

AGENDA
ESCAMBIA COUNTY PLANNING BOARD
June 3, 2014–8:35 a.m.
Escambia County Central Office Complex
3363 West Park Place, Room 104

1. Call to Order.
2. Proof of Publication.
3. Approval of Minutes.

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the May 6, 2014 Planning Board Meeting.

B. Planning Board Monthly Action Follow-up Report for May 2014.

C. Planning Board 6-Month Outlook for June 2014.

6. Public Hearings.

- A. LSA-2014-03

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

That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to the Department of Economic Opportunity, an Ordinance Amending the 2030 Future Land Use Map.

- B. CPA-2014-02 Future Land Use Densities

A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the 2030 Comprehensive Plan

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption an Ordinance amending Chapter 7 of the 2030 Comprehensive Plan by adding the following language: Density will be determined or governed by the applicable zoning district, unless a dwelling unit cap is established elsewhere in the Comprehensive Plan.

C. Funeral Establishments, Cemeteries, Cinerators and Related Services

A Public Hearing Concerning the Review of an Ordinance Amending Articles 3, 6 and 11

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) amending Article 3, Section 3.02.00 by adding and amending definitions for funeral establishments, cemeteries, cinerators and related consumer services. Amending Article 6 by establishing locational criteria for funeral establishments, cemeteries, cinerators and related consumer services. Amending Article 11 by authorizing certain funeral establishments, cemeteries, cinerators and related consumer services in the Airfield Influence Planning Districts.

7. Action/Discussion/Info Items.
8. Public Forum.
9. Director's Review.
10. County Attorney's Report.
11. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for **Tuesday, July 1, 2014 at 8:35 a.m.**, in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

12. Announcements/Communications.
13. Adjournment.



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Planning Board-Regular
Meeting Date: 06/03/2014

3.

Agenda Item:

- A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the May 6, 2014 Planning Board Meeting.
- B. Planning Board Monthly Action Follow-up Report for May 2014.
- C. Planning Board 6-Month Outlook for June 2014.
-

Attachments

Quasi Mtg Resume

Reg Mtg Resume

Monthly Action Follow-Up Report

Six Month Outlook

DRAFT

**RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL REZONING
May 6, 2014**

**CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:35 A.M. – 9:46 A.M.)**

Present: Wayne Briske, Chairman
Tim Tate, Vice Chairman
David Luther Woodward
Dorothy Davis
Robert V. Goodloe
Karen Sindel
Alvin Wingate
Stephanie Oram, Navy (Non-Voting)

Absent: Patty Hightower, School Board (Non-Voting)

Staff Present: Ryan Ross, Assistant County Attorney
Horace Jones, Interim Director, Development Services
Andrew Holmer, Senior. Planner, Planning & Zoning
Juan Lemos, Senior Planner, Planning & Zoning
Allyson Cain, Urban Planner, Planning & Zoning
John Fisher, Urban Planner, Planning & Zoning
Denise Halstead, Sr Office Assistant
Temeka Mallory, Sr. Office Assistant
Debbie Lockhart, Administrative Assistant

Attendees: Griffin Vickery, Urban Planner

1. Call to Order at 8:35 a.m.
2. Invocation and Pledge of Allegiance were given by Mr. Alvin Wingate.
3. Proof of Publication was given by Board Clerk.

Motion by Robert V. Goodloe, Seconded by Dorothy Davis
Motion was made to accept staff findings and waive the reading of the legal advertisement.

Vote: 7 - 0 Approved

4. Quasi-judicial Process Explanation.
5. Public Hearings.
 - A. Z-2014-08
Applicant: Wiley C. "Buddy" Page, agent
for Gene Foster, Trustee
Address: 2161 Hwy 97 South
From: V-1 Villages Single-Family
Residential District, Gross
Density (one du/acre)
To: V-3 Villages Single-Family
Residential District, Gross
Density (five du/acre)

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 Dorothy Davis
Motion was made to recommend that Mr. Buddy page be treated as an expert witness.

Vote: 7 - 0 Approved

Motion by Robert V. Goodloe, Seconded by Karen Sindel
Motion of continuation of case until June 3, 2014 Planning Board Meeting.

Vote: 5 - 1 Approved

Voted No: Tim Tate

6. Adjournment at 9:46 a.m.

DRAFT

RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD REGULAR MEETING

May 6, 2014

**CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(10:01 A.M. – 12:58 P.M.)**

Present: Wayne Briske, Chairman
Tim Tate, Vice Chairman
David Luther Woodward
Dorothy Davis
Robert V. Goodloe
Karen Sindel
Alvin Wingate
Stephanie Oram, Navy (Non-Voting)

Absent: Patty Hightower, School Board (Non-Voting)

Staff Present: Ryan Ross, Assistant County Attorney
Horace Jones, Interim Director, Development Services
Andrew Holmer, Senior. Planner, Planning & Zoning
Juan Lemos, Senior Planner, Planning & Zoning
Allyson Cain, Urban Planner, Planning & Zoning
John Fisher, Urban Planner, Planning & Zoning
Denise Halstead, Sr Office Assistant
Temeka Mallory, Sr. Office Assistant
Debbie Lockhart, Administrative Assistant

Attendees: Griffin Vickery, Urban Planner

1. Call to Order at 10:01 a.m.
2. Proof of Publication.
3. Approval of Minutes.

Motion by Robert V. Goodloe, Seconded by Tim Tate
Motion was made to approve the minutes from the April 1, 2014 Planning Board Meeting.

Vote: 6 - 0 Approved

Other: David Luther Woodward (ABSENT)

4. Public Hearings.

Mr. Woodward returned at 10:06 a.m.

A. LDC Ordinance Article 13.11.00, "Swimming Pools"

Motion by Karen Sindel, Seconded by Tim Tate
Motion was made to recommend approval to the BCC.

Vote: 7 - 0 Approved

B. Minimum Lot Size and Distance Standards for Stables

Motion by Tim Tate, Seconded by Dorothy Davis
Motion was made to recommend approval to the BCC with amended changes.

Vote: 7 - 0 Approved

C. Amendments to Development Agreement for UWF Campus Master Plan

Motion by Tim Tate, Seconded by Karen Sindel
Motion was made to recommend approval to the BCC.

Vote: 7 - 0 Approved

5. Action/Discussion/Info Items.

A. Cinerators as an Accessory Use, presentation by Juan LemosStaff to present an Ordinance modifying multiple definitions in Articles 3, 6, and 11 of the Land Development Code, and establishing permitted and conditional use criteria for activities related to funeral, cemetery and consumer services throughout the County.

The Planning Board gave direction to bring back as conditional use adding definition for direct disposal to Ordinance.

B. Land Development Code RewriteContinuation of Land Development Code Review.

6. Public Forum.

7. Director's Review.

8. County Attorney's Report.

9. Scheduling of Future Meetings.

The next Regular Planning Board meeting is scheduled for Tuesday, **June 3, 2014 at 8:35 a.m.** , in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

10. Announcements/Communications.
11. Adjournment at 12:58 p.m.



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: Temeka Mallory, Board Clerk
DATE: May 23, 2014
RE: Monthly Action Follow-Up Report for May 2014

Following is a status report of Planning Board (PB) agenda items for the prior month of **May**. 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

COMMITTEES & WORKING GROUP MEETINGS

COMPREHENSIVE PLAN AMENDMENTS

- **Text Amendments:**

- **Map Amendments:**

LSA-2014-01 (Stone Blvd)

3/4/14 PB recommended approval to BCC
4/3/14 BCC approved transmittal to DEO
5/8/14 Received notice from DEO-No Comments
6/26/14 BCC Meeting

LSA-2014-02 (Isaacs Ln)

4/1/14 PB recommended approval to BCC
4/29/14 BCC approved transmittal to DEO

LAND DEVELOPMENT CODE ORDINANCES

Swimming Pools

5/6/14 PB recommended approval to BCC
6/3/14 BCC Meeting

Horse Stables

5/6/14 PB recommended approval to BCC

6/3/14 BCC Meeting

REZONING CASES

1. Rezoning Case Z-2014-08

5/6/14 Case tabled until 6/3/14 PB meeting

PLANNING BOARD MONTHLY SCHEDULE SIX MONTH OUTLOOK FOR June 2014

(Revised 05/23/14)

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
Tuesday, June 3, 2014	<ul style="list-style-type: none"> • Allow Cinerators in C-2 with Conditional Use Approval 	<ul style="list-style-type: none"> • LSA-2014-03 • CPA-2014-02 	<ul style="list-style-type: none"> • Z-2014-08 	
Tuesday, June 17, 2014				<ul style="list-style-type: none"> • LDC Revisions – Chapter 2 & 3
Tuesday, July 1, 2014				
Tuesday, August 5, 2014				
Tuesday, September 2, 2014				
Tuesday, October 7, 2014				
Tuesday, November 4, 2014				

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

6. A.

Meeting Date: 06/03/2014

Issue: LSA-2014-03

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 Board review and recommend to the Board of County Commissioners (BCC) for transmittal to the Department of Economic Opportunity, an Ordinance Amending the 2030 Future Land Use Map.

BACKGROUND:

The applicant is requesting a Future Land Use (FLU) map amendment to change the FLU category of a 115-acre two-parcel site on W. Nine Mile Road from Rural Community to Mixed-Use Suburban. The current zoning designation of the referenced parcels is R-3, a one-family and two-family medium density district. The FLU change is proposed to allow a single-family residential subdivision of approximately 275 lots for which no zoning change would be required.

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 Ryan Ross, 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 FLU map 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

Ordinance

Application Packet

Staff Analysis

Maps

ORDINANCE NUMBER 2014-____

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 TWO PARCELS WITHIN SECTION 01, TOWNSHIP 1S, RANGE 32W, PARCEL NUMBERS 3100-001-001 AND 3100-003-001, TOTALING 117 ACRES, LOCATED OFF 9600 BLOCK OF WEST NINE MILE ROAD FROM RURAL COMMUNITY (RC) TO MIXED-USE SUBURBAN (MUS); 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 2014-03."
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 Two Parcels Within Section 01, Township 1S, Range 32W, Parcel
23 Numbers 3100-001-001 and 3100-003-001 totaling 117 acres, located in
24 the 9600 block of West Nine Mile Road, as more particularly described by
25 Rebol-Battle & Associates, Civil Engineering and Surveying Services, in
26 the boundary survey dated April 29, 2014, attached as Exhibit A, from
27 Rural Community (RC) to Mixed-Use Suburban (MU-S) .
28

29
30 **Section 4. Severability**

31
32 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
33 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
34 the validity of the remaining portions of this Ordinance.
35

36
37 **Section 5. Inclusion in the Code**

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

1
2 **Section 6. Effective Date**
3

4 Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become
5 effective until 31 days after the Department of Economic Opportunity notifies Escambia
6 County that the plan amendment package is complete. If timely challenged, this
7 Ordinance shall not become effective until the Department of Economic Opportunity or
8 the Administration Commission enters a final order determining the Ordinance to be in
9 compliance.
10

11
12
13 **DONE AND ENACTED** this _____ day of _____, 2014.
14

15
16 BOARD OF COUNTY COMMISSIONERS
17 OF ESCAMBIA COUNTY, FLORIDA
18

19
20 By: _____
21 Lumon J. May, Chairman
22

23 ATTEST: PAM CHILDERS
24 CLERK OF THE CIRCUIT COURT
25

26
27 By: _____
28 Deputy Clerk
29

30
31
32 (SEAL)
33

34
35 ENACTED:
36

37
38 FILED WITH THE DEPARTMENT OF STATE:
39

40
41 EFFECTIVE DATE:
42
43

LSA 2014-03

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____

LARGE SCALE FLU AMENDMENT _____ X _____

Current FLU: RC Desired FLU: MU-S Zoning: R-3 Taken by: _____

Planning Board Public Hearing, date(s): June 3, 2014

BCC Public Hearing, proposed date(s): July 10, 2014

Fees Paid _____ Receipt # _____ Date: _____

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

Name: Rick Olson (Olson Land Partners, LLC)

Address: 4300 Legendary Drive, Suite 234

City: Destin State: FL Zip Code: 32541

Telephone: (850) 830-7425

Email: rick@olsonlandpartners.com

DESCRIPTION OF PROPERTY:

Street address: 9600 W. Nine Mile Road, Pensacola, FL 32526

Subdivision: _____

Property reference number: Section 01 Township 1S Range 32W

Parcel 3100 Lot #1: 001 Block 001

#2: 003

Size of Property (acres) #1: 76 acres

#2: 41 acres

**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.

[Signature] Rick Olson (Olson Land Partners, LLC) 04-18-14
 Signature (Property Owner) Printed Name Date

[Signature] Erica Floyd, P.E. (Gulf Civil Engineering, LLC) 04-18-14
 Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 4300 Legendary Drive, Suite 234

City: Destin State: FL Zip: 32541

Telephone (850) 830-7425 Fax # () _____ - _____

Email: rick@olsonlandpartners.com

STATE OF Florida
 COUNTY OF Okaloosa

The forgoing instrument was acknowledged before me this 18th day of April, year of 2014 by Rick Olson who did () did not take an oath. () He/she is personally known to me, () produced current Florida/Other driver's license, and/or () produced current _____ as identification.

[Signature] 04-18-14 Megan R. Magrath
 Signature of Notary Public Date Printed Name of Notary

My Commission Expires 03/07/2017 Commission No. EE 870865
 (Notary seal must be affixed)



AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 9600 W. Nine Mile Road,
Pensacola, Florida, Property Reference Number(s) 01-1S-32-3100-001-001 & 01-1S-32-3100-003-001,

I hereby designate Erica Floyd, P.E., 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 18th day of April, the year of
2014, 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.

[Handwritten signature of Erica Floyd]
[Handwritten signature of Erica Floyd]

04-18-14

Rick Olson, Olson Land Partners, LLC

Signature of Property Owner

Date

Printed Name of Property Owner

[Handwritten signature of Erica Floyd]

04-18-14

Erica Floyd, P.E., Gulf Civil Engineering, LLC

Signature of Agent

Date

Printed Name of Agent

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 18th day of April, year of
2014, by Rick Olson who did () did not take an
oath.

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

[Handwritten signature of Megan Magrath]

04-18-14

Megan Magrath

Signature of Notary Public

Date

Printed Name of Notary Public

Commission Number EE 870865 My Commission Expires 03/07/2017

(Notary seal must be affixed)



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

Project name:

Residential Subdivision at 9600 W. Nine Mile Road

Property reference #: Section 01 Township 1S Range 32W

Parcel # #1: 01-1S-32-3100-001-001

Project Address: #2: 01-1S-32-3100-003-001

9600 W. Nine Mile Road, Pensacola, FL 32526

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 21st DAY OF April, 2014


Owner's signature

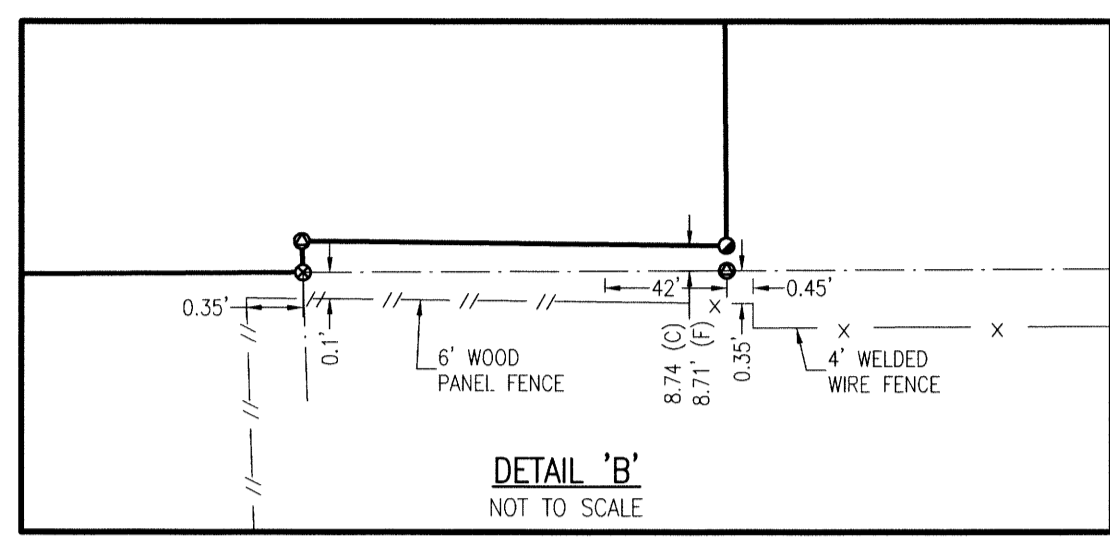
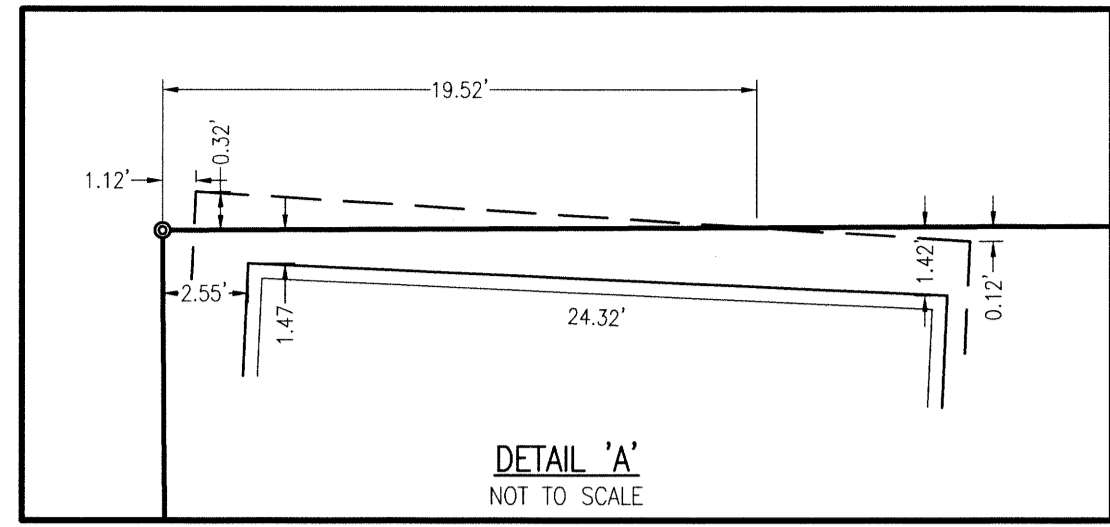
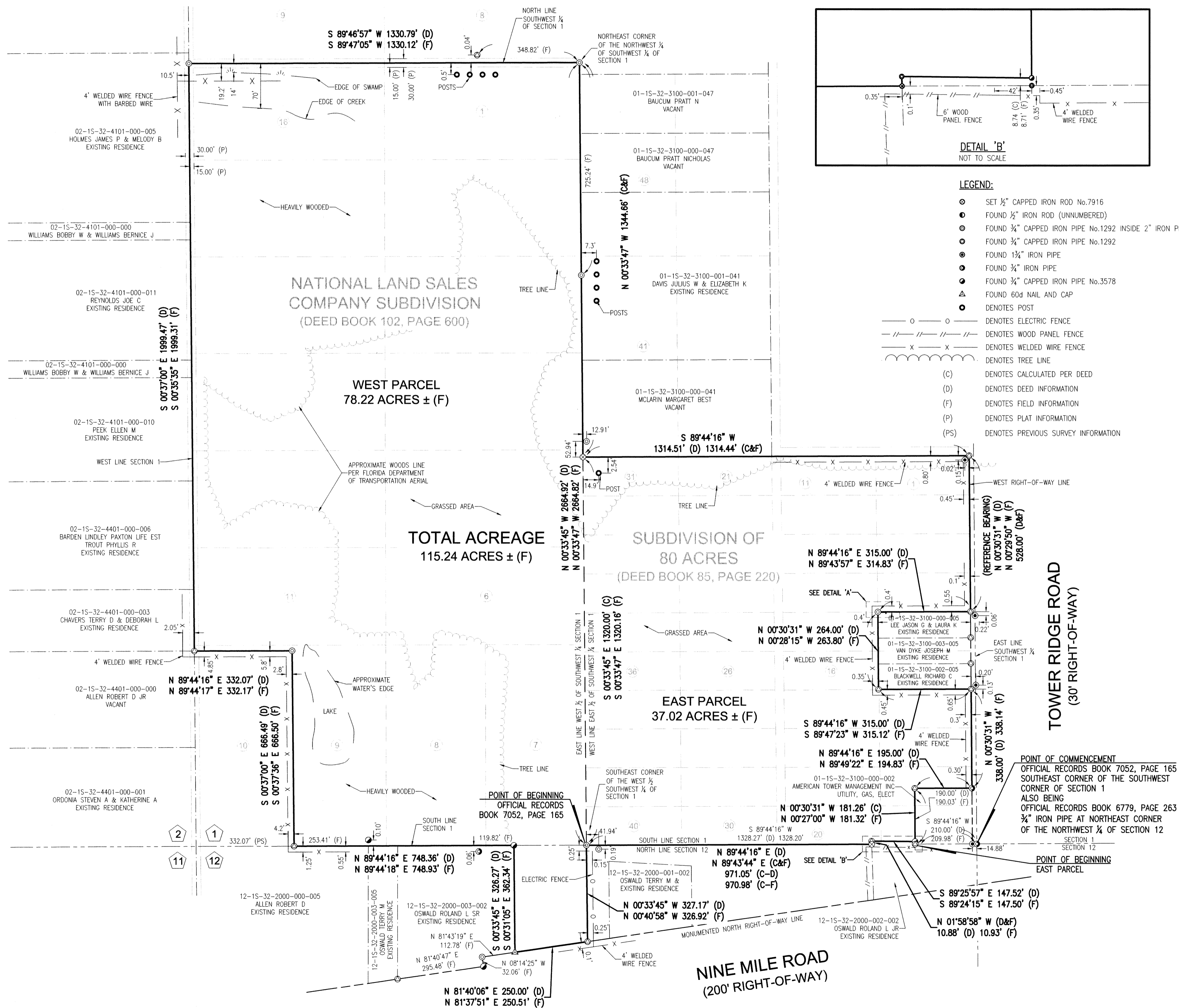
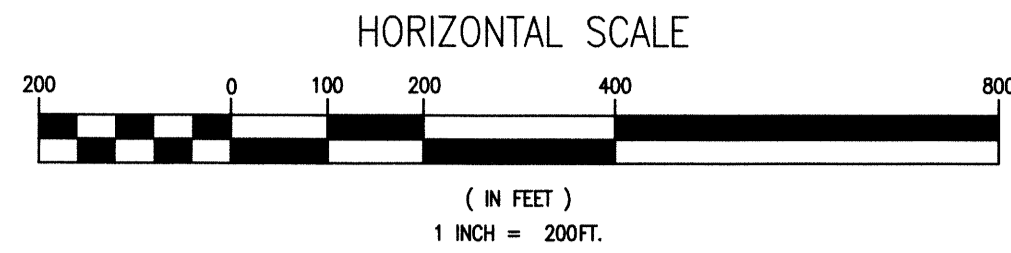
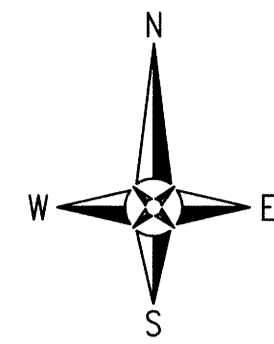
Agent's signature

Rick Olson, Olson Land Partners, LLC

Owner's name (print)

Erica Floyd, P.E., Gulf Civil Engineering, LLC

Agent's name (print)



- LEGEND:**
- SET 1/2" CAPPED IRON ROD No.7916
 - FOUND 1/2" IRON ROD (UNNUMBERED)
 - FOUND 3/4" CAPPED IRON PIPE No.1292 INSIDE 2" IRON PIPE
 - FOUND 3/4" CAPPED IRON PIPE No.1292
 - FOUND 1 1/4" IRON PIPE
 - FOUND 3/4" IRON PIPE
 - FOUND 3/4" CAPPED IRON PIPE No.3578
 - △ FOUND 60d NAIL AND CAP
 - DENOTES POST
 - — — — — DENOTES ELECTRIC FENCE
 - — — — — DENOTES WOOD PANEL FENCE
 - — — — — DENOTES WELDED WIRE FENCE
 - — — — — DENOTES TREE LINE
 - (C) DENOTES CALCULATED PER DEED
 - (D) DENOTES DEED INFORMATION
 - (F) DENOTES FIELD INFORMATION
 - (P) DENOTES PLAT INFORMATION
 - (PS) DENOTES PREVIOUS SURVEY INFORMATION

DESCRIPTION: (OFFICIAL RECORDS BOOK 6779, PAGE 263)
 COMMENCING AT A 3/4" IRON PIPE LOCATED AT THE N.E. CORNER OF THE N.W. 1/4 OF SECTION 12, T-1-S, R-32-W, ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°44'16" W. ALONG THE NORTH LINE OF SAID SECTION 12 FOR 210.00' TO AN IRON PIPE AND POINT OF BEGINNING; THENCE N. 00°30'31" W. AND PARALLEL WITH THE EAST LINE OF THE S.W. 1/4 OF SECTION 1 FOR 190.00'; THENCE N. 89°44'16" E. FOR 195.00' TO AN IRON PIPE ON THE WEST R/W LINE OF TOWER RIDGE ROAD (30' R/W); THENCE N. 00°30'31" W. ALONG SAID WEST R/W LINE (BEING PARALLEL WITH AND 15.0' WEST OF THE EAST LINE OF THE S.W. 1/4 OF SAID SECTION 1) FOR 338.00' TO AN IRON PIPE; THENCE S. 89°44'16" W. FOR 315.00' TO AN IRON PIPE; THENCE N. 00°30'31" W. FOR 264.00' TO AN IRON PIPE; THENCE N. 89°44'16" E. FOR 315.00' TO AN IRON PIPE ON THE WEST R/W LINE OF SAID TOWER RIDGE ROAD; THENCE N. 00°30'31" W. FOR 528.00'; THENCE S. 89°44'16" W. (BEING THE NORTH BOUNDARY OF PLAT RECORDED IN DEED BOOK 85 AT PAGE 220, AND ALSO BEING 1320.0' NORTH OF THE SOUTH LINE OF SAID SECTION 1) FOR 1314.51' TO AN IRON PIPE ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTH LINE OF SAID SECTION 1; THENCE S. 00°33'45" E. ALONG THE WEST LINE OF THE EAST 1/2 OF THE S.W. 1/4 AND THE PROJECTION THEREOF FOR 1,659.33' TO AN IRON PIPE ON THE NORTH R/W LINE OF NINE MILE ROAD (200' R/W); THENCE N. 81°40'06" E. ALONG SAID NORTH R/W LINE FOR 984.76' TO AN IRON PIPE; THENCE N. 01°58'58" W. FOR 199.90' TO AN IRON PIPE BEING 10.89' NORTH OF THE NORTH LINE OF SAID SECTION 12; THENCE S. 89°25'57" E. FOR 147.52' TO AN IRON PIPE; THENCE S. 00°30'31" E. FOR 8.74' TO POINT OF BEGINNING.
 LESS AND EXCEPT THAT PORTION LYING SOUTH OF SECTION 1, T-1-S, R-32-W, ESCAMBIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: DESCRIPTION BY REBOL-BATTLE & ASSOCIATES
 COMMENCE AT A 3/4" IRON PIPE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 89°44'16" WEST ALONG THE NORTH LINE OF SAID SECTION 12 FOR A DISTANCE OF 210.00 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE PROCEED NORTH 00°30'31" WEST AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, FOR A DISTANCE OF 190.00 FEET; THENCE PROCEED NORTH 89°44'16" EAST FOR A DISTANCE OF 195.00 FEET TO AN IRON PIPE ON THE WEST RIGHT-OF-WAY (R/W) LINE OF TOWER RIDGE ROAD (30' R/W); THENCE PROCEED NORTH 00°30'31" WEST ALONG SAID WEST R/W LINE (BEING PARALLEL WITH AND 15.0' WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1) FOR A DISTANCE OF 338.00 FEET TO AN IRON PIPE; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89°44'16" WEST FOR A DISTANCE OF 315.00 FEET TO AN IRON PIPE; THENCE PROCEED NORTH 00°30'31" WEST FOR A DISTANCE OF 264.00 FEET TO AN IRON PIPE; THENCE PROCEED NORTH 00°30'31" WEST FOR A DISTANCE OF 315.00 FEET TO AN IRON PIPE ON THE WEST R/W LINE OF SAID TOWER RIDGE ROAD; THENCE PROCEED NORTH 00°30'31" WEST ALONG SAID WEST R/W LINE FOR A DISTANCE OF 528.00 FEET; THENCE DEPARTING SAID WEST R/W LINE, PROCEED SOUTH 89°44'16" WEST (BEING THE NORTH BOUNDARY OF THE PLAT RECORDED IN DEED BOOK 85, AT PAGE 220, AND ALSO BEING 1320.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 1) FOR A DISTANCE OF 1314.51 FEET TO AN IRON PIPE ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE PROCEED SOUTH 00°33'45" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 1; THENCE PROCEED NORTH 89°44'16" EAST ALONG THE SOUTH LINE OF SAID SECTION 1 FOR A DISTANCE OF 971.05 FEET TO AN IRON PIPE; THENCE DEPARTING THE SOUTH LINE OF SAID SECTION 1, PROCEED NORTH 01°58'58" WEST FOR A DISTANCE OF 10.88 FEET TO AN IRON PIPE; THENCE PROCEED SOUTH 89°25'57" EAST FOR A DISTANCE OF 147.52 FEET TO AN IRON PIPE; THENCE PROCEED SOUTH 00°30'31" EAST FOR A DISTANCE OF 8.74 FEET TO THE POINT OF BEGINNING.
 Lying in and being a portion of SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 37.02 ACRES MORE OR LESS.

DESCRIPTION: (OFFICIAL RECORDS BOOK 7052, PAGE 165)
 COMMENCING AT A 3/4" IRON PIPE AT THE S.E. CORNER OF THE S.W. 1/4 OF SECTION 1, T-1-S, R-32-W, ESCAMBIA COUNTY, FLORIDA; THENCE S. 89°44'16" W. ALONG THE SOUTH LINE OF SAID SECTION FOR 1328.27' TO AN IRON PIPE ON THE EAST LINE OF THE WEST 1/2 OF THE S.W. 1/4 OF SAID SECTION 1 AND POINT OF BEGINNING; THENCE N. 00°33'45" W. ALONG SAID EAST LINE OF THE WEST 1/2 OF THE S.W. 1/4 OF SAID SECTION 1 AND POINT OF BEGINNING; THENCE S. 89°46'57" W. ALONG THE NORTH LINE OF SAID S.W. 1/4 FOR 1330.79' TO AN IRON PIPE ON THE WEST LINE OF SAID SECTION 1; THENCE S. 00°37'00" E. ALONG SAID WEST SECTION LINE FOR 1999.47' TO AN IRON PIPE; THENCE N. 89°44'16" E. FOR 332.07' TO AN IRON PIPE; THENCE S. 00°37'00" E. FOR 666.49' TO AN IRON PIPE ON THE SOUTH LINE OF SAID SECTION 1; THENCE N. 89°44'16" E. ALONG SAID SOUTH SECTION LINE FOR 748.36'; THENCE S. 00°33'45" E. FOR 362.27' TO THE NORTH R/W LINE OF NINE MILE ROAD (200' R/W); THENCE N. 81°40'06" E. ALONG SAID NORTH R/W LINE OF 250.00'; THENCE N. 00°33'45" W. FOR 327.17' TO THE POINT OF BEGINNING.

- GENERAL NOTES:**
- NORTH AND THE SURVEY DATA SHOWN HEREON IS REFERENCED TO THE DEED BEARING OF NORTH 00°30'31" WEST ALONG THE HALF SECTION LINE OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK 7052, AT PAGE 165 OF THE PUBLIC RECORDS OF THE ESCAMBIA COUNTY, FLORIDA, A COPY OF A PREVIOUS SURVEY OF THE SUBJECT PROPERTY PERFORMED BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418, DATED 4/17/87 & 9/10/87), COPY OF THE NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 32 WEST AND THE SOUTH 160 ACRES OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN DEED BOOK 102, AT PAGE 600 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF SUBDIVISION OF 80 ACRES BY W.J. OWEN AND C.W. MILLER AS RECORDED IN DEED BOOK 85, AT PAGE 220 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, COPY OF A PREVIOUS BOUNDARY SURVEY BY PROFESSIONAL ENGINEERING ASSOCIATES INCORPORATED (JOB NUMBER 6418-A, DATED 12/2/89) OF THE UNPLATTED THREE PARCELS ABUTTING AND ADJACENT TO THE SUBJECT PROPERTY ON TOWER RIDGE ROAD, COPY OF ST. REGIS FIELD NOTES FOR THE N.E. CORNER OF SECTION 1 (FIELD BOOK T-17, PAGE 21), COPY OF ESCAMBIA COUNTY ENGINEERING SURVEY FIELD NOTES FOR TOWER RIDGE ROAD (DATED 3/10/75), COPY OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SURVEY SECTIONAL FIELD NOTES (DATED 11/1/79), DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
 - MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL FEET.
 - NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
 - THE DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 6779, AT PAGE 263 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA (THE LAST "AND ALSO" PARCEL - 41.3 ACRES +/-) CONTAINS AN APPARENT ERROR RESULTING IN A CLOSURE THAT EXCEEDS THE MINIMUM TECHNICAL STANDARDS. IT IS THE OPINION OF THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER THAT THE DISTANCE OF 1,659.33' AT LINE NUMBER 14 FROM THE BEGINNING IS A TYPOGRAPHICAL ERROR. THE DISTANCE SHOULD READ 1647.18' AS CALCULATED FROM THE PREVIOUS SURVEY, WHICH RESULTS IN A CLOSURE EXCEEDING THE MINIMUM TECHNICAL STANDARDS AND A CLOSE MATCH TO THE FIELD MONUMENTATION FOUND. THE ABOVE DESCRIPTION HAS BEEN REDESCRIBED BY REBOL-BATTLE & ASSOCIATES AND IS INCLUDED HEREON.
 - VISIBLE IMPROVEMENTS ARE NOT SHOWN AS OF THIS DATE.
 - VISIBLE ENCROACHMENTS ARE AS SHOWN HEREON. THERE ARE FARM FENCES AND OR FENCE LINES (WOODEN FENCE POSTS - NO WIRE) UPON AND ADJACENT TO THE SUBJECT PROPERTY. SAID FENCES WERE LOCATED ADJACENT TO THE NEAREST BOUNDARY CORNERS ONLY AND THERE MAY BE AREAS OF FENCES/FENCE LINES IN WOODED AREAS THAT HAVE NOT BEEN VERIFIED OR LOCATED AT THIS DATE.
 - THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
 - GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. THE CENTER POINT OF TREES AS SHOWN HEREON ARE ACCURATELY PLOTTED TO THE SCALE SHOWN. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
 - THERE ARE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND OR U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS UPON THE SUBJECT PROPERTY. JURISDICTIONAL AREAS AND OR WETLANDS DELINEATION FLAGS AS PLACED BY OTHERS WERE NOT LOCATED OR DELINEATED UPON THIS SURVEY AS OF THIS DATE.
 - THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

SURVEYOR'S CERTIFICATE:
 THE SURVEY SHOWN HEREON WAS PREPARED IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 & 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 BY: *Mark A. Norris* DATE: 4/29/2014
 FLORIDA REGISTRATION NO. 6211

RBA
REBOL-BATTLE & ASSOCIATES
 Civil Engineers and Surveyors
 2301 N. Ninth Avenue, Suite 300
 Tallahassee, Florida 32304
 Telephone: 904.538.4600 Fax: 904.438.0448
 EB 00006857 LB 1916

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

OSWALD & McNAUGHTON
PARCELS
 A PORTION OF SECTION 1, 12 TOWNSHIP: 1 SOUTH COUNTY: ESCAMBIA RANGE: 32 WEST STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN

PROJECT NO:	2014.064
DRAWN BY:	GBD
CHECKED BY:	MAN
SCALE:	1" = 200'
F.B.:	14-03
P.G.:	51-55
DATE:	4-29-2014

BOUNDARY SURVEY
 OLSON LAND PARTNERS
 ERICA FLOYD GCE
 PREPARED FOR:
 REQUESTED BY:
 1 of 1

10.00
25.50
.70
3.00
39.20

Without benefit of title examination
this instrument prepared by:
William V. Linne, Esquire
127 Palafox Place - Suite 100
P.O. Box 12347
Pensacola, FL 32591-2347

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **TERRY M. OSWALD**, a married woman, whose address is 9650 Mobile Highway, Pensacola, Florida 32526, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, conveyed and granted unto **TERRY M. OSWALD and ROLAND L. OSWALD, SR.**, as Trustees under the Revocable Living Trust Agreement of Terry M. Oswald, dated April 11, 1997, whose address is 9650 Mobile Highway, Pensacola, Florida 32526, their successors and assigns, forever, the real property located in Escambia County, Florida, described as follows:

SEE EXHIBIT "A"

The above-described property is not the constitutional homestead of the Grantor.

The above property is subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to liens, encumbrances, oil, gas and mineral reservations of record.

In the event of the resignation, death or inability of either Terry M. Oswald or Roland L. Oswald to manage the affairs of the Trust (as determined by two qualified physicians), then the remaining Trustees shall continue to serve as sole Trustee. In the event of the resignation, death or inability of Terry M. Oswald and Roland L. Oswald to manage the affairs of the Trust (as determined by two qualified physicians), then **REBECCA O. CICCARELLI** shall serve as successor Trustee. In the event of the resignation, death or inability of Rebecca O. Ciccarelli to manage the affairs of the Trust (as determined by two qualified physicians), then **SHARRON O. DeWEESE** shall serve as successor Trustee. In the event of the resignation, death or inability of Sharron W. DeWeese, to manage the affairs of the Trust (as determined by two qualified physicians), then **ROLAND L. OSWALD, JR.** shall serve as successor Trustee.

For so long as Terry M. Oswald or Roland L. Oswald are serving as Trustees, either of them may execute documents on behalf of both Trustees.

Said Trustees are vested with full rights of ownership over said real property, or the interest therein with full power and authority to deal in and with said real property, and the interest therein or any part thereof. Said Trustees are hereby conferred, pursuant to the requirements of Florida Statute Section 689.071, with the full power and authority to either protect, conserve, and to sell, or to lease, or to encumber, or otherwise manage and dispose of said real property, described above.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining. To have and to hold the same unto the Grantees named, their successors and assigns forever.

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

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 1st day of
March _____, 2011.

Heather L Eberhart
Print Name of 1st Witness: Heather L Eberhart

Terry M. Oswald
TERRY M. OSWALD

Shirley F. Linne
Print Name of 2nd Witness: Shirley F. Linne

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of March,
2011, by TERRY M. OSWALD, who is:

- personally known to me
 produced _____ as identification.



NOTARY PUBLIC Shirley F. Linne
Typed Name: Shirley F. Linne
Commission Expires: April 10, 2014
Commission No.: DD 955020

clients/oswald/deed-esc.-mrs. oswald trust

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
DANIEL M. HUNTER, ESQUIRE, of
Hunter & Marchman, P.A.
1360 Palmetto Avenue
Post Office Box 340
Winter Park, Florida 32790

WARRANTY DEED

THIS INDENTURE, made this 22 day of July 2013 between CAROL ANN MCNAUGHTON, an unmarried widow, Grantor, and CAROL ANN MCNAUGHTON or her successors, as Trustee of the CAROL ANN MCNAUGHTON REVOCABLE TRUST dated July 2, 2013, whose post office address is 4520 Ironstone Circle, Orlando, FL 32812, of the County of Orange, State of Florida, Grantee (Grantor and Grantee being used for singular or plural, as context requires),

WITNESSETH: That said Grantor, for and in consideration of the sum of **TEN AND NO/100 (\$10.00) DOLLARS**, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Commencing at a $\frac{3}{4}$ " iron pipe at the S.E. corner of the S.W. $\frac{1}{4}$ of Section 1, T-1-S, R-32-W., Escambia County, Florida; thence S. $89^{\circ}44'16''$ W. along the South line of said section for 1328.27' to an iron pipe on the east line of the West $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of said Section 1 and Point of Beginning; thence N. $00^{\circ}33'45''$ W. along said East line of the West $\frac{1}{2}$ for 2664.92' to an iron pipe at the N.E. corner of the N.W. $\frac{1}{4}$ of said S.W. $\frac{1}{4}$; thence S $89^{\circ}46'57''$ W. along the North line of said S.W. $\frac{1}{4}$ for 1330.79' to an iron pipe on the West line of said Section 1, thence S. $00^{\circ}37'00''$ E. along said West section line for 1999.47' to an iron pipe; thence N. $89^{\circ}44'16''$ E. for 332.07' to an iron pipe; thence S. $00^{\circ}37'00''$ E. for 666.49' to an iron pipe on the south line of said Section 1; thence N. $89^{\circ}44'16''$ E. along said South section line for 748.36'; thence S. $00^{\circ}33'45''$ E. for 362.27' to the North R/W line of Nine Mile Road (200'R/W); thence N. $81^{\circ}40'06''$ E. along said North R/W line of 250.00'; thence N. $00^{\circ}33'45''$ W. for 327.17' to the Point of Beginning.

All lying and being in Sections 1 and 12, T-1-S, R-32-W., Escambia County, Florida.

Less public roadways and right-of-ways of record.

Property Appraiser's Parcel I.D. No: a portion of 01-1S-32-3100-001-001

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

The Trustee is granted the power and authority to protect, conserve and to sell the property and further authority to lease, encumber or otherwise to manage and dispose of the real property as provided for by Fla. Statute 689.071.

In no case shall any party dealing with trustee in relation to the real estate or to whom the real estate or any part thereof is conveyed, contracted to be sold, leased, or mortgaged by trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the real estate, or be obliged to see that the terms of the trust have been complied with or be obliged to inquire into the necessity or expediency of any act of trustee, or obliged or privileged to inquire into any of the terms of the trust agreement. Every deed, trust deed, mortgage, lease or other instrument executed by trustee in relation to the real estate shall be conclusive evidence in favor of every person relying on or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created herein and by the trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions, and limitations contained herein and in the trust agreement or in the amendments thereof, and binding on all beneficiaries, (c) that trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties, and obligations of its, his, or their predecessor in trust.

Notwithstanding anything hereinabove contained to the contrary, Grantor reserves the right to occupy the hereinabove described real property as homestead until Grantor's death or until the termination of this trust, whichever shall first occur. The Terms of this Trust provide for the present possessory right of possession of any Homestead property in compliance with F.S. 196.031(1) which would entitle said real property to Homestead Exemption status if all of the requirements are met.

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

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

Signed, sealed and delivered
in our presence:

Susan Tucker
Witness
Printed name SUSAN TUCKER

Carol Ann McNaughton
CAROL ANN MCNAUGHTON, Grantor
4520 Ironstone Circle, Orlando, FL 32812

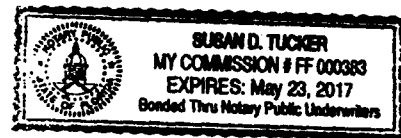
Kenneth R. Marchman
Witness
Printed name KENNETH R. MARCHMAN

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared CAROL ANN MCNAUGHTON, who is personally known to me or who have produced _____, as identification, and who did take an oath and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of July 2013.

Susan D. Tucker
NOTARY PUBLIC



Vacant Land Contract



PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: Carol A. McNaughton ("Seller") and Olson Land Partners, LLC ("Buyer") agree to sell and buy on the terms and conditions specified below the property ("Property") described as: Address: 9600 BLK of Mobile Hwy, Pensacola, FL Legal Description: Lengthy, see attached including all improvements and the following additional property:

PRICE AND FINANCING

2. PURCHASE PRICE: \$ [redacted] payable by Buyer in U.S. funds as follows: (a) \$ [redacted] Deposit received (checks are subject to clearance) on March 11, 2014 by [redacted] Signature TBD Name of Company (Address of Escrow Agent) (Phone # of Escrow Agent) (b) \$ Additional deposit to be delivered to Escrow Agent by or days from Effective Date (10 days if left blank). (c) Total financing (see Paragraph 3 below) (express as a dollar amount or percentage) (d) \$ Other: (e) \$ [redacted] Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

(f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is lot acre square foot other (specify:) prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:

3. CASH/FINANCING: (Check as applicable) [X] (a) Buyer will pay cash for the Property with no financing contingency. (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). Buyer will apply for Financing within days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties. (1) New Financing: Buyer will secure a commitment for new third party financing for \$ or % of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker. (2) Seller Financing: Buyer will execute a first second purchase money note and mortgage to Seller in the amount of \$, bearing annual interest at % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

Buyer () and Seller CAM () acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.

51 option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with
52 interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if
53 applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer
54 authorizes Seller to obtain credit, employment and other necessary information to determine creditworthiness for the
55 financing. Seller will, within 10 days from Effective Date, give Buyer written notice of whether or not Seller will make the loan.
56 (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to _____
57
58 LN# _____ in the approximate amount of \$ _____ currently payable at
59 \$ _____ per month including principal, interest, taxes and insurance and having a fixed other
60 (describe) _____
61 interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage will be
62 adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow
63 account dollar for dollar. If the lender disapproves Buyer, or the interest rate upon transfer exceeds _____% or the
64 assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement
65 will terminate and Buyer's deposit(s) will be returned.

66 **CLOSING**

67 **4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on May 20
68 2014 ("Closing Date"). Unless the Closing Date is specifically extended by the Buyer and Seller or by any other provision in this
69 Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study
70 periods. If on Closing Date insurance underwriting is suspended, Buyer may postpone closing up to 5 days after the insurance
71 suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller-provided title
72 evidence, surveys, association documents and other items.

73 **5. CLOSING PROCEDURE; COSTS:** Closing will take place in the county where the Property is located and may be conducted by
74 mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and
75 recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's checks if Seller
76 requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses
77 provided in this Contract, Seller and Buyer will pay the costs indicated below.

78 **(a) Seller Costs:**

79 Taxes on the deed
80 Recording fees for documents needed to cure title
81 Title evidence (if applicable under Paragraph 8)

82 Other: _____

83 **(b) Buyer Costs:**

84 Taxes and recording fees on notes and mortgages
85 Recording fees on the deed and financing statements
86 Loan expenses
87 Lender's title policy at the simultaneous issue rate
88 Inspections
89 Survey and sketch
90 Insurance

91 Other: _____

92 **(c) Title Evidence and Insurance: Check (1) or (2):**

93 (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. Seller will select the title agent and
94 will pay for the owner's title policy, search, examination and related charges or Buyer will select the title agent and pay for
95 the owner's title policy, search, examination and related charges or Buyer will select the title agent and Seller will pay for
96 the owner's title policy, search, examination and related charges.

97 (2) Seller will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. Seller Buyer will pay for the
98 owner's title policy and select the title agent. Seller will pay fees for title searches prior to closing, including tax search and
99 lien search fees, and Buyer will pay fees for title searches after closing (if any), title examination fees and closing fees.

100 **(d) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes,
101 interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year
102 cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX**
103 **DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF**
104 **PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF**
105 **OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**
106 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S**
107 **OFFICE FOR FURTHER INFORMATION.**

108 **(e) Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full
109 amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment

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111 if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and **Buyer** will
112* pay all other amounts. If special assessments may be paid in installments **Buyer** **Seller** (if left blank, **Buyer**) shall pay
113 installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the time of closing. Public
114 body does not include a Homeowner Association or Condominium Association.
115 **(f) Tax Withholding:** If **Seller** is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires
116 **Buyer** to withhold 10% of the amount realized by the **Seller** on the transfer and remit the withheld amount to the Internal
117 Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) **Seller** provides **Buyer** with an affidavit
118 that **Seller** is not a "foreign person", (2) **Seller** provides **Buyer** with a Withholding Certificate providing for reduced or
119 eliminated withholding, or (3) the gross sales price is \$300,000 or less, **Buyer** is an individual who purchases the Property to
120 use as a residence, and **Buyer** or a member of **Buyer's** family has definite plans to reside at the Property for at least 50% of the
121 number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires **Buyer** and
122 **Seller** to have a U.S. federal taxpayer identification number ("TIN"). **Buyer** and **Seller** agree to execute and deliver as directed
123 any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN
124 within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If **Seller**
125 applies for a withholding certificate but the application is still pending as of closing, **Buyer** will place the 10% tax in escrow at
126 **Seller's** expense to be disbursed in accordance with the final determination of the IRS, provided **Seller** so requests and gives
127 **Buyer** notice of the pending application in accordance with Section 1445. If **Buyer** does not pay sufficient cash at closing to
128 meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
129 requirement. **Buyer** will timely disburse the funds to the IRS and provide **Seller** with copies of the tax forms and receipts.
130 **(g) 1031 Exchange:** If either **Seller** or **Buyer** wishes to enter into a like-kind exchange (either simultaneously with closing or
131 after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to
132 effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or
133 cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

134 PROPERTY CONDITION

135 **6. LAND USE:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions
136 resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in
137 a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without
138 the **Buyer's** prior written consent.

139 **(a) Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood
140 zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and
141 rebuilding in the event of casualty.

142 **(b) Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which affect
143 **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired
144 or if **Buyer** has checked choice (c)(2) below.

145 **(c) Inspections:** (check (1) or (2) below)

146* **(1) Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Feasibility Study
147 Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for development
148* of single family 3/acre use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental
149 assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to
150 determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and
151 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
152 consistency with local, state and regional growth management plans; availability of permits, government approvals, and
153 licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's**
154 intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies.
155 **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

156 **Seller** gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility
157 Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and
158 assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless
159 from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability
160 incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of
161 any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a
162 construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not
163 close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and return
164 the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports and other
165 work generated as a result of the Inspections.

166 **Buyer** will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of
167 whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance
168 of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and
169 written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the
170 Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from
171 all interested parties.

172* **(2) No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being
173 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

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175 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and
176 restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are
177 acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.
178 **(d) Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous
179 land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests;
180 or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or
181 interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason
182 whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel
183 within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20
184 days of the receipt of the notice of cancellation by the developer.

185 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing, or **Seller**
186 negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an
187 eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written
188 notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with
189 this Contract and receive all payments made by the government authority or insurance company, if any.

190 TITLE

191 **8. TITLE:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or
192 guardian deed as appropriate to **Seller's** status.

193 **(a) Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance
194 with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent
195 **Buyer's** intended use of the Property as single family res homes: covenants, easements and restrictions of
196 record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of
197 entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing.
198 **Seller** will deliver to **Buyer** **Seller's** choice of one of the following types of title evidence, which must be generally accepted
199 in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm
200 Beach County and option (2) in Miami-Dade County.

201 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and subject
202 only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

203 **(2) An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be
204 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
205 Property recorded in the public records of the county where the Property is located and certified to Effective Date. However
206 if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base
207 for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to
208 **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of
209 all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be
210 the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

211 **(b) Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of
212 title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days from
213 receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within
214 the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or
215 within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within
216 the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice,
217 either cancel this Contract or accept title with existing defects and close the transaction.

218 **(c) Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to
219 **Seller**, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the Property,
220 encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such
221 encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be
222 determined in accordance with subparagraph (b) above.

223 **(d) Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as
224 defined in Section 161.053 of the Florida Statutes, **Seller** shall provide **Buyer** with an affidavit or survey as required by law
225 delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased
226 may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation
227 of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine
228 turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether
229 there are significant erosion conditions associated with the shoreline of the Property being purchased.

230 **Buyer** waives the right to receive a CCCL affidavit or survey.

231 MISCELLANEOUS

232 **9. EFFECTIVE DATE; TIME; FORCE MAJEURE:**

233 **(a) Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers
234 final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

235 **(b) Time:** All time periods expressed as days will be computed in business days (a "business day" is every calendar day
236 except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

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238 holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county
239 where the Property is located) of the appropriate day.
240 **(c) Force Majeure: Buyer or Seller** shall not be required to perform any obligation under this Contract or be liable to
241 each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented
242 by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire,
243 unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the **Buyer** or
244 **Seller** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or
245 overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force
246 majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30
247 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and **Buyer's**
248 deposit shall be refunded.

249 **10. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic
250 media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding**
251 **any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did**
252 **not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a transaction**
253 **broker) representing a party will be as effective as if delivered to or by that party.**

254 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage**
255 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**
256 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This
257 Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
258 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten
259 terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid
260 or unenforceable, all remaining provisions will continue to be fully effective. **Buyer** and **Seller** will use diligence and good faith in
261 performing all obligations under this Contract. This Contract will not be recorded in any public records.

262 **12. ASSIGNABILITY; PERSONS BOUND: Buyer** may not assign this Contract without **Seller's** written consent. The terms
263 "**Buyer,**" "**Seller,**" and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal
264 representatives and assigns (if permitted) of **Buyer, Seller** and **Broker.**

265 **DEFAULT AND DISPUTE RESOLUTION**

266 **13. DEFAULT: (a) Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent
267 effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without
268 waiving the right to seek damages or to seek specific performance as per Paragraph 14. **Seller** will also be liable to **Broker** for the
269 full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including
270 timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated
271 damages or to seek specific performance as per Paragraph 14 ; and **Broker** will, upon demand, receive 50% of all deposits paid
272 and agreed to be paid (to be split equally among **Brokers**) up to the full amount of the brokerage fee.

273 **14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in
274 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

275 **(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer** and **Seller** will have 30 days from
276 the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent will
277 submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real
278 Estate Commission ("FREC"). **Buyer** and **Seller** will be bound by any resulting award, judgment or order. A broker's obligation
279 under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow
280 dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses, applies only
281 to brokers and does not apply to title companies, attorneys or other escrow companies.

282 **(b) All other disputes: Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve
283 the matter through mediation, failing which the parties will resolve the dispute through neutral binding **arbitration** in the
284 county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for
285 in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the
286 contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules
287 of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named
288 in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the
289 proceeding. This clause will survive closing.

290 **(c) Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by
291 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a
292 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or
293 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in
294 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is
295 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.
296 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the
297 arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to
298 the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

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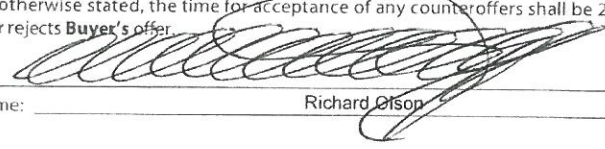
376 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

377 OFFER AND ACCEPTANCE

378* (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
379 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
380 copy delivered to Buyer no later than 5:00 a.m. p.m. on March 10, 2014, this offer will be
381 revoked and Buyer's deposit refunded subject to clearance of funds.

382 COUNTER OFFER/ REJECTION

383* Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
384 copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from
385 the date the counter is delivered. Seller rejects Buyer's offer.

386* Date: 3/9/14 Buyer: 
387* Print name: Richard Olson

388* Date: _____ Buyer: _____
389* Phone: _____ Print name: _____
390* Fax: _____ Address: _____
391* E-mail: _____

392* Date: 3/10/2014 Seller: Carol A. McNaughton
393* Print name: Carol A. McNaughton

394* Date: _____ Seller: _____
395* Phone: _____ Print name: _____
396* Fax: _____ Address: _____
397* E-mail: _____

398* Effective Date: 3/10/2014 (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

399* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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Escambia County Property Appraiser
011S323100001001 - Full Legal Description

BEG AT NE COR OF NW1/4 OF SEC 12 BEING SE COR OF SW1/4 OF SEC 1 S 89 DEG 44 MIN 16 SEC W ALG N LI 210 FT FOR POB N 0 DEG 30 MIN 31 SEC W 190 FT N 89 DEG 44 MIN 16 SEC E 195 FT TO W R/W LI OF TOWER RIDGE RD N 0 DEG 30 MIN 31 SEC W ALG R/W 338 FT S 89 DEG 44 MIN 16 SEC W 315 FT N 0 DEG 30 MIN 31 SEC W 264 FT N 89 DEG 44 MIN 16 SEC E 315 FT TO W R/W LI OF TOWER RIDGE RD N 0 DEG 30 MIN 31 SEC W ALG R/W 528 FT S 89 DEG 44 MIN 16 SEC W 1314 51/100 FT N 0 DEG 33 MIN 45 SEC W ALG E LI OF W 1/2 OF SW1/4 TO NE COR OF NW1/4 OF SW1/4 N 89 DEG 46 MIN 57 SEC W ALG N LI 1330 79/100 FT TO W LI OF SEC S 0 DEG 37 MIN 0 SEC E ALG W LI 1999 47/100 FT N 89 DEG 44 MIN 16 SEC E 332 07/100 FT S 0 DEG 37 MIN 0 SEC E 666 49/100 FT TO N LI OF SEC 12 N 89 DEG 44 MIN 16 SEC E ALG N LI 629 13/100 FT S 1 DEG 44 MIN 48 SEC E 378 20/100 FT TO N R/W LI OF NINE MILE RD N 81 DEG 40 MIN 6 SEC E ALG R/W 1347 35/100 FT N 1 DEG 58 MIN 58 SEC W 199 90/100 FT S 89 DEG 25 MIN 57 SEC E 147 52/100 FT S 0 DEG 30 MIN 31 SEC E 8 74/100 FT TO POB AND BEG AT NE COR OF NW1/4 OF SEC 12 S 89 DEG 44 MIN 16 SEC W ALG N LI 156 98/100 FT S 0 DEG 0 MIN 14 SEC E 161 45/100 FT TO N R/W LI OF NINE MILE RD N 81 DEG 40 MIN 6 SEC E ALG R/W 1050 43/100 FT TO SLY R/W LI OF TOWER RIDGE RD S 89 DEG 44 MIN 16 SEC W ALG R/W 882 FT TO E LI OF NW1/4 OF SEC 12 N 0 DEG 30 MIN 31 SEC W ALG E LI OF NW1/4 14 FT TO POB OR 6674 P 769 OR 6779 P 266 SEC 1/12 T 1 S R 32 W ALSO ADJ VAC R/W OR 6893 P 1795 LESS BEG AT SE COR OF SW 1/4 OF SEC S 86 DEG 54 MIN 1 SEC E 570 79/100 FT TO NE COR OF 40 FT WIDE DRAINAGE EASEMENT FOR POB CONT S 86 DEG 54 MIN 1 SEC E 417 70/100 FT TO PT ON NON-TANG CURVE ON NLY R/W LI OF NINE MILE RD (SR #10 200 FT R/W) WLY ALG SD CURVE CONCAVED SLY HAVING RADIUS 11559 19/100 FT CENTRAL ANG 0 DEG 39 MIN 29 SEC (CHD BRG S 85 DEG 30 MIN 33 SEC W 132 73/100 FT) THROUGH & ARC 132 73/100 FT TO PT OF TANG S 85 DEG 10 MIN 48 SEC W ALG NLY R/W OF NINE MILE RD 288 89/100 FT TO E LI OF 40 FT DRAINAGE EASEMENT N 3 DEG 5 MIN 59 SEC E 57 34/100 FT TO POB LESS BEG NE COR OF NW 1/4 SEC 12 S 89 DEG 44 MIN 16 W ALG N LI OF SEC 12 210 FT FOR POB N 00 DEG 30 MIN 31 SEC W AND PARL TO E LI OF SW 1/4 OF SEC 1 190 FT N 89 DEG 44 MIN 16 SEC E 195 FT TO W R/W LI OF TOWER RIDGE RD (30 FT R/W) N 00 DEG 30 MIN 31 SEC W ALG W R/W LI 338 FT S 89 DEG 44 MIN 16 SEC W 315 FT N 00 DEG 30 MIN 31 SEC W 264 FT N 89 DEG 44 MIN 16 SEC E 315 FT TO W R/W LI OF TOWER RIDGE RD N 00 DEG 30 MIN 31 SEC W 528 FT S 89 DEG 44 MIN 16 SEC W ALG N LI OF PLAT RECORDED IN PLAT DB 85 P 220 1314 51/100 FT TO W LI OF E 1/2 OF SW 1/4 N 00 DEG 33 MIN 45 SEC E ALG W LI OF E 1/2 OF SW 1/4 1659 33/100 FT TO N R/W LI OF NINE MILE RD (200 FT R/W) N 81 DEG 40 MIN 06 SEC E ALG N R/W LI 984 76/100 FT N 01 DEG 58 MIN 58 SEC W 199 90/100 FT TO A POINT BEING 10 89/100 FT N OF N LI OF SEC 12 S 89 DEG 25 MIN 57 SEC E 147 52/100 FT S 00 DEG 30 MIN 31 SEC E 8 74/100 FT TO POB ALSO ADJ VAC R/W OR 6893 P 1795 SEC 1/12 T 1 S R 32 W LESS BEG NW COR OF SEC 12 N 89 DEG 44 MIN 16 SEC E ALG N LI OF SEC 1328 27/100 FT TO NE COR OF NW 1/4 OF NW 1/4 S 00 DEG 33 MIN 45 SEC E ALG E LI OF 1/4 327 18/100 FT TO N R/W LI OF NINE MILE RD (200 FT R/W) N 81 DEG 40 MIN 06 SEC E ALG N R/W LI 76 FT FOR POB N 00 DEG 33 MIN 45 SEC W AND PARL TO E LI OF 1/4 262 FT S 86 DEG 58 MIN 55 SEC E 281 94/100 FT S 00 DEG 33 MIN 45 SEC E 206 FT N TO N R/W LI OF NINE MILE RD S 81 DEG 40 MIN 06 SEC W ALG N R/W LI 284 FT TO POB LESS BEG NE COR OF NW 1/4 S 89 DEG 44 MIN 16 SEC W ALG N LI OF SEC 1576 11/100 FT FOR POB CONT SAME COURSE 119 36/100 S 01 DEG 44 MIN 48 SEC E 378 20/100 FT TO N R/W LI OF NINE MILE RD (200 FT R/W) N 81 DEG 40 MIN 06 SEC E ALG N R/W LI 112 58/100 FT N 00 DEG 33 MIN 45 SEC W 362 27/100 FT TO N LI OF SEC TO POB LESS BEG NE COR OF NW 1/4 S 89 DEG 44 MIN 16 SEC W ALG N LI OF SEC 156 9/100 FT S 00 DEG 00 MIN 14 SEC E 161 45/100 FT TO N R/W LI OF NINE MILE RD (200 FT R/W) N 81 DEG 40 MIN 06 SEC E ALG N R/W LI 1050 43/100 FT TO SLY R/W LI OF TOWER RIDGE RD S 89 DEG 44 MIN 16 SEC W 882 FT TO E LI OF NW 1/4 N 00 DEG 30 MIN 31 SEC ALG E LI OF NW 1/4 14 FT TOP POB

3/10/2014

CAM

FUTURE LAND USE MAP (FLUM) AMENDMENT

For

9600 Nine Mile Road – Proposed Subdivision

Parcel IDs: 01-1S-32-3100-001-001 &
(APO) 01-1S-32-3100-003-001

Pensacola, Florida

Prepared by:



GULF CIVIL ENGINEERING, LLC
Site/Civil Design Services

Certified DBE, WBE & EDWOSB Firm

FL Certificate of Auth #30082

2940 Bayview Way
Pensacola, FL 32503
850.375.8263

www.gulfcivilengineering.com

May 2014

Prepared for:

Olson Land Partners, LLC
4300 Legendary Drive, Suite 234
Destin, FL 32541

GCE Project No. 10901.02

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SUPPLEMENTAL DOCUMENTS

- A. Project Location and Future Land Use Map
- B. Emerald Coast Utilities Authority (ECUA) –
Water and Sewer Availability Letter
- C. Preliminary Traffic Concurrency Analysis
(Source: Escambia County)
- D. Escambia County Schools Level of Service Determination
(Source: Escambia County School District)
- E. Wetland Maps (Source: Bosso-Imhof Environmental Sciences, Inc.)
- F. Historical & Archeological Data (Source: Florida Master Site File)

1. Introduction

This report provides a written request for a Future Land Use Map (FLUM) Amendment of Parcel Number 01-1S-32-3100-001-001 and a portion of (APO) Parcel Number 01-1S-32-3100-003-001 in Pensacola, Florida. The existing FLUM designation for the property is Rural Community (RC). The desired FLUM Classification is Mixed-Use Suburban (MU-S).

2. General Property Information

PROPERTY ADDRESS:	9600 W. Nine Mile Road
PARCEL ID #:	01-1S-32-3100-001-001 & A portion of (APO) 01-1S-32-3100-003-001
INTENDED PROPERTY USE:	Residential Subdivision
PROPERTY OWNER:	Olson Land Partners, LLC (see enclosed "Contract for Sale") 4300 Legendary Drive, Suite 234 Destin, FL 32541
AUTHORIZED AGENT:	Erica Floyd, P.E. Gulf Civil Engineering, LLC 2940 Bayview Way Pensacola, FL 32503
LEGAL DESCRIPTION:	See enclosed Boundary Survey
PROOF OF OWNERSHIP:	See enclosed Tax Ownership Documents
CURRENT ZONING:	Residential: 1-family and 2-family district, Medium Density (R-3)
PROPOSED ZONING:	Residential: 1-family and 2-family district, Medium Density (R-3)
CURRENT FLU:	Rural Community (RC)
PROPOSED FLU:	Mixed-Use Suburban (MU-S)

The property is located at 9600 W. Nine Mile Road in central Escambia County at the intersection of Nine Mile Road and Mobile Highway. The site is approximately two (2) miles west of Beulah Road. The combined parcels include approximately 115 acres of property along the north side of Nine Mile Road. Maps of the existing property are included in the "Supplemental Documents" section of this report.

The requested FLUM Amendment to MU-S would allow for development of up to ten (10) dwelling units per acre for the site; however the developer is anticipating construction of approximately 275 residential units which calculates to 2.4 dwelling units per acre (275 units ÷ 115 acres).

3. Compatibility Analysis

The property is currently designated Rural Community (RC). The desired FLUM Category is Mixed-Use Single Family Residential (MU-S). Existing properties adjacent to the subject property have the following FLUM designations:

Current FLUM Designations of Surrounding Properties:

North: Rural Community (RC)
South: Rural Community (RC)
East: Mixed-Use Suburban (MU-S)
West: Rural Community (RC)

Maps of the above listed properties and their designations is included in the "Supplemental Documents" section of this report. The maps show the limits of the Rural Community (RC) and Mixed-Use Suburban (MU-S) FLUM categories. Outside of the adjacent properties, the surrounding areas to the east are predominantly designated as MU-S.

Based on the surrounding property information, the proposed land use amendment is considered compatible with adjacent land uses.

4. Public Facilities Impacts

The desired Zoning and Future Land Use Map changes have been analyzed to determine what impacts the maximum development conditions would have to the various public facilities and infrastructure that currently exists and serves the site. As mentioned, the requested FLUM Amendment to MU-S would allow for development of up to ten (10) dwelling units per acre for the site; however the developer is anticipating construction of a maximum 275 residential units.

The following analysis compares impacts to public facilities for current conditions and future conditions (years 2015 & 2025) based on the maximum density calculated (180 dwelling units):

4.1 Sanitary Sewer

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for sanitary sewer collection. Although an existing ECUA collection system is not readily available to the site, connection to the sanitary sewer system can be achieved. An existing ECUA 8" sanitary force main is located approximately 1.5 miles east of the property near Allegheny Avenue (Keystone Subdivision). Construction of an on-site sanitary lift station and connection to the existing force main would be proposed if designed, permitted and approved by ECUA.

The estimated sanitary sewer demand for the maximum development conditions of 275 dwelling units is approximately 86,625 gallons per day (90 gallons per capita day x 3.5 persons per unit x 275 units). The Emerald Coast Utilities Authority has indicated that

they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter is included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide sanitary sewer collection service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.2 Solid Waste Disposal

Solid waste collection service for development of the subject property shall be provided by the Emerald Coast Utilities Authority. Disposal of solid waste in the region is routed to the Perdido Landfill in Cantonment, Florida. The landfill is operated by the Escambia County Department of Waste Management.

Projected solid waste for the proposed development can be estimated at 5,775 pounds per day (6ppc/day x 275 units x 3.5 persons per unit). This value is estimated for a 275 dwelling units and, according to ECUA and Escambia County officials, is within the population projections for the landfill. Any future development of the site will not adversely affect the County landfill Level of Service (LOS).

4.3 Potable Water

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for potable water distribution. An existing ECUA water service main (8") is located along the north side of Nine Mile Road. Connection to this water service line would be proposed if designed, permitted and approved by ECUA.

The estimated potable water demand for the maximum development conditions of 275 dwelling units is approximately 96,250 gallons per day (100 gallons per capita day x 3.5 persons per unit x 180 units). The Emerald Coast Utilities Authority has indicated that they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter is included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide potable water service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.4 Stormwater Management

Stormwater management systems shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of Environmental Protection and the Northwest Florida Water Management District. Current regulations require the site to obtain permitting through the State of Florida's

Environmental Resource Permitting (ERP) program with design criteria that includes water quality and flood control devices which meet the current County and State requirements.

The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.

4.5 Traffic

The subject property includes approximately 250 feet of frontage along Nine Mile Road (State Road 10). Access to the site shall be provided with a proposed connection to Nine Mile Road. Preliminary discussions with the Florida Department of Transportation (FDOT) determined that future development shall require a deceleration lane and possible "left-directional" median cut at the site. Further review and analysis shall be required for permitting of the future connection to Nine Mile Road and/or any other roadway access connection proposed for the property.

Additional analysis and design shall be required to meet the Level of Service standards of the current roadway segments. All roadway improvements shall be permitted through FDOT and Escambia County prior to development. An "Initial Test for Traffic Concurrency", provided from the Escambia County Traffic Division, shows that the roadway segment meets the test for concurrency. A copy of this worksheet is included in the "Supplemental Documents" portion of this report.

4.6 Recreation and Open Space

Escambia County provides the community with a number of parks, recreation facilities and open spaces. The proposed FLUM amendment shall not exceed the capacity for such facilities however use of the existing County recreational facilities will be enjoyed by the residents of the proposed development. Numerous parks and recreational facilities are located along State Road 10A (Mobile Highway) south of the proposed development.

4.7 Schools

The requested Future Land Use Map amendment would allow for a greater density of the existing property. The proposed development desires 275 dwelling units which would generate a potential impact to Escambia County schools, however discussions with School Board officials revealed that schools within the County currently have the capacity for the proposed density. According to the Escambia County School District, the proposed project meets the level of service requirements of the Florida Statutes. A copy of the School District's "Level of Service Determination" letter is included in the "Supplemental Documents" section of this report.

5. Environmental, Historical and Archeological Impacts

Environmental impacts to the existing property shall be minimal. The subject property size totals roughly 115 acres. No known wellheads are located near the property. Conversations with

officials from both Escambia County and ECUA confirmed that no wellheads are in the project vicinity. According to officials, the closest known wellhead is over five (5) miles east of the property.

The majority of the site is currently used as grazing land. The western and northwestern portions of the site are heavily wooded and include significantly sized wetland areas. These wetland areas have been identified and delineated totaling approximately 18 acres. Protection of these areas will be ensured in the design and permitting of the proposed development. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

A preliminary investigation of the site shows no current signs of threatened or endangered species present on the property. The existing land cover on the western and northwestern portions of the property consists of wetland vegetation, magnolias, pines and brush. Any protected trees or vegetation shall be identified prior to development.

The State of Florida Division of Historical Resources was contacted regarding the subject property. A preliminary historic and archeological investigation revealed no significant buildings, bridges, sensitive areas or other items of historical significance on or near the property. The discovery of such items is highly unlikely in the region. A copy of the correspondence received from the Florida Master Site File is included in the "Supplemental Documents" portion of this report.

6. Consistency with Comprehensive Plan

The following discussion demonstrates that the proposed Future Land Use Map amendment is consistent with the adopted Escambia County Comprehensive Plan (2030). Applicable sections from the Comprehensive Plan have been included with responses following each section.

OBJ CMS 1.3 Standards: Establish concurrency management system requirements and LOS standards.

Policy CMS 1.3.1: Consistency with Comprehensive Plan - No development activity may be approved unless it is found that the development is consistent with the Escambia County Comprehensive Plan and that the provision of the facilities enumerated in CMS 1.2.2 will be available at prescribed LOS concurrent with the impact of the development on those facilities.

RESPONSE: *The applicant understands the approval of the FLUM Amendment shall require all future development of the subject property be designed to meet all Escambia County Planning, Zoning and Development Review requirements. Issuance of a Development Order or Subdivision/Site Plan Approval shall be contingent upon the design meeting the current Land Development Code standards and the provisions set forth in CMS 1.2.2 Allocation of Capacity.*

Policy CMS 1.3.2: Minimum Requirements - At a minimum, the Concurrency Management System shall ensure that at least one of the following standards will be met prior to issuance of a development permit or order:

- a. The necessary facilities and services are in place at the time a development permit is issued; or
- b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy; or
- c. The necessary facilities are under construction at the time a permit is issued. This provision only relates to parks and recreation facilities and roads; or
- d. 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. This provision only relates to parks and recreation facilities. The LDC will include a requirement that the provision or construction of the facility or service must commence within one year of the issuance of the development order or permit; or
- e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of the LDC. For potable water, wastewater, solid waste, stormwater and public school facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy; or
- f. The necessary facilities needed to serve new developments are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or in place or under actual construction no more than three years after the issuance, by the County, of a development order or permit. This provision only relates to roads. The Five-Year FDOT Work Program is attached herein to this ordinance as Exhibit A.
- g. The necessary concurrency standards for public school facilities shall be consistent with Chapter 16, Public School Facilities Element.

RESPONSE: The proposed development is well within the service areas of the County and Utility infrastructure and will not negatively impact or degrade the level of service. In addition, the applicant understands the development must meet County standards concurrent with the CMS requirements.

OBJ FLU 1.5: Sustainable and Energy Efficient Development - Escambia County shall promote sustainable and energy efficient development by encouraging compact, mixed- and multi-use land use patterns.

Policy FLU 1.5.4: Compact Development and Maximum Densities and Intensities - To ensure developments are designed to be compact and to accommodate travel mode choice, especially for short, local trips, the County will require minimum densities in the Mixed-Use-Suburban Future Land Use category and encourage the maximum densities and intensities in the Mixed Use-Urban Future Land Use category.

RESPONSE: The Future Land Use Change request for the property is Mixed-Use Suburban (MU-S). Most of the properties to the east (outside of those immediately adjacent to the property) are also designated MU-S; therefore, compact development is continuing to be promoted in this region. The requested density for the development is over two (2) units per acre thus meeting the minimum density requirement for MU-S.

Chapter 10: Infrastructure Element - The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

RESPONSE: The subject parcel is located in central Escambia County. As proven in the body of this report, the proposed FLUM amendment for the subject parcel meets the goals, objectives and policies regarding potable water, wastewater, solid waste, stormwater management and aquifer protection.

OBJ CON 1.3: Surface Water Resources - Protect and improve the quality, biological health, and natural function of all surface water systems to preserve their ecological and aesthetic values.

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: Stormwater management facilities shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of Environmental Protection and the Northwest Florida Water Management District. The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.

CON 1.3.7: Wetland Development Provisions - Development in wetlands shall not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands shall be restricted to allow residential density use at a maximum of one unit per five acres or to the density established by the future land use map containing the parcel, whichever is more restrictive, or one unit per lot of record if less than five acres in size. (For this policy, lots of record do not include contiguous multiple lots under single ownership.)

- a. With the exception of water-dependent uses, commercial and industrial land uses will not be located in wetlands that have a high degree of hydrological or biological significance, including the following types of wetlands:

1. Wetlands that are contiguous to Class II or Outstanding Florida Waters;
2. Wetlands located in the FEMA Special Flood Hazard Areas;
3. Wetlands that have a high degree of biodiversity (three or more focal species) or habitat value based on maps prepared by the Florida Fish and Wildlife Conservation Commission or Florida Natural Areas Inventory (see attached maps adopted as part of the comprehensive plan), unless a site survey demonstrates that there are no listed plant or animal species on the site. The Escambia County Biodiversity Hot Spots Map and the Escambia County Critical Habitat Map are attached to this Ordinance as Exhibits O and P, respectively.

RESPONSE: The wetland areas on the subject property have been identified and delineated. Protection of these areas will be ensured in the design and permitting of the proposed development. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

CON 1.3.8: Density Clustering - Escambia County shall require buffers between development and environmentally sensitive areas including wetlands. The purpose of the buffer is to protect natural resources from the activities and impacts of development.

- a. The buffer shall function to provide protection to the natural resources from intrusive activities and negative impacts of development such as trespass, pets, visual impacts, vehicles, noise, lights, and stormwater. Incompatibility between the uses shall be minimized or eliminated so that the land uses can co-exist over time with the environmentally sensitive area.
- b. Buffer Types: The buffer may be a landscaped natural barrier, a natural barrier, or supplemented with fencing or other manmade barrier, so long as the function of the buffer and intent of the policy is fulfilled.

Buffers for Wetlands as defined by the Florida Department of Environmental Protection: A minimum buffer of 25' measured landward of the jurisdictional line is required. Intrusion into the buffer by development activities may be allowed provided a minimum 15' buffer remains and an equal amount of square feet of buffer loss is provided within the development site along the impacted wetland complex (limited buffer averaging). Escambia County shall include density clustering provisions in the LDC to avoid development in environmentally sensitive lands, conservation and preservation areas, and, wherever feasible, airfield influence planning districts (AIPD).

RESPONSE: As mentioned, the wetland areas on the site have been identified and delineated. Protection of these areas will be ensured in the design and permitting of the proposed development. This includes applying the appropriate wetland buffers as required by the County and State. A map of the delineated wetland areas is included in the "Supplemental Documents" portion of this report.

OBJ CON 1.4: Groundwater Resources - Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety, adequate potable water supplies.

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.

RESPONSE: The subject parcel is located approximately five (5) miles from the nearest wellhead owned by ECUA. No wellhead impacts are anticipated.

SUPPLEMENTAL DOCUMENTS

For

5325 Chumuckla Highway – Proposed Subdivision

Parcel ID: (APO) 05-1N-29-0000-00100-000

Pace, Florida

May 2014

Prepared for:

Olson Land Partners, LLC

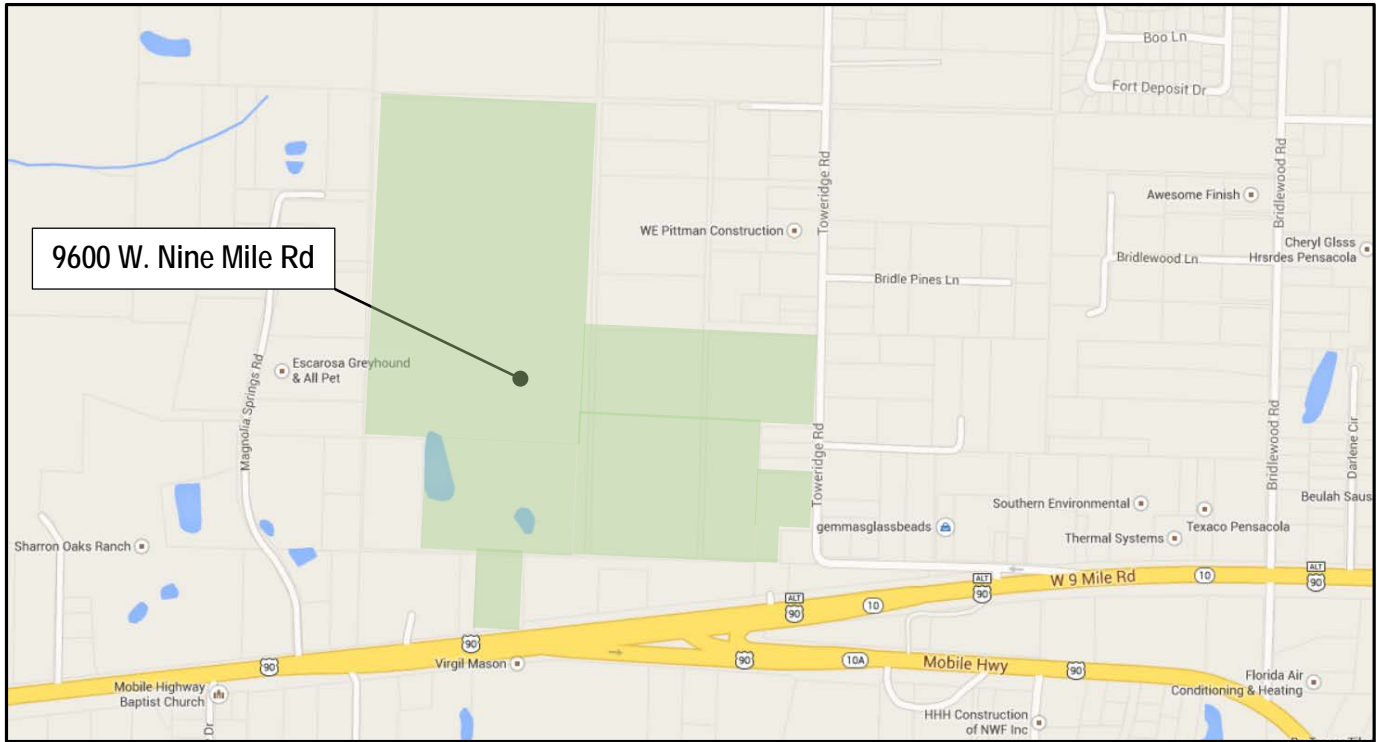
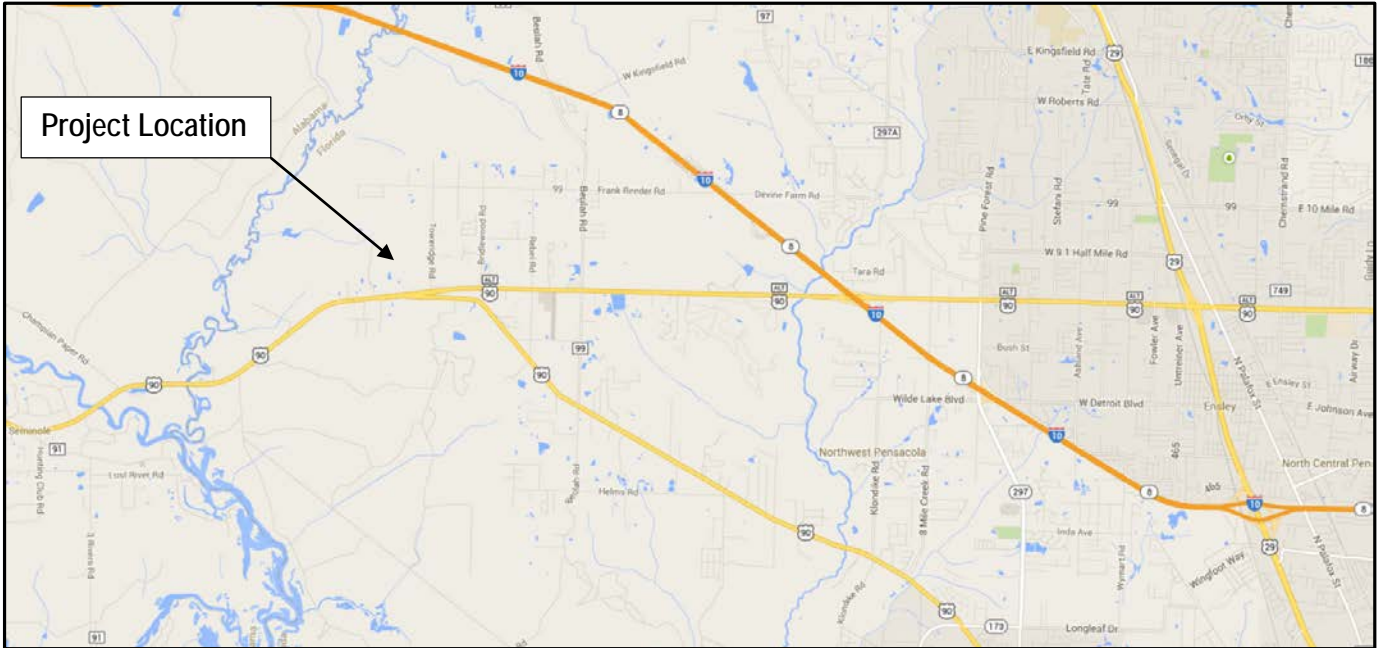
4300 Legendary Drive, Suite 234

Destin, FL 32541

GCE Project No. 10902.02

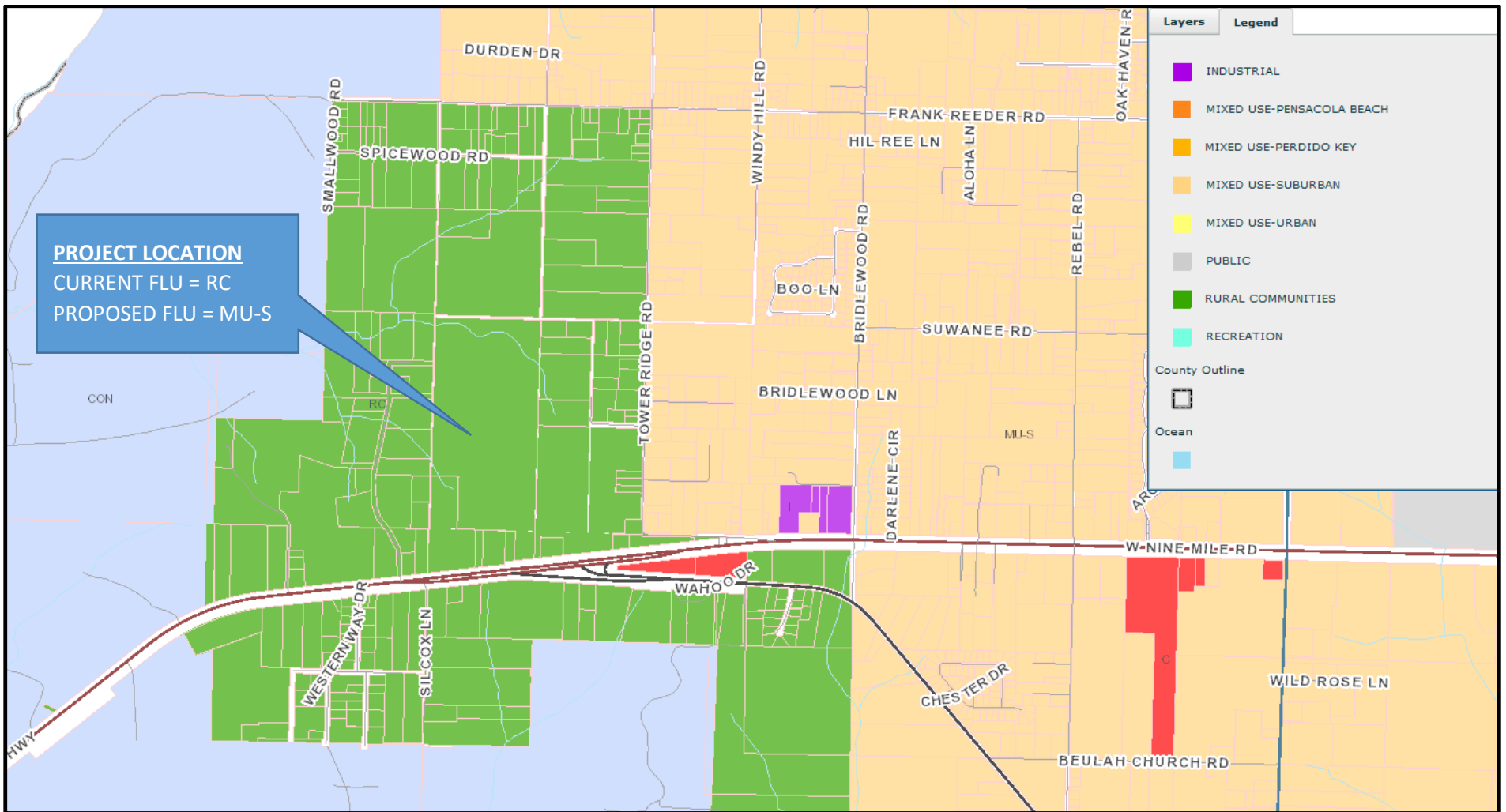
SECTION "A"

Project Location and
Future Land Use Map



LOCATION MAP

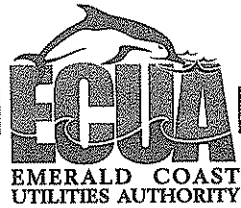
Proposed Subdivision at
9600 W. Nine Mile Road
Pensacola, FL 32526



CURRENT FUTURE LAND USE MAP

SECTION "B"

**Emerald Coast Utilities
Authority (ECUA) – Water and
Sewer Availability Letter**



P.O. Box 15311 • 9255 Sturdevant Street
Pensacola, Florida 32514-0311
ph: 850 476-5110 • fax: 850 969-3308

April 21, 2014

Mr. Terry Oswald
9650 Mobile Highway
Pensacola, FL 32526

Re: Proposed Subdivision @ 9600 West Nine Mile Road


Dear Mr. Oswald:

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,



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

cc: Rick Olson, Olson Land Partner, LLC
Erica Floyd, P.E., Gulf Civil Engineering, LLC
File

WEJ/vlf

SECTION "C"

**Preliminary Traffic
Concurrency Analysis**
(Source: Escambia County)

INITIAL TEST FOR TRAFFIC CONCURRENCY WORKSHEETS

DEVELOPMENT REVIEW COMMENTS

Project should meet traffic concurrency. A final review for traffic concurrency will be conducted after all other sign-offs have been obtained on the site plan final comparisons.

Rev 01/28/03

Planning ID #:

Pre-App: X **MP:** **PP:** **SP:** **Mini:**

Project Name & Address:

Roadway Facility: US 90/ Nine Mile Rd from AL State Line to Mobile Hwy

Project Description: New Subdivision **District:** **TAZ:**

Worksheet Prepared By: Thomas Brown, Jr **Phone:** (850) 595-3434 **Date:** 04/28/14

TRIP GENERATION

Source: latest edition of *Trip Generation*, ITE or data collected from related development may be accepted if sufficiently documented.

ITE Land Use: <u>Single Family Detached Housing</u>	ITE Code: <u>210</u>	Page #: <u>295</u>
Independent Variable: <u>Dwelling Units</u>		
Size of Independent Variable:	275.000	[A]
Average Rate for PH (4-6 P.M.) of Adjacent Street Traffic:	<u>1.02</u>	[B]
Driveway Trips (A*B), result from fitted curve equation or trips from locally collected data:	280.5	[C]
Internal Capture Rate Percentage (if applicable):		0% [D]
Internal Trips (C*D):		0.0 [E]
Adjusted Driveway Trips (C-E):		280.5 [F]
Pass-By Trip Percentage (if applicable):		0% [G]
Pass-By Trips (F*G):		0.0 [H]
New Driveway Trips (F-H):		<u>281</u> [I]

AREA OF INFLUENCE FOR TRIP DISTRIBUTION / ASSIGNMENT

Is the number of New Driveway Trips [I], greater than 50 for commercial or greater than 5% of the Service Volume (column 22) for residential? **YES** [J]

 X If "YES" to [J], applicant is required to submit trip distribution for the proposed development. Applicant is encouraged to discuss methodology prior to preparing trip distribution.

 If NO" to [J], continue with PART I: *De Minimis* Determination on the following page.

ROADWAY IMPACT ANALYSIS

Complete an **Attachment** for *each* impacted roadway segment to determine if the traffic impact is *de minimis* (PART I).
If the impact is non *de minimis*, continue with PART II. Reference the latest edition of the *Traffic Volume and Level Of Service Report*.

Attachment 1 of 1

Project Name & Address: 0
Roadway Facility: US 90/ Nine Mile Rd from AL State Line to Mobile Hwy

PART I: *De Minimis* Determination

Based on the LDC Section 5.12.03 adopted March 1, 2001. Reference the latest edition of the *Traffic Volume and LOS Report*.

New Driveway Trips (F-H):	281		[I]
Trip Distribution (% entering):	64%		[K]
Allocated Trips (I*K):	180		[L]

2-Way PM PH Service Volume (column 18):	1,190		[M]
1% of Service Volume (column 21 or M*.01):	12		[N]

Are Allocated Trips greater than 1% of the Service Volume (is L > N)? 168 **YES** **[O]**

Existing Total Trips (column 16):	605		[P]
Proposed Total Trips (L+P):	785		[Q]
110% of Service Volume (column 23 or M*1.10):	1,309		[R]

Are Proposed Total Trips greater than 110% of the Service Volume (is Q > R)? -524 **NO** **[S]**

Is the roadway segment on a designated hurricane evacuation route (column 24)? **YES** **[T]**

 If "**NO**" for **[O]**, **[S]**, and **[T]**, traffic impact is *de minimis*. No further analysis is required.

 X If "**YES**" for **[O]**, **[S]**, or **[T]**, traffic impact is non *de minimis*. Continue with PART II.

 X If "**YES**" to **[T]**, continue with question **[U]** only, in PART II below; or

 If "**YES**" to **[O]** and/or **[S]** only and "**NO**" to **[T]**, continue with question **[V]** only, in PART II below.

PART II: Non *De Minimis* Concurrency Determination

If "**YES**" to **[T]**, is the number of Proposed Total Trips greater than the Service Volume (is Q > M)? -405 **NO** **[U]**

If "**NO**" to **[T]**, is the number of Proposed Total Trips greater than 110% of the Service Volume (is Q > R)? -524 **N/A** **[V]**

 X If "**NO**," the roadway segment meets the test for concurrency. No further analysis required.

 If "**YES**," identify which method will be used to maintain the adopted Level of Service:

 applying applicable trip reduction methods for service or commercial developments,

 conducting a Traffic Impact Analysis Report (TIAR),

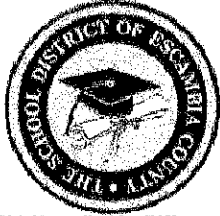
 reducing the scale or scope of the proposed project,

 withdrawing the application, or

 identifying the roadway facility as part of the Transportation Concurrency Exception Area (TCEA) in a designated redevelopment area.

SECTION “D”

Escambia County Schools
Level of Service Determination
(Source: Escambia County School District)



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

30 E. Texar Drive Pensacola, Florida 32503 (850) 469-5660

Malcolm Thomas, Superintendent

www.escambia.k12.fl.us

Facilities Planning
Anthony B. Noles, Director
30 E. Texar Drive, Room 158
Pensacola, Florida 32503
(850) 469-5660 Fax: (850) 469-5634


Level of Service Determination Letter

Project Information	
Project Name	
Project Location	9600 W. Nine Mile Rd.
Parcel ID Numbers	
Property Owner/Developer	Olson Land Partners, LLC
Applicant	Gulf Civil Engineering

School Level of Service Reservation			
Level of Service	Elementary CSA	Middle CSA	High CSA
Reserved Students	52	26	26
Comments:			

This School Level of Service Determination Letter shall reserve capacity for the above referenced project and shall confirm said project meets the School Level of Service requirements of Florida Statute 163.3180 and the adopted Interlocal Agreement

This Level of Service Reservation shall expire two (2) years from date of issuance of this letter.


Anthony B. Noles, Director
Facilities Planning

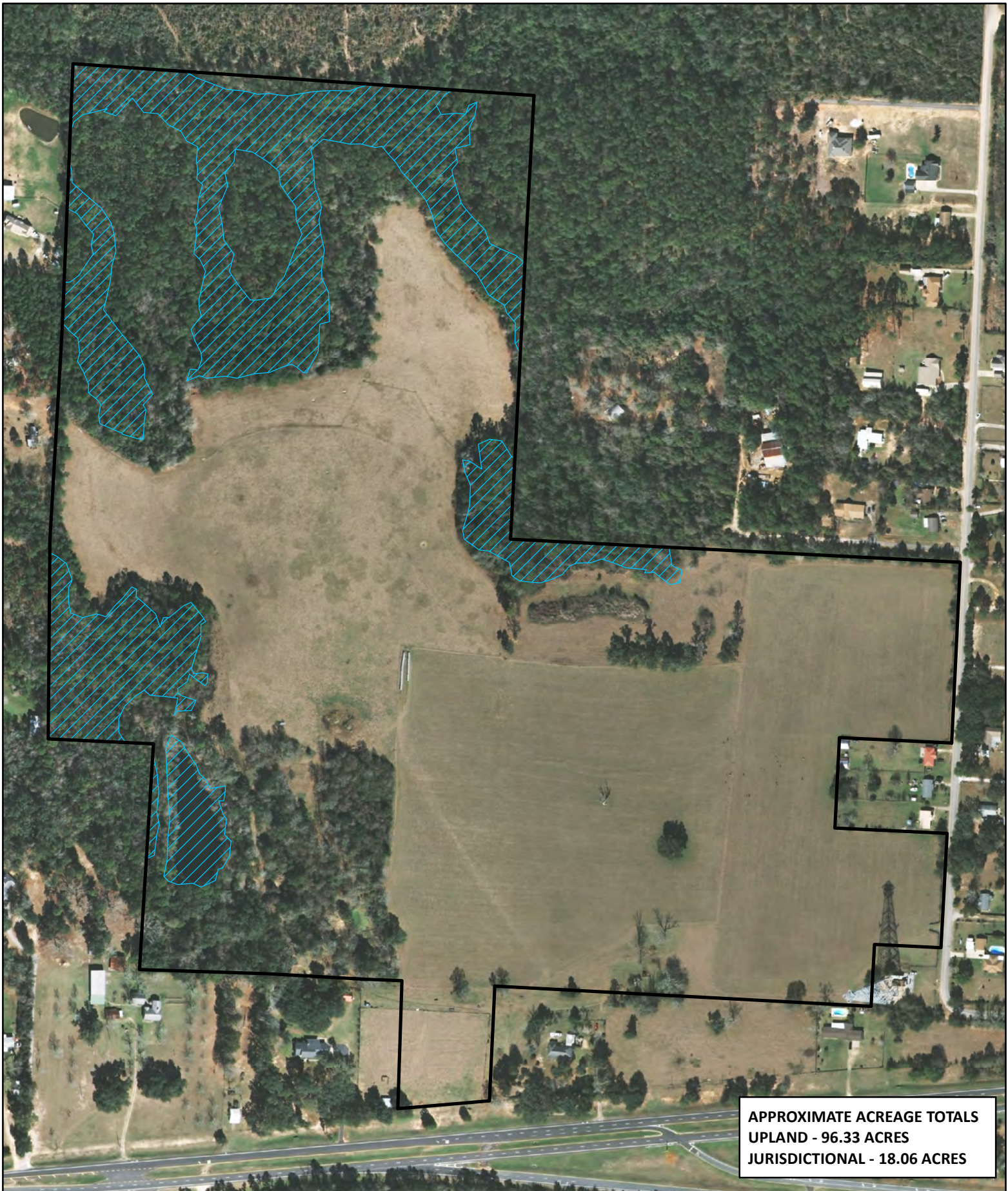

Issue Date

C: Shawn Dennis, Assistant Superintendent of Operations

SECTION "E"

Wetland Maps


(Source: Bosso-Imhof
Environmental Sciences, Inc.)




APPROXIMATE ACREAGE TOTALS
UPLAND - 96.33 ACRES
JURISDICTIONAL - 18.06 ACRES

JURISDICTION SKETCH
 2013 AERIAL PHOTOGRAPH
 HWY 90 BEULAH
 OLSON - OSWALD

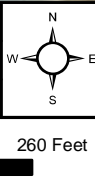
Legend

 UPLAND

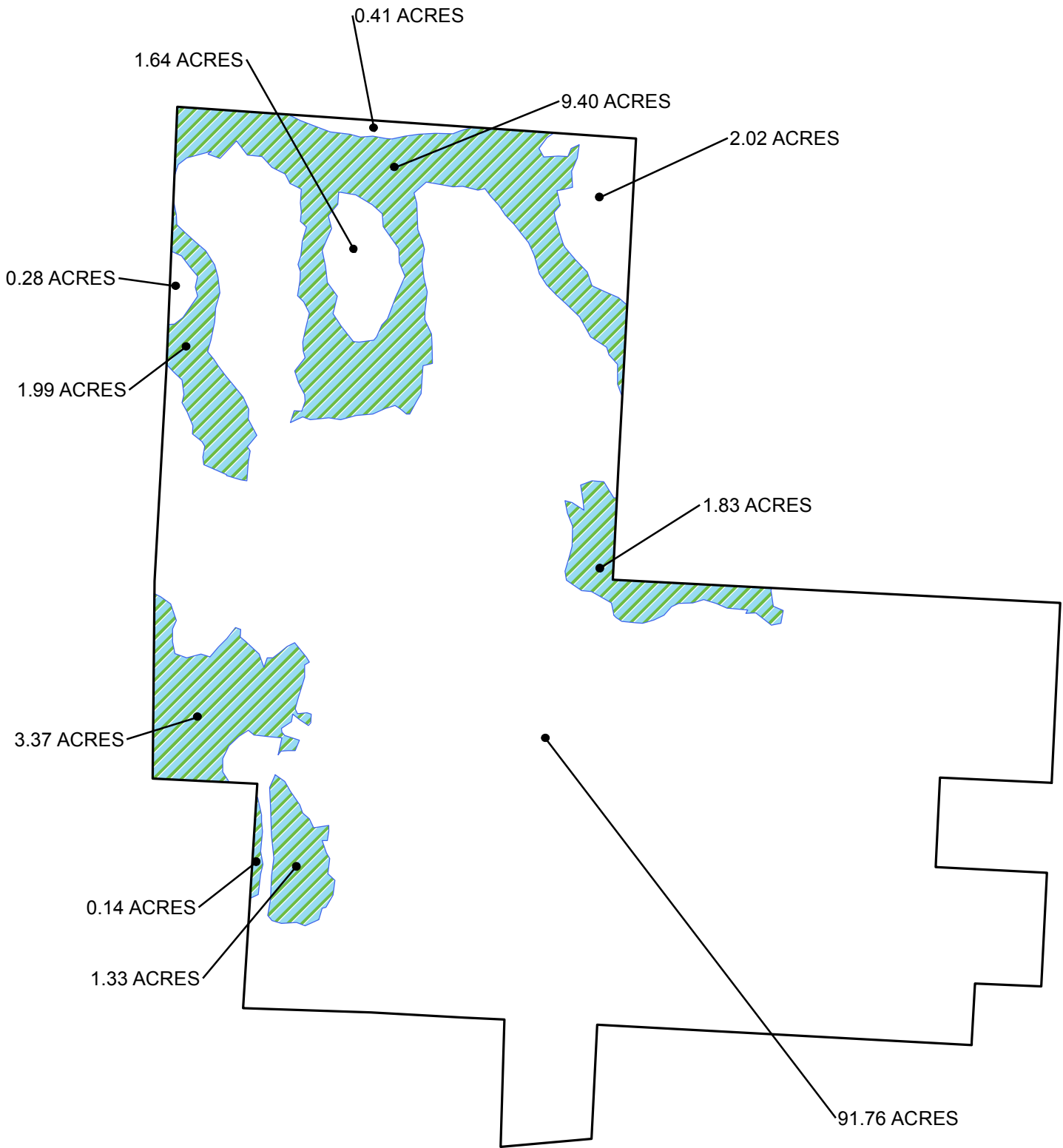
 JURISDICTIONAL

DATE: 4-22-2014
 DRAWN BY: MAR
 THIS IS NOT A SURVEY

260 130 0 260 Feet






BOSSO IMHOF
 ENVIRONMENTAL SCIENCES, INC.
 1300 WEST GOVERNMENT STREET
 PENSACOLA, FL 32502 (850) 434-1935



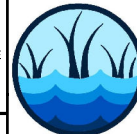
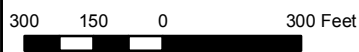
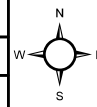
APPROXIMATE ACREAGE TOTALS
UPLAND - 96.33 ACRES
JURISDICTIONAL - 18.06 ACRES

JURISDICTION SKETCH
 APPROXIMATE ACREAGES
 HWY 90 BEULAH
 OLSON - OSWALD

Legend

-  UPLAND
-  JURISDICTIONAL

DATE: 4-22-2014
 DRAWN BY: MAR
 THIS IS NOT A SURVEY



BOSSO IMHOF
 ENVIRONMENTAL SCIENCES, INC.
 1300 WEST GOVERNMENT STREET
 PENSACOLA, FL 32502 (850) 434-1935

SECTION "F"

Historical & Archeological Data
(Source: Florida Master Site File)



This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

April 23, 2014



Erica Floyd
Gulf Civil Engineering, LLC
2904 Bayview Way
Pensacola, FL 32503
Phone: 850.375.8263
Email: erica@gulfcivileng.com

In response to your inquiry of April 23, 2014, the Florida Master Site File lists no archaeological sites, four surveys, and three standing structures, found in the following parcels of Escambia County:

The portions of T01S R31W Sections 06 & 07, and T01S R32W Sections 01, 02, 11, 12, 35, & 36, indicated by the map submitted with search request (including a project area and a 1 mile buffer).

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Gabrielle McDonnell
Archaeological Data Analyst
Florida Master Site File
Gabrielle.McDonnell@DOS.myflorida.com

FUTURE LAND USE MAP (FLUM) AMENDMENT – Urban Sprawl

For

9600 Nine Mile Road – Proposed Subdivision

Parcel IDs: 01-1S-32-3100-001-001 &
(APO) 01-1S-32-3100-003-001

Pensacola, Florida

Prepared by:



GULF CIVIL ENGINEERING, LLC
Site/Civil Design Services
Certified DBE, WBE & EDWOSB Firm

FL Certificate of Auth #30082

2940 Bayview Way
Pensacola, FL 32503
850.375.8263

www.gulfcivilengineering.com

May 2014

Prepared for:

Olson Land Partners, LLC
4300 Legendary Drive, Suite 234
Destin, FL 32541

GCE Project No. 10901.02

1. Introduction

This report addresses the topic of “Urban Sprawl” for the Future Land Use Map (FLUM) Amendment request of Parcel Number 01-1S-32-3100-001-001 and a portion of (APO) Parcel Number 01-1S-32-3100-003-001 in Pensacola, Florida. The existing FLUM designation for the property is Rural Community (RC). The desired FLUM Classification is Mixed-Use Suburban (MU-S).

2. General Property Information

PROPERTY ADDRESS:	9600 W. Nine Mile Road (Block)
PARCEL ID #:	01-1S-32-3100-001-001 & A portion of (APO) 01-1S-32-3100-003-001
INTENDED PROPERTY USE:	Residential Subdivision
CURRENT ZONING:	Residential: 1-family and 2-family district, Medium Density (R-3)
PROPOSED ZONING:	Residential: 1-family and 2-family district, Medium Density (R-3)
CURRENT FLU:	Rural Community (RC)
PROPOSED FLU:	Mixed-Use Suburban (MU-S)

The subject property is located in central Escambia County along the north side of Nine Mile Road near the intersection with Mobile Highway. The site is approximately two (2) miles west of Beulah Road and three (3) miles west of the Navy Federal Credit Union (NFCU) Main Campus and Commerce Park.

3. Urban Sprawl

Urban Sprawl can be defined as a “development pattern characterized by low density, automobile-dependent development with uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner.” The purpose of this report is to prove that the proposed Future Land Use Map Amendment does not encourage the proliferation of urban sprawl as required by Florida Statute (F.S.) 163.3177. The preferred development pattern characteristics are listed and addressed below.

Excerpt from F.S. 163.3177:

- (l) *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 existing natural resources and ecosystems within the vicinity of the project shall be protected and not be negatively impacted as a result of the proposed residential development. Public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells or septic systems which could impact natural resources. In addition, the ecosystems, specifically the wetland areas, located on the property shall be protected by the appropriate buffers required by the County and State for development.

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

The proposed development is located along frontage of Nine Mile Road. No major public infrastructure "extension" would be required to support the site. However, State and County infrastructure improvements near the site are already in conceptual stages. For example, the Florida Department of Transportation (FDOT) is currently performing a Project Development and Environmental (PD&E) study of the areas along Nine Mile Road west of the project site eastward to Pine Forest Road. In addition, Escambia County has a "Sector Plan" to improve Beulah Road which is located just east of the proposed project. The subject property falls within limits of "planned" infrastructure areas which promotes efficient development.

- (III) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.*

The proposed residential subdivision shall provide for compact development and mixed densities/intensities. The community shall be designed with low speed roadways and sidewalks. In addition, amenities of the development shall include recreational areas such as a park and/or clubhouse within a walkable distance. The project will connect to nearby developed areas which could further promote pedestrian and bicycle accessible routes. In addition, the development shall include a mix of lot and home sizes for varying incomes and/or desires.

- (IV) *Promotes conservation of water and energy.*

As previously mentioned, public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells which could consume natural resources. In addition, construction of the homes within the subdivision shall be in accordance with the Florida Building and Plumbing Code which regulates energy conservation and protection of the potable water supply.

- (V) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.*

N/A – Preservation agricultural areas and activities are not proposed.

- (VI) *Preserves open space and natural lands and provides for public open space and recreation needs.*

The proposed residential development shall preserve areas of open space for recreational use. In addition, the existing wetland areas on the property shall be protected and conserved by including natural buffers in upland areas.

- (VII) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.*

N/A – The proposed development includes only residential uses.

- (VIII) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.*

Although the proposed development does not provide a “transit-oriented” community, the development does remediate urban sprawl by constructing adjacent to “planned” infrastructure areas. In addition, the uses, densities and intensities of the project shall not over compensate with high density residential lots despite the amount of wetlands on the property.

4. Conclusion

The proposed residential development and Future Land Use Map Amendment does not encourage the proliferation of urban sprawl. This conclusion is based on the factors described above and summarized below as the development:

- Shall protect the existing natural resources and ecosystems within the vicinity.
- Falls within limits of “planned” infrastructure areas which promotes efficient development.
- Shall provide for compact development and mixed densities/intensities.
- Shall promote energy conservation and protection of the potable water supply.
- Shall preserve areas of open space and conserve natural lands.
- Shall remediate urban sprawl by constructing adjacent to “planned” infrastructure areas.

**Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis**

General Data

Project Name: LSA 2014-03 – Olson Land Partners, LLC
Location: 9600 Block of W. Nine Mile Road
Parcel #s: 01-1S-32-3100-001-001 (all)
01-1S-32-3100-003-001 (part)
Acreage: 115.24 (+/-) acres
Request: From Rural Community (RC) to Mixed-Use Suburban (MU-S)
Agent: Erica Floyd, Agent for Rick Olson
Meeting Dates: Planning Board June 3, 2014
BCC July 26, 2014

Site Description and Summary of Proposed Amendment:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 115-acre two-parcel site from Rural Community (RC) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcels is R-3, a one-family and two-family medium density district. The FLU change is proposed to allow a single-family residential subdivision of approximately 275 lots for which no zoning change would be required.

The subject parcels are located on the north side of W. Nine Mile Road (U.S. 90-A) at the intersection with Mobile Highway (U.S. 90). The site can be accessed through frontage along both Nine Mile Road and Tower Ridge Road. The property is primarily vacant grazing land with wooded areas corresponding largely to existing wetlands.

The site is adjoined on the north by agriculturally zoned (AG) woodlands and on the east and west primarily by large-lot single-family dwellings within R-3 and Rural Residential zoning. The site lies entirely within an area designated Rural Community FLU but adjoins a larger area of Mixed-Use Suburban FLU eastward from Tower Ridge Road.

Subdivision development will require review and approval for compliance with the preliminary plat, infrastructure construction plan, and final platting requirements of Escambia County and all associated regulations and standards of the Land Development Code (LDC). No applications for such development have been submitted at this time.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific

level of service (LOS) standards established by Escambia County would be evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

Policy INF 1.1.7 Level of Service (LOS) Standards. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Policy INF 1.1.11 Required New Service Connection. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. The FLU amendment application includes a letter from ECUA stating that sewer service is available at the requested demand and flow, and that the proposed subdivision would not cause the affected system to fail to meet the levels of service adopted in the Comprehensive Plan. Connection to ECUA's system is the responsibility of the developer. The application indicates that connection to an existing sanitary sewer force main within approximately 1.5 miles would include construction of an on-site lift station. The applicant acknowledges that the design and construction of all sewer system extensions to serve the proposed development must comply with ECUA requirements.

Solid Waste Disposal.

Policy INF 2.1.2 Perdido Landfill Operation. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

Policy INF 2.1.4 Level of Service (LOS) Standards. The LOS standard for solid waste disposal will be 6 pounds per capita per day.

Analysis: The FLU amendment application indicates that ECUA will provide solid waste collection service for the proposed subdivision. Based on population growth projections and estimated annual Class 1 municipal solid waste received, the estimated remaining life of the Perdido Landfill is 70 years.

Potable Water Service.

Policy INF 4.1.4 Concurrency Management. Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no

later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.

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

Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The subject property is within the service area of ECUA for potable water. The FLU amendment application includes a letter from ECUA stating that water service is available at the requested demand and flow, and that the proposed subdivision would not cause the affected system to fail to meet the levels of service adopted in the Comprehensive Plan. Connection to ECUA's system is the responsibility of the developer. The applicant acknowledges that the design and construction of all water system extensions to serve the proposed development must comply with ECUA requirements.

Stormwater Management.

Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: The FLU amendment application indicates that stormwater management systems would be designed, approved, and permitted by all necessary agencies, including Escambia County, the Northwest Florida Water Management District, and the Florida Department of Environmental Protection, prior to subdivision development.

Streets and Access.

Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The FLU amendment application includes an initial test for traffic concurrency prepared by the Transportation and Traffic Operations Division of the Escambia County Public Works Department. The test provides a preliminary indication that the project should meet the traffic concurrency requirements of the county for the impacted roadway segment of U.S. 90/Nine Mile Road from the Alabama state line to Mobile Highway.

The developer would pay all costs and construct all streets within the proposed subdivision, as well as proposed access to the development. The design and construction must comply with applicable Escambia County or FDOT standards so that upon their construction the streets and accesses would be accepted into the county or state road system.

Public School Facilities.

Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: The FLU amendment application includes a Level of Service Determination Letter from the School District of Escambia County stating that elementary, middle and high school capacity is reserved for two years for the subject development and confirming that the development meets the School Level of Service requirements of Florida Statutes (163.3180) and the adopted Interlocal Agreement with Escambia County.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. As with public facilities and services, compliance with regulations and standards established by Escambia County would be evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1 [of the Escambia County Comprehensive Plan].*

Analysis: The referenced Comprehensive Plan table describes the current Rural Community FLU as intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County. Residential density is limited to two dwelling units per acre. The proposed Mixed-Use Suburban FLU, as

described by the same policy, is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Residential density within the MU-S category is limited to ten dwelling units per acre.

The area at the western end of Nine Mile Road continues to transition from rural and semi-rural to suburban development patterns. Approval of the amendment would eliminate agricultural uses from among the range of allowable uses on the subject site and replace compact, traditional neighborhood supportive commercial development options with opportunities for professional offices and general retail sales and service uses. The availability of residential, recreational, public and civic uses would remain unchanged. The density limit of the FLU would allow the maximum density of the current R-3 zoning and the district would be compatible in all other respects with the proposed FLU.

Impact on Wellheads.

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

Analysis: There are no known public potable water wells in proximity to the subject property.

Impact on Historically Significant Sites.

Policy FLU 1.2.1 State Assistance. *Escambia County will 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 and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The FLU amendment application includes a response letter to a record search request indicating that the Florida Master Site File, the state's official inventory of historical and cultural resources maintained by the Florida Department of State, lists no archaeological sites in the requested search area. The letter cautions, however, that there may be unrecorded archaeological sites, historical structures or other resources. Development of the site remains subject to LDC provisions requiring the cessation of construction or other development activities should archaeological or historical artifacts or resources be discovered until a determination of significance is completed.

Impact on the Natural Environment.

Policy 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 (FWWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

Policy CON 1.3.1 Stormwater Management. *Escambia County will 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.*

Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

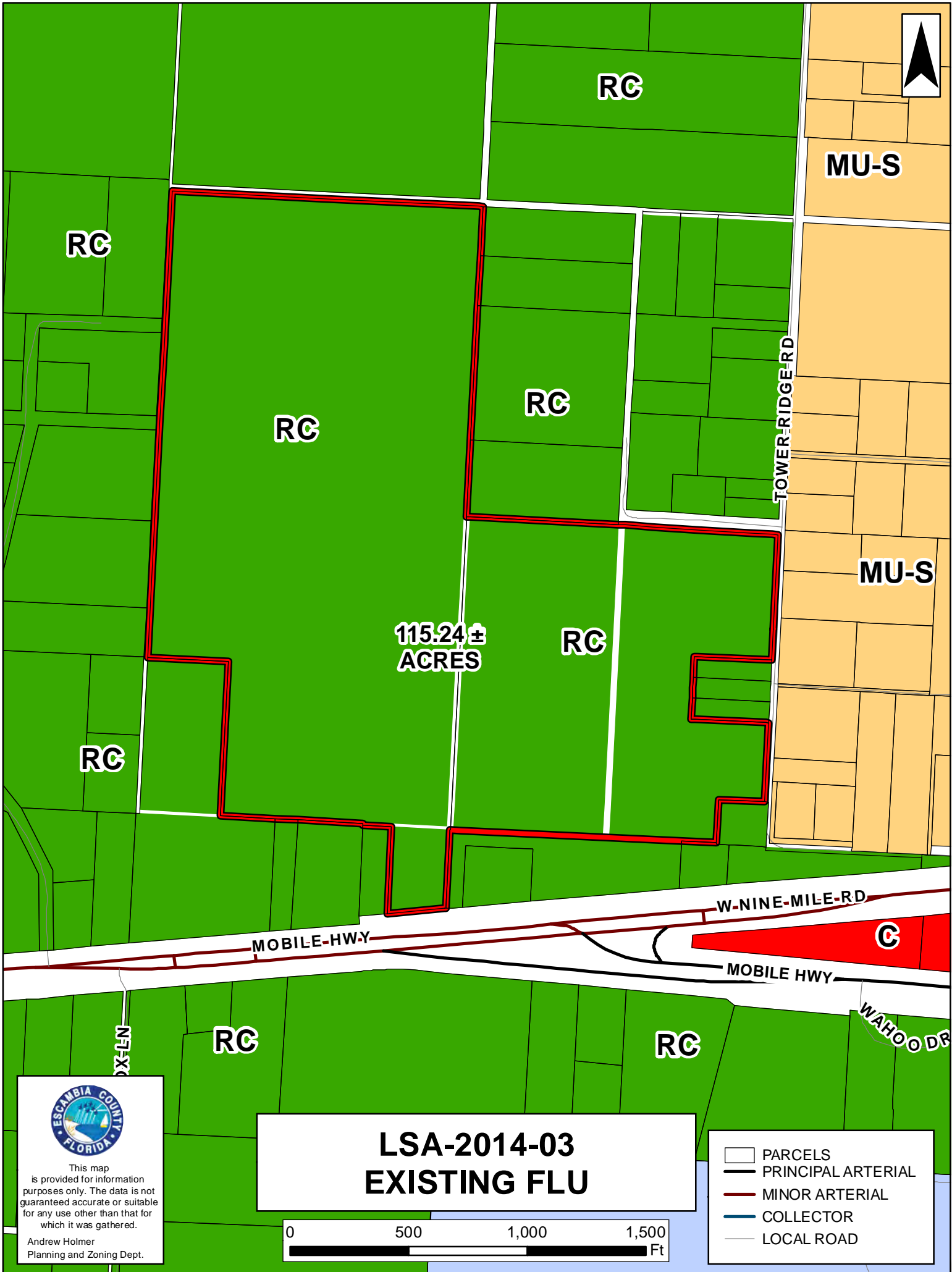
Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The FLU amendment application includes a map prepared by environmental consultants identifying approximately 18 acres of jurisdictional wetlands within the subject site. The wetlands correspond with hydric soils identified by the Soil Survey of Escambia County prepared by the U.S. Department of Agriculture. However, the soil survey does not indicate prime farmland soils within the site. The application states that protection of the wetland areas would be ensured in the design and permitting of the proposed subdivision and that a preliminary investigation found no current site indications of threatened or endangered species.

Urban Sprawl

Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the 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.”*

Analysis: The proposed Mixed-Use Suburban FLU amendment would discourage urban sprawl through the characteristics of the development pattern it would incorporate into a modest expansion of the existing MU-S area. Single-family residential use allowed by the proposed FLU and current zoning, and associated with on-going economic growth along W. Nine Mile Road, would be required to be developed in a manner that will protect and not have an adverse impact on natural resources and ecosystems. The close proximity of the development to public infrastructure and services already in place and serving a mix of uses would promote the efficient and cost-effective provision or extension of those facilities and services. The higher residential density allowed by the FLU change would support a continued balance with the expanding nonresidential uses in the area. The required protection of wetlands would promote the preservation of a significant proportion of the subject site as open space and natural lands with the potential to provide some level of passive recreation.



RC

RC

MU-S

RC

RC

TOWER RIDGE RD

MU-S

115.24 ±
ACRES

RC

RC

W-NINE-MILE-RD

MOBILE-HWY

C

MOBILE HWY

XX-LN

RC

RC

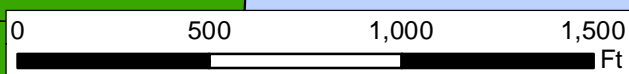
WARD DR



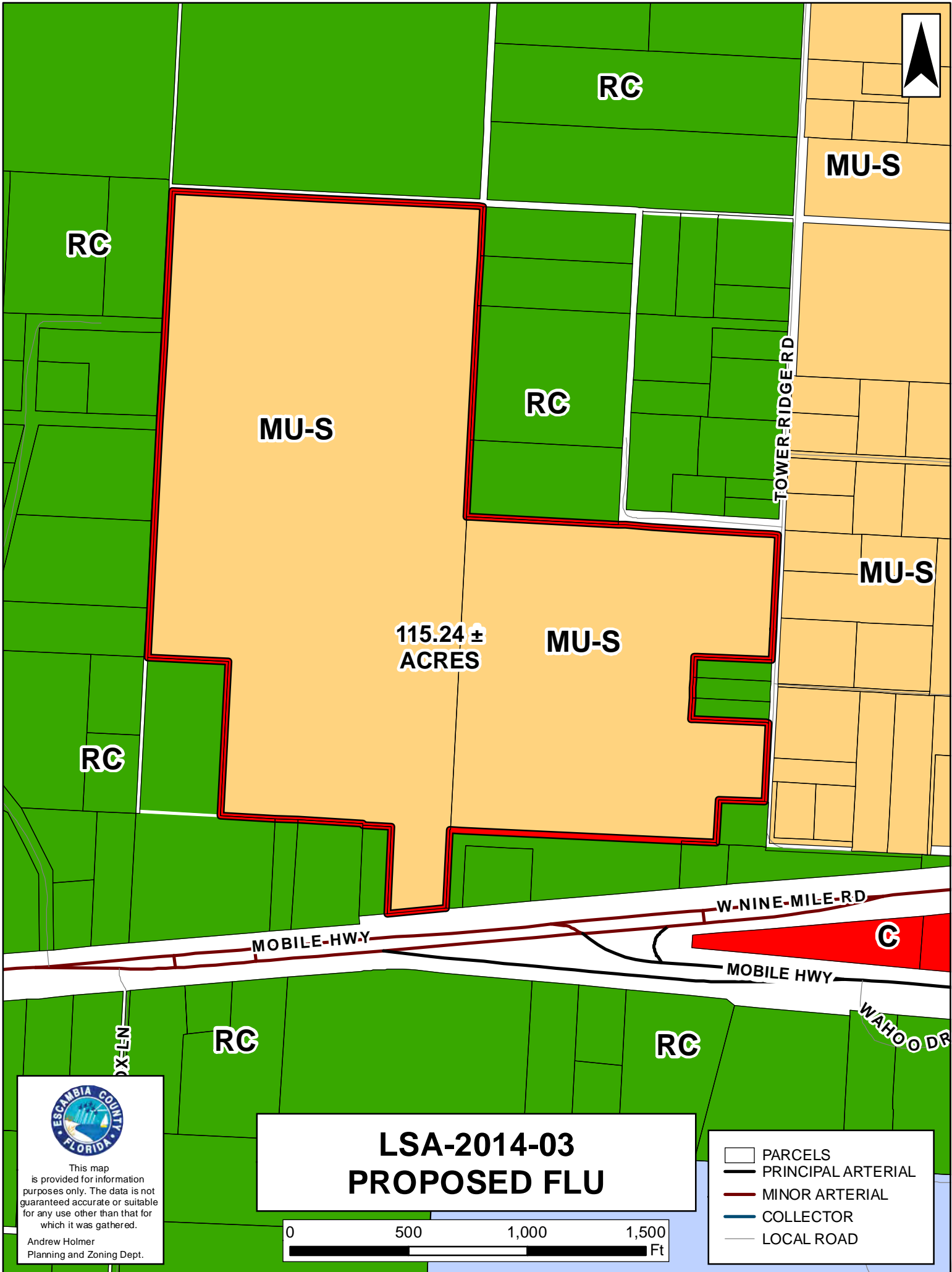
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

LSA-2014-03 EXISTING FLU



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



RC

RC

MU-S

MU-S

RC

TOWER-RIDGE-RD

MU-S

115.24 ±
ACRES

MU-S

RC

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MOBILE-HWY

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MOBILE HWY

2X-LEN

RC

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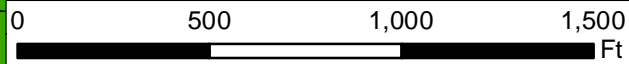
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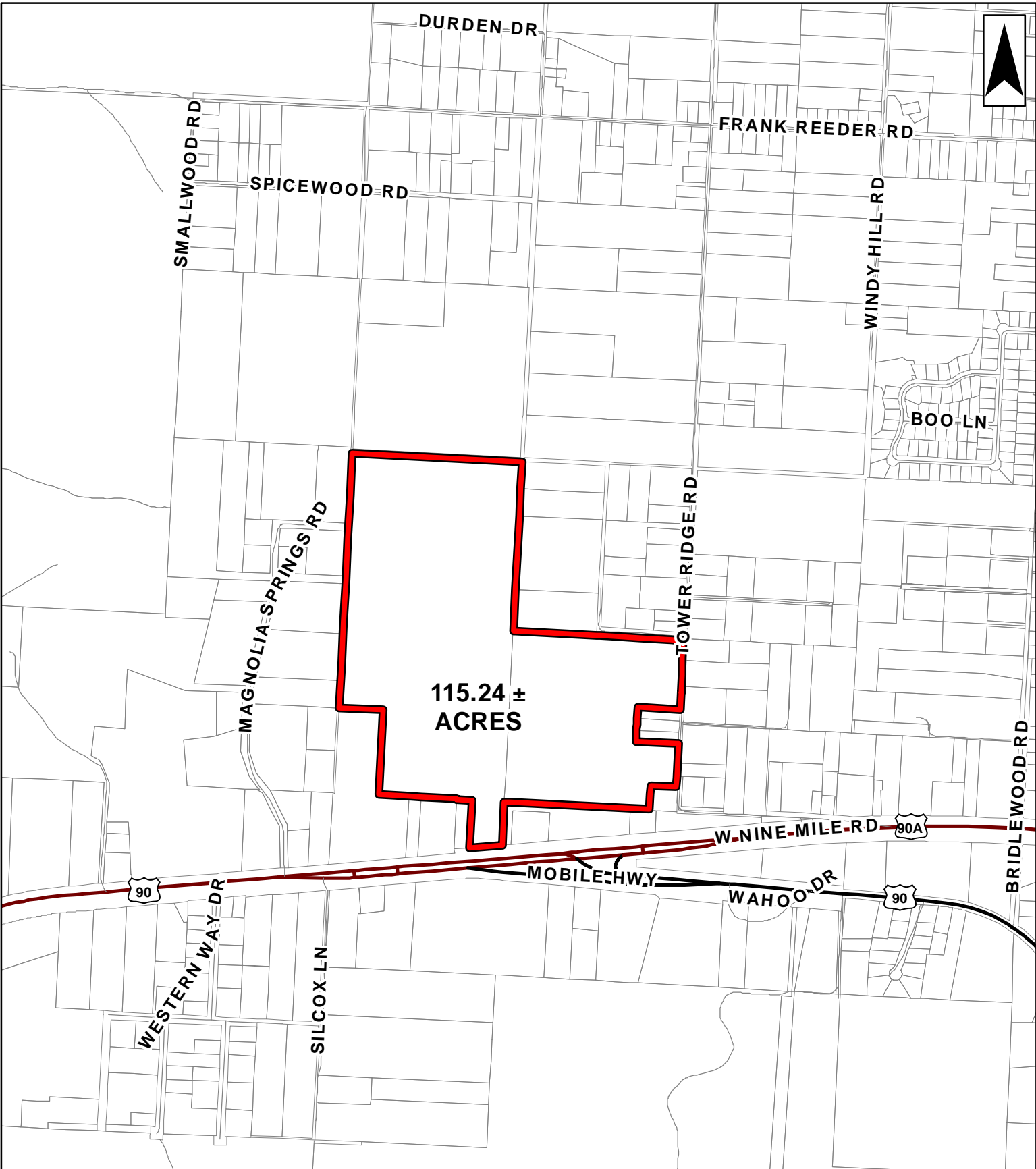
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.


LSA-2014-03 PROPOSED FLU



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



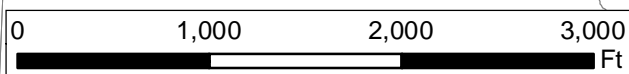
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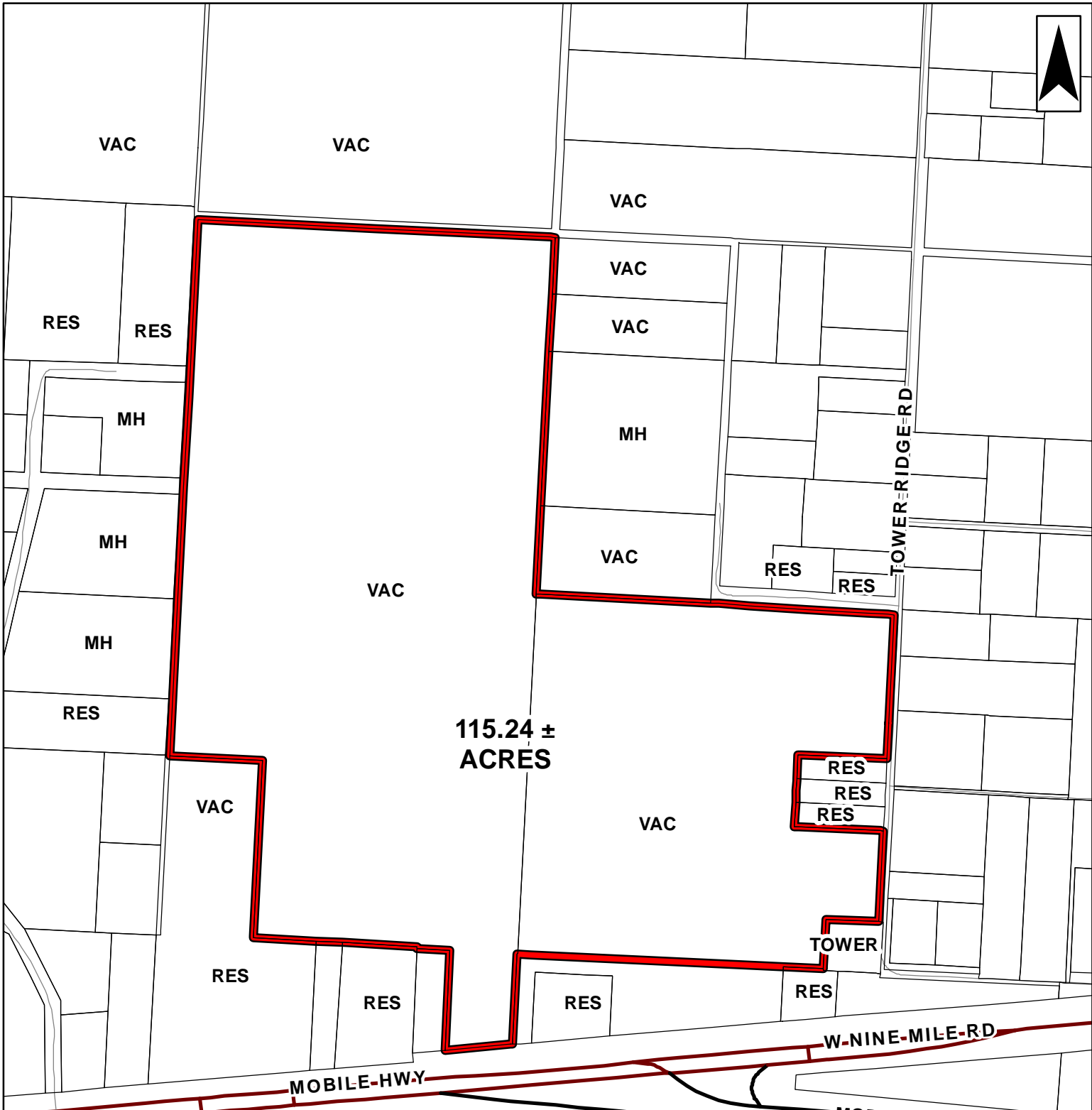
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

LSA-2014-03 SURROUNDING ROADS



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



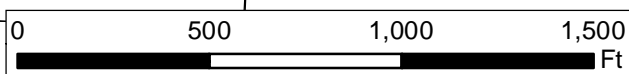
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This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

LSA-2014-03 EXISTING LAND USE



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



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Planning Board-Regular

6. B.

Meeting Date: 06/03/2014

Issue: CPA-2014-02 Future Land Use Densities

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

A Public Hearing Concerning the Review of an Ordinance Amending Chapter 7 of the 2030 Comprehensive Plan

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption an Ordinance amending Chapter 7 of the 2030 Comprehensive Plan by adding the following language: Density will be determined or governed by the applicable zoning district, unless a dwelling unit cap is established elsewhere in the Comprehensive Plan.

BACKGROUND:

Staff was directed by the BCC to submit a Comprehensive Plan Text Amendment stating that residential density shall be determined by the applicable zoning district, unless a dwelling unit cap is otherwise established by the Comprehensive Plan.

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 Ryan E. Ross, 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 Comprehensive Plan 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

Ordinance DRAFT

Attachment A

Legal Review

ORDINANCE NUMBER 2014-____

1
2
3
4
5 AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING
6 PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE
7 ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED;
8 AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," FLU
9 1.3.1 ~~ADDING THE FOLLOWING LANGUAGE TO CHAPTER 7, FLU~~
10 1.3.1 FUTURE LAND USE CATEGORIES: "DENSITY WILL BE
11 DETERMINED OR GOVERNED BY THE APPLICABLE ZONING
12 DISTRICT, UNLESS A DWELLING UNIT CAP IS ESTABLISHED
13 ELSEWHERE IN THE COMPREHENSIVE PLAN BY INCORPORATING
14 RESIDENTIAL DENSITY STANDARDS FROM THE ESCAMBIA
15 COUNTY LAND DEVELOPMENT CODE INTO THE COMPREHENSIVE
16 PLAN; REFORMATTING TABLE 1. AND REMOVING ALL
17 REFERENCES TO RESIDENTIAL DENSITIES; PROVIDING FOR A
18 TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR
19 INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE
20 DATE.

21
22 **WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County
23 adopted its Comprehensive Plan on January 20, 2011; and

24
25 **WHEREAS**, Chapter 125, Florida Statutes, empowers the Board of County
26 Commissioners of Escambia County, Florida to prepare, amend and enforce
27 comprehensive plans for the development of the County; and

28
29 **WHEREAS**, to promote reasonable and orderly growth, the efficient allocation of
30 resources, predictability and stability in the planning and development process, and the
31 protection of both public and private property interests, the Board of County
32 Commissioners finds that any residential density standards in its Comprehensive Plan
33 should be measured based on those density standards it has adopted for zoning
34 districts in its Land Development Code; and

35
36 **WHEREAS**, the Escambia County Planning Board conducted a public hearing
37 and forwarded a recommendation to the Board of County Commissioners to approve
38 changes (amendments) this amendment to the its Comprehensive Plan; and

39
40 **WHEREAS**, the Board of County Commissioners of Escambia County, Florida
41 finds that the adoption of this amendment is in the best interest of the County and its
42 citizens;_

43
44 **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of
45 Escambia County, Florida, as follows:
46

1
2 **Section 1. Purpose and Intent**

3
4 This Ordinance is enacted to carry out the purpose and intent of, and exercise the
5 authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215,
6 Florida Statutes.
7

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

9
10 This Comprehensive Plan amendment shall be entitled – "CPA 2014-02-Density Text
11 Amendment."
12

13 **Section 3. Amendment to Residential Density Standards**

14
15 Chapter 7, FLU 1.3.1 of the Escambia County Comprehensive Plan 2030 is hereby
16 amended as stated in Attachment A, attached and incorporated into this ordinance.
17

18 **Section 34. Severability**

19
20 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
21 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect
22 the validity of the remaining portions of this Ordinance.
23

24 **Section 45. Inclusion in the Code**

25
26 It is the intention of the Board of County Commissioners that the provisions of this
27 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that
28 the sections, subsections and other provisions of this Ordinance may be renumbered or
29 re-lettered and the word "ordinance" may be changed to "section," "article," or such
30 other appropriate word or phrase in order to accomplish such intentions.
31

32 **Section 56. Effective Date**

33
34 Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become
35 effective until 31 days after the Department of Economic Opportunity notifies Escambia
36 County that the plan amendment package is complete. If timely challenged, this
37 Ordinance shall not become effective until the Department of Economic Opportunity or
38 the Administration Commission enters a final order determining the Ordinance to be in
39 compliance.
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DONE AND ENACTED this _____ day of _____, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

1 **OBJ FLU 1.3 Future Land Use Map Designations**

2
3 Designate land uses on the FLUM to discourage urban sprawl, promote mixed
4 use, compact development in urban areas, and support development compatible
5 with the protection and preservation of rural areas.

6
7 **POLICIES**

8
9 **FLU 1.3.1 Future Land Use Categories.** General descriptions, range of allowable
10 uses and residential densities and non-residential intensities for all future land use
11 categories are outlined in Table 4 below. Notwithstanding any residential density
12 standards imposed by these future land use categories, residential density shall be
13 determined by the applicable zoning district, unless a dwelling unit cap is otherwise
14 established by this Comprehensive Plan.

15
16 **FLUM Agriculture (AG)**

17
18 **General Description:** Intended for routine agricultural and silvicultural related activities
19 and very low density residential uses. Also allows for commercial activity limited to
20 those endeavors ancillary to agricultural and silvicultural pursuits or in support of
21 agricultural activities such as seed, feed and food outlets, farm equipment and repair
22 and veterinary services.

23
24 **Range of Allowable Uses:**

25 Agriculture, silviculture, residential, recreational, public and civic, limited ancillary
26 or supportive, commercial.

27
28 **Standards:**

29 **Residential** Minimum Density: None

30 Maximum Density: 1 du/20 acres

31 **Non-Residential:** Minimum Intensity: None.

32 Maximum Intensity: 0.25 Floor Area Ratio (FAR).

33
34 **FLUM Rural Community (RC)**

35
36 **General Description:** Intended to recognize existing residential development and
37 neighborhood serving nonresidential activity through a compact development pattern
38 that serves the rural and agricultural areas of Escambia County.

39
40 **Range of Allowable Uses:**

41 Agriculture, silviculture, residential, recreational facilities, public and civic, compact
42 traditional neighborhood supportive commercial.

43
44 **Standards:**

45 **Residential** Minimum Density: None

1 Maximum Density: 2 du/acre
2 **Non-Residential** Minimum Intensity: None
3 Maximum Intensity: 0.25 Floor Area Ratio (FAR)

4
5 **FLUM Mixed-Use Suburban (MU-S)**

6
7 **General Description:** Intended for a mix of residential and non-residential uses while
8 promoting compatible infill development and the separation of urban and suburban land
9 uses.

10
11 **Range of Allowable Uses:**

12 Residential, retail services, professional office, recreational facilities, public and civic.

13
14 **Standards:**

15 **Residential** Minimum Density: 2 du/acre
16 Maximum Density: 10 du/acre

17 **Non-Residential** Minimum Intensity: None
18 Maximum Intensity: 1.0 Floor Area Ratio (FAR)

19
20 Escambia County intends to achieve the following mix of land uses for new
21 development within ¼ mile of arterial roadways or transit corridors by 2030:

- 22
23 a) Residential 8% to 25%
24 b) Public/Rec/Inst. 5% to 20%
25 c) Non-Residential:
26 Retail Service-30% to 50%
27 Office-25% to 50%

28
29 In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land
30 uses is anticipated:

- 31
32 a) Residential 70% to 85%
33 b) Public/Rec/Inst. 10% to 25%
34 c) Non-Residential 5% to 10%

35
36 **FLUM Mixed-Use Urban (MU-U)**

37
38 **General Description:** Intended for an intense mix of residential and non-residential
39 uses while promoting compatible infill development and the separation of urban and
40 suburban land uses within the category as a whole.

41
42 **Range of Allowable Uses:**

43 Residential, retail and services, professional office, light industrial, recreational facilities,
44 public and civic.

- 1 **Standards:**
- 2 **Residential** Minimum Density: 3.5 du/acre
- 3 Maximum Density: 25 du/acre
- 4 **Non-Residential** Minimum Intensity: 0.25 Floor Area Ratio (FAR)
- 5 Maximum Intensity: 2.0 Floor Area Ratio (FAR)

6

7 Escambia County intends to achieve the following mix of land uses for new
8 development within a ¼ mile of arterial roadways or transit corridors by 2030:

- 9
- 10 a) Residential 8% to 25%
- 11 b) Public/Rec/Inst. 5% to 20%
- 12 c) Non-Residential:
- 13 Retail/Service 30% to 50%
- 14 Office 25% to 50%
- 15 Light Industrial 5% to 10%

16

17 In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land
18 uses is anticipated:

- 19
- 20 a) Residential 70% to 85%
- 21 b) Public/Rec/Inst. 10% to 25%
- 22 c) Non-Residential 5% to 10%

23

24 **FLUM Mixed-Use Perdido Key (MU-PK)**

25

26 **General Description:** Intended for a complementary mix of residential, commercial and
27 tourism (resort) related uses. Residential development in the MU-PK FLUM category
28 shall be limited to 7,150 dwelling units and 1,000 lodging units.

29

30 **Range of Allowable Uses:**

31 Single family and multi-family residential; condominiums; hotels/motels, commercial,
32 active and passive recreational facilities, plazas and other civic uses; public and quasi-
33 public facilities (including government facilities, public utilities, religious facilities and
34 organizations).

35

36 In the low and medium density residential zoning districts the non-residential uses may
37 include churches, public utilities and facilities, parks and recreation areas, golf courses,
38 tennis courts, swimming pools, etc. In the medium density residential zoning districts,
39 non-residential uses may also include kindergarten and childcare centers and
40 professional offices (architects, engineers, lawyers, consultants, medical/dental, real
41 estate, insurance, etc.)

42

43 The uses allowed in the commercial district include a full range of commercial enterprise
44 activities and are contingent upon conformity of such uses with all requirements of this
45 Plan and the Perdido Key zoning regulations, thereby assuring that such commercial

1 development is undertaken in an environmentally sensitive manner. When using density
2 transfers, densities may not be transferred to parcels south of Perdido Key Drive.

3
4 **Standards:**

5 Maximum Density: 25 du/acre (based on proposed zoning districts)

6 Maximum Intensity: 6.0 Floor Area Ratio (FAR)

7 Minimum pervious area 20%

8 Maximum impervious cover area 80%

9
10 **FLUM Mixed-Use Pensacola Beach (MU-PB)**

11
12 **General Description:**

13 Intended for a complementary mix of uses on the developable lands at Pensacola
14 Beach and is designed to accommodate and encourage innovative land development
15 types and arrangements. Residential development in the MU-PB FLUM category shall
16 be limited to 4,128 dwelling units and 726 lodging units.

17
18 **Range of Allowable Uses:**

19 The location and distribution of uses shall generally follow the distribution of uses
20 included in the 1988 Pensacola Beach Land Utilization Plan, which is included in
21 Chapter 1 of the Foundation Document and Chapter 85-409, Laws of Florida. Other
22 allowable uses include public utilities and facilities, religious and educational facilities
23 and medical facilities. Note: Laws of Florida, Chapter 85-409, prohibits residential or
24 commercial development of a specified parcel within this category. Further, provisions
25 within the Land Utilization Plan provide that environmental studies be completed prior to
26 approving any development or use of the specified parcel.

27
28 **Standards:**

29 Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50%
30 open space/recreation. Also, densities may be increased, decreased or transferred on
31 any particular parcel to provide protection to important natural resources, accommodate
32 the provision of adequate and functional open space and the provision of a
33 complimentary mix of recreation uses within the Pensacola Beach Community.

34 Site specific densities and uses will be further defined by the lease agreements for
35 individual parcels, the 1985 Bond Validation Compromise and Settlement, and Special
36 Acts of the legislature regarding land use, ownership and development on Pensacola
37 Beach. However, development thresholds established by this Policy shall not be
38 exceeded unless this Comprehensive Plan has been amended and such amendment
39 provides for increased development thresholds.

40
41 **FLUM Commercial (C)**

42
43 **General Description:** Intended for professional office, retail, wholesale, service and
44 general business trade. Residential development may be permitted only if secondary to
45 a primary commercial development.

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Range of Allowable Uses:

Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.

Standards:

Residential Minimum Density: None

Maximum Density: 25 du/acre

Non-Residential

Minimum Intensity: None

Maximum Intensity: 1.0 Floor Area Ratio (FAR)

FLUM Industrial (I)

General Description: Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents.

Range of Allowable Uses:

Light to intensive industrial, ancillary retail and office. No new residential development is allowed.

Standards:

Residential Minimum Density: None

Maximum Density: None

Non-Residential Minimum Intensity: None

Maximum Intensity: 1.0 Floor Area Ratio (FAR)

FLUM Conservation (CON)

General Description: Intended for the conservation of important natural resources, such as wetlands, marshes and significant wildlife habitats. This may include passive recreational opportunities for citizens of and visitors to the County.

Range of Allowable Uses:

Passive parks and trails, preservation lands, educational uses that use natural amenities for public benefit. No new residential development is allowed.

Standards:

Residential Minimum Density: None

Maximum Density: None

Non-Residential Minimum Intensity: None

Maximum Intensity: None

1 **FLUM Recreation (REC)**

2
3 **General Description:** Recreational opportunities for the Escambia County citizens
4 including a system of public and private park facilities.
5

6 **Range of Allowable Uses:**

7 Active and passive recreation activities and amenities, park facilities such as boat
8 launch, basketball courts, tennis courts, baseball and softball fields, meeting halls and
9 the like. No new residential development is allowed.

10
11 **Standards:**

12 **Residential**

13 Minimum Density: None

14 Maximum Density: None

15 **Non-Residential** Minimum Intensity: None

16 Maximum Intensity: 0.5 Floor Area Ration (FAR)

17
18 **FLUM Public (P)**

19
20 **General Description:** Provides for uses or facilities owned or managed by the Federal,
21 State or county government or other public institutions or agencies.
22

23 **Range of Allowable Uses:**

24 Public parks, local, regional, State or Federal facilities, public structures or lands, quasi-
25 public facilities providing public services.
26

27 **Standards:**

28 **Residential** Minimum Density: None

29 Maximum Density: None

30 **Non-Residential** Minimum Intensity: None

31 Maximum Intensity: None

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: _____

Date: _____

Date requested back by: _____

Requested by: _____

Phone Number: _____



(LEGAL USE ONLY)

Legal Review by _____

Date Received: _____

_____ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

Planning Board-Regular

6. C.

Meeting Date: 06/03/2014

Issue: Funeral Establishments, Cemeteries, Cinerators and Related Services

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

A Public Hearing Concerning the Review of an Ordinance Amending Articles 3, 6 and 11

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance to the Land Development Code (LDC) amending Article 3, Section 3.02.00 by adding and amending definitions for funeral establishments, cemeteries, cinerators and related consumer services. Amending Article 6 by establishing locational criteria for funeral establishments, cemeteries, cinerators and related consumer services. Amending Article 11 by authorizing certain funeral establishments, cemeteries, cinerators and related consumer services in the Airfield Influence Planning Districts.

BACKGROUND:

Staff was directed to present to the Planning Board an ordinance addressing definitions, zoning locational criteria for activities related to funeral establishments, cemeteries, cinerators and related consumer services.

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 Ryan E. Ross, 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

Attachment A (Art3)

Attachment B (Art 6)

Attachment C (Art 11)

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: _____

Date: _____

Date requested back by: _____

Requested by: _____

Phone Number: _____



(LEGAL USE ONLY)

Legal Review by _____

Date Received: _____

_____ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

1 **SECTION 2.** **DEFINITIONS.**

2 Part III of the Escambia County Code of Ordinances, the Land Development Code of
3 Escambia County, parts of Articles 3, is hereby amended as follows (words underlined
4 are additions and words ~~stricken~~ are deletions): **Attachment A.**

5
6 **SECTION 3.** **ZONING DISTRICTS.**

7 Part III of the Escambia County Code of Ordinances, the Land Development Code of
8 Escambia County, Article 6, is hereby amended as follows (words underlined are
9 additions and words ~~stricken~~ are deletions): **Attachment B.**

10
11 **SECTION 4.** **AIRPORT/AIRFIELD ENVIRONS.**

12 Part III of the Escambia County Code of Ordinances, the Land Development Code of
13 Escambia County, Article 11, is hereby amended as follows (words underlined are
14 additions and words ~~stricken~~ are deletions): **Attachment C.**

15
16 **SECTION 5.** **SEVERABILITY.**

17 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
18 unconstitutional by any Court of competent jurisdiction, then said holding shall in no way
19 affect the validity of the remaining portions of this Ordinance.

20
21 **SECTION 6.** **INCLUSION IN CODE.**

22 It is the intention of the Board of County Commissioners that the provisions of
23 this Ordinance shall be codified as required by F.S. § 125.68 (2011); and that the
24 sections, subsections and other provisions of this Ordinance may be renumbered or re-
25 lettered and the word “ordinance” may be changed to “section,” “article,” or such other
26 appropriate word or phrase in order to accomplish such intentions.

27
28 **SECTION 7.** **EFFECTIVE DATE.**

29
30 This Ordinance shall become effective upon filing with the Department of State.

1 **DONE AND ENACTED** this _____ day of _____, 2014.

2

3

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

4

5

6

By: _____

7

Lumon J. May, Chairman

8

9

**ATTEST: PAM CHILDERS
Clerk of the Circuit Court**

10

11

12

By: _____

13

Deputy Clerk

14

(SEAL)

15

16

ENACTED:

17

18

FILED WITH THE DEPARTMENT OF STATE:

19

20

EFFECTIVE DATE:

21

1 **Article 3. DEFINITIONS**

2 **3.02.00. Terms defined.**

3 ~~*Cemetery.* Land used or dedicated to the interment of the deceased. May include a burial park for earth~~
4 ~~interments, a crematorium and columbarium for cinerary interments, a mausoleum for vault or crypt~~
5 ~~interments, or a combination thereof, and necessary sales and maintenance facilities. Mortuaries may~~
6 ~~be included when operated within the boundary of such cemetery and if allowed in the same zoning~~
7 ~~district as the cemetery.~~

8 *Cemetery.* Means a place dedicated to and used or intended to be used for the permanent interment of
9 human remains or cremated remains. A cemetery may contain land or earth interment; mausoleum,
10 vault, or crypt interment; a columbarium, ossuary, scattering garden, or other structure or place used or
11 intended to be used for the interment or disposition of cremated remains; or any combination of one or
12 more of such structures or places.

13
14 *Cinerator.* Means a facility where dead human bodies are subjected to cremation.

15
16 *Columbarium.* Means a structure or building that is substantially exposed above the ground and that is
17 intended to be used for the inurnment of cremated remains.

18
19 *Cremation.* Means any mechanical or thermal process whereby a dead human body is reduced to ashes
20 and bone fragments. Cremation also includes any other mechanical or thermal process whereby human
21 remains are pulverized, burned, re Cremated, or otherwise further reduced in size or quantity.

22
23 *Direct disposition.* Means the cremation of human remains without preparation of the human remains
24 by embalming and without any attendant services or rites such as funeral or graveside services or the
25 making of arrangements for such final disposition.

26
27 *Direct disposal establishment.* Means a licensed facility where a direct disposer practices direct
28 disposition.

29
30 *Funeral establishment.* Means a facility licensed under F. S. chapter 497, where a funeral director or
31 embalmer practices funeral directing or embalming.

32
33 *Mausoleum.* Means a structure or building that is substantially exposed above the ground and that is
34 intended to be used for the entombment of human remains.

35

1 **Article 6. ZONING DISTRICTS.**

2 **6.05.00. District regulations.**

3

4 *6.05.01. AG agricultural district, low density.*

5

6 *A. Intent and purpose of district.* This district is intended to identify those areas used primarily for
7 farming, and/or the raising of livestock, and silviculture. A primary purpose of this district is to
8 provide for the continuation and expansion of viable agricultural activities within the county by
9 providing for compatibility among permitted uses and by preserving open spaces through low
10 district-wide residential densities. The maximum density is 1.5 acres per dwelling unit. Refer to
11 article 11 for uses, heights and densities allowed in AG - agricultural areas located in the
12 Airport/Airfield Environs.

13 *B. Permitted uses.*

14

- 15 1. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
16 2. Silviculture.
17 3. Mariculture and aquaculture.
18 4. Single-family residences.
19 5. Campground and recreational vehicle parks.
20 6. Public utility.
21 7. Stables, private and public.
22 8. Animal hospitals, clinics and kennels. 9. Display and sale of fruit, vegetables and similar
23 agricultural products.
24 10. Mobile homes as a single-family dwelling, subject to the other relevant provisions of this
25 Code.
26 11. Places of worship.
27 12. Educational facilities.
28 13. Clubs and lodges.
29 14. Guest residences.
30 15. Public utility and service structures not included in subparts C. or D., below.
31 16. Feed and farm equipment stores.
32 17. Other rural area related commercial uses meeting the locational requirements of
33 Comprehensive Plan Policy FLU 1.1.10.
34 18. Golf courses, tennis centers, swimming clubs, and customary attendant facilities and
35 accessory buildings.
36 19. Commercial communication towers 150 feet or less in height.
37 20. Family day care homes and family foster homes.
38 21. Borrow pits and reclamation activities thereof (subject to local permit and development
39 review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII,
40 and performance standards in Part III, the Land Development Code, article 7).
41 [22. Reserved]
42 23. Hunting preserves, shooting ranges, gun and rifle clubs, etc.
43 24. Public parks and recreation facilities
44 25. Cemeteries, family cemeteries, funeral establishments.

1
2 C. *Prohibited uses.*

- 3
4 1. Multifamily dwellings.
5 2. Landfills.

6
7 D. *Conditional uses.*

- 8
9 1. Public buildings for general administrative, executive or studio functions, or for general
10 warehousing or maintenance operations.
11 2. Wastewater treatment facilities, electric power generation facilities or substations, and solid
12 waste transfer stations or collection points and/or processing facilities.
13 3. Oil wells/mineral extraction and commercial antenna towers more than 150 feet in height.
14 4. Hospitals, nursing homes and similar uses, except in the Coastal High Hazard Area (CHHA)
15 future land use categories.
16 5. The raising of exotic animals and birds.
17 6. Junkyards, salvage yards, and waste tire processing facilities.
18 7. Two-family dwellings.
19 8. Clinics.
20 9. Cinerators, cremation services, direct disposal establishments.

21
22 E. *Site and building requirements.*

23 1. *Lot area, minimum.*

- 24 a. Single-family residence. One and one-half acres (65,340 square feet), however, any
25 deed or gift of any parcel of land given without valuable consideration to any member
26 of the donor's immediate family shall be exempted from the minimum lot area
27 requirements. The deeding option shall be limited to one time only for each immediate
28 family member.
29 b. Public utility uses, animal hospitals, churches and schools shall be exempted from the
30 minimum lot area requirement.
31 c. Animal clinics and kennels or other boarding facilities--Two acres minimum.
32 d. Cemeteries—Two acres minimum.

33
34 6.05.02. *RR rural residential district (cumulative), low density.*

35
36 A. *Intent and purpose of district.* This district is intended to be a single-family residential area of low
37 density in a semi-rural or rural environment. This district is intended to provide a transition from
38 urban to rural densities and agricultural uses. The maximum density is two dwelling units per
39 acre. Refer to article 11 for uses, heights and densities allowed in RR - rural residential areas
40 located in the Airport/Airfield Environs.

41
42 B. *Permitted uses.*

- 1 1. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit
- 2 and development review requirements per Escambia County Code of Ordinances, Part I, Chapter
- 3 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
- 4 2. Any use permitted in the preceding district except as noted below.

5 C. *Conditional uses.*

- 6 1. Public riding stables.
- 7 2. Kennels.
- 8 3. Animal hospitals and veterinary clinics.
- 9 4. Public buildings for general administrative, executive or studio functions, or for general
- 10 warehousing or maintenance operations.
- 11 5. Home occupations with employees.
- 12 6. Country clubs, golf courses and tennis clubs.
- 13 7. Any conditional use permitted in the preceding district, except antenna towers.
- 14 8. Guest residence for medical care.
- 15 9. Borrow pits and reclamation activities thereof (subject to local permit and development
- 16 review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII,
- 17 and performance standards in Part III, the Land Development Code, article 7).
- 18 10. Solid waste transfer stations, collection points, and/or processing facilities.

19 D. *Prohibited uses.*

- 20 1. Any use prohibited in the AG district.
- 21 2. Commercial communication towers.
- 22 3. Junkyards, salvage yards, and waste tire processing facilities.

24 E. *Site and building requirements.*

- 25 1. *Lot area, minimum.*
- 26 Single-family dwelling . . . 1/2 acre
- 27 Horses and private stables . . . 2 acres
- 28 Campgrounds . . . 5 acres
- 29 Place of worship . . . 1 acre
- 30 Educational facilities . . . 1 acre
- 31 Kennels . . . 2 acres
- 32 Keeping of farm animals . . . 2 acres
- 33 Cemeteries... 2 acres

35 6.05.03. *AMU-1 airfield mixed use-1 district (noncumulative).*

36 A. *Intent and purpose of district.* The airfield mixed-use-1 district allows a compatible mix of certain
37 types of commercial uses and single-family residential uses within the airfield influence planning
38 district-1 (AIPD-1). The intent is to give a commercial option to property owners without the
39 accompanying high residential densities allowed in the cumulative commercial districts. Buffering

1 and landscaping/site requirements are more stringent than normal to protect residential uses from
 2 possible negative impacts if near commercial development. Additionally, the type of commercial use
 3 is limited to correspond to military recommendations and article 11 requirements. All commercial
 4 development, redevelopment, or expansion must be consistent with the locational criteria in the
 5 Comprehensive Plan (Policies FLU 1.1.10) and article 7. While the intent is for this zoning district to
 6 apply primarily to the AIPD-1 overlay areas, it can also be utilized in other unincorporated areas of
 7 Escambia County in which it is compatible with the future land use category with a maximum
 8 density of three d.u./acre. Maximum density is commensurate with the density specified in the
 9 accident potential zone (APZ) or AIPD area in which the site is located. (See adopted maps.)

10 All lots of record as of August 21, 2001, are allowed one single-family residence regardless of density
 11 limitations.

12 The following densities shall apply in airfield mixed use-1:

13 1. *NAS Pensacola*

14 TABLE INSET:

a.	CZ (Clear Zone)	0 d.u./acre
b.	AIPD-1 Area A" "	0 d.u./acre
c.	APZ-1 (NASP)	0 d.u./acre (off the end of the runway)
d.	APZ-1 (All others)	1 d.u./2.5 acres
e.	APZ-2 (NASP)	2 d.u./acre (off the end of the runway)
f.	APZ-2 (All others)	3 d.u./acre
g.	AIPD-1 Area B" "	3 d.u./acre

15 2. *NOLF Saufley*

17 TABLE INSET:

a.	Clear Zones (CZ)	0 d.u./acre
b.	APZ-1	1 d.u./2.5 acres
c.	APZ-2	3 d.u./acre
d.	AIPD-1 Area B" "	3 d.u./acre

19 TABLE INSET:

a.	AIPD-1 Area B" "	3 d.u./acre
----	------------------	-------------

21 B. *Permitted uses.*

22 1. Single-family residential house.

23 2. Mobile homes are allowed as single-family dwellings, subject to the other relevant provisions
 24 of this Code. No mobile home parks allowed.

1 3. The growing of vegetables or other food crops for personal consumption by the residents (in
2 all APZ areas plus Area "A" and Area "B").

3 4. Automobile service stations (no outside storage, minor repair only) (floor area ratio (FAR) 0.14
4 in APZ-1 and 0.28 in APZ-2).

5 5. Bicycle sales and mechanical services (no outside storage) (FAR 0.11 in APZ-1 and 0.22 in APZ-
6 2).

7 6. Appliance repair shops (no outside storage or work permitted) (FAR 0.11 in APZ-1 and 0.22 in
8 APZ-2).

9 7. Contract construction services (FAR 0.11 in APZ-1 and 0.22 in APZ-2).

10 8. Public utility and service structures (APZ-1, APZ-2 and Area "B").

11 9. Professional offices as listed are allowed in APZ-2 and Area "B" only (FAR 0.22): a. Architects,
12 engineers, lawyers. b. Tax consultants, accountants. c. Real estate, insurance offices and finance.

13 10. Neighborhood retail sales and services listed below, in APZ-2. Gross floor area of building not
14 to exceed 6,000 square feet. No permanent outside storage allowed (FAR 0.22).

15 a. Food and drugstores (FAR 0.24).

16 b. Personal service shops (FAR 0.22).

17 c. Clothing and dry goods store (FAR 0.28).

18 d. Specialty shops (FAR 0.22).

19 e. Bakeries whose products are made and sold at retail on the premises (FAR 0.24).

20 f. Florists shops provided that products are displayed and sold wholly within an enclosed
21 building (FAR 0.22).

22 g. Small shopping centers 65,000 square feet or less (FAR 0.22).

23 11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit
24 and development review requirements per Escambia County Code of Ordinances, Part I, Chapter
25 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

26 12. Family cemeteries.

27 *6.05.05. R-1 single-family district, low density.*

28 *A. Intent and purpose of district.* This district is intended to be a single-family residential area
29 with large lots and low population density. The maximum density is four dwelling units per acre.
30 Refer to article 11 for uses and densities allowed in R-1, single-family areas located in the

1 Airport/Airfield Environs. Structures within Airport/Airfield Environs, Zones, and Surfaces remain
 2 subject to the height definitions, height restrictions, and methods of height calculation set forth
 3 in article 11. Refer to the overlay districts within section 6.07.00 for additional regulations
 4 imposed on individual parcels with R-1 zoning located in the Scenic Highway Overlay District and
 5 RA-1(OL) Barrancas Redevelopment Area Overlay District.

6 *B. Permitted uses.*

- 7 1. Single-family detached dwellings and their customary accessory structures and uses. 2. The
- 8 growing of vegetables or other food crops is permitted as long as the primary purpose for
- 9 such activity is to provide for personal consumption by the residents. The raising of crops or
- 10 other plants for commercial purposes is prohibited.
- 11 3. Public utility.
- 12 4. Marina (private).
- 13 5. Residential dock or pier.
- 14 6. Family day care homes and family foster homes.
- 15 7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local
- 16 permit and development review requirements per Escambia County Code of Ordinances, Part
- 17 I, Chapter 42, article VIII, and performance standards in Part III, the Land Development Code,
- 18 article 7).
- 19 8. Family cemeteries.

20 *6.05.12. R-5 urban residential/limited office district, (cumulative) high density.*

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

29 *B. Permitted uses.*

- 30 1. Any permitted uses in the R-4 district.
- 31 2. Professional offices including, but not limited to, those of architects, engineers, lawyers,
- 32 tax consultants, accountants and medical and dental clinics, real estate and insurance offices.
- 33 3. Mobile homes as single-family residences.
- 34 4. Public utility and service structures.
- 35 5. Other uses which are similar or compatible to the uses permitted herein that would
- 36 promote the intent and purposes of this district. Determination on other permitted uses shall
- 37 be made by the planning board (LPA).
- 38
- 39

1 C. *Prohibited uses.* Any business which displays merchandise to be sold on the premises unless
 2 such business is part of a multistory, or multiunit, predominately residential project or accessory
 3 to the office use.

4
 5 D. *Conditional uses.*

- 6 1. Any conditional uses allowed in the preceding districts.
- 7 2. Cemeteries, ~~mausoleums and crematoriums.~~
- 8 3. Enclosed animal hospitals and veterinary clinics.
- 9 4. Mobile home subdivisions and parks.
- 10 5. Private clubs and lodges.
- 11 6. Funeral establishments.
- 12 7. Cinerators, cremation services, direct disposal establishments.

13
 14 6.05.14. *C-1 retail commercial district (cumulative).*

15 A. *Intent and purpose of district.* This district is composed of lands and structures used primarily to
 16 provide for the retailing of commodities and the furnishing of selected services. The district provides
 17 for various commercial operations where all such operations are within the confines of the building
 18 and do not produce undesirable effects on nearby property. New residential uses located in a
 19 commercial FLU category are only permitted as part of a predominantly commercial development in
 20 accordance with Policy FLU 1.3.1 of the Comprehensive Plan. The maximum density for residential
 21 uses is 25 dwelling units per acre, except in the Low Density Residential (LDR) future land use
 22 category where the maximum density is 18 dwelling units per acre. Refer to article 11 for uses,
 23 heights and densities allowed in C-1, retail commercial areas located in the Airport/Airfield Environs.
 24 Refer to the overlay districts within section 6.07.00 for additional regulations imposed on individual
 25 parcels with C-1 zoning located in the C-3(OL) Warrington Commercial Overlay District, Scenic
 26 Highway Overlay District, C-4(OL) Brownsville-Mobile Highway and "T" Street Commercial Overlay
 27 District, or RA-1(OL) Barrancas Redevelopment Area Overlay District.
 28 All retail commercial (C-1) development, redevelopment, or expansion must be consistent with the
 29 locational criteria in the Comprehensive Plan (Policies FLU 1.1.10) and in article 7.

30
 31 B. *Permitted uses.*

- 32
- 33 1. Any use permitted in the R-6 district.
- 34 2. Places of worship, educational institutions or facilities.
- 35 3. Personal service establishments such as, but not limited to, banks, beauty parlors, medical
 36 and dental clinics, restaurants including on-premises consumption of alcohol, financial
 37 institutions, professional and other offices, parking garages and lots, laundry and dry cleaning
 38 pickup stations, self-service coin-operated laundry and dry cleaning establishments, shoe repair,
 39 tailoring, watch and clock repair, locksmiths and data processing.

- 1 4. Retail business including, but not limited to: drug, package, hardware stores, book, stationery,
- 2 china and luggage shops, newsstands, florists, photographic supplies and studios, wearing
- 3 apparel shops, paint and wallpaper; accessory storage for retail uses.
- 4 5. Restaurants. Drive-in or drive-thru restaurants provided that the boundaries of the tract of
- 5 land on which they are located are in excess of 200 feet from any R-1 or R-2 districts unless
- 6 separated from such district by a three lane road (or larger) or a minimum 60-foot right-of-way.
- 7 6. Automobile repair shops for ignition, fuel, brake and suspension systems or similar uses.
- 8 7. Automobile service stations including minor auto repairs.
- 9 8. Automobile washing facility.
- 10 9. Hotels and motels.
- 11 10. Off-premises signs, billboards and other sign structures erected, located and maintained as
- 12 provided for in article 8 of this Code.
- 13 11. Grocery, produce, meat and convenience stores, including the incidental sale of gasoline.
- 14 12. Health and fitness clubs.
- 15 13. Hospitals.
- 16 14. Printing, bookbinding, lithography and publishing companies.
- 17 15. Interior decorating, home furnishing, and furniture stores.
- 18 16. Music conservatory, dancing schools and art studios.
- 19 17. Music, radio and television shops.
- 20 18. ~~Mortuary and funeral establishments.~~ homes.
- 21 19. Dry cleaning establishments provided that equipment used emits no smoke or escaping
- 22 steam and uses nonflammable synthetic cleaning agents (perchloroethylene, trichloroethylene,
- 23 etc.)
- 24 20. Indoor movie theaters.
- 25 21. Enclosed animal hospitals and veterinary clinics.
- 26 22. Campgrounds.
- 27 23. Secondhand stores and used clothing deposit box when such boxes are operated (placed) by
- 28 charitable organizations.
- 29 24. Wholesale warehousing (if less than 10,000 square feet).
- 30 25. Mini-warehouses. No ancillary truck rental service or facility allowed without conditional use
- 31 approval.
- 32 26. Bowling alleys, skating rinks and billiard parlors providing such activities and facilities are
- 33 enclosed within a soundproof building.
- 34 27. Recreational and commercial marinas.
- 35 28. Garden shops or nurseries displaying plants, shrubs, trees, etc., outdoors adjacent to the
- 36 garden shop or nursery.
- 37 29. Antique shops, pawn shops.
- 38 30. Commercial communication towers 150 feet or less in height.
- 39 31. Arcade amusement centers and bingo facilities.
- 40 32. Family cemeteries.
- 41 33. Cemeteries.

1 324. Other uses which are similar or compatible to the uses permitted herein that would
2 promote the intent and purposes of this district. Determination on other permitted uses shall be
3 made by the planning board (LPA).
4

5 6.05.16. C-2 General commercial and light manufacturing district (cumulative).

6 A. *Intent and purpose of district.* This district is composed of certain land and structures used to
7 provide for the wholesaling and retailing of commodities and the furnishing of several major
8 services and selected trade shops. The district also provides for operations entailing manufacturing,
9 fabrication and assembly operations where all such operations are within the confines of the
10 building and do not produce excessive noise, vibration, dust, smoke, fumes or excessive glare.
11 Outside storage is allowed with adequate screening being provided (see section 7.01.06.E.).
12 Characteristically, this type of district occupies an area larger than that of the C-1 retail commercial
13 district, is intended to serve a considerably greater population, and offers a wider range of services.
14 New residential uses located in a Commercial FLU category are only permitted as part of a
15 predominantly commercial development in accordance with Comprehensive Plan Policy FLU 1.3.1.
16 The maximum density for residential uses is 25 dwelling units per acre, except in the Low Density
17 Residential FLU category where the maximum density is 18 dwelling units per acre. Refer to article
18 11 for uses, heights and densities allowed in C-2, general commercial and light manufacturing areas
19 located in the Airport/Airfield Environs. Refer to the overlay districts within section 6.07.00 for
20 additional regulations imposed on individual parcels with C-2 zoning located in the C-3(OL)
21 Warrington Commercial Overlay District or C-4(OL) Brownsville-Mobile Highway and "T" Street
22 Commercial Overlay District.
23

24 All general commercial and light manufacturing (C-2) development, redevelopment, or expansion
25 must be consistent with the locational criteria in the Comprehensive Plan (policy FLU 1.1.10) and in
26 article 7.
27

28 B. *Permitted uses.*

- 29 1. Any use permitted in the C-1 district.
- 30 2. Amusement and commercial recreational facilities such as, but not limited to, amusements
31 parks, shooting galleries, miniature golf courses, golf driving ranges, baseball batting ranges and
32 trampoline centers.
- 33 3. Carnival-type amusements when located more than 500 feet from any residential district.
- 34 4. Distribution warehousing, and mini-warehouses with ancillary truck rental services.
- 35 5. New and used car sales, mobile home and motorcycle sales and mechanical services. No
36 intrusions are permitted on the public right-of-way (see section 6.04.09).
- 37 6. Automobile rental agencies. No intrusions are permitted on the public right-of-way (see
38 section 6.04.09).
- 39 7. Truck, utility trailer, and RV rental service or facility. No intrusions are permitted on the public
40 right-of-way (see section 6.04.09).
- 41 8. Automobile repairs, including body work and painting services.

- 1 9. Radio broadcasting and telecasting stations, studios and offices with on-site towers 150 feet
 2 or less in height. See section 7.18.00 for performance standards.
 3 10. Commercial food freezers and commercial bakeries.
 4 11. Building trades or construction office and warehouses with outside on-site storage.
 5 12. Marinas, all types including industrial.
 6 13. Cabinet shop.
 7 14. Manufacturing, fabrication and assembly type operations which are contained and enclosed
 8 within the confines of a building and do not produce excessive noise, vibration, dust, smoke,
 9 fumes or excessive glare.
 10 15. Commercial communication towers 150 feet or less in height.
 11 16. Taxicab companies.
 12 17. Bars and nightclubs.
 13 18. Boat sales and service facilities.
 14 19. Boat and recreational vehicle storage. (No inoperable RVs, untrailerred boats, repair,
 15 overhaul or salvage activity permitted. Storage facility must be maintained to avoid nuisance
 16 conditions as defined in section 7.07.06.)
 17 20. Adult entertainment uses subject to the locational criteria listed below (See Escambia
 18 County, Code of Ordinances sections 18-381 through 18-392 for definitions and enforcement;
 19 additionally refer to Chapter 6, article IV, Division 2, titled "Nudity and Indecency"). However,
 20 these C-2 type uses are not permitted in the Gateway Business Districts.
 21 a. Adult entertainment uses must meet the minimum distances as specified in the
 22 following locational criteria:
 23 (1) One thousand feet from a preexisting adult entertainment establishment;
 24 (2) Three hundred feet from a preexisting commercial establishment that in any
 25 manner sells or dispenses alcohol for on-premises consumption;
 26 (3) One thousand feet from a preexisting place of worship;
 27 (4) One thousand feet from a preexisting educational institution;
 28 (5) One thousand feet from parks and/or playgrounds;
 29 (6) Five hundred feet from residential uses and areas zoned residential within the
 30 county.
 31 21. Borrow pits and reclamation activities thereof (subject to local permit and development
 32 review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII,
 33 and performance standards in Part III, the Land Development Code, article 7).
 34 22. Temporary structures. (See section 6.04.16)
 35 23. Arcade amusement centers and bingo facilities.
 36 24. Outdoor sales.
 37 25. Other uses similar to those permitted herein. Determination on other permitted uses shall
 38 be made by the planning board (LPA).
 39 C. *Conditional uses.*
 40 1. Kennels.
 41 2. Heliports.

- 1 3. Automobile race track.
- 2 4. Solid waste transfer stations, Material Recovery Facilities, collection points, and/or
- 3 processing facilities.
- 4 5. Junkyards, salvage yards, and waste tire processing facilities.
- 5 6. Cinerators, cremation services, direct disposal establishments.

6
7 *6.05.17. ID-CP commerce park, district (cumulative).*

8
9 *A. Intent and purpose.* This district is intended to provide for relatively large scale light industrial
10 commerce and business park areas. Uses located in this district are protected from adverse impacts
11 of incompatible industrial and commercial uses. A high level of site design standards are required for
12 review during the development review process. Refer to article 11 for uses, heights and densities
13 allowed in ID-CP, commercial park areas located in the Airport/Airfield Environs. All industrial
14 development, redevelopment, or expansion must be consistent with the locational criteria in the
15 Comprehensive Plan (Policy FLU 1.1.10) and in article 7.

16 *B. Permitted uses.*

- 17
- 18 1. Any use permitted in the preceding C-2 district, except as may be provided in subsection D.,
- 19 below.
- 20 2. Cinerators, cremation services, direct disposal establishments.

21
22 *C. Conditional uses.*

- 23 1. Automobile service stations, (except gasoline sales accessory to a convenience store is
- 24 authorized as a permitted use) and automobile or truck repair shops.
- 25 2. Any conditional use allowed in the C-2 general commercial district except automobile race
- 26 tracks.

27
28 *6.05.19. ID-2 general industrial district (noncumulative).*

29 *A. Intent and purpose.* This district is intended to accommodate industrial uses which cannot satisfy
30 the highest level of performance standards. It is designed to accommodate manufacturing,
31 processing, fabrication, and other activities which can only comply with minimal performance
32 standards. No residential development is permitted in this district, thereby insuring adequate area
33 for industrial activities. Community facilities and trade establishments that provide needed services
34 to industrial development also may be accommodated in this district.

35
36 All industrial development, redevelopment, or expansion must be consistent with the locational
37 criteria in the Comprehensive Plan (Policy FLU 1.1.10) and in article 7. Refer to article 11 for uses
38 allowed in ID-1, light industrial areas located in the Airport/Airfield Environs.

39
40 *B. Permitted uses.*

- 41 1. Manufacturing or industrial uses permitted in the ID-1 light industrial district.

- 1 2. Asphalt plants.
- 2 3. Concrete plants.
- 3 4. Iron works.
- 4 5. Landfills.
- 5 6. Borrow pits and reclamation activities thereof (subject to local permit and development
- 6 review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII,
- 7 and performance standards in Part III, the Land Development Code, article 7).
- 8 7. Paper mills.
- 9 8. Refineries.
- 10 9. Rendering plants and slaughter houses.
- 11 10. Steel mills.
- 12 11. Solid waste transfer stations, Material Recovery Facilities, collection points, and/or
- 13 processing facilities.
- 14 12. Public utility and service structures.
- 15 13. Junkyards, salvage yards, and waste tire processing facilities.
- 16 14. Other uses similar to those listed herein. Recommendations on other permitted uses shall be
- 17 made by the planning board (LPA) and based on an application for such other use. Final
- 18 determination shall be made by the BCC upon receipt of the planning board's (LPA's)
- 19 recommendation.
- 20 15. Cemeteries.
- 21 16. Family cemeteries.
- 22 17. Funeral establishments.
- 23 18. Cinerators, cremation services, direct disposal establishments.
- 24

25 *6.05.21. SDD special development district, (noncumulative) low density.*

26

- 27 A. *Intent and purpose.* This district is intended to conserve and protect environmentally sensitive
- 28 areas that have natural limitations to development. These areas have certain ecological
- 29 functions which require performance standards for development. SDD is to be phased out over
- 30 time and no property not now zoned SDD will be zoned SDD in the future. The maximum density
- 31 of this district is three dwelling units per acre. Refer to article 11 for uses, heights and densities
- 32 allowed in SDD, special development areas located in the Airport/Airfield Environs.
- 33
- 34 B. *Permitted uses.*
- 35 1. Single-family dwelling units and their customary accessory structures (including single-family
- 36 detached, duplex and triplex structures and mobile homes).
- 37 2. Home occupations.
- 38 3. Horticulture, floriculture and greenhouses.
- 39 4. Mariculture and aquaculture.
- 40 5. Areas for display and sale of fruit, vegetables and similar agricultural products.

- 1 6. The growing of crops and plants.
 2 7. The keeping of horses and private stables.
 3 8. Silviculture.
 4 9. Public utility.
 5 10. Public facilities provided that the construction of such facilities meets the following
 6 conditions:

- 7 a. They are consistent with the county's Comprehensive Plan.
 8 b. It is determined that the proposed project will not adversely affect the environment,
 9 through review by all federal and state regulatory agencies with jurisdiction over the
 10 project.
 11 c. Construction is undertaken and completed in a manner and to a specification which
 12 protects, conserves or preserves the natural resources in the area to the maximum
 13 reasonable extent.

- 14 11. Family day care homes and family foster homes.
 15 12. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit
 16 and development review requirements per Escambia County Code of Ordinances, Part I, Chapter
 17 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
 18 13. Other uses which are similar or compatible to the uses permitted herein that would promote
 19 the intent and purposes of this district. Determination on other permitted uses shall be made by
 20 the planning board (LPA).
 21 14. Family cemeteries.

22 6.05.22. VAG villages agriculture districts.

23 VAG 1-- Gross density (five dwelling units per 100 acres on one-acre parcels).

24 VAG 2-- Gross density (one dwelling unit per five acres).

25 Minimum lot size = five acres unless clustered.

26 If clustered, minimum lot size = one acre.

27
 28 The villages agricultural districts are typically characterized by agriculturally-assessed parcels held for
 29 agricultural production and very low density residential development in agricultural communities.
 30 Single-family residential and rural community uses that directly support agricultural activities are
 31 allowed. Home occupations are considered permitted uses. Mobile homes are allowed as single-family
 32 dwellings. Residential density bonuses are available for clustering residential lots outside areas of prime
 33 farmland. When residential lots are created, small lot sizes are encouraged in order to protect viable
 34 farm production activities and curb premature conversion of prime farmland acreage to nonagriculture
 35 uses. Refer to article 11 for uses, heights and densities allowed in VAG, villages agricultural areas located
 36 in the Airport/Airfield Environs.

37 Density bonuses, transfer, and smaller lot sizes are offered for clustering development outside prime
 38 farmland and wetlands as an incentive to protect these resources from development pressures (see
 39 section 7.17.00 for calculation of density bonus points).

40 A. *Intent and purpose.*

1
2 1. *Intent and purpose of VAG 1 district.* This district is characterized by land resources necessary
3 or used to support large farming operations. The objective of this district is to keep large parcels
4 of land from being broken into smaller tracts of multiple ownership making it difficult to
5 assemble enough acreage for efficient agricultural operations.
6

7 2. *Intent and purpose of VAG 2 district.* This district is characterized by the following types of
8 agricultural lands:

9 (a) Small rural land areas of highly productive agricultural soils that may not be
10 economically viable in a mainstream farming operation due to their size, and changes being
11 undertaken in the surrounding area; or (b) Rural land areas with a mix of small farm
12 operations and a typical rural residential density of one unit per four acres. The soils of
13 these areas are least valuable for agricultural production and most suitable for future
14 conversion out of the rural land market; or (c) Rural land areas which are not being used to
15 support large farming operations, and that are characterized by a mix of natural resources
16 and soils typically unsuitable for urban residential densities or other urban uses unless
17 sewerage.
18

19 B. *Permitted uses.*

- 20
21 1. Agricultural, farm animals and agricultural-related activities and customary accessory buildings.
22 2. Silviculture.
23 3. Mariculture and aquaculture.
24 4. Single-family residences.
25 5. Campground and recreational vehicle parks.
26 6. Public utility.
27 7. Stables, private and public (minimum lot size two acres).
28 8. Animal hospitals, clinics and kennels (minimum lot size two acres).
29 9. Display and sale of fruit, vegetables and similar agricultural products.
30 10. Mobile homes as single-family dwellings, subject to the other relevant provisions of this Code.
31 11. Places of worship.
32 12. Educational facilities.
33 13. Clubs and lodges.
34 4. Guest residences.
35 15. Public utility and service structures not included in subparts C. or D., below.
36 16. Feed and farm equipment stores.
37 17. Other rural area related commercial uses meeting the locational requirements of
38 Comprehensive Plan Policy FLU 1.1.10.
39 18. Commercial communication towers less than 150 feet or less in height.
40 19. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and similar
41 uses.
42 20. Home occupations.
43 21. Family day care homes and family foster homes.

1 22. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit
2 and development review requirements per Escambia County Code of Ordinances, Part I, Chapter
3 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

4 23. Motorized commercial recreation uses (minimum lot size 20 acres).

5 24. Golf courses, tennis centers, swimming clubs and customary attendant facilities and
6 accessory buildings.

7 25. Hunting preserves, shooting ranges, gun and rifle clubs, etc.

8 26. Funeral establishments.

9 27. Cemeteries.

10 28. Family Cemeteries.

11
12 C. *Prohibited uses.* Landfills or hazardous waste storage facilities, (permanent), but not including
13 solid waste transfer stations, collection points, and/or processing facilities.

14
15 D. *Conditional uses.*

16 1. Public buildings for general administrative, executive or studio functions, or for general
17 warehousing or maintenance operations (see section 6.08.02).

18 2. Wastewater treatment facilities, electric power generation facilities or substations, and solid
19 waste transfer stations, collection points and/or processing facilities.

20 3. Oil wells/mineral extraction and commercial antenna towers more than 150 feet in height.

21 4. Hospitals, clinics, nursing homes and similar uses.

22 5. Borrow pits and reclamation activities thereof (subject to local permit and development review
23 requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and
24 performance standards in Part III, the Land Development Code, article 7).

25 6. Junkyards, salvage yards, and waste tire processing facilities.

26 7. Cinerators, cremation services, direct disposal establishments.

27
28 6.05.23. *VR villages rural residential districts.*

29 VR-1-- Gross density: One unit per four acres.

30 VR-2-- Gross density: One unit per 0.75 acre.

31 VR-3-- Gross density: One unit per two acres.

32 A. *Intent and purpose of districts.* Single-family residential district characterized by rural land
33 development patterns. Rural community nonresidential uses are allowed. Home occupations are
34 considered permitted uses. Mobile homes are allowed as single-family dwellings. Mobile home
35 subdivisions are allowed. Mobile home parks are allowed as conditional uses. Parcels designated as
36 VR are generally not assessed as agriculturally productive parcels. VR-1 densities reflect large lot
37 rural land development patterns, while VR-2 densities reflect the need for more affordable lot sizes
38 for single family and mobile home development. Refer to article 11 for uses, heights and densities
39 allowed in VR, villages rural residential areas located in the Airport/Airfield Environs.

40
41 B. *Permitted uses.*

- 1 1. Single-family residences.
- 2 2. Agricultural, farm animals and agricultural-related activities and customary accessory
- 3 buildings.
- 4 3. Silviculture.
- 5 4. Mariculture and aquaculture.
- 6 5. Campground and recreational vehicle parks.
- 7 6. Public utility.
- 8 7. Stables, private and public (minimum lot size two acres).
- 9 8. Animal hospitals, clinics and kennels (minimum lot size two acres).
- 10 9. Display and sale of fruit, vegetables and similar agricultural products.
- 11 10. Mobile homes as single-family dwelling, subject to the other relevant provisions of this
- 12 Code.
- 13 11. Places of worship.
- 14 12. Educational facilities.
- 15 13. Clubs and lodges.
- 16 14. Guest residences.
- 17 15. Public utility and service structures not included in subpart C. or D., below.
- 18 16. Feed and farm equipment stores.
- 19 17. Home-based "cottage businesses" such as crafts, florists, woodworking, sewing, and other
- 20 similar uses.
- 21 18. Other rural area related commercial uses meeting the locational requirements of
- 22 Comprehensive Plan Policy FLU 1.1.10.
- 23 19. Golf courses, tennis centers, swimming clubs, and customary attendant facilities and
- 24 accessory buildings.
- 25 20. Home occupations.
- 26 21. Existing auto salvage business.
- 27 22. Family day care homes and family foster homes.
- 28 23. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit
- 29 and development review requirements per Escambia County Code of Ordinances, Part I, Chapter
- 30 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
- 31 24. Funeral establishments.
- 32 25. Cemeteries.
- 33 26. Family Cemeteries.

- 34
- 35 *6.05.24. V villages single-family residential district.*
- 36 V-1-- Villages single-family residential--Gross density (one unit per acre).
- 37 V-2-- Villages single-family residential--Gross density (two units per acre).
- 38 V-2A-- Villages single-family residential--Gross density (three units per acre).
- 39 V-3-- Villages single-family residential--Gross density (five units per acre).
- 40

1 These maximum densities may or may not be attainable based on other code provisions and site-specific
2 conditions.

3 *A. Intent and purpose of V-1 through V-3 districts.* Single-family detached residential district
4 characterized by urban land development patterns with residential subdivision densities varying
5 from one unit per acre to five units per acre. Mobile homes are not allowed. No minimum lot size is
6 required for new subdivisions with the exception of V-1, which has a minimum lot size of one acre,
7 but development must meet overall maximum density requirements. V-2A may be used in any AIPD
8 overlay area with a compatible future land use designation. Density will be determined by the
9 accident potential zone density allowed for their property, not to exceed three d.u./acre. In AIPD-2,
10 density is limited to three d.u./acre. Refer to article 11 for uses and densities allowed in V, villages
11 single-family residential areas located in the Airport/Airfield Environs. Structures within
12 Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions, height
13 restrictions, and methods of height calculation set forth in article 11.

14
15 *B. Permitted uses.*

- 16 1. Single-family detached dwellings and their customary accessory structures and uses.
- 17 2. The growing of vegetables or other food crops is permitted as long as the primary propose for
18 such activity is to provide for personal consumption by the residents. The raising of crops or
19 other plants for commercial purposes is prohibited.
- 20 3. Public utility.
- 21 4. Marina (private).
- 22 5. Residential dock or pier.
- 23 6. Family day care homes and family foster homes.
- 24 7. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit
25 and development review requirements per Escambia County Code of Ordinances, Part I, Chapter
26 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
- 27 8. Family cemeteries.

28
29 *6.05.27. VM-1 villages mixed residential/commercial district.*

30
31 Gross density for residential uses (four units per acre).

32 Maximum area for commercial uses (6,000 square feet for retail/service unless a planned neighborhood
33 center).

34 *A. Intent and purpose of district.* Mixed residential/neighborhood commercial district allowing
35 neighborhood commercial uses within single-family and multifamily residential areas. "Planned
36 neighborhood commercial centers" which meet specific development criteria are permitted.
37 Multifamily uses include duplexes, quadraplexes, townhouses, and patio homes, but do not
38 include other apartment structures. No minimum lot size for new subdivisions, but development
39 must meet overall density requirements.

1 All neighborhood commercial (VM-1) development, redevelopment, or expansion must be
 2 consistent with the locational criteria in the Comprehensive Plan (Policy FLU 1.1.10) and in
 3 article 7. Refer to article 11 for uses and densities allowed in VM-1, villages mixed
 4 residential/neighborhood commercial areas located in the Airport/Airfield Environs. Structures
 5 within Airport/Airfield Environs, Zones, and Surfaces remain subject to the height definitions,
 6 height restrictions, and methods of height calculation set forth in article 11.

7
 8 *B. Permitted uses.*

- 9
 10 1. Single- and multiple-family uses permitted in V-1, V-2, V-3 or V-4 districts, except as noted
 11 above.
 12 2. Professional offices including but not limited to those of architects, engineers, lawyers, tax
 13 consultants, accountants and medical and dental clinics, real estate and insurance offices.
 14 3. Planned neighborhood centers containing neighborhood retail sales and services with
 15 maximum square footage of 35,000.
 16 4. Neighborhood retail sales and services listed below (gross floor area of building not to exceed
 17 6,000 square feet unless in a planned neighborhood center). No permanent outside storage
 18 allowed.
 19 a. Food and drugstores.
 20 b. Personal service shops.
 21 c. Clothing and dry goods store.
 22 d. Specialty shops.
 23 e. Banks and financial institutions.
 24 f. Bakeries, whose products are made and sold at retail on the premises.
 25 g. Florists shops provided that products are displayed and sold wholly within an
 26 enclosed building.
 27 h. Health clubs, spa and exercise centers.
 28 i. Studio for the arts.
 29 j. Martial arts studios.
 30 k. Bicycle sales and mechanical services.
 31 l. Other retail/service uses of similar type and character of those listed herein.
 32 5. Laundromats and dry cleaners (gross floor area not to exceed 4,000 square feet).
 33 6. Restaurants.
 34 7. Automobile service stations (no outside storage, minor repair only).
 35 8. Appliance repair shops (no outside storage or work permitted).
 36 9. Public utility and service structures.
 37 10. Places of worship and educational facilities/institutions.
 38 11. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit
 39 and development review requirements per Escambia County Code of Ordinances, Part I, Chapter
 40 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).
 41 12. Cemeteries-two acres.

1 13. Family cemeteries.

2 14. Funeral establishments.

3 ~~15.~~ Other uses which are similar or compatible to the uses permitted herein that would
4 promote the intent and purposes of this district. Determination on other permitted uses shall be
5 made by the planning board (LPA).
6

7 6.05.29. GBD--Gateway business district. A. *Intent and purpose of district.* The district is intended to
8 enhance specific segments of the US 29 and SR 97 corridor as a visually attractive, well planned business
9 communities. To accomplish this purpose, stringent site development standards established adequate
10 setbacks, landscaping, and buffering.

11
12 These districts are characterized by community-serving commercial uses located adjacent to or in
13 immediate proximity to the US 29 corridor and in immediate proximity to SR 97 at the Alabama-Florida
14 state line. C-2 type distribution, manufacturing, fabrication and assembly-type operations which are
15 completely enclosed within the confines of a building are permitted when located within a planned
16 business development. Outside storage is permitted when screened. Such treatment is appropriate to
17 protect nearby residential areas from the incompatible impacts of more intense uses such as noise,
18 odors, truck traffic, glare, and visual blight. Refer to article 11 for uses and densities allowed in GBD,
19 gateway business district areas located in the Airport/Airfield Environs. Structures within Airport/Airfield
20 Environs, Zones, and Surfaces remain subject to the height definitions, height restrictions, and methods
21 of height calculation set forth in article 11.
22

23 B. *Permitted uses.*

24
25 1. C-1 and C-2 type uses with conditions noted above.

26 2. Planned business developments.

27 3. Reclamation of borrow pits that existed prior to September 16, 2004 (subject to local permit
28 and development review requirements per Escambia County Code of Ordinances, Part I, Chapter
29 42, article VIII, and performance standards in Part III, the Land Development Code, article 7).

30 4. Family cemeteries.

31
32 6.05.30. GID--Gateway industrial district. A. *Intent and purpose of district.* This district is intended to be a
33 light to moderate industrial area which will enhance portions of the US 29 and US 95A corridors as
34 visually attractive, well-planned industrial areas which are screened and buffered to assure compatibility
35 with adjacent nonindustrial districts and uses. The district is intended to accommodate uses requiring
36 access to rail and principal arterial roadways, when other objectives of the district are met. To
37 accomplish this purpose and promote compatibility with neighboring areas, stringent site development
38 standards establish adequate setbacks, landscaping, screening and buffering. Refer to article 11 for uses,
39 heights and densities allowed in GID, gateway industrial district areas located in the Airport/Airfield
40 Environs.

41 B. *Permitted uses.*

- 1 1. C-2 and ID-1 type uses except mobile home sales and service.
- 2 2. Planned business developments.
- 3 3. Borrow pits and reclamation activities thereof (subject to local permit and development
- 4 review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII,
- 5 and performance standards in Part III, the Land Development Code, article 7).
- 6 4. Funeral establishments.
- 7 5. Family cemeteries.
- 8 6. Cemeteries-Two acres.
- 9 7. Cinerators, cremation services, direct disposal establishments.

DRAFT

1 Article 11.

2 11.02.02. AIPD-1

3 C. Airfield Influence Planning District-1, permitted, prohibited and conditional uses. Listings of allowed
4 uses in the various zoning categories when they lay beneath AIPD-1 overlay zones are detailed below.

5 4. R-5, residential and limited office district. Where the underlying zoning is R-5, the permitted and
6 conditional uses are as follows.

7 a. Permitted uses.

8 (1) Any use permitted in the preceding district.

9 (2) One single-family dwelling per lot of record existing as of August 21, 2001. Mobile
10 homes are allowed as single-family dwellings, subject to the other relevant provisions of
11 this Code. New subdivisions or developments are subject to the density limits in section
12 11.01.01.A.

13 (3) Professional offices, as listed below, are permitted in APZ-2, maximum FAR of 0.22:

14 a. Finance, insurance and real estate.

15 b. Professional services, such as architects, engineers, lawyers, tax consultants and
16 accountants.

17 (4) Public utility and service structures, excluding communication towers.

18 b. Conditional Uses.

19 (1) Any conditional use allowed in the previous R-1, R-2, V-2A, R-3 and R-4 districts.

20 (2) Cemeteries, mausoleums and ~~crematoriums~~ cinerators. No chapels or churches are
21 allowed in AIPD-1, AIPD-1 Area "A", or AIPD-1 Area "B"

22 (3) Enclosed animal hospitals and veterinary clinics.

23 c. Prohibited uses. Any use not listed in subparts B. or C., above.

24 6. C-1, retail commercial district. Where the underlying zoning is C-1, the permitted and conditional
25 uses are as follows.

26 a. Permitted uses.

27 (1) Any use permitted in the preceding district.

28 (2) One single-family dwelling per lot of record existing as of August 21, 2001.

- 1 (3) Nonconforming commercial uses legally existing as of August 21, 2001 shall continue
2 as nonconforming uses subject to the provisions of Article 9, e.g., expanding a
3 nonconforming use, etc.
- 4 (4) Automobile repair shops for ignition, fuel, brake and suspension systems or similar
5 uses. Maximum FAR of 0.11 in APZ-1; 0.22 in APZ-2.
- 6 (5) Automobile service stations including minor auto repairs. Maximum FAR of 0.11 in
7 APZ-1; 0.22 in APZ-2.
- 8 (6) Automobile washing facility. Maximum FAR of 0.11 in APZ-1; 0.22 in APZ-2.
- 9 (7) Off-premises signs, billboards and other sign structures erected, located and
10 maintained as provided for in Article 8 of this Code.
- 11 (8) Convenience stores, including the incidental sale of gasoline. Maximum FAR of 0.14
12 in APZ-1 and 0.28 in APZ-2.
- 13 (9) Printing, bookbinding, lithography and publishing companies. Maximum FAR of 0.28
14 in APZ-1 and 0.56 in APZ-2.
- 15 (10) Interior decorating, home furnishing, and furniture stores. Maximum FAR of 0.28 in
16 APZ-2, not allowed in APZ-1.
- 17 (11) Music, radio and television shops.
- 18 (12) ~~Mortuary and funeral homes.~~ Funeral establishments. No chapels are allowed
19 within APZ-1 or APZ-2.
- 20 (13) Wholesale warehousing if less than 10,000 square feet. Maximum FAR of 1.0 in
21 APZ-1; 2.0 in APZ-2
- 22 (14) Mini-warehouses. Maximum FAR of 1.0 in APZ-1; 2.0 in APZ-2
- 23 (15) Recreational and commercial marinas.
- 24 (16) Other uses that are similar or compatible to the uses permitted herein that would
25 promote the intent and purposes of this district. Determination on other permitted uses
26 shall be made by the planning board (LPA).