

AGENDA  
ESCAMBIA COUNTY PLANNING BOARD  
QUASI-JUDICIAL HEARING  
October 6, 2015—8:30 a.m.  
Escambia County Central Office Complex  
3363 West Park Place, Room 104

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Proof of Publication and Waive the Reading of the Legal Advertisement.
4. Quasi-judicial Process Explanation.
5. Public Hearings.
  - A. Case #: Z-2015-15  
Applicant: Wiley C. "Buddy" Page, Agent for Steve Tate, Owner  
Address: 329 & 333 Massachusetts Avenue  
Property Size: 2.91 (+/-) acres  
From: HDMU, High Density Mixed-use, (25 du/acre)  
To: HC/LI-NA, Heavy Commercial and Light Industrial district,  
designation prohibiting the subsequent establishment of any bars,  
nightclubs, or adult entertainment uses on the rezoned property.  
(Dwelling unit density limited to vested residential development.)
  - B. Case #: Z-2015-16  
Applicant: Wiley C. "Buddy" Page, Agent for Brigham-Williams / Hunter  
Williams, Owner  
Address: 1700 & 1715 Olive Road  
Property Size: 2.23 (+/-) acres  
From: HDMU, High Density Mixed-use district (25 du/acre)  
To: Com, Commercial district (25 du/acre)

C. Case #: Z-1015-17  
Applicant: Jonathan Green, Agent for Pen Air Federal Credit Union, Owner  
Address: 1495 E Nine Mile Road  
Property Size: 9.56 (+/-) acres  
From: HDMU, High Density Mixed-use district (25 du/acre) and Com, Commercial district (25 du/acre)  
To: Com, Commercial district (25 du/acre)

D. Case #: Z-2015-18  
Applicant: John F. and Mae H. Dean, Owners  
Address: 4850 Mobile Highway  
Property Size: 0.859 (+/- acres)  
From: Com, Commercial district (25 du/acre)  
To: HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. (Dwelling unit density limited to vested residential development.)

6. Adjournment.



Z-2015-15

## Planning Board-Rezoning

5. A.

**Meeting Date:** 10/06/2015

**CASE :** Z-2015-15

**APPLICANT:** Wiley C. "Buddy" Page, Agent for Steve Tate, Owner

**ADDRESS:** 329 & 333 Massachusetts Avenue

**PROPERTY REF. NO.:** 09-2S-30-1300-020-009; 09-2S-30-1300-040-009

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

**DISTRICT:** 3

**OVERLAY DISTRICT:** Palafox Redevelopment

**BCC MEETING DATE:** 11/05/2015

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### SUBMISSION DATA:

#### REQUESTED REZONING:

**FROM:** HDMU, High Density Mixed-use district (25 du/acre)

**TO:** HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. (Dwelling unit density limited to vested residential development.)

#### RELEVANT AUTHORITY:

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

#### APPROVAL CONDITIONS

##### **Criterion a., LDC Sec. 2-7.2(b)(4)**

##### **Consistent with Comprehensive Plan**

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan's provisions.

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

**CPP FLU 1.3.1 Future Land Use Categories.** The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses

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

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

## **FINDINGS**

The proposed amendment to HC/LI-NA is **consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1 because Mixed-Use Urban allows for retail commercial while providing a separation between existing residential uses. As stated in CPP FLU 1.5.3, the parcel will utilize existing roads and infrastructures while maximizing the use of vacant land.

## **Criterion b., LDC Sec. 2-7.2(b)(4)**

### **Consistent with The Land Development Code**

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

## **Sec. 3-2.9 High Density Mixed-use district (HDMU).**

**(a) Purpose.** The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

## **Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).**

**(a) Purpose.** The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are

limited.

**HC/LI-NA designation.** Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

## **FINDINGS**

The proposed amendment is **not consistent** with the intent and purpose of the Land Development Code. Although there are parcels in the surrounding area that have commercial uses, the subject parcel is on a collector roadway, which does not meet the locational criteria in Chapter 3, Section 3-2.11(e). The applicant has submitted a compatibility analysis providing regarding the parcel or use. The subject parcel is within the Palafox redevelopment area. CRA has provided comments.

#### **Criterion c., LDC Sec. 2-7.2(b)(4)**

##### **Compatible with surrounding uses**

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

#### **FINDINGS**

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts Com and HDMU. Along Massachusetts Avenue there are several existing commercial businesses. Rezoning the subject parcel will allow for activities and development that will be able to coexist and avoid undesirable effects on the neighboring properties and residential uses. Any development on the parcel will go through the Site Plan Review process to ensure all buffering standards and other county land development regulations are followed.

#### **Criterion d., LDC Sec. 2-7.2(b)(4)**

##### **Changed conditions**

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

#### **FINDINGS**

Staff found a rezoning case Z-2001-44 that was approved from R-6 to C-1, and a conditional use, CU-2011-12, was granted on a parcel across Massachusetts Avenue. In 2008 a Development Order was issued for a commercial project on the westerly portion of the subject parcel in combination with the property to the west. These changes **would not impact** the amendment or property(s).

#### **Criterion e., LDC Sec. 2-7.2(b)(4)**

##### **Development patterns**

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

#### **FINDINGS**

The proposed amendment **would** result in a logical and orderly development pattern. Massachusetts Avenue functions as a commercial corridor between two arterial roadways, "W" Street and Palafox/Pace Boulevard. The location is in an area where already established non-residential uses are consistent with HC/LI, and the requested rezoning would constitute infill development of similar intensity as the conforming development on surrounding parcels.

#### **Criterion f., LDC Sec. 2-7.2(b)(4)**

**Effect on natural environment**

Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

**FINDINGS**

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

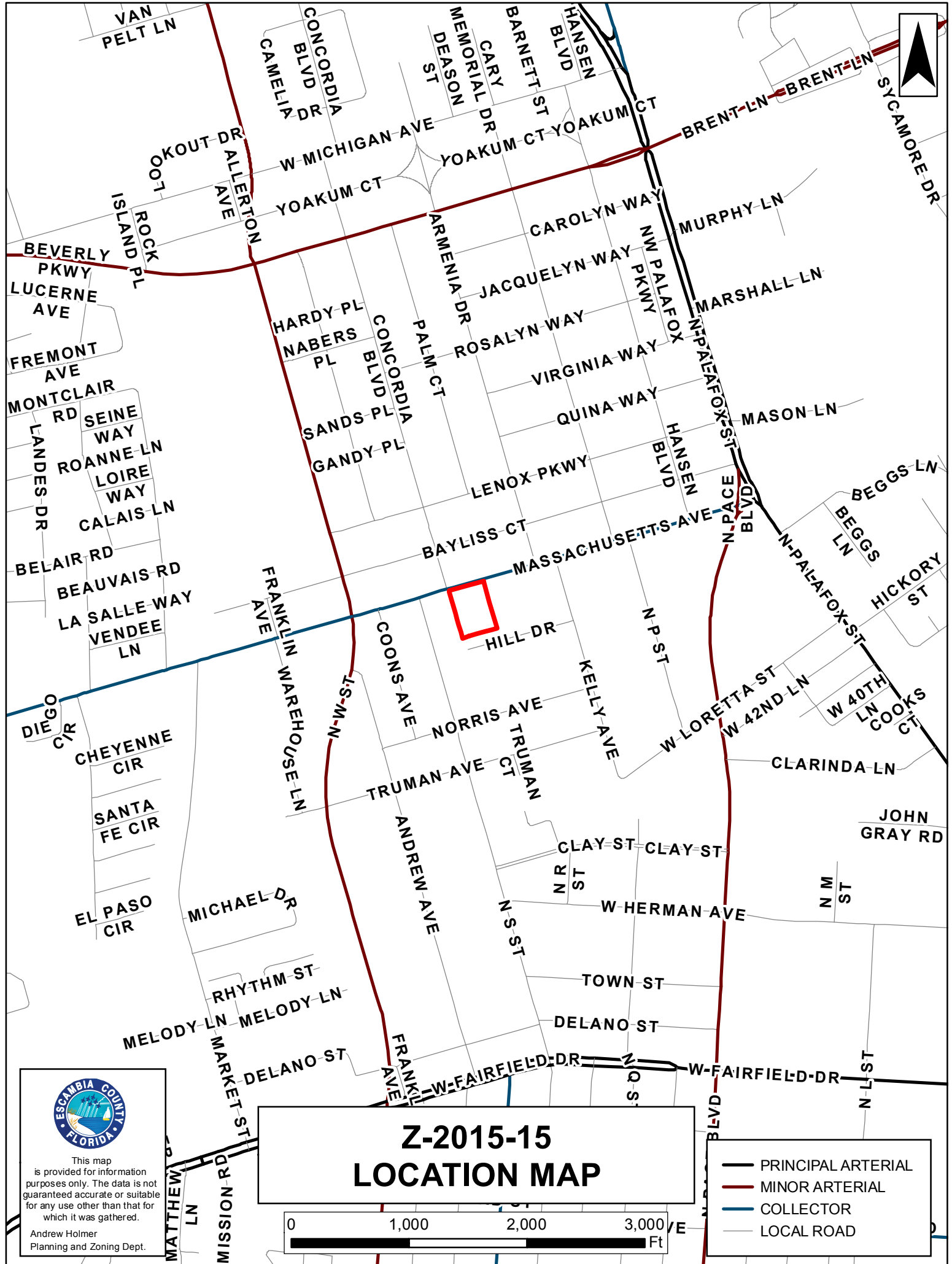
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**Attachments**

Z-2015-15

CRA Comments

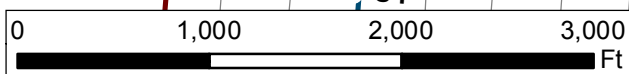
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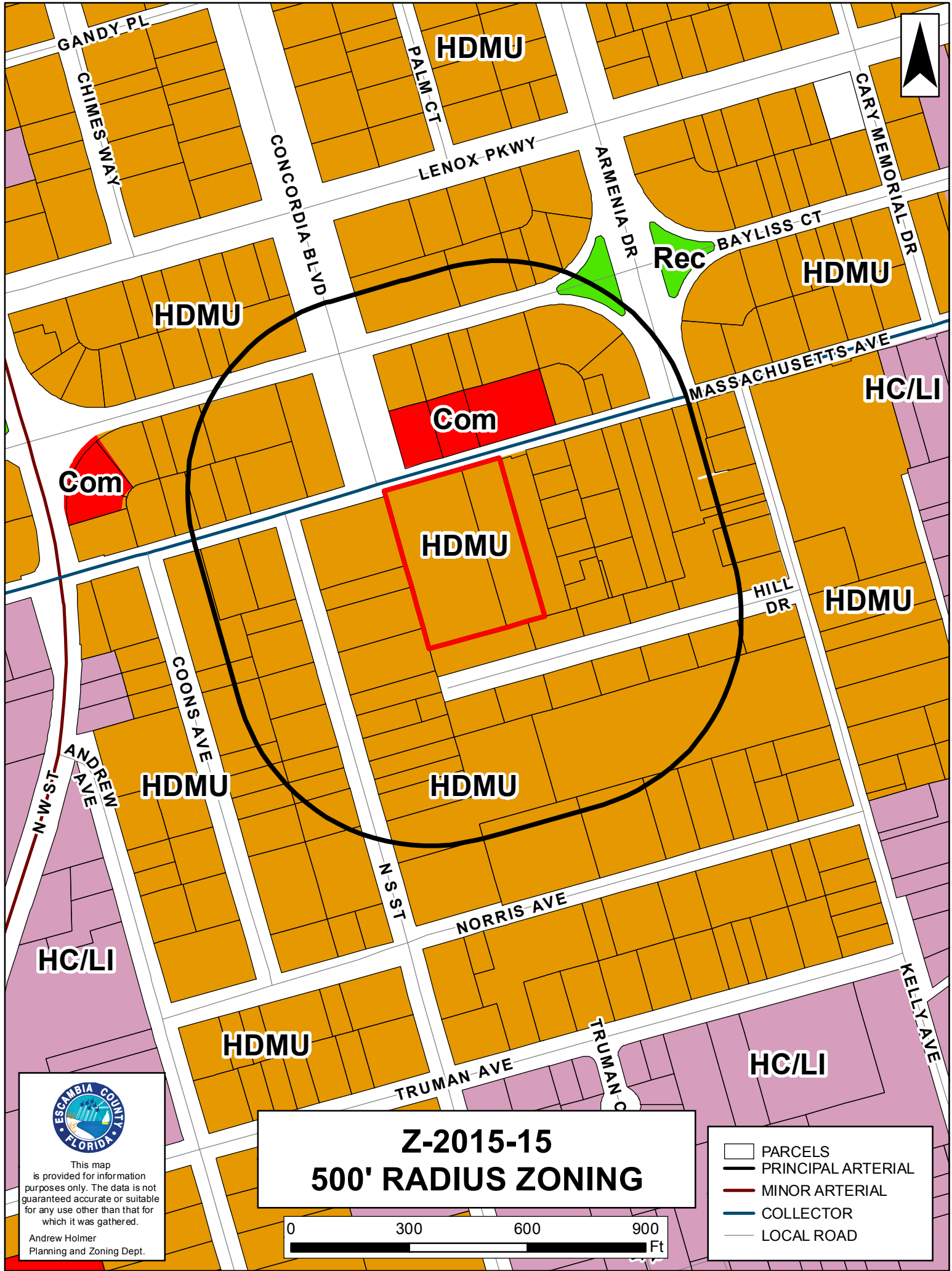
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

# Z-2015-15 LOCATION MAP



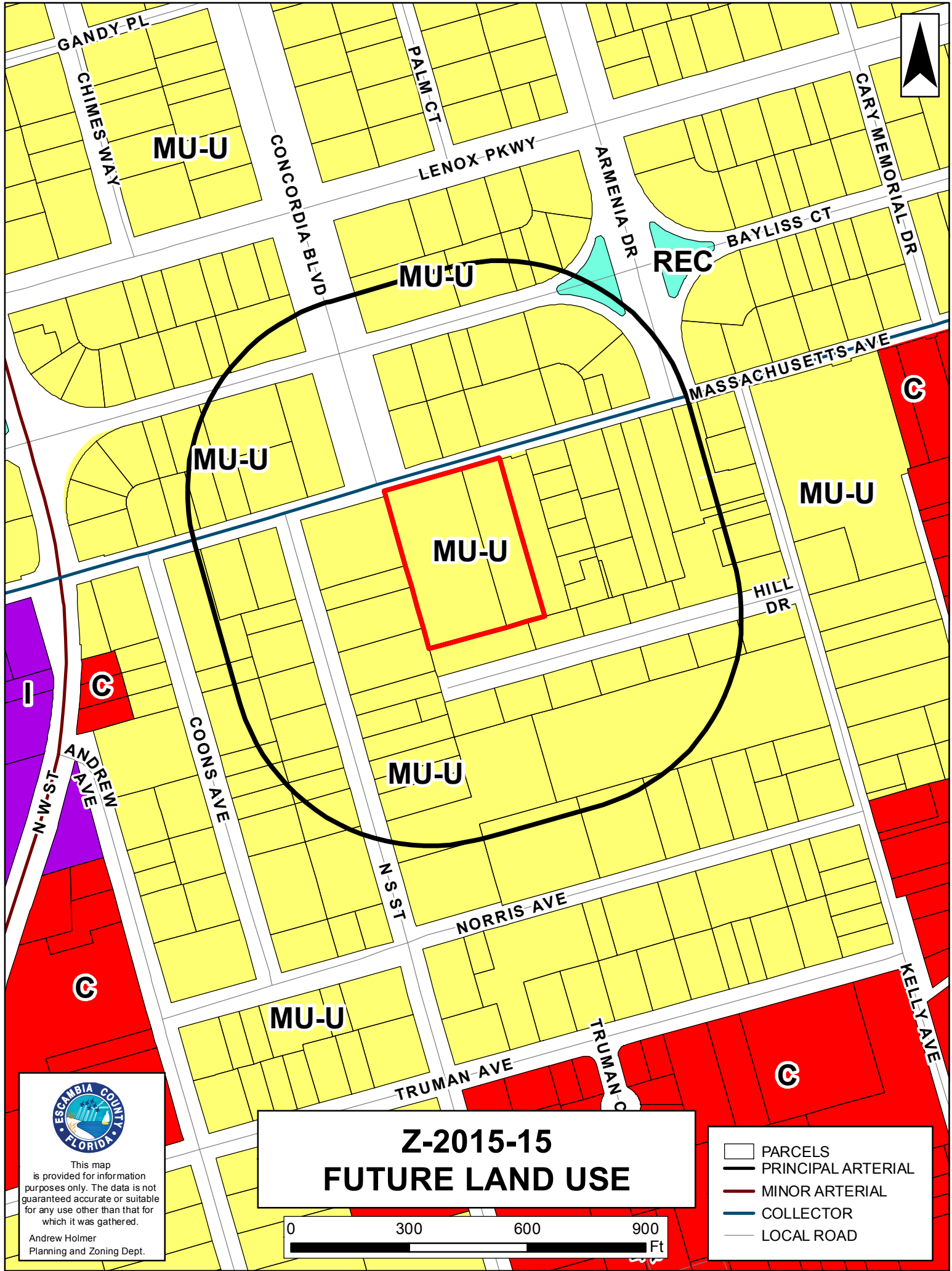
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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

Andrew Holmer  
Planning and Zoning Dept.





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Andrew Holmer  
Planning and Zoning Dept.

LENOX PKWY



ARMENIA DR

BAYLISS CT

CONCORDIA  
BLVD

MASSACHUSETTS AVE

KELLY AVE

COONS AVE

N S ST

HILL  
DR

COUNTY POND

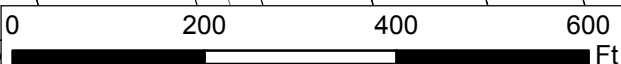
NORRIS AVE



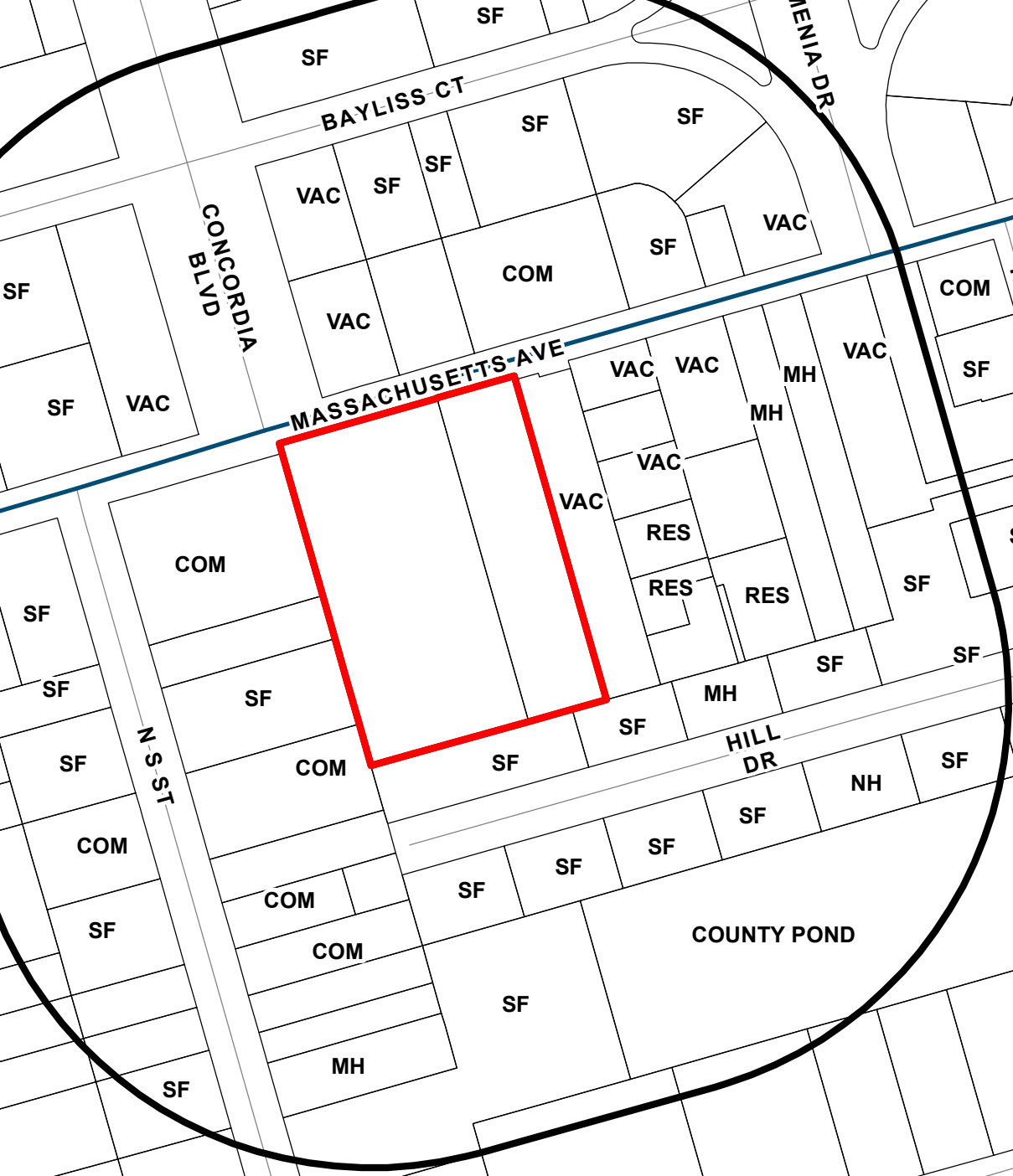
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

# Z-2015-15 EXISTING LAND USE



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







CONCORDIA BLVD

MASSACHUSETTS AVE

HILL DR

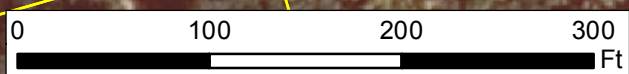
N S ST



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

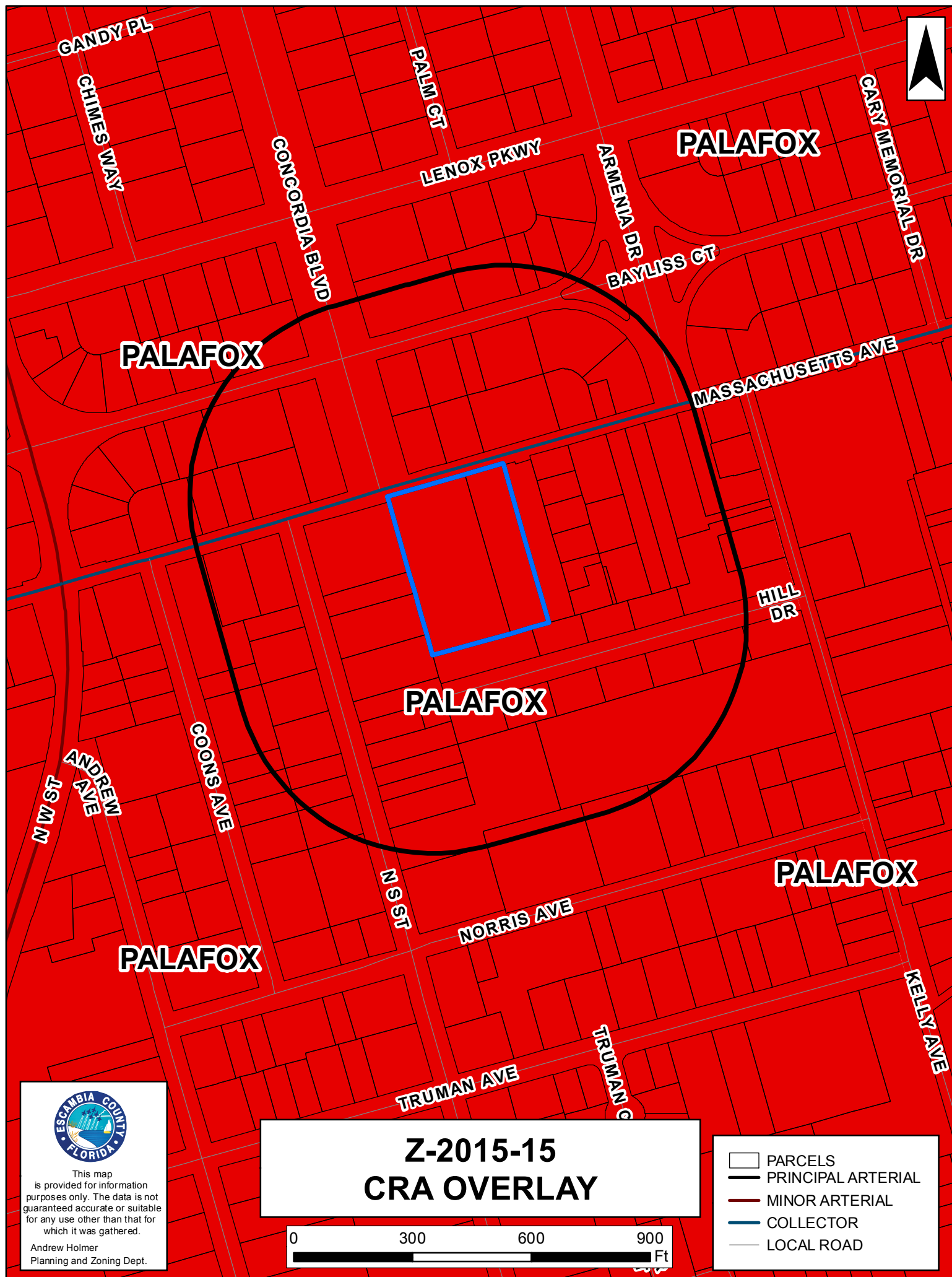
Andrew Holmer  
Planning and Zoning Dept.

# Z-2015-15 AERIAL MAP



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







Public Notice Sign





**Looking into subject property along Massachusetts Avenue**





**Looking across from subject property; corner of Concordia and Massachusetts**







**Looking across from subject property; corner of Concordia and Massachusetts**





**Looking Northeast across from subject property**





**Looking East from subject property along Massachusetts Avenue**





**Looking West from subject property along Massachusetts Avenue**





Wiley C. "Buddy" Page, MPA, APA  
Professional Growth Management Services, LLC  
5337 Hamilton Lane  
Pace, Florida 32571  
Cell 850.232.9853 budpage1@att.net

July 27, 2015  
VIA HAND DELIVERY

Mr. Horace Jones, Director  
Planning & Zoning Department  
3363 West Park Place  
Pensacola, Florida 32505

**RE: Rezoning Request**  
**333 Massachusetts Avenue**  
**Parcel 09-2S-30-1300-020-009 &**  
**09-2S-30-1300-040-009**

Dear Mr. Jones:

Please find our application attached requesting Planning Board consideration to change the referenced properties from HD/MU to HC/LI. Included with the application is a compatibility analysis, survey, and the required application fee.

Please contact me if you have any questions or require any further information. Thank you.

Very best regards,

  
Buddy Page



# Development Services Department

Escambia County, Florida

## APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for:

☐ Variance Request for:

☒ Rezoning Request from: R-6 to: C-2NA

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

Owner(s) Name: Steve Tate Phone: \_\_\_\_\_

Address: 2339 Truman Avenue Pensacola 32505 Email: \_\_\_\_\_

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

Property Address: 329 & 333 Massachusettes Ave. Pensacola, Florida 32505

Property Reference Number(s)/Legal Description: 09-2S-30-1300-020-009 & 09-2S-30-1300-040-009

By my signature, I hereby certify that:

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

Signature of Owner/Agent

Steve Tate

Printed Name Owner/Agent

6 May 15

Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 20 15, by Steve Tate.

Personally Known ☒ OR Produced Identification ☐ . Type of Identification Produced:

Signature of Notary

(notary seal must be affixed)

Scott Perkins  
Printed Name of Notary



**SCOTT PERKINS**

MY COMMISSION #FF031078

EXPIRES June 25, 2017

FloridaNotaryService.com

FOR OFFICE USE ONLY

CASE NUMBER: 2-2015-15

Meeting Date(s): PB 10/6 BCC 11/5 Accepted/Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

Fees Paid: \$ \_\_\_\_\_ Receipt #: \_\_\_\_\_ Permit #: \_\_\_\_\_





**Development Services Department**  
Escambia County, Florida

FOR OFFICE USE

CASE #:

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

**For Rezoning Requests Only**

Property Reference Number(s) 9-2S-30-1300-020-009 & 9-2S-30-1300-040-009

Property Address: 329 & 333 Massachusetts Ave. Pensacola, Florida 32505

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 6<sup>th</sup> DAY OF May, YEAR OF 2015.

Signature of Property Owner

Steve Tate

Printed Name of Property Owner

Date

6 May 15

Signature of Property Owner

Printed Name of Property Owner

Date



**Development Services Department**  
Escambia County, Florida

FOR OFFICE USE:

CASE #: \_\_\_\_\_

**AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY**

As owner of the property located at 329 & 333 Massachusetts Avenue  
Florida, property reference number(s) 09-2S-30-1300-020-009 & 09-2S-30-1300-040-009

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

☒ Planning Board and the Board of County Commissioners to request a rezoning on the above  
referenced property.

☐ Board of Adjustment to request a(n) \_\_\_\_\_ on the above referenced property.

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

Agent Name: Wiley C. "Buddy" Page Email: budpage1@att.net

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

Signature of Property Owner

Stephen Tate  
Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May 20 15  
by Steve Tate

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: \_\_\_\_\_

Signature of Notary

Scott Perkins  
Printed Name of Notary

(Notary Seal)



**SCOTT PERKINS**  
MY COMMISSION #FF031078  
EXPIRES June 25, 2017  
FloridaNotaryService.com





## Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2015-15

## AFFIDAVIT OF ACKNOWLEDGEMENT

As applicant for rezoning of the property located at 329 / 333 Narrahusetts Ave  
\_\_\_\_\_, Florida, property reference number(s) 0925301300 020009

\_\_\_\_\_ I affirm this to be a voluntary request and hereby acknowledge if this parcel is designated HC/LI-NA, then notwithstanding any other provision of LDC Chapter 3 Sec. 3-2.11, bars, nightclubs, and adult entertainment uses shall be prohibited uses for this parcel.

Applicant Name: WILEY C. PAGE Email: budpage1@att.net  
Address: 329 1333 Massachusetts Phone: \_\_\_\_\_

  
Signature of Applicant

WILEY C. PAGE  
Printed Name of Applicant

8/20/15  
Date

Signature of Property Owner

Printed Name of Property Owner

Date \_\_\_\_\_

STATE OF Florida COUNTY OF Escambia

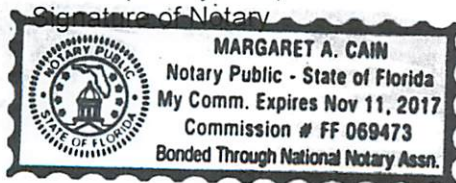
The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August 2015,  
by \_\_\_\_\_.

Personally Known ☐ Or Produced Identification ☐. Type of Identification Produced: \_\_\_\_\_

Margaret A Cain  
(Notary Seal)

Margaret A. Cain

Printed Name of Notary





## **Compatibility Analysis**

329 & 333 Massachusetts Avenue  
Parcel No. 09-2S-30-1300-020-009 & 09-2S-30-1300-040-009

As shown on the attached location map, this site is located just east of the "W" Street intersection on the south side of Massachusetts Avenue. The site measures some 2.91 acres and is zoned HD/MU with a Future Land Use classification of MU-U. The applicant seeks to change the zoning to HC/LI-NA to allow construction of a storage warehouse and office space.

The site is located in the 300 block of Massachusetts Avenue which is classified as a Collector street on the Escambia County Functional Roadway Classification Map. It terminates at its westerly end at Mobile Highway and on its easterly end at Pace Boulevard / Hwy 29. Traffic counts exceed 1,500 vehicles per day.

The area surrounding the site is largely zoned HD/MU with property directly across Massachusetts Avenue from the site zoned Commercial. Existing uses within this Commercial category include an automobile parts/repair/modifications compound at 308 Massachusetts Avenue. East and adjacent to these Commercially classified lots is a glass repair/installation/warehouse operation at 318 Massachusetts (Winchester Glass Co.) Avenue that is incorrectly classified as HD/MU. According to field observations and the Property Appraisers data, this entire block fronting the site is Commercial in use and classification.

Johnson Pool Company at 401 Massachusetts Avenue is adjacent and west of the site. According to advertisements (see attached) the company provides general contracting for constructing new swimming pools together with motor/pump/equipment repairs and other maintenance services which are provided on site. Warehouse facilities and covered outside storage is located at the rear of this location. The east end of the block is comprised of a convenience store and three lots designated as commercial by the county Property Appraisers office.

These uses cited above are established developments within the neighborhood, all front on a collector roadway and are similar to the proposed use and intensity. The proposed change and use, while it would constitute infill, would promote compact development and not promote ribbon or strip commercial development.

## **Compatibility Study for 333 Massachusetts Avenue**

This study is required by the adopted Escambia County Land Development Code to show compatibility. The following portion from the LDC is being utilized:

### **LDC 3-2.11(e)2e**

*Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.*

The site is located on a block face measuring some 1,140 feet between North "S" Street on the west end and Kelly Avenue on the east end. It is comprised of 11 lots facing Massachusetts Avenue.

The western most lot is occupied by a swimming pool contractor. Moving east, the next two lots is the location of the proposed warehouse facility, previously containing two dilapidated structures and some outside storage. The buildings have since been razed and removed. The eastern most three lots on this block contain an operating convenience store and two vacant commercial buildings. Measuring commercial uses on this block from totals 571 feet which is greater than 50% of the total block front measurement of 1,041 feet.

$$1,071 \times 50\% = 535.5 \text{ feet}$$

The lots of the proposed development have frontage on Massachusetts Avenue totaling some 300 feet. When added to the above, non residential use on the block totals some 871 of the 1,041 feet or approximately 83% of the block.

These numbers are used to determine the intensity of non-residential uses prevalent in the subject area.

County records identify six lots comprising the block directly across from site between Concordia Boulevard on the west end and Armenia Drive on the east end. All six of these lots are either currently zoned or used for Commercial activities. Again, this existing mixture of non-residential uses are commonplace in the neighborhood.

The proposed warehouse will be infill and consistent with the existing mixture of land uses in the neighborhood while not promoting strip development fashion patterns.



## Detail by Entity Name

### Florida Profit Corporation

WHITE SANDS ELECTRIC, INC.

### Filing Information

Document Number	P98000024459
FEI/EIN Number	59-3501077
Date Filed	03/16/1998
State	FL
Status	ACTIVE

### Principal Address

2339 TRUMAN AVE  
PENSACOLA, FL 32505 ES

Changed: 03/03/2011

### Mailing Address

2339 TRUMAN AVE  
PENSACOLA, FL 32505 ES

Changed: 03/03/2011

### Registered Agent Name & Address

TATE, STEPHEN C  
7306 WHITING ACRES LANE  
MILTON, FL 32570

Address Changed: 02/02/2005

### Officer/Director Detail

#### **Name & Address**

Title President

TATE, STEPHEN C  
2339 TRUMAN AVE  
PENSACOLA 32505 ES

Title VP

TATE, DONNA  
2339 TRUMAN AVE

## Annual Reports

Report Year	Filed Date
2013	01/28/2013
2014	01/17/2014
2015	01/26/2015

## Document Images

<a href="#">01/26/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/17/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/28/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/06/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/03/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/08/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/25/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/26/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/23/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/06/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/16/1998 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>

LF205-04  
R205-04

## GENERAL POWER OF ATTORNEY

(With Durable Provision)

**NOTICE: THIS IS AN IMPORTANT DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS. THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. YOU MAY SPECIFY THAT THESE POWERS WILL EXIST EVEN AFTER YOU BECOME DISABLED, INCAPACITATED OR INCOMPETENT. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.**

TO ALL PERSONS, be it known that I, Alberta Tolbert  
of 19323 Nestor Ave Carson Ca 90746  
the undersigned Grantor, do hereby make and grant a general power of attorney to  
of Samuel L. Hulley  
and do thereupon constitute and appoint said individual as my attorney-in-fact/agent.

My attorney-in-fact/agent shall act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters, to the extent that I am permitted by law to act through an agent:

(NOTICE: The grantor must write his or her initials in the corresponding blank space of a box below with respect to each of the subdivisions (A) through (O) below for which the Grantor wants to give the agent authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision. Cross out each power withheld.)

- |                 |   |
|-----------------|---|
| [ <u>A.L.</u> ] | (A) Real estate transactions  |
| [     ]         | (B) Tangible personal property transactions   |
| [     ]         | (C) Bond, share and commodity transactions  |
| [     ]         | (D) <del>Banking transactions</del>   |
| [     ]         | (E) Business operating transactions   |
| [     ]         | (F) Insurance transactions  |
| [     ]         | (G) Gifts to charities and individuals other than Attorney-in-Fact/Agent                        |
|                 | (If trust distributions are involved or tax consequences are anticipated, consult an attorney.) |

- (H) Claims and litigation  
 (I) Personal relationships and affairs  
 (J) Benefits from military service  
 (K) Records, reports and statements  
 (L) Full and unqualified authority to my attorney-in-fact/agent to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact/agent shall select  
 (M) Access to safe deposit box(es)  
 (N) To authorize medical and surgical procedures (Pennsylvania only)  
 (O) All other matters

**Durable Provision:**

- (F) If the blank space in the block to the left is initialed by the Grantor, this power of attorney shall not be affected by the subsequent disability or incompetence of the Grantor.

**Other Terms:**

[AT]

PROVIDE SOURCE TO SELL LAND, IN FL.  
 AND ALL THIS IS INCURRED.

My attorney-in-fact/agent hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all acts so undertaken.  
 TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 31st day of October, 2013.

Signed in the presence of:

\_\_\_\_\_  
 Witness

Alberta Tubert  
 Grantor

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Attorney-in-Fact/Agent

State of California County of Los Angeles  
 On OCT 31, 2013 before me, Ardis Jackson Jr. a notary public appeared

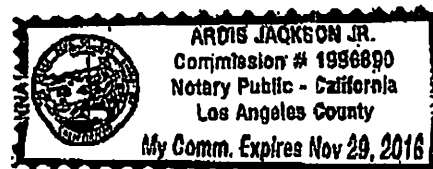
ALBERTA TUBERT  
 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Ardis Jackson Jr.



Counter Offer # \_\_\_\_\_

samuel gulley

and Steve Pres White Sands Electric INC

agree that the initial offer, executed by the party making the offer and dated 04/17/2015, for the sale and purchase of the real property described as follows:

329 massachusetts ave, pensacola

as amended only by this counter offer, executed by all parties, is accepted and shall constitute the full and entire contract. **This counter offer does not include terms and conditions of any other counter offer unless restated herein.** All terms and conditions of the initial offer remain the same except the following:

- ☒ Purchase Price is changed to \$40,000
- ☒ Closing Date is changed to 08/28/2015
- ☐ The following items are included in the purchase:

☐ The following items are excluded from the purchase:

**Other**

Line Number	Counter Offer Term
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%
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93	100%
94	100%
95	100%
96	100%
97	100%
98	100%
99	100%
100	100%

1 closing to be 120 days to allow for rezoning to c-2 to be placed on court docit which is set for june/july

If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before \_\_\_\_\_ (within 2 days after the counter offer is delivered if left blank), this counter offer shall be deemed withdrawn and the deposit(s), if any, shall be returned to Buyer. **This is intended to be a legally binding contract.**

Buyer: Steve Tate pres White Sands Electric INC

dotloop verified  
04/22/15 3:25PM EDT  
VUV2-4AEB-S1R6-GRNN

**Buyer:**

**Seller:** samuel gully

dotloop verified  
04/22/15 9:02AM  
EDT

**Seller:**



# Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®



## PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: Samuel Gulley, POA of DC and Alberta Tolbert ("Seller")  
and White Sands Electric INC or assigns ("Buyer")

agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 329 MASSACHUSETTES AVE E, PENSACOLA, FL 32505

Legal Description: 09-2S-30-1300-040-009

7\*  
8\*  
9\*  
10\*  
11\*

12\* including all improvements and the following additional property:

13\*  
14\*

## PRICE AND FINANCING

2. PURCHASE PRICE: \$34,000 payable by **Buyer** in U.S. funds as follows:

17\* (a) \$1,000 Deposit received (checks are subject to clearance) on upon acceptance by  
18\* [Redacted] for delivery to Liberis Law Firm ("Escrow Agent")  
19\* [Redacted] Name of Company

20\* (Address of Escrow Agent) \_\_\_\_\_  
21\* (Phone # of Escrow Agent) \_\_\_\_\_

22\* (b) \$ \_\_\_\_\_ Additional deposit to be delivered to Escrow Agent by \_\_\_\_\_  
23\* or \_\_\_\_\_ days from Effective Date (10 days if left blank).

24\* (c) \_\_\_\_\_ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

25\* (d) \$ \_\_\_\_\_ Other: \_\_\_\_\_

26\* (e) \$33,000 Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds  
27\* paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

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

34\* 3. CASH/FINANCING: (Check as applicable) ☒ (a) **Buyer** will pay cash for the Property with no financing contingency.  
35\* ☐ (b) This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the  
36\* "Financing") within \_\_\_\_\_ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever  
37\* occurs first) (the "Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_ days from Effective Date (5 days if left blank)  
38\* and will timely provide any and all credit, employment, financial and other information required by the lender. If **Buyer**, after  
39\* using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract  
40\* and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

41\* ☐ (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_ or  
42\* \_\_\_\_\_ % of the purchase price at the prevailing interest rate and loan costs based on **Buyer's** creditworthiness. **Buyer** will  
43\* keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage  
44\* broker to disclose all such information to **Seller** and Broker.

45\* ☐ (2) **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the  
46\* amount of \$ \_\_\_\_\_ bearing annual interest at \_\_\_\_\_ % and payable as follows: \_\_\_\_\_  
47\* \_\_\_\_\_

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

50\* **Buyer** [Signature] and **Seller** [Signature] acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.

option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to \_\_\_\_\_

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds \_\_\_\_\_% or the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

#### CLOSING

**4. CLOSING DATE; OCCUPANCY:** This Contract will be closed and the deed and possession delivered on 07/10/2015 ("Closing Date"). Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

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

**(a) Seller Costs:**

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

Other: \_\_\_\_\_

**(b) Buyer Costs:**

Taxes and recording fees on notes and mortgages  
Recording fees on the deed and financing statements  
Loan expenses  
Lender's title policy at the simultaneous issue rate  
Inspections  
Survey and sketch  
Insurance

Other: \_\_\_\_\_

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

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

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

**(d) Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER 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 FURTHER INFORMATION.**

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

**Buyer** 04/16/15 and **Seller** 04/27/15 acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and **Buyer** will pay all other amounts. If special assessments may be paid in installments ☐ **Buyer** ☐ **Seller** (if left blank, **Buyer**) shall pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

**(f) Tax Withholding:** If **Seller** is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires **Buyer** to withhold 10% of the amount realized by the **Seller** on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) **Seller** provides **Buyer** with an affidavit that **Seller** is not a "foreign person", (2) **Seller** provides **Buyer** with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, **Buyer** is an individual who purchases the Property to use as a residence, and **Buyer** or a member of **Buyer's** family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires **Buyer** and **Seller** to have a U.S. federal taxpayer identification number ("TIN"). **Buyer** and **Seller** agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If **Seller** applies for a withholding certificate but the application is still pending as of closing, **Buyer** will place the 10% tax in escrow at **Seller's** expense to be disbursed in accordance with the final determination of the IRS, provided **Seller** so requests and gives **Buyer** notice of the pending application in accordance with Section 1445. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement. **Buyer** will timely disburse the funds to the IRS and provide **Seller** with copies of the tax forms and receipts.

**(g) 1031 Exchange:** If either **Seller** or **Buyer** wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

#### PROPERTY CONDITION

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

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

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

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

☒ **(1) Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for

C-2 use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

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

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

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

**Buyer** ☒ and **Seller** ☒ acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

**(d) Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

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

#### TITLE

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

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

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

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

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

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

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

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

#### MISCELLANEOUS

#### 9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

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

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

**Buyer** 04/16/15 and **Seller** 04/27/15 acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

**(c) Force Majeure:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's deposit shall be refunded.

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

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

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

#### DEFAULT AND DISPUTE RESOLUTION

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

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

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

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

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

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

ESCROW AGENT AND BROKER

**15. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

**16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

**17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

CLAUDIA MAGILKE

Selling Sales Associate/License No. \_\_\_\_\_

CLAUDIA MAGILKE

Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) \_\_\_\_\_

KELLER WILLIAMS

Listing Sales Associate/License No. \_\_\_\_\_

KELLER WILLIAMS

Listing Firm/Brokerage fee: (\$ or % of Purchase Price) \_\_\_\_\_

ADDITIONAL TERMS

**18. ADDITIONAL TERMS:**

It is the Buyers intention to Purchase 329 & 333 Massachusetts . concurrently. Each contract is contingent on the other meeting the buyer's due diligence requirements and they shall both close concurrently.

Buyer dot and Seller dy acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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

377 OFFER AND ACCEPTANCE

378\* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)  
379 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a  
380\* copy delivered to Buyer no later than 6 ☐ a.m. ☒ p.m. on 04/10/2015, this offer will be  
381 revoked and Buyer's deposit refunded subject to clearance of funds.

382 COUNTER OFFER/ REJECTION

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

386\* Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
387\* Print name: white sands electric INC

388\* Date: \_\_\_\_\_ Buyer: Steve Tate Pres White Sands Electric INC  
389\* Phone: \_\_\_\_\_ Print name: \_\_\_\_\_  
390\* Fax: \_\_\_\_\_ Address: \_\_\_\_\_  
391\* E-mail: \_\_\_\_\_

dotloop verified  
04/16/15 4:40PM EDT  
2HBM-PN4B-DJR5-7SYS

392\* Date: \_\_\_\_\_ Seller: Samuel Gulley  
393\* Print name: samuel gulley

dotloop verified  
04/27/15 4:15PM EDT  
7TUM-HQ8D-2REW-6COP

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

398\* Effective Date: \_\_\_\_\_ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

399\* Buyer 04/16/15 and Seller 04/27/15 acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

04/16/15  
4:40PM EDT

04/27/15  
4:15PM EDT

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**Addendum to Contract**  
FLORIDA ASSOCIATION OF REALTORS

Addendum No. 1 to the Contract dated 04/17/2015 between  
Alberta + DC Tolbert (POA to Samuel Gulley) (Seller)  
and White Sands Electric INC (Buyer)

concerning the property described as:

329 massachusetts, pensacola, FL 32505 (329 Massachusetts)

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

The feasibility period in (c) (1) to be extended to 11/30 in order to pursue the zoning change  
The closing date to be changed to 12/30

Active Power of Attorney set forth  
for Samuel Gulley acting on behalf  
of DC + Alberta Tolbert

Date: \_\_\_\_\_

Buyer: Steve Tate pres White Sands Electric INC

dotloop verified  
09/16/15 11:54AM  
EDT  
LOXE-EFJB-L7FG-QF7Z

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: 9/14/15

Seller: Samuel Gulley

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

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# Vacant Land Contract



1. **Sale and Purchase:** Frederick Weatherspoon ("Seller")  
 and White Sands Electric INC or assigns ("Buyer")  
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
 described as:

Address: 333 Massachusetts, Pensacola, FL 32505

Legal Description: 09-2S-30-1300-020-009

W 200 FT OF LTS 9 10 S/D PLAT DB 3 483 OR 6329 P 755

SEC        / TWP        / RNG        of Escambia County, Florida. Real Property ID No.:                       
 including all improvements existing on the Property and the following additional property:                     

2. **Purchase Price:** (U.S. currency) ..... \$66,000

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Liberis Law Firm

Escrow Agent's Contact Person:                     

Escrow Agent's Address:                     

Escrow Agent's Phone:                     

Escrow Agent's Email:                     

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☒ accompanies offer

☐ will be delivered to Escrow Agent within        days (3 days if left blank)

after Effective Date ..... \$1,000

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within        days (10 days if left blank) after Effective Date

☐ within        days (3 days if left blank) after expiration of Feasibility Study Period ..... \$                     

(c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage) ..... \$                     

(d) Other:                      ..... \$                     

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds ..... \$65000

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The

unit used to determine the purchase price is ☐ lot ☒ acre ☐ square foot ☐ other (specify):                     

prorating areas of less than a full unit. The purchase price will be \$                      per unit based on a

calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the

calculation:                     

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before 04/17/2015, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.

4. **Closing Date:** This transaction will close on 07/10/2015 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

Buyer FW and Seller FW acknowledge receipt of a copy of this page, which is 1 of 7 pages.  
 VAC-10-1429-LED Rev 8/14

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Counter Offer #

1

**KW**  
KELLERWILLIAMS

FREDDIE WEATHERSPOON ("Seller")  
and White Sands Electric, Inc. or assigns ("Buyer")  
agree that the initial offer, executed by the party making the offer and dated 4/18/2015, for the sale and purchase of the real property described as follows:

333 Massachusetts, Pensacola, FL. 32505

as amended only by this counter offer, executed by all parties, is accepted and shall constitute the full and entire contract. **This counter offer does not include terms and conditions of any other counter offer unless restated herein.** All terms and conditions of the initial offer remain the same except the following:

☒ Purchase Price is changed to \$ 80,000 \*

☐ Closing Date is changed to \_\_\_\_\_

☐ The following items are included in the purchase:

\_\_\_\_\_

☐ The following items are excluded from the purchase:

\_\_\_\_\_

Other

Line Number      Counter Offer Term

All other conditions the same

If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before \_\_\_\_\_ (within 2 days after the counter offer is delivered if left blank), this counter offer shall be deemed withdrawn and the deposit(s), if any, shall be returned to Buyer. **This is intended to be a legally binding contract.**

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

X Seller: Freddie Weatherspoon

Seller: \_\_\_\_\_

and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

- (b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.
- (c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

Taxes on deed  
Recording fees for documents needed to cure title  
Title evidence (if applicable under Paragraph 7)  
Other: \_\_\_\_\_

(b) **Buyer Costs:**

Taxes and recording fees on notes and mortgages  
Recording fees on the deed and financing statements  
Loan expenses  
Title evidence (if applicable under Paragraph 7)  
Lender's title policy at the simultaneous issue rate  
Inspections  
Survey  
Insurance  
Other: \_\_\_\_\_

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** **BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER 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 FURTHER INFORMATION.**

Buyer ☒ and Seller ☒ acknowledge receipt of a copy of this page, which is 4 of 7 pages.  
VAC-10-4276578/14

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- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

**10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

**11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

**12. Force Majeure:** Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

**13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

**14. Complete Agreement; Persons Bound:** This contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

**15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

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(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

**16. Escrow Agent; Closing Agent:** Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

**17. Professional Advice; Broker Liability:** Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

**18. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

**19. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or Seller's Broker to Buyer's Broker.

(a) claudia magilke, keller williams (Seller's Broker)  
will be compensated by ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify): \_\_\_\_\_

(b) claudia magilke, keller williams (Buyer's Broker)  
will be compensated by ☒ Seller ☐ Buyer ☐ both parties ☐ Seller's Broker pursuant to ☐ a MLS offer of compensation ☐ other (specify): \_\_\_\_\_

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324. **20. Additional Terms:**

325 It is the Buyers intention to Purchase 329 & 333 Massachusetts . concurrently. Each contracts is contingent  
326 on the other meeting the buyer's due diligence requirements and they shall both close concurrently.  
327  
328  
329  
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338  
339  
340

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

343. **Buyer:** Steve Tate pres White Sands Electric INC dotloop verified  
04/16/15 4:42PM EDT  
YHYP-WCRI-VE9T-MAW4

344. Print name: White Sands Electric INC

345. **Buyer:**

346. Print name:

347. **Buyer's address for purpose of notice:**

348. Address:

349. Phone:  Fax:  Email: steve@whitesandselectric.com

350. **Seller:** Freddie Worthington

351. Print name:

352. **Seller:**

353. Print name:

354. **Seller's address for purpose of notice:**

355. Address:

356. Phone:  Fax:  Email:

357. **Effective Date:**  (The date on which the last party signed or initialed and delivered the  
358 final offer or counter offer.)

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Counter Offer # \_\_\_\_\_

Samuel Gulley

\_\_\_\_ ("Seller")

and Steve Pres White Sands Electric INC

\_\_\_\_ ("Buyer")

agree that the initial offer, executed by the party making the offer and dated 04/17/2015

the sale and

purchase of the real property described as follows:

329 massachusetts ave, pensacola

as amended only by this counter offer, executed by all parties, is accepted and shall constitute the full  
**This counter offer does not include terms and conditions of any other counter offer unless rest**  
terms and conditions of the initial offer remain the same except the following:

entire contract.  
d herein. All

☒ Purchase Price is changed to \$40,000

☒ Closing Date is changed to 08/28/2015

☐ The following items are included in the purchase:

\_\_\_\_\_

☐ The following items are excluded from the purchase:

\_\_\_\_\_

Other

Line Number      Counter Offer Term

1      closing to be 120 days to allow for rezoning to c-2 to be placed on court docit which is set for

ne/july

If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before \_\_\_\_\_  
(within 2 days after the counter offer is delivered if left blank), this counter offer shall be deemed withdrawn  
deposit(s), if any, shall be returned to Buyer. **This is intended to be a legally binding contract.**

and the

Buyer: Steve Tate pres White Sands Electric INC

not aop verified  
04/22/15 3:35PM EDT  
VUV2-4AEB 51RE GRN

Buyer: \_\_\_\_\_

Seller: Samuel Gulley

not aop verified  
04/22/15 9:02AM  
EDT

Seller: \_\_\_\_\_

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, Buyer will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within        days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 7(b).

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.


8. **Property Condition:** Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) **Inspections: (Check (1) or (2))**

(1) ☒ **Feasibility Study:** Buyer will, at Buyer's expense and within 60 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Feasibility Study Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this contract will be deemed terminated, and Buyer's deposit(s) will be returned.

(2) ☐ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning

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- 51 **5. Financing: (Check as applicable)**
- 52 (a) ☒ **Buyer will pay cash for the Property with no financing contingency.**
- 53 (b) ☐ This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
- 54 specified below ("Financing") within \_\_\_\_\_ days after Effective Date (Closing Date or 30 days after Effective
- 55 Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within \_\_\_\_\_
- 56 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
- 57 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
- 58 Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
- 59 returned.
- 60 (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_
- 61 or \_\_\_\_\_ % of the purchase price at (Check one) ☐ a fixed rate not exceeding \_\_\_\_\_ % ☐ an
- 62 adjustable interest rate not exceeding \_\_\_\_\_ % at origination (a fixed rate at the prevailing interest rate
- 63 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and **Broker** fully
- 64 informed of the loan application status and progress and authorizes the lender or mortgage broker to
- 65 disclose all such information to **Seller** and **Broker**.
- 66 (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to
- 67 **Seller** in the amount of \$ \_\_\_\_\_, bearing annual interest at \_\_\_\_\_ % and payable as
- 68 follows: \_\_\_\_\_
- 69 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
- 70 forms generally accepted in the county where the Property is located; will provide for a late payment fee
- 71 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
- 72 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
- 73 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
- 74 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
- 75 to obtain credit, employment, and other necessary information to determine creditworthiness for the
- 76 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
- 77 **Seller** will make the loan.
- 78 (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
- 79 \_\_\_\_\_
- 80 LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at
- 81 \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a
- 82 ☐ fixed ☐ other (describe) \_\_\_\_\_
- 83 interest rate of \_\_\_\_\_ % which ☐ will ☐ will not escalate upon assumption. Any variance in the
- 84 mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
- 85 purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds \_\_\_\_\_ % or
- 86 the assumption/transfer fee exceeds \$ \_\_\_\_\_, either party may elect to pay the excess,
- 87 failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
- 88 **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.
- 89 **6. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this
- 90 contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.
- 91 **7. Title: Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty
- 92 deed ☐ special warranty deed ☒ other (specify) guarantee, free of liens, easements,
- 93 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
- 94 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
- 95 other matters to which title will be subject) \_\_\_\_\_
- 96 provided there exists at closing no violation of the foregoing.
- 97 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
- 98 pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
- 99 **Seller** will deliver to **Buyer**, at
- 100 (Check one) ☐ **Seller's** ☒ **Buyer's** expense and
- 101 (Check one) ☐ within \_\_\_\_\_ days after Effective Date ☐ at least \_\_\_\_\_ days before Closing Date,
- 102 (Check one)
- 103 (1) ☐ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
- 104 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
- 105 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
- 106 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
- 107 **Buyer** within 15 days after Effective Date.

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 2 of 7 pages.

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Counter Offer # 1

FREDDIE WEATHERSPOON ("Seller")  
and White Sands Electric, Inc or assigns ("Buyer")  
agree that the initial offer, executed by the party making the offer and dated 4/18/2015, for the sale and purchase of the real property described as follows:

333 Massachusetts, Pensacola, FL. 32505

as amended only by this counter offer, executed by all parties, is accepted and shall constitute the full and entire contract. This counter offer does not include terms and conditions of any other counter offer unless restated herein. All terms and conditions of the initial offer remain the same except the following:

- ☒ Purchase Price is changed to \$ 60,000 \*
- ☐ Closing Date is changed to \_\_\_\_\_
- ☐ The following items are included in the purchase:

\_\_\_\_\_

- ☐ The following items are excluded from the purchase:

\_\_\_\_\_

Other

Line Number Counter Offer Term

All other conditions the same

closing to be 120 days to allow for rezoning to c-2 to be placed on court docit which is set for June/July

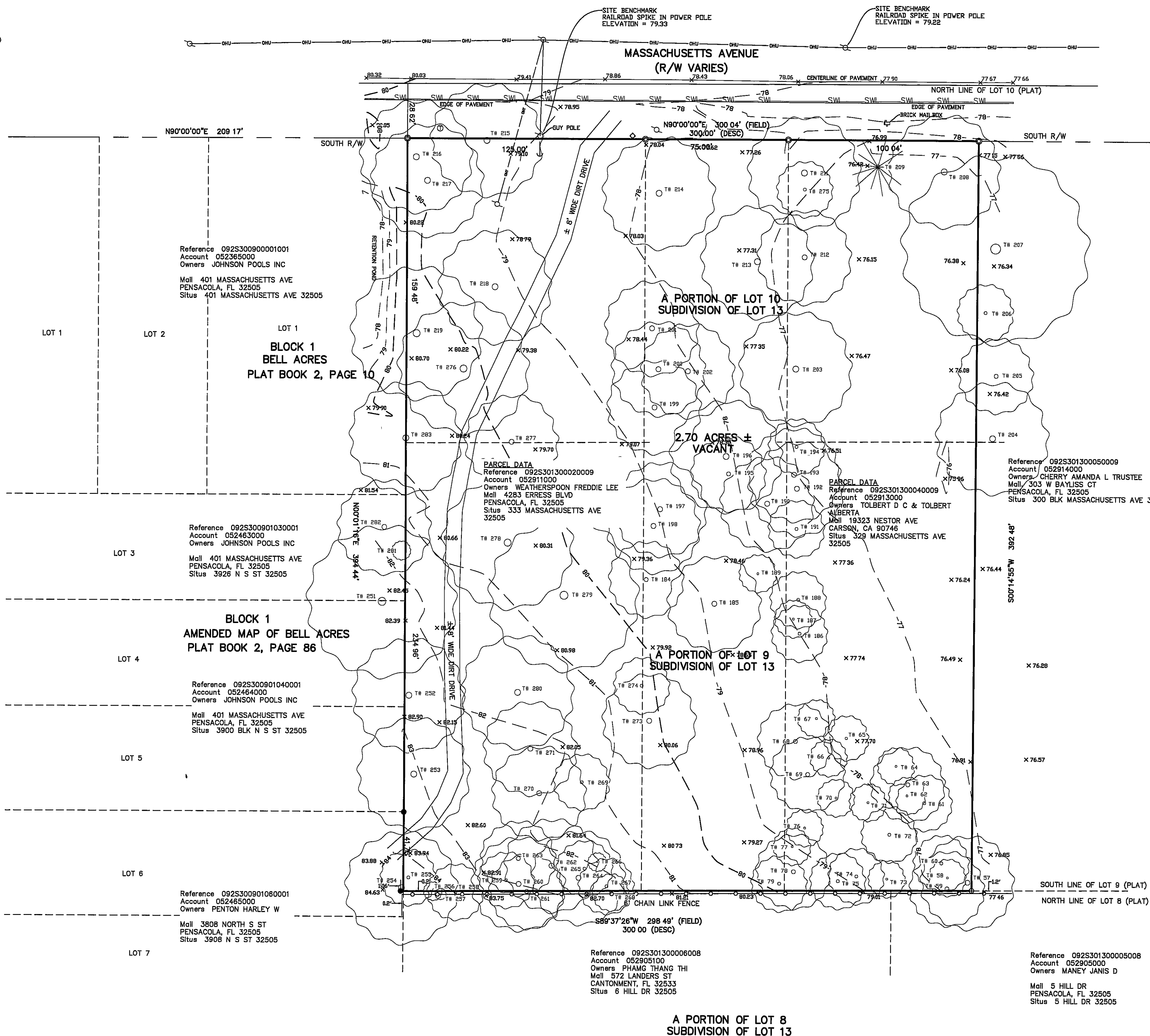
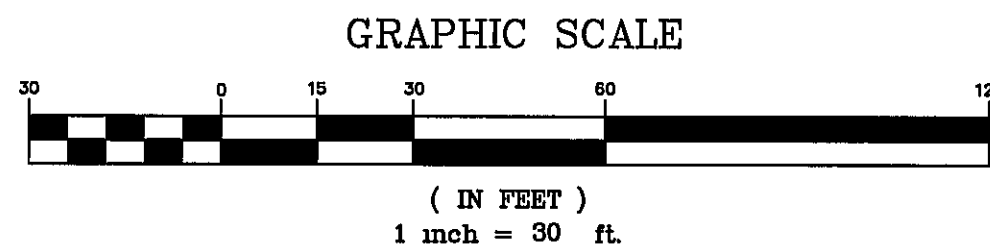
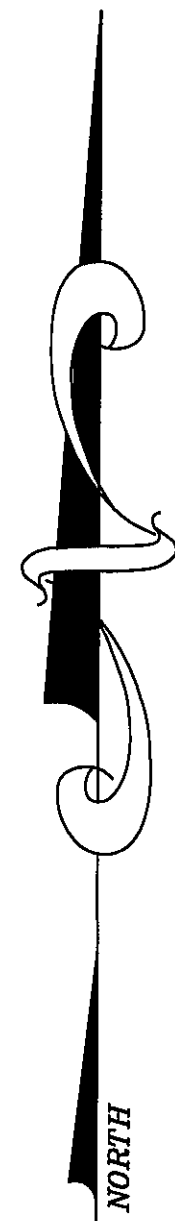
If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before \_\_\_\_\_ (within 2 days after the counter offer is delivered if left blank), this counter offer shall be deemed withdrawn and the deposit(s), if any, shall be returned to Buyer. This is intended to be a legally binding contract.

Buyer: Steve Tate pro White Sands Electric INC dotloop verified 04/22/15 3:27PM EDT W14P-KIBQ-UVKA-J06V

Buyer: \_\_\_\_\_

X Seller: Freddie Weather Spoon

Seller: \_\_\_\_\_



- LEGEND
- FOUND 5/8" DIAMETER IRON ROD NO IDENTIFICATION
  - FOUND 1/2" DIAMETER IRON ROD NO IDENTIFICATION
  - FOUND 1" IRON PIPE NO IDENTIFICATION
  - POWER POLE
  - GUY ANCHOR
  - NAV D — NORTH AMERICAN VERTICAL DATUM
  - NAD — NORTH AMERICAN DATUM
  - DR — OFFICIAL RECORDS BOOK
  - PG — PAGE
  - PID — COUNTY APPRAISER PARCEL IDENTIFICATION NUMBER
  - LB — LICENSED BUSINESS NUMBER
  - FDOT — FLORIDA DEPARTMENT OF TRANSPORTATION
  - R/W — RIGHT-OF-WAY
  - TELEPHONE MANHOLE
  - SOLID WHITE LANE LINE
  - WATER METER

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
57	DAK	25'	15'
58	DAK	10'	13'
59	DAK	20'	12'
60	DAK	15'	12'
61	DAK	15'	25'
62	DAK	10'	13'
63	DAK	20'	16'
64	DAK	10'	16'
65	DAK	12'	15'
66	DAK	10'	15'
67	DAK	10'	18'
68	DAK	20'	26'
69	DAK	20'	18'
70	DAK	10'	17'
71	DAK	10'	14'
72	DAK	15'	25'
73	DAK	10'	24'
74	DAK	15'	27'
75	DAK	15'	19'
76	DAK	10'	15'

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
77	DAK	10'	15'
78	DAK	20'	16'
79	DAK	15'	24'
184	DAK	20'	27'
185	DAK	25'	30'
186	DAK	15'	20'
187	DAK	10'	13'
188	DAK	15'	16'
189	DAK	10'	13'
190	DAK	25'	36'
191	DAK	15'	16'
192	DAK	25'	23'
193	DAK	25'	19'/16'
194	DAK	15'	17'
195	DAK	20'	17'
196	DAK	30'	21'
197	DAK	25'	15'
198	DAK	25'	30'
199	DAK	25'	36'
200	DAK	25'	26'

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
201	DAK	25'	28'
202	DAK	25'	32'
203	DAK	30'	48'
204	DAK	30'	33'
205	DAK	20'	18'
206	DAK	15'	18'
207	DAK	50'	36'
208	DAK	30'	36'
209	CEDAR	15'	17'
211	DAK	30'	24'
212	DAK	25'	30'
213	DAK	30'	35'
214	DAK	30'	38'
215	DAK	30'	30'
216	DAK	30'	27'
217	DAK	30'	36'
218	DAK	30'	36'
219	DAK	35'	54'
251	DAK	40'	40'
252	DAK	30'	48'

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
253	DAK	30'	34'
254	DAK	30'	24'
255	DAK	15'	12'
256	DAK	5'	12'
257	DAK	5'	22'
258	DAK	15'	22'
259	DAK	15'	16'
260	DAK	25'	27'
261	DAK	20'	27'
262	DAK	25'	19'
263	DAK	20'	13'
264	DAK	25'	25'
265	DAK	15'	12'
266	DAK	5'	13'
267	DAK	15'	25'
268	DAK	10'	15'
269	DAK	15'	18'
270	DAK	25'	26'
271	DAK	25'	30'
273	DAK	25'	24'

TREE SCHEDULE			
TREE #	SPECIES	CANOPY	DIAMETER
274	DAK	15'	17'
275	DAK	15'	17'
276	DAK	35'	34'
277	DAK	25'	33'
278	DAK	35'	36'
279	DAK	40'	60'
280	DAK	30'	38'
281	DAK	5'	17'
282	DAK	25'	18'
283	DAK	30'	25'

SURVEYOR'S NOTES:

1. DISTANCES ARE BASED ON U.S. STANDARD FOOT.
2. BEARINGS ARE BASED ON THE SOUTH R/W OF MASSACHUSETTS AVE AS N90°00'00"E
3. REFERENCE TO EXISTING FIELD MONUMENTATION, DEEDS OF RECORD, PROPERTY APPRAISERS MAP OF SECTION 9, T-1-S, R-20-W, FINAL PLAT OF BELL ACRES, PLAT BOOK 2, PAGE 86, PLAT OF SUBDIVISION OF LOT 13, DEED BOOK 3, PAGE 483, FINAL PLAT OF BREWSTER PARK, PLAT BOOK 1, PAGE 11.
4. ELEVATIONS ARE BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK #48-07-B01V, HAVING A PUBLISHED ELEVATION OF 92.86 NORTH AMERICAN VERTICAL DATUM OF 1988.
5. THE SURVEYING BUSINESS CERTIFICATE OF AUTHORIZATION NUMBER FOR JEHLE-HALSTEAD, INC. IS LB 7493.
6. THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NUMBER 12033C0380G, DATED SEPTEMBER 29, 2006.

LEGAL DESCRIPTION OF RECORD  
OFFICIAL RECORDS BOOK 6329, PAGE 755 (333 MASSACHUSETTS AVE)

THE WEST 125 FEET OF LOTS 9 AND 10, A SUBDIVISION OF LOT 13 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 3, PAGE 483, OF THE PUBLIC RECORDS OF SAID COUNTY LESS AND EXCEPT ROAD RIGHT-OF-WAY ALONG NORTH SIDE

AND

THE EAST 75 FEET OF THE WEST 200 FEET OF LOTS 9 AND 10, A SUBDIVISION OF LOT 13 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 3, PAGE 483, OF THE PUBLIC RECORDS OF SAID COUNTY LESS AND EXCEPT ROAD RIGHT-OF-WAY ALONG NORTH SIDE

AND

OFFICIAL RECORDS BOOK 6786, PAGE 972 (329 MASSACHUSETTS AVE)  
THAT PORTION OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS BEGIN AT THE NORTHWEST CORNER OF LOT 13, SUBDIVISION OF SAID SECTION, THENCE RUN SOUTH 20 FEET TO THE SOUTH LINE OF DIRT ROAD, THENCE RUN EAST ALONG SOUTH LINE OF SAID ROAD A DISTANCE OF 200 FEET, FOR STARTING POINT OF THIS DESCRIPTION, THENCE CONTINUE IN SAME DIRECTION 100 FEET, THENCE RUN SOUTH TO THE SOUTH LINE OF LOT 9 A SUBDIVISION OF LOT 13 ABOUT 420 FEET DEEP, THENCE RUN WESTWARD ALONG SOUTH LINE OF LOT 9 A DISTANCE OF 100 FEET, THENCE RUN NORTH TO POINT OF BEGINNING

ALSO DESCRIBED AS

THE EAST 100 FEET OF THE WEST 300.00 FEET OF LOTS 9 AND 10, A SUBDIVISION OF LOT 13, OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN DEED BOOK 3, AT PAGE 483 OF THE PUBLIC RECORDS OF SAID COUNTY, LESS AND EXCEPT ROAD RIGHT OF WAY ALONG NORTH SIDE

NOTE: UNLESS STATED OTHERWISE, ALL TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP, INTERESTS, OR ENCUMBRANCES THEREON, UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THE SURVEY SHOWN HEREIN TO BE CORRECT AND I HAVE COMPLIED WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPMAKERS PURSUANT TO SECTION 476.07, F.S. AND THE RULES OF THE BOARD.

STEPHEN GARY RUTHERFORD, LICENSED SURVEYOR

Valid only with embossed seal

Revisions

Date Description

Designed By

Drawn By

Checked By

Job No

140058s001

Date

5/11/15

Scale

1" = 30'

FIELD DATE

5/7/15

CREW

TC/JS/DE

CREW

PG 34-47

FB

PG

BOUNDARY & TOPOGRAPHIC SURVEY

A PORTION OF SECTION 9,

TOWNSHIP 2 SOUTH, RANGE 30 WEST,

ESCAMBIA COUNTY, FLORIDA

FOR

WHITE SANDS ELECTRIC

jhi jehle-halstead, inc.

Civil Engineering and Surveying

5414 Highway 90 - Milton, Florida 32570

(850) 994-9503 - Fax (850) 994-9504

www.jehle-halstead.com

Surveying License Number LB7493



## Development Services Department

### Building Inspections Division

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

## RECEIPT

Receipt No. : **642112**

Date Issued. : 08/06/2015

Cashier ID : VHOWENS

Application No. : PRZ150800013

Project Name : Z-2015-15

### PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>	4567	\$2,117.50	App ID : PRZ150800013
		<b>\$2,117.50</b>	Total Check

Received From : WEATHERSPOON FREDDIE LEE

Total Receipt Amount : **\$2,117.50**

Change Due : \$0.00

### APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ150800013	733154	2,117.50	\$0.00	333 MASSACHUSETTS AVE, PENSACOLA, 32505

**Total Amount :**

**2,117.50**

\$0.00

Balance Due on this/these  
Application(s) as of 8/10/2015



## Board of County Commissioners • Escambia County, Florida

Tonya Gant, Director  
Neighborhood & Human Services Department

Clara Long, Division Manager  
Community Redevelopment Agency

### Planning & Zoning

#### **RE: Rezoning for property at 329 & 333 Massachusetts**

##### CRA Comments

1. Consistency with Comp Plan
2. Consistency with Code
3. Compatibility with surrounding uses
4. Changed conditions
5. Effect on natural environment
6. Development patterns

##### **Article 3-3.6 states:**

Buffering and screening of outdoor storage. All outside storage must be screened from public view.

##### **Palafox Redevelopment Plan states: Zoning**

Rezoning and Spot Zoning are contrary to the Palafox Redevelopment Plan except in truly unique situations.

CRA does not support "Spot" Zoning that is stated in the Redevelopment Plan.



Z-2015-16

## Planning Board-Rezoning

5. B.

**Meeting Date:** 10/06/2015

**CASE :** Z-2015-16

**APPLICANT:** Wiley C. "Buddy" Page, Agent for Brigham-Williams / Hunter Williams, Owner

**ADDRESS:** 1700 & 1715 Olive Road

**PROPERTY REF. NO.:** 18-1S-30-4102-000-001 & 18-1S-30-4102-000-004

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

**DISTRICT:** 4

**OVERLAY DISTRICT:** Atwood Redevelopment

**BCC MEETING DATE:** 11/05/2015

---

### **SUBMISSION DATA:**

#### **REQUESTED REZONING:**

**FROM:** HDMU, High Density Mixed-use district (25 du/acre)

**TO:** Com, Commercial district (25 du/acre)

#### **RELEVANT AUTHORITY:**

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

#### **Criterion a., LDC Sec. 2-7.2(b)(4)**

##### **Consistent with Comprehensive Plan**

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan's provisions.

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

**CPP FLU 1.3.1** Future Land Use Categories. The Mixed-Use Urban (MU-U) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.

**CPP 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 (MU-S), Mixed-Use Urban (MU-U), Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

**CPP FLU 2.1.2** Compact Development. To promote compact development, FLUM amendments and residential rezoning to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

## **FINDINGS**

The proposed amendment to Commercial is **consistent** with the intent and purpose of Future Land Use (FLU) category MU-U, as stated in CPP Policy FLU 1.3.1. The MU-U category promotes the use of roads, public services and existing infrastructure, as stated in FLU 1.5.1. The increase in maximum residential density is **consistent** with that allowed by MU-U and with the allowance of higher residential densities to promote compact development. Consistency with other applicable policies of the Comprehensive Plan would be evaluated during review of development for compliance with implementing Land Development Code regulations.

## **Criterion b., LDC Sec. 2-7.2(b)(4)**

### **Consistent with The Land Development Code**

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

## **Sec. 3-2.9 High Density Mixed-use district (HDMU).**

**(a) Purpose.** The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

## **Sec. 3-2.10 Commercial district (Com).**

**(a) Purpose.** The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for

commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

**(f) Rezoning to Commercial.** Commercial zoning may be established only within the Mixed-Use Urban (MU-U) or Commercial (C) future land use categories. The district is appropriate to provide transitions between areas zoned or used as high density mixed-use and areas zoned or used as heavy commercial or industrial. Rezoning Commercial is subject to the same location criteria as any new non-residential use proposed within the Commercial district.

## **FINDINGS**

The proposed amendment **is consistent** with the stated purposes and intent of the Land Development Code (LDC) and meets the location criteria. All requirements of the LDC will be evaluated for consistency during the Site Plan Review process.

### **Criterion c., LDC Sec. 2-7.2(b)(4)**

#### **Compatible with surrounding uses**

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

## **FINDINGS**

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts Com and HDMU. Nine single-family dwellings, two mobile homes, ten vacant parcels, six multi-family units, one AT&T site, one office, one green house, two warehouses, one hotel, one Mc Donald's, one Shell Gas station, one Walgreens, and one U-haul storage unit. Looking at the subject property and surrounding area there are multiple existing uses that fit in the commercial zoning district area.

### **Criterion d., LDC Sec. 2-7.2(b)(4)**

#### **Changed conditions**

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

## **FINDINGS**

Staff found one changed condition which would not impact the amendment or property(s). Staff found rezoning case Z-2004-10 at 1719 E Olive Rd which was approved in June of 2004 from R-5 to C-1.

### **Criterion e., LDC Sec. 2-7.2(b)(4)**

### **Development patterns**

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

### **FINDINGS**

The proposed amendment **would result** in a logical and orderly development pattern. The adjoining parcels to the east are already zoned commercial which generate a commercial traffic node to Davis Highway along Olive road.

### **Criterion f., LDC Sec. 2-7.2(b)(4)**

#### **Effect on natural environment**

Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

### **FINDINGS**

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

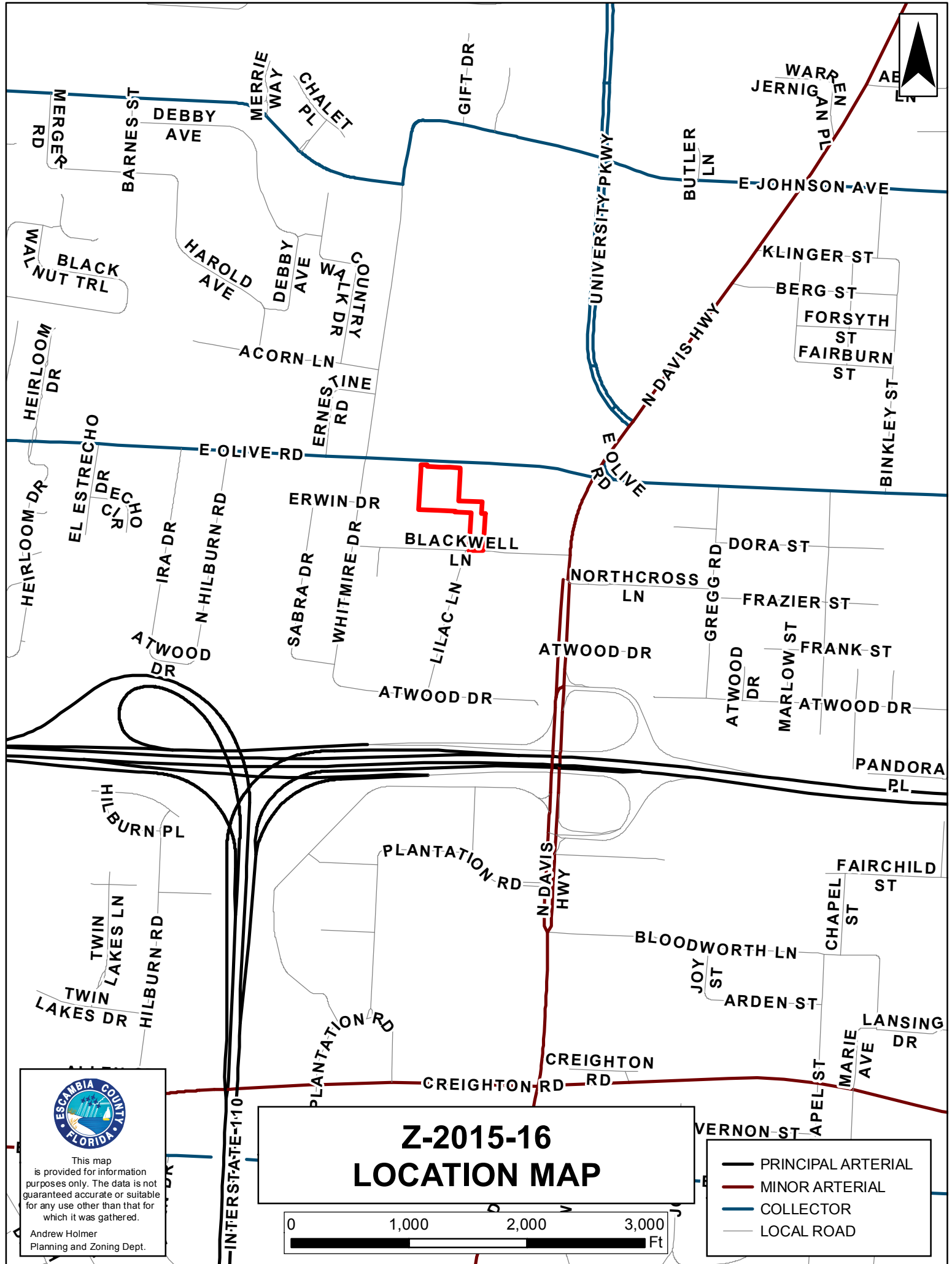
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## **Attachments**

Z-2015-16

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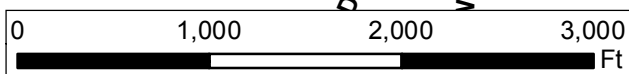




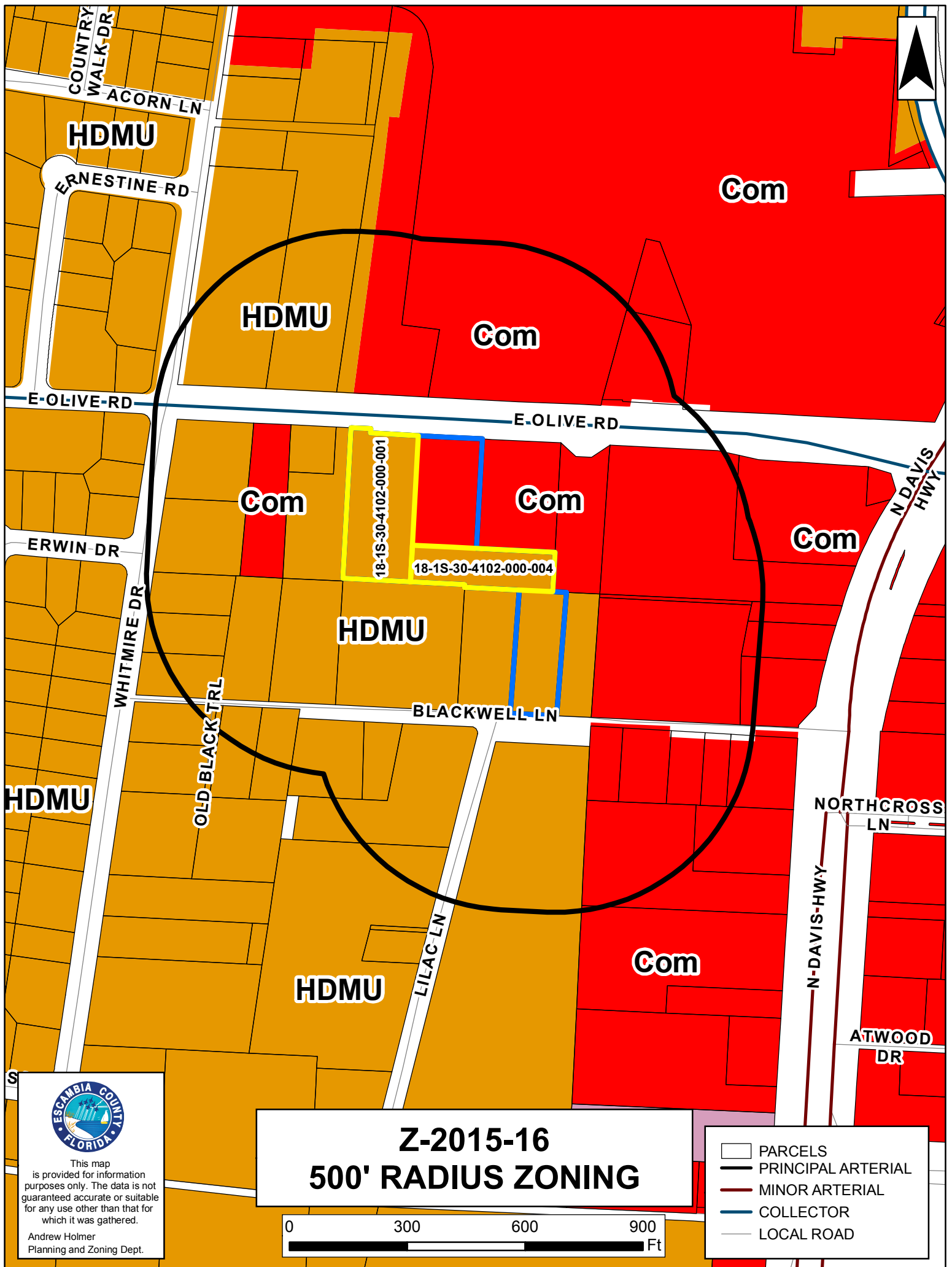
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

# Z-2015-16 LOCATION MAP

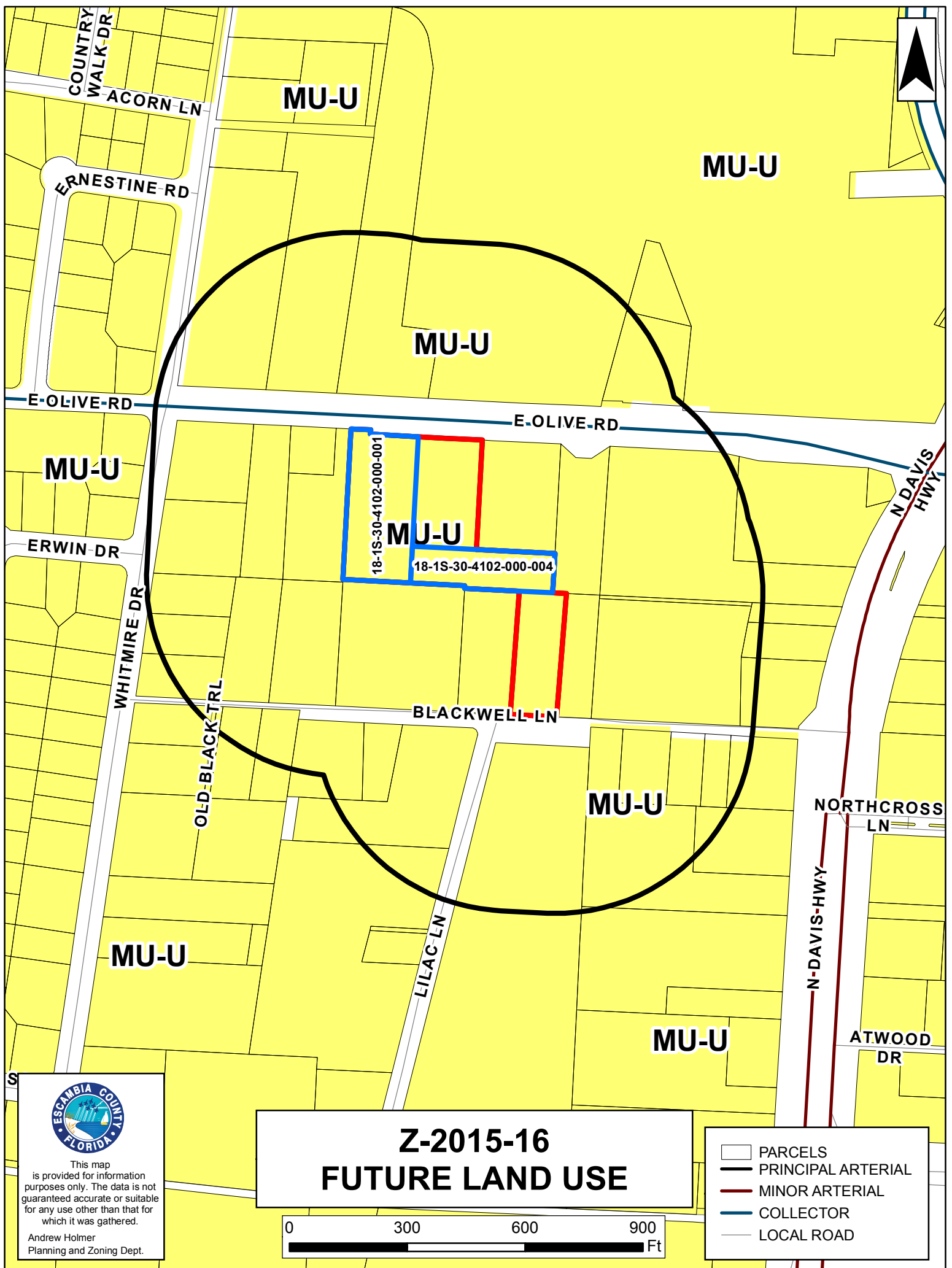


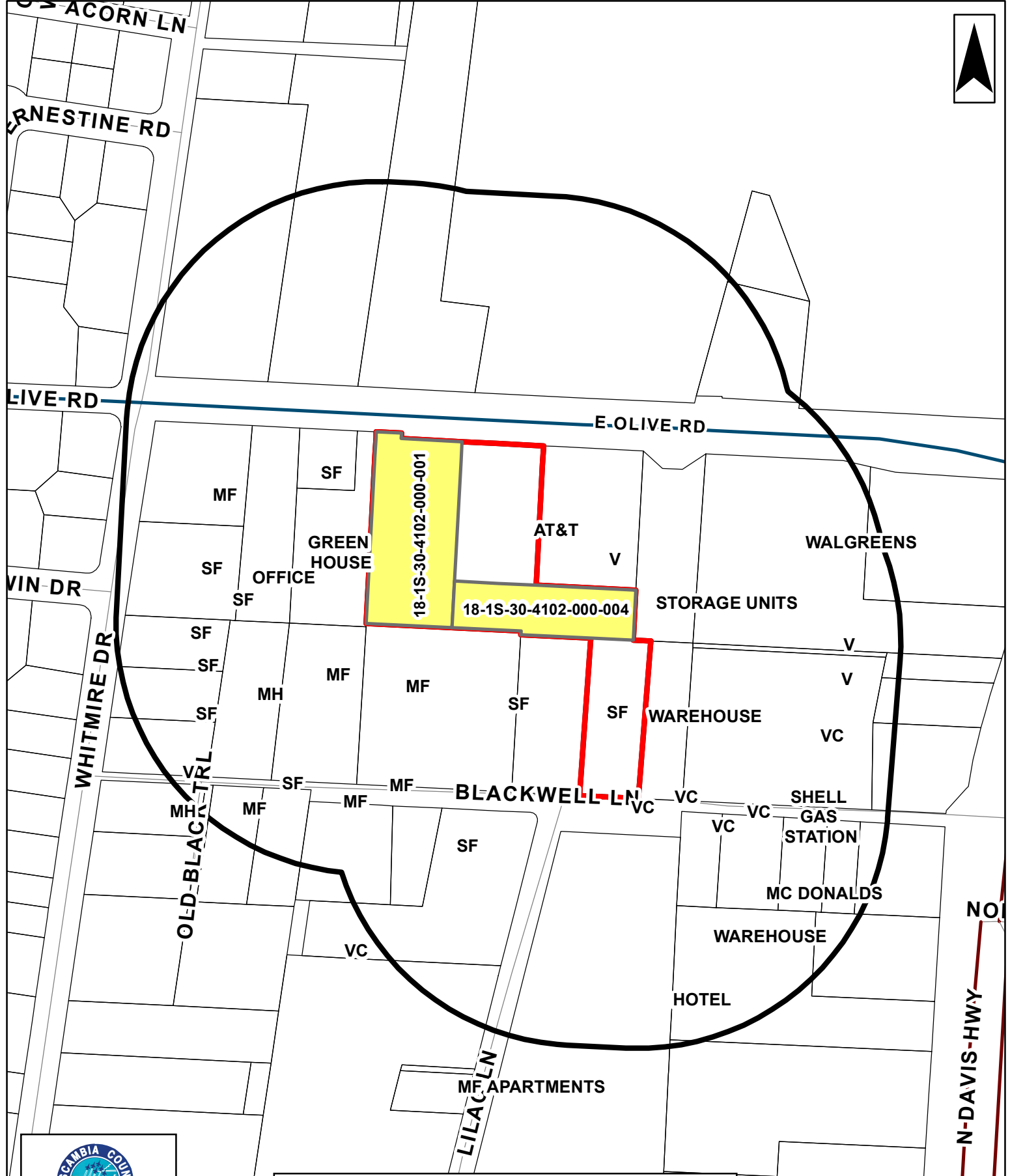
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD




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

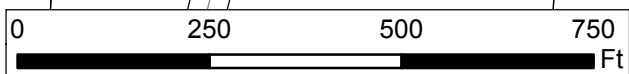
Andrew Holmer  
Planning and Zoning Dept.





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

# Z-2015-16 EXISTING LAND USE



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





E OLIVE RD

18-1S-30-4102-000-001

18-1S-30-4102-000-004

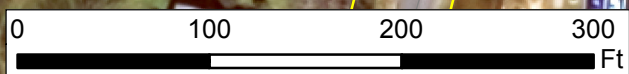
BLACKWELL LN



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

Andrew Holmer  
Planning and Zoning Dept.

# Z-2015-16 AERIAL MAP



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





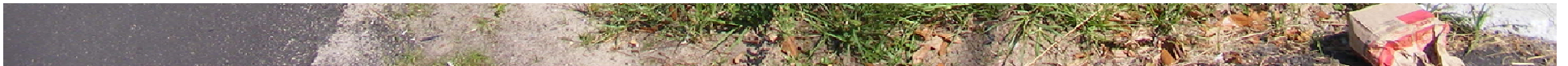
**Public Hearing Sign on Oliver Road**







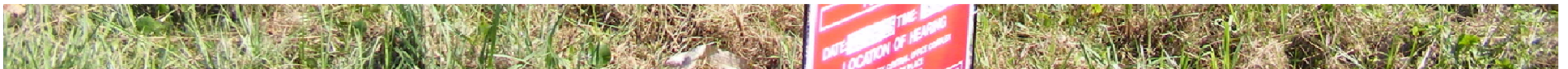
Looking East along Olive Road







**Looking Southeast onto the subject property**







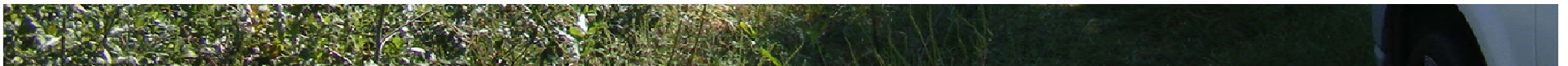
Looking West along Olive Road







**Looking on the subject property**







**Looking Northwest across Olive Road**







**Looking Northeast across Olive Road**





## NOTICE OF PUBLIC HEARING REZONING

CASE NO.: Z-2015-16  
CURRENT ZONING: HDMU PROPOSED ZONING: COM

### PLANNING BOARD

DATE: 10/06/15 TIME: 8:30 AM

### LOCATION OF HEARING

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

### BOARD OF COUNTY COMMISSIONERS

DATE: 11/05/15 TIME: 5:45 PM

### LOCATION OF HEARING

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

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL  
DEVELOPMENT SERVICES AT 595-3475 OR VISIT  
[WWW.MYESCAMBIA.COM](http://WWW.MYESCAMBIA.COM)



**Public Hearing Sign on Blackwell Lane**





**Looking South across Blackwell Lane**







Looking West along Blackwell Lane







**Looking onto the subject property**







**Looking Northeast**





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

5337 Hamilton Lane  
Pace, Florida 32571  
Cell 850.232.9853 budpage1@att.net

July 27, 2015  
VIA HAND DELIVERY

Mr. Horace Jones, Director  
Planning & Zoning Department  
3363 West Park Place  
Pensacola, Florida 32505

**RE: Rezoning Request**  
**1700 & 1715 Olive Road**  
**Parcel 18-1S-30-4102-000-001 & 18-1S-30-4102-000-004**

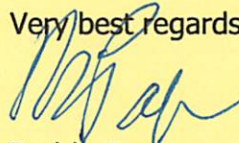
Dear Mr. Jones:

Please find our application attached requesting Planning Board consideration to change the referenced properties from HD/MU to Commercial. Included with the application is the survey, and the required application fee.

With regard to locational criteria compliance, the site is on a collector roadway and within 1,320 of Davis Highway proximity to traffic generator (Olive Baptist Church) and Infill, thus consistent with LDC 3-2-10(e) 1, 2 &3.

Please contact me if you have any questions or require any further information. Thank you.

Very best regards,



Buddy Page



# Development Services Department

Escambia County, Florida

## APPLICATION

Please check application type:		<input type="checkbox"/> Conditional Use Request for: _____
<input type="checkbox"/> Administrative Appeal		<input type="checkbox"/> Variance Request for: _____
<input type="checkbox"/> Development Order Extension		<input type="checkbox"/> Rezoning Request from: <u>HD/MU</u> to: <u>Comm</u>

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

Owner(s) Name: Brigham-Williams / Hunter Williams Phone: \_\_\_\_\_

Address: 200 Union Hill Dr. B'ham, AL 35209 Email: \_\_\_\_\_

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

Property Address: 1700 & 1715 Olive Road

Property Reference Number(s)/Legal Description: 18-1S-30-4102-000-004 &

18-1S-30-4102-000-001

By my signature, I hereby certify that:

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

Hunter Williams  
Signature of Owner/Agent

Hunter Williams  
Printed Name Owner/Agent

8/5/15  
Date

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 5th day of August, 2015,  
by Hunter Williams

Personally Known ☒ OR Produced Identification ☐ Type of Identification Produced: \_\_\_\_\_

Stephen K. Greene  
Signature of Notary  
(notary seal must be affixed)

Stephen K. Greene  
Printed Name of Notary

FOR OFFICE USE ONLY		CASE NUMBER: <u>2-2015-16</u>
Meeting Date(s): <u>PB 10/6 BCC 11/15</u>	Accepted/Verified by: _____	Date: _____
Fees Paid: \$ _____	Receipt #: _____	Permit #: <u>PR2150800014</u>

3363 West Park Place Pensacola, FL 32505  
(904) 585-3475 \* FAX: (904) 585-3481

10/2012



**Development Services Department**  
Escambia County, Florida

FOR OFFICE USE:

CASE #:

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

**For Rezoning Requests Only**

Property Reference Number(s): 18-1S-30-4102-000-001 & 18-1S-30-4102-000-004

Property Address: 1700 & 1715 Olive Road Pensacola, Florida

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 5<sup>th</sup> DAY OF Aug, YEAR OF 2015.

Hunter Hillman  
Signature of Property Owner

Hunter Williams  
Printed Name of Property Owner

8/5/15  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date



**Development Services Department**  
Escambia County, Florida

FOR OFFICE USE

CASE # \_\_\_\_\_

**AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY**

As owner of the property located at 1700 & 1715 Olive Road  
Florida, property reference number(s) 18-1S-30-4102-000-004 & 18-1S-30-4102-000-001

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

☒ Planning Board and the Board of County Commissioners to request a rezoning on the above  
referenced property.

☐ Board of Adjustment to request a(n) \_\_\_\_\_ on the above referenced property.

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

Agent Name: Wiley C. "Buddy" Page Email: budpage1@att.net

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

[Signature]  
Signature of Property Owner

Stephen K. Green  
Printed Name of Property Owner

8/5/15  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date

STATE OF ALABAMA COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 5th day of August, 20 15  
by Hunter Williams

Personally Known ☒ OR Produced Identification ☐ Type of Identification Produced: \_\_\_\_\_

[Signature]  
Signature of Notary

Stephen K. Green  
Printed Name of Notary

(Notary Seal)





# COMMERCIALSALES CONTRACT

1. PURCHASE AND SALE: Hunter Williams and T. Brooks Patterson (and or assigns) ("Buyer")  
agrees to buy and David A. Farish ("Seller")  
agrees to sell the property described as: Street Address: 1715 E Olive Road, Pensacola, Florida

Legal Description: 18-1S-30-4102-000-001 - 1.47+-Ac (Exhibit "A")  
18-1S-30-4102-000-004 - .74+-Ac (Exhibit "B")

and the following Personal Property: none

(all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

## 2. TERMS AND PURCHASE PRICE:

Earnest Money Deposit held in Escrow \$  
Due within 3 days of full acceptance \$ 5,000  
Mortgage to be Applied For \$  
Deferred Payments to Seller \$  
Cash on Closing \$ 140,000  
Full Purchase Price \$ 145,000

3. THIRD PARTY FINANCING: Within        days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for third party financing in the amount of        % of the purchase price, to be amortized over a period of        years and due in no less than        years and with a fixed interest rate not to exceed        % per year or variable interest rate not to exceed        % at origination with a lifetime cap not to exceed        % from initial rate, with additional terms as follows. Buyer will pay for the mortgagee title insurance policy and for all loan expenses. Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within        days from Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be returned to Buyer in accordance with Paragraph 9.

4. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ other       , free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any other matters to which title will be subject)       

provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as

DEPOSIT RECEIPT: Deposit of \$ \_\_\_\_\_ by ☐ check ☐ other \_\_\_\_\_ received on \_\_\_\_\_ by \_\_\_\_\_

OFFER: Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by Seller and a signed copy delivered to Buyer or Buyer's agent no later than \_\_\_\_\_ 5:00 \_\_\_\_\_ ☐ a.m. ☒ p.m. on May 30, 2015 Buyer may revoke this offer and receive a refund of all deposits.

Date: 5/29/15 BUYER: T. Brinkley Tax ID No: \_\_\_\_\_

Title: Principal Telephone: 404-310-5791 Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ BUYER: \_\_\_\_\_ Tax ID No: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

ACCEPTANCE: Seller accepts Buyer's offer and agrees to sell the Property on the above terms and conditions (☐ subject to the attached counter offer).

Date: 5/31/15 SELLER: Laura A. Smith Tax ID No: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Tax ID No: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Buyer to apply for rezoning of both parcels "A" and "B" during the Due Diligence Period to a commercial zoning suitable for Buyer's purposes. Rezoning to be at the Buyer's expense.

If Buyer is successful in Buyer's rezoning efforts and should Buyer fail to close for any reason, five thousand (\$5,000) dollars shall be non-refundable to the Buyer and shall be given to the Seller.

In the event Buyer is not successful in rezoning both parcels of property, Buyer will have the option to cancel this contract and receive any and all earnest monies deposited.





# Government Records

## ALABAMA SECRETARY OF STATE

### JOHN H. MERRILL



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

#### Business Entity Details

Brigham-Williams Commercial Properties, Inc.	
Entity ID Number	232 - 236
Entity Type	Domestic Corporation
Principal Address	BIRMINGHAM, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	12-1-2003
Registered Agent Name	WILLIAMS, HUNTER
Registered Office Street Address	200 UNION HILL DR STE 301 BIRMINGHAM, AL 35209
Registered Office Mailing Address	Not Provided
Nature of Business	ANY LAWFUL ACTIVITY
Capital Authorized	\$1,000
Capital Paid In	—
Incorporators	
Incorporator Name	WILLIAMS, HUNTER
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="http://www.ador.alabama.gov">www.ador.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014
Scanned Documents	
<a href="#">Click here to purchase copies.</a>	
Document Date / Type / Pages	12-1-2003 Articles of Formation 4 pgs.

[Browse Results](#)

[New Search](#)

# Escambia County Tax Collector

generated on 8/4/2015 9:48:18 AM CDT

## Tax Record

Last Update: 8/4/2015 9:48:20 AM CDT

### Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
02-2618-000	REAL ESTATE	2014			
<b>Mailing Address</b> FARISH DAVID A 2853 PINE FOREST RD CANTONMENT FL 32533		<b>Property Address</b> 1715 E OLIVE RD  <b>GEO Number</b> 181S30-4102-000-001			
Exempt Amount	Taxable Value				
See Below	See Below				
<b>Exemption Detail</b> NO EXEMPTIONS		<b>Millage Code</b> 06			
<b>Escrow Code</b> (blank)					
<b>Legal Description (click for full description)</b> 181S30-4102-000-001 1715 E OLIVE RD BEG AT NE COR OF LT 4 W 1148 FT FOR POB CONTINUE W ALG N LI OF LT 4 172 FT S PARL WITH E LI OF LT 4 330 FT E 172 FT N 330 FT TO POB ALSO BEG AT NE COR OF LT 4 W 1148 FT FOR POB CONTINUE See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.6165	60,050	0	\$60,050	\$397.32
PUBLIC SCHOOLS					
By Local Board	2.0850	60,050	0	\$60,050	\$125.20
By State Law	5.2370	60,050	0	\$60,050	\$314.48
WATER MANAGEMENT	0.0390	60,050	0	\$60,050	\$2.34
SHERIFF	0.6850	60,050	0	\$60,050	\$41.13
M.S.T.U. LIBRARY	0.3590	60,050	0	\$60,050	\$21.56
<b>Total Millage</b>		15.0215	<b>Total Taxes</b>		\$902.03
Non-Ad Valorem Assessments					
Code	Levyng Authority	Amount			
NFP	FIRE - 595-4960	\$11.03			
<b>Total Assessments</b>		\$11.03			
<b>Taxes &amp; Assessments</b>		\$913.06			
If Paid By		Amount Due			
		\$0.00			

Date Paid	Transaction	Receipt	Item	Amount Paid
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# Escambia County Tax Collector

generated on 8/4/2015 9:46:32 AM CDT

## Tax Record

Last Update: 8/4/2015 9:46:31 AM CDT

### Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year			
02-2619-200	REAL ESTATE	2014			
<b>Mailing Address</b> FARISH DAVID A 2853 PINE FOREST RD CANTONMENT FL 32533		<b>Property Address</b> 1700 E OLIVE RD BLK  <b>GEO Number</b> 181S30-4102-000-004			
Exempt Amount	Taxable Value				
See Below	See Below				
<b>Exemption Detail</b> NO EXEMPTIONS		<b>Millage Code</b> 06			
<b>Escrow Code</b> (blank)					
<b>Legal Description (click for full description)</b> 181S30-4102-000-004 1700 E OLIVE RD BLK BEG AT PT ON SLY R/W LI OF OLIVE RD (SR 290 R/W VARIES) AT A PT 985 FT WLY FROM ELY LI GOVT LT 4 WLY ALG SLY R/W LI 163 FT SLY AT INTERIOR ANG 89 DEG 59 MIN 0 SEC RT 291 16/100 FT See Tax Roll For Extra Legal					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.6165	30,229	0	\$30,229	\$200.01
PUBLIC SCHOOLS					
By Local Board	2.0850	30,229	0	\$30,229	\$63.03
By State Law	5.2370	30,229	0	\$30,229	\$158.31
WATER MANAGEMENT	0.0390	30,229	0	\$30,229	\$1.18
SHERIFF	0.6850	30,229	0	\$30,229	\$20.71
M.S.T.U. LIBRARY	0.3590	30,229	0	\$30,229	\$10.85
<b>Total Millage</b>		15.0215	<b>Total Taxes</b>		\$454.09
Non-Ad Valorem Assessments					
Code	Levyng Authority	Amount			
NFP	FIRE - 595-4960	\$11.00			
<b>Total Assessments</b>		\$11.00			
<b>Taxes &amp; Assessments</b>		\$465.09			
<b>If Paid By</b>		<b>Amount Due</b>			
		\$0.00			

Date Paid	Transaction	Receipt	Item	Amount Paid
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OLIVE ROAD  
STATE ROAD 290  
(R/W WIDTH VARIES)

$\lambda = 1089.2554^{\circ}\text{E}$  227.17

BASE SCARPING  
N90°00'00"E 610.95

 $T = 125.64^\circ$ DESCRIPTION (FOR TITLE COMMITMENT AS PROVIDED BY CHARGE) TITLE INVENTOR[illegible]

AND THERE IS A PORTION OF GOVERNMENT LOTS 3 AND 4, SECTION 18,  
TOWNSHIP 3 NORTH, RANGE 30 WEST, COCLAMMA COUNTY, FLORIDA, BEING MORE  
SPECIFICALLY DESCRIBED AS FOLLOWS:  
COMMENCE AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OLIVE ROAD (BEING  
ROAD 200, R/W 70') AT A POINT 50 FEET WESTERLY FROM THE EASTERLY LINE OF  
GOVERNMENT LOT 4; BY AN ANGLED PLACEMENT AS DESCRIBED IN DEED BOOK 332 AT PAGE 187  
AND DEED BOOK 311 AT PAGE 773 AND OFFICIAL RECORDED BOOK 1332 AT PAGE 549 AND  
THE PUBLIC RECORDS OF CLAMMA COUNTY, FLORIDA.

[illegible]

LOTS AND EXCEPT:  
 (1) Situated at the northeast corner of Government Lot 4, Section 16,  
 Township 35 North, Range 30 West, Columbia County, Florida.  
 (2) Excepted along the water line of said Government Lot 4, and a  
 portion of 1703 of 1715 to the intersection with the water line of that parcel  
 included in original Record Book No. 48 at Page 1703 of the Public Records in  
 Columbia County, Florida.  
 (3) Excepted the water line of said Government Lot 4, the easement in  
 fee, extending from the water line of said Government Lot 4, to the easement in

THE WEST LINE OF SAID PARCEL, DESCRIBED IN SAID OFFICIAL RECORDS BOOK 8884 AT PAGE 1763, FOR A DISTANCE OF 230.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, DESCRIBED IN SAID OFFICIAL RECORDS BOOK 8884 AT PAGE 1758 FOR THE FRONT THEREOF, AND NORTHEASTLY ALONG THE WEST LINE OF SAID PARCEL, DESCRIBED IN SAID OFFICIAL RECORDS BOOK 8884 AT PAGE 1753, FOR A DISTANCE OF 1.60 FEET. THERE, DEPARTING THE WEST LINE OF SAID PARCEL, DESCRIBED IN SAID OFFICIAL RECORDS BOOK 8884 AT PAGE 1753, TO THE SOUTHWEST CORNER OF SAID PARCEL, DESCRIBED IN SAID OFFICIAL RECORDS BOOK 8884 AT PAGE 1758, WITH THE SOUTH LINE OF SAID PARCEL, DESCRIBED IN SAID OFFICIAL RECORDS BOOK 8884 AT PAGE 1758, FOR A DISTANCE OF 344.00 FEET TO THE INTERSECTION WITH THE NORTHEASTLY EXTENSION OF THE EAST LINE OF SAID PARCEL, DESCRIBED IN OFFICIAL RECORDS BOOK 8884 AT PAGE 1764 OF THE PUBLIC RECORDS OF OKLAHOMA COUNTY, OKLAHOMA.

PARCELS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 0058 AT PAGE 1705. FOR A DISTANCE OF 7.30 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 0058 AT PAGE 1707.

THE PARTIAL NORTHWEST CORNER OF THE EAST LINE OF SAID PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 0058 AT PAGE 1704, OR WESTERLY ALONG THE SOUTH LINE OF SAID PARCEL, DESCRIBED IN SAID OFFICIAL RECORDS BOOK 0058 AT PAGE 1705, FOR A DISTANCE OF 310.00 TO THE POINT OF BEGINNING.

AND PARCELS:

2. A PART OF LAND LING IN A PORTION OF GOVERNMENT LOTS 2 AND 4, SECTION 18, TOWNSHIP 1 SOUTH, RANGE 30 WEST, COCONA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE SO SOUTHERLY BY AN INTERIOR ANGLE OF 88 DEGREES 58 MINUTES 00 SECONDS RIGHT FOR A DISTANCE OF 200.18 FEET;  
THENCE BY INTERIOR OF AN INTERIOR ANGLE OF 88 DEGREES 58 MINUTES 00 SECONDS RIGHT FOR A DISTANCE OF 200.18 FEET;  
THENCE SO SOUTHERLY BY AN INTERIOR ANGLE OF 88 DEGREES 58 MINUTES 00 SECONDS RIGHT FOR A DISTANCE OF 200.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF SAID PROPERTY CONTAINED IN ORDER OF TAKING  
RECORDED IN OFFICE OF CLERK OF CIRCUIT COURT, COUNTY OF CLAY, STATE OF FLORIDA,  
CLAY COUNTY, FLORIDA, AND ANY PORTION OF SAID PROPERTY LIES WITHIN THE  
RIGHT OF WAY OF OLIVE ROAD.

AND, FURTHER, AS  
BEING 1515 FEET SOUTH AND 750 FEET WEST OF THE ADJACENT CORNER OF LOT 4, BEING  
18 THOMPSON 1/2 ACRES RANGED 30 0000, CLAY COUNTY, FLORIDA, CONTAINING 1515  
FEET FOR THE POINT OF BEGINNING.

THENCE S00°00'00" E 1515 FEET  
TO THE CORNER OF SAID ROAD.

THENCE S00°00'00" E 750 FEET  
TO THE CORNER OF SAID ROAD.


THESE ARE THE ONLY TWO TRACTS OF GOVERNMENT LANDS IN THE WASHINGTON AREA THAT ARE LOCATED IN THE STATE OF FLORIDA. THE TRACTS ARE LOCATED IN THE WASHINGTON AREA, FLORIDA, AND ARE OWNED BY THE UNITED STATES OF AMERICA.

[illegible]

THENCE GO NORTH 89 DEGREES 34 MINUTES 19 SECONDS WEST ALONG SAID NORTHERLY  
BRANCH OF RAY LINE A DISTANCE OF 118.75 FEET  
THENCE DEPARTING SAID NORTHERLY BRANCH OF RAY LINE GO NORTH 61 DEGREES 05 MIN  
15 SECONDS EAST A DISTANCE OF 158.93 FEET  
THENCE GO NORTH 86 DEGREES 58 MINUTES 17 SECONDS WEST A DISTANCE OF 142.56  
FEET  
THENCE GO SOUTH 10 DEGREES 41 MINUTES 23 SECONDS WEST A DISTANCE OF 308.66  
FEET  
THENCE GO NORTH 90 DEGREES 27 MINUTES 12 SECONDS EAST A DISTANCE OF 386.83  
TO A POINT ON SAID UNADJUDICATED SOUTHERLY RIGHT-OF-WAY LINE OF OLIVE ROAD  
THENCE GO NORTH 88 DEGREES 05 MINUTES 34 SECONDS EAST A DISTANCE OF 50.00

TO A POINT OF INTERSECTION  
THENCE SO NORTH 31 DEGREES 15 MINUTES 21 SECONDS EAST ALONG SAID SOUTHERLY  
UNINCORPORATED ROAD-UP-HILL LINE A DISTANCE OF 11.50 FEET TO A POINT OF INTERSECTION  
THENCE SO NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID UNINCORPORATED  
SOUTHERLY ROAD-UP-HILL LINE A DISTANCE OF 280.30 FEET TO THE POINT OF BEGINNING  
CONTAINING 6.19 ACRES, MORE OR LESS.

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT  
IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARD  
DETERMINATIONS FOR ALTA-SURVEY LAND TITLE SURVEYS, JOINTLY  
ESTABLISHED AND ADOPTED BY ALTA AND NEPA, AND INCLUDED ITEMS 1, 2,  
3, 4, 5, 6, 8, 9, 10(a) AND 13, OF SALES A THEROF.  
THE FIELD WORK WAS COMPLETED ON 07/31/15.  
DATE OF PLAN OR MAP 07/31/15.

  
 JAMES L. BUSH, Governor  
 CONSTITUTIONAL NO. 10 DISTRICT  
 STATE OF FLORIDA

6/6/05  
 JLC

BY THE ORDER  
 OF THE  
 BOARD OF GOVERNORS  
 WITH THE A. J. CANNON  
 JAMES L. BUSH, JR.  
 GOV.

AUGUST 11, 1998 & 1999 EAST FLORIDA ROAD

TYPE: NLTA/ACM LAND USE SURVEY									
SECTION 18, TOWNSHIP 1 - NORTH, RANGE 30 - WEST, CLATSOP COUNTY									
BLK. 1 (NW)		BLK. 2 (NE)		BLK. 3 (SW)		BLK. 4 (SE)		BLK. 5 (NW)	
BLK. 6 (SE)		BLK. 7 (SW)		BLK. 8 (NE)		BLK. 9 (SE)		BLK. 10 (NW)	
BLK. 11 (SE)		BLK. 12 (SW)		BLK. 13 (NE)		BLK. 14 (SE)		BLK. 15 (NW)	
BLK. 16 (SE)		BLK. 17 (SW)		BLK. 18 (NE)		BLK. 19 (SE)		BLK. 20 (NW)	
BLK. 21 (SE)		BLK. 22 (SW)		BLK. 23 (NE)		BLK. 24 (SE)		BLK. 25 (NW)	
BLK. 26 (SE)		BLK. 27 (SW)		BLK. 28 (NE)		BLK. 29 (SE)		BLK. 30 (NW)	
BLK. 31 (SE)		BLK. 32 (SW)		BLK. 33 (NE)		BLK. 34 (SE)		BLK. 35 (NW)	
BLK. 36 (SE)		BLK. 37 (SW)		BLK. 38 (NE)		BLK. 39 (SE)		BLK. 40 (NW)	
BLK. 41 (SE)		BLK. 42 (SW)		BLK. 43 (NE)		BLK. 44 (SE)		BLK. 45 (NW)	
BLK. 46 (SE)		BLK. 47 (SW)		BLK. 48 (NE)		BLK. 49 (SE)		BLK. 50 (NW)	
BLK. 51 (SE)		BLK. 52 (SW)		BLK. 53 (NE)		BLK. 54 (SE)		BLK. 55 (NW)	
BLK. 56 (SE)		BLK. 57 (SW)		BLK. 58 (NE)		BLK. 59 (SE)		BLK. 60 (NW)	
BLK. 61 (SE)		BLK. 62 (SW)		BLK. 63 (NE)		BLK. 64 (SE)		BLK. 65 (NW)	
BLK. 66 (SE)		BLK. 67 (SW)		BLK. 68 (NE)		BLK. 69 (SE)		BLK. 70 (NW)	
BLK. 71 (SE)		BLK. 72 (SW)		BLK. 73 (NE)		BLK. 74 (SE)		BLK. 75 (NW)	
BLK. 76 (SE)		BLK. 77 (SW)		BLK. 78 (NE)		BLK. 79 (SE)		BLK. 80 (NW)	
BLK. 81 (SE)		BLK. 82 (SW)		BLK. 83 (NE)		BLK. 84 (SE)		BLK. 85 (NW)	
BLK. 86 (SE)		BLK. 87 (SW)		BLK. 88 (NE)		BLK. 89 (SE)		BLK. 90 (NW)	
BLK. 91 (SE)		BLK. 92 (SW)		BLK. 93 (NE)		BLK. 94 (SE)		BLK. 95 (NW)	
BLK. 96 (SE)		BLK. 97 (SW)		BLK. 98 (NE)		BLK. 99 (SE)		BLK. 100 (NW)	



**KJM**  
Land Planning, LLC  
2000 N. 1st St., Suite 100  
Tulsa, OK 74103  
918.438.1234

[illegible]

CONTRACTING AGREEMENT  
 CONTRACT NO. 1  
 1999-2000  
 PROJECT NO. 1  
 1999-2000

OFFICIAL RECORDS BOOK 8824, PAGE 1564

RELATIONS OF MOTHERS OF FLORIDA  
HISPANIC CHILDREN, 1991  
JAN 1992 VOL 20 NO 1 P 100-106  
100

NORTH

SCALE 1" = 40'

WICHAMPTON NORTH R/W LINE  
F-309 86

general | [Abstract](#) | [Introduction](#) | [Methods](#) | [Results](#) | [Discussion](#) | [References](#) | [Appendix](#)

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[illegible]



## Development Services Department

### Building Inspections Division

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

## RECEIPT

Receipt No. : **642113**

Date Issued. : 08/06/2015

Cashier ID : VHOWENS

Application No. : PRZ150800014

Project Name : REZONING

### PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>	1097	\$2,117.50	App ID : PRZ150800014
		<b>\$2,117.50</b>	Total Check

Received From : FARISH DAVID A

Total Receipt Amount : **\$2,117.50**

Change Due : \$0.00

### APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ150800014	733156	2,117.50	\$0.00	1700 BLK E OLIVE RD, PENSACOLA, 32514

**Total Amount :** **2,117.50**

**\$0.00** Balance Due on this/these  
Application(s) as of 8/10/2015



Z-2015-17

## Planning Board-Rezoning

5. C.

**Meeting Date:** 10/06/2015

**CASE :** Z-2015-17

**APPLICANT:** Jonathan Green, Agent for Pen Air Federal Credit Union,  
Owner

**ADDRESS:** 1495 E. Nine Mile Road

**PROPERTY REF. NO.:** 13-1S-30-1201-130-002

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

**DISTRICT:** 5

**OVERLAY DISTRICT:** N/A

**BCC MEETING DATE:** 11/05/2015

---

### **SUBMISSION DATA:**

#### **REQUESTED REZONING:**

**FROM:** HDMU, High Density Mixed-use district (25 du/acre) and Com, Commercial district (25 du/acre)

**TO:** Com, Commercial district (25 du/acre)

#### **RELEVANT AUTHORITY:**

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

### **APPROVAL CONDITIONS**

#### **Criterion a., LDC Sec. 2-7.2(b)(4)**

##### **Consistent with Comprehensive Plan**

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan's provisions.

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

**CPP FLU 1.3.1 Future Land Use Categories.** The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses

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

#### **FINDINGS**

The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use category of Mixed-Use Urban allows for a mix of residential and commercial development, consisting of residential, retail sales and services, professional office and light industrial uses. The subject parcel will utilize the existing roadway of Nine Mile Road and the infrastructure that is already in place.

#### **Criterion b., LDC Sec. 2-7.2(b)(4)**

##### **Consistent with The Land Development Code**

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

#### **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The commercial district allows for retail sales and services as well as single-family and two-family dwellings. The portion of this split zoned parcel that fronts Nine Mile Road is zoned commercial with the remainder HDMU. The rezoning would resolve the inconsistency and allow the commercial use to extend over the entire parcel.

#### **Criterion c., LDC Sec. 2-7.2(b)(4)**

##### **Compatible with surrounding uses**

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

#### **FINDINGS**

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts HDMU, Com and MDR. The rezoning request will allow land uses that are similar to those adjacent parcels along the addressed street frontage, and will be able to coexist without creating a negative impact on neighboring properties and residential uses. Any new or expanding development must meet all buffering standards as well as other county land development regulations.

#### **Criterion d., LDC Sec. 2-7.2(b)(4)**



### **Changed conditions**

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

### **FINDINGS**

Staff found that a variance, V-2015-07, was approved for the parcel to the east across Westside Drive. Along Nine Mile Road in the area of the requested rezoning there is increasing growth and with the approval of this rezoning request, there will be expanded or new permitted uses that **should in no way** negatively impact the area.

### **Criterion e., LDC Sec. 2-7.2(b)(4)**

#### **Development patterns**

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

### **FINDINGS**

The proposed amendment **would result** in a logical and orderly development pattern. The site will utilize the existing ingress/egress from Nine Mile Road, which is an arterial roadway contributing to the existing development pattern.

### **Criterion f., LDC Sec. 2-7.2(b)(4)**

#### **Effect on natural environment**

Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

### **FINDINGS**

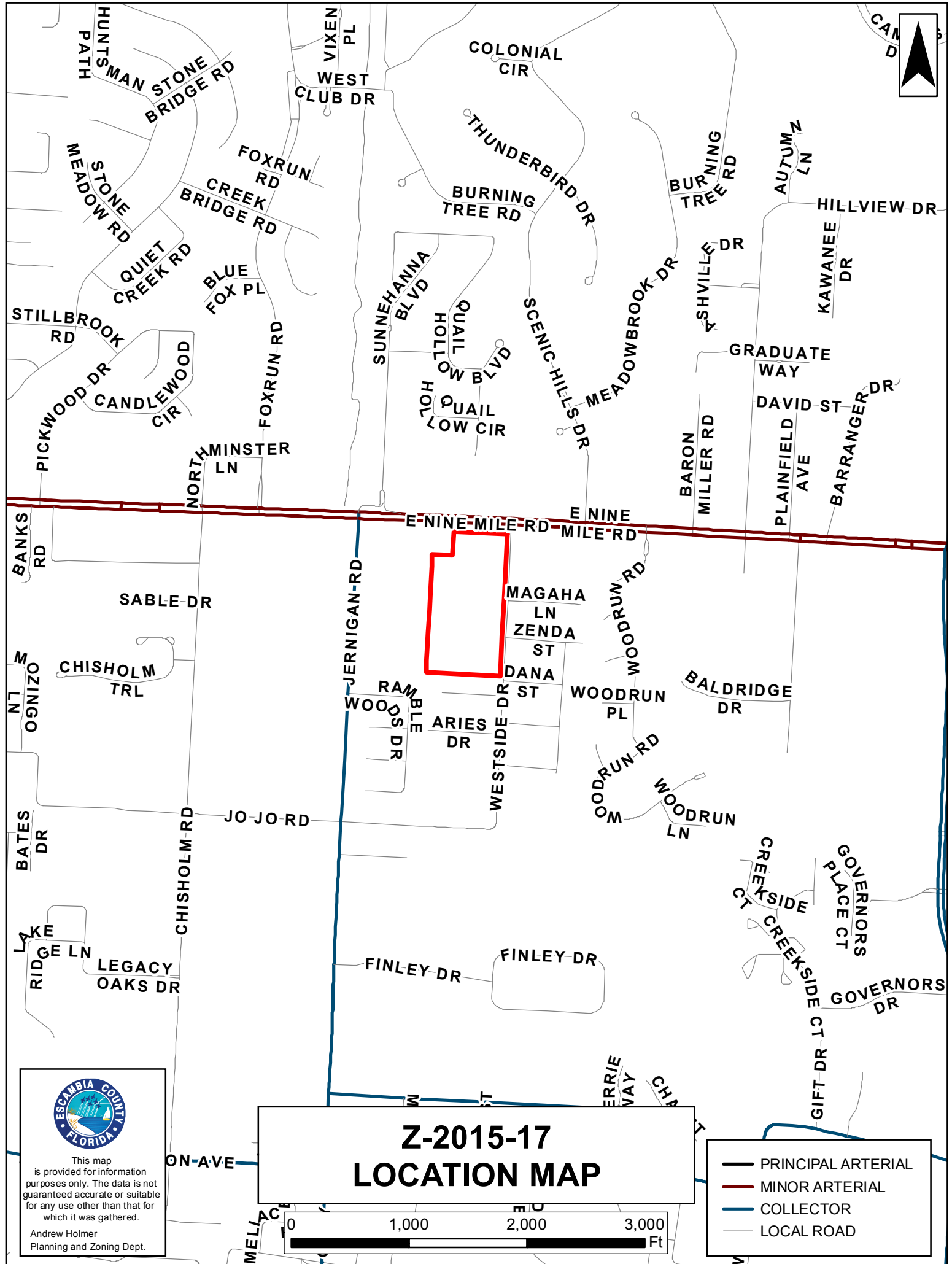
According to the National Wetland Inventory, wetlands and hydric soils **were not** indicated on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.


---

## **Attachments**

Z-2015-17

---



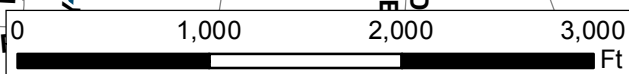


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

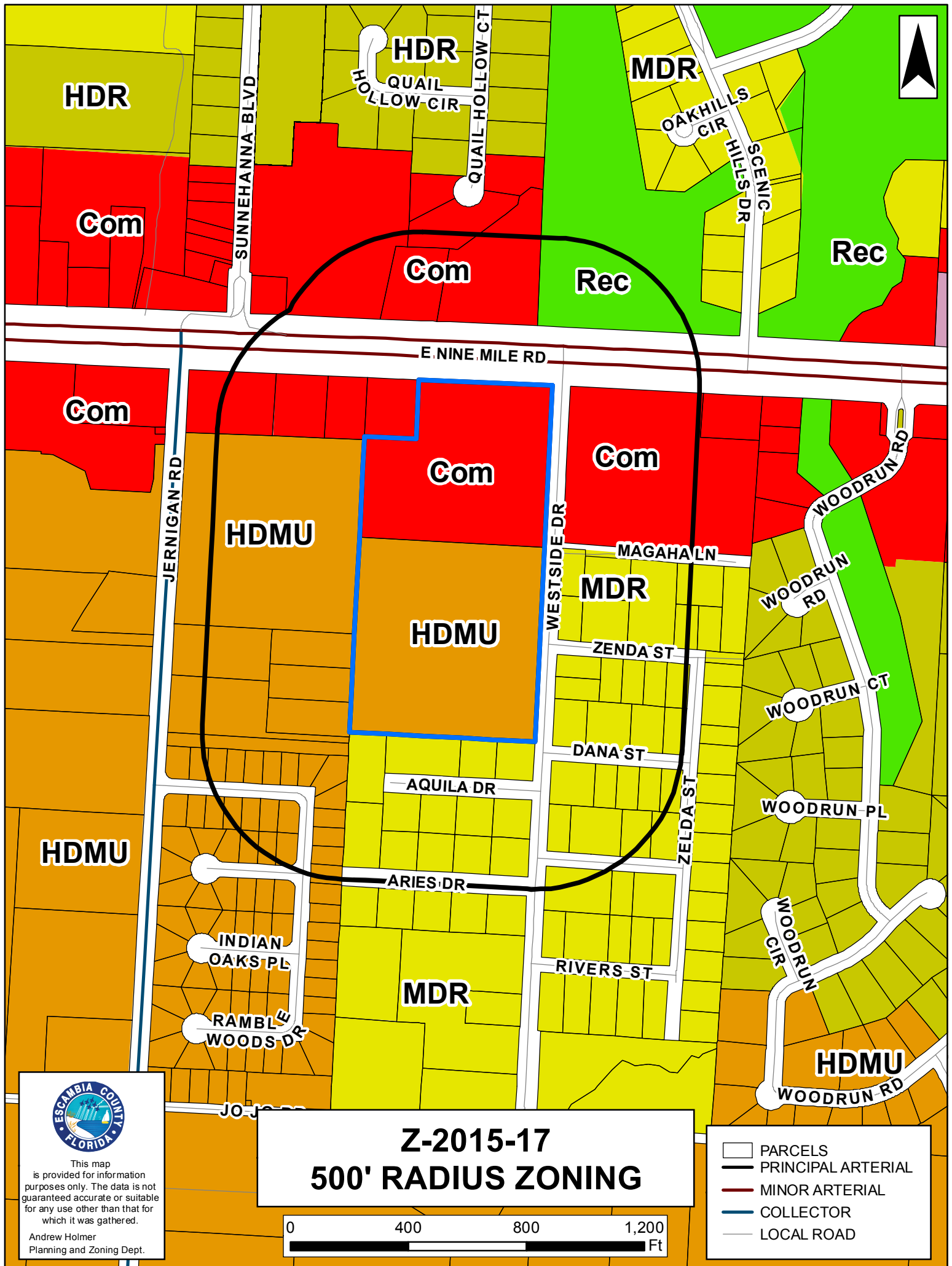
Andrew Holmer  
Planning and Zoning Dept.

# Z-2015-17

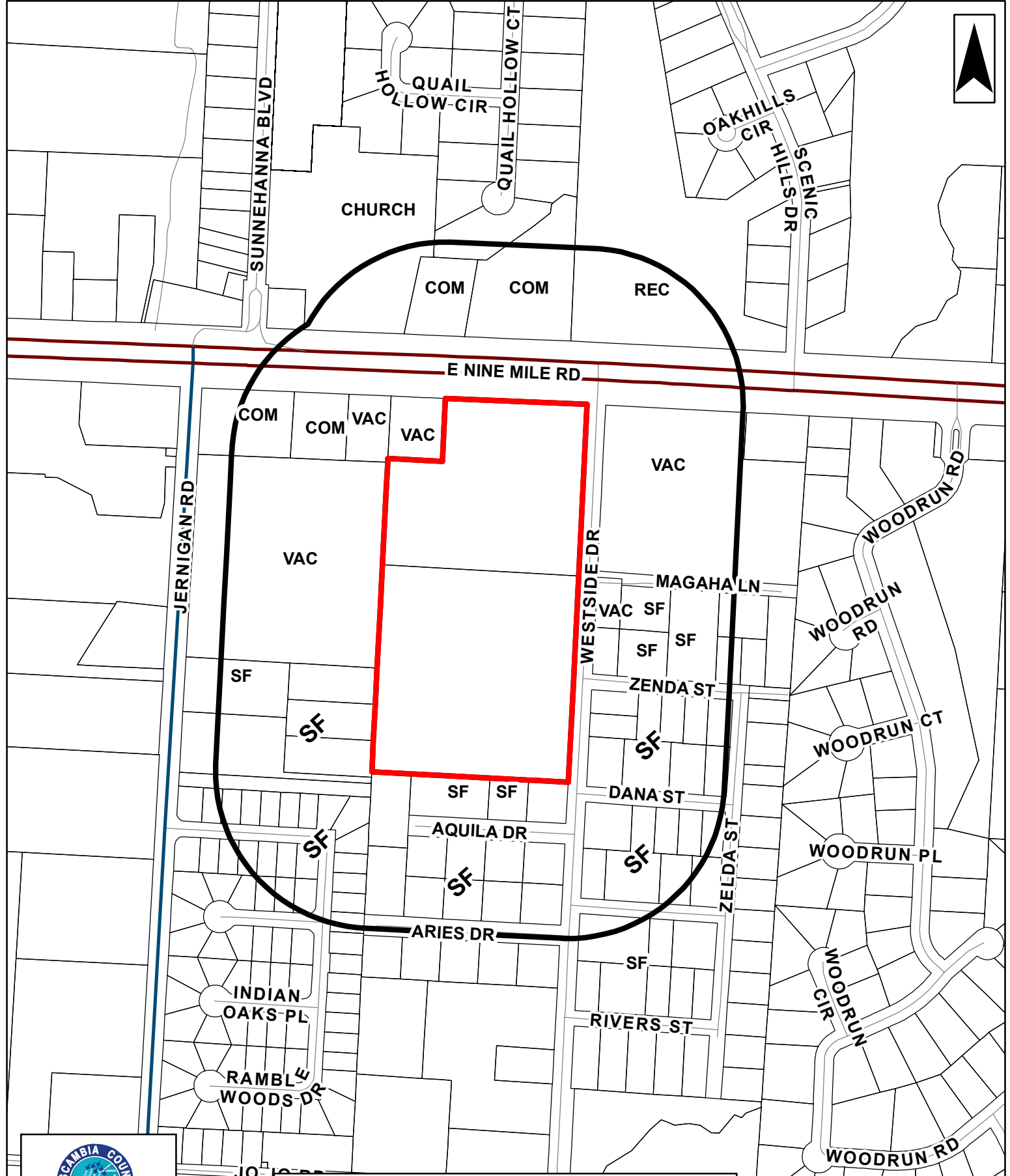
## LOCATION MAP




- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD







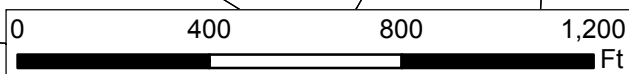


This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer  
Planning and Zoning Dept.

# Z-2015-17

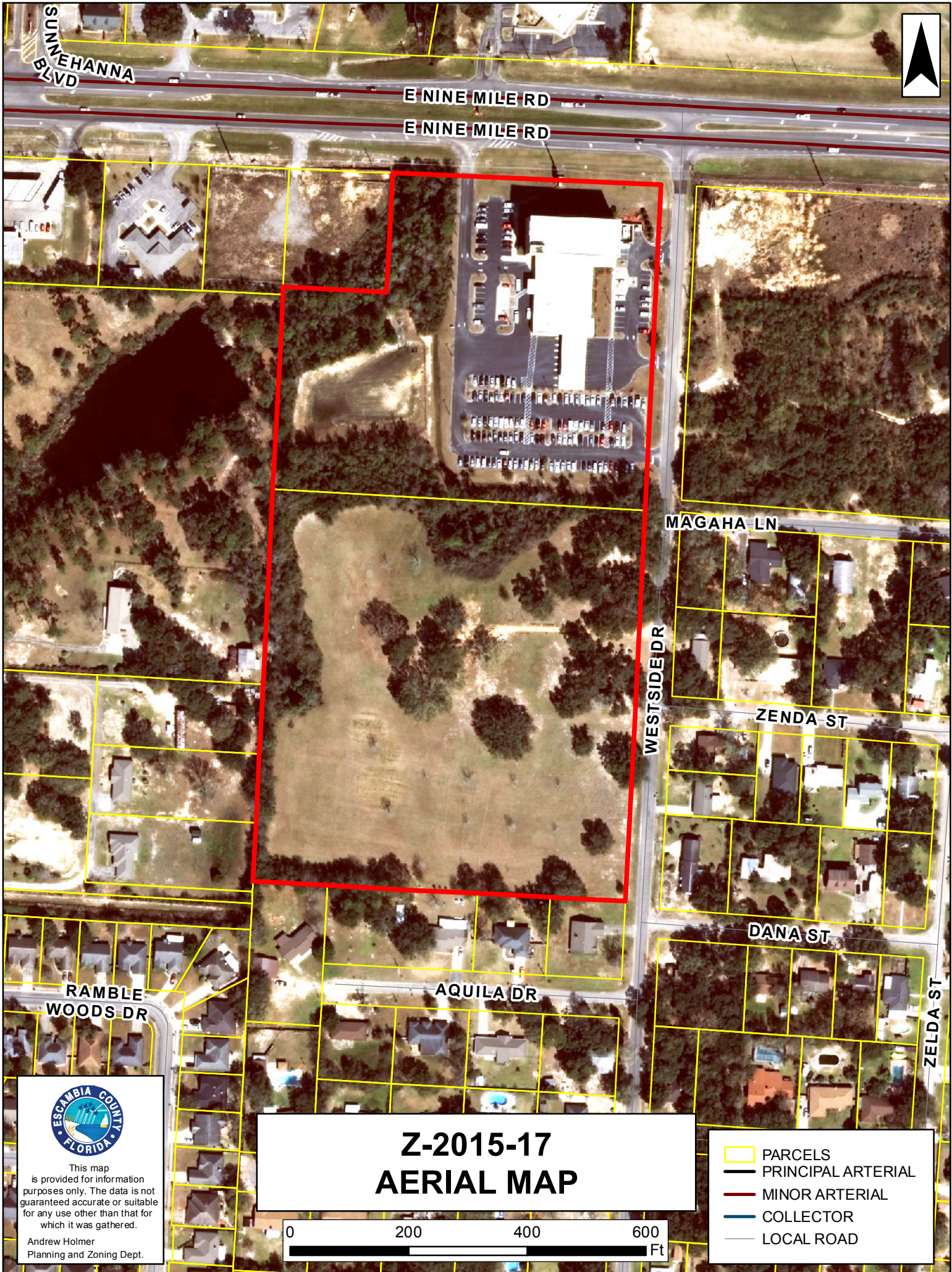
## EXISTING LAND USE



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








**Z-2015-17  
AERIAL MAP**

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



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

Andrew Holmer  
Planning and Zoning Dept.





Public Hearing Sign





**Looking into subject property**





**Looking Southwest into subject property**







**Looking across Westside Dr from subject property**





**Looking North toward commercial portion of property; existing credit union**





**Looking South along Westside drive**







**Looking North toward Nine Mile, from Westside Dr.**





# Development Services Department

Escambia County, Florida

## APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: \_\_\_\_\_

☐ Variance Request for: \_\_\_\_\_

☒ Rezoning Request from: HDMU to: COM

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

Owner(s) Name: Pen Air Federal Credit Union Phone: 850.505.3200

Address: 1495 E. Nine Mile Road, Pensacola, FL 32504

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

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

Property Address: 1495 E. Nine Mile Road, Pensacola, FL 32504

Property Reference Number(s)/Legal Description: 13-1S-30-12011-30002

By my signature, I hereby certify that:

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

Signature of Owner/Agent

Jonathan D. Green, Jr., E.I., Jehle-halstead, inc.

Printed Name Owner/Agent

8/11/2015

Date

Signature of Owner

Printed Name of Owner

Date

STATE OF

Florida

COUNTY OF

Santa Rosa

The foregoing instrument was acknowledged before me this 27 day of August 2015

by Jonathan Green Jr.

Personally Known ☐ OR Produced Identification ☒

Type of Identification Produced: FIN 6650-420-90-447-0

Signature of Notary

(notary seal must be affixed)

Patricia Johnson

Printed Name of Notary

FOR OFFICE USE ONLY

CASE NUMBER: 2-2015-17

Meeting Date(s): PB 10/6/15; 11/15-16 Accepted/Verified by: A. Cain

Fees Paid: \$1,270.50 Receipt #: \_\_\_\_\_ Permit #: PRZ 150900015





**Development Services Department**  
Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2015-17

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

**For Rezoning Requests Only**

Property Reference Number(s): 13-18-30-12011-30002

Property Address: 1495 E. Nine Mile Road, Pensacola, FL 32504

*506 9/9/15*

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 11th DAY OF August, YEAR OF 2015.

*M. D. Brewer* SUP  
PCU AIR PCU  
Signature of Property Owner

*Mark D. Brewer*  
Printed Name of Property Owner

*8/11/15*  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date





**Development Services Department**  
Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2015-17

**AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY**

As owner of the property located at 1495 E. Nine Mile Road, Pensacola, FL 32504,

Florida, property reference number(s) 13-1S-30-12011-30002

I hereby designate jehle-halstead, inc. for the sole purpose  
of completing this application and making a presentation to the:

☒ Planning Board and the Board of County Commissioners to request a rezoning on the above  
referenced property.

☐ Board of Adjustment to request a(n) \_\_\_\_\_ on the above referenced property.

This Limited Power of Attorney is granted on this 11<sup>th</sup> day of August the year of,  
2015, and is effective until the Board of County Commissioners or the Board of Adjustment has  
rendered a decision on this request and any appeal period has expired. The owner reserves the right to  
rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development  
Services Bureau.

Agent Name: Jonathan D. Green, Jr., E.I., jehle-halstead, inc. Email: jgreen@jehle-halstead.com

Address: 5414 Hwy 90, Milton, FL 32571 Phone: 850.992.9503 x106

M. D. Brewer <sup>SUP</sup>  
Signature of Property Owner <sub>PW RIF FW</sub>

Mark D. Brewer  
Printed Name of Property Owner

8/11/15  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August 20 15,  
by Mark D. Brewer

Personally Known ☒ OR Produced Identification ☐ Type of Identification Produced: \_\_\_\_\_

Jeryl House  
Signature of Notary

Jeryl House  
Printed Name of Notary

(Notary Seal)



**JERYL HOUSE**  
COMMISSION # FF183493  
EXPIRES: January 28, 2019



September 9, 2015  
150039

Escambia County Planning and Zoning  
3363 West Park Place  
Pensacola, FL 32505

**RE: Pen Air Federal Credit Union –1495 E. Nine Mile Road, Pensacola, FL 32504**  
**Property ID #13-1S-30-12011-30002**  
**Satisfaction of Rezoning Approval Conditions**

To Whom It May Concern –

In support of our application for rezoning of the subject property from its current zoning of High Density Mixed Use (HDMU) to a proposed zoning of Commercial (Com), we offer the following responses to each of the conditions of approval.

*A. Consistent with Comprehensive Plan. The proposed rezoning is consistent with the goals, objectives and policies of the Comprehensive Plan and not in conflict with any of its provisions.*

The proposed rezoning from High Density Mixed Use (HDMU) to Commercial (Com) will not create any conflicts with the Comprehensive Plan. The Future Land Use (FLU) designation for the parcel to be rezoned is Mixed Use-Urban. Under this FLU and for non-residential uses, the maximum allowable Floor Area Ratio (FAR) is the same for both the current and proposed zoning categories. The maximum FAR is 2.0 and the use proposed by Pen Air Federal Credit Union (PAFCU) would constitute a FAR of approximately 0.1. The proposed use will be a facility associated with the existing PAFCU building located on the corner of Nine Mile Road and Westside Drive, north of the subject property. The proposed development will be an infill of the existing property with a compatible use which will serve as a very aesthetic transitional use from the commercial properties along Nine Mile Road to the single family residential uses to the south of the site. The low intensity use of the site will allow for the preservation of existing trees to serve as natural buffers between the commercial and residential uses.

*B. Consistent with LDC. The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.*

The primary intent of both the HDMU and Com zoning districts of the County is to provide for the co-development of mixed commercial uses with higher density residential uses. As such, the proposed rezoning will not conflict with the stated purpose of the Land Development Code (LDC) or its provisions. Both the existing and proposed zoning districts allow banking as an acceptable use with the only difference being the maximize size of facilities allowed to be constructed. Under HDMU zoning a 35,000 sq. ft. banking building can be developed as a conditional use. PAFCU did consider the possibility of constructing two 35,000 sq. ft. buildings and in consideration of the overall character of the subject property felt that a single 50,000 sq. ft. building would be less intrusive. Additionally a single building would provide more opportunities for preserving the natural beauty of the site, mitigate overall storm water impacts by reducing building and parking footprints and better maintain vegetated buffer areas adjacent to the residential properties along Westside Drive and common property lines to the south and west.

September 9, 2015

Pen Air Federal Credit Union – 1495 E. Nine Mile Road, Pensacola, FL 32504

Satisfaction of Rezoning Approval Conditions

Page 2 of 3

With respect to site and building requirements, the allowable thresholds in the LDC are the same for HDMU and Com districts as far as Floor Area Ratio (FAR), structure height and lot area are concerned. Comparing HDMU to Com zoning there are slight differences between the allowable lot coverage and the minimum building setbacks. The low intensity development planned by PAFCU will not exceed 60% lot coverage and the building setback will be approximately 40 feet, both of which exceed the requirements of the proposed Com zoning regulations.

As far as locational criteria is concerned, both the HDMU and Com zoning requirements are met by infill development. The subject property will be joined with the PAFCU property to its north, allowing Nine Mile Road to serve as an arterial street to both the existing and planned PAFCU developments. The planned use of the subject parcel is infill growth, defined by compact development as opposed to strip commercial development.

*C. Compatibility. All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.*

Most of the land uses that are allowed in the proposed Com zoning district are also allowed in the existing HDMU district either as a standard or conditional use. The only exceptions are that light industrial uses such as warehousing and printing operations, agricultural uses such as food production, nurseries and veterinary clinics, and other miscellaneous uses such as billboards, parking garages and self-storage facilities, are allowed uses under Com zoning. PAFCU will be using the subject property for an extension of its existing adjoining banking operations, a use allowed in both HDMU and Com zoning districts. The only purpose of the proposed rezoning is to allow the construction of a single 50,000 sq. ft. building rather than multiple smaller buildings.

*D. Changed conditions. The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.*

The general area along Nine Mile Road in proximity to the subject parcel has grown steadily over an extended period, including the development of a variety of commercial uses including general office space, small retail shops, large retail centers, restaurants and varying types of retail services. This trend seems to be continuing with the possible location of a Wal-Mart development on the corner of Nine Mile Road and Westside Drive immediately to the east of the subject property. It would be in the public interest to approve this rezoning so PAFCU can expand its operations at a single, existing PAFCU location rather than having to develop multiple and separate PAFCU sites. Impacts to public infrastructure will be minimized by doing this so that use of existing facilities can be maximized.



September 9, 2015

Pen Air Federal Credit Union – 1495 E. Nine Mile Road, Pensacola, FL 32504

Satisfaction of Rezoning Approval Conditions

Page 3 of 3

*E. Development patterns.* *The proposed rezoning would contribute to or result in a logical and orderly development pattern.*

The proposed rezoning of the subject property will enhance the logical and orderly development of the site. Rezoning will allow the planned development to better serve as an extension of the existing PAFCU operations on the existing site to the north. Internal circulation of vehicular and pedestrian traffic will minimize impacts to adjoining rights-of-way. Sharing of common open spaces for the preservation of natural elements will be more effective. The low intensity use of the rezoned subject property will provide a gradual transitional use from the more intense commercial uses along Nine Mile Road to the single-family residential uses south on Westside Drive.

*F. Effect on natural environment.* *The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.*

The rezoning of the subject property will not increase the probability of adverse impacts on the environment. Under both the existing HDMU zoning and the proposed Com classification the allowable FAR and maximum building height are the same, meaning the same total gross floor space could be built under either zoning. Under HDMU the typical maximum building size is 6,000 sq. ft., increasing to 35,000 sq. ft. with a conditional use approval. Under Com there is no maximum building size for retail uses. In that PAFCU desires to gain approximately 50,000 sq. ft. of floor space, it is more environmentally compatible to do this as one larger building rather than multiple smaller buildings based on the savings in construction materials, minimization of site impact area, reduction in energy consumption and the ability to optimize the placement of a single building on the subject site to maximize protection of trees and other natural features.

Pen Air recognizes there are environmentally sensitive areas on the site and the ESA's have already been formally identified in the field. The planned development will minimize and mitigate impacts to all ESA's through avoidance and preservation of natural buffers around such areas as required by local, state and federal code.

We hope this narrative has sufficiently addressed our burden of proving the proposed rezoning complies with the County's conditions for approval. If you require any additional information or clarification related to this discussion, please do not hesitate to contact me directly in my office at 850.994.9503 x107, on my cell phone at 850.293.8000 or by email at [pjehle@jehle-halstead.com](mailto:pjehle@jehle-halstead.com). Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Patrick Jehle, Jr.", with a stylized, cursive script.

D. Patrick Jehle, Jr., P.E.

Vice President / Operations Manager

This Document Prepared By and Return to:  
Edsel F. Matthews, Jr., P.A.  
308 S. Jefferson Street  
Pensacola, FL 32502

Parcel ID Number: 131S301201130002

## Warranty Deed

This Indenture, Made this 20th day of November, 2007 A.D., Between  
Westside 9.52, LLC, a Florida limited liability company

of the County of Santa Rosa, State of Florida, grantor, and  
Pen Air Federal Credit Union

whose address is: 1495 East Nine Mile Road, Pensacola, FL 32514

of the County of Escambia, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of Escambia, State of Florida to wit:

Lots 13 and 14, Block 2, Section 13, Township 1 South, Range 30 West,  
Escambia County, Florida, according to plat of said subdivision in  
Dee dBook 89, Page 274, of the Public Records of said County.

Subject to restrictions, reservations and easements of record, if  
any, and taxes subsequent to 2007.

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

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Westside 9.52, LLC, a Florida  
limited liability company

By: Olin M. Belsinger, Jr. (Seal)  
Olin M. Belsinger, Jr., Manager  
P.O. Address: 1311 Soundview Trail, Gulf Breeze, FL 32561

Lori Landrum  
Printed Name: Lori Landrum  
Witness

Lisa Novak  
Printed Name: Lisa Novak  
Witness

STATE OF Florida  
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 20th day of November, 2007 by  
Olin M. Belsinger, Jr., Manager of Westside 9.52, LLC, a Florida  
limited liability company

he is personally known to me or he has produced his Florida driver's license as identification.

Lori Carpenter Landrum  
Notary Public, State Of Florida  
Commission Expires Oct. 27, 2010  
M. No. DD600385

[Signature]  
Printed Name:  
Notary Public  
My Commission Expires:

[ECPA Home](#)

## Chris Jones Escambia County Property Appraiser

[Real Estate  
Search](#)
[Tangible Property  
Search](#)
[Sale  
List](#)
[Amendment 1/Portability  
Calculations](#)
[Back](#)
[←](#) [Navigate Mode](#) [Account](#) [Reference](#) [→](#)
[Printer Friendly Version](#)**General Information**

**Reference:** 131S301201150002  
**Account:** 021723000  
**Owners:** PEN AIR FEDERAL CREDIT UNION  
**Mail:** NAVAL AIR STATION BLDG 3464  
 21 CUNNINGHAM ST  
 PENSACOLA, FL 32508  
**Situs:** 1495 E NINE MILE RD 32514  
**Use Code:** FINANCIAL, BANK   
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)  
 Tax Inquiry link courtesy of Janet Holley  
 Escambia County Tax Collector

**Assessments**

Year	Land	Imprv	Total	Cap Val
2015	\$821,100	\$3,933,465	\$4,754,565	\$4,754,565
2014	\$821,100	\$3,907,114	\$4,728,214	\$4,728,214
2013	\$821,100	\$3,763,488	\$4,584,588	\$4,584,588

[Disclaimer](#)[Amendment 1/Portability Calculations](#)**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1996	3922	310	\$450,000	WD	<a href="#">View Instr</a>

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

**2015 Certified Roll Exemptions**

None

**Legal Description**

LTS 15 16 BLK 2 OR 3922 P 310 S/D PLAT DB 89 P 274  
 LESS OR 4 58 P 121/123/125 COUNTY RD R/W LESS OR  
 4729 P 592 BLOOMFIELD

**Extra Features**

ASPHALT PAVEMENT  
 CHAINLINK FENCE  
 CONCRETE PAVING  
 CONCRETE WALKS  
 ELEVATOR  
 MASONRY WALL/FENCE  
 PARKING LIGHT  
 VAULT  
 WOOD FENCE

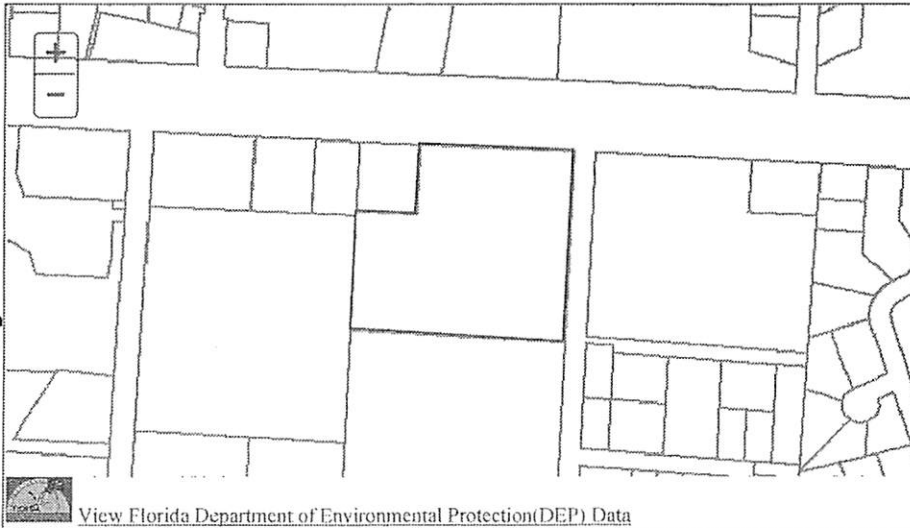
**Parcel Information**[Launch Interactive Map](#)

**Section Map Id:**  
 13-1S-30-1

**Approx. Acreage:**  
 7.1400

**Zoned:**   
 Com

**Evacuation & Flood Information**  
[Open Report](#)

[View Florida Department of Environmental Protection \(DEP\) Data](#)**Buildings**

Address: 1495 E NINE MILE RD, Year Built: 1998, Effective Year: 1998



[ECPA Home](#)

# Chris Jones

## Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)
[Navigate Mode](#) ☒ [Account](#) ☐ [Reference](#)
[Printer Friendly Version](#)

### General Information

**Reference:** 131S301201130002  
**Account:** 021722000  
**Owners:** PEN AIR FEDERAL CREDIT UNION  
**Mail:** 1495 E NINE MILE RD  
 PENSACOLA, FL 32514  
**Situs:** 9021 WESTSIDE DR 32514  
**Use Code:** VACANT COMMERCIAL   
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)  
 Tax Inquiry link courtesy of Janet Holley  
 Escambia County Tax Collector

### Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$454,100	\$0	\$454,100	\$454,100
2014	\$454,100	\$0	\$454,100	\$454,100
2013	\$454,100	\$0	\$454,100	\$454,100

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

### Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/20/2007	6251	301	\$1,225,000	WD	<a href="#">View Instr</a>
04/2006	5893	445	\$850,000	WD	<a href="#">View Instr</a>
02/1980	1417	531	\$100	WD	<a href="#">View Instr</a>

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

### 2015 Certified Roll Exemptions

None

### Legal Description

LTS 13 14 BLK 2 S/D PLAT DB 89 P 274 OR 6251 P 301  
 OR 6217 P 71 BOUNDARY LINE AGREEMENT LE SS OR  
 451 P 789 COUNTY RD R/W

### Extra Features

None

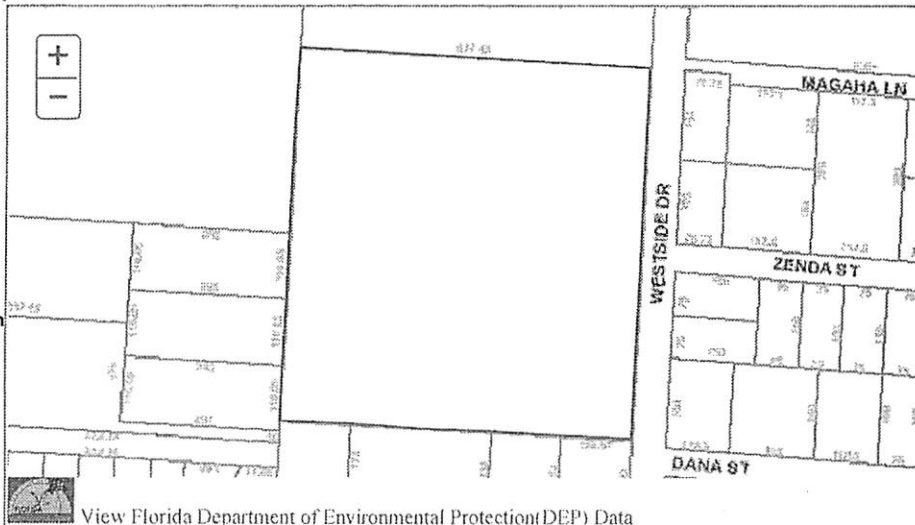
### Parcel Information

**Section**  
**Map Id:**  
 13-1S-30-1

**Approx. Acreage:**  
 9.5600

**Zoned:**   
 HDMU

**Evacuation & Flood Information**  
[Open Report](#)

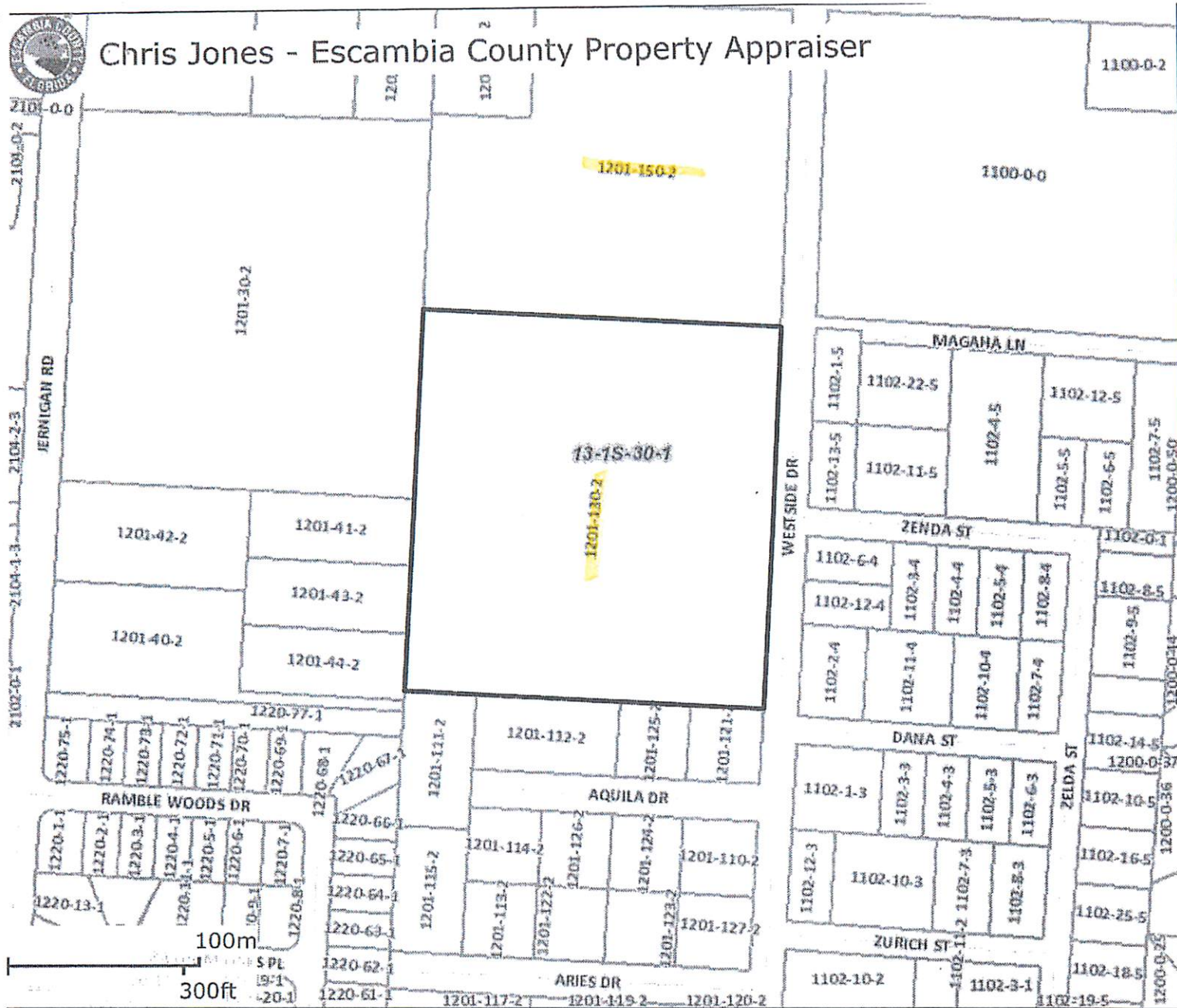


[View Florida Department of Environmental Protection \(DEP\) Data](#)

### Buildings

[Images](#)





Source: Escambia County Property Appraiser

← Navigate Mode ☒ Account ☐ Reference  
 →

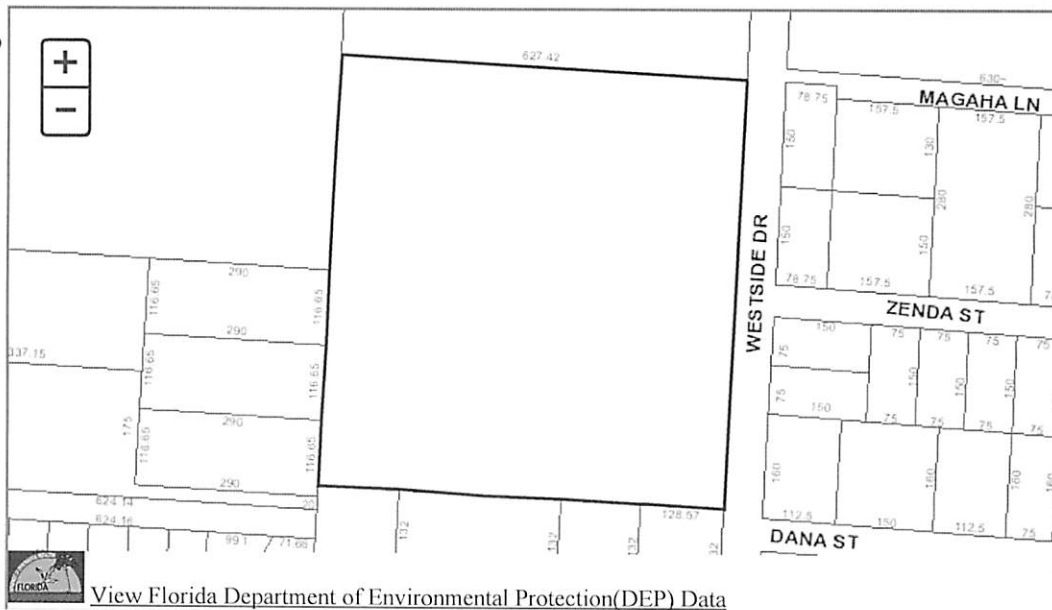
[Restore Full Page Version](#)

<b>General Information</b> <b>Reference:</b> 131S301201130002 <b>Account:</b> 021722000 <b>Owners:</b> PEN AIR FEDERAL CREDIT UNION <b>Mail:</b> 1495 E NINE MILE RD PENSACOLA, FL 32514 <b>Situs:</b> 9021 WESTSIDE DR 32514 <b>Use Code:</b> VACANT COMMERCIAL <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>\$454,100</td> <td>\$0</td> <td>\$454,100</td> <td>\$454,100</td> </tr> <tr> <td>2014</td> <td>\$454,100</td> <td>\$0</td> <td>\$454,100</td> <td>\$454,100</td> </tr> <tr> <td>2013</td> <td>\$454,100</td> <td>\$0</td> <td>\$454,100</td> <td>\$454,100</td> </tr> </tbody> </table> <p align="center"><a href="#">Disclaimer</a></p> <p align="center"><a href="#">Amendment 1/Portability Calculations</a></p>	Year	Land	Imprv	Total	Cap Val	2015	\$454,100	\$0	\$454,100	\$454,100	2014	\$454,100	\$0	\$454,100	\$454,100	2013	\$454,100	\$0	\$454,100	\$454,100				
Year	Land	Imprv	Total	Cap Val																					
2015	\$454,100	\$0	\$454,100	\$454,100																					
2014	\$454,100	\$0	\$454,100	\$454,100																					
2013	\$454,100	\$0	\$454,100	\$454,100																					
<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>11/20/2007</td> <td>6251</td> <td>301</td> <td>\$1,225,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>04/2006</td> <td>5893</td> <td>445</td> <td>\$850,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>02/1980</td> <td>1417</td> <td>531</td> <td>\$100</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers          Escambia County Clerk of the Circuit Court and          Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	11/20/2007	6251	301	\$1,225,000	WD	<a href="#">View Instr</a>	04/2006	5893	445	\$850,000	WD	<a href="#">View Instr</a>	02/1980	1417	531	\$100	WD	<a href="#">View Instr</a>	<b>2015 Certified Roll Exemptions</b> None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
11/20/2007	6251	301	\$1,225,000	WD	<a href="#">View Instr</a>																				
04/2006	5893	445	\$850,000	WD	<a href="#">View Instr</a>																				
02/1980	1417	531	\$100	WD	<a href="#">View Instr</a>																				
<b>Legal Description</b> LTS 13 14 BLK 2 S/D PLAT DB 89 P 274 OR 6251 P 301 OR 6217 P 71 BOUNDARY LINE AGREEMENT LE SS OR 451 P 789 COUNTY RD R/W																									
<b>Extra Features</b> None																									

**Parcel Information**[Launch Interactive Map](#)**Section Map**
 Id:  
 13-1S-30-1

 Approx.  
 Acreage:  
 9.5600

 Zoned:  
 HDMU

 Evacuation  
 & Flood  
 Information  
[Open Report](#)
[View Florida Department of Environmental Protection\(DEP\) Data](#)



Buildings
Images



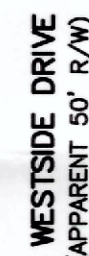
5/21/02



5/21/02

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





1.-DISTANCES ARE BASED ON U.S. STANDARD FOOT.  
2.-BEARINGS ARE BASED ON THE SOUTH LINE OF SUBJECT PARCEL AS SHOWN ON PREVIOUS SURVEY.  
3.-THESE BEARINGS RELATE TO THE SURVEY MADE BY GARY F. BYRD, DATED 4/25/06, FINAL PLAN OF CAPPELLA HEIGHTS, PLAT BOOK 5, MAP OF STATE ROAD 10, SECTION 4800, DATE 11/5/70. BOUNDARY LINE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6217, PAGE 71.  
4.-THIS IS A TRUE AND CORRECT CERTIFICATE OF AUTHORIZATION NUMBER FBR JEHLE-HALSTEAD, INC. IS LB 7483.  
5.-THE PROPERTY SHOWN HEREIN LIES IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD ZONE BY THE FLOOD INSURANCE RATE MAP OF THE AGENCY'S FLOOD INSURANCE RATE MAP NUMBER 12033C0315G, DATED SEPTEMBER 29, 2006.

```

B1 Δ .....SET 60d NAIL AT WETLAND FLAG & FLAG IDENTIFICATION
    ○ .....FOUND 4' SQUARE CONCRETE MONUMENT NO IDENTIFICATION
    ○ .....FOUND 1/2" IRON ROD NO IDENTIFICATION
    ✕ .....POWER POLE
    ◇ .....WATER METER

LB .....LICENSED BUSINESS NUMBER
FDOT .....FLORIDA DEPARTMENT OF TRANSPORTATION
R/W .....RIGHT-OF-WAY

```

DESCRIPTION OF RECORD - OFFICIAL RECORDS BOOK 6251, PAGE 301;  
LOTS 13 AND 14, BLOCK 2, SECTION 13, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA  
COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION IN DEED BOOK 89, PAGE  
274, OF THE PUBLIC RECORDS OF SAID COUNTY.

WEST WETLAND LINE TABLE		
Line #	Length	Direction
L20	12.73'	N89° 59' 08"W
L21	32.66'	S61° 29' 22"E
L22	15.14'	N85° 23' 40"E
L23	31.95'	N23° 11' 19"E
L24	31.32'	N14° 08' 10"W
L25	44.44'	N16° 35' 36"W
L26	47.19'	N25° 57' 07"W
L27	69.62'	N23° 46' 00"W

[illegible]

**SURVEYORS CERTIFICATE:**  
I CERTIFY THAT THE SURVEY SHOWN HEREIN TO BE CORRECT AND COMPLES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Valid only with embossed seal

Revisions	
Date	Description

Designed By

Drawn By: SGE

Checked By:

Job No.:  
150039.S000

Date: 8/25/15

Scale:  
 $1'' = 40'$

FIELD DATE: 8/24/15  
CREW: DC/SS/JS  
CREW:

CREW: FB DC1 PG 34  
FB        PG       

---

**j h i ehle-halstead, inc.**  
Civil Engineering and Surveying

BOUNDARY SURVEY  
A PORTION OF SECTION 13  
TOWNSHIP 1 SOUTH, RANGE 30 WEST,  
ESCAMBIA COUNTY, FLORIDA  
FOR  
PEN AIR FEDERAL CREDIT UNION





## Development Services Department

### Building Inspections Division

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

## RECEIPT

Receipt No. : **644264**

Date Issued. : 09/01/2015

Cashier ID : CASTILLS

Application No. : PRZ150900015

Project Name : Z-2015-17

Address : 5414 HIGHWAY 90  
Milton, FL, 32571

### PAYMENT INFO

Method of Payment	Reference Document	Amount Paid	Comment
Check	142192	\$1,270.50	App ID : PRZ150900015
		<b>\$1,270.50</b>	Total Check

Received From : PEN AIR FEDERAL CREDIT UNION

Total Receipt Amount : **\$1,270.50**

Change Due : \$0.00

### APPLICATION INFO

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ150900015	735306	1,270.50	\$0.00	9021 WESTSIDE DR, PENSACOLA, 32514

<b>Total Amount :</b>	<b>1,270.50</b>	\$0.00	Balance Due on this/these Application(s) as of 9/8/2015
-----------------------	-----------------	--------	--



Z-2015-18

## Planning Board-Rezoning

5. D.

**Meeting Date:** 10/06/2015  
**CASE :** Z-2015-18  
**APPLICANT:** John F. and Mae H. Dean, Owners  
**ADDRESS:** 4850 Mobile Hwy  
**PROPERTY REF. NO.:** 15-2S-30-1000-001-037  
**FUTURE LAND USE:** C, Commercial  
**DISTRICT:** 2  
**OVERLAY DISTRICT:** N/A  
**BCC MEETING DATE:** 11/05/2015

---

### **SUBMISSION DATA:**

#### **REQUESTED REZONING:**

**FROM:** Com, Commercial district (25 du/acre)

**TO:** HC/LI-NA, Heavy Commercial and Light Industrial district, designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. (Dwelling unit density limited to vested residential development.)

#### **RELEVANT AUTHORITY:**

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

### **APPROVAL CONDITIONS**

#### **Criterion a., LDC Sec. 2-7.2(b)(4)**

##### **Consistent with Comprehensive Plan**

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan's provisions.

#### **Comprehensive Plan Policy (CPP) Future Land Use (FLU) 1.1.1 Development**

**Consistency.** New development and redevelopment in unincorporated Escambia County will be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).

**CPP FLU 1.3.1 Future Land Use Categories.** The Commercial (C) category is intended for

professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

**CPP 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 (MU-S), Mixed-Use Urban (MU-U), Commercial and Industrial FLU districts categories (with the exception of residential development).

## **FINDINGS**

The proposed amendment to HC/LI-NA **is consistent** with the intent and purpose of the Commercial FLU category, as stated in CPP FLU 1.1.1. The range of allowed uses provides for retail and services, professional office and light industrial. Staff has reviewed previous activities at the location of the subject parcel and conclude that the proposed site redevelopment would promote the efficient use of existing roads, utilities and infrastructure, meeting the requirements of CPP 1.5.1. Compatibility with other specific sections of the Comprehensive Plan will be addressed once the applicant submits a project to the Site Plan Review process.

### **Criterion b., LDC Sec. 2-7.2(b)(4)**

#### **Consistent with The Land Development Code**

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

### **Sec. 3-2.10 Commercial district (Com).**

**(a) Purpose.** The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

### **Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).**

**(a) Purpose.** The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.



**(e) Location criteria.** All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

**(1) Proximity to intersection.** Along an arterial street and within one-quarter mile of its intersection with an arterial street.

**(2) Site design.** Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

- a. Not abutting a RR, LDR or MDR zoning district
- b. Any intrusion into a recorded residential subdivision is limited to a corner lot
- c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.
- d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
- e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

**(3) Documented compatibility.** A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

- a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
- b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

**(f) Rezoning to HC/LI.**

**(1) Generally.** Heavy Commercial and Light Industrial zoning may be established only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

**(2) HC/LI-NA designation.** Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

## **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The parcel is located along Mobile Hwy, an arterial roadway and part of the local transportation network. The area along Mobile hwy is commercially intense and the permitted uses under the zoning would be compatible with the existing commercial character of the area; the parcel does not abut any residential zoning districts. All of the specific development standards will be analyzed once the applicant submits a project for review.

### **Criterion c., LDC Sec. 2-7.2(b)(4)**

#### **Compatible with surrounding uses**

Whether all land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning.

## **FINDINGS**

The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts Medium Density Residential and Commercial. During the site visit staff identified 26 single family residences, one mobile home, 18 commercial properties and one stormwater management pond parcel owned by FDOT.

### **Criterion d., LDC Sec. 2-7.2(b)(4)**

#### **Changed conditions**

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

## **FINDINGS**

Staff **found changed** conditions that would impact the amendment or property(s). The property received a Conditional Use approval, Case CU-2007-11, on June 2007 for the sale of used automobiles.

### **Criterion e., LDC Sec. 2-7.2(b)(4)**

#### **Development patterns**

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

## **FINDINGS**

The proposed amendment **would** result in a logical and orderly development pattern. The parcel's location is compatible with the established criteria and requirements for rezoning to HC/LI-NA. The Mobile Highway corridor is heavily traveled and commercially populated, making the area a prime location for business development. Although all of

the supporting infrastructure is available the site is currently been underutilized. The amendment would permit for additional uses and could provide infill development of similar intensity as the existing commercial activities of the surrounding properties.

**Criterion f., LDC Sec. 2-7.2(b)(4)**

**Effect on natural environment**

Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

**FINDINGS**

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

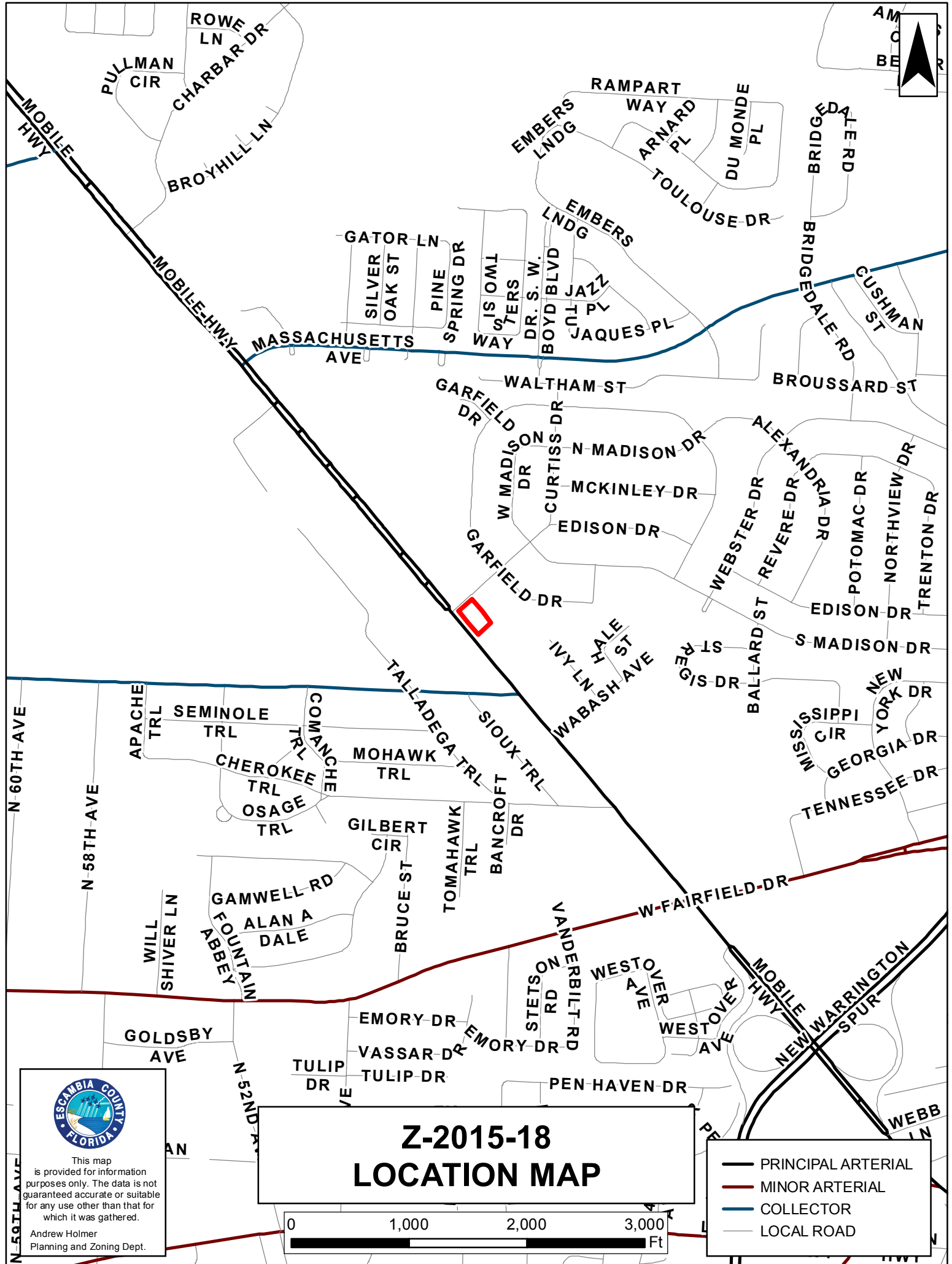
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**Attachments**

Z-2015-18

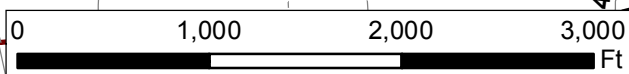
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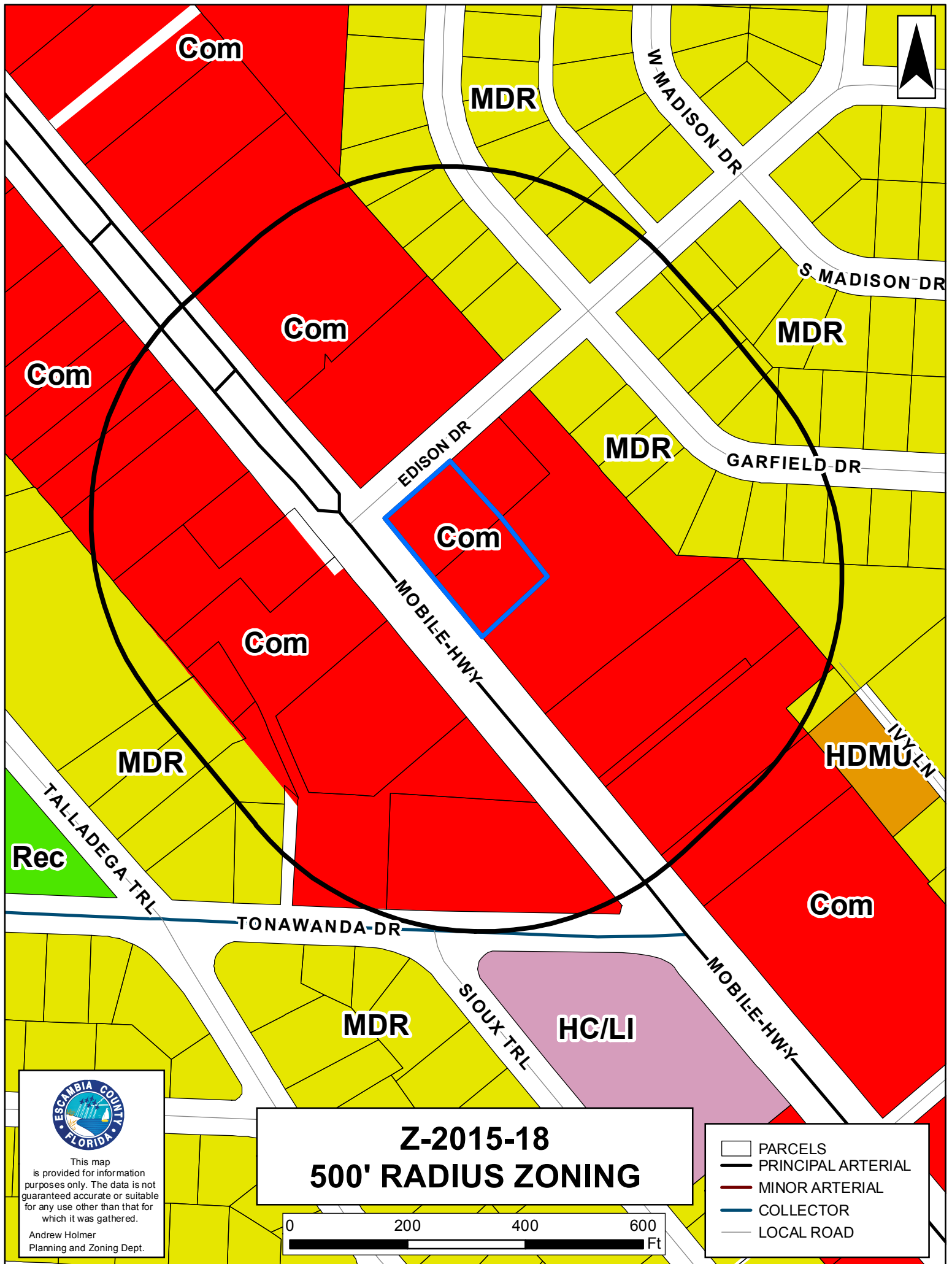


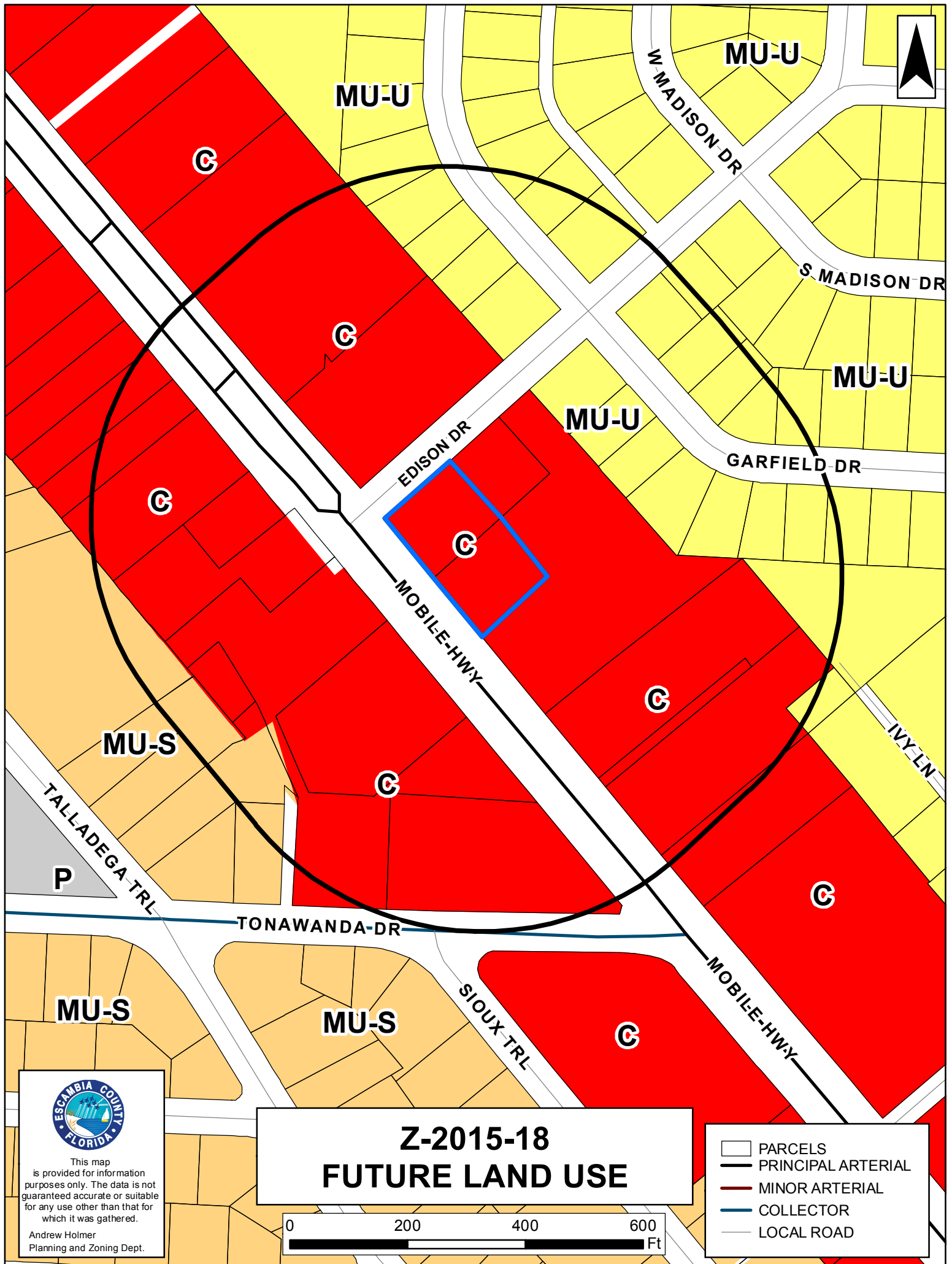
  
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.  
Andrew Holmer  
Planning and Zoning Dept.

# Z-2015-18 LOCATION MAP

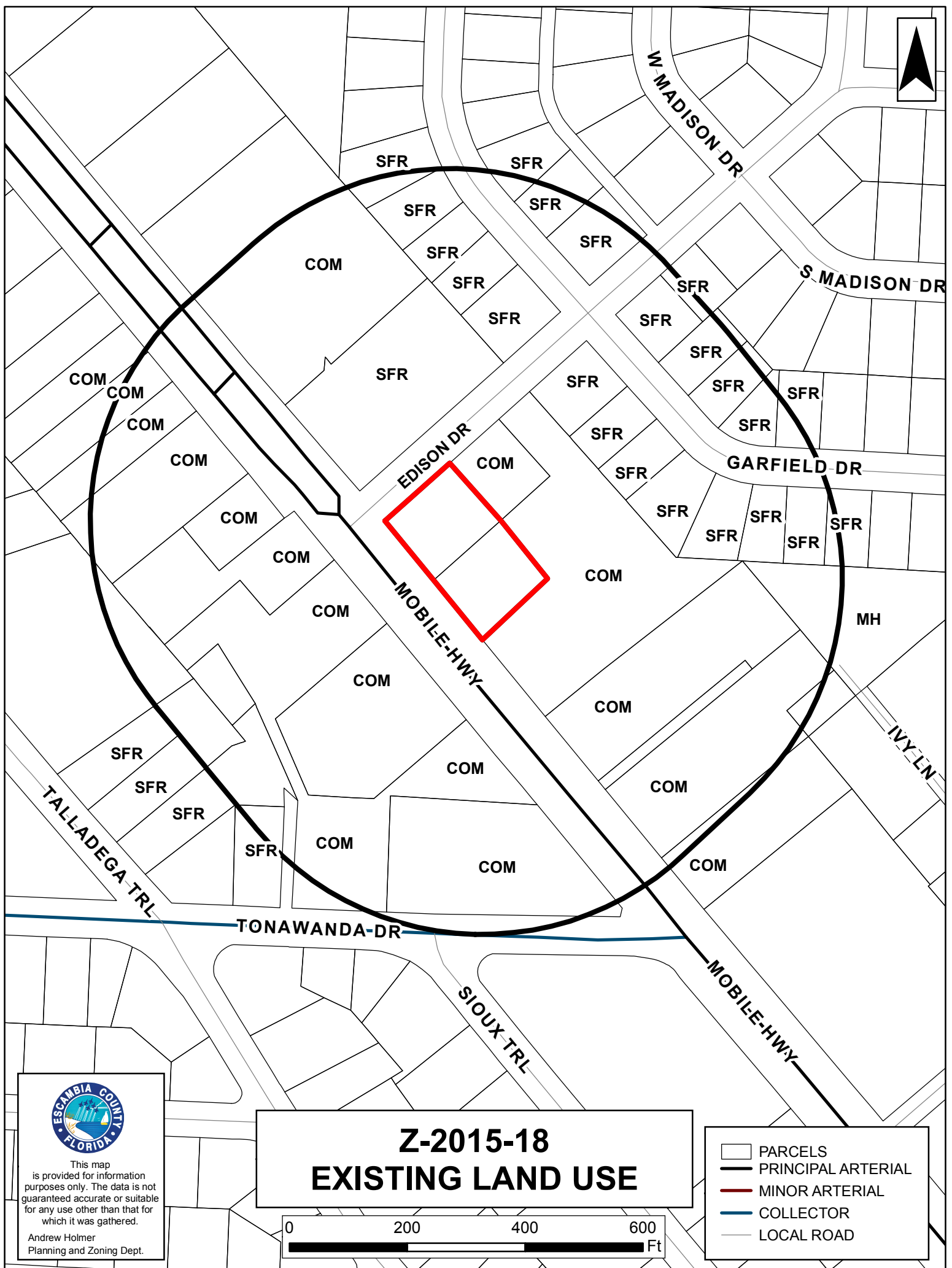


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD











EDISON DR

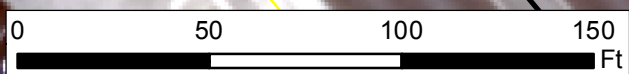
MOBILE HWY



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

Andrew Holmer  
Planning and Zoning Dept.

# Z-2015-18 AERIAL MAP

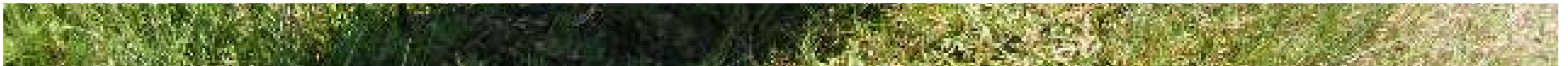


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD





Public Hearing Sign







Looking West





**Looking Southwest across Mobile Hwy**





**Looking Southeast on Mobile Hwy**





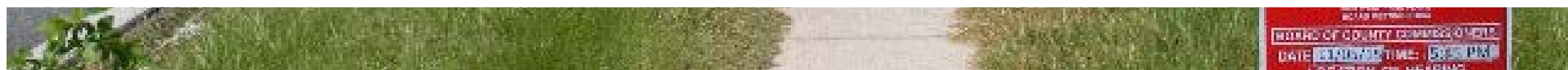


**Looking South**





Looking Northwest along Mobile Hwy





**Looking Northeast onto parcel**







**Looking Northeast along Edison Road**





Looking North





Looking East





## Rezoning - 4850 Mobile Hwy

DEAN Realty Co, Inc., and John & MAE Dean, are requesting a zoning change for 4850 Mobile Hwy. The property is zoned Commercial and we are requesting a change to HC/LI.

The proposed rezoning is consistent with the Comprehensive Plan.

The proposed rezoning is consistent with the Land Development Code.

The proposed rezoning is compatible with the other businesses on Mobile Hwy. It will not be inconsistent with the surrounding property.

No conditions have changed on Mobile Hwy.

This zoning change is a logical development for Mobile Hwy.

There will not be any effect on the natural environment.

Thank you for your consideration, Mae Dean





# Development Services Department

Escambia County, Florida

## APPLICATION

Please check application type:

☐ Administrative Appeal

☐ Development Order Extension

☐ Conditional Use Request for: \_\_\_\_\_

☐ Variance Request for: \_\_\_\_\_

☒ Rezoning Request from: COM to: HC/LINA

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

Owner(s) Name: MAE DEAN - DEAN REALTY Phone: 982.5715

Address: P.O. Box 17266 Pens., FL 32522 Email: MAEHDEAN492@yahoo.com

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

Property Address: 4850 Mobile Hwy

Property Reference Number(s)/Legal Description: 152530-1000-001-037

By my signature, I hereby certify that:

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

Signature of Owner/Agent

Printed Name Owner/Agent

Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of September 20 15.

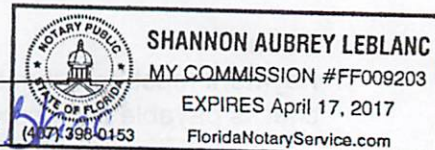
by Mae Dean

Personally Known ☒ OR Produced Identification ☐ Type of Identification Produced: \_\_\_\_\_

Signature of Notary

(notary seal must be affixed)

Printed Name of Notary



### FOR OFFICE USE ONLY

CASE NUMBER: 2-2015-18

Meeting Date(s): PB 10/6, BCC 11/5 Accepted/Verified by: A Cam Date: 9/4/15

Fees Paid: \$ 1,270.50 Receipt #: \_\_\_\_\_ Permit #: PRZ 15 0900016





# Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2015-18

## CONCURRENCY DETERMINATION ACKNOWLEDGMENT

### For Rezoning Requests Only

Property Reference Number(s): 152530-1000-001-037

Property Address: 4850 Mobile Hwy

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 2 DAY OF SEPTEMBER, YEAR OF 2015.

Mae H. Dean  
Signature of Property Owner

MAE H. DEAN  
Printed Name of Property Owner

9.2.15  
Date

John F. Dean  
Signature of Property Owner

JOHN F. DEAN  
Printed Name of Property Owner

9.2.15  
Date





# Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: 2-2015-18

## AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at 4850 Mobile Hwy,  
Florida, property reference number(s) 1525301.00000 1037

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

☐ Planning Board and the Board of County Commissioners to request a rezoning on the above  
referenced property.

☐ Board of Adjustment to request a(n) \_\_\_\_\_ on the above referenced property.

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

Agent Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Property Owner

Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by \_\_\_\_\_.

Personally Known ☐ OR Produced Identification ☐ . Type of Identification Produced: \_\_\_\_\_

Signature of Notary

Printed Name of Notary

(Notary Seal)



# Development Services Department

Escambia County, Florida

FOR OFFICE USE:

CASE #: Z-2015-18

## AFFIDAVIT OF ACKNOWLEDGEMENT

As applicant for rezoning of the property located at 4850 Mobile Hwy  
Escambia County, Florida, property reference number(s) 15-2S-30-1000-001-037

I affirm this to be a voluntary request and hereby acknowledge if  
this parcel is designated HC/LI-NA, then notwithstanding any other provision of LDC Chapter 3  
Sec. 3-2.11, bars, nightclubs, and adult entertainment uses shall be prohibited uses for this  
parcel.

Applicant Name: MAE H. DEAN Email: MAE H DEAN 492@yahoo.com  
Address: 13396 GONGORA DR Phone: 850-982-5715

Mae H Dean  
Signature of Applicant

MAE H - DEAN  
Printed Name of Applicant

10-10-15  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Printed Name of Property Owner

\_\_\_\_\_  
Date

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10th day of Sept. 20 15,  
by Mae Dean

Personally Known ☐ Or Produced Identification ☒ Type of Identification Produced: FL DL

Kim L. Wilson  
(Notary Seal)  
Signature of Notary

Kim L. Wilson  
Printed Name of Notary



KIM L. WILSON  
MY COMMISSION # EE 189756  
EXPIRES: April 16, 2016  
Bonded Thru Budget Notary Services

3467

TAX COLLECTOR **2014 Real Estate** NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

COUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
05-5538-000		See Below	06	152S30-1000-001-037

2014 Real Estate 0071345.0000

OFFICE  
(850) 438-6500  
Ext. 3252

4E - 02077 / 01952 1-8870 JMS51756  
DEAN REALTY CO  
PO BOX 17266  
PENSACOLA FL 32522-7266

4850 MOBILE HWY  
BEG AT INTER OF NELLY LI OF  
H/W AND W LI OF SEC 15 SELY  
ALG NWLY LI OF H/W 157  
See Tax Roll for extra legal.



AD VALOREM TAXES				
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXES LEVIED
COUNTY	6.6165	77,255		511.16
PUBLIC SCHOOLS				
By Local Board	2.0850	77,255		161.08
By State Law	5.2370	77,255		404.58
WATER MANAGEMENT	0.0390	77,255		3.01
SHERIFF	0.6850	77,255		52.92
M.S.T.U. LIBRARY	0.3590	77,255		27.73
TOTAL MILLAGE				15.0215
AD VALOREM TAXES				1160.48

ESCAMBIA COUNTY TAX COLLECTOR \* P.O. BOX 1312 \* PENSACOLA, FL 32591-1312

RETAIN THIS  
PORTION  
FOR  
YOUR  
RECORDS

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
FIRE		85.00
QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960		
NON-AD VALOREM ASSESSMENTS		85.00

PLEASE  
PAY ONLY  
ONE  
AMOUNT  
SHOWN IN  
YELLOW  
SHADED  
AREA

COMBINED TAXES AND ASSESSMENTS				PAY ONLY ONE AMOUNT		See reverse side for important information
Nov 30 2014 \$ 1195.66	Dec 31 2014 \$ 1208.12	Jan 31 2015 \$ 1220.57	Feb 28 2015 \$ 1233.03	Mar 31 2015 \$ 1245.48	Apr 30 2015 \$ 1282.84	

AMOUNT  
DUE  
IF PAID  
BY



Date of Issuance

Escambia County

Case Number

8/3/2015

Office of Environmental Enforcement  
Escambia County Central Office Complex  
3363 West Park Place, Pensacola, FL 32505  
PHONE: (850) 595-1820 FAX: (850) 595-0149

CE150801662

## NOTICE OF VIOLATION

Location: 4850 MOBILE HWY PENSACOLA, 32506  
Parcel: 152S301000001037

RESPONDENT: DEAN REALTY CO  
PO BOX 17266, PENSACOLA, FL 32522

<b>Comply within 7 days of receipt of this notice</b>	<b>Warning</b> Failure to correct this violation and notify this Officer of Compliance will result in fines or a hearing. If the Hearing is scheduled you may be assessed \$1,100 or more for costs of said hearing, plus possible fines. The County may abate the violations and place a Lien on the property.
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### Ordinance Description

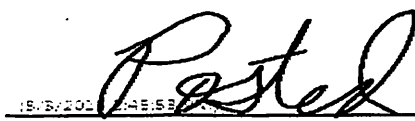
- Violation 01 Sec. 3-2.10 Commercial district (Com).  
(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.  
(C) future land use category.  
(8) Other uses.  
a. Outdoor sales not among the permitted uses of the district.  
b. Outdoor storage not among the permitted uses of the district, including outdoor storage of trailered boats and operable recreational vehicles, but no repair, overhaul, or salvage activities. All such storage shall be screened from residential uses and maintained to avoid nuisance conditions.
- Violation 02 2-1.3 Intersections  
(d) Sight triangle requirements:  
At a minimum, a site triangle shall be provided 35' from edge of pavement to 35' edge of proposed road or driveway.

### Officer Comments

[1] THE OUTDOOR STORAGE OF THE STORAGE BUILDINGS "FOR SALE" VIOLATES THE COMMERCIAL ZONING OF THIS PROPERTY. OUTSIDE STORAGE IS PROHIBITED. [2] THE STORAGE BUILDINGS VIOLATE THE SITE TRIANGLE VISIBILITY CLEARANCE FOR THE INTERSECTION OF MOBILE HWY AND EDISON DR. COMPLY AND MAINTAIN THE ABOVE MARKED VIOLATIONS WITHIN THE TIME SPECIFIED TO AVOID FURTHER ENFORCEMENT ACTIONS. CONTACT OFFICER TERRANCE DAVIS #680, (850) 554-2364, WITH QUESTIONS OR FURTHER INSTRUCTIONS.

  
Terrance Davis

Signature of Officer: Officer Terrance Davis #680 (850)  
554-2364

  
Respondent

Signature of Respondent



NORTH PER NORTH R/W LINE OF MOBILE  
HIGHWAY AS N43°30'00"W

EDISON DRIVE (66' R/W)

(D) N44°35'00"E 150.00'

(D) S43°30'00"E 260.00'

(D) N43°30'00"W 260.00'

MOBILE HIGHWAY (106' R/W)  
U.S. HIGHWAY 90

(D) S44°35'00"W 150.00'

P.O.B.  
INTERSECTION OF NORTH  
R/W LINE OF MOBILE HIGHWAY  
AND EAST R/W LINE OF  
EDISON DRIVE

LEGAL DESCRIPTION: (PREPARED AT CLIENT'S REQUEST)  
BEGIN AT THE INTERSECTION OF NORTH RIGHT OF WAY LINE OF MOBILE HIGHWAY  
(106' R/W) AND THE EAST RIGHT OF WAY LINE OF EDISON DRIVE (66' R/W);  
THENCE GO NORTH 44°35'00" EAST ALONG THE EAST RIGHT OF WAY LINE OF  
EDISON DRIVE FOR 150.00 FEET; THENCE GO SOUTH 43°30'00" EAST FOR 260.00  
FEET; THENCE GO SOUTH 44°35'00" WEST FOR 150.00 FEET TO THE NORTH  
RIGHT OF WAY LINE OF MOBILE HIGHWAY; THENCE GO NORTH 43°30'00" WEST  
ALONG THE NORTH RIGHT OF WAY LINE OF MOBILE HIGHWAY FOR 260.00 FEET  
TO THE POINT OF BEGINNING. CONTAINING 0.89 ACRES MORE OR LESS.

SKETCH ONLY, NOT A BOUNDARY SURVEY

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Lands shown herein were not abstracted for easements and/or right of way, recorded or unrecorded, by this firm. No search of the public records has been performed by this firm to determine any defects and/or ambiguities in the title. Underground portions of foundations, tiebacks, or any other underground structures were not located unless otherwise noted. Measurements were made in accordance with United States standards. Property is subject to setbacks, easements and restrictions of record. This drawing only reflects setback lines which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record. This survey and/or sketch does not reflect or determine ownership. Federal and State copyright acts protect this survey and/or sketch from unauthorized use. This map is not to be copied or reproduced in whole or part and is not to be used for any other transaction. This survey and/or sketch cannot be used for the benefit of any other person, company or firm without consent of the copyright owner and is to be returned upon request.

REVISIONS	ISSUE DATE	FIELD DATE	FB./PG.

SCALE 1"=40'	TYPE LEGAL & SKETCH	ISSUE DATE 9/02/15	FIELD DATE N/A	ORDER NO. 15-09-015	FIELD BOOK N/A
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I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

• Degree • Feet or Minutes • Inches or Seconds	P.R.C. P.C.C. P.R.M.	Point of Reverse Curvature Point of Compound Curvature Permanent Reference Monument	B.S.L. D P	Building Setback Line Deed Plot	H/T C.M. O/S	Hub and Tack Concrete Monument Offset Point
N S E W	R/W R.P. R L	Right of Way Radius Point Central Angle Radius	P.O.C. P.O.B. I.R.	Point of Commencement Point of Beginning Iron Rod	O.H.W.	Overhead Utility Wire Concrete or Pavement Wood Decking
P.C.P. P.C.	West Permanent Control Point Point of Tangency Point of Curvature	Radius Length of Arc Chord Chord Bearing	C.I.R. I.P. N/D	Capped Iron Rod Iron Pipe Nail and Disk	---	Covered Area Wire of Chain Link Fence Wooden Privacy Fence

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

Florida Corporate No. LB-6112



Butler & Associates of Pensacola, Inc.

PROFESSIONAL SURVEYORS AND MAPPERS  
Commercial • Residential • Boundary • Topographic • Mortgage Surveys

PENSACOLA

2420 East Olive Road, Suite "A", Pensacola, FL 32514  
P.O. Box 15147, Pensacola, FL 32514  
(850) 476-4768  
Fax: (850) 476-4945

WILLIAM T. BUTLER P.S.M. No. 3714  
JAMES M. MAJOR P.S.M. No. 5850

**Development Services Department****Building Inspections Division**

3363 West Park Place

Pensacola, Florida, 32505

(850) 595-3550

Molino Office - (850) 587-5770

**RECEIPT**Receipt No. : **644539**

Date Issued. : 09/04/2015

Cashier ID : CASTILLS

Application No. : PRZ150900016

Project Name : Z-2015-18

**PAYMENT INFO**

Method of Payment	Reference Document	Amount Paid	Comment
<b>Check</b>	5187	\$1,270.50	App ID : PRZ150900016
		<b>\$1,270.50</b>	Total Check

Received From : DEAN REALTY CO

Total Receipt Amount : **\$1,270.50**

Change Due : \$0.00

**APPLICATION INFO**

Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ150900016	735593	1,270.50	\$0.00	4850 MOBILE HWY, PENSACOLA, 32506

**Total Amount :****1,270.50**

\$0.00

Balance Due on this/these  
Application(s) as of 9/9/2015