

AGENDA  
ESCAMBIA COUNTY PLANNING BOARD  
September 30, 2014–8:35 a.m.  
Escambia County Central Office Complex  
3363 West Park Place, Room 104

1. Call to Order.
2. Invocation/Pledge of Allegiance to the Flag.
3. Proof of Publication.
4. Approval of Minutes.
  - A.
    - A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the September 2, 2014 Planning Board Meeting.
    - B. Planning Board Monthly Action Follow-up Report for September 2014.
    - C. Planning Board 6-Month Outlook for November 2014.
5. Public Hearings.
  - A. CPA-2014-02 Future Land Use Density - Mixed-Use Suburban

A Public Hearing Concerning the Review of an Ordinance Amending the 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, Future Land Use Element, FLU 1.3.1, Mixed-Use Suburban (MU-S) maximum density from 10 dwelling units per acre to 25 dwelling units per acre and reformatting Table 1.
  - B. SSA-2014-02

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

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance amending the 2030 Future Land Use Map.

6. Action/Discussion/Info Items.
  - A. Planning Board Interpretation, presentation by Juan Lemos

Are touch-less boat covers considered an "structure"?

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

October 14, 2014-Planning Board Workshop LDC Continued.

October 21, 2014-Planning Board Workshop LDC Continued.

The next Regular Planning Board meeting is scheduled for **Monday, November 10, 2014 at 8:35 a.m.** , in the Escambia County Central Office Complex, Room 104, First Floor, 3363 West Park Place, Pensacola, Florida.

11. Announcements/Communications.
12. Adjournment.



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

**Planning Board-Regular**  
**Meeting Date: 09/30/2014**

**4. A.**

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**Agenda Item:**

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the September 2, 2014 Planning Board Meeting.

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

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

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**Attachments**

Quasi-Judicial Resume

Regular Meeting Resume

Monthly Action Follow-Up

6 Month Outlook

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# DRAFT

## RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD QUASI-JUDICIAL REZONING September 2, 2014

CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE, BOARD CHAMBERS  
PENSACOLA, FLORIDA  
(8:30 A.M. – 11:02 A.M.)

Present: Wayne Briske, Chairman  
Tim Tate, Vice Chairman  
Rodger Lowery  
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  
Andrew Holmer, Senior. Planner, Planning & Zoning  
Juan Lemos, Senior Planner, Planning & Zoning  
Allyson Cain, Urban Planner, Planning & Zoning  
Denise Halstead, Sr Office Assistant  
Temeka Mallory, Sr. Office Assistant

Attendees: Griffin Vickery

1. Call to Order at 8:30 a.m.
2. Invocation and Pledge of Allegiance was given by Mr. Wingate.
3. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Tim Tate, Seconded by Dorothy Davis  
Motion to accept proof of publication and waive the reading of the legal advertisement.

**Vote:** 6 - 0 Approved

Other: Karen Sindel (ABSENT)

4. Quasi-judicial Process Explanation.

5. Public Hearings.

A. Z-2014-13

Applicant: Tim Kelly and Debra Perry,  
Owners

Address: 1170 Blue Oval Lane

Property Size: 3.54 (+/-) acres

From: V-1, Villages Single Family  
Residential District (one  
du/acre)

To: VR-2, Villages Rural  
Residential District (one  
du/.75 acres)

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 Tim Tate, Seconded by Robert V. Goodloe

Motion made to accept staff findings of fact and recommend approval to the BCC.

**Vote:** 6 - 0 Approved

Other: Karen Sindel (ABSENT)

B. Z-2014-14

Applicant: Christopher Carmen, Agent  
for David and Andrea  
Saguan, Owners

Address: 8400 Blk Cedar Springs  
Road

Property Size: 25.34 (+/-) acres

From: VAG-1, Villages Agriculture  
District (five du/100 acres on  
one acre parcels)

To: VAG-2, Villages Agriculture  
District (one du/five acres)

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 Tim Tate, Seconded by Robert V. Goodloe

Motion to accept staff findings of fact and recommend approval to the BCC.

**Vote:** 6 - 0 Approved

Other: Karen Sindel (ABSENT)

C. Z-2014-16

Applicant: Wiley C. "Buddy" Page,  
Agent for Daniel and Rhonda  
Cobb, Owners

Address: 2840 Pine Forest Road

Property Size: 12.23 (+/-) acres

From: VR-2 Villages Rural  
Residential District (one du/  
0.75 acre)

To: V-3 Villages Single-family  
Residential District (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 Dorothy Davis, Seconded by Robert V. Goodloe

Motion to accept Applicant Exhibit 1.

**Vote:** 7 - 0 Approved

Motion by Robert V. Goodloe, Seconded by Karen Sindel

Motion made for continuation of case because of inconsistency of public hearing notice sign.

**Vote:** 7 - 0 Approved

D. Z-2014-18

Applicant: Wiley C. "Buddy" Page,  
Agent for Doris Minchew,  
Owner

Address: 7170 Blue Angel Parkway

Property Size: 4.66 (+/-) acres  
From: R-R, Rural Residential  
(cumulative) (two du/acre)  
To: C-1, Retail Commercial  
District (cumulative) (25  
du/acre)

Alvin Wingate & Robert Goodloe 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 Robert V. Goodloe, Seconded by Tim Tate

Motion made to adopt criteria 1,4 & 5 of staff findings and recommend approval to the BCC.

- Amending criteria 2 that it is not in conflict with code.
- Amending criteria 3 that it is compatible with surrounding existing uses in the area.
- Amending criteria 6 that it will result in development pattern.

**Vote:** 7 - 0 Approved

6. Adjournment at 11:02 a.m.

# DRAFT

## RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD September 2, 2014

CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE, BOARD CHAMBERS  
PENSACOLA, FLORIDA  
(11:02 A.M. – 11:28 A.M.)

Present: Wayne Briske, Chairman  
Tim Tate, Vice Chairman  
Rodger Lowery  
Robert V. Goodloe  
Karen Sindel  
Alvin Wingate  
Stephanie Oram, Navy (Non voting)

Absent: Dorothy Davis  
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  
Denise Halstead, Sr Office Assistant  
Temeka Mallory, Sr. Office Assistant

Attendees: Griffin Vickery

1. Call to Order 11:02 a.m.
2. Proof of Publication given by Board Clerk.
3. Approval of Minutes.

A. **RECOMMENDATION:** That the Planning Board review and approve the Meeting Resume' Minutes of the August 5, 2014 Planning Board Meeting.

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

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



Motion by Karen Sindel, Seconded by Robert V. Goodloe  
Motion was made to approve the minutes from the August 5, 2014 Planning Board Meeting.

**Vote:** 6 - 0 Approved

Other: Dorothy Davis (ABSENT)

4. Public Hearings.

A. LDC Ordinance - Articles 3, 6 and 7, Recycling Facilities

Motion by Karen Sindel,  
Motion made to accept and recommend approval to the BCC.

**Vote:** 6 - 0 Approved

Other: Dorothy Davis (ABSENT)

5. Action/Discussion/Info Items.

6. Public Forum.

7. Director's Review.

8. County Attorney's Report.

9. Scheduling of Future Meetings.

A. The next Regular Planning Board meeting is scheduled for **Tuesday , September 30, 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 11:28 a.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:** September 10, 2014  
**RE:** Monthly Action Follow-Up Report for September 2014

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

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

## **COMMITTEES & WORKING GROUP MEETINGS**

## **COMPREHENSIVE PLAN AMENDMENTS**

- **Text Amendments:**

- CPA 2014-02 (Density)**

- 6/3/14 PB asked for clarification from BCC
  - 6/26/14 BCC Remanded Back PB
  - 9/30/14 PB Meeting

- **Map Amendments:**

- LSA-2014-03 (9600 W Nine Mile Rd)**

- 6/3/14 PB recommended approval to BCC
  - 6/26/14 BCC Approved (Trans)
  - 9/25/14 BCC Meeting

## **LAND DEVELOPMENT CODE ORDINANCES**

### **Recycling Facilities**

9/2/14 PB recommended approval to BCC  
9/23/14 BCC Meeting (1 of 2)  
10/09/14 BCC Meeting (2 of 2)

## **REZONING CASES**

**1. Rezoning Case Z-2014-13**

9/2/14 PB recommended approval to BCC  
10/09/14 BCC Meeting

**2. Rezoning Case Z-2014-14**

9/2/14 PB recommended approval to BCC  
10/09/14 BCC Meeting

**3. Rezoning Case Z-2014-16**

9/2/14 PB recommended continuation of case on 9/30/14  
11/06/14 BCC Meeting

**4. Rezoning Case Z-2014-18**

9/2/14 PB recommended approval to BCC  
10/09/14 BCC Meeting

# PLANNING BOARD MONTHLY SCHEDULE SIX MONTH OUTLOOK FOR November 2014

(Revised 09/10/14)

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, September 30, 2014		<ul style="list-style-type: none"> <li>SSA-2014-02</li> <li>CPA-2014-02</li> </ul>	<ul style="list-style-type: none"> <li>Z-2014-16</li> </ul>	<ul style="list-style-type: none"> <li>P1 2014-02- Interpretation of "Boat Cover"</li> </ul>
Tuesday, October 14, 2014				<ul style="list-style-type: none"> <li>LDC Revisions – Continued Workshop</li> </ul>
Tuesday, October 21, 2014				<ul style="list-style-type: none"> <li>LDC Revisions – Continued Workshop</li> </ul>
Monday, November 10, 2014				<ul style="list-style-type: none"> <li>Navy Interlocal Agreement Annual Review</li> </ul>
Tuesday, December 2, 2014				
Tuesday, January 6, 2015				
Tuesday, February 3, 2015				

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



## BOARD OF COUNTY COMMISSIONERS

### Escambia County, Florida

#### Planning Board-Regular

5. A.

**Meeting Date:** 09/30/2014

**Issue:** CPA-2014-02 Future Land Use Density - Mixed-Use Suburban

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

**Organization:** Development Services

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#### **RECOMMENDATION:**

A Public Hearing Concerning the Review of an Ordinance Amending the 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, Future Land Use Element, FLU 1.3.1, Mixed-Use Suburban (MU-S) maximum density from 10 dwelling units per acre to 25 dwelling units per acre and reformatting Table 1.

#### **BACKGROUND:**

The Board of County Commissioners directed staff to amend the 2030 Comprehensive Plan to address density issues with the Future Land Use Category MU-S. In order to provide compatibility for parcels with an underlying Commercial zoning and a MU-S FLU, the maximum densities will be amended to reflect the same density.

#### **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 Chapter 7 of the 2030 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.

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**Attachments**

DRAFT Ordinance

DEO Position

Attachment A

Legal

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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," FLU 1.3.1 MIXED-USE SUBURBAN RESIDENTIAL MAXIMUM DENSITY FROM 10 DWELLING UNITS PER ACRE TO 25 DWELLING UNITS PER ACRE; REFORMATTING TABLE 1; 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 April 29, 2014; 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 Board of County Commissioners finds that increasing the Mixed-Use Suburban Future Land Use residential maximum density to 25 dwelling unit per acre will encourage reasonable and orderly growth and create compatibility between the existing zoning densities and the Future Land Use densities; and

**WHEREAS**, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve this amendment to its 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:

**Section 1. Purpose and Intent**

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

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

1 This Comprehensive Plan amendment shall be entitled – "CPA 2014-02-MU-S FLU  
2 Density Text Amendment."

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

5  
6 Chapter 7, FLU 1.3.1 of the Escambia County Comprehensive Plan 2030 is hereby  
7 amended as stated in Attachment A, attached and incorporated into this ordinance.  
8

9 **Section 4. Severability**

10  
11 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
12 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect  
13 the validity of the remaining portions of this Ordinance.  
14

15 **Section 5. Inclusion in the Code**

16  
17 It is the intention of the Board of County Commissioners that the provisions of this  
18 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that  
19 the sections, subsections and other provisions of this Ordinance may be renumbered or  
20 re-lettered and the word "ordinance" may be changed to "section," "article," or such  
21 other appropriate word or phrase in order to accomplish such intentions.  
22

23 **Section 6. Effective Date**

24  
25 Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become  
26 effective until 31 days after the Department of Economic Opportunity notifies Escambia  
27 County that the plan amendment package is complete. If timely challenged, this  
28 Ordinance shall not become effective until the Department of Economic Opportunity or  
29 the Administration Commission enters a final order determining the Ordinance to be in  
30 compliance.  
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44 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
45



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:

**From:** [Denise Halstead](#)  
**To:** [Temeka S. Mallory](#)  
**Subject:** FW: CPA-2014-02  
**Date:** Thursday, September 18, 2014 11:22:30 AM

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**From:** Horace L Jones  
**Sent:** Tuesday, September 09, 2014 9:01 AM  
**To:** Denise Halstead  
**Subject:** FW: CPA-2014-02

Please send this e-mail to the PB for the Density discussion. DEO Position.

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**From:** Spiers, Sherry A. [<mailto:Sherry.Spiers2@deo.myflorida.com>]  
**Sent:** Thursday, August 14, 2014 9:08 AM  
**To:** Horace L Jones  
**Cc:** Richmond, Ana  
**Subject:** RE: CPA-2014-02

Horace:

You are most welcome. Any time I can assist you, feel free to contact me.

I will coordinate with Ana and we will provide a response on the DSAP issue shortly. If you need anything further, please let me know.

Sherry

Sherry A. Spiers  
Regional Planning Administrator  
North Florida Region  
Bureau of Community Planning  
Department of Economic Opportunity  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399-4128  
Telephone: (850) 717-8499  
email: [Sherry.Spiers2@deo.myflorida.com](mailto:Sherry.Spiers2@deo.myflorida.com)

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**From:** Horace L Jones [<mailto:HLJONES@co.escambia.fl.us>]  
**Sent:** Thursday, August 14, 2014 10:03 AM  
**To:** Spiers, Sherry A.  
**Cc:** Richmond, Ana  
**Subject:** FW: CPA-2014-02

Sherry,

Again, thank you for your response specified below. This was very complete and succinct. This is exactly what we needed. By the way, we have not received the response regarding the removal of DSAP & what it will do to our existing Sector Plan. If you can do the same, this would be great. Again, thank you immensely.

Horace

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**From:** Horace L Jones  
**Sent:** Thursday, August 14, 2014 7:18 AM  
**To:** Horace L Jones  
**Subject:** Fwd: CPA-2014-02

Sent from my iPhone

Begin forwarded message:

**From:** "Richmond, Ana" <[Ana.Richmond@deo.myflorida.com](mailto:Ana.Richmond@deo.myflorida.com)>  
**Date:** August 5, 2014 at 10:51:44 AM CDT  
**To:** Horace L Jones <[HLJONES@co.escambia.fl.us](mailto:HLJONES@co.escambia.fl.us)>  
**Subject:** FW: CPA-2014-02

Horace,

Sherry has been out sick this week so I'm guessing she did not send this to you yet, but I think this will be helpful for your first question. I'll send you the DSAP information this afternoon.

ana

-----Original Message-----

From: Spiers, Sherry A.  
Sent: Friday, August 01, 2014 4:51 PM  
To: Richmond, Ana  
Subject: FW: CPA-2014-02

Ana:

The County staff asked for statutory citations for some of the advice was provided at our meeting. On the zoning issue, my understanding is that there has been some discussion in the County about relying on existing zoning regulations that allow more density than the comprehensive plan allows. We advised County staff that they cannot defer this issue to the land development regulations.

Rather, the density and intensity standards must be in the comprehensive plan.

When considering whether to allow development, if the land development regulations are not consistent with the comprehensive plan (for example, the zoning allows a higher density than the comprehensive plan), the comprehensive plan governs. If the local government chooses to allow development based on

zoning regulations that are not consistent with the comprehensive plan, the development approval can be challenged under s. 163.3215, F.S., on the ground that it is not consistent with the comprehensive plan.

The statutes on which our advice is based are:

s. 163.3177(6)(a), F.S., requires that density and intensity standards be set in the comprehensive plan. Specifically, the section requires that a comprehensive plan include a future land use element that meets the criteria in the statute, including the following: "The approximate acreage and the general range of density or intensity of use shall be provided for the gross land area included in each existing land use category."

s. 163.3194(1)(a), F.S., addresses development orders: "(1)(a) After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted."

s. 163.3194(1)(b), F.S., expressly states that a local government must rely on its comprehensive plan to authorize development and not on existing regulations that are inconsistent with the comprehensive plan. The section requires that if a local government retains land development regulations that are not consistent with the comprehensive plan, the local government is required to develop a schedule for bringing the regulations into compliance with the comprehensive plan. The statute then says: "During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order."

s. 163.3194(3)(a), F.S., addresses consistency of development orders and land development regulations with the comprehensive plan and provides: "A development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government." Note that the statute requires consistency with the density and intensity standards in the comprehensive plan.

s. 163.3194(3)(b), F.S., says basically the same thing as subsection (a) as it relates to development orders: "A development approved or undertaken by a local government shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of the development are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government. s. 163.3194(2), F.S." Again, note that the statute requires consistency with the density and intensity standards in

the comprehensive plan.

Sherry

Sherry A. Spiers  
Regional Planning Administrator  
North Florida Region  
Bureau of Community Planning  
Department of Economic Opportunity  
107 East Madison Street, MSC 160  
Tallahassee, FL 32399-4128  
Telephone: (850) 717-8499  
email: [Sherry.Spiers2@deo.myflorida.com](mailto:Sherry.Spiers2@deo.myflorida.com)

-----Original Message-----

From: Horace L Jones [<mailto:HLJONES@co.escambia.fl.us>]  
Sent: Friday, August 01, 2014 10:34 AM  
To: Richmond, Ana; Spiers, Sherry A.  
Subject: FW: CPA-2014-02

Ana & Sherry,

It was such a pleasure meeting with each you yesterday. You are so great to work with on our precarious issues within Escambia County. Furthermore, Dan & Sherry, Wow what a team!!!

Again, thank you!. We will be waiting on your e-mail confirming our discussions with possible solutions and alternatives to address the questions and issues we submitted to you. If you can cite the statues that would not allow proposed amendments or certain things to be removed, please state that. This would help us proceed with other alternatives that were discussed. We always want to give alternatives or solutions as consistent with your approach to Community Planning

-----Original Message-----

From: Horace L Jones  
Sent: Friday, August 01, 2014 9:17 AM  
To: Horace L Jones  
Subject: FW: CPA-2014-02  
Importance: High

-----Original Message-----

From: Horace L Jones  
Sent: Monday, July 28, 2014 4:46 PM  
To: Horace L Jones  
Subject: FW: CPA-2014-02  
Importance: High

-----Original Message-----

From: Horace L Jones  
Sent: Thursday, July 24, 2014 1:30 PM  
To: 'Richmond, Ana'  
Subject: FW: CPA-2014-02  
Importance: High

-----Original Message-----

From: Horace L Jones  
Sent: Monday, July 21, 2014 4:17 PM  
To: Angela D. Crawley  
Subject: FW: CPA-2014-02  
Importance: High

-----Original Message-----

From: Horace L Jones  
Sent: Tuesday, July 15, 2014 3:48 PM  
To:

Subject: FW: CPA-2014-02  
Importance: High

Ana,

We looking forward to meeting with you and your staff on the July 31st.

Regrettably, there are time constraints and other commitments that we have to make adjustments for. Since this is the case, we want to make every effort for our meeting to be productive, insightful and informative. Thus, some major concerns that we would like to engage and to have a meaningful dialogue are the following:

1. As referenced below, the legality & ramifications of allowing the densities specified within the zoning categories, as stated in the Escambia Land Development Code, to be the controlling factor for proposed projects. Please see-mail sent on July 2nd 2014. Also, a summary of the issue and the draft language is attached.
2. We would like to have a discussion on removing the DSAP completely from the Sector Plan because of the change of legislation (HB 7207). As you know the DSAP is the local regulatory document that would govern the "construction of the projects within the Sector Plan Area". You & I have had e-mail correspondences on this issue. You are so great to work.

-----Original Message-----

From: Horace L Jones  
Sent: Tuesday, July 15, 2014 3:00 PM  
To: Horace L Jones  
Subject: FW: CPA-2014-02

-----Original Message-----

From: Horace L Jones  
Sent: Wednesday, July 02, 2014 7:12 AM  
To: [ana.richmond@deo.myflorida.com](mailto:ana.richmond@deo.myflorida.com)  
Subject: FW: CPA-2014-02

Hello Ana,

I hope you are doing well & having a great summer!!

On May, 13, 2014, I sent you an e-mail regarding a proposed revision to our 2030 Comp. Plan that would allow the density within zoning category to be the controlling factor for proposed projects. Your response(sent on May 14th) was that....."cleaner fix would be to up density in the future land categories; so that's consistent with the zoning." Your response was very clear & on point with Chapter 163 of the Florida Statutes. By the way, we concur with this position. We were task with the assignment to proceed with the draft language as specified within the attachment. If possible could you please do a "courtesy review" of the language and provide your evaluation per Chapter 163 of Florida Statutes. If possible, could you provide any additional thoughts or suggestions on this issue. I strongly welcome anything you have to suggest.

Again, thank you always for all your help.

From: Horace L Jones  
Sent: Friday, June 27, 2014 12:00 PM  
To: Horace L Jones  
Subject: FW: CPA-2014-02

From: Denise Halstead  
Sent: Monday, June 23, 2014 11:51 AM  
To: Horace L Jones  
Subject: CPA-2014-02

Legal Sign-Off  
Ordinance  
Attachment A

Denise Halstead  
Planning Board Coordinator

Development Services Department  
3363 West Park Place  
Pensacola, FL 32505  
[dhalstea@myescambia.com](mailto:dhalstea@myescambia.com)<<mailto:dhalstea@myescambia.com>>  
T 850.595.3097

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

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This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

---

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



## OBJ 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.

### POLICIES

**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 are outlined in Table 4 below.

#### FLUM Agriculture (AG)

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

#### **Range of Allowable Uses:**

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

#### **Standards:**

**Residential** Minimum Density: None

Maximum Density: 1 du/20 acres

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

Maximum Intensity: 0.25 Floor Area Ratio (FAR).

#### FLUM Rural Community (RC)

**General Description:** 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.

#### **Range of Allowable Uses:**

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

#### **Standards:**

**Residential** Minimum Density: None

Maximum Density: 2 du/acre

**Non-Residential** Minimum Intensity: None

Maximum Intensity: 0.25 Floor Area Ratio (FAR)

## **FLUM Mixed-Use Suburban (MU-S)**

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

### **Range of Allowable Uses:**

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

### **Standards:**

**Residential** Minimum Density: 2 du/acre

Maximum Density: ~~40~~ 25 du/acre

**Non-Residential** Minimum Intensity: None

Maximum Intensity: 1.0 Floor Area Ratio (FAR)

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

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

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

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

## **FLUM Mixed-Use Urban (MU-U)**

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

### **Range of Allowable Uses:**

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

### **Standards:**

**Residential** Minimum Density: 3.5 du/acre

Maximum Density: 25 du/acre

**Non-Residential** Minimum Intensity: 0.25 Floor Area Ratio (FAR)  
Maximum Intensity: 2.0 Floor Area Ratio (FAR)

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

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

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

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

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

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

#### **Range of Allowable Uses:**

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

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

The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.

**Standards:**

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

Maximum Intensity: 6.0 Floor Area Ratio (FAR)

Minimum pervious area 20%

Maximum impervious cover area 80%

**FLUM Mixed-Use Pensacola Beach (MU-PB)****General Description:**

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

**Range of Allowable Uses:**

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

**Standards:**

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

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

**FLUM Commercial (C)**

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

**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

**FLUM Recreation (REC)**

**General Description:** Recreational opportunities for the Escambia County citizens

1 including a system of public and private park facilities.

2  
3 **Range of Allowable Uses:**

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

7  
8 **Standards:**

9 **Residential**

10 Minimum Density: None

11 Maximum Density: None

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

13 Maximum Intensity: 0.5 Floor Area Ratio (FAR)

14  
15 **FLUM Public (P)**

16  
17 **General Description:** Provides for uses or facilities owned or managed by the Federal,  
18 State or county government or other public institutions or agencies.

19  
20 **Range of Allowable Uses:**

21 Public parks, local, regional, State or Federal facilities, public structures or lands, quasi-  
22 public facilities providing public services.

23  
24 **Standards:**

25 **Residential** Minimum Density: None

26 Maximum Density: None

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

28 Maximum Intensity: None

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA-2014-02 (Ch 7. Comprehensive Plan MU-S densities)

Date: 9/5/14


Date requested back by: 9/9/14

Requested by: JC Lemos

Phone Number: 595-3467

.....

(LEGAL USE ONLY)

Legal Review by 


Date Received: 9/5/14

 Approved as to form and legal sufficiency. 

           Not approved.

           Make subject to legal signoff.

Additional comments:

 Please correct two typos on 1st page of ordinance.



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," FLU 1.3.1 MIXED-USE SUBURBAN RESIDENTIAL MAXIMUM DENSITY FROM 10 DWELLING UNITS PER ACRE TO 25 DWELLING UNITS PER ACRE; REFORMATTING TABLE 1; 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 April 29, 2014 (?)

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 Board of County Commissioners finds that increasing the Mixed-Use Suburban Future Land Use residential maximum density to 25 dwelling unit per acre will encourage reasonable and orderly growth and create compatibility between the existing zoning densities and the Future Land Use densities; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve this amendment to its 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:

#### Section 1. Purpose and Intent

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

#### Section 2. Title of Comprehensive Plan Amendment



1 This Comprehensive Plan amendment shall be entitled – "CPA 2014-02-MU-S FLU  
2 Density Text Amendment."  
3

4 **Section 3. Amendment to Residential Density Standards**  
5

6 Chapter 7, FLU 1.3.1 of the Escambia County Comprehensive Plan 2030 is hereby  
7 amended as stated in Attachment A, attached and incorporated into this ordinance.  
8

9 **Section 4. Severability**  
10

11 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
12 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect  
13 the validity of the remaining portions of this Ordinance.  
14

15 **Section 5. Inclusion in the Code**  
16

17 It is the intention of the Board of County Commissioners that the provisions of this  
18 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that  
19 the sections, subsections and other provisions of this Ordinance may be renumbered or  
20 re-lettered and the word "ordinance" may be changed to "section," "article," or such  
21 other appropriate word or phrase in order to accomplish such intentions.  
22

23 **Section 6. Effective Date**  
24

25 Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become  
26 effective until 31 days after the Department of Economic Opportunity notifies Escambia  
27 County that the plan amendment package is complete. If timely challenged, this  
28 Ordinance shall not become effective until the Department of Economic Opportunity or  
29 the Administration Commission enters a final order determining the Ordinance to be in  
30 compliance.  
31  
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43

44 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
45

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:

**OBJ 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.

**POLICIES**

**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 are outlined in Table 1 below.

**FLUM Agriculture (AG)**

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

**Range of Allowable Uses:**

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

**Standards:**

**Residential** Minimum Density: None

Maximum Density: 1 du/20 acres

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

Maximum Intensity: 0.25 Floor Area Ratio (FAR).

**FLUM Rural Community (RC)**

**General Description:** 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.

**Range of Allowable Uses:**

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

**Standards:**

**Residential** Minimum Density: None.

Maximum Density: 2 du/acre

**Non-Residential** Minimum Intensity: None

Maximum Intensity: 0.25 Floor Area Ratio (FAR)

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

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

**Range of Allowable Uses:**

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

**Standards:**

**Residential Minimum Density:** 2 du/acre

**Maximum Density:** 10 25 du/acre

**Non-Residential Minimum Intensity:** None

**Maximum Intensity:** 1.0 Floor Area Ratio (FAR)

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

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

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

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

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

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

**Range of Allowable Uses:**

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

**Standards:**

**Residential Minimum Density:** 3.5 du/acre

**Maximum Density:** 25 du/acre

## Attachment A

**Non-Residential Minimum Intensity: 0.25 Floor Area Ratio (FAR)**

**Maximum Intensity: 2.0 Floor Area Ratio (FAR)**

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

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

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

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

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

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

#### **Range of Allowable Uses:**

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

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

The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.

**Standards:**

- Maximum Density: 25 du/acre (based on proposed zoning districts)
- Maximum Intensity: 6.0 Floor Area Ratio (FAR)
- Minimum pervious area 20%
- Maximum impervious cover area 80%

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

**General Description:**

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

**Range of Allowable Uses:**

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

**Standards:**

Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50% open space/recreation. Also, densities may be increased, decreased or transferred on any particular parcel to provide protection to important natural resources, accommodate the provision of adequate and functional open space and the provision of a complimentary mix of recreation uses within the Pensacola Beach Community. Site specific densities and uses will be further defined by the lease agreements for individual parcels, the 1985 Bond Validation Compromise and Settlement, and Special Acts of the legislature regarding land use, ownership and development on Pensacola Beach. However, development thresholds established by this Policy shall not be exceeded unless this Comprehensive Plan has been amended and such amendment provides for increased development thresholds.

**FLUM Commercial (C)**

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

**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

**FLUM Recreation (REC)**

**General Description:** Recreational opportunities for the Escambia County citizens

## Attachment A

1 including a system of public and private park facilities.  
2

3 **Range of Allowable Uses:**

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

8 **Standards:**

9 **Residential**

10 Minimum Density: None

11 Maximum Density: None

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

13 Maximum Intensity: 0.5 Floor Area Ratio (FAR)  
14

15 | **FLUM Public (P)**  
16

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

20 **Range of Allowable Uses:**

21 Public parks, local, regional, State or Federal facilities, public structures or lands, quasi-  
22 public facilities providing public services.  
23

24 **Standards:**

25 **Residential** Minimum Density: None

26 Maximum Density: None

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

28 | Maximum Intensity: None

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## **BOARD OF COUNTY COMMISSIONERS**

### **Escambia County, Florida**

**Planning Board-Regular**

**5. B.**

**Meeting Date:** 09/30/2014

**Issue:** SSA-2014-02

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

**Organization:** Development Services

---

#### **RECOMMENDATION:**

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

That the Board review and recommend to the Board of County Commissioners (BCC) for adoption, an Ordinance amending the 2030 Future Land Use Map.

#### **BACKGROUND:**

The applicant has requested a Future Land Use (FLU) map amendment to change the FLU category of three parcels totaling 5.48 (+/-) acres, from Commercial (C) to Mixed-Use Urban (MU-U) FLU. The zoning designation for the referenced parcel is currently C-2, General commercial and light manufacturing district (cumulative).

#### **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 Future Land Use 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.

Exhibit A

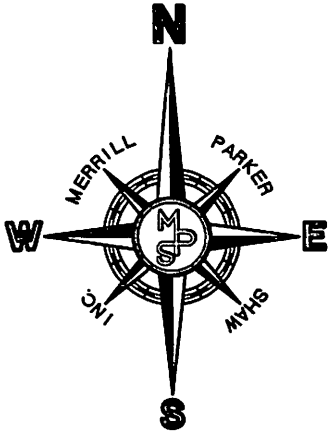
Legal

Staff Analysis

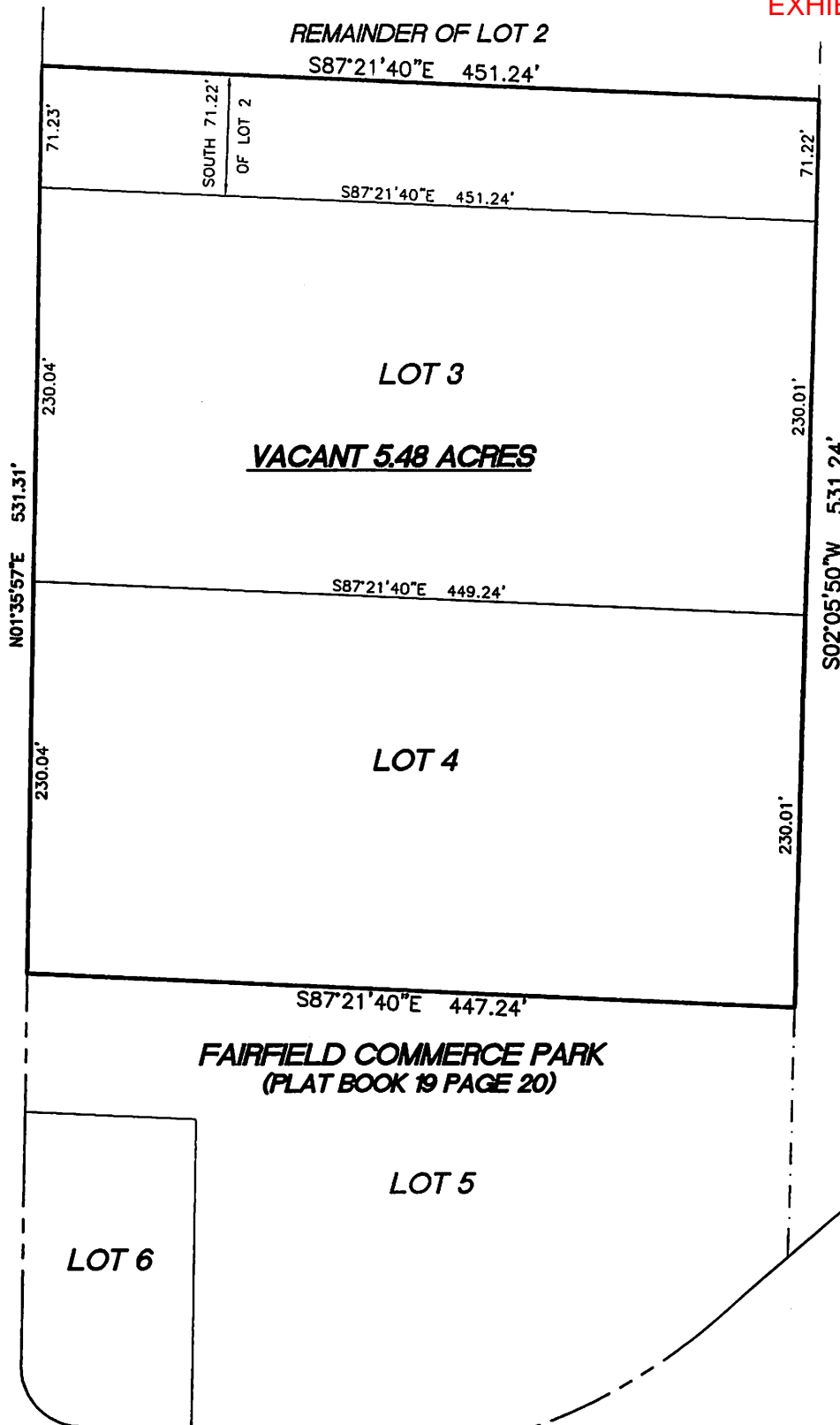
DRAFT Ordinance 1B

Application Packet

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WEST PARK PLACE  
(50' PUBLIC RIGHT-OF-WAY)

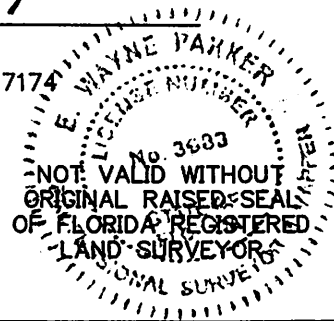


DESCRIPTION AS PREPARED BY MERRILL PARKER SHAW, INC.:

THE SOUTH 71.22 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4, FAIRFIELD COMMERCE PARK, A SUBDIVISION OF A PORTION OF SECTION 8, TOWNSHIP-2-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 19 AT PAGE 20 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

*E. Wayne Parker 8/25/14*

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174  
STATE OF FLORIDA



PAGE 1 OF 2

THIS IS A BOUNDARY SURVEY



**MERRILL PARKER SHAW, INC.**  
PROFESSIONAL SURVEYING SERVICES

4928 N. Davis Highway  
Pensacola, Florida 32503

Phone: (850) 478-4923  
Fax: (850) 478-4924

**LEGAL DESCRIPTION**

PREPARED BY: AES, CHECKED BY: EWP

RECEIVED BY THE DIRECTOR OF THE BUREAU OF THE ARMY

TO THE DIRECTOR OF THE BUREAU OF THE ARMY  
FROM THE DIRECTOR OF THE BUREAU OF THE ARMY  
SUBJECT: [illegible]



TO THE DIRECTOR OF THE BUREAU OF THE ARMY  
FROM THE DIRECTOR OF THE BUREAU OF THE ARMY  
SUBJECT: [illegible]

U.S. ARMY, DEPARTMENT OF THE ARMY

U.S. ARMY, DEPARTMENT OF THE ARMY

U.S. ARMY, DEPARTMENT OF THE ARMY

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: SSA-2014-02 West Park Place

Date: 9/5/14

Date requested back by: 9/9/14

Requested by: JC Lemos

Phone Number: 595-3467

.....

(LEGAL USE ONLY)

Legal Review by 

Date Received: 9/5/14



Approved as to form and legal sufficiency.

Not approved.

Make subject to legal signoff.

Additional comments:

ORDINANCE NO. 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 THREE PARCELS WITHIN SECTION 08, TOWNSHIP 2S, RANGE 30W, REMAINDER OF PARCEL NUMBER 1000-000-020 AND PARCELS 1000-000-030 AND 1000-000-040 TOTALING 5.48 (+/-) ACRES, LOCATED ON WEST PARK PLACE, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on 29 April, 2014; 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:

**Section 1. Purpose and Intent**

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

## 4 5 6 **Section 2. Title of Comprehensive Plan Amendment**

7  
8  
9 This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment  
10 2014-02."

## 11 12 13 **Section 3. Changes to the 2030 Future Land Use Map**

14  
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 Three parcels within Section 08, Township 2S, Range 30W, Remainder of  
23 Parcel Number 1000-000-020, and parcel numbers 1000-000-030, 1000-  
24 000-040 totaling 5.48 (+/-) acres, located on West Park Place, as more  
25 particularly described by Merrill Parker Shaw, Inc., in the boundary survey  
26 dated August 25, 2014, attached as Exhibit A, from Commercial (C) to  
27 Mixed-Use Urban (MU-U).

## 28 29 30 **Section 4. Severability**

31  
32  
33 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or  
34 unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect  
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## 36 37 38 **Section 5. Inclusion in the Code**

39  
40  
41 It is the intention of the Board of County Commissioners that the provisions of this  
42 Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that  
43 the sections, subsections and other provisions of this Ordinance may be renumbered or



1 relettered and the word "ordinance" may be changed to "section," "article," or such other  
2 appropriate word or phrase in order to accomplish such intentions.  
3  
4

5 **Section 6. Effective Date**  
6  
7

8 Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become  
9 effective until 31 days after adoption. If challenged within 30 days after adoption, this  
10 Ordinance shall not become effective until the Department of Economic Opportunity or  
11 the Administration Commission enters a final order determining the Ordinance to be in  
12 compliance.  
13

14  
15 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
16

17 **BOARD OF COUNTY COMMISSIONERS**  
18 **OF ESCAMBIA COUNTY, FLORIDA**  
19

20  
21 By: \_\_\_\_\_  
22 Lumon J. May, Chairman  
23

24 **ATTEST:** PAM CHILDERS  
25 Clerk of the Circuit Court  
26

27  
28 By: \_\_\_\_\_  
29 Deputy Clerk  
30

31  
32 (SEAL)  
33

34  
35 **ENACTED:**  
36

37 **FILED WITH THE DEPARTMENT OF STATE:**  
38

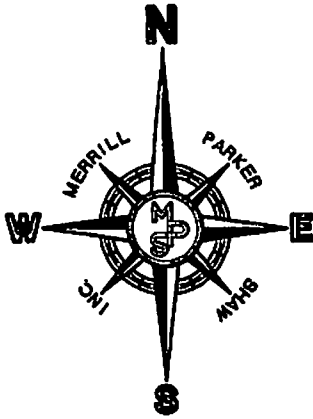
39 **EFFECTIVE DATE:**

JOB NUMBER: 14-6774-S

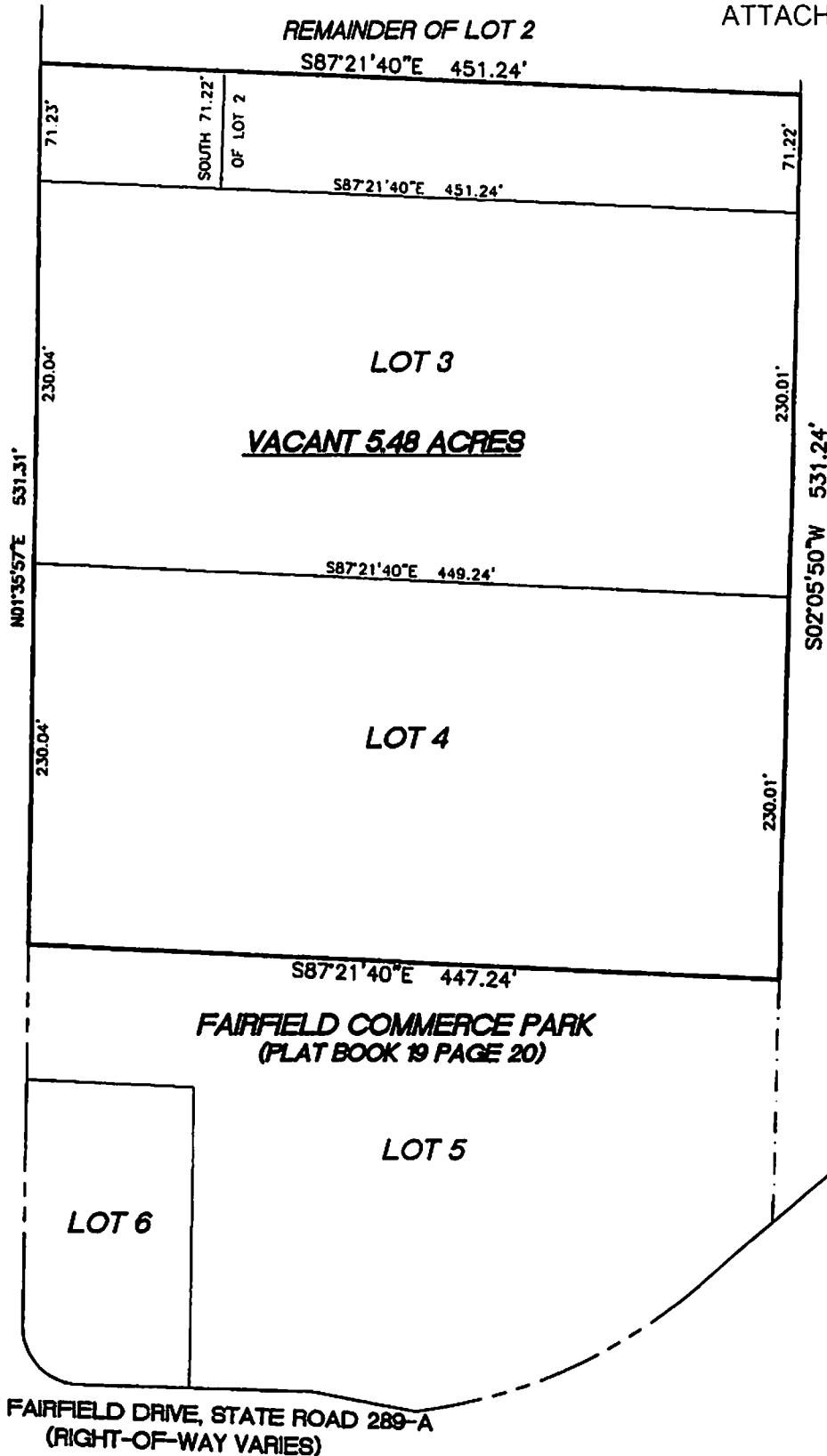
# EXHIBIT DRAWING

8/22/2014

ATTACHMENT A



WEST PARK PLACE  
(50' PUBLIC RIGHT-OF-WAY)



PAGE 2 OF 2  
SCALE 1"=100'

THIS IS A BOUNDARY SURVEY



**MERRILL PARKER SHAW, INC.**  
PROFESSIONAL SURVEYING SERVICES

4928 N. Davis Highway  
Pensacola, Florida 32503

Phone: (850) 478-4923  
Fax: (850) 478-4924

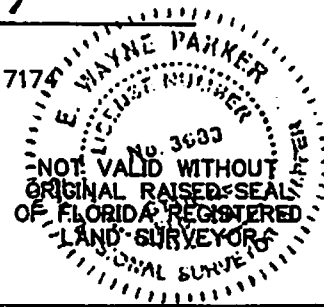
**DESCRIPTION SKETCH**

DESCRIPTION AS PREPARED BY MERRILL PARKER SHAW, INC.:

THE SOUTH 71.22 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4, FAIRFIELD COMMERCE PARK, A SUBDIVISION OF A PORTION OF SECTION 8, TOWNSHIP-2-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 19 AT PAGE 20 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

*E. Wayne Parker 8/25/14*

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174  
STATE OF FLORIDA



PAGE 1 OF 2

THIS IS A BOUNDARY SURVEY



**MERRILL PARKER SHAW, INC.**  
PROFESSIONAL SURVEYING SERVICES

4928 N. Davis Highway  
Pensacola, Florida 32503

Phone: (850) 478-4923  
Fax: (850) 478-4924

**LEGAL DESCRIPTION**

PREPARED BY: AES, CHECKED BY: EWP

UNITED STATES DEPARTMENT OF JUSTICE

INVESTIGATION OF THE ACTS OF VIOLENCE  
COMMITTED BY THE KLU KLUX KLAN  
IN THE STATE OF MISSISSIPPI  
DURING THE YEARS 1955 AND 1956



RECEIVED  
MAY 1956  
FBI - MEMPHIS

UNITED STATES DEPARTMENT OF JUSTICE

INVESTIGATION OF THE ACTS OF VIOLENCE

COMMITTED BY THE KLU KLUX KLAN

IN THE STATE OF MISSISSIPPI

DURING THE YEARS 1955 AND 1956

## **Comprehensive Plan Amendment Staff Analysis**

### **General Data**

**Project Name:** SSA 2014-02-05  
**Location:** 3330, 3360 and 3380 West Park Place  
**Parcel #s:** 08-2S-30-1000-000-020, 08-2S-30-1000-000-030, 08-2S-30-1000-000-040  
**Acreage:** 5.48 (+/-) acres  
**Request:** From Commercial (C) to Mixed Use-Urban (MU-U)  
**Agent:** Ken Bowron, Jr., Agent for Douglas Halford  
**Meeting Dates:** Planning Board September 30, 2014  
BCC October 16, 2014

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

The proposed amendment is for three parcels totaling 5.48 (+/-) acres accessed from West Park Place. The subject properties are abutting and adjacent to existing C-2 and ID-2 zoned parcels.

The proposed small scale amendment meets the following conditions in order to be classified as a small scale comprehensive plan amendment:

- a) The parcel is 5.48 (+/-) acres which is under the 10 acres or fewer as stated in 163.3187(a).
- b) This amendment is the second small scale amendment for this calendar year; therefore it will not exceed the maximum of 120 acres in a calendar year, as stated in F.S 163.3187(b).
- c) The proposed amendment is not located within a designated area of critical state concern.

The agent has requested a future land use (FLU) map amendment to change the FLU category of three contiguous parcels totaling 5.48 (+/-) acres from Commercial (C) to Mixed Use-Urban (MU-U). The zoning designation for the referenced parcels is C-2 General Commercial and Light Manufacturing District (cumulative).

The applicant's documents reflect the proposed construction of a multi-family development with a total of 96 units. Supporting facilities within the development will consist of a club house, computer lab and library center, swimming pool, playground and laundry facility.

### **Comprehensive Plan Consistency**

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

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

## I. Land Use Impacts

### FLU 1.5.1 New Development and Redevelopment in Built Areas

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

### Residential Impact

Under Comprehensive Plan Policy 1.3.1, the current Commercial (C) Future Land Use category has a maximum intensity of 1.0 Floor Area Ratio (FAR) and a maximum residential density of 25 dwelling units per acre. It allows for a mix of residential and non-residential uses including retail and services, professional office, light Industrial, recreational facilities, public and civic.

The proposed amendment to Mixed Use-Urban (MU-U) Future Land Use category allows for a Maximum Intensity of 2.0 FAR and a minimum 0.25 FAR intensity for non-residential uses. It allows for a mix of residential and non-residential uses such as residential, retail and services, professional office, light Industrial, recreational facilities and public and civic.

**Staff Analysis:** Land Use impacts appear to be **minimal** as these properties were at one time developed and occupied by other commercial facilities. The proposed project **would be compatible** with the other existing commercial-residential developments and public facilities within the surrounding area. Based on the application, the development **would promote** the mixed-use of the land and implement the compact development policies of the Comprehensive Plan.

## II. Infrastructure Analysis

### FLU 2.1.1 Infrastructure Capacities

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

**FLU 5.1.3** For the purposes of infrastructure analysis, significant public facilities evaluation shall include: sanitary sewer, solid waste, potable water, storm water management, transportation-traffic, and recreation and open space.

#### a. Sanitary Sewer

**INF 1.1.5 Coordination on System Expansions.** Escambia County will coordinate with ECUA and other wastewater service providers on the extensions of sanitary sewer collection lines and the siting or increase in capacity of wastewater treatment facilities to meet future needs.

INF 1.1.6 **Concurrency Management.** Escambia County will ensure the maintenance of LOS standards through the implementation of the County's Concurrency Management System and consistency with the Capital Improvements Element.

**b. Solid Waste Disposal**

INF 1.1.9 **LOS Monitoring.** Escambia County will monitor development to ensure that the LOS standards are maintained concurrent with development, consistent with the Capital Improvements Element.

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.

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

INF 2.1.5 **Concurrency Management.** Escambia County will continuously monitor growth and development to ensure that the LOS standard is maintained concurrent with development, consistent with the Capital Improvements Element.

**c. Potable Water**

INF 4.1.3 **Existing Facility Utilization.** The LDC will contain provisions, regulations, and incentives to encourage new development to utilize existing potable water facilities and systems to serve the needs of the development.

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.

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.

**d. Stormwater Management**

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.

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

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

**INF 3.1.8 Natural Drainage Features.** Existing functioning drainage features will be utilized whenever sufficient capacity is available within such features. Utilization of natural drainage features will be required when such use does not impact sensitive natural resources. The LDC will include land use regulations that require site-specific development plans to protect natural drainage features and incorporate such features into the site planning and development process.

**INF 3.1.9 Untreated Stormwater.** Channeling untreated run-off directly into receiving waters will be prohibited. Thus, no new "direct" discharge of untreated stormwater will be permitted. Note: For the purposes of this plan, adequate vegetative filtration of sheet flow from pervious surfaces may be considered treatment.

**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.

#### **e. Transportation and Traffic standards**

**MOB 1.1.2 On-site Facilities.** All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

**MOB 1.1.7 Access Management.** Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

**MOB 1.2.1 Consistency.** All plans and proposals for development and redevelopment as well as all land use decisions will be reviewed for consistency with the FLUM.

#### **f. Recreation and Open Space**

**REC 1.3.5 Areas within Private Development.** The LDC will clearly articulate the provision of open space and recreation areas within private developments.

**CON 1.8.1 Sustainable Community Development Practices.** The County will encourage sustainable community development practices that conserve energy and water resources. These strategies may include:

- a. Developing incentives for water conservation;
- b. Incorporating Florida Waterwise landscaping to reduce the use of potable water for irrigation of new building sites, including public building sites;
- c. Encouraging development on previously used and under-developed sites where infrastructure already exists;
- d. Encouraging development adjacent to existing developed areas;
- e. Protecting and enhancing natural systems within the County; and
- f. Using surface waters, conservation lands, and environmentally sensitive open space as visual amenities.



**Staff Analysis:** The applicant has made initial contact with ECUA and other local service providers and is aware of the requirements in Escambia County. The applicant understands that once a formal project is submitted to the Development Review Committee (DRC) process, an in-depth analysis with the Comprehensive Plan Policies and the Land Development Code regulations will require standard compliance with stormwater management, traffic and transportation, recreation and open space policies. Based on the application, the project's location **does promote** the efficient use of pre-existing infrastructure and available public facilities and it also **meets the intent** of the sustainable community development practices by proposing development on previously used and under-developed lands.

### III. Resource Management

In compliance with Florida Statutes and local regulations the following will be addressed through state required and local permits: groundwater recharge protection, abandoned wells, and wellhead protection.

#### a. Wellheads

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

#### b. Historically Significant Sites

**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.

#### c. Wetlands

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

**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:

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 FFWCC 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 Plan as Exhibits O and P, respectively.

**Staff Analysis:** The applicant will provide a wellhead analysis with the formal DRC project submittal. Electronic record for an archeological evaluation for historically significant sites was submitted with the application. The evaluation was performed by John C. Phillips, M.A. Archaeologist, Research Associate/Instructor, Archaeology Institute, University of West Florida and stated **no significant findings** on-site.

Based on the available National Wetland Inventory maps, there **appears to be no environmentally sensitive lands** on the subject parcels. Any future development shall be reviewed for compliance with the all the federal, state and local regulations prior to the issuance of any site plan approval.

ORDINANCE NO. 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 THREE PARCELS WITHIN SECTION 08, TOWNSHIP 2S, RANGE 30W, REMAINDER OF PARCEL NUMBER 1000-000-020 AND PARCELS 1000-000-030 AND 1000-000-040 TOTALING 5.48 (+/-) ACRES, LOCATED ON WEST PARK PLACE, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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**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

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10 Ordinance shall not become effective until the Department of Economic Opportunity or  
11 the Administration Commission enters a final order determining the Ordinance to be in  
12 compliance.

13  
14  
15 **DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

23  
24 ATTEST: PAM CHILDERS  
25 Clerk of the Circuit Court

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

30  
31  
32 (SEAL)

33  
34  
35 ENACTED:

36  
37 FILED WITH THE DEPARTMENT OF STATE:

38  
39 EFFECTIVE DATE:

SSA-2014-02



September 9, 2014

Juan C Lemos, CFM  
Senior Urban Planner  
Development Services Dept.  
Escambia County BCC  
3363 W Park Place  
Pensacola, FL 32505

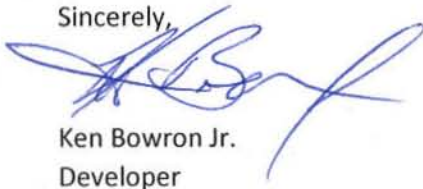
Re: Small Future Land Use Change

Mr. Lemos,

Please accept this letter as confirmation of our intent to change the future land use on the attached described property from Commercial to Mixed Use Urban. Beneficial Development 14, LLC plans to develop the property along West Park Place (description attached) into a multifamily development. The development will consist of 96 units in 4 three (3) story walk up garden style buildings. On site there will be a club house with leasing office, fitness center, computer lab and library, pool, tot lot/playground and laundry facility.

If you have any questions please feel free to contact me at (941)-929-1270 ext.103. We look forward to working with the County to bring this development to fruition.

Sincerely,



Ken Bowron Jr.  
Developer

**FUTURE LAND USE MAP AMENDMENT APPLICATION**  
(Revised 10/04/13)

**INSTRUCTIONS**

Please contact our office at (595-3475) to make an appointment with a Planner to personally discuss your site and prospective plans for it, and to review the application form with you to answer any questions you may have.

It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). The Planning Board holds public hearings once a month. Application closing dates for these hearings are provided in the attached schedule (Attachment A). In order for your application to move through the process in a timely manner, it is important for all items on the application to be completed. Incorrect or missing information could delay the hearing of your request. **NOTE: The applicant, or his/her agent, must be present at the Planning Board meeting. It is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.**

**An application is not considered complete until all of the items listed on the Future Land Use Map Amendment Application Checklist (attached herein) are received.**

Please note the completion and notarized certification(s) required herein. The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. Signatures must be properly notarized. If an agent is handling the request, the owner must sign the application and submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf.

**FEES:** An application fee of \$2,964.50 for a large-scale amendment and \$2,117.50 for a small-scale amendment. **For a large-scale amendment only**, a \$1000.00 advertising deposit is required upon application submittal. Applications should be accompanied by a check made payable to Escambia County and submitted prior to 3:00 p.m. no later than the closing date for acceptance of applications. In addition, the applicant and agent are responsible for payment of advertisement fees for required public hearings and any remedial reports or analyses which may be required (in accordance with the Escambia County Land Development Code, Chapter 2, Section 2.09.05). An estimated minimum cost of advertisement fees for two public hearings is \$1200.00; however, additional hearings may be required. The exact amount will be billed to the applicant and agent after the newspaper has agreed to run the ad(s). Should applicant fail to submit final payment within 90 days of invoice date (refer to Affidavit of Ownership and FLU Change Request ) for advertising costs, agent and applicant may be temporarily suspended from submitting projects until advertising fee balance has been paid in full.

**Please remember, the Planning Board meets only once a month. Applications received after the deadline for a particular meeting will not be heard until the following meeting.**

**NOTE:** Whenever an applicant would like any County Staff member to appear and testify at a hearing other than the normal public hearings required to process your request, a minimum notification of 5-10 days to the individual staff member and the Development Services Department is required in advance of the hearing.



## FUTURE LAND USE MAP AMENDMENT APPLICATION

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

**TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT**     X                  

**LARGE SCALE FLU AMENDMENT** \_\_\_\_\_

**Current FLU** C **Desired FLU:** MU-U **Zoning:** C-1

Planning Board Public Hearing, date(s): 30 SEP 2014

**BCC Public Hearing, proposed date(s):** 9 OCT 2014

**Fees Paid** 2117.50 **Receipt #** 616882 **Date:** 3 SEP 2014

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

Name: Fairfield Drive Properties, LLC

Address: 1901 Cypress Street

City: Pensacola State: FL Zip Code: 32502

Telephone: ( 850 ) 432-9620

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

**DESCRIPTION OF PROPERTY:**

Street address: Parcel #1 3380 West Park Pl., Parcel #2 3360 West Park  
Parcel #3 3330 West Park Pl.

Subdivision: **Fairfield Commerce Park**

Property reference number: Section 08 Township 2S Range 30

Parcel 1000 Lot 000 Block 020

Size of Property (acres) .74

Parcel #2: Section 08 Township 2S Range 30 Parcel 1000 Lot 000 Blk 030

Parcel #3: Section 08 Township 2S Range 30 Parcel 1000 Lot 000 Blk 040

**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.

Douglas Halford Douglas Halford 9.2.14  
Signature (Property Owner) Printed Name Date

Signature (Agent's Name (or owner if representing oneself)) Printed Name Date

Address: 1901 Cypress Street

City: Pensacola State: FL Zip: 32502

Telephone (850) 432 - 9620 Fax # (850) 549 - 4761

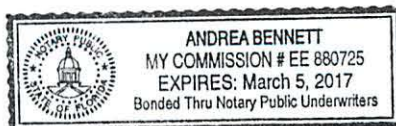
Email: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this 2<sup>nd</sup> day of September,  
year of 2014 by Douglas Halford 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.

Andrea Bennett Andrea Bennett  
Signature of Notary Public Date Printed Name of Notary

My Commission Expires \_\_\_\_\_ Commission No. \_\_\_\_\_  
(Notary seal must be affixed)



**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 (Property Owner) [Signature] Printed Name Ken Bowron Jr. Date 9/2/14  
Signature (Agent's Name (or owner if representing oneself)) Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
Address: 3550 S. Tamiami Trail  
City: Sarasota State: FL Zip: 34239  
Telephone (941) 924 - 1270 or cell Fax # (941) 924 - 1271  
Email: kbowron@beneficial.com.com

STATE OF FLORIDA  
COUNTY OF SARASOTA

The forgoing instrument was acknowledged before me this 2nd day of Sept,  
year of 2014 by KENNETH BOWRON JR 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] 9/2/14 J. VAN HORN  
Signature of Notary Public Date Printed Name of Notary

My Commission Expires 2/19/2016 Commission No. EE145945  
(Notary seal must be affixed)





**AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY**

As owner of the property located at 3380, 3360, & 3536 W. Park Place,  
Pensacola, Florida, Property Reference Number(s) 0825301000000020, 0825301000000030, 0825301000000040,

I hereby designate Ken Bowron Jr., 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 2<sup>nd</sup> day of September, 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.

Signature of Property Owner	Date	Printed Name of Property Owner
<u>[Signature]</u>	<u>9-2-14</u>	<u>Ken Bowron Jr.</u>
Signature of Agent	Date	Printed Name of Agent
<u>[Signature]</u>		

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of Sept, year of 2014, by KENNETH BOWRON JR 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 of Notary Public	Date	Printed Name of Notary Public
<u>[Signature]</u>	<u>9/2/14</u>	<u>J. VAN HORN</u>
Commission Number	My Commission Expires	
<u>EE 145945</u>	<u>2/19/2016</u>	

(Notary seal must be affixed)



**AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY**

As owner of the property located at 3380, 3360 and 3330 West Park Pl.,  
Pensacola, Florida, Property Reference Number(s) 082S301000000020, 082S301000000030 and  
082S301000000040  
I hereby designate Ken Bowron, Jr., 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 2nd day of September, 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.

Douglas Halford 9.2.14 Douglas Halford  
Signature of Property Owner Date Printed Name of Property Owner

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

STATE OF Florida

COUNTY OF Escambia

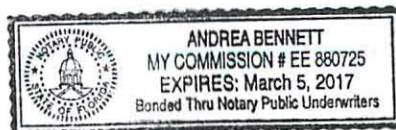
The foregoing instrument was acknowledged before me this 2nd day of September, year of  
2014, by Douglas Halford who ( ) did ( ☒ ) did not take an  
oath.

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

Andrea Bennett Andrea Bennett  
Signature of Notary Public Date Printed Name of Notary Public

Commission Number \_\_\_\_\_ My Commission Expires \_\_\_\_\_

(Notary seal must be affixed)



### DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

- A. Sanitary Sewer
- B. Solid Waste Disposal
- C. Potable Water
- D. Stormwater Management
- E. Traffic
- F. Recreation and Open Space
- G. Schools

The data and analysis should also support the requested future land use category by reflecting a need for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

2. Proximity to and impact on the following:
  - A. Wellheads (indicate distance and location to nearest wellhead)
  - B. Historically significant sites (available from University of West Florida)
  - C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)
3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

## **REAL ESTATE PURCHASE AGREEMENT**

This real estate purchase agreement (the "Agreement") is made and entered into this \_\_\_\_ day of August, 2014 by and between Fairfield Drive Properties, L.L.C., whose address is 1901 Cypress St., Pensacola, FL 32502 (hereinafter referred to as "Seller"), and Beneficial Development 14 LLC, a Florida limited liability company or assign, whose address is 3550 South Tamiami Trail, Suite 301, Sarasota, FL, 34239 (hereinafter referred to as "Purchaser"). The Seller and Purchaser may hereinafter be referred to collectively as the "Parties". This Agreement shall be effective upon execution by both the Seller and the Purchaser (the "Effective Date").

### **RECITALS**

**WHEREAS**, Seller is the owner of 6.42 +/- acres of Property, located in Escambia County, Florida, as more particularly described on the attached Exhibit "A", hereinafter referred to as the "Real Estate", and

**WHEREAS**, Seller desires to sell and Purchaser desires to purchase the Real Estate on the terms and conditions hereinafter set forth.

### **AGREEMENT**

Subject to the terms and conditions of this Agreement, and in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Seller and Purchaser agree as follows:

1. **REAL ESTATE, PROPERTY.** Subject to the terms and conditions set forth below, Seller shall sell and convey to Purchaser and Purchaser shall purchase from Seller the Real Estate, together with any and all easements, rights-of-way, privileges, benefits, contract rights, development rights, permits, licenses or approvals, improvements, or appurtenances arising from, pertaining to or associated with said real property (collectively, the "Property").

2. **PRICE AND PAYMENT.** The purchase price of the Real Estate shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per acre as determined by the Survey (as defined below) (the "Purchase Price"):

a. Purchaser shall pay an earnest money deposit of Ten Thousand Dollars (\$10,000.00) to the Escrow Agent by cash or check within ten (10) business days of the Effective Date of this Agreement ("Initial Deposit"). The Deposit shall be held by the Escrow Agent, and shall be refundable upon cancellation of the Agreement for any reason during the Due Diligence Period (defined below). If Purchaser elects to proceed then on the FHFC Board approval of Final Rankings, Purchaser shall deposit an additional Twenty Thousand Dollars (\$20,000.00) (the "Additional Deposit"). The Initial Deposit and the Additional Deposit shall be referred to collectively as the "Deposit." The Deposit shall apply to the Purchase Price.

b. The Purchaser shall pay the balance of the purchase price in cash, less any Deposits, by wire transfer of funds at the time of the Closing (defined below) as provided in Paragraph 5.

The Deposit paid pursuant to this Agreement shall be deposited with Heather Toft, Esq., as agent (the "Escrow Agent") and released to the Seller as provided herein. The Escrow Agent upon termination of the Agreement in accordance with terms hereof shall not require Seller's or Purchaser's signature in order to release the escrowed funds. Purchaser shall be entitled to any interest earned on the escrowed funds. The Escrow Agent shall serve without compensation for her services, and shall exercise her duties in accordance with the terms of this Agreement and in good faith, but under no circumstances shall she be held liable to Seller or Purchaser except for acts constituting gross neglect of duty or dishonesty. Upon delivery of the escrowed funds in accordance with the terms of this Agreement, the Escrow Agent's duties shall terminate.

3. **TITLE CONVEYANCE AND SURVEY.** Seller shall convey title to the Real Estate by statutory warranty deed at Closing. Said deed shall convey marketable title in fee simple absolute, subject only to the items set forth on the attached Exhibit "B" and real estate taxes not then delinquent (the "Permitted Exceptions"). At least thirty (30) days prior to Closing, Purchaser shall obtain an ALTA Owner's Title Insurance Commitment (the "Commitment") for the Real Estate in an amount equal to the purchase price from First American Title Insurance Company (the "Title Company") for an owner's title insurance policy (the "Title Policy") on the most recent standard ALTA form issued by a title agent selected by Purchaser (the "Title Agent"), and a UCC lien search, and shall furnish a copy of the Commitment to Seller. If such Commitment or UCC lien search discloses any title defects or other matters, other than the Permitted Exceptions, which, in Purchaser's sole judgment, interferes with Purchaser's intended use of the Real Estate, or which renders the title unmarketable, then, prior to closing, Purchaser shall provide written notice of objection thereto to Seller. In such event, if Seller is unable to or does not elect to remedy any such title defects or other such matter of title at Seller's sole cost and expense on or prior to the closing date, then Purchaser at its election, may either acquire the Real Estate subject to the effect of the same or terminate this Agreement without further liability to either party, and the Deposit shall be returned by the Escrow Agent to Purchaser. Purchaser shall, at Closing, pay for the cost of issuance of the Title Policy to Purchaser in the amount of the purchase price. Possession of the Property shall be delivered to Purchaser at Closing. If there are any buildings or other structures on the Property, upon request by Purchaser, Seller shall have such buildings and/or other structures removed from the Real Estate prior to closing. During the term of this Agreement, Seller shall not convey any interest in or otherwise encumber the Real Estate without the prior written approval of Purchaser.

Within ten (10) days from the Effective Date of this Agreement, Seller shall, at its expense, provide a copy of any existing survey of the Real Estate to the Purchaser, prepared by a registered surveyor. The survey shall be updated by the Purchaser, at the expense of Purchaser, 30 days prior to Closing, or at Purchaser's election Purchaser may obtain a new survey obtained by Purchaser as set forth above prepared by a registered surveyor, 30 days prior to Closing. The updated survey or the new survey shall be referred to as the "Survey." The Survey shall be certified to Purchaser, Purchaser's lender, the Title Company and the Title Agent. The legal description prepared from the Survey shall be used in the Seller's deed, provided that the



description is approved as current, by all appropriate governmental authorities. Survey defects shall be deemed and treated as title defects for purpose of this Section 3, and objections thereto shall be subject to the above procedures and time limitations. If purchaser provides written notice of any survey objections, and seller is unable to or does not elect to remedy such survey defects at Seller's cost, on or prior to Closing, the Purchaser at its election may either acquire the Real Estate subject to the effect of the same or terminate this Agreement without further liability to either party, and the Deposit shall be returned by Escrow Agent to Purchaser.

4. **REAL ESTATE TAXES AND ASSESSMENTS.** Real estate taxes shall be prorated as of the date of the Closing, based upon the amount of the most recent available real estate tax bills. Seller shall also be responsible for all assessments against the Real Estate (whether recorded or in the process of being certified) as of the date of the Closing including any deferred sewer or water tap-in fees. All delinquent real estate and personal property taxes and any amounts owing on the lien of any general or special assessments shall be paid by Seller at the time of Closing. If the amount of the real estate taxes prorated at the Closing differs from the amount of the actual real estate taxes for the tax period in question by more than ten percent (10%), the Parties will re-prorate based on the actual tax bill and credit the appropriate party within thirty (30) days after receipt of such tax bill. Seller shall be responsible for all conveyance fees and other "taxes" associated with the conveyance of the Real Estate.

5. **CONTINGENCIES, DUE DILIGENCE, EXTENSIONS & CLOSING.** Purchaser intends to construct certain improvements on the Real Estate. By reason thereof, it is necessary for Purchaser to make certain determinations as to the suitability of the Real Estate for Purchaser's proposed development. Therefore, the consummation of this transaction is conditioned upon:

a. **Feasibility Study.** Purchaser shall determine whether there is adequate access to the Real Estate, whether utilities are existing or will be existing to serve the Real Estate, and whether soil and subsoil conditions, as well as other economic factors, will permit the efficient and economical construction of Purchaser's proposed improvements. Purchaser, in its sole discretion, shall determine the feasibility of its intended use of the Real Estate, based upon but not limited to the following: access to the Real Estate, availability of utilities adequate to serve the proposed improvements, soil and subsoil conditions, environmental conditions, water and drainage conditions, the existence of wetlands, and any other factors affecting the efficient and economic construction of the Purchaser's proposed improvements and intended use of the Real Estate.

b. **Development Plan Approval.** Purchaser shall have obtained, at its expense, from all appropriate governmental authorities and public utilities, all necessary zoning approvals, subdivision approvals and other site plan approvals for its proposed development.

c. **Utilities.** All utilities, including but not limited to, storm sewer, sanitary sewer, water, gas, electric and cable, will be available to the property line of the Real Estate. To Seller's knowledge, there is no fact or condition which would impair Purchaser's ability to tap-in and use said utilities for the development of the Real Estate. Purchaser shall have obtained, at its expense, any necessary utility easements from adjoining property owners on terms and conditions acceptable to Purchaser.

d. **Due Diligence Period.** Purchaser shall have until December 15, 2014 ("Due Diligence Period") to satisfy or waive the conditions set forth in paragraphs 5(a) through 5 above. Purchaser in its sole discretion shall determine whether or not a contingency has been satisfied. Upon the failure of any of the above contingencies to be satisfied within such time period, Purchaser may elect either to waive such contingencies or to terminate this Agreement. Upon notice of such termination, the Deposit made by Purchaser shall be returned by the Escrow Agent in full and the Parties shall have no further obligation hereunder. If Purchaser fails to deliver notice to Seller that Purchaser is satisfied with or is waiving all of the contingencies set forth in this Paragraph 5 within the time frame set forth above, this Agreement shall automatically terminate, the Deposit made by Purchaser shall be returned by the Escrow Agent in full and the Parties shall have no further obligation hereunder. Seller shall cooperate with Purchaser in obtaining the approvals required pursuant to this paragraph 5, such cooperation to include, but not be limited to, the execution by Seller of any and all documents needed by Purchaser to obtain permits and approvals. Seller hereby grants to Purchaser authority to apply for site plan approval, development plan approval, and clearing and building permits prior to the Closing, and Seller shall execute any and all documents as may be required by the appropriate governmental agency to evidence such authority.

e. **Extension Period.** Purchaser shall have the right to extend the Closing by the payment of Five Thousand Dollars (\$5,000.00)(the "Extension Fee" or if more than one, the "Extension Fees") per 30-day period (each such period, an "Extension Period") for up to four (4) Extension Periods by providing written notice to the Seller three (3) business days prior to the Closing Date (defined below) as may be extended from time to time. The Extension Fee(s) shall be paid to Seller to extend the Closing Date for thirty (30) days. The Extension Fee(s) paid to Seller shall be non-refundable, shall not reduce the purchase price, and shall be earned by Seller and deemed to be liquidated damages in the event this transaction does not close.

f. **Closing.** Closing to occur upon site plan approval and all building permits issued to the proposed multifamily project, but no later than August 31, 2015 (the "Closing Date"), unless extended in accordance with section 5(g), above (the "Closing").

(1.) Seller shall execute and/or deliver to Purchaser at Closing the following:

(a) A statutory Warranty Deed executed by Seller conveying fee simple title to the Property to Purchaser, subject only to the Permitted Exceptions and taxes for the year of Closing;

(b) A non-foreign certificate in compliance with Section 1445 of the Internal Revenue Code;

(c) An assignment or assignments of all of Seller's right, title and interest with regard to all development rights, permits, licenses, consents, approvals, benefits soil tests, development plans, engineering plans or specification, tests, reports, studies, appraisals, analysis, or transportation capacity reservations or certificates, and similar documents or information which Seller may have in its possession and pertaining exclusively to the Property

(the "Development Rights"), thereto, in form and content satisfactory and to the appropriate governmental agency or entity having jurisdiction thereof;

(d) Closing Statement; and

(e) Such other customary documents as reasonably may be reasonably required to consummate the transaction contemplated by this Agreement, or which may be required by the Title Company in order to issue the Title Policy as required by the Title Commitment.

(2.) Purchaser shall have obtained financing on terms and conditions acceptable to Purchaser for the acquisition and development of the Real Estate. If the Agreement is not terminated prior to April 1, 2015, this condition shall be deemed to be waived and of no further force or effect.

(3.) Purchaser shall execute and/or deliver to Seller at Closing:

(a) Closing Statement;

(b) The Purchase Price, subject to credits and prorations as provided herein; and

(c) All documents required hereunder in order to consummate this Agreement, and such other customary documents as may be reasonably required to consummate the transaction contemplated by this Agreement, or which may be required by the Title Company in order to issue the title policies in this Agreement.

g. **Closing Expenses.** The cost of documentary stamps on the Deed and of any corrective instruments or actions shall be paid by Seller on or before Closing. The cost of recording the Deed, the Survey, the title insurance premium and any title search charges or other charges pertaining to the Title Commitment and the owners' title insurance policy shall be paid by the Purchaser on or before Closing. Each party shall bear and pay its own attorneys' fees and expenses.

6. **SITE INVESTIGATION AND CONDITION OF REAL ESTATE.** Seller hereby grants to Purchaser a temporary license to enter onto the Real Estate to conduct such engineering and soil testing as it deems appropriate. Purchaser shall conduct such site investigation in such a manner so as to minimize any damage to the Real Estate and, to the extent practicable, Purchaser shall promptly restore any damaged areas of the Real Estate to its condition prior to Purchaser's entry on the Real Estate. Purchaser shall indemnify Seller from and against any actual loss or damage suffered by Seller relating to the entry onto the Real Estate of Purchaser's employees and contractors including without limitation, claims for actual loss and construction liens. Such indemnification shall include Seller's attorney's fees and costs. Prior to the closing, Seller shall not make any material alterations to the Real Estate without the prior written consent of Purchaser.

Within thirty (30) days after the date of this Agreement, Seller shall deliver to Purchaser copies of all engineering reports, environmental (plant and animal) reports or environmental site assessments, topographical maps, soil tests, feasibility studies, easement agreements, subdivision approvals, title insurance policies and surveys in Seller's possession pertaining to the Real Estate ("Seller's Deliveries"). Seller makes no representations or warranties regarding the completeness or accuracy of Seller's Deliveries.

Seller represents and warrants to Purchaser that Seller has not received notice of any violation of any applicable federal, state or local statute, law, ordinance, order, rule or regulation or of any covenant, condition, restriction or easement affecting the Real Estate. If at Closing, the Real Estate is subject to any city, county, state or federal order, Purchaser shall be entitled to terminate this Agreement and receive a full refund of the Deposit or proceed to Closing at Purchaser's election. Seller further represents and warrants to Purchaser that, to the best of Seller's knowledge, the Real Estate is free from any and all hazardous substances and wastes, asbestos, underground storage tanks, PCB's and wet lands. Within sixty (60) days following confirmation of financing, Purchaser, at its expense, shall perform an environmental audit and wet lands assessment on the Real Estate. In the event such audit discloses the presence of hazardous substances, wastes, asbestos, underground storage tanks or PCB's, then, unless Seller agrees, within ten (10) days after Seller's receipt of notice of the results of such audit, to remove and clean up any such hazardous substances, wastes, asbestos or underground storage tanks and to pay the costs of such removal and clean up prior to the closing date, Purchaser, at its election, may either acquire the Real Estate without requiring the removal of such hazardous substances, wastes, asbestos, underground storage tanks or PCB's, or may terminate this Agreement by written notice thereof to Seller, in which case any deposit made by Purchaser shall be returned by the Escrow Agent in full and neither party shall be under any further obligation hereunder.

7. **ADDITIONAL OBLIGATIONS OF SELLER.** Not Applicable.

8. **COOPERATION AGREEMENT.** Purchaser may need a variety of exclusive and non-exclusive public and private, permanent and temporary utility, drainage, right of way, grading, access, ingress/egress and roadway easement(s) to facilitate its re-development of subject property. Seller hereby agrees to fully cooperate with Purchaser in granting and signing said easements, as needed, and/or assisting Purchaser in obtaining same from required third Parties. The cost of design, designation, and recording of those easements shall be borne by Purchaser.

9. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents, warrants, and covenants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations, warranties, and covenants as of the date of Closing.

a. **No Consents Necessary.** Seller has the legal right, power, capacity and authority to enter into and perform its obligations under this Agreement, and no approval or consent of any other person or entity is necessary to authorize the execution of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller.

b. **No Violations.** Seller has not received any written notice (i) of any violations by Seller or the Real Estate or any part thereof, of any law, rule, regulation, order or ordinance or (ii) from any insurance company of the existence of any material and adverse condition which requires work to be done to cure such condition with respect to the Real Estate, and Seller has no knowledge that any such notices are forthcoming or that any such conditions or violations exist.

c. **No Pending Proceedings.** The Seller represents that, to Seller's knowledge, there is no pending or threatened, condemnation action, litigation, arbitration, administrative action or examination, claim, demand, attachment, execution or similar proceeding whatsoever, relating to the Real Estate or Seller which would adversely affect the Real Estate. Seller shall immediately notify Purchaser of any such claim or proceeding which is made, filed, threatened or instituted by or against Seller or the Real Estate after the date of this Agreement.

d. **No Third Party Rights.** The Seller represents that no tenant or other third party has any agreement, option, or other right of first refusal, to purchase the Real Estate or any part thereof nor does any party have any occupancy rights with respect to the Real Estate.

e. **Zoning.** Seller represents that the current zoning of the Real Estate is C-2.

f. **Access.** Seller has no knowledge of any fact or condition which would result in the termination or impairment of access to the Real Estate from adjoining public or private streets or ways or which could result in discontinuation of necessary sewer, water, electric, gas, telephone, or other utilities or services. To Seller's knowledge, all sewage, sanitation, water retention, and similar facilities servicing the Real Estate are in full compliance with governmental authorities' laws, rules and regulations.

g. **Utilities.** All utilities, except sanitary sewer, but including water, gas, electric and cable, are available to the Real Estate. To Seller's knowledge, there is no fact or condition which would impair Purchaser's ability to tap-in and use said utilities for the development of the Real Estate.

h. **Assessments.** There are no public improvements which have been ordered to be made and/or which have not heretofore been assessed, and there are no special, general, or other assessments pending, or to Seller's knowledge, threatened against or affecting the Real Estate.

i. **Third Parties.** Seller has not entered into, nor is aware of, any contract, lease, lien, encumbrance, agreement or right of possession pertaining to the Property, which cannot be canceled/terminated by Purchaser with a 30-day notice or less. Nor, to Seller's knowledge, does any third party have any right(s) of occupancy, unrecorded or prescriptive easement(s) or usage with respect to the Property, at law or in equity.

j. **Survival of Warranties.** Each of the foregoing representations and warranties shall survive up to one (1) year after Closing.

k. **"As is" Sale.** OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT IT WILL HAVE BEEN GIVEN AMPLE OPPORTUNITY TO INSPECT AND INVESTIGATE THE PROPERTY. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE CONTEMPLATED BY THIS AGREEMENT IS MADE AND WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (WHETHER EXPRESS OR IMPLIED) BY SELLER CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, PURCHASER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, "WITH ALL FAULTS," AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES. NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO THE FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, OR SUITABILITY FOR A PARTICULAR PURPOSE, DESIGN, QUALITY, CONDITION, OPERATIONS OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY AND THE ENVIRONMENT. PURCHASER ACKNOWLEDGES THAT IT IS RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY, AND THAT PURCHASER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH, UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY, EXCEPT THE WARRANTY OF TITLE.

10. **EMINENT DOMAIN.** If, prior to the closing, any proceeding shall be threatened, commenced or consummated for the taking of any part of the Real Estate for public or quasi-public use pursuant to the power of eminent domain, then Seller shall forthwith give notice thereof (the "Condemnation Notice") to Purchaser. The Condemnation Notice shall, if possible, be accompanied by a sketch of the portion of the Real Estate which will be affected by such taking, and a metes and bounds description delineating the area to be affected. If any such taking, contemplated taking or threatened taking, shall occur or be commenced, then Purchaser shall have the option to terminate this Agreement upon written notice to Seller given not later than ten (10) days after receipt of the Condemnation Notice or go forward and take an assignment of Seller's condemnation award. In the event Purchaser elects to terminate this Agreement, the Deposit shall be returned by the Escrow Agent in full, and neither party shall be under any further obligation hereunder.

11. **DEFAULT.**

i. **BY PURCHASER.** IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO A DEFAULT OR BREACH BY PURCHASER OF ANY MATERIAL OBLIGATION HEREUNDER, SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN THE DEPOSIT AS WELL AS ADDITIONAL FEES PAID TO SELLER AS FULL AND COMPLETE LIQUIDATED DAMAGES AND NEITHER PARTY SHALL BE UNDER ANY FURTHER OBLIGATION HEREUNDER. THE PARTIES

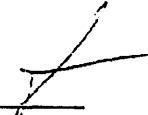
ACKNOWLEDGE AND AGREE THAT THE DAMAGES TO SELLER IN THE EVENT OF PURCHASER'S DEFAULT OR BREACH WOULD BE IMPOSSIBLE TO ACCURATELY DETERMINE, THAT PROOF OF THE AMOUNT OF SUCH DAMAGES WOULD BE COSTLY AND INCONVENIENT AND THAT SAID SUM IS FAIR AND REASONABLE IN LIGHT OF ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE PARTIES' ESTIMATION OF THE POSSIBLE RANGE OF DAMAGES TO SELLER IN THE EVENT OF SUCH A DEFAULT OR BREACH BY PURCHASER. SUCH LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR PURCHASER'S DEFAULT OR BREACH. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. SELLER AND PURCHASER EACH CONFIRM THEIR AGREEMENT TO THE FOREGOING BY INITIALING IN THE SPACE PROVIDED BELOW.

ii. BY SELLER. IN THE EVENT THE SELLER SHALL DEFAULT IN THE CONSUMMATION OF THIS AGREEMENT, THE SELLER AGREES THAT THE PURCHASER SHALL BE LIMITED TO THE REMEDY OF SPECIFIC PERFORMANCE OR THE DEPOSIT AND ALL INCURED EXPENSES WHICH EXPENSES SHALL NOT EXCEED THE SUM OF \$100,000.00.

Seller's Initials



Purchaser's Initials



12. ASSIGNMENT. This Agreement may be assigned by Purchaser to an affiliate of Purchaser without the consent of Seller, provided that in the event of an assignment of this Agreement by Purchaser, Purchaser shall not be released from any of its obligations under this Agreement.

13. NOTICES. Any notices to be given hereunder shall be given by placing the notice in the United States Mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective party may direct in writing to the other, by personal delivery to such address, or by facsimile transmission (with receipt of transmission) and such notice shall be deemed effective upon such placing in the mails, on the next business day following delivery to a nationally recognized overnight delivery service, upon such personal delivery, or on the date sent via facsimile (with receipt of transmission):

To Seller:

Name: Fairfield Drive Properties LLC  
Address: 1901 Cypress St.  
City\State: Pensacola, FL 32502  
Attn: Leo Cyr  
Phone: (850) 432-9620  
Fax: (850) 549-4761  
Email: leoc@marinamgmt.com

With a copy to:

Name: McDonald Fleming Moorhead  
Address: 25 W. Government Street  
City\State: Pensacola, FL 32502

Attn: Stephen R. Moorhead, Esq  
Phone: (850) 477-0660  
Fax: (850) 477-1730  
Email: srmoorhead@pensacolalaw.com

With a copy to: Name: Douglas Halford  
Address: 411 C Bayshore Drive  
City\State: Pensacola FL 32507  
Phone: (850) 572-2301  
Email: doughalford@gmail.com

To Buyer: Name: BENEFICIAL DEVELOPMENT 14, LLC, a Florida  
limited liability company  
Address: 2206 Jo-An Drive,  
City\State: Sarasota, FL 34231  
Attn: Don Paxton  
Phone: (941) 929-1270  
Fax: (941) 929-1271  
Email: dpaxton@beneficialcom.com

With copy to: Name: Broad and Cassel  
Address: 390 N Orange Ave, Suite 1400  
City\State: Orlando, FL 32801  
Attn: Heather Toft, Esq  
Phone: 407-839-4252  
Fax: 407-650-0966  
Email: htoft@broadandcassel.com

14. **INVALID PROVISIONS.** In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

15. **BROKER.** The Parties do mutually represent to each other that no brokerage commission shall be due upon the execution of this Agreement or the transfer of all or any portion of the Real Estate other than a broker's commission to be paid by Seller to Coldwell Banker United Realtors and NAI HALFORD. The Parties agree to hold each other harmless and indemnify each other as a result of a claim for a real estate commission asserted by any other broker as a result of any dealings with either party hereto.

16. **FORCE MAJEURE.** Neither party shall be liable for nonperformance or delay in performance due to any act of God; regulation or law of any government; riot; civil commotion; destruction of the subject Real Estate by fire, earthquake or storm; strike; labor disturbances; or the failure of any public utilities or common carriers.



**FUTURE LAND USE MAP AMENDMENT APPLICATION**  
(Revised 10/04/13)

**INSTRUCTIONS**

Please contact our office at (595-3475) to make an appointment with a Planner to personally discuss your site and prospective plans for it, and to review the application form with you to answer any questions you may have.

It is important for the application packet to be complete and on time in order to process and schedule your request for the required public hearing(s). The Planning Board holds public hearings once a month. Application closing dates for these hearings are provided in the attached schedule (Attachment A). In order for your application to move through the process in a timely manner, it is important for all items on the application to be completed. Incorrect or missing information could delay the hearing of your request. **NOTE: The applicant, or his/her agent, must be present at the Planning Board meeting. It is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.**

**An application is not considered complete until all of the items listed on the Future Land Use Map Amendment Application Checklist (attached herein) are received.**

Please note the completion and notarized certification(s) required herein. The owner and/or agent acting in his/her behalf, must sign the certification(s) where indicated on the application. Signatures must be properly notarized. If an agent is handling the request, the owner must sign the application and submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) authorizing said agent to act in his/her behalf.

**FEES:** An application fee of \$2,964.50 for a large-scale amendment and \$2,117.50 for a small-scale amendment. **For a large-scale amendment only**, a \$1000.00 advertising deposit is required upon application submittal. Applications should be accompanied by a check made payable to Escambia County and submitted prior to 3:00 p.m. no later than the closing date for acceptance of applications. In addition, the applicant and agent are responsible for payment of advertisement fees for required public hearings and any remedial reports or analyses which may be required (in accordance with the Escambia County Land Development Code, Chapter 2, Section 2.09.05). An estimated minimum cost of advertisement fees for two public hearings is \$1200.00; however, additional hearings may be required. The exact amount will be billed to the applicant and agent after the newspaper has agreed to run the ad(s). Should applicant fail to submit final payment within 90 days of invoice date (refer to Affidavit of Ownership and FLU Change Request ) for advertising costs, agent and applicant may be temporarily suspended from submitting projects until advertising fee balance has been paid in full.

**Please remember, the Planning Board meets only once a month. Applications received after the deadline for a particular meeting will not be heard until the following meeting.**

**NOTE:** Whenever an applicant would like any County Staff member to appear and testify at a hearing other than the normal public hearings required to process your request, a minimum notification of 5-10 days to the individual staff member and the Development Services Department is required in advance of the hearing.

Attn: Stephen R. Moorhead, Esq  
Phone: (850) 477-0660  
Fax: (850) 477-1730  
Email: srmoorhead@pensacolalaw.com

With a copy to: Name: Douglas Halford  
Address: 411 C Bayshore Drive  
City\State: Pensacola FL 32507  
Phone: (850) 572-2301  
Email: doughalford@gmail.com

To Buyer: Name: BENEFICIAL DEVELOPMENT 14, LLC, a Florida  
limited liability company  
Address: 2206 Jo-An Drive,  
City\State: Sarasota, FL 34231  
Attn: Don Paxton  
Phone: (941) 929-1270  
Fax: (941) 929-1271  
Email: dpaxton@beneficialcom.com

With copy to: Name: Broad and Cassel  
Address: 390 N Orange Ave, Suite 1400  
City\State: Orlando, FL 32801  
Attn: Heather Toft, Esq  
Phone: 407-839-4252  
Fax: 407-650-0966  
Email: htoft@broadandcassel.com

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16. **FORCE MAJEURE.** Neither party shall be liable for nonperformance or delay in performance due to any act of God; regulation or law of any government; riot; civil commotion; destruction of the subject Real Estate by fire, earthquake or storm; strike; labor disturbances; or the failure of any public utilities or common carriers.

17. **MISCELLANEOUS PROVISIONS.**

**Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**Amendments and Termination.** Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Purchaser, acting by their respective duly authorized agents or representatives.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its principles on conflicts of law. Venue of any proceedings shall be in the state or federal courts situated in Escambia County, Florida.

**Section Headings.** The section headings inscribed in this Agreement are for convenience only and are intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement, nor the meaning of any provision hereof.

**Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

**Entire Understanding; Merger of Prior Agreements.** The foregoing Agreement contains the entire understanding between Seller and Purchaser relative to the subject matter hereof and no oral representations heretofore made by either party to the other shall be binding upon either of them. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

**Time.** Time is of the essence of this Agreement. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall be automatically extended to 5:00 P.M. on the next ensuing business day.

**PROPERTY TAX DISCLOSURE.** PURCHASER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE PURCHASER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.


**Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Purchaser may, at Purchaser's expense, have an appropriately licensed person test the property for radon.

*(end of text; signatures on following page)*

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year below indicated.

**SELLER:**

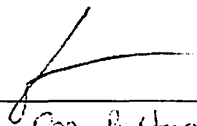
**Fairfield Drive Properties, L.L.C.**

By:   
Name: Doug Halperin  
Its: Managing Partner

Date: 8.30.14

**PURCHASER:**

**Beneficial Development 14 LLC,  
a Florida limited liability company**

By:   
Name: Ben Boston  
Its: Manager

Date: 4/29/14

**ESCROW ACKNOWLEDGMENT**

The undersigned acknowledges receipt of the \_\_\_\_\_  
(\$ \_\_\_\_\_) earnest money deposit this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ and  
agrees to hold such funds in accordance with the terms of this Agreement.

**ESCROW AGENT:**

By: \_\_\_\_\_

**Exhibit "A"**

**Property Description**

## **Exhibit "B"**

### **Permitted Exceptions**

1. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of FAIRFIELD COMMERCE PARK, as recorded in Plat Book 19, at Page 20 of the public records of Escambia County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

2. Easement granted to the City of Pensacola, Florida recorded July 10, 1974 in Official Records Book 816, at Page 122 of the public records of Escambia County, Florida.

3. Easement granted to BellSouth Telecommunications, Inc., recorded November 1, 2000 in Official Records Book 4623, at Page 75 of the public records of Escambia County, Florida.

4. Easement granted to BellSouth Telecommunications, Inc., recorded August 2, 2004 in Official Records Book 5466, at Page 27 of the public records of Escambia County, Florida.

5. Public Road and Right-Of-Way Easement granted to Escambia County, recorded January 25, 2010 in Official Records Book 6553, at Page 964 of the public records of Escambia County, Florida.

6. Amended Easement Deed by Court Order in Settlement of Landowner Acton, recorded February 15, 2013, in Official Records Book 6975, at Page 1319 of the public records of Escambia County, Florida.

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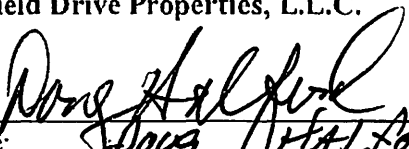
*(end of text; signatures on following page)*



IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year below indicated.

**SELLER:**

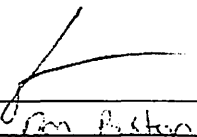
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By:   
Name: Doug Halperin  
Its: Managing Partner

Date: 8.30.14

**PURCHASER:**

**Beneficial Development 14 LLC,  
a Florida limited liability company**

By:   
Name: Ben Boston  
Its: Manager

Date: 1/29/14

**ESCROW ACKNOWLEDGMENT**

The undersigned acknowledges receipt of the \_\_\_\_\_  
(\$ \_\_\_\_\_) earnest money deposit this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ and  
agrees to hold such funds in accordance with the terms of this Agreement.

**ESCROW AGENT:**

By: \_\_\_\_\_

**Exhibit "A"**

**Property Description**

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6. Amended Easement Deed by Court Order in Settlement of Landowner Acton, recorded February 15, 2013, in Official Records Book 6975, at Page 1319 of the public records of Escambia County, Florida.

**FUTURE LAND USE MAP AMENDMENT  
APPLICATION**

**CHECKLIST**

1. ☒ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
2. ☐ Letter of request, including reason(s) for map amendment and desired future land use category
3. ☒ Notarized Affidavit of Ownership and Authorization (form herein)
4. ☒ Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf
5. ☐ Concurrency Determination Acknowledgement (form herein)
6. ☒ Proof of Ownership (Copy of Warranty Deed or Tax Notice)  
- Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
7. ☐ Street Map depicting general property location
8. ☒ Legal Description of exact property area proposed for a future land use map amendment, including:
  - ☒ Street Address
  - ☒ Property Reference Number(s)
  - ☒ Boundary Survey
  - ☒ Total acreage requested for amendment
9. ☒ Land Use Map Amendment Application fee
10. ☐ Complete Data and Analysis (See applicable page herein)

DESCRIPTION AS PREPARED BY MERRILL PARKER SHAW, INC.:

THE SOUTH 71.22 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4, FAIRFIELD COMMERCE PARK, A SUBDIVISION OF A PORTION OF SECTION 8, TOWNSHIP-2-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 19 AT PAGE 20 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

*E. Wayne Parker 8/25/14*

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174  
STATE OF FLORIDA

NOT VALID WITHOUT  
ORIGINAL RAISED SEAL  
OF FLORIDA REGISTERED  
LAND SURVEYOR

PAGE 1 OF 2

THIS IS A BOUNDARY SURVEY



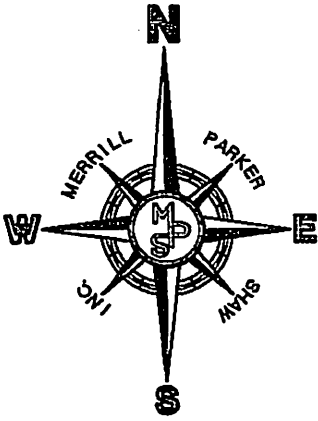
**MERRILL PARKER SHAW, INC.**  
PROFESSIONAL SURVEYING SERVICES

4928 N. Davis Highway  
Pensacola, Florida 32503

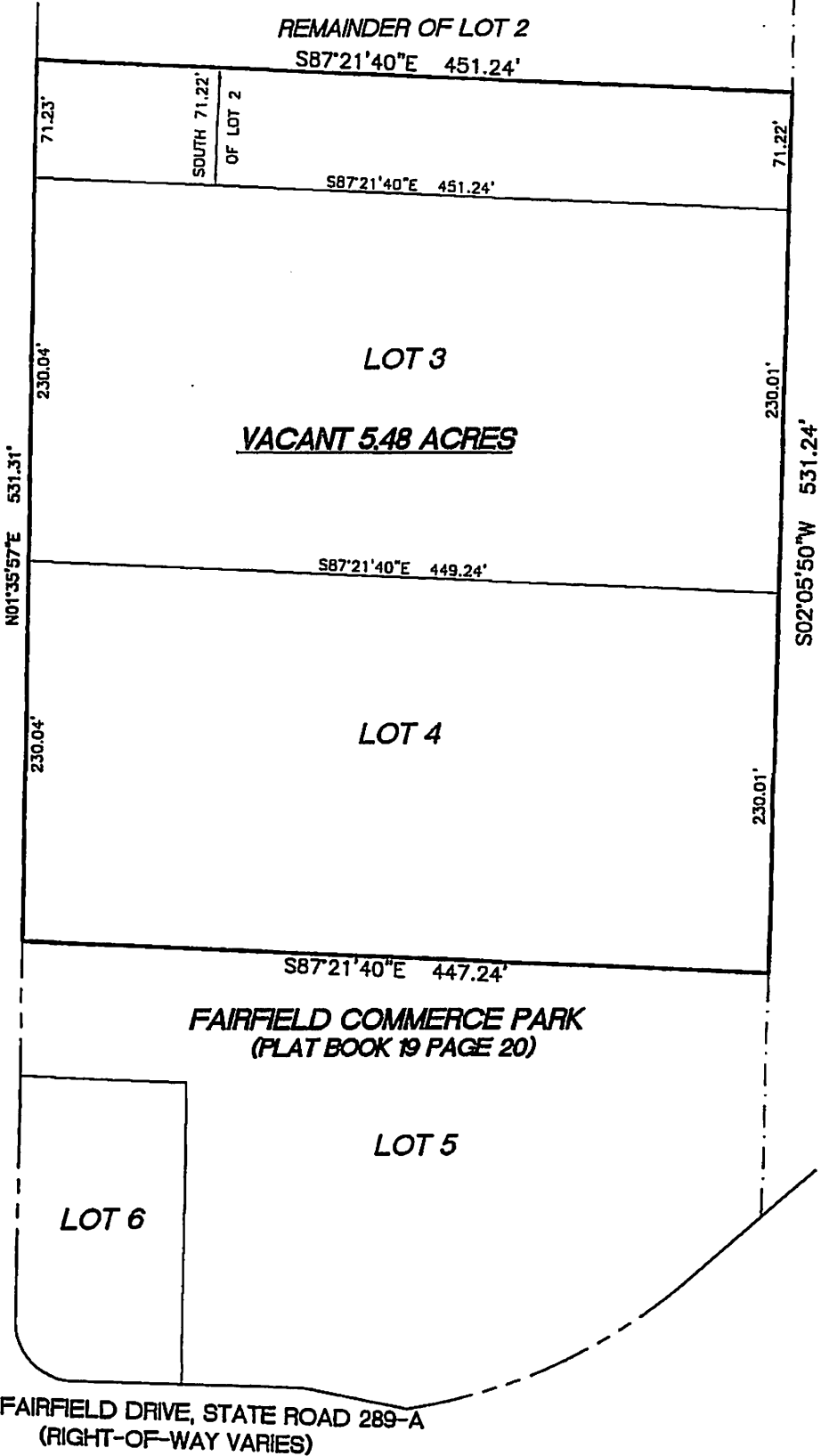
Phone: (850) 478-4923  
Fax: (850) 478-4924

**LEGAL DESCRIPTION**

PREPARED BY: AES, CHECKED BY: EWP



WEST PARK PLACE  
(50' PUBLIC RIGHT-OF-WAY)



## **Data and Analysis Requirement**

**Addresses:** 3330, 3360, &3380 West Park Pl.

**Parcel #:** 082S301000000030, 082S301000000020, 082S301000000040

**Acreage:** 5.48 +/- acres

**Request:** From Commercial (C) to Mixed Use-Urban (MU-U)

The proposed project will promote the efficient use of existing public roads and infrastructure. Traffic concurrency and allocation for capacity of roadways, LOS and availability of potable water, wastewater, solid waste and storm water. The applicant will work with staff during the final site plan review process to make sure all services meet all of the LOS requirements. The application will also work with staff to ensure that the proposed development will conform to all Recreation and Open Space requirements as well as School concurrency.



**Escambia County, FL**

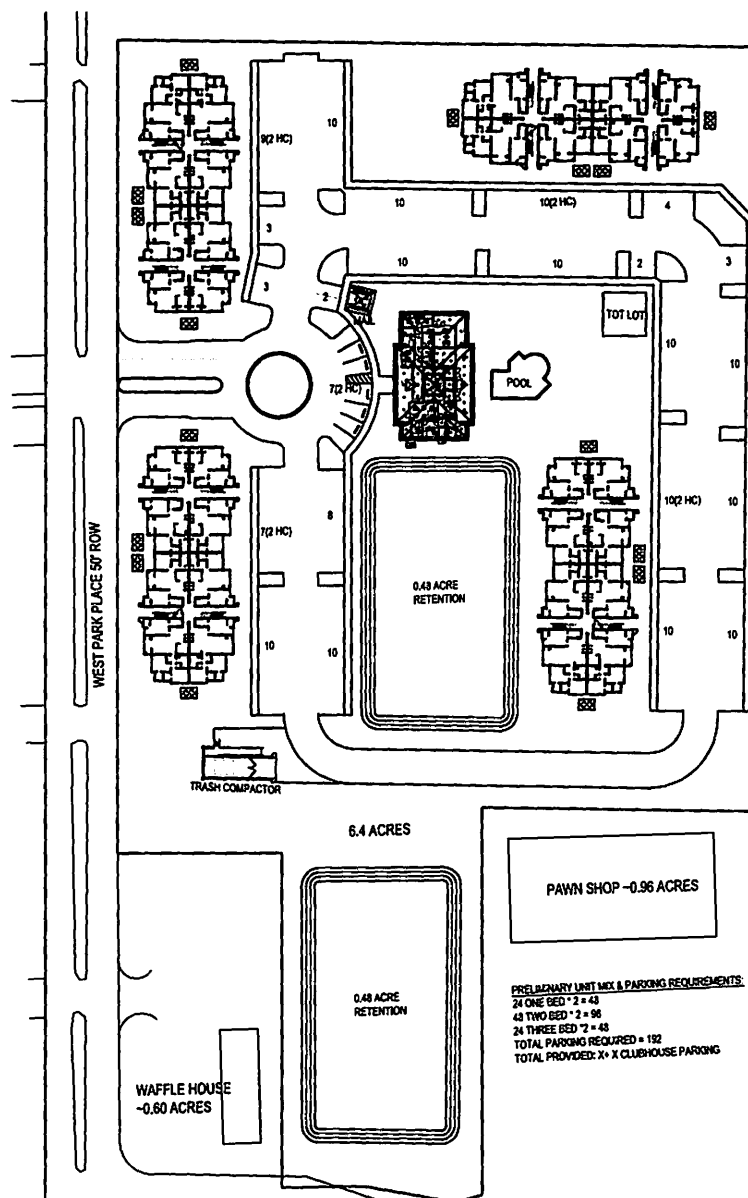


**SET DISTRIBUTIONS:**

**SHEET REVISIONS**

EDITED BY: \_\_\_\_\_  
PROJECT NO. 14-3103

**A2.01**



**1 Conceptual Architectural Site Plan**

1° = 40'

## Ken Bowron

---

**From:** Ronald Currier <ronald.currier@ecua.fl.gov>  
**Sent:** Tuesday, August 26, 2014 3:26 PM  
**To:** Ken Bowron  
**Subject:** W. Park Pl  
**Attachments:** 3330 W Park Pl.pdf

Ken: attached is a PDF of your area ..... there is sewer (gravity main) and water available at the rear of each parcel. If you have any more questions regarding the services, please give me a call.

**Ron Currier | Senior Engineering Technician | Emerald Coast Utilities Authority |**  
P.O. Box 15311 | Pensacola, FL. 32514-0311 | Web: [www.ecua.fl.gov](http://www.ecua.fl.gov) |  
Phone: (850) 969-6645 | Fax: (850) 969-6511 |





**From:** [Ken Bowron](#)  
**To:** [Juan C. Lemos](#)  
**Subject:** FW: Land Use change info W. Park place & Fairfield Dr  
**Date:** Tuesday, September 09, 2014 8:41:30 AM

---

Juan,

Please find attached the email regarding the archeological and historic findings.

Thank you,  
Kenny

**From:** John Phillips [mailto:jphillip@uwf.edu]  
**Sent:** Monday, September 08, 2014 8:25 PM  
**To:** Ken Bowron  
**Cc:** April Holmes  
**Subject:** Re: Land Use change info W. Park place & Fairfield Dr

I have completed my cultural resources background review of the above referenced parcel proposed for land use change. I utilized the methods described to you in an earlier email. Please note that this in-house review of our records, both in hard copy and an Escambia County cultural resources GIS developed by UWF's Archaeology Institute, is provided as a public service by the UWF Archaeology Institute. This document, and the review it describes is not sufficient in terms of due diligence, it is not a substitute for a cultural resources assessment survey, nor is it sufficient in lieu of of any state or federal mandates, should they apply. The opinions expressed herein are my own as a professional archaeologist with considerable experience in northwest Florida; I have no legal or enforcement authority.

The parcel lies on a broad ridge, on a land form consisting of undefinable "urban land," soils as described by the USDA, NRCS. This soil series generally describes lands badly disturbed by previous construction and demolition activities. The parcel lies a long distance from recognizable naturally occurring potable water sources, many of which have also been badly disturbed by urban activities and earlier logging episodes. In sum, the environment I have just described is one of low probability for the presence of precolumbian or early historic archaeological sites.

Our records indicate no recorded archaeological sites, National Register of Historic Places (NRHP) sites or historic structures are on file with the Florida Division of Historical Resources (State Historic Preservation Office or "SHPO") Florida Master Site File, the state-wide records repository for archaeological or historic properties in Florida. In other words, no archaeological sites, NRHP properties or historical structures are recorded within or near the subject parcel.

In my professional opinion, based on this review and decades of experience, it is very highly unlikely that significant cultural resources exist within the parcel. The proposed land use change is very unlikely to impact such resources.

Sincerely,

John C. Phillips  
Archaeologist

|

| Fax (850) 474-2764

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Office (850) 857-6328 or (850) 474-3015  
Fax (850) 474-2764

## **Comprehensive Plan Amendment Staff Analysis**

### **General Data**

**Project Name:** SSA 2014-02-05  
**Location:** 3330, 3360 and 3380 West Park Place  
**Parcel #s:** 08-2S-30-1000-000-020, 08-2S-30-1000-000-030, 08-2S-30-1000-000-040  
**Acreage:** 5.48 (+/-) acres  
**Request:** From Commercial (C) to Mixed Use-Urban (MU-U)  
**Agent:** Ken Bowron, Jr., Agent for Douglas Halford  
**Meeting Dates:** Planning Board September 30, 2014  
BCC October 16, 2014

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

The proposed amendment is for three parcels totaling 5.48 (+/-) acres accessed from West Park Place. The subject properties are abutting and adjacent to existing C-2 and ID-2 zoned parcels.

The proposed small scale amendment meets the following conditions in order to be classified as a small scale comprehensive plan amendment:

- a) The parcel is 5.48 (+/-) acres which is under the 10 acres or fewer as stated in 163.3187(a).
- b) This amendment is the second small scale amendment for this calendar year; therefore it will not exceed the maximum of 120 acres in a calendar year, as stated in F.S 163.3187(b).
- c) The proposed amendment is not located within a designated area of critical state concern.

The agent has requested a future land use (FLU) map amendment to change the FLU category of three contiguous parcels totaling 5.48 (+/-) acres from Commercial (C) to Mixed Use-Urban (MU-U). The zoning designation for the referenced parcels is C-2 General Commercial and Light Manufacturing District (cumulative).

The applicant's documents reflect the proposed construction of a multi-family development with a total of 96 units. Supporting facilities within the development will consist of a club house, computer lab and library center, swimming pool, playground and laundry facility.

### **Comprehensive Plan Consistency**

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

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

## I. Land Use Impacts

### FLU 1.5.1 New Development and Redevelopment in Built Areas

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

### Residential Impact

Under Comprehensive Plan Policy 1.3.1, the current Commercial (C) Future Land Use category has a maximum intensity of 1.0 Floor Area Ratio (FAR) and a maximum residential density of 25 dwelling units per acre. It allows for a mix of residential and non-residential uses including retail and services, professional office, light Industrial, recreational facilities, public and civic.

The proposed amendment to Mixed Use-Urban (MU-U) Future Land Use category allows for a Maximum Intensity of 2.0 FAR and a minimum 0.25 FAR intensity for non-residential uses. It allows for a mix of residential and non-residential uses such as residential, retail and services, professional office, light Industrial, recreational facilities and public and civic.

**Staff Analysis:** Land Use impacts appear to be **minimal** as these properties were at one time developed and occupied by other commercial facilities. The proposed project **would be compatible** with the other existing commercial-residential developments and public facilities within the surrounding area. Based on the application, the development **would promote** the mixed-use of the land and implement the compact development policies of the Comprehensive Plan.

## II. Infrastructure Analysis

### FLU 2.1.1 Infrastructure Capacities

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

**FLU 5.1.3** For the purposes of infrastructure analysis, significant public facilities evaluation shall include: sanitary sewer, solid waste, potable water, storm water management, transportation-traffic, and recreation and open space.

#### a. Sanitary Sewer

**INF 1.1.5 Coordination on System Expansions.** Escambia County will coordinate with ECUA and other wastewater service providers on the extensions of sanitary sewer collection lines and the siting or increase in capacity of wastewater treatment facilities to meet future needs.

INF 1.1.6 **Concurrency Management.** Escambia County will ensure the maintenance of LOS standards through the implementation of the County's Concurrency Management System and consistency with the Capital Improvements Element.

**b. Solid Waste Disposal**

INF 1.1.9 **LOS Monitoring.** Escambia County will monitor development to ensure that the LOS standards are maintained concurrent with development, consistent with the Capital Improvements Element.

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.

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

INF 2.1.5 **Concurrency Management.** Escambia County will continuously monitor growth and development to ensure that the LOS standard is maintained concurrent with development, consistent with the Capital Improvements Element.

**c. Potable Water**

INF 4.1.3 **Existing Facility Utilization.** The LDC will contain provisions, regulations, and incentives to encourage new development to utilize existing potable water facilities and systems to serve the needs of the development.

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.

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.

**d. Stormwater Management**

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.

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



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

**INF 3.1.8 Natural Drainage Features.** Existing functioning drainage features will be utilized whenever sufficient capacity is available within such features. Utilization of natural drainage features will be required when such use does not impact sensitive natural resources. The LDC will include land use regulations that require site-specific development plans to protect natural drainage features and incorporate such features into the site planning and development process.

**INF 3.1.9 Untreated Stormwater.** Channeling untreated run-off directly into receiving waters will be prohibited. Thus, no new "direct" discharge of untreated stormwater will be permitted. Note: For the purposes of this plan, adequate vegetative filtration of sheet flow from pervious surfaces may be considered treatment.

**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.

#### **e. Transportation and Traffic standards**

**MOB 1.1.2 On-site Facilities.** All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

**MOB 1.1.7 Access Management.** Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

**MOB 1.2.1 Consistency.** All plans and proposals for development and redevelopment as well as all land use decisions will be reviewed for consistency with the FLUM.

#### **f. Recreation and Open Space**

**REC 1.3.5 Areas within Private Development.** The LDC will clearly articulate the provision of open space and recreation areas within private developments.

**CON 1.8.1 Sustainable Community Development Practices.** The County will encourage sustainable community development practices that conserve energy and water resources. These strategies may include:

- a. Developing incentives for water conservation;
- b. Incorporating Florida Waterwise landscaping to reduce the use of potable water for irrigation of new building sites, including public building sites;
- c. Encouraging development on previously used and under-developed sites where infrastructure already exists;
- d. Encouraging development adjacent to existing developed areas;
- e. Protecting and enhancing natural systems within the County; and
- f. Using surface waters, conservation lands, and environmentally sensitive open space as visual amenities.

**Staff Analysis:** The applicant has made initial contact with ECUA and other local service providers and is aware of the requirements in Escambia County. The applicant understands that once a formal project is submitted to the Development Review Committee (DRC) process, an in-depth analysis with the Comprehensive Plan Policies and the Land Development Code regulations will require standard compliance with stormwater management, traffic and transportation, recreation and open space policies. Based on the application, the project's location **does promote** the efficient use of pre-existing infrastructure and available public facilities and it also **meets the intent** of the sustainable community development practices by proposing development on previously used and under-developed lands.

### III. Resource Management

In compliance with Florida Statutes and local regulations the following will be addressed through state required and local permits: groundwater recharge protection, abandoned wells, and wellhead protection.

#### a. Wellheads

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

#### b. Historically Significant Sites

**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.

#### c. Wetlands

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

**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:

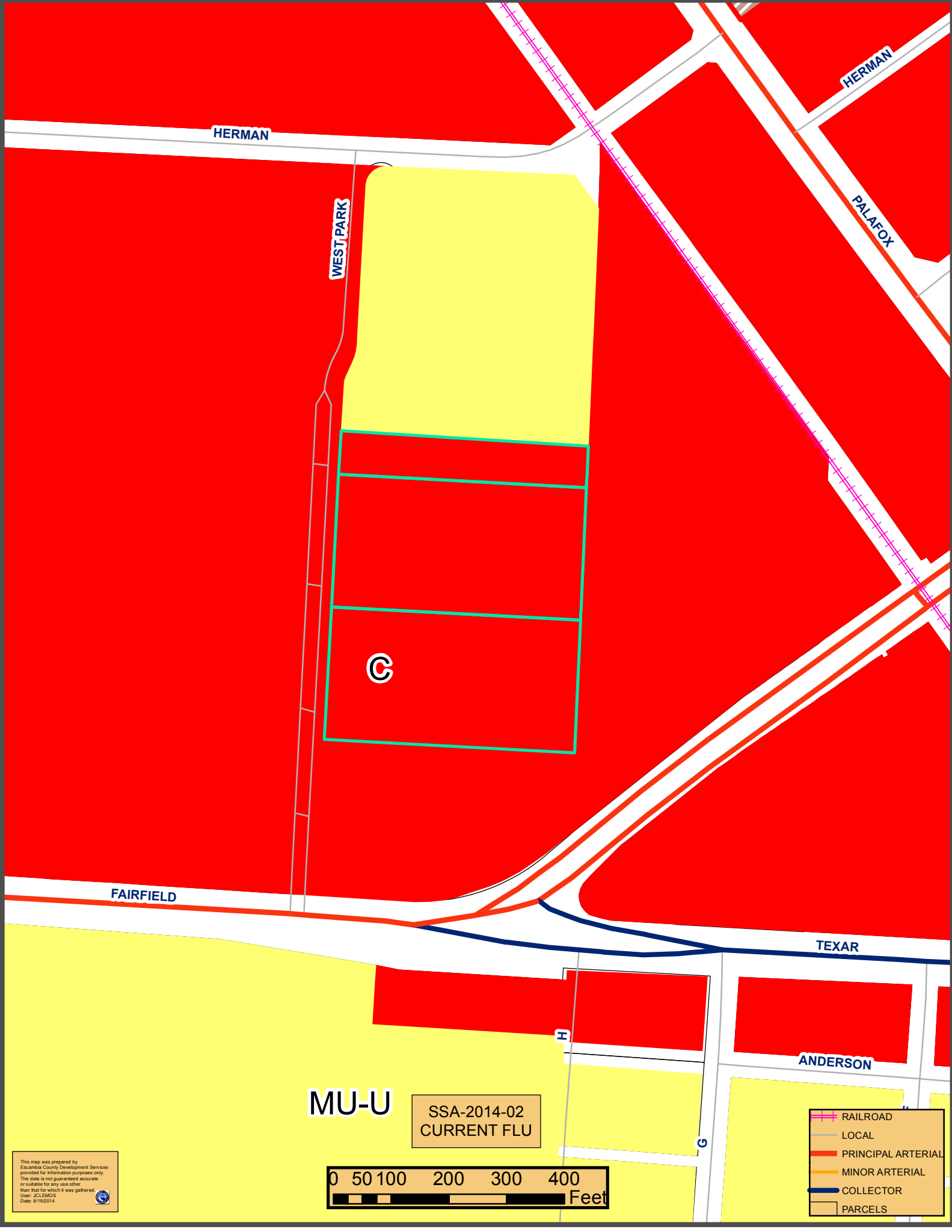
a. With the exception of water-dependent uses, commercial and industrial land uses will not be located in wetlands that have a high degree of hydrological or biological significance, including the following types of wetlands:

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 FFWCC 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 Plan as Exhibits O and P, respectively.

**Staff Analysis:** The applicant will provide a wellhead analysis with the formal DRC project submittal. Electronic record for an archeological evaluation for historically significant sites was submitted with the application. The evaluation was performed by John C. Phillips, M.A. Archaeologist, Research Associate/Instructor, Archaeology Institute, University of West Florida and stated **no significant findings** on-site.

Based on the available National Wetland Inventory maps, there **appears to be no environmentally sensitive lands** on the subject parcels. Any future development shall be reviewed for compliance with the all the federal, state and local regulations prior to the issuance of any site plan approval.



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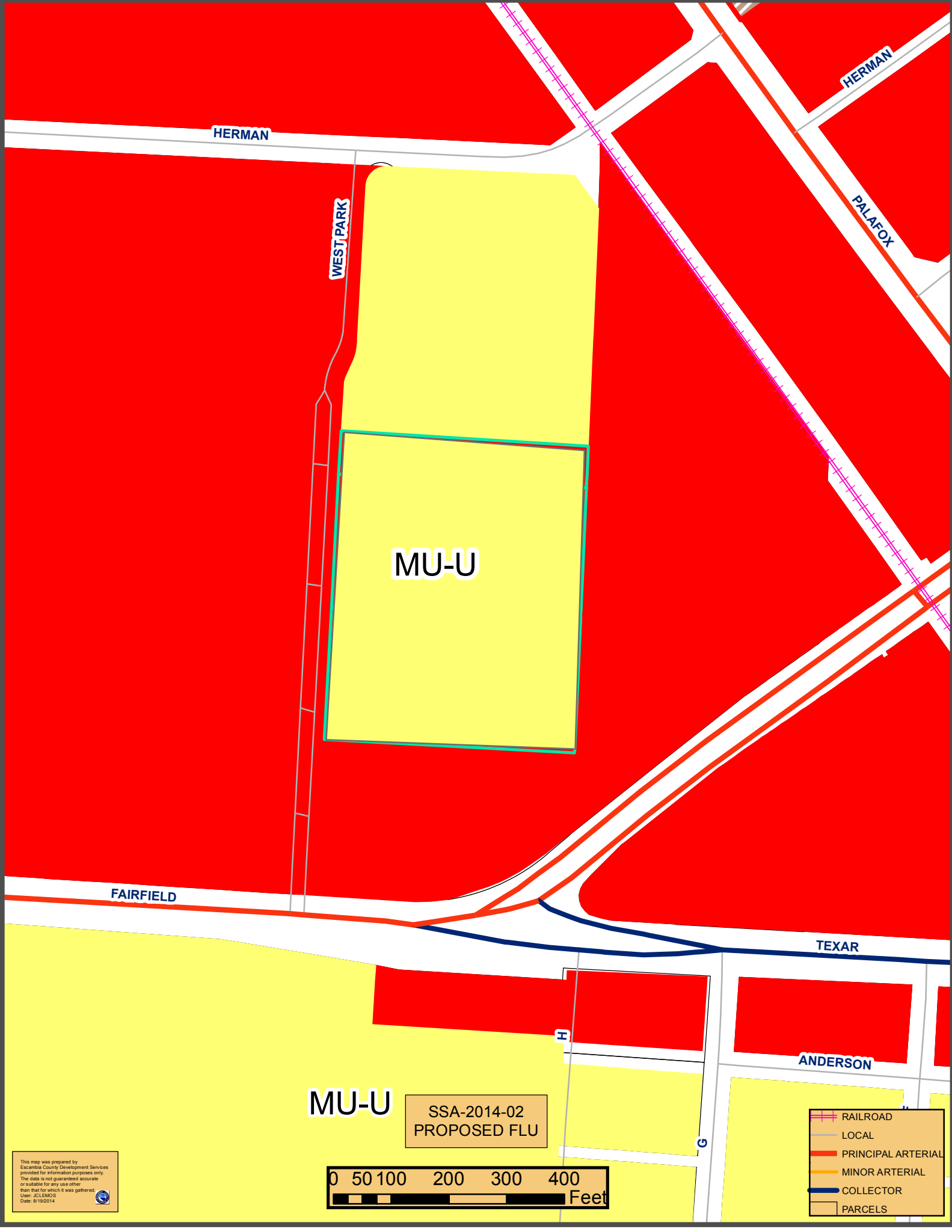
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CURRENT FLU



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

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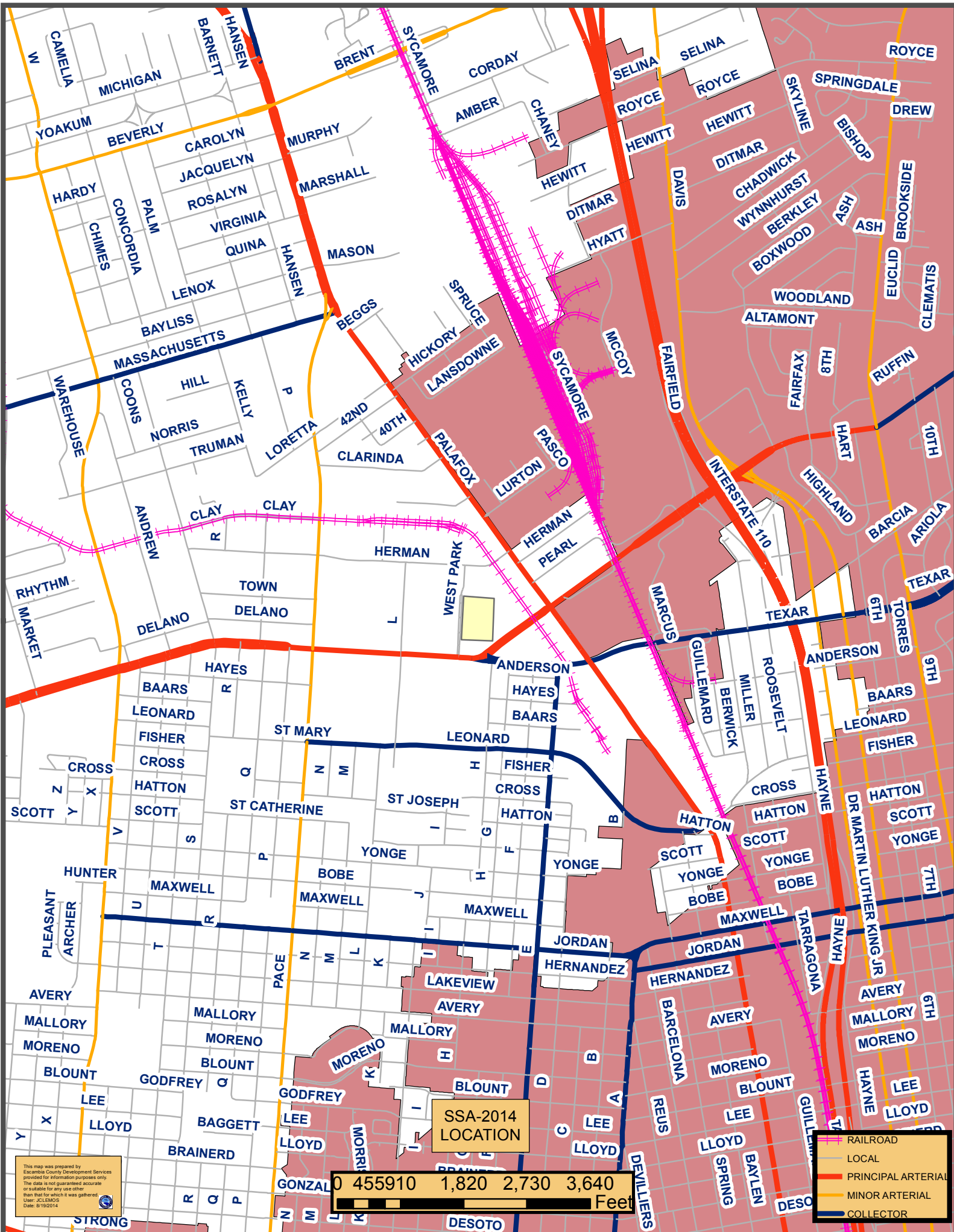
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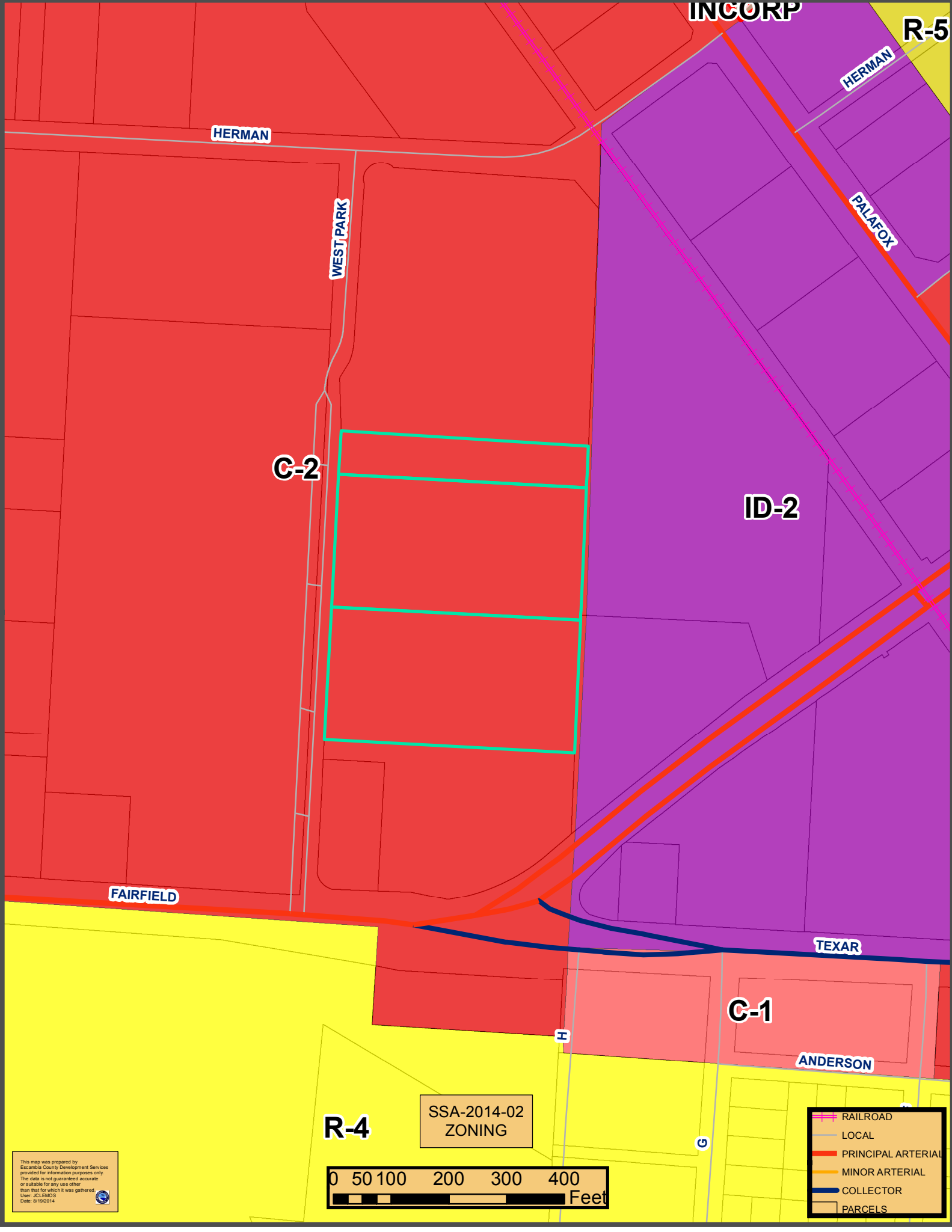
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PROPOSED FLU



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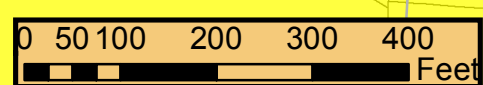
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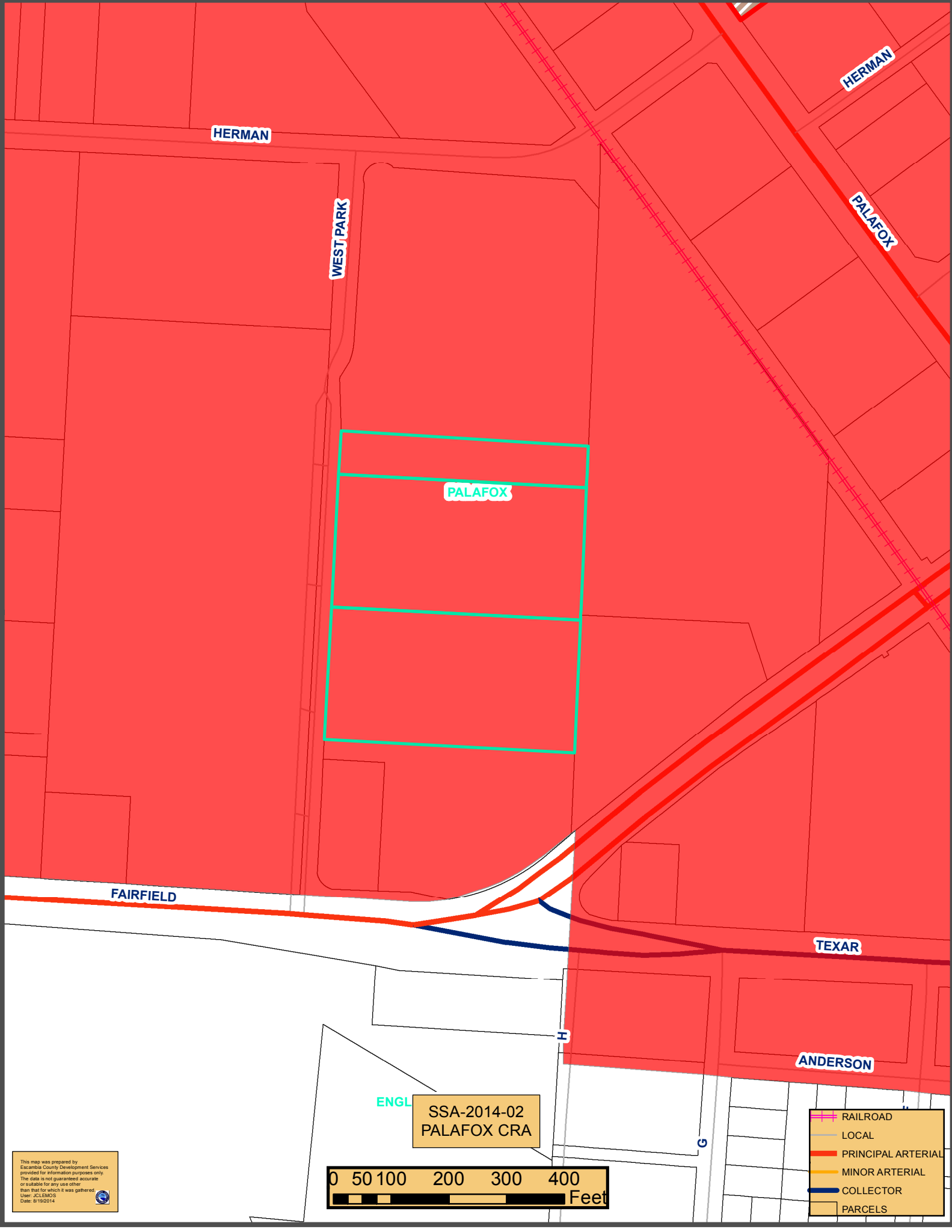
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## BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

**Planning Board-Regular**  
**Meeting Date:** 09/30/2014

**6. A.**

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**Agenda Item:**

Are touch-less boat covers considered an "structure"?

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**Attachments**

BL Interpretation

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## Development Services Department

Escambia County, Florida

### Request for Planning Board Interpretation of a Provision or Section of the Land Development Code

**Per Article 2, Section 2.07.01 of the Land Development Code:** The Planning Board, sitting as the local planning agency (LPA), shall review and interpret any provisions of this Code for the purposes of clarification or determination of meaning and intent if questions should arise regarding the meaning, intent or interpretation of any provision or section. Such interpretation request shall be presented at the next regular planning board meeting if the request is received by the department of growth management staff at least 20 calendar days in advance of said meeting. \*

*\*Note: Although the request is submitted at the next regular Planning Board meeting, the actual interpretation is subject to the Planning Board's direction and may not be available until the following meeting (depending on the nature of the request and the extent of staff research required).*

Please call the office (595-3475) to make an appointment with the Planning Board Coordinator to personally discuss your request, to review the application form with you, to answer any questions you may have, and/or any possible alternatives to the request. This will prevent any unnecessary expenditures in the event that it is determined an interpretation is not needed. Fees cannot be waived and are non-refundable regardless of the interpretation. The requestor must be present at the Planning Board meeting.

**An application is not considered complete until the following information is received along with the submittal fee of \$211.75.** (Checks made payable to Escambia County, MasterCard & Visa are accepted)

#### Applicant Information:

Name: W.R. BUCK LEE Date: 9/2/14  
Address: 1- VIA DELOMA - P.B. - FLA.  
Phone: 932-2257 Other: \_\_\_\_\_ Email: BUCK.Lee@SRJA-FLA.com

#### Provision and/or Section of the Land Development Code to be interpreted:

Article 13-12

#### Reason for the Request: (Give a description of request and include any documentation to support request.) (use additional sheets as necessary)

INTERPRETATION OF BOAT  
COVER  
3 PICTURES

W.A. BUCK 9/2/14  
Applicant Signature Date











