte communication regarding this item.

No planning board member refrained from voting on this matter due to any conflict of interest.

Motion by David Luther Woodward, Seconded by Robert V. Goodloe

Motion was made to recommend approval to the BCC and adopt Staff's findings of fact.

**Vote:** 5 - 0 Approved

Other: Dorothy Davis (ABSENT)  
Karen Sindel (ABSENT)

6. Adjournment.

# DRAFT

## RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD September 9, 2013

CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE, BOARD CHAMBERS  
PENSACOLA, FLORIDA  
(10:23 A.M. – 11:30 A.M.)

Present: Wayne Briske, Chairman  
Tim Tate, Vice Chairman  
David Luther Woodward  
Robert V. Goodloe  
Alvin Wingate  
Patty Hightower, School Board (non-voting)  
Stephanie Oram, Navy (Non voting)

Absent: Dorothy Davis  
Karen Sindel

Staff Present: Allyson Cain, Urban Planner, Planning & Zoning  
Andrew Holmer, Senior. Planner, Planning & Zoning  
Horace Jones, Division Mgr., Planning & Zoning  
Juan Lemos, Senior Planner, Planning & Zoning  
Kayla Meador, Sr Office Assistant  
Stephen West, Assistant County Attorney  
Tim Day

1. Call to Order.
2. Invocation/Pledge of Allegiance to the Flag.
3. Proof of Publication.
4. Approval of Minutes
  - A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the August 5, 2013 Planning Board Meeting.
  - B. Planning Board Monthly Action Follow-up Report for August 2013.
  - C. Planning Board 6-Month Outlook for September 2013.

Motion by David Luther Woodward, Seconded by Robert V. Goodloe

Motion was made to approve the minutes from the August 5, 2013 Planning Board meeting.

**Vote:** 5 - 0 Approved

Other: Dorothy Davis (ABSENT)

Karen Sindel (ABSENT)

5. Public Hearings.

A. 2012-2016 Update to the Five-Year Schedule of Capital Improvements

Motion by Tim Tate, Seconded by David Luther Woodward

Motion was made to recommend approval to the BCC.

**Vote:** 5 - 0 Approved

Other: Dorothy Davis (ABSENT)

Karen Sindel (ABSENT)

B. LDC Article 12 - Coastal Management

Motion by Tim Tate, Seconded by David Luther Woodward

Motion was made to recommend approval to the BCC.

**Vote:** 5 - 0 Approved

Other: Dorothy Davis (ABSENT)

Karen Sindel (ABSENT)

6. Discussion Items.

A. Fence Height Discussion

Board members gave direction to bring back next month for a public hearing.

B. Discussion about creating a zoning category with a minimum lot size of one acre. Presentation attached.

Presented by: Andrew Holmer, Senior Urban Planner

Board members discussed and decided they would need more research before they could make a decision.

C. Discussion on defining Resort Style Amenities.

Board determined it was not necessary to create a definition. The condominium documents will define the amenities of each condominium.

7. Public Forum.
8. Director's Review.
9. County Attorney's Report.
10. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for **Monday, October 7, 2013 at 8:30 a.m.** , in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

11. Announcements/Communications.
12. Adjournment.



# BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

DEVELOPMENT SERVICES DEPARTMENT  
3363 WEST PARK PLACE  
PENSACOLA, FLORIDA 32505  
PHONE: 850-595-3475  
FAX: 850-595-3481  
www.myescambia.com

## **Memorandum**

**TO:** Planning Board

**FROM:** Kayla Meador  
Planning & Zoning Division

**DATE:** September 18, 2013

**RE:** Monthly Action Follow-Up Report for September 2013

Following is a status report of Planning Board (PB) agenda items for the prior month of **September**. Some items include information from previous months in cases where final disposition has not yet been determined. Post-monthly actions are included (when known) as of report preparation date. Items are listed in chronological order, beginning with the PB initial hearing on the topic.

## **PROJECTS, PLANS, & PROGRAMS**

### **1. PERDIDO KEY MASTER PLAN**

07/10/13 Workshop was held at Perdido Key Community Center  
08/14/13 Workshop was held at Perdido Key Community Center

## **COMMITTEES & WORKING GROUP MEETINGS**

## **COMPREHENSIVE PLAN AMENDMENTS**

### **• Text Amendments:**

- 1. Comprehensive Plan Text Amendment – Family Conveyance (CPA-2013-02), amending the Escambia County Comprehensive Plan: 2030, as amended; amending Chapter 7, “Future Land Use”, Policy FLU 1.1.12, “family conveyance exception”; providing that family members shall be defined by the land development code.**

07/01/13 PB recommended approval  
08/08/13 BCC approved transmittal to DEO  
10/03/13 BCC Meeting

### **• Map Amendments:**

- 1. Comprehensive Plan Map Amendment – Urban Service Area (USA-2013-01), amending part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; amending**

**Chapter 7, “the Future Land Use Element,” to adopt the Navy Federal Credit Union Urban Service Area; creating a new FLU 6 with associated objectives and policies.**

07/01/13 PB reviewed and forwarded to the Board of County Commissioners the proposed Comprehensive Plan Map Amendment USA-2013-01  
08/08/13 BCC reviewed  
10/03/13 BCC Meeting to Adopt

**LAND DEVELOPMENT CODE ORDINANCES**

- 1. Article 6 Chickens as Accessory to Single Family**  
07/01/13 PB recommended approval  
08/08/13 BCC Reviewed  
08/20/13 BCC adopted
- 2. Article 6 Allowing Alcohol Sales in Condos in R3-PK**  
07/01/13 PB recommended approval  
08/08/13 BCC Reviewed  
08/20/13 BCC adopted
- 3. Article 7 Docks and Piers in the Right of Way**  
07/01/13 PB recommended approval  
08/08/13 BCC adopted
- 4. Article 4 Family Conveyance**  
07/01/13 PB recommended approval  
10/03/13 BCC Meeting

**REZONING CASES**

- 1. Rezoning Case Z-2013-02**  
03/04/13 PB recommended continuing case for 60 days  
05/06/13 PB recommended approval  
6/20/13 BCC approved
- 2. Rezoning Case Z-2013-03**  
03/04/13 PB recommended approval of rezoning  
04/02/13 BCC approved
- 3. Rezoning Case Z-2013-04**  
04/01/13 PB recommended denial of rezoning  
05/02/13 BCC remanded back to PB  
06/03/13 PB recommended denial of rezoning  
07/11/13 BCC remanded back to PB
- 4. Rezoning Case Z-2013-05**  
05/06/13 PB recommended approval of rezoning  
06/20/13 BCC approved

5.     **Rezoning Case Z-2013-06**  
05/06/13     PB recommended approval of rezoning  
06/20/13     BCC approved
6.     **Rezoning Case Z-2013-07**  
05/06/13     PB recommended denial of rezoning  
06/20/13     BCC remanded back to PB  
08/05/13     PB recommended approval of rezoning  
09/05/13     BCC approved
7.     **Rezoning Case Z-2013-08**  
05/06/13     PB recommended approval of rezoning  
06/20/13     BCC approved
8.     **Rezoning Case Z-2013-09**  
05/06/13     PB recommended approval of rezoning  
06/20/13     BCC approved
9.     **Rezoning Case Z-2013-10**  
05/06/13     PB recommended approval of rezoning  
06/20/13     BCC approved
10.    **Rezoning Case Z-2013-11**  
06/03/13     PB recommended approval of rezoning  
07/11/13     BCC approved
11.    **Rezoning Case Z-2013-12**  
06/03/13     PB recommended approval of rezoning  
07/11/13     BCC approved
12.    **Rezoning Case Z-2013-13**  
07/01/13     PB recommended denial of rezoning  
08/08/13     BCC denied
13.    **Rezoning Case Z-2013-14**  
07/01/13     PB recommended approval of rezoning  
08/08/13     BCC approved
14.    **Rezoning Case Z-2013-15**  
07/01/13     PB recommended approval of rezoning  
08/08/13     BCC approved
15.    **Rezoning Case Z-2013-16**  
08/05/13     PB continued case  
10/07/13     PB meeting
16.    **Rezoning Case Z-2013-17**  
09/09/13     PB recommended approval of rezoning  
10/03/13     BCC Meeting

# PLANNING BOARD MONTHLY SCHEDULE SIX MONTH OUTLOOK FOR OCTOBER 2013

(Revised 09/18/13)

A.H. = Adoption Hearing

T.H. = Transmittal Hearing

P.H. = Public Hearing

\* Indicates topic/date is estimated—subject to staff availability for project completion and/or citizen liaison

Meeting Date	LDC Changes and/or Public Hearings	Comprehensive Plan Amendments	Rezoning	Reports, Discussion and/or Action Items
Monday, August 5, 2013			<ul style="list-style-type: none"> <li>Z-2013-07</li> <li>Z-2013-16</li> </ul>	
Monday, September 9, 2013	<ul style="list-style-type: none"> <li>CIE Annual Report</li> <li>Art. 12- Coastal Mang.</li> </ul>		<ul style="list-style-type: none"> <li>Z-2013-17</li> </ul>	<ul style="list-style-type: none"> <li>One acre Zoning Districts</li> </ul>
Monday, October 7, 2013		<ul style="list-style-type: none"> <li>LSA-2013-01</li> </ul>	<ul style="list-style-type: none"> <li>Z-2013-16</li> <li>Z-2013-18</li> <li>Z-2013-19</li> </ul>	<ul style="list-style-type: none"> <li>Article 14- PK Zoning</li> </ul>
Tuesday, October 29, 2013	<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li>Special workshop discussing Comp Plan Changes</li> </ul>		<ul style="list-style-type: none"> <li></li> </ul>
Monday, November 4, 2013	<ul style="list-style-type: none"> <li>Art 10 Flood Plain</li> <li>Fence Height</li> <li>One Acre Zoning Dist.</li> </ul>	<ul style="list-style-type: none"> <li>Comp Plan Policy- Remove Ref to 7.A</li> </ul>		<ul style="list-style-type: none"> <li>MRF's</li> <li>Lot Grading Plan</li> </ul>
Monday, December 2, 2013				
Monday, January 6, 2013		<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>	<ul style="list-style-type: none"> <li></li> </ul>

Disclaimer: This document is provided for informational purposes only. Schedule is subject to change. Verify all topics on the current meeting agenda one week prior to the meeting date.





## **BOARD OF COUNTY COMMISSIONERS**

### **Escambia County, Florida**

**Planning Board-Regular**

**5. A.**

**Meeting Date:** 10/07/2013

**Issue:** LSA-2013-01 Airway Drive

**From:** Horace Jones, Interim Department Director

**Organization:** Development Services

---

#### **RECOMMENDATION:**

A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map.

That the Planning Board review Large Scale Amendment (LSA) 2013-01 Map and recommend adoption to the Board of County Commissioners (BCC) amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the future land use map designation.

#### **BACKGROUND:**

Requests a future land use (FLU) map amendment to change the future land use category of a 69.462 (+/-) acres parcel from Public FLU to Mixed-Use Urban FLU. The applicant has indicated that the proposed development is for 90 single family residences and 480 multifamily units on-site.

#### **BUDGETARY IMPACT:**

No budgetary impact is anticipated by the adoption of this Ordinance.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The attached Ordinance has been reviewed and approved for legal sufficiency by Stephen West, Assistant County Attorney. Any recommended legal comments are attached herein.

#### **PERSONNEL:**

No additional personnel are required for implementation of this Ordinance.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

#### **IMPLEMENTATION/COORDINATION:**

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

---

### **Attachments**

Draft Ordinance

Application Package

Staff Findings

Maps

---

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA 2013-01

Date: 09/12/13

Date requested back by: for October 7 PB

Requested by: Juan C. Lemos

Phone Number: 595-3467

.....

(LEGAL USE ONLY)

Legal Review by 

Date Received: 9/12/13

☒ Approved as to form and legal sufficiency.

☐ Not approved.

☐ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER. 2013-\_\_\_\_

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 12, TOWNSHIP 1S, RANGE 30W, PARCEL NUMBER 2001-001-001, TOTALING 69.462 ACRES, LOCATED OFF AIRWAY DRIVE AND SOUTH OF NINE MILE ROAD, FROM PUBLIC (P) TO MIXED USE-URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on January 20, 2011; and

**WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

**WHEREAS**, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Escambia County, Florida, as follows:

1   **Section 1.   Purpose and Intent**

2  
3   This Ordinance is enacted to carry out the purpose and intent of, and exercise the  
4   authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,  
5   Florida Statutes.  
6

7  
8   **Section 2.   Title of Comprehensive Plan Amendment**

9  
10   This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment  
11   2013-01."  
12

13  
14   **Section 3.   Changes to the 2030 Future Land Use Map**

15  
16   The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the  
17   Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:  
18   2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all  
19   notations, references and information shown thereon, is further amended to include the  
20   following future land use change:  
21

22         Parcel identification number 12-1S-30-2001-001-001, totaling 69.462  
23         acres, as more particularly described by Preble-Rish, Inc., Consulting  
24         Engineers and Surveyors, in the boundary survey dated August 20, 2013,  
25         attached as Exhibit A, from Public (P) to Mixed-Use Urban (MU-U).  
26

27  
28   **Section 4.   Severability**

29  
30   If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
31   unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect  
32   the validity of the remaining portions of this Ordinance.  
33

34  
35   **Section 5.   Inclusion in the Code**

36  
37   It is the intention of the Board of County Commissioners that the provisions of this  
38   Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that  
39   the sections, subsections and other provisions of this Ordinance may be renumbered or  
40   relettered and the word "ordinance" may be changed to "section," "article," or such other  
41   appropriate word or phrase in order to accomplish such intentions.  
42  
43  
44  
45

1 **Section 6. Effective Date**

2  
3 Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become  
4 effective until 31 days after the Department of Economic Opportunity notifies Escambia  
5 County that the plan amendment package is complete. If timely challenged, this  
6 Ordinance shall not become effective until the Department of Economic Opportunity or  
7 the Administration Commission enters a final order determining the Ordinance to be in  
8 compliance.  
9

10  
11  
12 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.  
13

14  
15 BOARD OF COUNTY COMMISSIONERS  
16 OF ESCAMBIA COUNTY, FLORIDA  
17

18  
19 By: \_\_\_\_\_  
20 Gene M. Valentino, Chairman  
21

22 ATTEST: PAM CHILDERS  
23 CLERK OF THE CIRCUIT COURT  
24

25  
26 By: \_\_\_\_\_  
27 Deputy Clerk  
28

29  
30  
31 (SEAL)  
32

33  
34 ENACTED:  
35

36  
37 FILED WITH THE DEPARTMENT OF STATE:  
38

39  
40 EFFECTIVE DATE:  
41  
42  
43

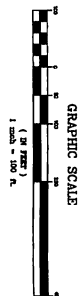
ESCAMBIA COUNTY BALDHEADS  
 DBR 1254, PAGE 233  
 (JOHN R. JONES PARK)

PARCEL SURVEYED  
 69.462 ACRES

SOUTH 1155 FEET OF THE SOUTHWEST QUARTER OF THE  
 NORTH-EAST QUARTER OF SECTION 2, TOWNSHIP 1 SOUTH,  
 RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA

MATCHLINE "A" SEE SHEET 1 OF 2

- SYMBOLS & ABBREVIATIONS**
- 1 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 2 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 3 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 4 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 5 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 6 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 7 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 8 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 9 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 10 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 11 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 12 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 13 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 14 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 15 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 16 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 17 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 18 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 19 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 20 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 21 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 22 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 23 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 24 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 25 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 26 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 27 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 28 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 29 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 30 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 31 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 32 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 33 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 34 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 35 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 36 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 37 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 38 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 39 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 40 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 41 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 42 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 43 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 44 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 45 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 46 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 47 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 48 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 49 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 50 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 51 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 52 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 53 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 54 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 55 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 56 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 57 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 58 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 59 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 60 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 61 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 62 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 63 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 64 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 65 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 66 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 67 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 68 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 69 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 70 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 71 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 72 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 73 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 74 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 75 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 76 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 77 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 78 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 79 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 80 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 81 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 82 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 83 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 84 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 85 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 86 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 87 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 88 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 89 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 90 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 91 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 92 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 93 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 94 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 95 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 96 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 97 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 98 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 99 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928
  - 100 - EXISTING 1/2" CONCRETE ROAD NO. 1, 1928



BOUNDARY SURVEY  
 AIRWAY DRIVE  
 SECTION 12, T-1-S, R-30-W  
 ESCAMBIA COUNTY, FLORIDA

**PREBLE-RISH INC**  
 CONSULTING ENGINEERS AND SURVEYORS  
 CIVIL • SURVEYING • SITE PLANNING

SCALE: 1"=100'-0"

DESIGNED: [ ] DRAWN: [ ] CHECKED: [ ] DATE: 05/05/2015

NO.	DATE	REVISION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

---

---

---

---

---



Wiley C. "Buddy" Page, MPA, APA  
PROFESSIONAL GROWTH MANAGEMENT SERVICES, LLC  
5337 Hamilton Lane • Pace, Florida 32571

July 31, 2013

Mr. Lloyd Kerr, AICP, Dir.  
Escambia County Office Complex  
Development Services Dept.  
3363 West Park Place  
Pensacola, Florida 32505

RE: Large Scale Application  
School Board Property  
Airway Drive 32514  
Parcel 12-1S-30-2001-001-001

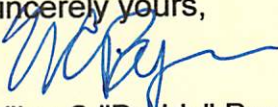
Dear Mr. Kerr:

Please find our attached application requesting consideration to change the referenced property Future Land Use Map classification from the current Public classification to Mixed Use-Urban (MU-U).

Based upon our pre-application meeting on June 24, 2013 we understand this will be scheduled and heard before the Planning Board on September 9, 2013 and the County Commissioners will hold a transmittal hearing on the request on October 3, 2013 after which the application and recommendations will then be forwarded to the State for their required review and approval. Please advise us if these dates change.

Thank you for your assistance in this matter and contact us if you have any questions or require anything further.

Sincerely yours,



Wiley C. "Buddy" Page

copy: Jim Homyak

**FUTURE LAND USE MAP AMENDMENT APPLICATION**

**(THIS SECTION FOR OFFICE USE ONLY):**

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT \_\_\_\_\_  
LARGE SCALE FLU AMENDMENT \_\_\_\_\_

Current FLU: \_\_\_\_\_ Desired FLU: \_\_\_\_\_ Zoning: \_\_\_\_\_ Taken by: \_\_\_\_\_

Planning Board Public Hearing, date(s): \_\_\_\_\_

BCC Public Hearing, proposed date(s): \_\_\_\_\_

Fees Paid \_\_\_\_\_ Receipt # \_\_\_\_\_ Date: \_\_\_\_\_

**OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF  
ESCAMBIA COUNTY, FL**

Name: Smart Living LLC

Address: 2601 Clinton Ave

City: Huntsville State: AL Zip Code: 35801

Telephone: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

**DESCRIPTION OF PROPERTY:**

Street address: AIRWAY DR 32514

Subdivision: —

Property reference number: Section 12 Township 13 Range 30

Parcel 2001 Lot 001 Block 001

Size of Property (acres) 0.8 ±



**AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR  
FUTURE LAND USE CHANGE REQUEST**

By my signature, I hereby certify that:

- 1) I am duly qualified as owner 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 there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

W.D. CHAD B. PULLIAM 8/6/13  
Signature (Property Owner) Printed Name Date

WILEY C. "BUDDY" PAGE  
Signature (Agent's Name (or owner if representing oneself)) Printed Name Date

Address: 5337 HAMILTON LANE

City: PAGE State: FL Zip: 32571

Telephone ( 850 ) 232 - 9853 Fax # ( ) -

Email: budpage1@mchsi.com

STATE OF ALABAMA  
COUNTY OF MADEIRA

The forgoing instrument was acknowledged before me this 6 day of AUGUST, year of 2013 by CHAD B. PULLIAM who ( ) did ( ) did not take an oath. He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current \_\_\_\_\_ as identification.

Lynn S. Benefield 8/6/13 LYNN S. BENEFIELD  
Signature of Notary Public Date Printed Name of Notary

My Commission Expires June 27, 2015 Commission No. \_\_\_\_\_  
(Notary seal must be affixed)



AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at AIRWAY DRIVE 32514,  
Pensacola, Florida, Property Reference Number(s) 12-15-30-2001-001-001,  
I hereby designate WILEY C. "BUDDY" PAGE, for the sole purpose of completing this application  
and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the  
Board of County Commissioners, to request a change in the Future Land Use on the above  
referenced property.

This Limited Power of Attorney is granted on this 6 day of AUG, the year of  
2013, and is effective until the Board of County Commissioners 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 Planning and  
Engineering Department.

[Signature] 8/6/13 CHAD B. PULLIAM  
Signature of Property Owner Date Printed Name of Property Owner

\_\_\_\_\_  
Signature of Agent Date Printed Name of Agent

STATE OF ALABAMA

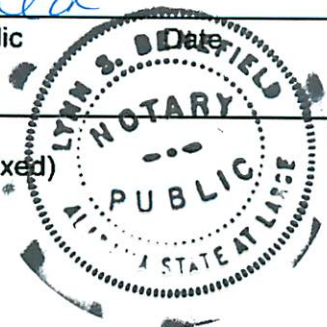
COUNTY OF MADISON

The foregoing instrument was acknowledged before me this 6 day of AUGUST, year of  
2013, by CHAD B. PULLIAM who ( ) did ( ) did not take an  
oath.

He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license,  
and/or ( ) produced current \_\_\_\_\_ as  
identification.

[Signature] 8/6/13 LYNN S. BENEFIELD  
Signature of Notary Public Date Printed Name of Notary Public

Commission Number \_\_\_\_\_ My Commission Expires \_\_\_\_\_  
(Notary seal must be affixed)





**FUTURE LAND USE MAP AMENDMENT APPLICATION  
CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Project name:

AIRWAY DRIVE

Property reference #: Section 12 Township 15 Range 30

Parcel # 2001-001-6001

Project Address:

AIRWAY DRIVE 32514

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning/reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) 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 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 6 DAY OF AUGUST, 2013

  
Owner's signature

CHAD B. PULLIAM  
Owner's name (print)

Agent's signature

Agent's name (print)





# Chris Jones

## Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Amendment 1 Calculations](#)

[Back](#)

Navigate Mode ☒ Account ☐ Reference

469-6141 Shawn  
432-6171 Operator

[Printer Friendly Version](#)

### General Information

**Reference:** 121S302001001001  
**Account:** 021163150  
**Owners:** SCHOOL BOARD OF ESCAMBIA CO  
 SCHOOL BOARD VACANT LAND  
**Mail:** 75 N PACE BLVD  
 PENSACOLA, FL 32505  
**Address:** AIRWAY RD 32514  
**Use Code:** PUBLIC SCHOOL   
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)  
 Tax Inquiry link courtesy of Janet Holley  
 Escambia County Tax Collector

### 2012 Certified Roll Assessment

#### Improvements:

**Land:** \$7,777,  
**Total:** \$7,777,

[Save Our Homes:](#)

[Disclaimer](#)

[Amendment 1 Calculations](#)

### Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1978	1261	867	\$100	QC	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
 Escambia County Clerk of the Circuit Court and  
 Comptroller

### 2012 Certified Roll Exemptions

EDUCATIONAL

### Legal Description

S 1155 FT OF SW1/4 OF NE1/4 & S 1155 FT OF SE1/4 OF  
 NW1/4 OR 1261 P 867

### Extra Features

None

### Parcel Information

[Launch Interactive](#)

### Location Map

121S-30-1

Approx.  
 acreage:  
 0.3300

Address:

1

6/26/2013

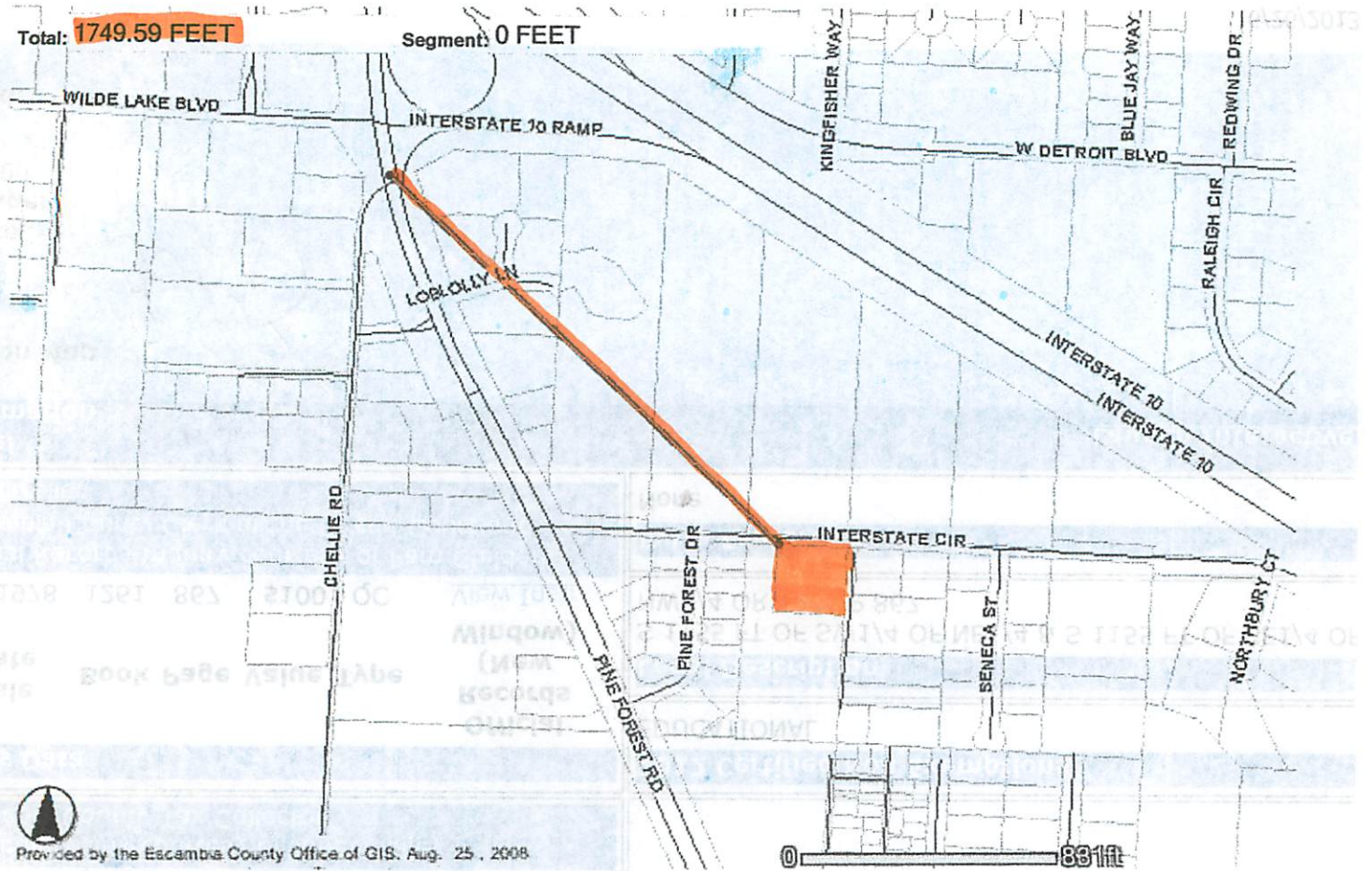
Required distance from Aerial Intersection = 1'550'11" to Property



Radial distance from Arterial Intersection = 1,229.11 to Property

Total: 1749.59 FEET

Segment: 0 FEET



Provided by the Escambia County Office of GIS, Aug. 25, 2008

Address: 1212303001001001  
City: ESCAMBA  
County: ESCAMBA  
State: FL  
Zip: 32502  
Parcel ID: 1212303001001001  
Owner: ESCAMBA COUNTY  
Assessor: ESCAMBA COUNTY  
Reference: 1212303001001001

Total: 1749.59  
Range: 1749.59  
Improvements: 1749.59

Navigation Mode Account Reference

Back



Escambia County Property Appraiser  
Chris Jones

Professional Growth Management Services, LLC

## SALES AGREEMENT

**THIS SALES AGREEMENT ("Agreement")** dated as of the date the last principal to this Agreement executes the same (the "Effective Date"), by and between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**, with an address of: 75 North Pace Boulevard, Pensacola, Florida 32502 (the "Seller"), and **SMART LIVING, LLC AND / OR ITS PERMITTED ASSIGNS**, with an address of: 2101 Clinton Avenue, Suite 201, Huntsville, Alabama 35805 (the "Buyer").

1. **SALE AND PURCHASE.** Seller agrees to sell, assign, transfer, and convey to Buyer, and the Buyer agrees to purchase from Seller the following:

A. The real property in fee simple, approximately 70+/- acres, situated generally on Airway Road in Pensacola, Escambia County, Florida, and as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

B. All improvements, appurtenances, rights, easements, right-of-way, tenements, and hereditaments incident thereto and all title and interest, if any, of Seller in and to all strips and gores and any land lying in the bed of any street.

C. Unless the context clearly requires otherwise, the property described in Paragraphs 1A and 1B is collectively called the "Property."

D. The Property is sold by Seller and accepted by Buyer in its "AS IS" condition, with all faults. In no event shall Seller have any obligation to perform or pay for any repairs or maintenance to or on the Property.

2. **PURCHASE PRICE AND PAYMENT.** In consideration of the conveyance of the Property to Buyer, Buyer shall pay to Seller the sum of \_\_\_\_\_ and no/100 dollars \_\_\_\_\_ (the "Purchase Price"), payable to Seller and which shall be paid to Seller as follows:

A. An initial deposit of \_\_\_\_\_ (the "Deposit") shall be paid by Buyer and deposited with Escrow Agent (as defined below) pursuant to Section 23, below, upon execution of this Agreement by Buyer, which sum shall be applied against the Purchase Price at Closing;

B. The balance shall be due and payable in cash at Closing (as adjusted by prorations and payment of expenses as herein provided).

3. **INVESTIGATION PERIOD - CONTINGENCY.**

A. Buyer shall have Sixty (60) Calendar Days after the Effective Date of this Sales Agreement to inspect the Property to determine whether, in Buyer's sole discretion, the Property is suitable for Buyer's intended use and purpose (the "Investigation Period"). Without limiting the foregoing, Seller shall fully cooperate with Buyer and shall join in and execute all applications, petitions, authorizations, and filings necessary or appropriate to secure preliminary,



but not final (except that Buyer may obtain final re-zoning approval pursuant to paragraph B below), approvals from all governmental authorities and agencies in respect to Buyer's intended use, purpose and development of the Property. Seller shall grant Buyer, its agents and employees, reasonable access to the Property to conduct tests and inspections during the Investigation as Buyer deems reasonably necessary. Buyer shall indemnify and hold Seller harmless from and against any liability resulting from any such inspections, including all costs thereof or related thereto. Neither Buyer nor Buyer's agents shall conduct any inspection so as to damage the Property, except damage reasonably resulting from soil borings, but if any such damage occurs, Buyer shall restore the Property to its pre-inspection condition. Prior to the expiration of the Investigation Period, the Buyer may terminate this Agreement by notifying Seller, in writing, and upon receipt of said termination notice, all of Buyer's Earnest Money shall be promptly refunded and returned to Buyer, provided that Buyer has not defaulted on any of the various terms and conditions of this Agreement. Except as specifically set forth herein, if Buyer gives no written notification of its intent to terminate this Agreement then Buyer shall proceed to close on the purchase under the terms of this contract. After the completion of the Investigation Period, except as specifically set forth herein, the Escrow Funds on Deposit with the Escrow Agent shall become non-refundable, but will remain Applicable to the Purchase Price.

B. Buyer's obligations hereunder are contingent upon Buyer's rezoning of the Property to a residential zoning classification satisfactory to Buyer, which shall be completed at Buyer's expense within one hundred twenty (120) days from the Effective Date (the "Re-Zoning Period"). Seller shall cooperate with Buyer in the rezoning process. If the zoning has not been completed and approved within the Re-Zoning Period, Buyer shall have the option to terminate this Agreement and receive a refund of the Deposit, or to extend the initial 120-day Re-Zoning Period for up to three (3) additional periods of thirty (30) days each by giving Seller written notice of extension prior to the end of the Re-Zoning Period or any prior extension thereof. Buyer shall diligently pursue the rezoning process and shall provide monthly reports to Seller of Buyer's progress with the rezoning process, and shall include an estimated timeline with each monthly report. The report shall be due on or before the 15<sup>th</sup> of each month. In the event that Buyer fails to extend the Re-Zoning Period pursuant to this paragraph, or in the event that the rezoning has not been completed and approved prior to the end of the third extension period, then this Agreement shall automatically terminate and the Deposit shall be promptly refunded to Buyer.

4. **"AS IS, WHERE IS."** Seller shall convey and Buyer shall accept the Property in its "AS IS, WHERE IS" condition. Seller makes no representations or warranties concerning the condition of the Property, and shall have no obligation to make any repairs to the Property.

5. **SURVEY.** Buyer, at Buyer's expense, may have the Property surveyed and certified by a registered Florida surveyor in accordance with Chapter 61G17-6 of the Florida Administrative Code. If the Property is surveyed and the survey map does not reveal any encroachments or other title defects, the survey exception will be removed from the owner's title insurance policy. Any issues affecting marketability of title revealed by the survey shall be treated as title defects.

6. **QUALITY OF TITLE.** Buyer shall not be obligated hereunder unless title to the Property shall be marketable of record as will enable Beggs & Lane, RLLP, as agent for an ALTA member title insurance underwriter selected by Buyer, and authorized to do business in Florida, to issue to Buyer, at regular rates, its full purchase price coverage, standard marketability revised ALTA Owner's Title Insurance Policy, in the amount of the Purchase Price hereunder, without exception as to survey (if one obtained) or mechanic's or similar liens, and free and clear of all other liens and encumbrances and subject only to reservation of mineral rights as required by Section 271.11, Florida Statutes, the matters set forth in items 2, 3A, 3D, 4 and 6-11 of Schedule B, Section 2, of the Title Search Report prepared by Chicago Title Insurance Company under File No. 4284881, a copy of which is attached hereto as Exhibit "B" (the "Title Search Report"), and any other matter becoming of public record after the effective date of the Title Search Report and acceptable to Buyer. Seller and Seller's counsel shall cooperate with Buyer and Buyer's counsel during the Investigation Period and from the end of the Investigation Period until Closing to address and resolve the title matters set forth in the Title Search Report.

An Owner's Title Commitment, together with copies of all exceptions, shall be obtained by Buyer during the Investigation Period. If the Owner's Title Commitment (or survey obtained by Buyer pursuant to Section 4) reveals any defects in the title or any physical encroachment (or other survey issue) on the Property, the Buyer shall have ten (10) business days from the date the Buyer receives the Owner's Title Commitment or survey to notify the Seller in writing of the defects. If within thirty (30) days from the receipt of Buyer's written notice of defects, the Seller is unable in the exercise of reasonable diligence to cure the defects to the reasonable satisfaction of Buyer, the Buyer may, at its option, by written notice to Seller given within the ensuing ten (10) business days, either (1) cancel and terminate this Agreement and in such event, the Seller will return any Deposit to Buyer and neither party shall have any further obligations under this Agreement; or (2) the Buyer may elect to purchase the Property in its "AS IS" condition without offset against the Purchase Price for any title defects. If the Buyer elects to purchase the Property, title will be conveyed on the later of the Closing Date or ten (10) days after the election of Buyer. Standard exceptions contained in the Owner's Title Commitment relating to parties in possession and mechanics liens will be removed from the policy in accordance with Florida law upon receipt of the required affidavits. The survey exception will be removed (or modified to reflect the state of facts evidenced by the survey) if Buyer obtains a satisfactory current survey as provided in Section 4.

7. **COVENANTS AND CONDITIONS OF SETTLEMENT.** On the Closing Date, Seller shall execute and deliver a Special Warranty Deed to Buyer as shall be required to convey title to the Property in accordance with this Agreement. The Special Warranty Deed shall be in form and substance reasonably satisfactory to the Seller and the Buyer and in proper form for recording. Seller and Buyer shall execute closing statements and such other documents as may be reasonably required to complete closing and accomplish transfer of the Property to Buyer hereunder.

8. **CLOSING AND CLOSING DATE.** The closing of this sale and purchase by Seller and Buyer (the "Closing") shall be held on or before **Fifteen (15) Calendar Days** after the approval of the rezoning of the Property as contemplated in Section 3.B., above (but in no

event prior to expiration of the Inspection Period), at a time and place mutually agreeable to the parties, but if none is agreed to, at the offices of Shell, Fleming, Davis & Menge, P.A., 9th Floor, 226 Palafox Place, Pensacola, Florida 32502.

9. **APPORTIONMENTS.** All ad valorem taxes, assessments, rents, interest, insurance, and other expenses and revenues of the Property shall be prorated between Seller and Buyer as of midnight immediately preceding the Closing Date. The ad valorem tax proration shall be based upon the fully documented amount based on the current year's assessment. If the current year's assessment is not available, taxes will be prorated on the prior year's assessment and either party shall have the right to the request and obtain a proration or receipt of the appropriate tax bill. (Note to closing agent: as a governmental entity, Seller does not pay ad valorem real property taxes. Care should be taken to determine the ad valorem tax liability for the year of Closing).

10. **CLOSING COSTS.** Seller shall pay for the cost of preparing and recording the deed, for the documentary stamps on the deed required by applicable Florida law, for the real estate commission, for any costs necessary to cure title and/or survey matters, and for Seller's attorney's fees. Buyer shall pay for the owner's title insurance policy in the amount of the Purchase Price. Buyer shall also pay for the survey, if obtained, and any financing costs of Buyer incurred to purchase the Property including, but not limited to, any intangible tax and documentary stamps on the note and mortgage, and Buyer's attorney's fees.

11. **BROKERAGE.** Seller and Buyer warrant each to the other (and it is agreed that this warranty shall survive delivery of the deed) that no broker or agent has been employed with respect to the sale of the Property other than Scoggins III, Inc., who represents the Seller, and is being compensated by the Seller according to an outside agreement, and Pelican Real Estate & Development of Northwest FL, who represents the Buyer, and who shall be compensated by the Seller with a commission of 2.5 % of the Purchase Price. Each party agrees to indemnify and hold harmless the other from any claim made by any other brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees, or similar payments in connection with this transaction and against any and all expense or liability arising out of any such claim.

12. **DEFAULT.**

A. *Notice of Default.* No default as to any provision of this Agreement shall be claimed or charged by either party against the other until notice of such default has been given to the defaulting party, and such default remains uncured for a period of ten (10) days after such notice. Notwithstanding the foregoing, the Closing Date shall not be changed, delayed, postponed, or extended by any requirement for notice of default, if such default consists of failure to appear at the Closing.

B. *Default by Buyer.* If the conditions precedent to Buyer's obligations to perform under this Agreement have been fulfilled within the time periods required under this Agreement, or if Buyer does not diligently and in good faith pursue the satisfaction of such conditions precedent, and Buyer thereafter fails to perform any of the covenants of this

Agreement applicable to Buyer, Seller, as Seller's sole and exclusive remedy, may retain the portion of the Deposit actually paid by Buyer for the account of Seller as liquidated and agreed upon damages as consideration for the execution of this Agreement and in full settlement of any claims for damages, and Seller and Buyer shall be relieved of all further obligations and liability under this Agreement.

C. *Default by Seller.* If Seller fails to perform any of the covenants of this Agreement applicable to Seller after written notice to Seller and thirty (30) days opportunity to cure, except the inability of Seller to cure title defects as provided in the paragraph of this Agreement entitled "Title Matters," the Deposit shall be returned to Buyer upon written demand therefor and Seller and Buyer shall be relieved of all further obligations and liability under this Agreement, or, at Buyer's election, Buyer shall be entitled to sue for and obtain specific performance of this Agreement by Seller. Buyer expressly waives the remedy of money damages.

13. **NOTICES.** All notices, demands, requests, and other communications hereunder shall be in writing and shall be deemed to have been given if delivered personally, or sent by registered or certified mail, return receipt requested, postage pre-paid, or by another recognized overnight delivery service (e.g., Federal Express) as follows:

If to Buyer: Smart Living, LLC  
C/O: Louis Breland – Managing Member  
2101 Clinton Avenue, Suite 201  
Huntsville, Alabama 35805

With Copy to: John P. Daniel  
Beggs & Lane, RLLP  
P. O. Box 12950 (32591-2950)  
501 Commendencia Street  
Pensacola, Florida 32502

If to Seller: The School Board of Escambia County, Florida  
ATTENTION: Mr. Shawn Dennis  
Vernon McDaniel Building  
75 North Pace Blvd.  
Pensacola, Florida 32505

With Copy to: Shell, Fleming, Davis & Menge, P.A.  
ATTENTION: Stephen B. Shell  
Post Office Box 1831  
Pensacola, Florida 32591-1831

Scoggins III, Inc.  
ATTENTION: Danny Zimmern  
21 South Tarragona St., Suite 100  
Pensacola, FL 32502

or at such other address as the party may specify from time to time by written notice to the other party.

14. **SUCCESSORS AND ASSIGNS.** All terms of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, heirs, successors and assigns. This Agreement may not be assigned without the written consent of Seller, which shall not be unreasonably withheld.

15. **GOVERNING LAW.** This Sales Agreement is intended to be performed in the State of Florida and shall be governed and construed in all respects in accordance with the laws of the State of Florida. Venue in any action arising under this Agreement shall lie in the Circuit Court in the county where the Property is located.

16. **CAPTIONS.** The captions of this Agreement are inserted for convenience or reference only and not to define, describe or limit the scope or the intent of this Agreement or any term hereof.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

18. **CHANGES AND MODIFICATIONS; CHANGES AND INCORPORATIONS OF PRIOR AGREEMENTS.** This Agreement may not be orally changed, modified or terminated; it supersedes any and all prior understandings and/or letter agreements; other matters of similar nature shall be deemed to be of no force or effect in the interpretation of this Agreement, it being intended that this Agreement represents the entire understanding of the parties. No modification or waiver of any provision hereof shall be valid unless in writing and signed by a party against whom it is to be enforced.

19. **WAIVER.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand strict compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other provisions of this Agreement.

20. **FURTHER ASSURANCES.** Seller and Buyer each agree to execute and deliver to the other such further documents and instruments as may be reasonable and necessary in furtherance of and to effectuate the intent of the parties as expressed by the terms and conditions hereof.

21. **ATTORNEY'S FEES.** If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the covenants, terms or conditions hereof, the prevailing party shall be entitled to costs, expenses, and reasonable

attorney's fees at both trial and appellate levels, incurred in connection with the bringing and/or defense of any such action.

22. **RISK OF LOSS.** Until the purchase of the Property has been consummated on the date of Closing, all risk of, or damage or, or destruction of, the Property, whether by fire, flood, tornado, hurricane or other casualty, or by taking under the power of eminent domain, or otherwise, shall belong to and be borne by the Seller. If, prior to Closing, the Property or any part thereof shall be damaged or destroyed, Buyer, at Buyer's option, may declare this Agreement null and void and receive a full refund of the Deposit. If Buyer elects to proceed and to consummate the transfer and conveyance under this Agreement despite such damage, destruction or taking, there shall be no reduction in, abatement of, or set-off against the Purchase Price, and Seller shall assign to Buyer all of Seller's right, title and interest in and to all insurance proceeds, condemnation award and other proceeds resulting from such damage, destruction or taking.

23. **ESCROW AGENT.** Seller and Buyer appoint Beggs & Lane, RLLP, to serve as escrow agent hereunder ("Escrow Agent"). The Escrow Agent receiving the Deposit agrees to promptly deposit the Deposit in a non-interest bearing escrow account, to hold in escrow, and disburse only in accordance with this Agreement. The Deposit shall be released only (1) at Closing; or (2) upon written direction from both parties; or (3) to the Buyer promptly after Seller's failure to accept Buyer's offer within the time provided in Section 26 below or Buyer's due and timely termination of this Agreement in accordance with Section 4 above; or (4) to the Seller five (5) days after receipt of written direction from the Seller stating that the Buyer is in default under the terms of the Agreement, in which event the Escrow Agent shall promptly furnish a copy of the directions to Buyer and if there is no written objection thereto within five (5) days, the Escrow Agent shall remit the Deposit to Seller. If a written objection is filed within the time allowed or if the Escrow Agent is in doubt as to its duties, the Escrow Agent may continue to hold the Deposit in escrow until the matter is resolved either by joint written direction from the parties or by order of the Circuit Court having jurisdiction of the dispute, or the Escrow Agent may interplead the same in the Circuit Court. In any such action or proceeding, the Escrow Agent shall be entitled to recover its reasonable costs and attorney's fees.

A. All deposits paid pursuant to this Agreement prior to the Closing shall be held in escrow by Beggs & Lane, RLLP in a non-interest-bearing trust account subject to the terms of the Agreement and shall be duly accounted for at the Closing.

B. The Escrow Agent shall be subject to the following terms and conditions and no others:

(1) The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Further, the Escrow Agent shall be under no obligation to refer to any other documents between or among Buyer and Seller related in any way to this Agreement.

(2) The Escrow Agent shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by the Escrow Agent in good faith, or for any mistake of fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection herewith, unless caused by or arising out of the actual and intentional misconduct of the Escrow Agent or any act of the Escrow Agent in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

(3) The Escrow Agent shall be entitled to rely upon, and shall not be subject to any liability in acting in reliance upon, any writing furnished to the Escrow Agent by either Buyer or Seller, and shall be entitled to treat as genuine and as the document it purports to be, any letter, paper, or other document furnished to the Escrow Agent in connection with this Agreement. The Escrow Agent may rely on any affidavit of either Buyer or Seller or any other person as to the existence of any facts stated therein to be known by the affiant.

(4) In the event of any disagreement between the Buyer and Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, the Escrow Agent shall be entitled, at the Escrow Agent's option, to refuse to comply with the claims or demands of either party until such disagreement is finally resolved (a) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by the Buyer and Seller that the Escrow Agent has authority (but no obligation) to initiate such proceedings); or (b) by an arbitrator in the event that Buyer and Seller determine to submit the dispute to arbitration pursuant to the applicable rules of the American Arbitration Association, and in so doing the Escrow Agent shall not be or become liable to any party.

(5) Buyer and Seller each agree to indemnify the Escrow Agent against any and all losses, liabilities, costs (including reasonable legal fees) and other expenses in any way incurred by the Escrow Agent in connection with or as a result of any disagreement between Buyer and Seller under this Agreement or otherwise incurred by the Escrow Agent in any way on account of their role as escrow agent, except that neither Buyer nor Seller shall have any obligation to pay the Escrow Agent any fee for escrow services hereunder.

C. Buyer and Seller acknowledge that the Escrow Agent is counsel to Buyer and agree that the Escrow Agent may continue to act as Buyer's counsel notwithstanding any dispute or litigation arising with respect to the deposit or Escrow Agent's duties.

**24. TIME OF ESSENCE. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

**25. RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This disclosure is required by Florida law to be contained in all contracts for sale or lease of buildings.

26. **APPROVAL CONTINGENCY.** Buyer has been advised and understands that all sales of real property by Seller must be approved by the School Board (the "Board") after proper notice, presentation and consideration. This offer to purchase, as executed by Buyer, shall be presented to the Board within Forty Five (45) days of the date of Buyer's signature, during which period this offer shall be irrevocable and may not be withdrawn by Buyer. If the Board accepts this offer within Forty Five (45) days from the date of Buyer's signature, this offer and Seller's acceptance shall become a legally binding contract fully enforceable by either party hereto. If the Board fails to accept this offer within Forty Five (45) days from the date of Buyer's signature, this offer shall be automatically withdrawn and from thenceforth shall be null and void and the Deposit shall be promptly returned to Buyer.

27. **RECORDING.** Neither this Agreement nor any portion thereof, nor any memorandum relating hereto shall be placed of record by any party to this Agreement.

28. **WAIVER OF JURY TRIAL.** SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SELLER AND BUYER ENTERING INTO THIS AGREEMENT.

*[Intentionally Left Blank]*




IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the Effective Date.

Signed, Sealed and Delivered  
in the Presence of:

BUYER:  
Smart Living, LLC

1.   
LYNN S. BENEFIELD

  
By: Chad Pulliam, Vice-President

2.   
BRETT DURHAM

Date: 5/22/13

(Names should be typed or printed below signatures)

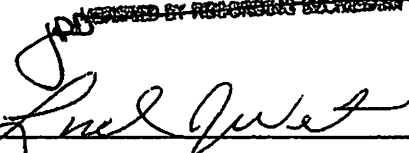
APPROVED  
ESCAMBIA COUNTY SCHOOL BOARD

JUN 18 2013

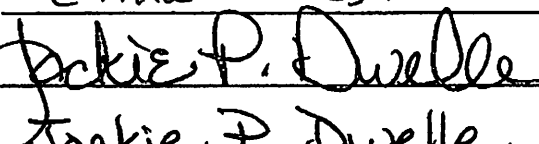
MALCOLM THOMAS, SUPERINTENDENT

SELLER:

The School Board of Escambia County,  
Florida

1.   
Linda J. West

By:   
Mr. Jeff Bergosh, Chairman

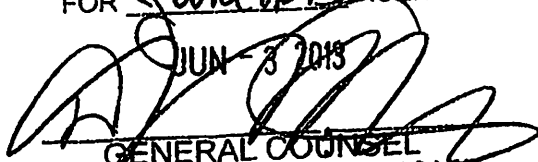
2.   
Jackie P. Dwelle

Date: June 18 2013

(Names should be typed or printed below signatures)

APPROVED FOR LEGAL CONTENT  
FOR June 2013 AGENDA

ATTEST:

  
JUN - 3 2013  
GENERAL COUNSEL  
ESCAMBIA COUNTY SCHOOL BOARD

  
Malcolm Thomas, Superintendent



# Government Records

## ALABAMA SECRETARY OF STATE

### BETH CHAPMAN

[Home](#) ► [Government Records](#) ► [Business Entities](#) ► [Search](#) ► [Details](#)

### Business Entity Details

Smart Living Co., LLC	
Entity ID Number	071 - 730
Legal Name in Place of Origin	Smart Living, LLC
Entity Type	Foreign Limited Liability Company
Principal Address	2101 W CLINTON AVENUE SUITE 201 HUNTSVILLE, AL 35805
Principal Mailing Address	2101 W CLINTON AVENUE SUITE 201 HUNTSVILLE, AL 35805
Status	Exists
Place of Formation	Delaware
Formation Date	6-27-2012
Qualify Date	7-18-2012
Registered Agent Name	PULLIAM, CHAD B
Registered Office Street Address	2101 W CLINTON AVENUE SUITE 201 HUNTSVILLE, AL 35805
Registered Office Mailing Address	2101 W CLINTON AVENUE SUITE 201 HUNTSVILLE, AL 35805
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	6-27-2012
Scanned Documents	
<a href="#">Click here to purchase copies.</a>	
Document Date / Type / Pages	7-18-2012 Articles of Formation 3 pgs.

[Browse Results](#)[New Search](#)

P.O. Box 5616  
Montgomery, AL 36103-5616

[Alabama Directory](#) | [Media](#) | [Online Services](#) | [Alabama.gov](#)  
[Statements/Policies](#) | [Alerts](#) | [Survey/Comments](#) | [Feeds](#) | [Contact Us](#)

Phone:  
Fax:

August 21, 2013 (08 14 11 EST)  
M 1321 009 AIRWAY DRIVE SURVEY DWS 021 009 AIRWAY ROAD BS DWG

#### SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET
2. THIS SURVEY, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 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
3. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES IN ZONE X AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE FOR ESCAMBIA COUNTY, FLORIDA, SEE COMMUNITY PANEL NO. 120080 0295 G, WHICH BEARS A MAP REVISED DATE OF SEPTEMBER 29, 2006
4. SOURCE OF INFORMATION: COMMITMENT FOR TITLE INSURANCE, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 4501043 WITH AN EFFECTIVE DATE OF AUGUST 12, 2013 AT 8:00 AM, DEEDS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA AND FIELD MONUMENTATION
5. THE PROPERTY SURVEYED IS VACANT AND HEAVILY WOODED
6. NO UNDERGROUND UTILITIES, UTILITY LINES, FOUNDATIONS, OR OTHER UNDERGROUND STRUCTURES HAVE BEEN LOCATED BY PREBLE-RISH, INC., EXCEPT AS SHOWN
7. NO ATTEMPT HAS BEEN MADE TO LOCATE OR DETERMINE ENVIRONMENTAL WETLAND LINES BY PREBLE-RISH, INC.
8. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA
9. DATE OF FIELD SURVEY: AUGUST 8-20, 2013
10. PROPERTY SUBJECT TO OIL, GAS AND MINERAL RESERVATIONS SET FORTH IN OFFICIAL RECORDS BOOK 1261, PAGE 867 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

LEGAL DESCRIPTION AS PER EXHIBIT "A", CHICAGO TITLE INSURANCE COMPANY  
ORDER NO. 4501043, DATED AUGUST 12, 213 AT 8:00 AM

The South 1155' of the Southwest Quarter of the Northeast Quarter and the South 1155' of the Southeast Quarter of the Northwest Quarter, all lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida, containing 70 acres more or less

DESCRIBED BY FIELD SURVEY AS FOLLOWS

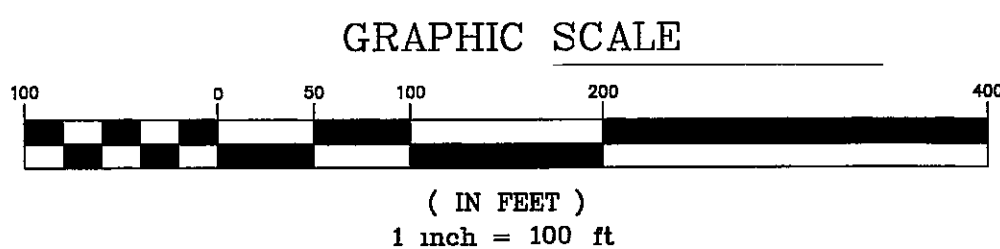
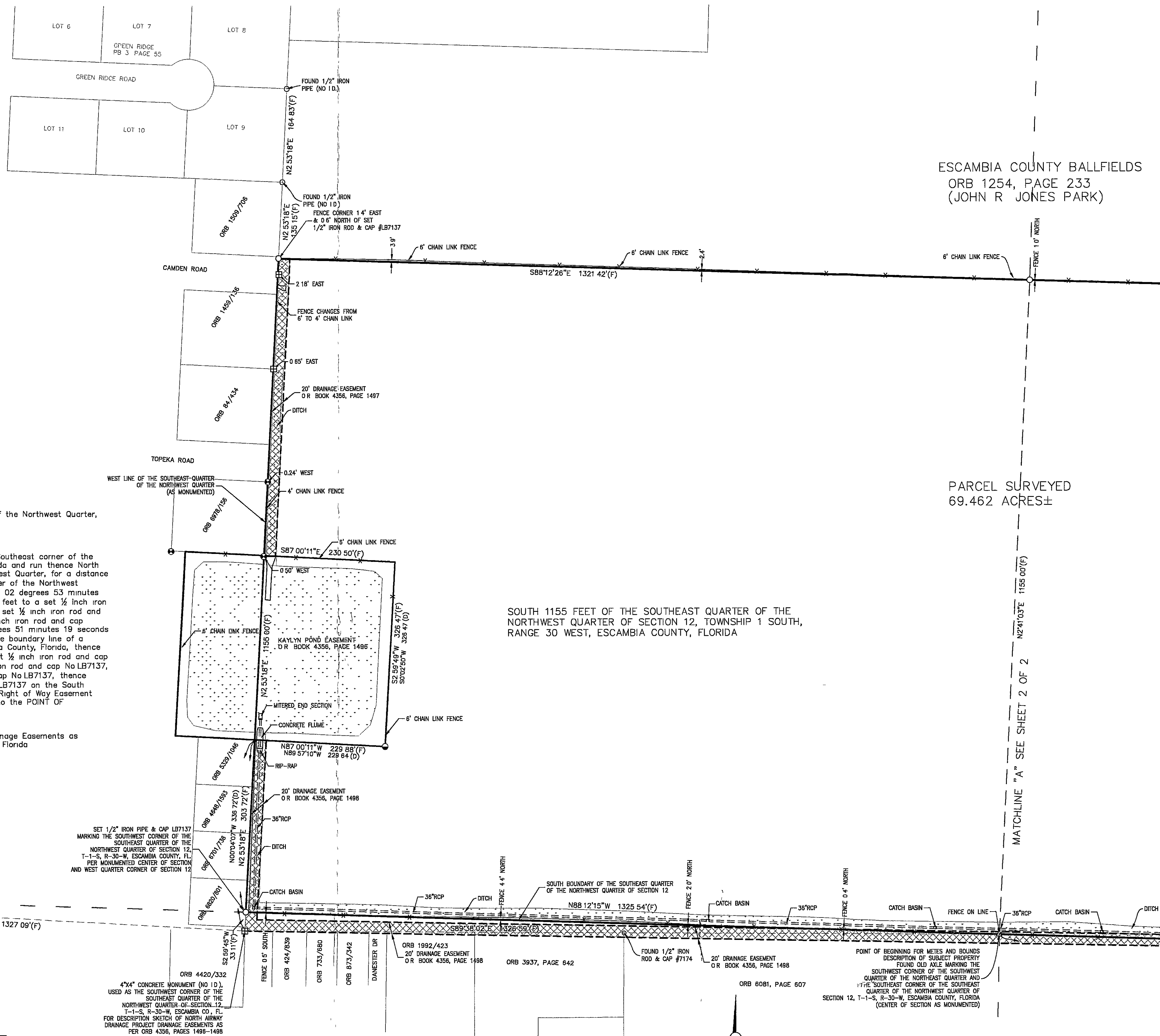
Beginning at an old axle marking the Southwest corner of the Southwest Quarter of the Northeast Quarter and the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 12, Township 1 South, Range 30 West, Escambia County, Florida and run thence North 88 degrees 12 minutes 15 seconds West, along the South boundary line of the said Southeast Quarter of the Northwest Quarter, for a distance of 1,325.54 feet to a set 1/2 inch iron rod and cap No LB7137 marking the southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12 (per monumented center of section and West Quarter corner of Section 12), thence North 02 degrees 53 minutes 18 seconds East, along the West line of said Southeast Quarter of the Northwest Quarter, for a distance of 1,155.00 feet to a set 1/2 inch iron rod and cap No LB7137, thence South 88 degrees 12 minutes 26 seconds East, for a distance of 1,321.42 feet to a set 1/2 inch iron rod and cap No LB7137, thence South 88 degrees 15 minutes 52 seconds East, for a distance of 1,327.15 feet to a set 1/2 inch iron rod and cap No LB7137 on the East boundary line of the said Southwest Quarter of the Northeast Quarter, thence South 02 degrees 51 minutes 19 seconds West, along said East boundary line, for a distance of 89.72 feet to a set 1/2 inch iron rod and cap No LB7137 on the boundary line of a Public Right of Way Easement as recorded in Official Records Book 6522, Page 111 of the Public Records of Escambia County, Florida, thence along said boundary as follows: North 87 degrees 09 minutes 29 seconds West, for a distance of 55.41 feet to a set 1/2 inch iron rod and cap No LB7137, thence South 02 degrees 48 minutes 01 seconds West, for a distance of 425.00 feet to a set 1/2 inch iron rod and cap No LB7137, thence South 87 degrees 09 minutes 29 seconds East, for a distance of 39.69 feet to a set 1/2 inch iron rod and cap No LB7137, thence South 02 degrees 50 minutes 31 seconds West, for a distance of 640.58 feet to a set 1/2 inch iron rod and cap No LB7137 on the South boundary line of the said Southwest Quarter of the Northeast Quarter, thence leaving said boundary line of a Public Right of Way Easement run North 88 degrees 16 minutes 02 seconds West, along said South boundary line, for a distance of 1,308.53 feet to the POINT OF BEGINNING. Containing 69.4625 acres, more or less

SUBJECT TO

Kaylyn Pond Easement as recorded in Official Records Book 4356, Page 1496 and North Airway Drainage Project, Drainage Easements as recorded in Official Records Book 4356, pages 1497 and 1498, all recorded in the Public Records of Escambia County, Florida

#### SYMBOLS & ABBREVIATIONS

- |   |   |
|---|---|
| # = NUMBER                                      | ○ = FOUND 5/8" CAPPED IRON ROD L.B. #3293                     |
| --- = DISTANCE NOT TO SCALE                     | ○ = FOUND 1/2" IRON PIPE (NO I.D.)                            |
| L.B. = LICENSED BUSINESS                        | ○ = FOUND 1" IRON PIPE (NO I.D.)                              |
| ORB = OFFICIAL RECORDS BOOK                     | △ = FOUND AXLE  |
| + = MORE OR LESS                                | ▨ = EXISTING ASPHALT PAVEMENT                                 |
| (F) = FIELD MEASUREMENT                         | ▩ = EXISTING CONCRETE   |
| (D) = DESCRIPTION DATA                          | ▩ = EXISTING POND/DITCH                                       |
| (P) = PLAT DATA                                 | ▩ = PUBLIC RIGHT OF WAY EASEMENT<br>O.R. BOOK 6522, PAGE 111  |
| R.C.P. = REINFORCED CONCRETE PIPE               | ▩ = 20' DRAINAGE EASEMENT<br>O.R. BOOK 4356, PAGE 1497 & 1498 |
| R/W = RIGHT OF WAY                              |   |
| (NO I.D.) = NO IDENTIFICATION                   |   |
| ○ = SET 1/2" CAPPED IRON ROD L.B. #7137         |   |
| ● = FOUND 1/2" CAPPED IRON ROD L.B. #7277       |   |
| ⊠ = FOUND 4" BY 4" CONCRETE MONUMENT L.B. #7277 |   |
| ⊙ = FOUND 1/2" CAPPED IRON ROD L.B. #7312       |   |
| ⊞ = FOUND 4" BY 4" CONCRETE MONUMENT (NO I.D.)  |   |
| ● = FOUND 1/2" CAPPED IRON ROD L.B. #7092       |   |



ESCAMBIA COUNTY BALLFIELDS  
ORB 1254, PAGE 233  
(JOHN R JONES PARK)

PARCEL SURVEYED  
69.462 ACRES±

MATCHLINE "A" SEE SHEET 2 OF 2

BOUNDARY SURVEY

AIRWAY DRIVE

SECTION 12, T-1-S, R-30-W  
ESCAMBIA COUNTY, FLORIDA

PROJECT NO  
821.009

SHEET  
1 OF 2

**PREBLE-RISH INC.**  
CONSULTING ENGINEERS AND SURVEYORS  
CIVIL • SURVEYING • SITE PLANNING

300 MARINA DRIVE  
PORT ST. LOUIS, FL 32080  
(904) 227-1700

300 MARINA DRIVE  
PORT ST. LOUIS, FL 32080  
(904) 227-1700

300 MARINA DRIVE  
PORT ST. LOUIS, FL 32080  
(904) 227-1700

REVISION

NO

DATE

APPROVED

DATE

NO

DATE

APPROVED

DATE

NO

DATE

APPROVED

DATE

UNLESS IT BEARS THE SIGNATURE

AND THE ORIGINAL LICENSED SEAL

OF THE SURVEYOR, THIS DRAWING

SHALL BE VOID AND OF NO EFFECT

FOR ANY PURPOSE.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

TOWNSHIP 1 SOUTH

RANGE 30 WEST

SECTION 12

DATE OF SURVEY

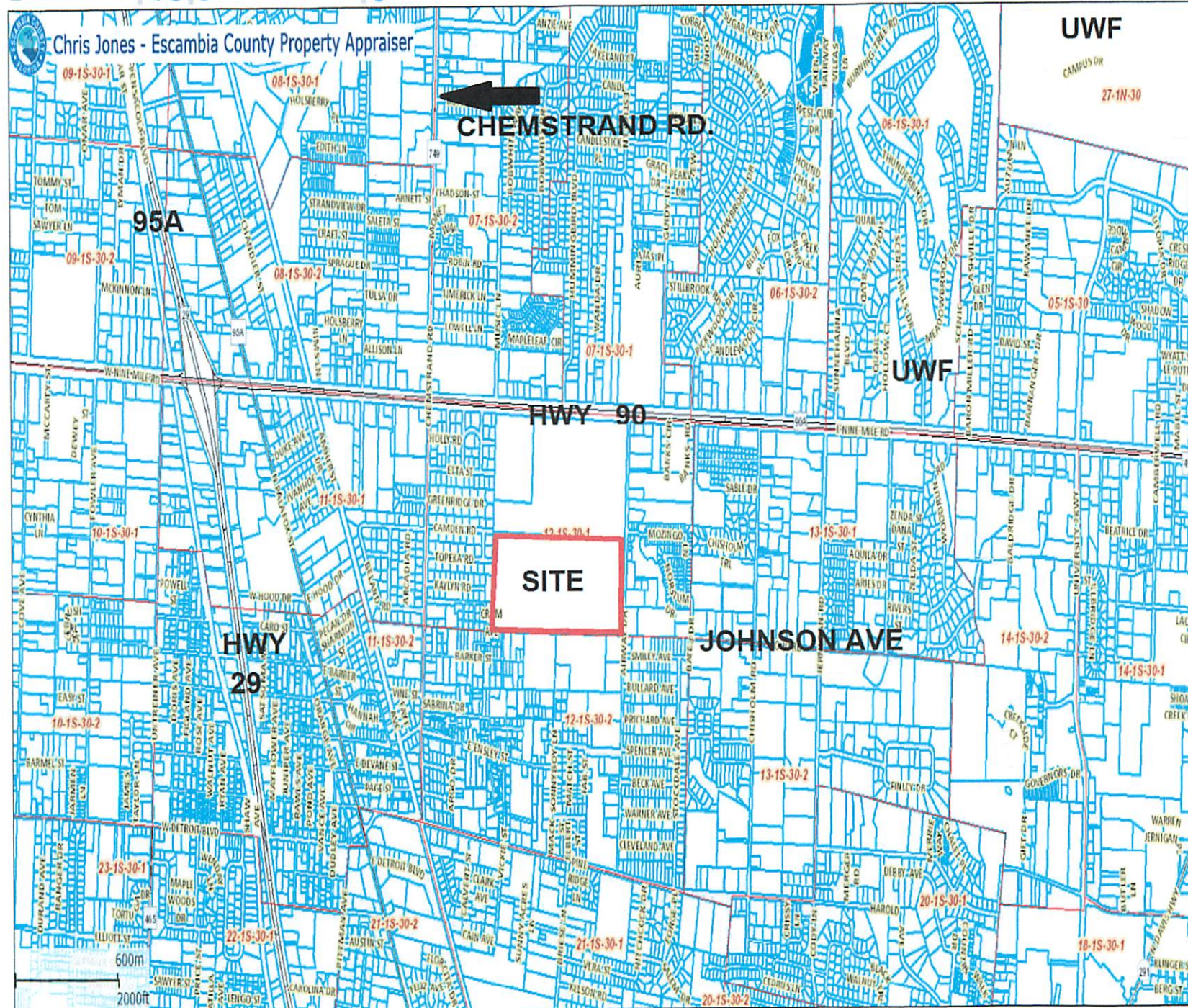
DATE OF PLOTTING

DATE OF PRINTING









7/31/2013



EXHIBIT "A"

# Allen Nobles & Associates, Inc.

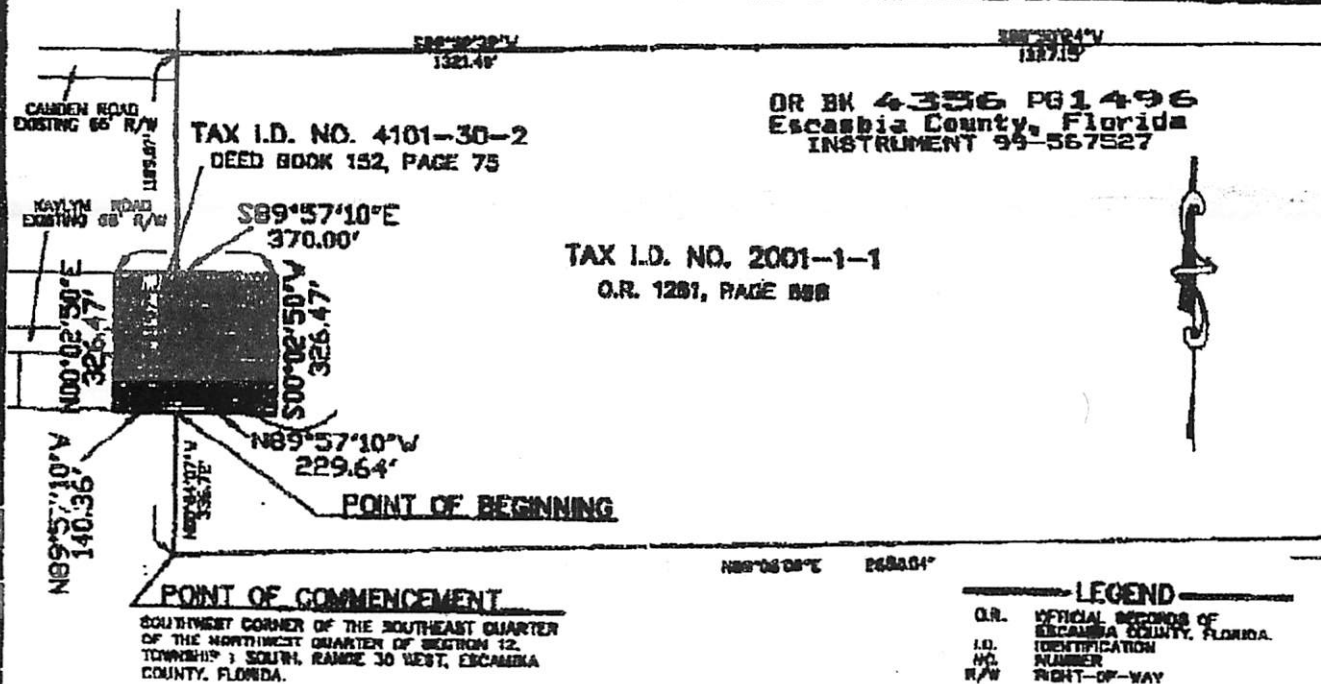
TALLAHASSEE • CHIPLEY • DESTIN • PENSACOLA

PROFESSIONAL  
LAND SURVEYING  
& MAPPING

LB# 3203

1400 VILLAGE SQUARE BLVD.  
UNIT 3, SUITE 341  
TALLAHASSEE, FLORIDA 32312

PH: 850-285-1178  
FAX: 850-389-1238



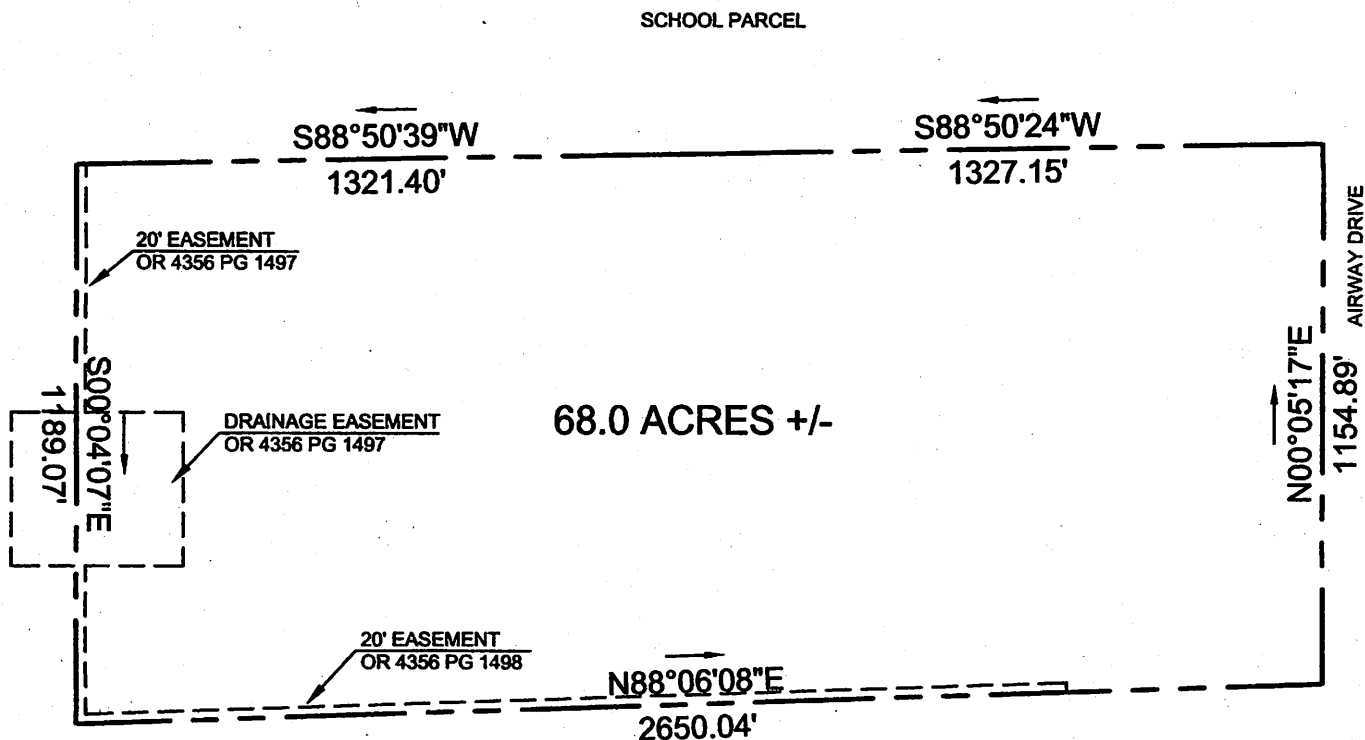
## DESCRIPTION

A parcel of land lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida, being a portion of that parcel described in Official Records Book 1281, Page 888, of the Public Records of Escambia County, Florida, together with that parcel described in Deed Book 152, Page 75, of said Public Records and being more particularly described as follows:

Commence at an unnumbered concrete monument marking the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12 and run North 00 degrees 04 minutes 07 seconds West along the westerly boundary line of said parcel described in Official Records Book 1281 at Page 888 a distance of 338.72 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING thence run North 89 degrees 57 minutes 10 seconds West a distance of 140.36 feet; thence run North 00 degrees 02 minutes 50 seconds East a distance of 326.47 feet; thence run South 89 degrees 57 minutes 10 seconds East a distance of 370.00 feet; thence run South 00 degrees 02 minutes 50 seconds West a distance of 326.47 feet; thence run North 89 degrees 57 minutes 10 seconds West a distance of 229.64 feet to the POINT OF BEGINNING.

12-15-30  
2001-011001



#### LEGAL DESCRIPTION (As Provided)

A parcel of land lying in Section 12, Township 1 South, Range 30 West, Escambia County, Florida being more particularly described as follows:

The South 1155 feet of the Southwest One Quarter of the Northeast One Quarter of Section 12, Township 1 South, Range 30 West, Escambia County, Florida and the South 1155 feet of the Southeast One Quarter of the Northwest One Quarter of Section 12, Township 1 South, Range 30 West. Containing 68.0 acres more or less.

**NOT A SURVEY**

**PREBLE-RISH, INC.**  
CONSULTING ENGINEERS AND SURVEYORS  
CIVIL • SURVEYING • SITE PLANNING

324 MARINA DRIVE  
PORT ST. JOE, FL 32458  
(904) 227-7200

216 TARRAGONA ST., #C  
PENSACOLA, FL 32502  
(904) 287-0759

90 BEAL PARKWAY NW  
FORT WALTON, FL 32548  
(904) 200-4783

577 COUNTY ROAD 393  
SANTA ROSA BEACH, FL 32459  
(904) 287-0759

SKETCH OF DESCRIPTION  
SMARTHOMES, LLC  
A PORTION OF SECTION 12  
TOWNSHIP 1 SOUTH, RANGE 30 WEST  
ESCAMBIA COUNTY, FL

DATE: 7/31/13	PROJECT NO. 821.000
SCALE:	
DRAWN:	SHEET
CHECKED:	1

**From:** [bud](#)  
**To:** [Juan C. Lemos](#)  
**Subject:** FW: Letter of Historical Significance  
**Date:** Thursday, August 22, 2013 8:08:19 PM

---

Juan, as requested. Sorry it was omitted from the initial submittal. Thank you, Buddy.

---

**From:** John Phillips [mailto:jphillip@uwf.edu]  
**Sent:** Monday, July 01, 2013 4:23 PM  
**To:** bud  
**Subject:** Re: Letter of Historical Significance

Buddy,

i reviewed the above referenced parcel for the presence of cultural resources. There are no archaeological sites, historic structures, or National Register of Historic Places properties located within or adjacent to the the parcel.

On Mon, Jul 1, 2013 at 9:35 AM, bud <[budpage1@mchsi.com](mailto:budpage1@mchsi.com)> wrote:

Good morning, John

As indicated by phone, we need to determine if your records indicate if the following property has any documented historical/architectural significance:

001	Property parcel number:	12-1S-30-2001-001-
Airway Drive	Address:	West side of
	Property size:	80 acres +-
	Location:	Adjacent and south
of the John R. Jones Recreation Park on Nine Mile Road		
School Board	Present owner:	Escambia County
	Proposed use:	Max. 780 apartments

We have a short fuse for due diligence ending Friday, July 5, 2013. If you could advise of your findings by then it will be most appreciated. Thank you.

Buddy

**Wiley C. "Buddy" Page, MPA, APA**  
**Professional Growth Management Services, LLC**  
5337 Hamilton Lane - Pace, Florida 32571  
Planning - Zoning - Litigation Support  
Cell [850.232.9853](tel:850.232.9853) - [budpage1@mchsi.com](mailto:budpage1@mchsi.com)

--



John C. Phillips, M.A.  
Archaeologist  
Research Associate/Instructor  
Archaeology Institute  
University of West Florida  
11,000 University Parkway  
Pensacola, FL 32514  
Office (850) 857-6328 or (850) 474-3015  
Fax (850) 474-2764

mailed 8/19/13



# BARRY A. VITTOR & ASSOCIATES, INC.

ENVIRONMENTAL RESEARCH & CONSULTING

8060 Cottage Hill Road

Mobile, Alabama 36695

Phone (251) 633-6100

Fax (251) 633-6738

Kevin Kirchharr  
Triple K Construction

August 16, 2013

Subject: Wetland Delineation and Threatened/Endangered Species Survey, 66-Acre  
Property in Cantonment, Florida

Dear Kevin:

Barry A. Vittor and Associates, Inc. (Vittor & Associates) personnel delineated and mapped jurisdictional wetlands and performed a threatened and endangered species survey (T&E report under separate cover) on a 66-acre property in Cantonment, Florida on August 14, 2013. Specifically, the property is located west of Airway Drive just south of a large sports complex in Section 12, Township 1S, Range 30W on the Cantonment, Florida 7.5 minute Quadrangle.

The property is currently an undeveloped wooded tract that is surrounded by roads, single-family residences, an apartment complex, and the aforementioned sports complex. The most recent use of the land appeared to have been for growing pine timber, but as recently as 1978 it was shown on the Quadrangle map as being part of the U.S. Naval Reservation. Vittor & Associates noted evidence of old structures and roadbeds during our survey that may support these past land uses.

Vittor & Associates found that most of the property consists of upland mixed pine/hardwood habitat, however, we delineated and mapped a small wetland area associated with a perennial stream that cuts across the southeast corner of the property. Vegetation on the upland portions of the wooded site consisted primarily of loblolly pine, water oak, sweet gum, live oak, black cherry, red cedar, yaupon, blueberry, grape vine, winged sumac, bracken fern, and beauty berry. Wetland vegetation included swamp tupelo gum, sweet bay magnolia, red maple, swamp cyrilla, chain fern and royal fern. The percentage and distribution of upland and wetland soils were consistent with the NRCS Web Soil Survey Map for this site.

Vittor & Associates delineated approximately 2.9 acres of jurisdictional wetlands on the site. The survey was conducted according to the methods set forth by the Army Corps of Engineers and Florida DEP. The wetland map is attached.

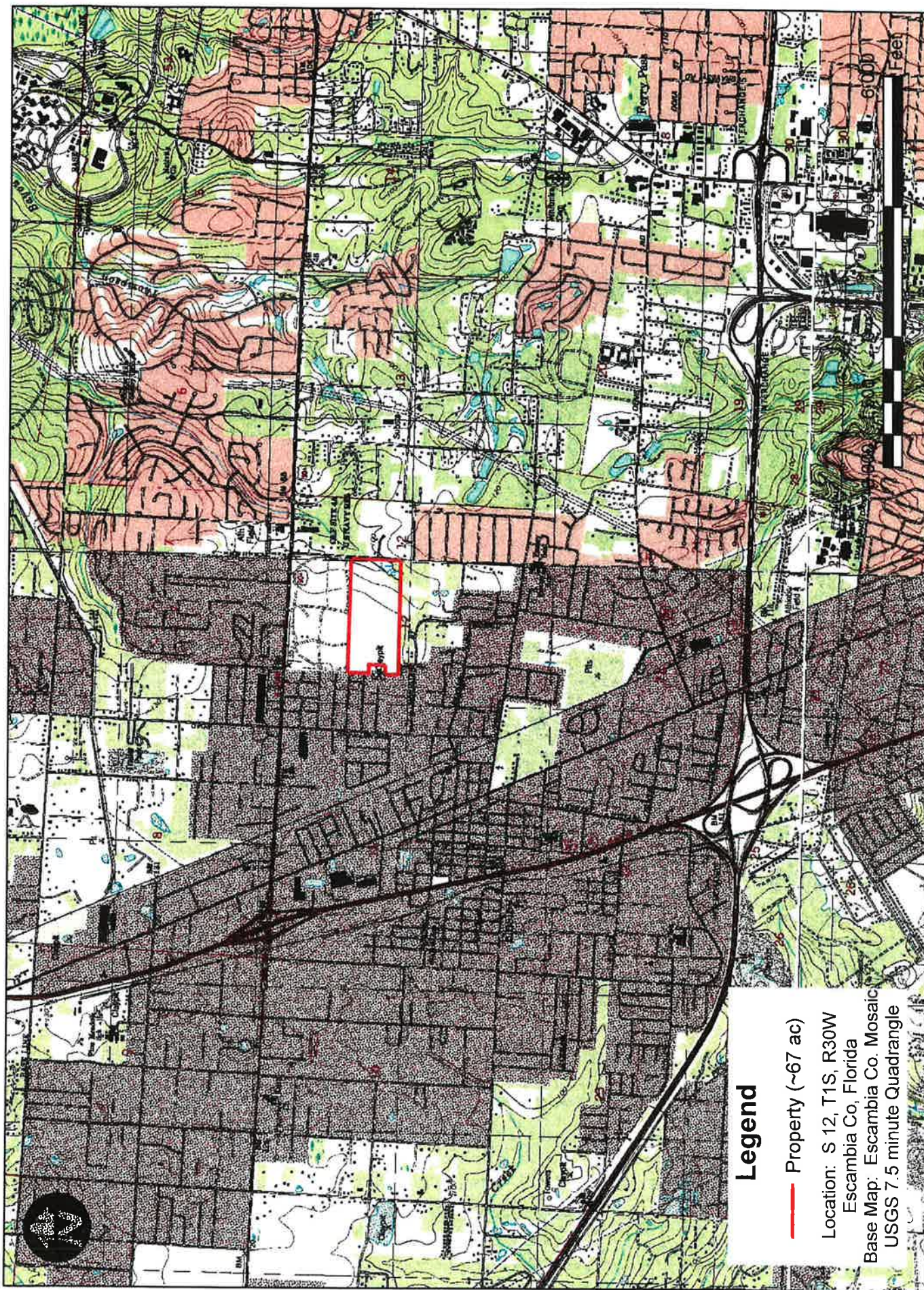
Please call if you need additional information concerning this survey.

Sincerely,

Terry Whitehurst

Wetlands Department Manager





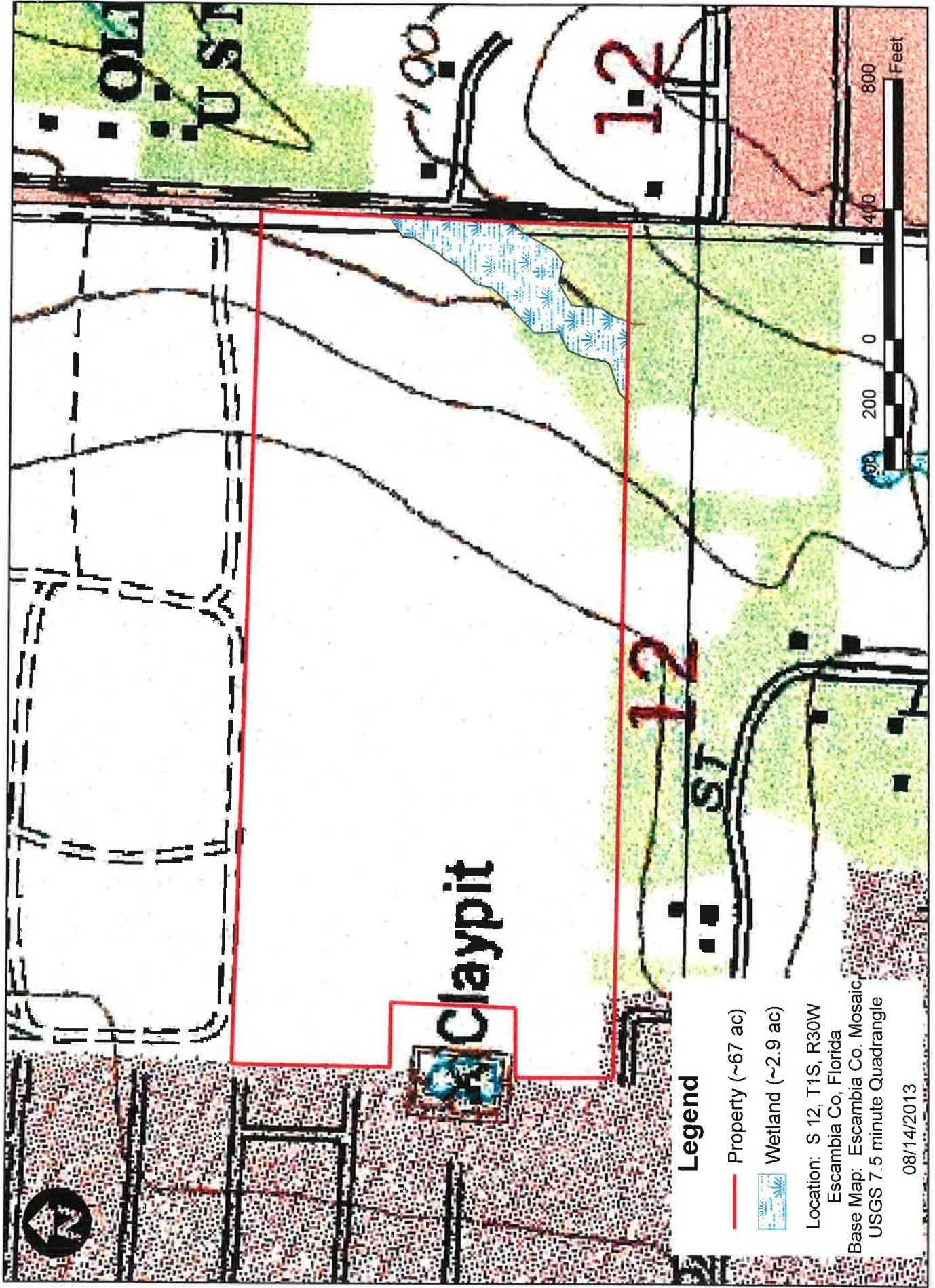
### Legend

— Property (~67 ac)

Location: S 12, T1S, R30W  
Escambia Co, Florida

Base Map: Escambia Co. Mosaic  
USGS 7.5 minute Quadrangle







# BARRY A. VITTOR & ASSOCIATES, INC.

ENVIRONMENTAL RESEARCH & CONSULTING

8060 Cottage Hill Road

Mobile, Alabama 36695

Phone (251) 633-6100

Fax (251) 633-6738

Dr. Don Imm  
U. S. Fish and Wildlife Service  
Panama City Ecological Services Field Office  
1601 Balboa Avenue  
Panama City Florida, 32405-3792

August 14, 2013

**Subject:** Threatened/Endangered Species Survey for a 67-acre property located on Airway Drive Escambia County, Florida.

Dear Dr. Imm:

Barry A. Vittor & Associates, Inc. inspected a 67-acre property located on Airway Drive in Escambia County, Florida for the presence of threatened and/or endangered species. The project is located in Section 12, Township 13 South, and Range 30 West. Latitude/Longitude coordinates for the project site are N 30.527478/W -87.250226. The site is located on Cantonment, Florida, USGS 7.5-minute topographic quadrangle.

Pedestrian surveys of the project site were performed by Vittor & Associates Wetland Biologist, Matthew Stowe and Wetland Manager Terry Whitehurst on August 14, 2013. Target species for this survey were selected based on current knowledge of individual species' distributions and their specific habitat requirements. The USFWS Panama City Ecological Field Services' website (<http://www.fws.gov/panamacity/resources/pdf/Species%20List/2012Panhandle.pdf>; *Florida Federally Listed Species by County*) was also utilized as a reference. Species selected as targets for the survey included Reticulated Flatwoods Salamander (*Ambystoma bishopi*), Eastern Indigo Snake (*Drymarchon corais couperi*) and Red-cockaded Woodpecker (*Picoides borealis*).

Habitat bordering Airway Drive consisted mainly of pine plantation. Wetlands identified in our survey area were located on the southeast portion of the property. Vegetation found in the uplands consisted of water oak (*Quercus nigra*), loblolly pine (*Pinus taeda*), sweet gum (*Liquidambar styraciflua*), blueberry (*Vaccinium sp*), yaupon (*Ilex vomitoria*), and live oak (*Quercus virginiana*). Wetland vegetation consisted of sweetbay magnolia (*Magnolia virginiana*), red maple (*Acer rubrum*), Chinese privet (*Ligustrum sinense*), and swamp tupelo (*Nyssa biflora*).

No federally protected species were noted on or near the project location. No pine trees suitable for use as cavity trees by Red-cockaded Woodpecker were found and

foraging habitat does not exist on the project site. This species is not expected to occur within the project boundaries. No individuals of Indigo Snake or Reticulated Flatwoods Salamander were observed within the project site and no habitat suitable for these species is present. Given the results of our survey, it is our professional opinion that any development of the property will not affect any federally listed species.

We request U. S. Fish and Wildlife Service concurrence with our findings at your earliest convenience. Please feel free to contact us if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Matthew Stowe". The signature is fluid and cursive, with the first name "Matthew" and last name "Stowe" clearly legible.

Matthew Stowe,  
Wetlands Biologist

cc: Kevin Kirchharr  
Smart Living, LLC



## Data and Analysis

### Airway Drive Mixed Residential Development

#### 90 single family and 480 multifamily Units

The subject site is accessible from Hwy 90 (Nine Mile Road) from the north and Johnson Avenue from the south by way of Airway Drive which runs along the easterly side of the site and the large recreational park facility. Airway Drive is located along the easterly side of the Jones Park and the subject site (see location maps), and is a short two lane facility terminating at Nine Mile Road on the north end and Johnson Avenue on its south end. Nine Mile Road is a multi-lane facility designated as a hurricane evacuation route and the Airway intersection contains decell/accell lanes and dedicated turn and acceleration lanes for east and west bound traffic exiting from Airway (see location map). Airway Drive is a two lane local roadway which has recently been upgraded with new paving, lay-back curbs and gutters and sidewalks on both sides of the facility from Johnson Avenue on the south to Nine Mile Road on the north. Johnson Avenue connects Airway to Chemstrand Road and Hwy 29 to the west and Davis Highway/I-10 to the east.

**Area Growth Corridor** Much new development has occurred along Nine Mile Road over the past 6-8 years and this area in mid-county continues to be the leader in new construction activities. The largest development on east end of Nine Mile Road continues to be the expanding campus of the University of West Florida. Not only continuing to construct student housing and classroom facilities, the University recently acquired the nearby Scenic Hills Golf Course facility located about one mile east of the Airway/Nine Mile intersection. Additionally, the University

recently announced a joint venture with private developers to construct a large complex containing meeting facilities, new student housing complex and a convention center, all fronting on east Nine Mile Road. This demonstrates the need for additional housing and community needs in this area of the county.

On the west end of Nine Mile Road (approximately 4-5 miles from the site) is the existing Navy Federal Credit Union campus which recently acquired the large and adjacent Langley Bell 4-H Club agricultural farmland for expansion purposes. Navy Federal has relocated its north American headquarters to the site and will soon be the largest single employer in Escambia county with over 4,800 workers. Ground breaking has occurred and much of the expansion is currently underway. This Nine Mile Road corridor of the county continues to be the strongest developing portion of the area which will further increase the housing demand.

**WELL HEADS** As shown on the attached Well Head Proximity Map, the site is located approximately 1/4 mile south of an existing well head owned by the Emerald Coast Utility Authority (ECUA). The well head is located within the John R. Jones Recreation Complex and its cone of influence covers approximately 1/2 of the proposed 70 acre development site. As a result, the drainage design of the site will require special review and approval of the ECUA.

**STORMWATER MANAGEMENT** Topographical features show that the site is higher on the west end. As shown on the attached site/contour map, the westerly end was found to have an elevation of 129 feet, while the easterly edge of the site had a 96 feet elevation contour. With a 33' downhill gradient, the existing



stormwater drainage pattern is from west to east. This is similar to the existing stormwater drainage system within Jones Recreation Park as evidenced by the location of the existing drainage pond located at the extreme southeastern corner of park property.

The proposed stormwater design for the 70 acre site will include the use of pipe, curb and gutter and swales, among others. The collected stormwater will be directed into two linear ponds running east and west along the site boundary together with a larger facility located near the northeast corner of the property. This location will be across the entranceway street from the holding pond that serves the recreation park as shown on the attached site/contour map. The easterly end of the site has been designed to avoid any construction activities within areas that could potentially be classified as jurisdictional wetlands. Prior to any site activity these areas will be flagged by environmental scientists to precisely identify any plants, wetlands and any other flora/fauna of concern. The proposed stormwater plan will then be designed and submitted for review and approval by all appropriate county, state and federal regulatory offices.

**TRAFFIC:** Access to the site from the east will be from Airway Drive, a second access point will likely be a connection from the site to Topeka Road which is an existing county road that terminates at the westerly boundary line of the site and a third access point will be located at the extreme southwest corner of the site exiting on to Barker Street. Barker street then will allow traffic to proceed west connecting to Chemstrand Road. This Topeka Road access will then allow site traffic an ingress/egress connection to Chemstrand Road, located about 900' west of the

site. As shown on the attached access map, the apartments located on the westerly end of the site can also travel east along the proposed roadway located along the northerly edge of the site to Airway. As proposed, then, the multifamily apartments will have three ingress/egress points while the single family side of the development will have two.

As earlier referenced, Airway Drive has recently been resurfaced and represents the best roadway in the area with sidewalks of both sides of the pavement in addition to curbs and gutters for stormwater control enhancements. Airway Drive terminates at Johnson Avenue on its southern end. Johnson Ave. is designated as a Collector Roadway running east to the first major intersection at Davis Highway and west to Chemstrand Road and Highway 29. It is anticipated that perhaps as much as 50% of the trips generated from the site will be headed east and south to the Pensacola area and will do so by way of this Johnson Avenue/Davis Highway/I-110 connections. Trips headed north and west from the site would likely use either the Topeka Road or Johnson Avenue roadways to access Chemstrand Road to Hwy.29

Traffic head north and east from the site would likely use Airway Drive and Nine Mile Road to reach the major shopping center for the area at University Parkway or to reach the UWF main campus of further east to Santa Rosa County.

**RECREATION AND OPEN SPACE:** As referenced earlier, the site is located south and adjacent to the John R. Jones Park which is the counties flagship baseball and football recreational facility. With this in mind, the proposed design of the residential community will likely include internal walking connections allowing residents to access the park without walking along Airway Drive. Given the size and open spaces afforded by the Jones Park next door, it is anticipated that existing facilities have

sufficient capacity to meet the recreation and open space needs of this proposed new development.

**HISTORIC / ARCHITECTUAL SIGNIFICANCE:** Upon request, the Archeology Department of the University of West Florida examined their records and found that there were no indications of any historical event or archeological findings for this area. A copy of this finding from UWF Dr. John Phillip is attached.

**SCHOOLS:** A letter identifying potential development impacts on the area school facilities has been requested. Schools of potential impact include:

**Ensley Elementary School**

**Woodham Middle School**

**Pine Forest High School**

**UTILITY IMPACTS:** A letter identifying potential development impacts on utility capacities including water, sanitary sewer and garbage collection, has been requested.

# **Proposed Mixed Residential Development**

## **Airway Drive**

## **Pensacola, Florida**

### **Consistency with Relevant Portions of the Escambia 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).

**RESPONSE:** If approved by the Escambia County Planning Board, this proposed development will be consistent with this policy.

**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 agricultural activities.

**RESPONSE:** During the plan review process, the required buffering methodology will be identified for review and approval by County officials. The approved method of buffering will then be installed/planted by developers.

**FLU 1.2.2 LDC Provisions.** Escambia County shall include provisions in the LDC that require identification and preservation of significant archeological and/or historic sites or structures within the County. The provisions will include protection for all sites listed on the Florida Master Site File and will be developed in cooperation with the Department of State, Division of Historical Resources. The provisions also will include requirements that provide for the cessation of land disturbing activities any time artifacts with potential historical significance are revealed during construction activities on any site with potential historical significance. The purpose of the cessation is to allow time to determine the

significance of any artifact or historical evidence found on the site. Normally, determinations will be made by those approved to make such determinations by the Division of Historical Resources.

**RESPONSE:** This site was acquired by the School Board from the U.S. Navy and it had been periodically used in flight training purposes in the 1950s and 1960s. After acquisition, the site was planted with slash pine trees which are present today. The site was researched by the Archeology Department of the University of West Florida for any indication of historical significance. The attached statement from Dr. John Phillip concludes that the site had/has no historical significance.

**FLU 2.1.1 Infrastructure Capacities.** Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

**RESPONSE:** This application is requesting approval to construct a mixed residential use on the 70 acre site consisting of 90 single family lots and 480 apartment units. The site location is central and is within the water/sewer/garbage service area of the Emerald Coast Utility Authority (ECUA). The attached ECUA letter concludes that it has all needed infrastructure elements in place with sufficient capacity available. (See service providers letter in application)..

**MOB 1.1.1 New Development.** Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County standards so that the roads, upon construction, may be accepted into Escambia County's road system. Nothing in this policy shall be interpreted to preclude the County from requiring the development to pay all costs to the County associated with construction of any transportation improvement made necessary by the development.

**RESPONSE:** This proposed development will submit detailed site plans identifying required improvements all of which will be paid by the developer.

**MOB 1.1.2 Level of Service (LOS) Standards.** Levels of Service (LOS) based on annualized p.m. peak hour conditions will be used to evaluate facility capacity and for issuance of development orders. LOS standards for all roadways are hereby established as shown below according to the functional classification of roadways identified on the 2005 Federal Functional Classifications Map. The Mobility Series includes the 2005 Federal Functional Classifications Map, the Number of Lanes – Escambia County Map, the FL-AL TPO Prioritized Bicycle & Pedestrian Projects Map, the Transportation Improvement Program FY 2010-2014 Major Projects Map, the Traffic Volume & Level of Service Report, and the FL-AL TPO Long Range Plan (future roadway). The FDOT LOS standards are also used for SIS facilities.

**RESPONSE:** This proposed development will not degrade Highway 90 which is designated by the Florida Department of Transportation as a Principle Arterial roadway with an adopted Level of Service Standard at "D".

**MOB 1.1.3 On-site Facilities.** All new private developments, including but not limited to planned unit developments, shopping centers, multifamily residential projects and other projects with internal circulation and parking needs shall be required to provide safe and convenient on-site traffic flow, facilities for non-motorized transportation and sufficient vehicular parking to accommodate the needs of the development.

**RESPONSE:** Preliminary internal circulation design shows the site will be accessible from the east, west and south. These plans will be submitted to the County for review and approval. The plans will contain overall parking and traffic circulation patterns and will comply with this element of the Comprehensive Plan.

**INF 3.1.8 Developer Responsibilities.** Installation of stormwater management facilities made necessary by new development shall be the responsibility of the developer.

**RESPONSE:** Required stormwater management plan and facilities will be designed and installed at the developers expense.

**INF 4.1.6 Developer Responsibility.** The cost of water line extensions made necessary by new development shall be the responsibility of the developer unless otherwise funded by the service provider.

**RESPONSE:** The developer will pay for all agreed costs associated with any required modifications to the water lines.

**INF 5.1.3 Wellhead Protection.** Wellhead protection zones shall be located based in part upon the most current NFWMD three-dimensional sand and gravel aquifer computer model. Compliance with design and performance standards pursuant to Chapter 62.532 Florida Administrative Code, is required to adopt FDEP minimum wellhead protection standards.

**RESPONSE:** As shown in the attached wellhead location map, this site is located near a potable water extraction facility. The Potable Wells Wellhead Protection Areas Map shows the site has a substantial portion within a protection boundary area. As such, the project will require a review by the Emerald Coast Utility Authority water utility to determine impacts and remediation..

**CON 1.1.1 Environmentally Sensitive Lands.** Escambia County shall inventory the County's environmentally sensitive lands as defined in Chapter 3, Definitions. The Escambia County Wetlands Map and the Escambia County Special Flood Hazard Areas Map.

**RESPONSE:** Existing inventory maps indicate that a small area in the extreme southeast corner of the site may likely contain jurisdictional wetlands. As shown on the preliminary site layout, this area is being completely avoided and will remain in its natural state.

**CON 1.3.1 Stormwater Management.** Escambia County shall protect surface

water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

**RESPONSE:** Plans depicting stormwater management and treatment will be submitted to Escambia County for review and approval to assure compliance with this requirement.

**OTHER:** The site is not located within any designated Area of Critical State Concern.





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

July 8, 2013

Mr. Lewis W. Breland  
Smart Living, LLC  
2101 Clinton Avenue  
Huntsville, AL 35801

**Re: Airway Drive Residential Development (Airway Drive)**

Dear Mr. Breland:

In response to your inquiry concerning availability of water and sewer service 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, 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.

Sincerely,

A handwritten signature in black ink, appearing to read "W. E. Johnson, Jr.", is written over a horizontal line.

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

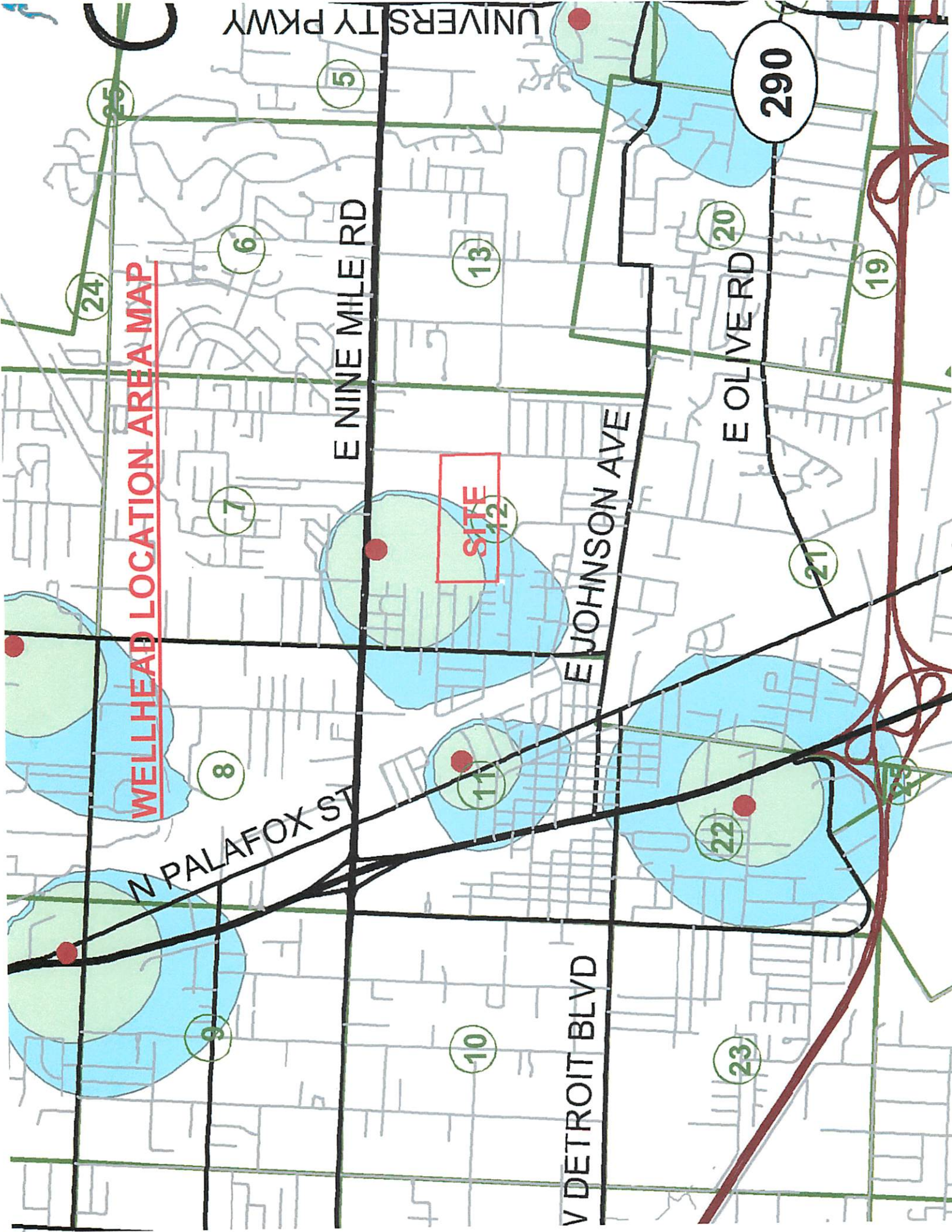
cc: Buddy Page, MPA, APA, Professional Growth Management Services, LLC  
File

WEJ/vlf





WELLHEAD LOCATION AREA MAP







**TRAFFIC DISTRIBUTION FOR 70 ACRES SITE ON AIRWAY DRIVE**



## **Comprehensive Plan Amendment Staff Analysis**

### **General Data**

**Project Name:** LSA 2013-01 – Airway Drive  
**Location:** Airway Drive  
**Parcel #s:** 12-1S-30-2001-001-001  
**Acreage:** 69.462 (+/-) acres  
**Request:** From Public (P) to Mixed-Use Urban (MU-U)  
**Agent:** Wiley C. Page, Agent for Chad Pullum

**Meeting Dates:** Planning Board September 9, 2013  
BCC October 3, 2013

### **Summary of Proposed Amendment:**

The agent requests a Future Land Use (FLU) map amendment to change the future land use category of a 69.462 (+/-) acres parcel from Public FLU to Mixed-Use Urban FLU. The zoning designation for the referenced parcel is S-1, Outdoor Recreational District (noncumulative). If the FLU amendment is approved, the applicant must apply for a rezoning to a category that would be compatible and would allow for the proposed project.

The subject parcel is accessed via Airway Drive, south of Nine Mile Road. The property is surrounded by single family residences and multi-unit developments. The north boundary of the property is adjacent to the R. Jones Athletic Park.

The applicant has indicated that the proposed development is for 90 single family residences and 480 multifamily units on-site.

### **Land Use Impacts:**

Under Comprehensive Plan FLU Policy 1.3.1, Future Land Use categories descriptions, the current Public (P) FLU category is intended for uses or facilities owned or managed by the federal, state or county government or other public institutions or agencies. Specific allowable uses include public parks, local, regional, state or federal facilities, public structures or lands, quasi-public facilities providing public services. The Public FLU does not have any residential densities allowed and there are no designated intensities for the category.

Staff Analysis: The allowable uses under proposed the Mixed-Use Urban FLU category are intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses

within the category as a whole. If the large scale amendment is approved, the maximum density for any future new development on the Mixed-Use Urban parcel is 25 dwelling units per acre and a non-residential maximum intensity of 2.0 floor area ratio (FAR). In areas beyond a ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated: a) Residential – 70% to 85%; b) Public/Rec/Inst. – 10% to 25%; c) Non-Residential – 5% to 10%.

The impact on nearby residential uses would be minimal and compatible, as similar structures and uses are located adjacent to the proposed site while at the same time, the proposed project would provide for infill development. Any proposed improvements within the parcel will be further evaluated during the Site Plan Review process for overall concurrency.

### **Infrastructure Availability:**

#### **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 2.1.1 Infrastructure Capacities**

*Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.*

#### **GOAL CMS 1 Concurrency Management System**

*Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.*

#### **OBJ CMS 1.1 Level of Service Standards**

*Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.*

#### **CMS 1.2.1 Concurrency Determination.**

*The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy*



*the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.*

### **Potable Water**

The agent's application packet contains a letter from the Emerald Coast Utility Authority, stating that potable water service is available in the area of the proposed amendment. The applicant stated in the narrative that current consultation with ECUA is in progress, in order to coordinate site and system improvements and potential update requirements.

Staff Analysis: Emerald Coast Utilities Authority (ECUA) standard for non-residential uses, the LOS requirements shall be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application, using residential development standards for which population can be estimated from proposed dwelling units (households). Once the project is submitted and in coordination with ECUA, all of the LOS standards will be evaluated, during the Site Plan Review process.

**Sanitary Sewer** The applicant stated in their analysis that ECUA has available capacity to provide sanitary sewer service to the site. The agent is currently coordinating with ECUA on system requirements and potential upgrades.

Staff Analysis: The adopted level of service standards for sanitary sewer established in Comprehensive Plan Policy INF 1.1.9 states that the LOS requirements shall be based upon an equivalent residential connection calculated by the provider. The applicant must coordinate with the local provider to ensure capacity is available for the project. Once the project is submitted, all of the LOS will have to be achieved and the project will be further evaluated during the Site Plan Review process.

### **Solid Waste Disposal**

The agent stated that the proposed project will use ECUA for solid waste disposal.

Staff Analysis: As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. The Perdido Landfill current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

### **Stormwater Management**

*Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:*

- a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.*
- b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.*
- c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.*
- d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.*

The agent stated that at time of application, storm water management plans will be submitted for concurrency evaluation.

Staff Analysis: The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth assessment by the agencies involved. The County storm water engineer will evaluate the proposed project to ensure all of the storm water management standards are met. Once the project is formally submitted, all of the LOS will be evaluated during the site plan review process.

### **Traffic Concurrency**

*Under Comp Plan CMS 1.1.2 **Primary Tasks.** The County Administrator, or designee, shall be responsible for the five primary tasks described below:*

- a. Maintaining an inventory of existing public facilities and capacities or deficiencies;*
- b. Determining concurrency of proposed development that does not require BCC approval;*
- c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;*
- d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and*
- e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program*

*to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.*

The application states that the proposed development will not degrade State Highway 90 which is designated by the Florida Department of Transportation as a principle arterial roadway with the adopted Level of Service Standard at "D".

Staff Analysis: Due to the anticipated impact to the local (County) roadways affected by this proposed development, several improvements may be required. Said improvements may include, but not be limited to, roadway widening, shoulder improvements, striping, sidewalks, bike lanes, traffic calming, left and/or right turn lanes, etc. Any roadway that will be utilized to provide ingress/egress to the subject site shall be brought into compliance with the latest Escambia County requirements. Traffic impacts surrounding roadways have not been analyzed at this stage of development. A traffic impact study will be required during the development review process according to Article 5 of the Land Development Code.

Mass transit shall be coordinated with Escambia County Area Transit (ECAT) during development of the property to reduce vehicle miles traveled thereby reducing greenhouse gas emissions and peak hour demand on state and county roadways.

Future developments will pay all costs and construct all roads within the development as well as existing and proposed access roads (internal and external) to Escambia County or FDOT standards so that the roads, upon construction, may be accepted into county or state road system. Escambia County will consider public-private partnerships (P-3s) as a valid mechanism to obtain transportation funding.

Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

## **Recreation and Open Space**

### **Escambia County Comprehensive Plan, Section 3.04, Definitions.**

**Open space:** Land or portions of land preserved and protected, whether public or privately owned and perpetually maintained and retained for active or passive recreation, for resource protection, or to meet lot coverage requirements. The term includes, but is not limited to, required yards, developed recreation areas and improved recreation facilities, natural and landscaped areas, and common areas.

***REC1.3.2 Open Space Requirements.*** *Escambia County shall require the provision of open space by private development when such development is a planned unit development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund*

*therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.*

The applicant stated that the site is located south and adjacent to the John R. Jones Park which is the counties flagship baseball and football recreational facility. With this in mind, the proposed design of the residential community will likely include internal walking connections allowing residents to access the park without walking along Airway Drive. Given the size and open spaces afforded by the Jones Park next door, it is anticipated that existing facilities have sufficient capacity to meet the recreation and open space needs of this proposed new development.

Staff Analysis: Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process. The proposed future development will have to meet the existing adopted open space and recreation requirements of the LDC.

### **Schools**

#### **OBJ PSF 2.1 Level of Service Standards**

The narrative from the applicant states that he has requested a letter identifying potential development impacts for school facilities.

Staff Analysis: Representatives from the Escambia County School District will review and comment on all proposals that could have an impact in the projected school capacities and LOS.

SUMMARY: Staff concludes that the proposed development could satisfy all of the requirements listed within the infrastructure analysis.

### **ANALYSIS OF SUITABILITY**

**Suitability:** *The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.*

#### **Impact on Wellheads, Historically Significant Sites and the Natural Environment: Wellheads:**

**CON 1.4.1 Wellhead Protection.** *Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

The applicant provide a Well Head Proximity Map showing the site is located approximately 1/4 mile south of an existing well head owned by the Emerald Coast Utility Authority (ECUA). The well head is located within the John R. Jones Recreation Complex and its cone of influence covers approximately 1/2 of the proposed 70 acre development site. As a result, the drainage design of the site will require special review and approval by ECUA.

Staff Analysis: Further evaluation by the Environmental Division and ECUA will be required to ensure standards for wellhead protection areas will be maintained. Once the project is submitted, all of the LOS will be evaluated during the Site Plan Review process.

### **Historically Significant Sites**

*FLU 1.2.1 **State Assistance.** Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.*

The applicant stated that this site was acquired by the School Board from the U.S. Navy and it had been periodically used in flight training purposes in the 1950s and 1960s. After acquisition, the site was planted with slash pine trees which are present today. The site was researched by the Archeology Department of the University of West Florida for any indication of historical significance.

Staff Analysis: Evaluation submitted by the applicant of the proposed site and produced by John C. Phillips, M.A., Archaeologist, Research Associate/Instructor, Archaeology Institute, University of West Florida, found no evidence of historically significant artifacts.

### **Wetlands**

*CON 1.1.2 **Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.*

The easterly end of the site has been designed to avoid any construction activities within areas that could potentially be classified as jurisdictional wetlands. Prior to any site activity these areas will be flagged by environmental scientists to precisely identify any plants, wetlands and any other flora/fauna of concern.

### **Staff Analysis:**

The applicant has submitted as part of the packet, an environmental evaluation performed by Mr. Terry Whitehurst from Barry A. Vittor and Associates, Inc, dated 16



August 2013, which delineates the existing wetlands. Also attached is a letter from the environmental company to U. S. Fish and Wildlife, requesting concurrency with their no protected Species findings. The applicant must ensure that all of the required State and Federal agencies are contacted and that the required permits are obtained. The presence of sensitive lands on site may require a more in-depth evaluation by the agencies involved. Escambia County staff will evaluate the proposed project to ensure all of the standards for wetlands protection indicated in the LDC, are met. Once the project is formally submitted, it will be evaluated during the Site Plan Review process.

SUMMARY: The proposed project shall avoid any potential impacts to environmentally sensitive areas and should preserve the natural function of wetlands and natural resources on the subject parcel. Staff concludes that the proposed development could satisfy all of the requirements listed within the suitability analysis.

### **Urban Sprawl:**

*A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.*

*1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

The proposed amendment is part of a strategy directing this type of intense development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North; The proposed Mixed-Urban expansion will direct economic growth and the associated land development to an area that will complement the existing growth patterns of development in the vicinity of the property, thereby minimizing the adverse impacts to natural resources and the existing ecosystems.

*2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.*

The proposed amendment is in close proximity to the extensive infrastructure that is accessed by other similar uses within the area. The proposed development promotes the principle of compact development and is aimed at reducing the capital and operating costs of providing public infrastructure and services such as roads, utility lines and garbage collection. As a result of the proximity to similar existing uses, the proposed amendment would reduce transportation costs, including the per capita costs to consumers to own and operate vehicles, road and parking facility costs, traffic accidents and pollution emissions.

*3. Promotes conservation of water and energy.*

The proposed amendment will ensure that the proposed development is conducted in an efficient manner. Specifically, the proximity of the subject property to other existing development will provide for an efficient integration of infrastructure and services that will conserve both water and energy.

*4. Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.*

The amendment will allow for a comprehensive mix of uses that will lead to a compatible blend between the existing recreational amenities and the proposed development of residential facilities.

Staff Analysis: It appears that the proposed amendment has met four of the eight criteria to discourage the proliferation of urban sprawl.

### **Comprehensive Plan Consistency and Relevant Policies:**

#### **Urban Sprawl:**

*A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner and failing to provide a clear separation between urban and rural uses.*

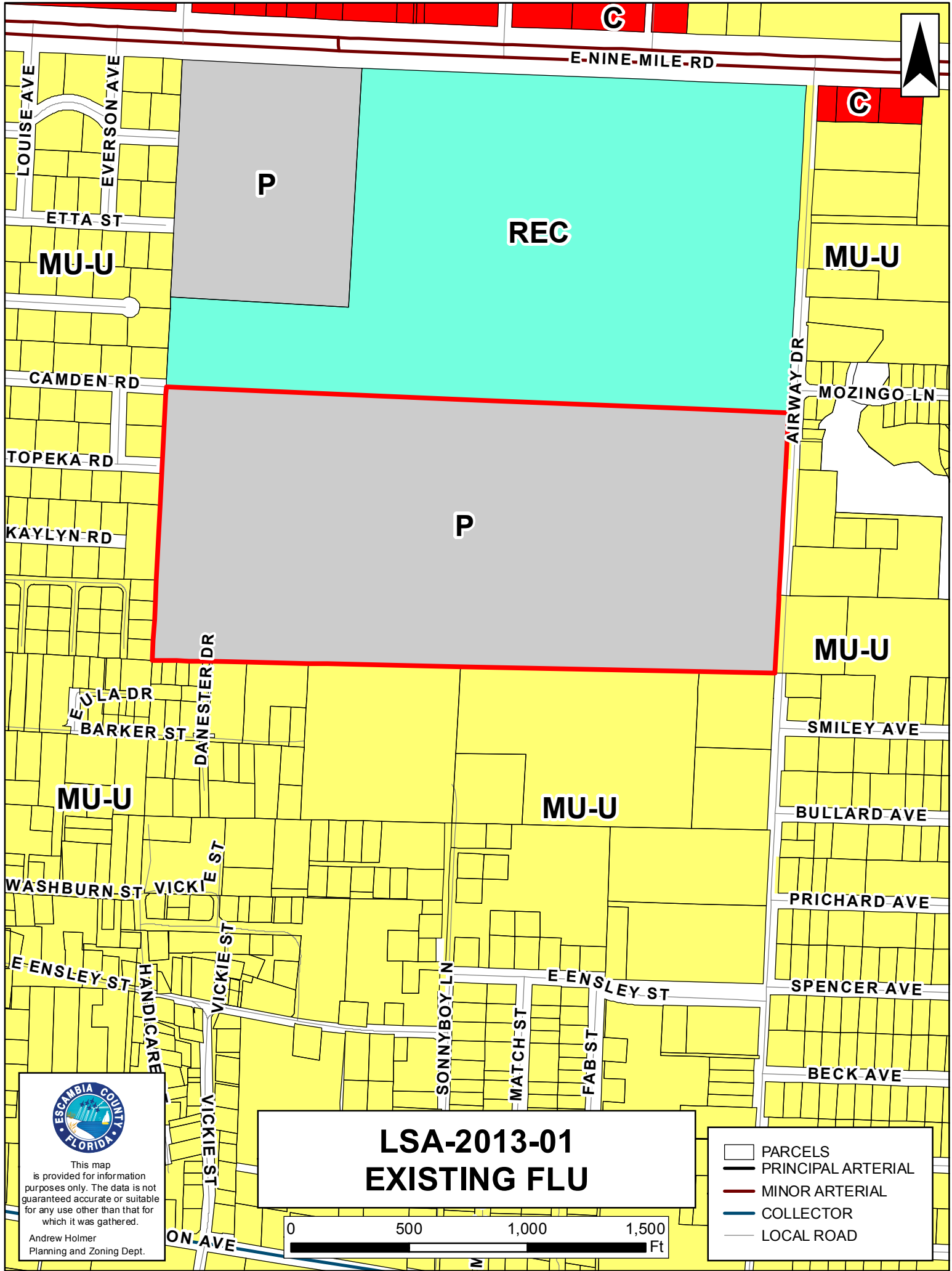
#### **FLU 1.3 Future Land Use Map Designations:**


*“Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.”*

#### **Mixed Use Urban Future Land Use Category:**

*FLU 1.3.1 states that the Mixed Use Urban FLU “provides for and allows intensive mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses.”*

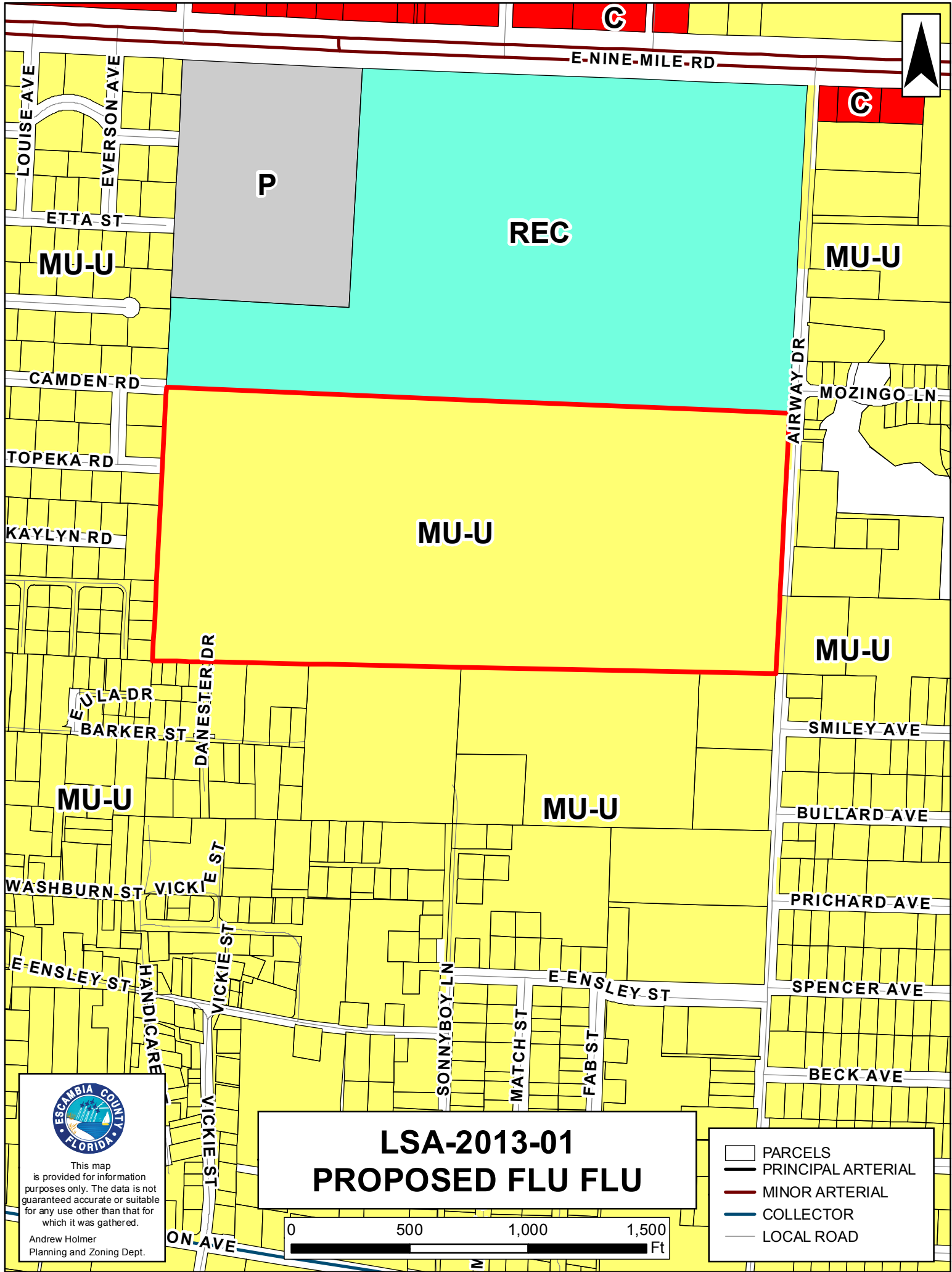
Staff Analysis: As previously elaborated, the site has been evaluated for potable water, sanitary sewer, solid waste disposal, stormwater management, and traffic concurrency. The adopted levels of service would appear to be maintained with the proposed residential development of the parcel. If the amendment is approved, the parcel must go through the quasi-judicial rezoning process. The completed application packet will then be reviewed and evaluated for concurrency as part of the Site Development Review process.



  
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.

# LSA-2013-01 EXISTING FLU

- PARCELS
- 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.

## LSA-2013-01 PROPOSED FLU FLU

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



E TEN MILE RD

CHEMSTRAND RD

E NINE MILE RD

JERNIGAN RD

E JOHNSON AVE

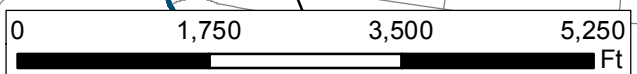
CODY LN

E OLIVE RD

N PALAFOX ST

PENSACOLA BLVD

# LSA-2013-01 SURROUNDING ROADS



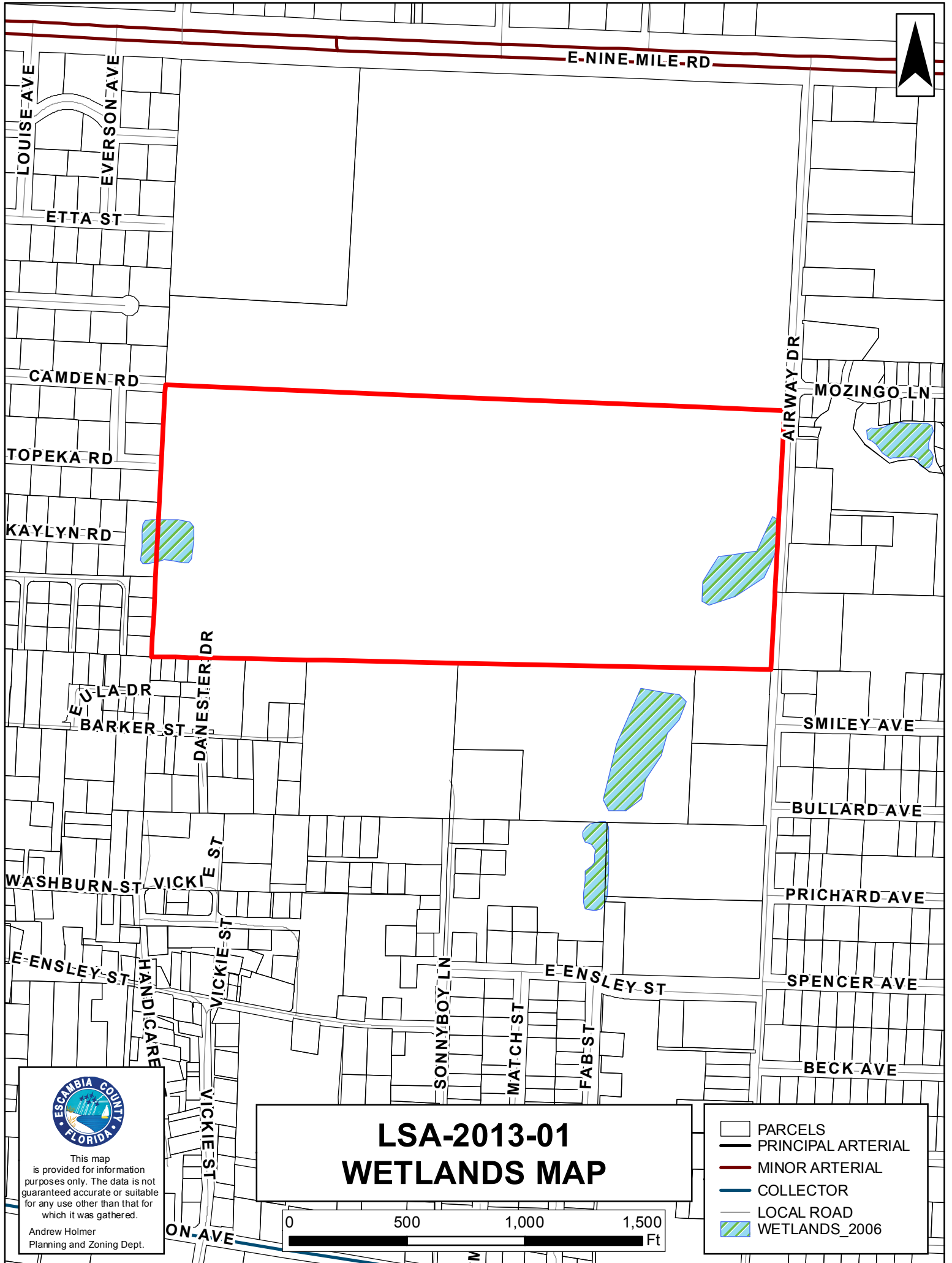
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



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.

## LSA-2013-01 WETLANDS MAP



## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Planning Board-Regular  
Meeting Date: 10/07/2013

6. A.

---

**Agenda Item:**

Article 14 Perdido Key Code, Presented by: Juan Lemos, Senior Planner

---

**Attachments**

Article 14 Draft

Existing zoning map

Proposed Zoning Map

---

**ARTICLE 14. PERDIDO KEY CODE**

14.00.00 LEGISLATIVE INTENT

14.01.00 AUTHORITY

14.02.00 APPLICABILITY

14.03.00 INTENT

14.04.00 PROCESS

14.05.00 VARIANCES

14.06.00 SUCCESSION

14.07.00 BUILDING SCALE PLANS

14.08.00 ESTABLISHMENT OF ZONES

14.09.00 INSTRUCTIONS

14.10.00 PRE-EXISTING CONDITIONS

1 **14.00.00. LEGISLATIVE INTENT**

2 14.00.01 Legislative intent of residential districts. The residential districts established in this section  
3 (PK-1, PK-1A, PK-2, PK-3) are designed to promote and protect the health, safety, convenience, order,  
4 prosperity and other aspects of the general welfare. The general goals include:

5 A. To provide sufficient space in appropriate locations for residential development to adequately  
6 meet the housing needs of the present and expected future population of the county.

7 B. To efficiently utilize existing public ways and to mitigate the effects of heavy traffic, especially  
8 through traffic, in residential areas.

9 C. To protect residential areas against flood, fire, explosions, toxic and noxious matter, radiation,  
10 and other hazards, as well as offensive noise, vibration, smoke, dust and other particulate matter,  
11 glare and other objectionable influences.

12 D. To protect residential areas against undue congestion, by regulating the density of population,  
13 the intensity of activity and the bulk of buildings in relation to the surrounding land and to one  
14 another and by providing for off-street parking.

15 E. To require the provision of open space and landscaping in residential areas wherever practical in  
16 order to provide for air, light and wind dynamics, to provide open areas for recreation, to enhance  
17 scenic quality, to facilitate surface drainage, and thereby to provide a more desirable environment  
18 for residential areas.

19 F. To provide for access of light and air to windows and provide for privacy by controls over the  
20 height of buildings or other structures.

21 G. To provide appropriate space in accessible locations for public and private educational, religious,  
22 recreational and similar facilities and public utilities which serve the needs of nearby residents,  
23 generally function more effectively in a residential environment and do not create objectionable  
24 influence; and to coordinate the intensity of residential land use with community facilities which are  
25 appropriately located and designed.

26 H. To promote the most desirable use of land as well as the appropriate location and density of  
27 development, to promote stability of residential areas by providing for smooth transitions in  
28 residential density, to effectuate and maintain adequate levels of public services, to conserve the  
29 value of land and buildings, to protect the county's present and future tax revenues and to achieve  
30 the objectives of the Comprehensive Plan.

31 14.00.02. General legislative intent of commercial districts. The commercial districts established in this  
32 section (PK-4, PK-CC and PK-CG) are designed to promote and protect the health, safety, convenience,  
33 order, prosperity and other aspects of the general welfare. The general goals include:

34 A. To provide sufficient space, in locations accessible to residential areas, for local retail services  
35 and trades catering specifically to the recurring shopping needs of the occupants of nearby  
36 residences.

37 B. To protect both retail and service developments and nearby residences against flood, fire,  
38 explosion, toxic and noxious matter, radiation and other hazards, and against offensive noise,

1 vibration, smoke, dust and other particulate matter, odorous matter, glare, and other objectionable  
2 influences.

3 C. To protect both retail and service developments and nearby residences against congestion, by  
4 regulating the intensity of retail and service developments consistent with their marketing  
5 functions, preserving open space and access to light and air, by providing for adequate traffic  
6 circulation, by providing for off-street parking and loading facilities and regulating the height of  
7 buildings and other structures.

8 D. To provide sufficient and appropriate commercial space to meet the needs of the county's  
9 existing and future populations and to encourage planned commercial development concentrated in  
10 regional, community and local commercial centers with adequate areas for vehicular and pedestrian  
11 circulation, open space and landscaped areas and adequate surface drainage and enhance scenic  
12 quality.

13 E. To provide sufficient space in appropriate locations for commercial districts which satisfy specific  
14 needs of the county for medical services, offices, highway oriented goods and services, and other  
15 commercial trades and services.

16 F. To provide sufficient space in appropriate locations for the mixture of high density residential  
17 and restricted commercial developments with standards for development which provide protection  
18 to existing, compatible land uses.

19 G. To provide appropriate space for various commercial activities within a compatible environment  
20 in accordance with the Comprehensive Plan, to promote a viable economic base within the county,  
21 to protect the character of the districts and their suitability for particular uses so as to conserve the  
22 value of land and buildings and to protect the county's present and future tax revenues and to  
23 achieve the objectives of the Comprehensive Plan including, but not limited to, OBJECTIVE FLU 1.3.1  
24 and policies thereunder and Policy FLU 1.1.10.

#### 25 **14.01.00. AUTHORITY**

26 14.01.01 The action of Escambia County, Florida in the adoption of this Perdido Key Code (Code) is  
27 authorized under the F. S. ch. 163, pt II.

28 14.01.02 This Code was adopted as one of the instruments of implementation of the public purposes  
29 and objectives of the adopted Escambia County Comprehensive Plan. This Code is declared to be in  
30 accord with the Escambia County Comprehensive Plan and the Land Development Code.

31 14.01.03 This Code was adopted to promote the health, safety and general welfare of Perdido Key and  
32 its citizens, including protection of the environment, conservation of land, energy and natural resources,  
33 reduction in vehicular traffic congestion, more efficient use of public funds, health benefits of a  
34 pedestrian environment, historic preservation, education and recreation, reduction in sprawl  
35 development, and improvement of the built environment.

36 14.01.04 This Code was adopted and may be amended by vote of the Board of County Commissioners of  
37 Escambia County.



1     **14.02.00 APPLICABILITY**

2     14.02.01 Provisions of this Code are activated by “shall” when required; “should” when recommended;  
3     and “may” when optional.

4     14.02.02 For matters related to urban design only, the provisions of this Code, when in conflict, shall  
5     take precedence over those of other codes, ordinances, regulations and standards except the Local  
6     Health and Safety Codes, Environmental Codes and FHA/ADA Codes.

7     14.02.03 The existing Escambia County Land Development Code (LDC), Florida (the “Existing Local  
8     Codes”) shall continue to be applicable to issues not covered by this Code except where the Existing  
9     Local Codes would be in conflict with Section 14.03.00 Intent.

10    14.02.04 The Perdido Key Master Plan (PKMP) Performance Standards Appendix contains regulatory  
11    language that is integral to this Article. For the purpose of this Article and the Appendix document, the  
12    definitions in the PKMP shall control.

13    14.02.05 The metrics of the PKMP Performance Standards Appendix, Standards and Tables, are an  
14    integral part of this Code. However, the diagrams and illustrations that accompany them should be  
15    considered guidelines, with the exception of those on Tables 9A-9G Form-Based Code Graphics, which  
16    are also legally binding.

17    14.02.06 Where in conflict, numerical metrics shall take precedence over graphic metrics.

18    **14.03.00 INTENT** The intent and purpose of this Code is to enable, encourage and qualify the  
19    implementation of the following policies:

20    **14.03.01 THE COMMUNITY**

21       a. That neighborhoods should be compact, pedestrian-oriented and Mixed Use.

22       b. That neighborhoods should be the preferred pattern of development and that District  
23       specializing in a single use should be the exception.

24       c. That ordinary activities of daily living should occur within walking distance of most dwellings,  
25       allowing independence to those who do not drive.

26       d. That interconnected networks of thoroughfares should be designed to disperse traffic and  
27       reduce the length of automobile trips.

28       e. That within neighborhoods, a range of housing types and price levels should be provided to  
29       accommodate diverse ages and incomes.

30       f. That appropriate building densities and land uses should be provided within walking distance  
31       of transit stops.

1 g. That civic, institutional, and commercial activity should be embedded in downtowns, not  
2 isolated in remote single-use complexes.

3 h. That schools should be sized and located to enable children to walk or bicycle to them.

4 i. That a range of open space including parks, squares, and playgrounds should be distributed  
5 within neighborhoods and downtowns.

#### 6 **14.03.02 THE BLOCK AND BUILDING**

7 a. That buildings and landscaping should contribute to the physical definition of Thoroughfares  
8 as Civic places.

9 b. That development should adequately accommodate automobiles while respecting the  
10 pedestrian and the spatial form of public areas.

11 c. That the design of streets and buildings should reinforce safe environments, but not at the  
12 expense of accessibility.

13 d. That architecture and landscape design should grow from local climate, topography, history,  
14 and building practice.

15 e. That buildings should provide their inhabitants with a clear sense of geography and climate  
16 through energy efficient methods.

17 f. That Civic Buildings and public gathering places should be provided as locations that reinforce  
18 community identity and support self-government.

19 g. That Civic Buildings should be distinctive and appropriate to a role more important than the  
20 other buildings that constitute the fabric of the city.

21 h. That the preservation and renewal of historic buildings should be facilitated, to affirm the  
22 continuity and evolution of society.

23 i. That the harmonious and orderly evolution of urban areas should be secured through form-  
24 based codes.

#### 25 **14.04.00 PROCESS**

26 14.04.01 Escambia County's Development Review Committee ("DRC") will continue to process  
27 administratively applications and plans for proposed projects.

28 14.04.02 The standards for the Zones shall be determined as set forth in the PKMP Performance  
29 Standards Appendix through a process of public consultation with approval by the Board of County  
30 Commissioners of Escambia County. Once these determinations have been incorporated into this Code  
31 and its associated plans, then projects that require no Variances or Administrative Variances, or only  
32 Administrative Variances, shall be processed administratively.

1 14.04.03 An owner may appeal a decision of the DRC to the Board of Adjustment and may appeal a  
2 decision of the Board of Adjustment to the Circuit Court.

3 14.04.04 Should a violation of an approved plan occur during construction, or should any construction,  
4 site work, or development be commenced without an approved plan, the County has the right to require  
5 the owner to stop, remove, and/or mitigate the violation.

#### 6 **14.05.00 VARIANCES**

7 14.05.01 Variances shall be addressed in accordance with process and standards in Article 2 of the LDC.

#### 8 **14.06.00 SUCCESSION**

9 14.06.01 Perdido Key's growth and evolution over time will inevitably require changes to the boundaries  
10 of certain zones. All changes shall maintain the goals of this Code.

11 14.06.02 Escambia County shall conduct a comprehensive review of the Zoning Map to evaluate the  
12 development direction of Perdido Key and determine if succession zoning of any zones is appropriate,  
13 concurrent with the Evaluation and Appraisal Report.

14 14.06.03 Amendments to the text of the Code (including tables and diagrams) may be made only  
15 through procedures contained in the LDC, Article 2, and may be considered at any time during the year.

#### 16 **14.07.00 BUILDING STANDARDS**

17 14.07.01 INTENT Building Standards are included in Tables 9A-9G of the PKMP Performance Standards  
18 Appendix.

19 14.07.02 These Building Standards shall regulate the development and modification of buildings and  
20 other elements of the built environment within the private lot, based on the following:

21 a. That building standards should equitably balance the rights of the individual and the interests  
22 of the community as a whole.

23 b. That building form individually and collectively defines and supports the public realm.

24 c. That building configuration should support walkability, safe streets, and safe public spaces,  
25 creating pedestrian-friendly neighborhoods.

26 d. That building scale should define streets and public spaces as rooms, and should vary by  
27 context and intensity in coordination with neighboring properties.

#### 28 **14.08.00 ESTABLISHMENT OF PERDIDO KEY ZONES**

29 14.08.01 For the purpose of this Article, Perdido Key is divided into the following zones that are  
30 sequential in their intensity:

**Perdido Key Conservation District. PK-CON –**

*A. Intent and purpose of district.* An Outdoor recreational zone district; a natural zone that preserves and maintains lands for outdoor recreations uses and open space. Lands approximate a wilderness natural condition and are permanently set aside for conservation.

*B. Permitted uses.*

1. Golf courses.
2. Country clubs and their customary accessory uses.
3. Bird and wildlife sanctuaries.
4. Parks and greenbelt areas.
5. Reclamation of borrow pits that existed prior to September 16, 2004 (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).

*C. Conditional uses.*

1. Public utility and service structures (see section 6.08.02).

*D. Traffic requirements, screening adjacent to residential district, site and building requirements, landscaping, signs, lighting and density transfers, if applicable, will reviewed per LDC.*

**Perdido Key Residential. PK-1 - A.**

*A. Intent and purpose of district.* This district is intended to be a low density area further divided into the following sub-zones:

- a. PK-1: a residential zone of single-family and duplex homes.
- b. PK-1A: a residential zone of exclusively single-family homes.

Regulations of this Article pertaining to PK-1, apply to all sub-zones of PK-1.

*B. Permitted uses.*

1. a.PK-1-Single-family, two-family (duplex), three-family (triplex), and multifamily dwellings.
2. b. PK-1A- Single family only.
3. Boathouses and boat docks as accessory uses, provided the roof of said boathouse does not exceed 20 feet above the elevation 0.0 (MSL) based upon USC&G datum plane.
4. Places of worship.
5. Public utility.
6. Public buildings for general administrative, executive or studio functions, or for general warehousing or maintenance operations.
7. Marina (private).

7. Family day care homes and family foster homes.

C. *Conditional uses.*

1. Golf courses, tennis centers and swimming pools, with customary attendant facilities and accessory buildings.

2. Country clubs and their customary accessory uses.

3. Home occupations with employees.

4. Public utility and service structures (see section 6.08.02).

5. Public parks and recreation facilities.

D. *Traffic requirements, screening adjacent to residential district, site and building requirements, landscaping, signs, lighting and density transfers, if applicable, will reviewed per LDC.*

**Perdido Key Residential District. PK-2**

A. *Intent and purpose of district.* This district is intended to be a mixed-use zone of primarily residential uses that recognizes the desirability of maintaining open space.

B. *Permitted uses.*

1. Any use permitted in the PK-1 district.

2. Kindergartens and child care centers.

C. *Conditional uses.* Any conditional uses allowed in the PK-1 district.

D. *Off-street parking requirements.* See PKMP Appendix.

E. *Traffic requirements, screening adjacent to residential district, site and building requirements, landscaping, signs, lighting and density transfers, if applicable, will reviewed per LDC.*

**Perdido Key Mixed Use District. PK-3**

A. *Intent and purpose of district.* This district is intended to be a mixed-use residential zone of high intensity residential development and low intensity office use and service facilities.

B. *Permitted uses.*

1. Any permitted uses in the PK-2 district.

2. Professional offices such as those of architects, engineers, lawyers, tax consultants, accountants, and medical and dental offices.

3. Real estate or insurance offices.

4. Restaurants, including the sale of beer, wine and liquor for on-premises consumption, as part of a condominium development offering resort-style amenities.

C. *Conditional uses.* Any conditional use allowed in the PK-2 district.

D. *Off-street parking requirements.* See PKMP Appendix.



1 E. *Traffic requirements, screening adjacent to residential district, site and building requirements,*  
2 *landscaping, signs, lighting and density transfers, if applicable, will reviewed per LDC.*

3 **Perdido Key Mixed-Use District. PK-4**

4 A. *Intent and purpose of district. This district is intended to be a mixed-use providing neighborhood-*  
5 *type services, but primarily residential urban fabric.*

6 B. *Permitted uses.*

7 1. Any use permitted in the PK-3 district.

8 2. Any retail business, provided that the products are displayed and sold only inside a building.

9 3. Personal service establishments, such as, but not limited to, financial institutions, beauty and  
10 barber shops, tailors, shoe repairs, watches and similar services.

11 4. Service stations and auto repair shops, provided that such repairs are carried on within the  
12 confines of a building. Does not include body repair shops.

13 5. Restaurants, including the sale of beer, wines and liquor for on-premise consumption,  
14 provided that the boundaries of the building are located in excess of 100 feet from any  
15 residential district.

16 6. Bars, nightclubs, and package stores, provided that the boundaries of the building are  
17 located in excess of 100 feet from the nearest residential district, and are in accordance with  
18 section 7.14.00.

19 7. Recreational and commercial marinas.

20 8. Educational facilities.

21 9. Any uses which are similar or compatible to the uses permitted herein that promote the  
22 intent and purpose of this district. Determination shall be made by the planning board (LPA).

23 10. Bed and breakfast inns that conform to the residential character of Perdido Key in terms of  
24 bulk, scale, height, and architectural style, as determined by the development review  
25 committee.

26 C. *Conditional uses.*

27 1. Commercial amusement and commercial recreational facilities, including miniature golf  
28 courses.

29 2. Arcade amusement centers and bingo facilities.

30 D. *Prohibited uses.*

31 1. Hotels and motels, excluding bed and breakfast inns.

32 E. *Off-street parking and loading regulations. See PKMP Appendix.*

1 F. *Traffic requirements, screening adjacent to residential district, site and building requirements,*  
2 *landscaping, signs, lighting and density transfers, if applicable, will reviewed per LDC.*

3 **Perdido Key Commercial Core District. PK-CC**

4 A. *Intent and purpose of district.* A mixed-use zone of high intensity residential development and  
5 retailing of resort-related services.

6 B. *Permitted uses.*

7 1. Any use permitted in the PK-4 district.

8 2. Hotels and motels. Maximum density shall be 25 units per acre.

9 3. Commercial amusement and commercial recreational facilities, including miniature golf  
10 courses.

11 4. Arcade amusement centers and bingo facilities.

12 5. Any uses which are similar or compatible to the uses permitted herein that promote the  
13 intent and purpose of this district. Determination shall be made by the planning board (LPA).

14 C. *Traffic requirements, screening adjacent to residential district, site and building requirements,*  
15 *landscaping, signs, lighting and density transfers, if applicable, will reviewed per LDC.*

16 ( Ord. No. 2010-23, § 5,7-22-2010; Ord. No. 2013-08, § 1, 2-21-2013)

17 **Perdido Key Commercial Gateway District. PK-CG**

18 A. *Intent and purpose of district.* Use gateways, providing an identity for Perdido Key as a visually  
19 attractive, family style, resort community.

20 B. *Permitted uses.*

21 1. Any use permitted in the PK-CC district.

22 C. *Traffic requirements, Screening adjacent to residential district, Site and building requirements,*  
23 *Landscaping, Signs, Lighting and Density transfers, if applicable, will reviewed per LDC and this*  
24 *document.*

25 **Perdido Key Special Resort District. PK-SD**

26 A. *Intent and purpose of district.* Special Planned Resort Districts (Special District) that by their  
27 intrinsic function, disposition and configuration do not conform to one or more of the normative  
28 zones. Specific regulations are established for each Special District.

29 B. *Permitted uses.*

30 1. Any use permitted in the PK-CG district.

31 2. Hotels and motels. Maximum density shall be 25 units per acre.

3. Storage areas for personal use only by residents and guests of the planned resort. Such areas shall be screened by opaque fencing and landscape material a minimum of six feet in height.

4. Zero lot line development. See section 7.10.00.

5. Any uses which are similar or compatible to the uses permitted herein that promote the intent and purpose of this district. Determination shall be made by the planning board (LPA).

*C. Traffic requirements, screening adjacent to residential district, site and building requirements, landscaping, signs, lighting and density transfers, if applicable, will reviewed per LDC.*

D. Timeshares.

14.08.02 Zoning boundaries are as shown on the Zoning Map. Unless otherwise noted, zone boundaries are mapped along property lines.

#### **14.09.00 INSTRUCTION**

14.09.01 This Article sets forth the standards, (tables 9A-9G), of the PKMP Performance Standards Appendix, applicable to the development and modification of buildings and other elements of the built environment within private lots, and by their zoning designation.

14.09.02 Plans required by this Section are subject to administrative approval by the Planning and Zoning Department and shall be consistent with Escambia County's existing procedures for permitting.

14.09.03 All other statutes, rules, regulations, ordinances or other governmentally adopted regulations pertaining to properties in Perdido Key shall apply. In the event of conflict between any requirement in this Article, and any other part of this Code, the requirements of this Article shall govern for matters related to urban design.

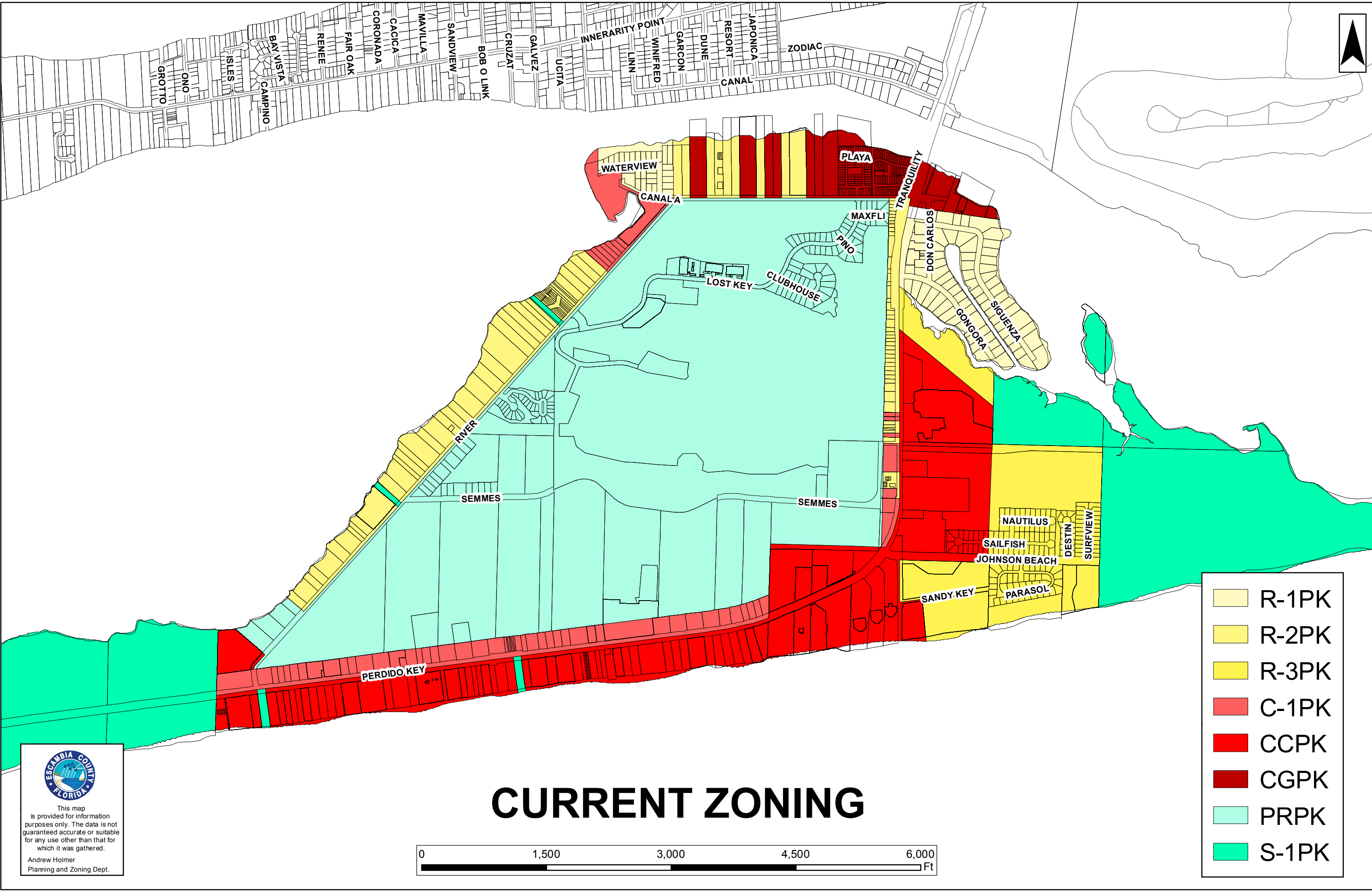
14.09.04 Building and site plans submitted for approval shall demonstrate compliance with relevant provisions in this Code and other applicable performance standards in the LDC.

#### **14.10.00 PRE-EXISTING CONDITIONS**

14.10.01 Existing buildings and elements that do not conform to the provisions of this Code may continue in use as they are until a Substantial Modification is requested, at which time the DRC shall determine the provisions of this section that shall apply.

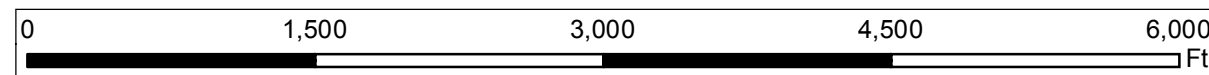
14.10.02 Where buildings exist on adjacent lots, the DRC may require that a proposed building match one or the other of the adjacent Setbacks and heights rather than the provisions of this Code.

14.10.03 The restoration or rehabilitation of an existing building shall not require the provision of (a) parking in addition to that existing nor (b) on-site stormwater retention/detention in addition to that existing. Existing parking requirements that exceed those for this Code may be reduced as provided by Tables 5 and 6.



# CURRENT ZONING

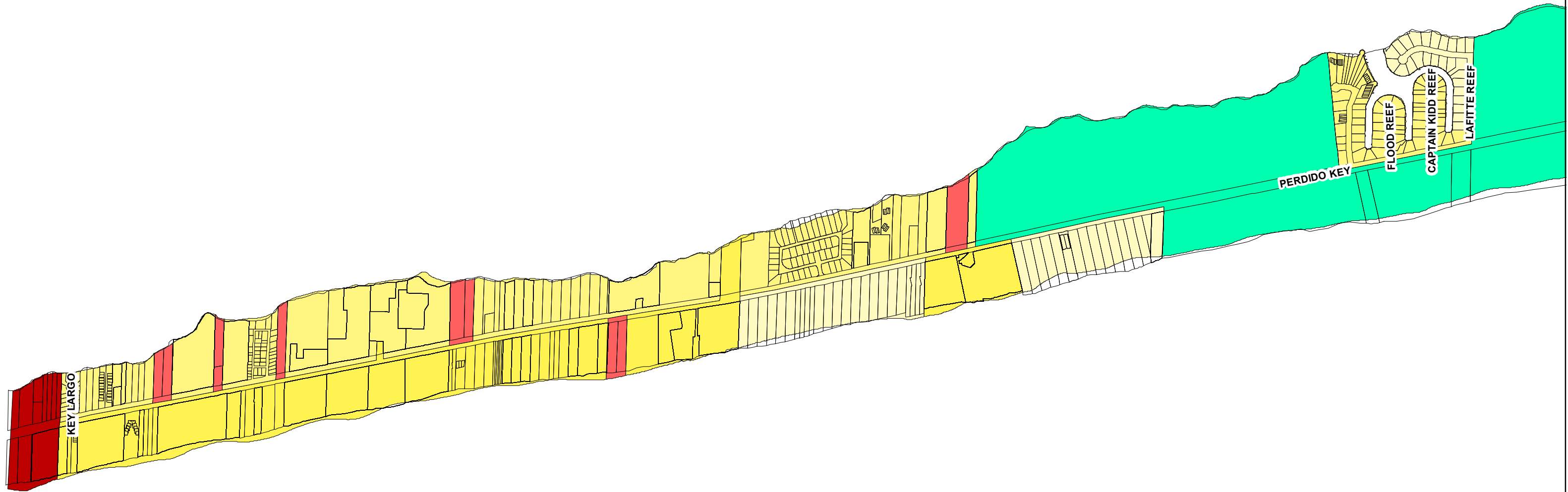
- R-1PK
- R-2PK
- R-3PK
- C-1PK
- CCPK
- CGPK
- PRPK
- S-1PK



Escambia County  
Florida

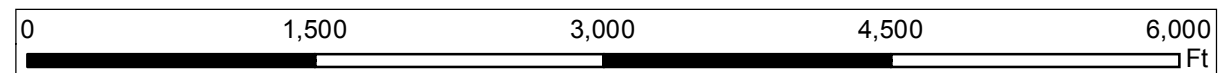
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.



# CURRENT ZONING

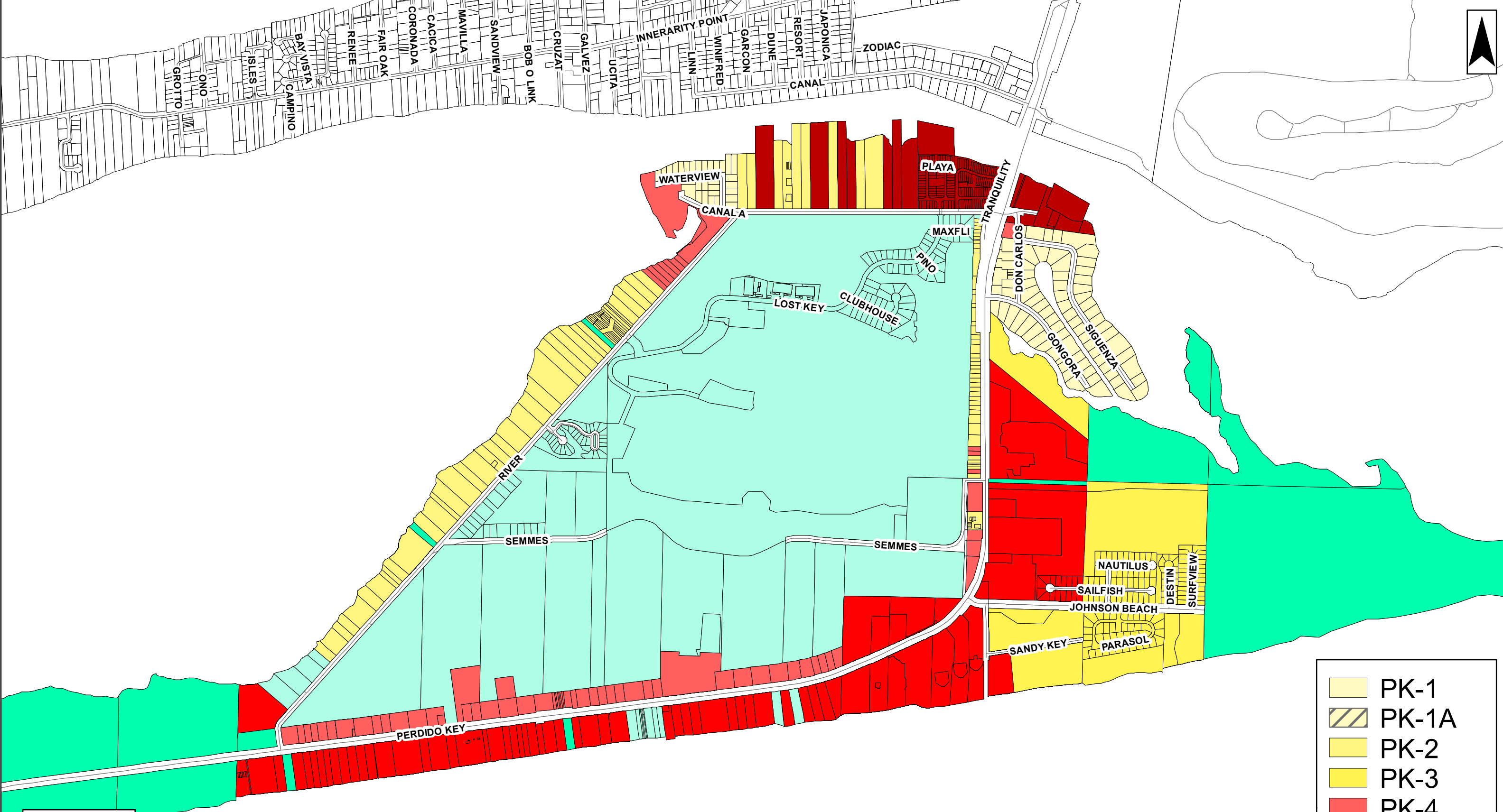
- R-1PK
- R-2PK
- R-3PK
- C-1PK
- CCPK
- CGPK
- PRPK
- S-1PK



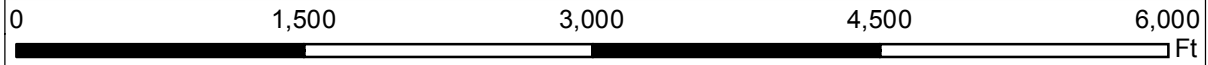
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.




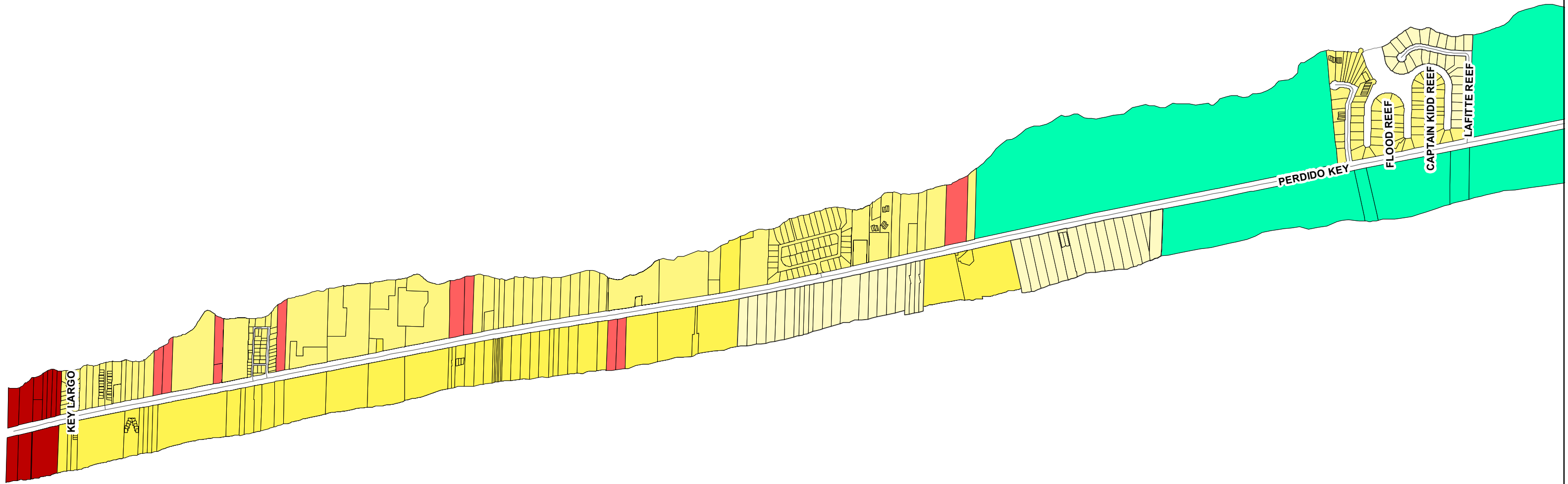


# PROPOSED ZONING



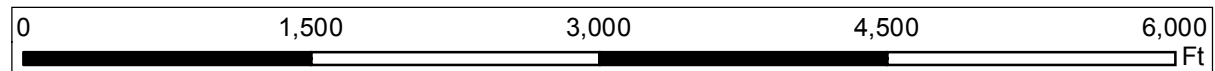
- PK-1
- PK-1A
- PK-2
- PK-3
- PK-4
- PK-CC
- PK-CG
- PK-CON
- PK-SD

  
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.



# PROPOSED ZONING

- PK-1
- PK-1A
- PK-2
- PK-3
- PK-4
- PK-CC
- PK-CG
- PK-CON
- PK-SD



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.