AGENDA ESCAMBIA COUNTY PLANNING BOARD QUASI-JUDICIAL HEARING

January 5, 2016-8:30 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, Waive the Reading of the Legal Advertisement and Acceptance of the Meeting Packet.
- 4. Approve the Meeting Resume' Minutes of the December 1, 2015 Planning Board Rezoning Meeting.
- 5. Quasi-judicial Process Explanation.
- 6. Public Hearings.

A. Case #: Z-2015-21

Applicant: Wiley C. "Buddy" Page, Agent for Yacht Harbor Development,

LLC., Owner

Address: 17080 Perdido Key Drive

Property 3.88 (+/- acres)

Size:

From: MDR-PK, Medium Density Resident district, Perdido Key (4.5)

du/acre)

To: CC-PK, Commercial Core district, Perdido Key (13 du/acre or

25 lodging units/acre)

B. Case #: Z-2015-22

Applicant: Thomas Hammond, Agent for Eli H. Miller, Owner

Address: Northwest Corner of Highway 196 and Highway 95-A

Property 19.89 (+/- acres)

Size:

From: Agr, Agricultural district (one du/20 acres)

To: RMU, Rural Mixed-use district (two du/acre)

C. Case #: Z-2015-23

Applicant: Escambia County, Owner

Address: 1200 West Leonard Street, 1211 West Fairfield Drive, Block of "H"

Street and Cross Street

Property 53.98 (+/- acres)

Size:

From: HDR, High Density Residential district (18 du/acre), HC/LI, Heavy

Commercial and Light Industrial district (Dwelling unit density limited to vested residential development. Lodging unit density not limited by zoning.), **HDMU**, High Density Mixed-use district (25 du/acre), **Rec**, Recreation district (Dwelling unit density limited to

vested development.)

To: Pub, Public district (Dwelling unit density limited to vested

residential development.)

7. Adjournment.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Planning Board-Rezoning

4.

Meeting Date: 01/05/2016

Agenda Item:

Approve the Meeting Resume' Minutes of the December 1, 2015 Planning Board Rezoning Meeting.

Attachments

12-1-15 Quasi-Judicial Mtg Resume Minutes

DRAFT

RESUMÉ OF THE ESCAMBIA COUNTY PLANNING BOARD QUASI-JUDICIAL REZONING December 1, 2015

CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE, BOARD CHAMBERS PENSACOLA, FLORIDA (9:34 A.M. – 9:55 A.M.)

Present: Wayne Briske, Chairman

Tim Tate, Vice Chairman

Rodger Lowery Alvin Wingate

Stephanie Oram, Navy (Non voting)

Timothy Pyle Bob Cordes Reid Rushing

Absent: Patty Hightower, School Board (non-voting)

Staff Present: Allyson Cain, Urban Planner, Planning & Zoning

Andrew Holmer, Division Manager, Planning & Zoning Griffin Vickery, Urban Planner, Planning & Zoning Horace Jones, Director, Development Services

John Fisher, Senior Urban Planner, Planning & Zoning

Juan Lemos, Senior Planner, Planning & Zoning

Karen Bohon, Sr. Office Assistant Kayla Meador, Sr Office Assistant Kerra Smith, Assistant County Attorney

- 1. Call to Order.
- 2. Pledge of Allegiance to the Flag was given by Alvin Wingate.
- 3. Proof of Publication and Waive the Reading of the Legal Advertisement.

Motion by Tim Tate, Seconded by Alvin Wingate

Motion was made to accept the proof of publication and to waive the reading of the legal advertisement.

Vote: 7 - 0 Approved

4. Quasi-judicial Process Explanation.

5. Public Hearings.

A. Case #: Z-2015-20

Applicant: Wiley C. "Buddy" Page,

Agent for 9 Mile-NF Joint Venture, LLC, Owner

Address: 3811 West Nine Mile Road

Property 52.6 (+/- acres)

Size:

From: HC/LI, Heavy Commercial

and Light Industrial district (Dwelling unit density limited

to vested residential

development. Lodging unit density not limited by zoning.)

To: HDMU, High Density

Mixed-use district (25

du/acre)

No planning board member acknowledged visiting the site.

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

Rodger Lowery abstained from voting and filed Form 8B Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers.

Motion by Tim Tate, Seconded by Alvin Wingate

Motion was made to recommend approval from HC/LI to HDMU and to accept staff Findings of Fact on all six criteria including corrections to the directional labels on photos in the case packet.

Vote: 6 - 0 Approved

6. Adjournment.

Planning Board-Rezoning

6. A.

Meeting Date: 01/05/2016 **CASE:** Z-2015-21

APPLICANT: Wiley C. "Buddy" Page, Agent for Yacht Harbor Development,

LLC, Owner

ADDRESS: 17080 Perdido Key Drive

PROPERTY REF. NO.: 01-4S-33-1500-000-001

FUTURE LAND USE: MU-PK, Mixed-Use Perdido

Key

DISTRICT: 2 **OVERLAY DISTRICT**: N/A

BCC MEETING DATE: 02/02/2016

SUBMISSION DATA:

REQUESTED REZONING:

FROM: MDR-PK, Medium Density Resident district, Perdido Key (4.5 du/acre)

TO: CC-PK, Commercial Core district, Perdido Key (13 du/acre or 25 lodging units/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 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 (CPP)and the Future Land Use Map (FLUM).

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Perdido Key(MU-PK)

category is intended for a complimentary mix of residential, commercial and tourism (resort) related uses which provides for single family and multi-family residential; condominiums, hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations). The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive. The maximum residential density is 25 dwelling units per acre, maximum intensity is 6.0 Floor Area Ratio (FAR). Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.

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).

OBJ HOU 1.4 Existing Neighborhoods and Redevelopment

Protect the character of existing residential neighborhoods, provide opportunities for redevelopment, and infill development and reduce the number of substandard housing units through the continued implementation of structural and esthetic improvement programs such as but not limited to: preservation and infill, regulation enforcement, construction inspection, improvement aid, unsafe building abatement, substandard home removal, infrastructure improvement, and rental units and housing stock conservation/rehabilitation.

FINDINGS

The proposed amendment to CC-PK **is not consistent** with the intent and purpose of Future Land Use category MU-PK as stated in Comprehensive Plan Policy (CPP) FLU 1.3.1, the potential increase in allowable dwelling or lodging units presents conflict with the MU-PK Future Land Use category that establishes dwelling and lodging unit caps as set forth in this section. Furthermore, the requested rezoning **is not consistent** with CPP FLU 1.5.1, regarding the development or redevelopment of built areas, because the CC-PK zoning category does not promote the efficient use of existing infrastructure which in this case, is insufficient for the intensity of uses allowed under CC-PK zoning category and does not promote the character of the existing neighborhood, as set forth in OBJ HOU 1.4.

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. 3-4.3 Medium Density Residential district, Perdido Key (MDR-PK). [previous R2 PK] **(a) Purpose.** The Medium Density Residential (MDR-PK) district establishes appropriate areas and land use regulations for residential uses at medium densities and non-residential uses that are compatible with the residential neighborhoods and natural resources of the island.

Sec. 3-4.6 Commercial Core district, Perdido Key (CC-PK).

(a) Purpose. The Commercial Core (CC-PK) district establishes appropriate areas and land use regulations primarily for intense residential development and retailing of resort-related commodities and services. The regulations are intended to permit and encourage mixed-use development, including residential and lodging uses at high densities, and commercial uses associated with resort areas.

FINDINGS

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code, the existing transportation, stormwater, water service, and sewer infrastructure has not been demonstrated to meet the intensity of uses allowed under CC-PK zoning designation. Furthermore, within the 500' buffer there is no current CC-PK zoning. The proposed rezoning would make for a much more intense zoning in the area that has a lower zoning and density designation while also creating a spot zoning category in the location.

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 not compatible with surrounding existing uses and zoning in the area. Within the 500' radius impact area, staff observed properties with zoning districts MDR-PK,COM-PK and HDR-PK. The near uses consist of five condos, a mobile home park, one Recreational Park, one RV Park, one store and four vacant parcels. There is no CC-PK in the surrounding area which makes the proposed zoning incompatible to the surrounding existing zoning.

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 no changed conditions that would impact the amendment or property. The current subject parcel 17080 Perdido Key Drive, had previously been rezoned to R-3PK (currently HDR-PK as adopted in the 2015 LDC) on June 5, 2008. The approved rezoning to R-3PK was a residential only district with minimal impact to the area versus the proposed commercial district.

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 not result** in a logical and orderly development pattern. There is no CC-PK in the surrounding area which makes the proposed zoning incompatible to the surrounding existing zoning and densities. Allowing for CC-PK would allow more intense land uses in a relatively less intense area. The nearest CC-PK district is approximately 3.5 miles away and located in the commercial core of Perdido Key.

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.

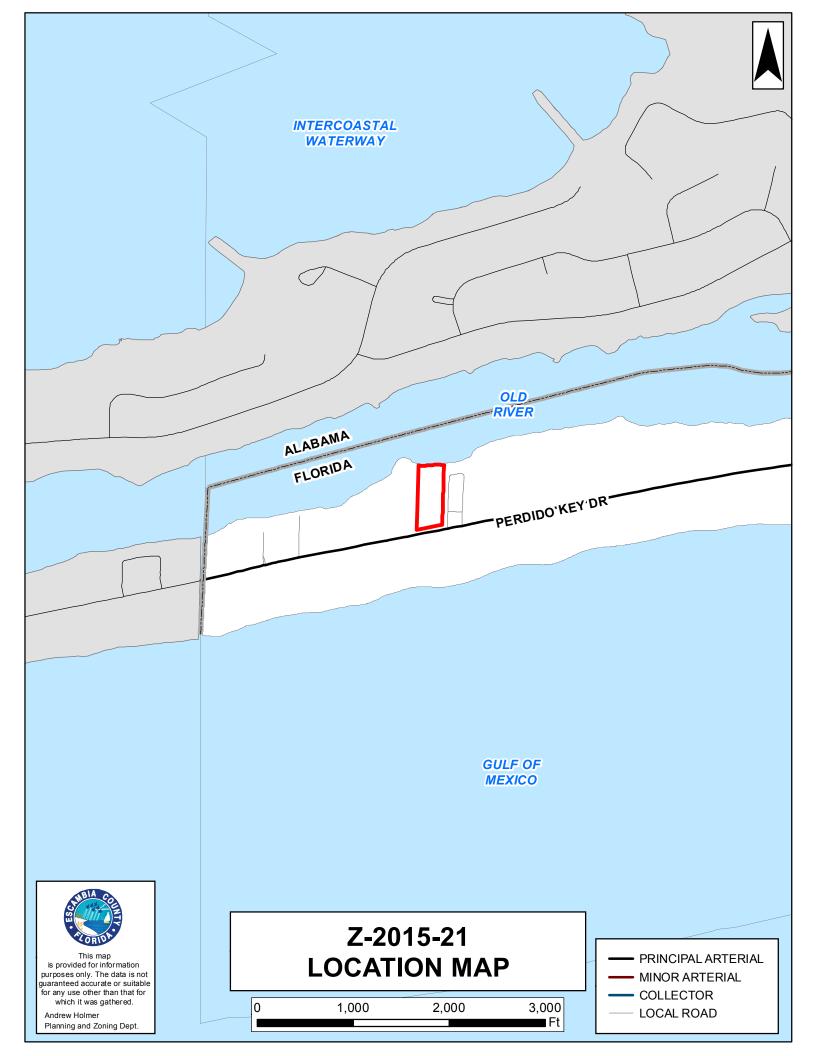
OBJ COA 2.1 General Coastal Resource Protection

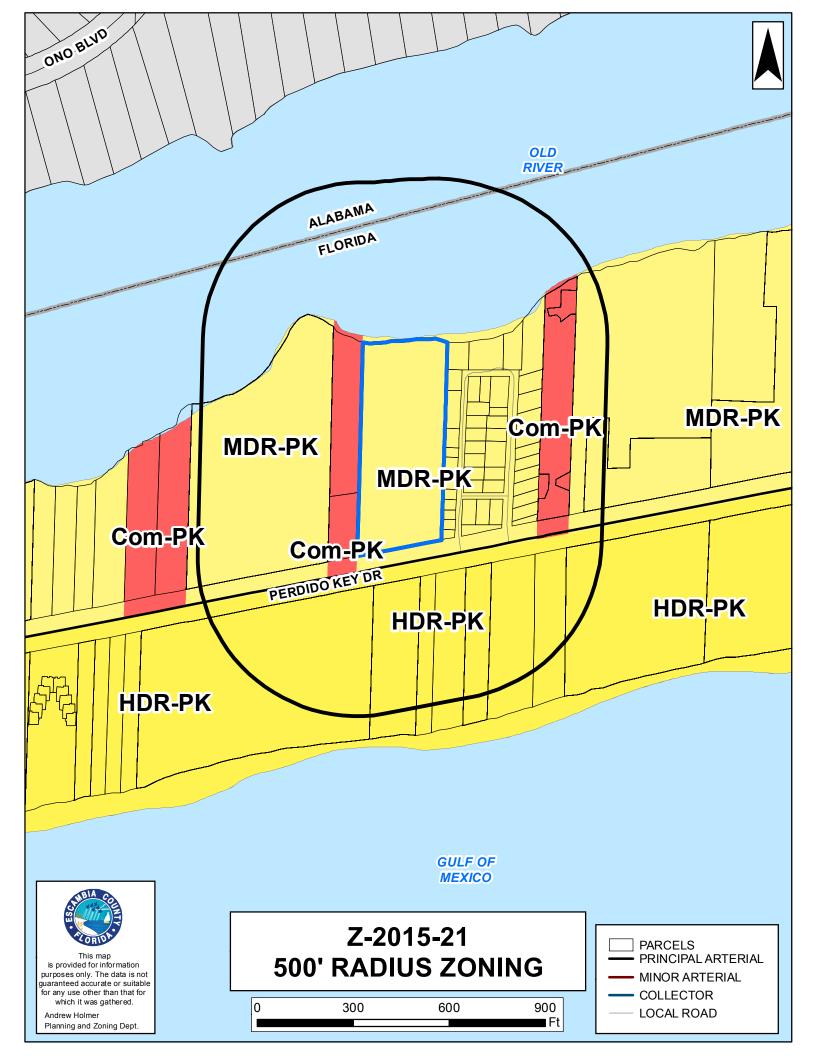
Protect, conserve, and enhance coastal ecosystems, environmentally sensitive areas, water resources, living marine resources, remaining coastal barriers, wildlife habitats and other natural coastal resources.

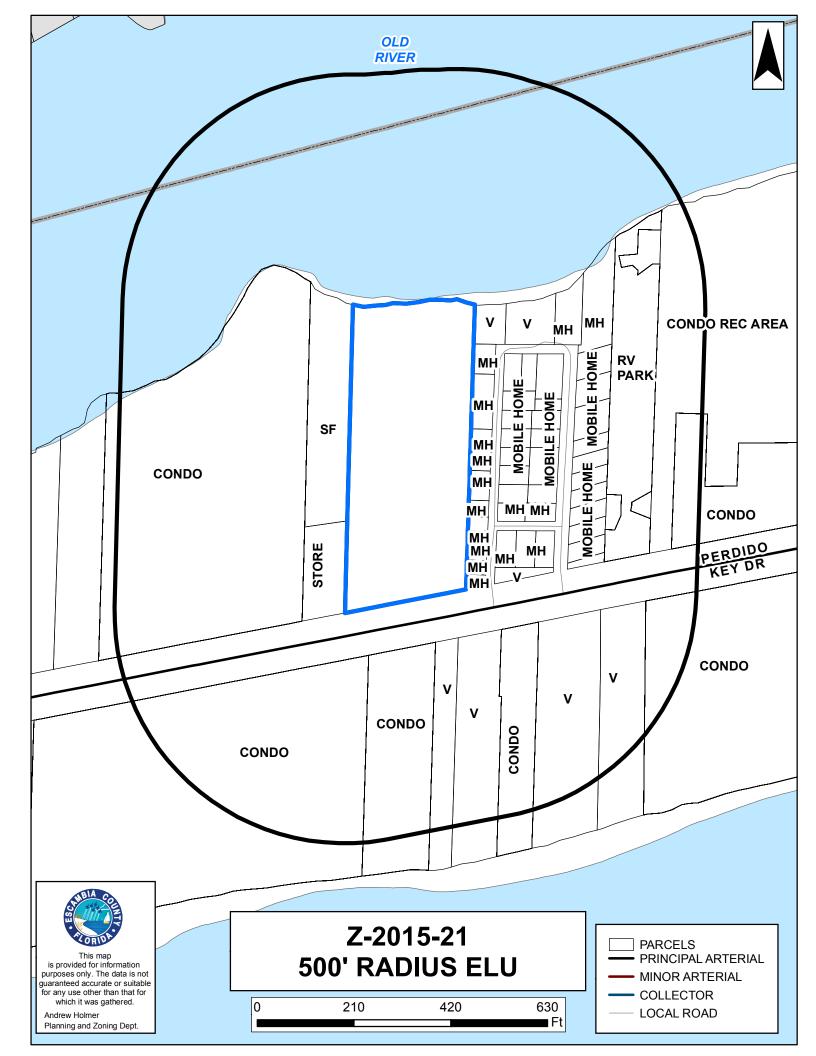
FINDINGS

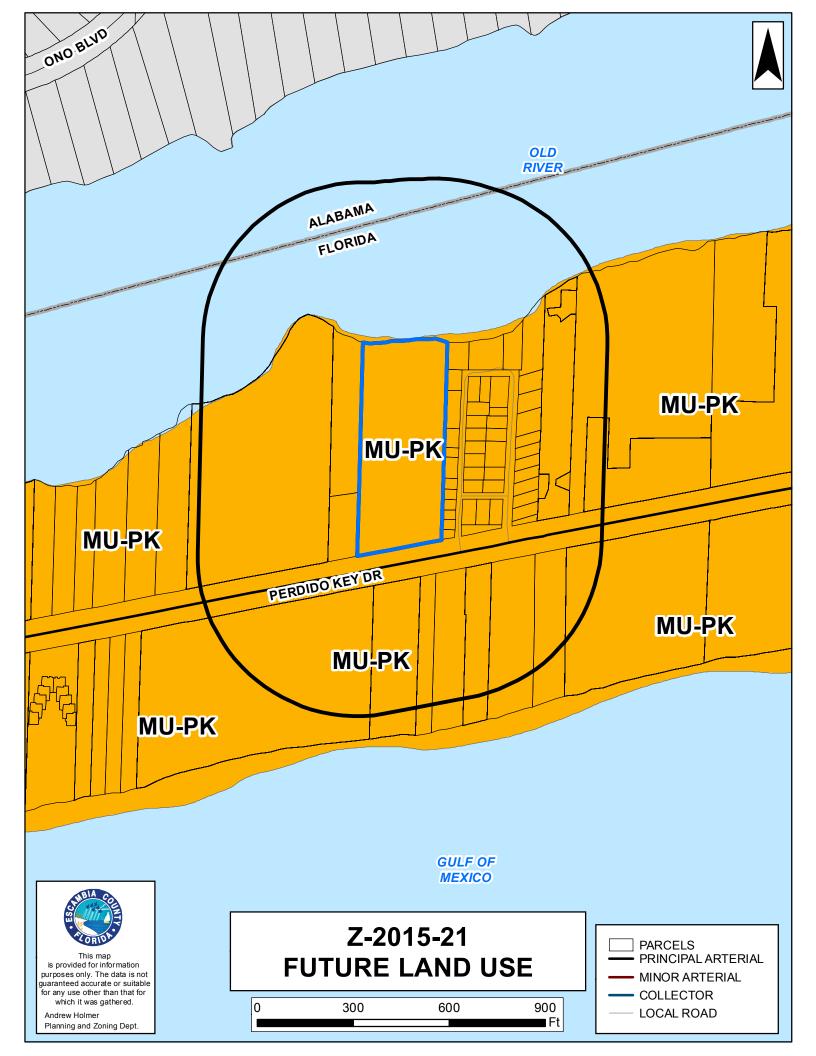
According to the National Wetland Inventory, wetlands and hydric soils were indicated on the subject property and existing flooding concerns in the area and CC-PK would allow for more impervious surfacing than the current zoning. Additionally, allowing for the requested rezoning does not adequately address the requirement of Comprehensive Plan OBJ COA 2.1 and subsequent polices to protect, preserve, and enhance the coastal ecosystems of the County. Furthermore allowing the rezoning request would be inconsistent with the long term implementation of the Habitat Conservation Plan. 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.

Z-2015-21





























Wiley C. "Buddy" Page, MPA, APA

PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC
5337 Hamilton Lane ● Pace, Florida 32571
CELL (850) 232-9853
budpagel©att.net

November 3, 2015

Mr. Horace Jones, Director Development Services Department 3363 Wet Park Place Pensacola, Florida 32505

RE: Liberis 17080 Perdido Key Drive Rezoning Property Parcel No. 01-4S-33-1500-000-001

Dear Mr. Jones:

The attached application requests consideration to rezone the referenced property from R2-PK to CC-PK. This requested zoning category is consistent with the Future Land Use Map classification of Mixed Use-Perdido Key so no changes will be required to the FLUM map.

The owner is proposing to develop the property into a high end RV park similar to one recently opened on Pensacola Beach. An RV park is permitted under the requested CCPK zoning category.

The property has a 40+ unit trailer park located to the east and a convenient store with Commercial zoning located to the west. Market studies found it unlikely the property could be successfully developed into any multi-story residential development given the elevated view of the adjacent uses below.

An environmental impact plan is being developed to address the beach mouse habitat area located at the south end of the property near Perdido Key Drive.

With regard to LDC 3-2.11(e) Locational Criteria requirements, the site is located adjacent to a convenience store/gasoline service station with six(6) pumps. The attached FDOT spread sheet identifies the use under the ITE Code 195 as generating over 950 trips per day. As such, the proposed use meets the location criteria as being near an activity that generates more than the minimum required 600 vehicle trips per day.

Please contact me if you have any questions or need anything further.

Sincerely yours

Wiley C."Buddy" Page



Development Services DepartmentEscambia County, Florida

Q.	TO STATE OF THE ST						
	· 	APPLICATION					
Ple	ase check application type:	☐ Conditional Use Request for:					
	Administrative Appeal	□ Variance Request for: MDV-PK					
	Development Order Extension	Rezoning Request from: R-2PK to: (C-PK				
	Name & address of current owner(s) as shown on public records of Escambia County, FL Owner(s) Name: Yacht Harbor Development, LLC Phone:						
Addres	s: 212 W. Intendencia St	t. Pensacola 32502 _{Email:}					
Limitea	Power of Attorney form attached herein.	g an agent as the applicant and complete the Affidavit	of Owner and				
		Orive Pensacola, Florida 32507					
Propert	ty Reference Number(s)/Legal Description:	-4S-33-1500-000-001 CONTO OI	UNERSHIP				
By my	signature, I hereby certify that:						
1) I an	m duly qualified as owner(s) or authorized ag d staff has explained all procedures relating t	gent to make such application, this application is of my to this request; and	own choosing,				
mis	information given is accurate to the best of n srepresentation of such information will be gr y approval based upon this application; and	ny knowledge and belief, and I understand that deliber counds for denial or reversal of this application and/or r	ate evocation of				
3) I ui ref	nderstand that there are no guarantees as to undable; and	the outcome of this request, and that the application for	ee is non-				
ins	uthorize County staff to enter upon the prope spection and authorize placement of a public termined by County staff; and	erty referenced herein at any reasonable time for purpo notice sign(s) on the property referenced herein at a lo	ses of site cation(s) to be				
5) I ai	m aware that Public Hearing notices (legal ad evelopment Services Bureau.	d and/or postcards) for the request shall be provided by	/ the				
	te of Owner/Agent	Printed Name Owner/Agent Yacht Harbor Development, LLC Printed Name of Owner	Date 119 15				
STATE	of Florida	COUNTY OF Escambia					
The for	egoing instrument was acknowledged before	me thisday of November	20 <u>15</u> ,				
Person	ally Known ☑ OR Produced Identification ☐.	Type of Identification Produced:	4-4-5-6				
Signatu	(notary seal must be affixed)	Frinted Name of Notary	KAYLAN WALDEN MY COMMISSION # FF 078542 EXPIRES: December 30, 2017 Bonded Thru Budget Notary Services				
PEC - 1000 No. 1000	1 0 110	NUMBER: 2-2015-21 Accepted/Verified by: AD HoumER	Date: 12/3/15				
Face D		Dormit # DD2151200019					



FOR OFFICE USE:	
CASE #:	-

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

	80 Perdido Key Drive Pensacola,	FL 32507
Florida, property reference number(s) 01-	4S-33-1500-000-001	
I hereby designateWiley	/ C."Buddy" Pagefor	the sole purpose
of completing this application and making a	a presentation to the:	
Planning Board and the Board of Count referenced property.	y Commissioners to request a rezoning or	n the above
☐ Board of Adjustment to request a(n)	on the above	referenced property
This Limited Power of Attorney is granted of	on thisday of	the year of,
, and is effective until the Board	d of County Commissioners or the Board of	of Adjustment has
rendered a decision on this request and an	y appeal period has expired. The owner re	eserves the right to
rescind this Limited Power of Attorney at an	ny time with a written, notarized notice to t	he Development
Services Bureau.		·
Agent Name: Wiley C."Buddy" Page	Email:budpage1@at	t.net
Address: 5337 Hamilton Lane Pace	, FL 32571 Phone: 850-23	32-9853
Signature of Property Owner	Yacht Harbor Devlopment, LLC Printed Name of Property Owner	11/9/15 Date
Signature of Property Owner	Printed Name of Property Owner	Date
The foregoing instrument was acknowledged before by Noves S. Uperis Personally Known OR Produced Identification	·	20 <u>\</u>
Signature of Notary	Kaylan Walden Printed Name of Notary	(Notary Seal)
	YLAN WALDEN MISSION # FF 078542	

EXPIRES: December 30, 2017 Bonded Thru Budget Notary Services



••••••	•••
FOR OFFICE USE:	
CASE #:	

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only
Property Reference Number(s): 01-4S-33-1500-000-001
Property Address: 17080 Perdido Key Dr. Pensacola, Florida 32507
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 fo the development based on the actual densities and intensities proposed in the future development's permit application.
I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.
I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:
a. The necessary facilities or services are in place at the time a development permit is issued.
b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
 For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.
THEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS DAY OF November, YEAR OF 2015. Yacht Harbor Development, LLC Printed Name of Property Owner Date

Printed Name of Property Owner

Signature of Property Owner

Date

CRITERION (a)

Consistent with the Comprehensive Plan.

Whether the proposed amendment is consistent with the Comprehensive Plan.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Perdido Key(MU-PK) category is intended for a complimentary mix of residential, commercial and tourism (resort) related uses which provides for single-family and multi-family residential; condominiums, hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations). The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive. The maximum residential density is 25 dwelling units per acre, maximum intensity is 6.0 Floor Area Ratio (FAR).

RESPONSE As stated above a complimentary mix of residential and commercial uses are allowed as permitted uses. As such, the request is consistent with the Comprehensive Plan.

the cap limitations significantly due to the fact that we have to examine all the potential uses that are associated with this zoning request which includes high density residential development. Consequently, this would have a deleterious impact on those properties owners that have acquired certain development rights due to previously approvals given by the County. In consideration of all the facts as presented above, staffs finds that the "test of consistency" with the Comprehensive Plan cannot be met for this proposed rezoning request.

CRITERION (b)

Consistent with The Land Development Code.

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

6.05.15.01. CCPK (Perdido Key) commercial core district. A. Intent and purpose of district. This district is composed of lands and structures

used primarily for intense residential development and retailing of resort-related commodities and services. The regulations are intended to permit and encourage mixed use development, including high density residential, hotels and motels, and commercial uses associated with resort areas. The maximum density is 13 dwelling units per acre. Refer to the Escambia, County Comprehensive Plan and latest amendments, specifically Policy FLU 1.3.1, regarding dwelling and lodging unit caps on Perdido Key.

B. Permitted uses.

- 1. Any Use permitted in the C-1 PK district.
- 2. Hotels and motels. Maximum density shall be 25 units per acre.
- 3. Commercial amusement and commercial recreational facilities, including miniature golf courses.
- 4. Arcade amusement centers and bingo facilities.
- 5. Any uses which are similar or compatible to the uses permitted herein that promote the intent and purpose of this district. Determination shall be made by the planning board (LPA).

RESPONSE Commercial amusement is a listed permitted use at B.3 above and has recently been defined to include RV facilities. With this revision by the Planning Board, the request is consistent with the Land Development Code.

CRITERION (c)

Compatible with surrounding uses.

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

RESPONSE

The proposed amendment is compatible with surrounding existing uses in the area. The site is bordered on the east with an existing mobile home park and to the west by a gas station/convenience store.

CRITERION (d)

Changed conditions.

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

RESPONSE

There are no significant changed conditions that would impact the request.

CRITERION (e)

Effect on natural environment.

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

RESPONSE

According to the National Wetland Inventory, wetlands and hydric soils were indicated on the subject property. Also, this area contains the Beach Mouse Habitat. Further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

CRITERION (f)

<u>Development patterns.</u>

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

RESPONSE

The proposed amendment will result in a logical and orderly development pattern. The commercial aspects of the requested CCPK will be compatible to the existing Commercially zoned property adjacent and west of the site. Moreover, the mobile home park located adjacent and east of the site contains rental units and under state law, a rental unit is defined as a commercial activity. Finally, and as a practical matter, this site is greatly limited to development because of the mobile home park. Most every market study would likely find that a high rise residential use would not be successful due to the elevated view down on the mobile home park. An upscale RV park, similar to those existing on Pensacola Beach and Navarre is proposed for the site and will provide the best development potential for this area of Perdido Key and a logical and orderly development pattern.

1	Instructions:	Trip Generation	THE PART WHAT THE PROPERTY OF THE PARTY OF	THE RESIDENCE OF THE RESIDENCE OF THE PARTY	-	THE RESERVE OF THE PARTY OF	THE RESIDENCE OF THE PERSON NAMED IN COLUMN TWO	n Repo	rt			
2 3 4	Enter Numbers into the <u>"Expected Units"</u> in the Corresponding Yellow Column	NA: Not Available NSF ^{2:} Units of 1,000 square feet DU: Dwelling Unit Fuel Position: # of vehicles that could be fueled simultaneously Occ.Room: Occupied Room										
5	Description / ITE Code	Units	Rate Weekday Daily Traffic	PM Peak Period Rate	% PM In	% PM Out	Expected Units (independent variable)	Calculate d Daily Trips	PM Peak Trips - Total	PM In	PM Out	
	Fast Food w/o Drive Thru 933	KSF ²	716.00	26.15	51%	49%		0	0	NA	NA	
	Fast Food w/o Drive Thru 933	Seats	42.12	2.13	64%	36%		0	0	NA	NA	
	Fast Food w/ Drive Thru 934	KSF ²	496.12	33.48	52%	48%		0	0	NA	NA	
	Fast Food w/ Drive Thru 934	Seats	19.52	0.94	53%	47%		0	0	NA	NA	
	Drive Thru Only 935	KSF ²	NA	153.85	54%	46%		0	0	NA	NA	Only 2 studies
	Drinking Place 925	KSF ²	NA	11.34	66%	34%		0	0	NA	NA	
	Quick Lube Shop 941	Service Bays	40.00	5.19	55%	45%		0	0	NA	NA	
	Automobile Care Center 942	Service Bays	12.48	2.17	NA	NA	PAGE TO SE	0	0	NA	NA	Daily Trips for Saturda
	Automobile Care Center 942	KSF ²	15.86	3.38	50%	50%		0	0	NA	NA	Daily Trips for Saturda
	New Car Sales 841	KSF ²	33.34	2.59	39%	61%		0	0	NA	NA	
	New Car Sales 841	Employees	21.14	0.96	48%	52%		0	0	NA	NA	Peak Hour is PM Peal
	Automobile Parts Sales 843	KSF ²	61.91	5.98	49%	51%		0	0	NA	NA	
	Gasoline/Service Station 944	Fuel. Position	168.56	13.87	50%	50%		0	0	NA	NA	Daily Rate from 4th Ed
	Serv.Station w/ Conven.Mkt 945	Fuel Position	162.78	13.38	50%	50%	6.0	977	80	40	40	Have auto repair and :
	Serv.Stat.w/Conv.Mkt.&Carwash 946	Fuel Position	152.84	13.94	51%	49%		0	0	NA	NA	
	Self-Service Carwash 947	Stalls	108.00	5.54	51%	49%		0	0	NA	NA	Caution- Only 1 Study
	Tire Store 848	Service Bays	NA	3.54	42%	58%		0	0	NA	NA	
	Tire Store 848	KSF ²	24.87	4.15	43%	57%		0	0	NA	NA	
	Wholesale Tire Store 849	Service Bays	30.55	3.17	47%	53%		0	0	NA	NA	



Development Services DepartmentEscambia County, Florida

FOR OFFICE OSE.	}
CASE #:	1

APPLICATION ATTACHMENTS CHECKLIST

1.	For BOA, original letter of request, typed or written in blue ink & mu	st include the reason					
	for the request and address all criteria for the request as outlined in LDC Article 2.05 (dated, signed & notarized – notarization is only necessary if an agent will be used).	Please note: Forms with signatures dated more than sixty (60) days prior to					
2.	2. Application filled out completely, which consists of the following: application will in						
	 a) Application/Owner Certification Form - Notarized Original (page 1) (signatures of ALL legal owners or authorized agent are required) 						
	b) Concurrency Determination Acknowledgment form - Original (if applicable) (page 2						
	c) Affidavit of Owner & Limited Power of Attorney form - Notari applicable) (signatures of ALL legal owners are required) (page						
1 3.	Legal Proof of Ownership (e.g. copy of Tax Notice or Warranty Dee Include Corporation/LLC documentation or a copy of Contract for Sa						
14.	Legal Description of Property Street Address / Property Reference I	Number					
5.	 Rezoning: Boundary Survey of subject property(s) to include total acreage, all easements, and signed & sealed by a surveyor registered in the state of Florida. 						
	b. BOA: Site Plan drawn to scale.						
6.	For Rezoning requests: If the subject parcel does not meet the roadway requirements of Locational Criteria (Comprehensive Plan 7.A.4.13 & LDC 7.20.00.), a compatibility analysis to request a waiver or an exemption to the roadway requirements will need to be submitted as part of the application.						
7.	Pre-Application Summary Form, Referral Form, Zoning Verification Request Form and/or copy of citation from Code Enforcement Department if applicable.						
8.	Application fees. (See Instructions page for amounts) Payment cannot be accepted after 3:00pm.						
Please make	e the following three appointments with the Coordinator.						
	Appointment for pre-application meeting:	_					
	Appointment to turn in application:	_					
	Appointment to receive findings-of-fact:						

This Instrument Was Prepared By: Toujis Brown Libotis Law Pim 212 West Intendencia Street Pensacola, FL 32502 Telephone. (850) 438-9647

File #90-28-13

SPECIAL WARRANTY DEED

This Special Warranty Deed is made this 20 day of May, 2013, by and between CBNA-GA II. LLC., a Limited Liability Company, whose post office address is 201 Riverplace Suite 500, Greenville, South Carolina, 29601, (hereinafter referred to as "Grantor"), and Yacht Harbour Development, LLC, whose post office address is 212 West Intendencia Street, Pensacola, Florida 32502 (hereinafter referred to as "Grantee", whether singular or plural).

WITNESSTH: That the Granter, for and in consideration of the sum of Ten Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, the following described real property located in Escambia County, Florida:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular the tenements, heredinaments, and appunenances belonging to or in any way appertaining to the real property.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Texes and assessments for 2013 and subsequent years.

Zoning and other governmental regulations.

Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.

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

AND THE GRANTOR HEREBY COVENANTS with the Grantee that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by the Grantor, and that Grantor has good right and lawful authority to soll and convey the property and Grantor hereby warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims and demands of all other persons claiming by, through, or under Grantor, but against none other.

THIS CONVEYANCE IS NOT INTENDED TO APPLY TO OR OTHERWISE EFFECT ANY RIGHT, TITLE OR INTEREST IN OR TO THE REAL PROPERTY DESCRIBED OR REFERENCED HEREIN WHICH GRANTOR ACQUIRES BY PURCHASE, GIFT, DEVISE OR OTHER CONVEYANCE EFFECTIVE SUBSEQUENT TO THE DATE OF EXECUTION OF THIS DEED.

THE PROPERTY DESCRIBED IN THIS DEED IS NOT THE HOMESTEAD OF THE GRANTOR AND THE GRANTOR'S SPOUSE IS NOT REQUIRED TO JOIN IN THIS CONVEYANCE.

TITLE TO THE PROPERTY CONVEYED HAS NEITHER BEEN EXAMINED NOR APPROVED BY THE PREPARER HERBOF.

IN WITNESS WHEREOF, Grantor has signed this deed on the day and year first above written.

Executed in the presence of:

CBNA-GA II, LLC

printed Name: Nicole Clarthy

Its: SVP

Printed Name: Doug appleby

STATE OF DEATH CAPTURE

Washer this 80 day of May, 2013, personally appeared who:

personally known to me, or

_____who produced ______ as identification,

and who acknowledged having executed the foregoing deed.

(Notary must check one line above in completing acknowledgment)

Notary Public

BK: 7026 PG: 661 Last Page

EXHIBIT "A"

PARCEL 1:

COMMENCING AT THE POINT OF THE INTERSECTION OF THE CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 WITH THE ALABAMA-FLORIDA STATE LINE, AS DEFINED AND COTABLISHED BY ACT OF LEGISLATURE OF ALABAMA, APPROVED AUGUST 28, 1953, AND BY THE ACT OF LEGISLATURE OF FLORIDA, APPROVED JUNE 12 1953, SAID POINT ALSO BEING THE INTERSECTION OF THE CENTERLINE OF THE RIGHT OF WAY OF FLORIDA STATE HIGHWAY NO. S-292; WITH THE ALABAMA-FLORIDA STATE LINE, THENCE RUN N 77 DEGREES 02 MINUTES E AND ALONG THE PROJECTION OF THE CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO 180 A DISTANCE OF 2307.18 FEET TO THE POINT OF BEGINNING; THENCE RUN DUE NORTH AND PARALLEL WITH THE ALABAMA-FLORIDA STATE LINE A DISTANCE OF 800 FEET, MORE OR LESS TO A POINT ON THE SOUTH LINE OF OLD RIVER THENCE RUN NORTHEASTERLY AND ALONG THE MEANDERINGS OF THE SOUTH LINE OF OLD RIVER, A DISTANCE OF 100 FEET, MORE OR LESS TO A POINT, THENCE RUN DUE SOUTH AND PARALLEL WITH THE ALABAMA-FLORIDA STATE LINE A DISTANCE OF 800 FEET, MORE OR LESS TO A POINT ON THE PROJECTED CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 SAID POINT BEING N 77 DEGREES 02 MINUTES E AND 100 FEET FROM THE POINT OF BEGINNING, THENCE RUN S 77 DEGREES 02 MINUTES WAND ALONG THE PROJECTED CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 A DISTANCE OF 100 FEET, WHICH IS THE POINT OF BEGINNING ALL BEING SITUATED IN SECTION 1, TOWNSHIP 4 SOUTH, RANGE 33 WEST, ESCAMBIA COUNTY, FLORIDA EXCEPTING, HOWEVER, THAT PORTION OF RIGHT-OF-WAY DEDICATED FOR FLORIDA STATE HIGHWAY NO. 292.

PARCEL 2:

COMMENCING AT THE POINT OF THE INTERSECTION OF THE CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 WITH THE ALABAMA-FLORIDA STATE LINE, AS DEFINED AND ESTABLISHED BY ACT OF LEGISLATURE OF ALABAMA, APPROVED AUGUST 28, 1953, AND BY THE ACT OF LEGISLATURE OF FLORIDA, APPROVED JUNE 12, 1953; SAID POINT ALSO BEING THE INTERSECTION OF THE CENTERLINE OF THE RIGHT OF WAY OF FLORIDA STATE HIGHWAY NO. S-292; WITH THE ALABAMA-FLORIDA STATE LINE; THENCE RUN N 77 DECREES 02 MINUTES E AND ALONG THE PROJECTION OF THE CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 A DISTANCE OF 2407.18 FEET TO THE POINT OF BEGINNING, THENCE RUN DUE NORTH AND PARALLEL WITH THE ALABAMA-FLORIDA STATE LINE A DISTANCE OF 800 FEET, MORE OR LESS TO A POINT ON THE SOUTH LINE OF OLD RIVER, THENCE RUN NORTHEASTERLY AND ALONG THE MEANDERINGS OF THE SOUTH LINE OF OLD RIVER, A DISTANCE OF 166 FEET MORE OR LESS TO A POINT; THENCE RUN DUE SOUTH AND PARALLEL WITH THE ALABAMA-FLORIDA STATE LINE A DISTANCE OF 800 FEET, MORE OR LESS TO A POINT ON THE PROJECTED CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180, SAID POINT BEING N 77 DEGREES 02 MINUTES E AND 188 FEET FROM THE POINT OF BEGINNING THENCE RUN S // DEGREES 02 MINUTES W AND ALONG THE PROJECTED CENTERLINE OF THE RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 180 A DISTANCE OF 166 FEET, WHICH IS THE POINT OF BEGINNING; ALL BEING SITUATED IN SECTION 1, TOWNSHIP 4 SOUTH, RANGE 33 WEST, ESCAMBIA COUNTY. FLORIDA EXCEPTING, HOWEVER, THAT PORTION OF RIGHT-OF-WAY DEDICATED FOR FLORIDA STATE HIGHWAY NO. 292.

PARCEL 1 AND PARCEL 2 ARE ALSO KNOWN AS:

CONDOMINIUM UNITS 2-A, 2-B, 2-C, 2-D, 3-E, 3-F, 3-G, 3-H, 4-E, 4-F, 4-G, 4-H, 5-E, 5-F, 5-G, AND 5-H, RIO ANTIGUA, TOGETHER WITH ALL THE COMMON ELEMENTS, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 5754, PAGE 137, AS AMENDED IN OFFICIAL RECORDS BOOK 5854, PAGE 1045, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Real Estate Search

Tangible Property Search

Sale List Amendment 1/Portability Calculations

Back

Navigate Mode

Account
Reference

Printer Friendly Version

General Information

Reference: 014S331500000001

Account: 105000005

YACHT HARBOUR DEVELOPMENT Owners:

Mail: 212 W INTENDENCIA ST PENSACOLA, FL 32502

17080 PERDIDO KEY DR 2A 32507 Situs:

VACANT CONDOMINIUM Use Code:

Taxing

Authority:

COUNTY MSTU

Tax Inquiry:

Open Tax Inquiry Window

Assessments				
Year	Land	Imprv	Total	Cap Val
2015	\$23,275	\$0	\$23,275	\$23,275
2014	\$23,275	\$0	\$23,275	\$23,275
2013	\$53,200	\$0	\$53,200	\$53,200

Disclaimer

Amendment 1/Portability Calculations

Data

Official Records Sale Date Book Page Value Type

(New Window)

View

Instr View

Instr View

05/20/2013 7026 659 \$375,000 WD

Instr View 05/20/2013 7026 649 \$100 QC

ZWMPK = MV-PK

05/20/2013 7026 645 \$100 QC

10/15/2010 6648 874 \$400,100 CT

Instr

2015 Certified Roll Exemptions

None

UNIT 2-A RIO ANTIGUA CONDOMINI UM ALSO 1/16 INT IN COMMON ELE MENTS OR 7026 P 659

None

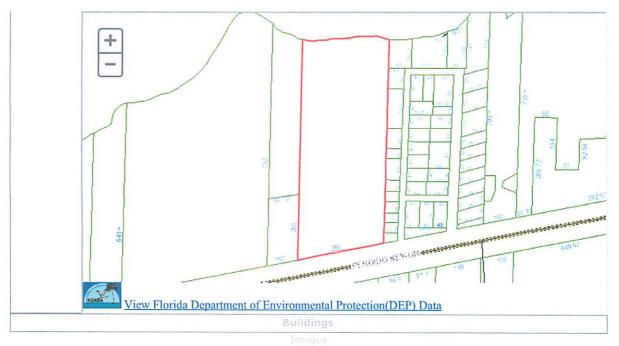
Section Map Id: 01-45-33

Approx. Acreage: 3.9100

Zoned: 🔑 MDR-PK

Evacuation & Flood Information Open Report

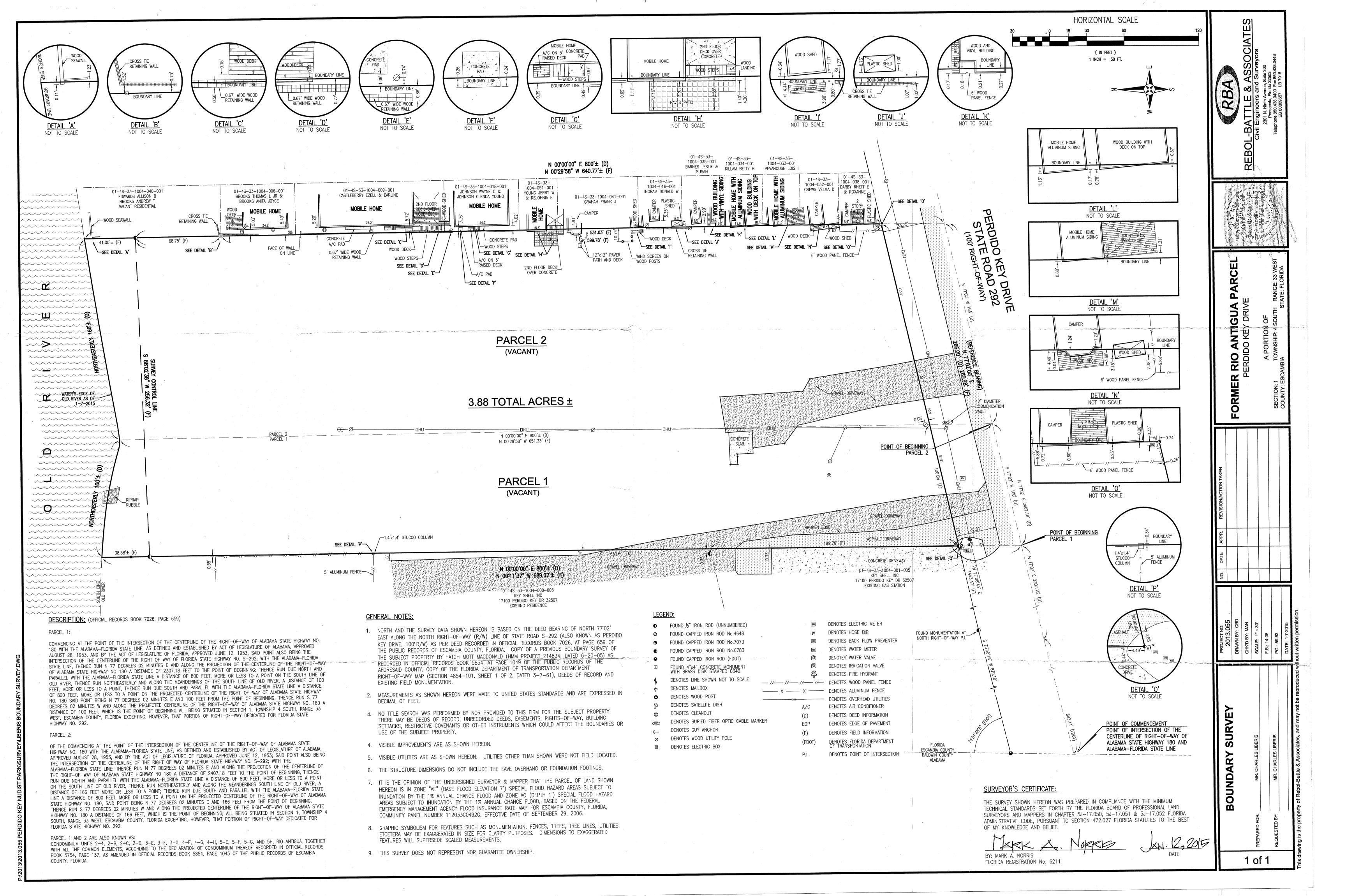
Launch Interactive Map



None

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.

Last Updated: 11/03/2015 (tc. 2765)





Development Services Department Building Inspections Division

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

RECEIPT

Receipt No.: **650683** Date Issued.: 12/03/2015

Cashier ID: KLHARPER

Application No.: PRZ151200019

Project Name: Z-2015-21

PAYMENT INFO				
Method of Payment Reference Document Amount Paid Comment				
Check	1071	¢1 270 50	A ID - DD7454000040	
	1071	\$1,270.50	App ID : PRZ151200019	
		\$1,270.50	Total Check	

Received From: YACHT HARBOR DEVELOPMENT, LLC

Total Receipt Amount : \$1,270.50

Change Due: \$0.00

APPLICATION INFO				
Application #	Invoice #	Invoice Amt	Balance Job Address	
PRZ151200019	741959	1,270.50	\$0.00 17080 PERDIDO KEY DR, 2A, PENSACOLA, 32507	
Total Amount :		1,270.50	\$0.00 Balance Due on this/these Application(s) as of 12/3/2015	

Receipt.rpt Page 1 of 1

Chris Jones Escambia County Property Appraiser



AGER LLC	ALLEN LESLIE RALLS	ALLEN NANCY N
2728 8TH ST	3245 E BRIARCLIFF RD	15 PERSERVERANCE ST
TUSCALOOSA, AL 35401	BIRMINGHAM, AL 35223	MT PLEASANT, SC 29464
ANDERSON TUNSTALL C & LYNNE R	ANDREWS F SCOTT & AUGUSTA M	ASSOCIATION INC
183 GREEN GLADE RD	1104 MONTVUE RD	3057 COUNTY RD 71
MEMPHIS, TN 38120	ANNISTON, AL 36201	NEWTON, AL 36352
ATCHLEY BRIAN K	BAKEWELL MICHAEL D & DEBORAH A	BALE ANGELA
1105 OAK RIVER RD	50 WATERWAY CT	1116 PINEMONT DR NORTH
MEMPHIS, TN 38120-3318	THE WOODLANDS, TX 77380	TUSCALOOSA, AL 35406
BALLARD GEORGE F & KEIGH	BARHAM ROBERT B	BARNES LESLIE & SUSAN
957 CASTLE KIRK DR	17119 PERDIDO KEY DR UNIT D 32	3210 DOCKENS RD
BATON ROUGE, LA 70808	PENSACOLA, FL 32507	MCDAVID, FL 32568
BARTON ARLENE	BASDEN KATIE PRATHER	BATES PAUL
1209 FOREST CIR	PO BOX 2506	2281 GRANDVIEW DR
CORBIN, KY 40701-2329	AUBURN, AL 36831-2506	LAWRENCEBURG, TN 38464
BEACH & YACHT CLUB AT	BEANS MELVIN D	BEASLEY CAROL FAYE LIFE EST
16790 PERDIDO KEY DR	494 MOUNTAIN FOREST TRAIL	17000 PERDIDO KEY DR LOT Q
PENSACOLA, FL 32507	CALERA, AL 35040	PENSACOLA, FL 32507
BEILHARZ TERRY E & JUDITH A	BERTHAUME DAVID A	BIGLANE JAMES M & NANCY K
8736 FOX CHASE LN	6351 MUIR WOODS DR S	PO BOX 966
DEFIANCE, OH 43512	MOBILE, AL 36693	WESSON, MS 39121
BILLIE JOYCE	BLAKELEY ROBERT	BLAKELEY ROBERT B JR
3658 CLARIDGE RD NORTH	17119 PERDIDO KEY DR UNIT D 12	104 FOX RUN DR
MOBILE, AL 36608	PENSACOLA, FL 32507	MANDEVILLE, LA 70471
BLAND DANIEL L	BLAYLOCK CLAIRE WILSON	BLESSEY MADELEINE S
107 SOUTH RANKIN ST	1020 COUNTRY RD 1482	430 IONA ST
NATCHEZ, MS 39120	CULLMAN, AL 35058	METAIRIE, LA 70005
BODIE JUDY H	BOLLENBERG WILLIAM G & BARBARA E	BORHO JEFFREY M
4606 KINGSWOOD DR SOUTH	17119 PERDIDO KEY DR G-21	64 52ND ST
MOBILE, AL 36608	PENSACOLA, FL 32507	GULFPORT, MS 39507

BOX NORMA H TRUSTEE	BRAMLETT NANCY PATE	BRENNER HOWARD
3609 VANNEMAN CT	3724 DUNSTAN CT	4228 HOUMA BLVD
ATLANTA, GA 30339	MOBILE, AL 36608	METAIRIE, LA 70006
arrages		
BROCKMAN RALPH W & JANA W	BROGDEN JOSEPH B	BROOKS ANDREW T
2812 ARMAND ST	1997 MEDICAL PARK DR	2139 GILLETTE ST
MONROE, LA 71201	ATMORE, AL 36502	HOUSTON, TX 77006
BROOKS ANITA JOYCE	BROWN GLADYS	BROWN WANDA M
2803 CRYSTAL FALLS DR	PO BOX 11270	192 DONOVAN RD
KINGWOOD, TX 77345	NEW ORLEANS, LA 70181	LUREDALE, MS 39451
BRYANT SCOTT M & JULIE C	BUCHANAN HELEN H	BURKE TED
1830 29TH AVE S APT 440	PO BOX 171	70 OAKLAND AVE
HOMEWOOD, AL 35209-2663	MOBILE, AL 36601	MOBILE, AL 36608
BYC PARTNERS LLC	CALDWELL H MILLER JR	CAMP JOHN R
4500 1-55 NORTH STE 221	107 SHORELINE DR	2240 SIMPSON RD
JACKSON, MS 39211	GULF BREEZE, FL 32561	SMYRNA, GA 30080
CARNLEY DEBORAH FAYE	CAROLINE B WEBB TRUST	CARTER LLOYD W & CHERYL B
17000 PERDIDO KEY DR # G	110 DUNHAM SPRINGS LN	2310 MARIANNE DR
PENSACOLA, FL 32507	NASHVILLE, TN 37205	ZACHARY, LA 70791
CARTER MERLE Y	CASTLEBERRY EZELL & DICKS	CASTLEBERRY EZELL & EARLINE
6323 JEFFERSON HWY	17000 PERDIDO KEY DR	PO BOX 115
BATON ROUGE, LA 70806	PENSACOLA, FL 32507	WESSON, AL 36432
CAVIN CHARLES	CEFALU THOMAS V III	CHADWELL MARY L
2303 STEEL ST	3325 PIEDMONT RD #2405	17845 BRICKWOOD DR
HOUSTON, TX 77098	ATLANTA, GA 30305	FAIRHOPE, AL 36532
CHAIN BETTY GREEN	CHALFIN STEVEN	CHAROGLU AUDREY
312 6TH AVE	1501 BLACKBIRD LN	12 WATERFORD DR
HATTIESBURG, MS 39401	SAN ANTONIO, TX 78248	HATTIESBURG, MS 39402
CHRNEST PARTNERSHIP	COLVIN MELANIE G	CRANE THEODORE P JR & BARBARA A
414 GLENDALE DR	4 BUIE DR	2119 LAKE HEATHER WAY
METAIRIE, LA 70001	MONROE, LA 71201	BIRMINGHAM, AL 35242

CREWS VELMA D	CROLEY DEBORAH D	CURRY JENICE
5149A HIGHWAY 612	PO BOX 23	2540 GLENN BROOKE DR
LUCEDALE, MS 39452	CENTURY, FL 32535	AUBURN, AL 36830
CUSICK REBECCA CHAPPELL LIFE EST	CYNTHIA A TRUSTEES	DARBY RHETT E & ROXANNE
17119 PERDIDO KEY DR # G-15	14251 SILVER RIDGE RD	14005 SOLANO CIR
PENSACOLA, FL 32507	POWAY, CA 92064-4969	OCEAN SPRINGS, MS 39564
	_	
DAVIS MARY CHEEK HALL FAMILY TRUST	DAVIS TERRY D & LYNNE	DEBOLT FRANK W
2630 CENTENNIAL PL	11726 COUNTY RD # 262	504 BILTMORE DR
REGIONAL CENTERTALLAHASSEE, FL 32308	TYLER, TX 75707	FRANKLIN, TN 37067
DEMPSEY JEAN C	DIALS DOUG	DIAZ VERSON PATRICIA
624 TUDOR LANE WEST	17119 PERDIDO KEY DR # G14	252 KODIAK TRL
MOBILE, AL 36608	PENSACOLA, FL 32507	FORTSON, GA 31808
DOUBLIN CYNTHIA D	EDGE ANDREW N	FOR GOTTESMAN CHARLOTTE TRUST
501 CHINQUAPIN CIR	4268 DYKES DR	PO BOX 2370
COVINGTON, LA 70433	ATLANTA, GA 30342	NEW ORLEANS, LA 70176
FOR KILLAM BETTY H TRUST	FOR LAROCHE GERALD TRUST	FOR NEWMAN R GLENDA TRUST
8850 CREAMER RD	10801 HUNTERS POINT RD	PO BOX 789
CENTURY, FL 32535	FORT SMITH, AR 72903	SPRINGDALE, AR 72765
FOR PHILLIPS JAMES TRUST	FOR PIERCE ERNEST NOEL TRUST	FOR PLUMMER CAROL H LIVING TRUST
1452 HICKORY ST	1736 E SUNSHINE ST SUITE 500	29237 NEW BRADFORD
NICEVILLE, FL 32578	SPRINGFIELD, MO 65804-1335	WESSON, MI 48331
FOR SEBASTIAN FAMILY TRUST	FOR SMITH SHARON ANN TRUST	FOR STILLMAN MARGARET M TRUST
2701 TIMBERCREST LN	17075 PERDIDO KEY DR # 6-W	17075 PERDIDO KEY DR #U4E
HIGHLAND VILLAGE, TX 75077	PENSACOLA, FL 32507	PENSACOLA, FL 32507
FOR WILBOURN DEANNA A MARITAL TRUST	FORD MICHAEL A & KIMBERLY R TRUST	FORTINBERRY KENNETH A LIFE EST
	106 E TIMBER RIDGE DR	17119 PERDIDO KEY DR # D-21
94 PIDGEON RD MEMPHIS TN 38117	WAYNESBORO, MS 39367	PENSACOLA, FL 32507
MEMPHIS, TN 38117		
GADY LLC	GIBSON EMORY T	GIBSON NANCY T
3701 TILFORD CIR	1201 STONEHURST DR	127 W CANEBRAKE BLVD
MONROE, LA 71201	HUNTSVILLE, AL 35801	HATTIESBURG, MS 39402

GODFREY THOMAS B JR & PATRICIA R	GOODWIN SARA G	GRAHAM FRANK J
1409 N 2ND ST	2215 W 33RD ST	9710 HAMILTON CREEK DR S
MONROE, LA 71201	PANAMA CITY, FL 32405-1920	MOBILE, AL 36695
GRENIER JOHN B	GUIDRY ALEXIS H	HAFFNER STEPHANIE S
1833 WOODCREST RD	17515 THREE RIVERS RD	PO BOX 16111
BIRMINGHAM, AL 35209	COVINGTON, LA 70433	MOBILE, AL 36616
HALEY JOHN P III	HAMMAC KAY R	HAMMOCK WILLIAM R JR
PO BOX 859	5410 DAWSON RD	525 OWLS NEST PL
POINT CLEAR, AL 36564	CENTURY, FL 32535	FAIRHOPE, AL 36532
HARDEN DEBRA M	HARENA LLC	HARRIS EGERTON S
9526 SCENIC HILLS DR	1550 MCFARLAND BLVD N THIRD FLOOR	PO BOX 21299
SEMMES, AL 36575	TUSCALOOSA, AL 34506	TUSCALOOSA, AL 35402
HATCHER DENISE L	HAZELRIG LYNN S	HENDERSON ESTHER G
8655 JEFFERSON HWY # 15	PO BOX 43669	1683 MCMICHAEL DR
BATON ROUGE, LA 70809	BIRMINGHAM, AL 35243	BATON ROUGE, LA 70815
HERITAGE PARTNERS LTD	HIGHWAY EQUIPMENT CO INC	HOGAN JACQUELINE VZ
3345 WOODROW WAY	2 S 32ND ST	PO BOX 550
ATLANTA, GA 30319	BIRMINGHAM, AL 35233	MERIDIAN, MS 39302-0550
HOLLINGSWORTH CAREY F III & VIRGINIA C	HOLT DAVID A	HOOD WARREN A JR & CAROLYN S
2933 VIRGINIA RD	17131 PERDIDO KEY DR #502	623 MAIN ST
BIRMINGHAM, AL 35223	PENSACOLA, FL 32507	WESSON, MS 39401
HORSLEY MARILYN	HUBERT LEO A JR & BARBARA J	HUGHES MARTHA H
1831 PRIM CIR	11 ENGLISH TURN CT	3620 OAK GROVE CIR
AUBURN, AL 36830	NEW ORLEANS, LA 70131	MONTGOMERY, AL 36116
HULETT GREGORY J	HULSEY WILLIAM C & MILDRED E	HURST BILLY
1814 LAKE HARRIS RD	424 CLUB PLACE	17075 PERDIDO KEY DR U-1W
WHITE OAK, TX 75693	BIRMINGHAM, AL 35223	PENSACOLA, FL 32507
HYNSON ROBERT G	INGRAM DONALD W	JACOBS CHILDRENS TRUST
PO BOX 3020	10169 BOWMAN AVE	4150-C OLD STERLINGTON RD
LAUREL, MS 39442	PENSACOLA, FL 32534	MONROE, LA 71203

JACOBS DOROTHY S	JACOBS JOSEPH D JR	JAMES J F
1 RIVER PLACE	4150-C STERLINGTON RD	814 AMBERWOOD DR
3 POYDRAS ST STE 9DNEW ORLEANS, LA 70130	MONROE, LA 71203	TUSCALOOSA, AL 35405
JAMES WILLIE F & RITA M	JENKINS VIRGINIA H	JOHNSON GLENDA YOUNG
9855 CELESTE RD	120 LEE DR	2420 BOBWHITE TRAIL W
SARALAND, AL 36571	AUBURN, AL 36832	MOBILE, AL 36695-8378
JOHNSON JOHN T	JONES FRANK C	JUSTICE AMY LEWIS
4558 AMBLEWOOD CT	3001 WOODLEIGH RD	3461 LOST VALLEY DR
PACE, FL 32571	BIRMINGHAM, AL 35223	JONESBORO, GA 30236
KELLY CHRISTOPHER L	KENT BARBARA A	KENYAN SUSAN POPE
1920 SHADES CREST RD	1200 BLACKHAWK DR	810 SCHOOL ST
BIRMINGHAM, AL 35216	OPELIKA, AL 36801	COLUMBIA, TN 38401
KEY SHELL INC	KILPATRICK ANDREW C	KING ANN T FAMILY PARTNERSHIP
146 S FLORIDA STREET	486 BOTANICAL PL	703 BEECH ST
MOBILE, AL 36606	BIRMINGHAM, AL 35223	HELENA, AR 72342
WING UPNOVI OF	W 511 1005011 0	WW. 50 150 150 100 100 100 100 100 100 100
KING HENRY L SR	KLEIN JOSEPH G	KNIEP ERNEST W JR
PO BOX 1372	912 OLD CAHABA DR	5200 TRAVIS RD #2
FOLEY, AL 36536	HELENA, AL 35080	MOBILE, AL 36619
KOCH PAMELA B	KOFFLER WARREN E	KOPPEL GEORGE H
112 LEVERT AVE	10 SCHWAEMMLE DR	4530 MAGAZINE ST # A
MOBILE, AL 36607	MOBILE, AL 36608	WESSON, LA 70115
LAKESHORE CAPITAL INVESTMENTS LLC	LAROCHE GERALD E & LAROCHE CAROLE F	LARUE WILLIAM T & JOY W
2000 1ST DR STE 400	TRUSTEES FOR L	1359 RIVERDALE RD
MARIETTA, GA 30062	17075 PERDIDO KEY DR U 5C	GERMANTOWN, TN 38138
	PENSACOLA, FL 32507	
LATTA FORREST S	LAUGHMAN MARY M	LEE JUDITH GOODWIN
4708 OLD SHELL RD	49 SOUTH POINT	1162 CHEVAL LN
MOBILE, AL 36608	HATTISBURG, MS 39402	BIRMINGHAM, AL 35216
LENAGHAN JAMES O	LESTER LEE W	LIGHTSEY LEON G JR
1632 SUGAR CREEK DR	2510 GLADSTONE DR	5223 BORDER DR N
MOBILE, AL 36695	HUNTSVILLE, AL 35811	MOBILE, AL 36608

LINT ROYCE L JR	LOCKETT GERTRUDE W	LOFLIN JOHN W
5914 RIVERVIEW DR	3832 BROOK HOLLOW LN	PO BOX 4987
BIRMINGHAM, AL 35210	BIRMINGHAM, AL 35243	MONROE, LA 71211
LONG EARLE W IV	LOVELL LEAH CHILDERS MANAGEMENT	LYNN
PO BOX 2746	TRUST	14010 RANDAMERE DR
MOBILE, AL 36652	609 RANDOLPH AVE SE HUNTSVILLE, AL 35801	HUNTSVILLE, AL 35803-2340
	HUNTSVILLE, AL 33001	
MAJURE FAMILY LIMITED PARTNERSHIP	MANSHEL STEPHEN D & ELLEN H	MARGARET M TRUST
626 22ND AVE SOUTH	7523 GARNET ST	17075 PERDIDO KEY DR # U4E
MERIDIAN, MS 39301	NEW ORLEANS, LA 70124	PENSACOLA, FL 32507
MARITAL TRUST	MARMANDE MARVIN V JR	MASTER BOAT BUILDERS INC
3547 BUFFALO RD	1212 SAINT CHARLES ST	PO BOX 702
WOODVILLE, MS 39669	HOUMA, LA 70360-2774	BAYOU LA BATRE, AL 36509
MATCHETT ALTON & DARLENE	MATTEI HARRY W & MARGARET R	MAXWELL ROSEMARY
9855 REBEL RD	3804 WARREN CT	222 BOXWOOD DR
PENSACOLA, FL 32526	MOBILE, AL 36608	FRANKLIN, TN 37069
MCGEHEE WILLIAM	MCGINLEY KATHERINE M	MCGOWAN DIANE WEST LIMITED
C/O TALLADEGA INSURANCE	109 RYAN AVE	PARTNERSHIP
109 N SPRING STTALLADEGA, AL 35160	MOBILE, AL 36607	2749 QUAIL RUN PLACE
		JACKSON, MS 39211
MCLEOD DOUGLAS R	MCWHORTER ROBERT W & PATRICIA K	MEACHAM JOHN E & ALISON O
11 COUNTRY CLUB	10046 CONWAY RD	3 SPRING BANK RD SOUTH
MOBILE, AL 36608	ST LOUIS, MO 63124-1277	WESSON, AL 36608
MERRILL ALFRED L JR &	METZGER WILLIAM J JR	MINTZ MORRIS
1647 PANORAMA LN	14651 RIDGE RD	PO BOX 6058
BIRMINGHAM, AL 35216	SUMMERDALE, AL 36580	MONROE, LA 71211
MITCHELL JACK & CATHERINE B	MONTAGUE FAMILY PARTNERSHIP	MORGAN BRYAN R
17119 PERDIDO KEY DR # C33	64 CHERRY LN	214 RIVER BEND RD
PENSACOLA, FL 32507	MEMPHIS, TN 38117	COLUMBIA, MS 39429
i ENGRECER, i E 32307	INICIVII IIIJ, IIV JOIII/	COLONIDIA, IVIS SS428
MORGAN CECIL JR & JANE H	MORRISSEY MARY G TRUSTEE	MOSTELLAR JOHN T
3090 OVERHILL RD	4476 PRESERSVE DR	2355 VENETIA RD
BIRMINGHAM, AL 35223	HOOVER, AL 35226-4159	MOBILE, AL 36605

MOTE LAUREN O 290 RIVER ROUTE MAGNOLIA SPRINGS, AL 36555 NABERS DRAYTON JR 1901 6TH AVE N STE 2400 BIRMINGHAM, AL 35203	MOWERY PATSY T REVOCABLE LIVING TRUST 17000 PERDIDO KEY DR LOT J PENSACOLA, FL 32507 NANCY KEITH 44 ENGLISH TURN DR NEW ORLEANS, LA 70131	MYERS GLORIA W 17000 PERDIDO KEY DR # A-12 PENSACOLA, FL 32507 NEAL SALLY R 57 HAPPY VALLEY CIR NEWNAN, GA 30263-4025
NEEDLE RUSH POINT OWNER'S ASSOC INC 17119 PERDIDO KEY DR PENSACOLA, FL 32507	NETTERVILLE CHARLES T IV 3695 BUFFALO RD WOODVILLE, MS 39669	NEWMAN DWAIN A 2491 E JOYCE BLVD FAYETTEVILLE, AK 72703
NOLEN JAMES S 600 HILLYER HIGH RD ANNISTON, AL 36207	NOLEN LEON A IV 2701 BAILEY RD LEEDS, AL 35094	PALMER JEFFREY T 9801 OLD WATERMELON RD TUSCALOOSA, AL 35406
PANSY 16790 PERDIDO KEY DR # A801 PENSACOLA, FL 32507	PARKER ARNOLD H PO BOX 442 FOLEY, AL 36536	PARMLEY RICHARD T 17119 PERDIDO KEY DR # C-24 PENSACOLA, FL 32507
PATTON ROBERT C & BARBARA H 3001 ROCKY BROOK RD OPELIKA, AL 36801	PAYNE KATHERINE C 28 CROSS CREEK DR MOUNTAIN BROOK, AL 35213	PERDIDO FOUR LLC 52410 CLARK RD WHITE CASTLE, LA 70788
PERDIDO KEY PARTNERS 3136 PINE RIDGE RD BIRMINGHAM, AL 35213	PERDIDO PARADISE LLC 3004 ASBURY LN BIRMINGHAM, AL 35243	PETERSEN ROBERT M & ELISE H 704 S JAHNCKE AVE WESSON, LA 70433
PEVAHOUSE LOIS I 597 BOCAGE RD CANTONMENT, FL 32533	PINEBROOK PROPERTIES LLC 3378 MOFFETT RD MOBILE, AL 36607	PORTER CHRISTOPHER S 1647 OLIVIA WAY AUBURN, AL 36830
PRESCOTT THOMAS C SR 17075 PERDIDO KEY DR # 1C PENSACOLA, FL 32507	PRICE ROY B II 1105 HILLCREST CROSSING WEST MOBILE, AL 36695	RATLIFF JOYCE A 2003 GARDEN PL BIRMINGHAM, AL 35223
REIMER GARY B 17075 PERDIDO KEY DR UNIT U-3W PENSACOLA, FL 32507	RENARD LLC 168 E OAKRIDGE PARK METAIRIE, LA 70005	RESIDENCE TRUST 100-B SOUTH MAIN ST TUSCUMBIA, AL 35674

REYNOLDS THOMAS TIMOTHY	RICE DEBORAH KAY	RICHARDSON DAISY P TRUST
17119 PERDIDO KEY DR UNIT A-12	2124 MARCHFIELD DR EAST	162 RUMSON ROAD NE
PENSACOLA, FL 32507	MOBILE, AL 36693	ATLANTA, GA 30305
RIO DEVELOPMENT PARTNERS LLC	ROBBINS DOUGLAS N JR	ROBINSON ADAMS INSURANCE INC
PO BOX 738	2401 BROOKPARK RD	PO BOX 530250
POINT CLEAR, AL 36564	PENSACOLA, FL 32534	BIRMINGHAM, AL 35253
ROBINSON G A III TRUST	ROSENDAHL MATTHEW	ROUSE ENTERPRISES LLC
4806 WHITEHALL CV	1000 VALENCE ST	111 BEDFORD RD
MEMPHIS, TN 38117	NEW ORLEANS, LA 70115	HATTIESBURG, MS 39402
ROWELL JULIE R	ROYAL CUP INC	RUSSELL WILLIAM S & JANET
510 OAK RIDGE CT EAST	160 CLEAGE DR	1605 BLACK HAWK DR
DAPHNE, AL 36526	BIRMINGHAM, AL 35217	OPELIKA, AL 36801
SAINO FELIX H & HELEN W	SCHEU CHERYL W	SCOTT CHARLES D
5214 CHOCTAW AVE	5584 DOUBLE OAK LN	2641 INTERSTATE DR
PENSACOLA, FL 32507	BIRMINGHAM, AL 35242	OPELIKA, AL 36801
SCOTT ISAAC J III	SEABREEZE PROPERTIES LLC	SELLERS CHARLOTTE TRUSTEES FOR TRUST
2 OLD CREEK TRL	100 M PRICE RD	C25
OPELIKA, AL 36804	PERKINSTON, MS 39573	16 CROSS CREEK DR
		MOUNTAIN BROOK, AL 35213
SEWELL STEPHANIE M	SHEFFIELD T T & BETTY B	SHELLY ANGELA
2304 BROOK MANOR DR	47175 BELLEWOOD DR	515 S 21ST AVE
BIRMINGHAM, AL 35223	MOBILE, AL 36618	WESSON, AL 36502
SIMMONS FIRST TRUST CO	SKINNER ELLIS R	SLATER BRADFORD P
3131 OLIVE ST	3046 WETHERBY DR	28 PRIMROSE DR
PINE BLUFF, AR 71603	GERMANTOWN, TN 38139	CRANSTON, RI 2921
SLOCUM FRED E	SOLOMON GARY & MARTHA	SOUTHWEST SECURITY INC
17131 PERDIDO KEY DR # 601	5400 BANCROFT DR	75 MELROSE MONTEBELLO PKWY
PENSACOLA, FL 32507	NEW ORLEANS, LA 70122	NATCHEZ, MS 39120
STEVENS RONALD J & REBECCA B	STONE AIMEE	STONE JOSEPH P
PO BOX 1440	2317 GARLAND DR	1300 HINKLE RD
DAPHNE, AL 36526	BIRMINGHAM, AL 35216	CLANTON, AL 35045

STRICKLAND H C & DORIS	SULLIVAN SUZANNE S	SUSAN STOREY
PO BOX 2078	PO BOX 218	650 RIDGEFIELD RD
GULF SHORES, AL 36547-2078	LIBERTY, MS 39645-0218	MOBILE, AL 36608
CHITTED IANIS	TALLEY JOHN F & DEDDLD	TANION IOUN A TRUCTE
SUTTER JANIS	TALLEY JOHN F & PEPPI P	TAYLOR JOHN A TRUSTEE
102 BLACKBERRY TRAIL	904 LAKE COLONY RUN	104 S RIDGE RD
FLORENCE, AL 35630	BIRMINGHAM, AL 35242	ANDALUSIA, AL 36420
TERRAL THOMAS B	TERRELL CAROLYN D	THOMPSON RICHARD E MANAGEMENT
70 CYPRESS LOVE	2419 AUDUBON ST	TRUST
DELHI, LA 71232	NEW ORLEANS, LA 70125	8 CARLA CIR
		BIRMINGHAM, AL 35213
THORN EDWARD F & NITA F TRUSTEES FOR	THORNTON KATHY W	TURNEY DALE & GINA
19481 MOUNTAINVIEW LN	17075 PERDIDO KEY DR # 5-E	741 PLUMMER RD #1220
HUNTINGTON BEACH, CA 92648-5527	PENSACOLA, FL 32507	HUNTSVILLE, AL 35806
TYNES BAYARD S JR	VASCOCU JULIA H	VIEW ON THE GULF PARTNERS
2308 BROOK MANOR DR	103 OAK ALLEY	129 WHETSTONE ST
BIRMINGHAM, AL 35223	LAFAYETTE, LA 70508	MONROEVILLE, AL 36460
VILLERE GEORGE G	VIP RESOURCES LLC	WARD CHERYL Y
9 AUDUBON PLACE	104 CAMELLIA DR	5065 SOUNDSIDE DR
NEW ORLEANS, LA 70118	WETUMPKA, AL 36092	GULF BREEZE, FL 32563
WARE FRANCES W	WEBB PAUL E	WEBSTER DAVID F
300 BRIARWOOD DR WEST	17000 PERDIDO KEY DR, LOT D	2 WESTGATE RD
JACKSON, MS 39206	PENSACOLA, FL 32507	WESSON, AL 36608
WEICHERT CAPITAL HOLDINGS I	WEST DOROTHY ANN	WILLIAMS ROBERT D
501 RUE ST PETER APT 111	17075 PERDIDO KEY DR # 3E	232 LAKEWOOD DR WEST
MATAIRIE, LA 70005	PENSACOLA, FL 32507	MOBILE, AL 36608
WILLIAMS THEODORE B & NORA IVA	WILLIS ALPHONSO	WINKLER & BUTITRICH TRUST
217 CONCORDIA BLVD	206 LYNNWOOD CIR	C/O REGIONS BANK
PENSACOLA, FL 32505	HATTIESBURG, MS 39402	PO BOX 13519ARLINGTON, TX 76094
i Endroothy i E 32303	1.7.1.71E3501(G) 1913 33702	10 DON 10010ANLINGTON, IN 70034
WOODALL KEITH & JOANNE B	WOODWARD LAURIE	YACHT HARBOUR DEVELOPMENT LLC
1805 WHITTELSEY CT	414 SKYLINE DR	212 W INTENDENCIA ST
OPELIKA, AL 36801	TAYLORSVILLE, KY 40071	PENSACOLA, FL 32502
,	,	,

YATTUM CONDOS INC 3161 LEE ROAD 54 OPELIKA, AL 36804 YOUNG JERRY W & REJOHNIA E 1052 MARYANNA RD CALERA, AL 35040 YOUNGBLOOD WILLIAM T 30 OAKLAND AVE MOBILE, AL 36608

Planning Board-Rezoning

 Meeting Date:
 01/05/2016

 CASE:
 Z-2015-22

APPLICANT: Thomas Hammond, Agent for Eli H. Miller, Owner

ADDRESS: Northwest Corner of Highway 196 and Highway 95-A

PROPERTY REF. NO.: 22-2N-31-1103-000-000

FUTURE LAND USE: RC, Rural Community

DISTRICT: 5 **OVERLAY DISTRICT:** N/A

BCC MEETING DATE: 02/02/2016

SUBMISSION DATA:

REQUESTED REZONING:

FROM: Agr, Agriculture district (one du/20 acres)

TO: RMU, Rural Mixed-use district (two 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 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 Rural Community (RC) category is intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County. The range of allowable uses include: agriculture,

6. B.

silviculture, residential, recreational facilities, public and civic, compact traditional neighborhood supportive commercial. The maximum residential density is 2 dwelling units per acre.

CPP FLU 3.1.4 Rezoning. Escambia County will protect agriculture and the rural lifestyle of northern Escambia County by permitting re-zonings to districts, allowing for higher residential densities in the Rural Community (RC) future land use category.

FINDINGS

The proposed amendment to Rural Mixed-Use (RMU) is consistent with the intent and purpose of Future Land Use category Rural Community (RC) as stated in CPP FLU 1.3.1. The increased density is consistent with the allowable uses of the Future Land Use category. The Comprehensive Plan permits rezoning to districts allowing higher residential densities in the Rural Community (RC) Future Land Use as stated in FLU 3.1.4.

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. 3-2.2 Agricultural district (Agr)

(a) Purpose. The Agricultural (Agr) district establishes appropriate areas and land use regulations for the routine agricultural production of plants and animals, and such related uses as silviculture and aquaculture. The primary intent of the district is to avoid the loss of prime farmland to other uses, its division into smaller parcels of multiple owners, and other obstacles to maintaining or assembling sufficient agricultural acreage for efficient large-scale farming. Other than agricultural production, non-residential uses within the Agricultural district are generally limited to rural community uses that directly support agriculture, and to public facilities and services necessary for the basic health, safety, and welfare of a rural population. The absence of urban or suburban infrastructure is intentional. Residential uses within the district are largely self-sustaining, consistent with rural land use and limited infrastructure. Single-family dwellings are allowed at a very low density sufficient for the needs of the district's farm-based population.

Sec. 3-2.4 Rural Mixed-use district (RMU)

(a) Purpose. The Rural Mixed-use (RMU) district establishes appropriate areas and land use regulations for a mix of low density residential uses and compatible non-residential uses within areas that have historically developed as rural or semi-rural communities. The primary intent of the district is to sustain these communities by allowing greater residential density, smaller residential lots, and a more diverse mix of non-residential uses than the Agricultural or Rural Residential districts, but continue to support the preservation of agriculturally productive lands. The RMU district allows public facilities and services necessary for the health, safety, and welfare of the rural mixed-use community, and other non-residential uses that are compact, traditionally neighborhood supportive, and compatible with rural community character. District communities are often anchored by arterial and collector streets, but they are not characterized by urban

or suburban infrastructure. Residential uses are generally limited to detached single-family dwellings, consistent with existing rural communities and limited infrastructure.

- (b) Permitted uses. Permitted uses within the RMU district are limited to the following:
- (1) Residential.
- a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.
- b. Single-family dwellings (other than manufactured homes), detached only, on lots one half acre or larger.

See also conditional uses in this district.

- (2) Retail sales. The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales with no outdoor storage:
- a. Automotive fuel sales.
- b. Convenience stores.
- c. Drugstores.
- d. Grocery or food stores, including bakeries and butcher shops whose products are prepared and sold on the premises.
- e. Hardware stores.

See also permitted agricultural and related uses and conditional uses in this district.

- (3) Retail services. The following small scale (gross floor area 6000 sq.ft. or less per lot) retail services with no outdoor work or storage.
- a. Bed and breakfast inns.
- b. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners, and tattoo parlors.
- c. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
- d. Repair services, including motor vehicle repair, appliance repair, furniture refinishing and upholstery, watch and jewelry repair, and small engine and motor services.
- e. Restaurants, excluding on-premises consumption of alcoholic beverages and drive-in or drive-through service.

See also permitted agricultural and related uses and conditional uses in this district.

- (4) Public and civic.
- a. Cemeteries, including family cemeteries.
- b. Clubs, civic or fraternal.
- c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
- d. Educational facilities, including preschools, K-12, colleges, and vocational schools, on lots one acre or larger.
- e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
- f. Funeral establishments.
- g. Offices for government agencies or public utilities, small scale (gross floor area 6000 sq.ft. or less per lot).
- h. Places of worship on lots one acre or larger.

- i. Public utility structures 150 feet or less in height, excluding telecommunications towers. See also, conditional uses in this district.
- (5) Recreation and entertainment.
- a. Campgrounds and recreational vehicle parks on lots five acres or larger.
- b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
- c. Marinas, private only.
- d. Parks, with or without permanent restrooms or outdoor event lighting. See also conditional uses in this district.
- (6) Industrial and related. Borrow pit and reclamation activities 20 acres minimum and subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and location and use regulation Part III, the Land Development Code, chapter 4. *Borrow pits require conditional use on land zoned RR prior to the adoption of the RMU zoning.
- (7) Agricultural and related.
- a. Agriculture, including raising livestock, storing harvested crops, and cultivation of nursery plants. A minimum of two acres for keeping any farm animal on site and a maximum of one horse or other domesticated equine per acre.
- b. Agricultural research or training facilities.
- c. Aquaculture, marine or freshwater.
- d. Farm equipment and supply stores.
- e. Produce display and sales of fruit, vegetables and similar agricultural products.
- f. Silviculture.
- g. Stables, public or private, on lots two acres or larger.
- h. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

- (8) Other uses.
- a. Airports, private only, including crop dusting facilities.

FINDINGS

The proposed amendment is consistent with the intent and purpose of the Land Development Code. The proposed change would be compatible with the surrounding zonings within the Rural Community (RC) Future Land Use category. The parcel is along the intersection of two collector roadways and is adjacent to other parcels with similar residential uses and zonings. The location would promote compact development and not contribute to or promote strip commercial development.

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. Properties with zoning districts Agr, RR and RMU were found within the 500' radius impact area. The parcel is ± 19.89 acres surrounded by single-family dwellings to the north and west. The other adjacent parcels are currently vacant.

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 no changed conditions that would 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. The primary intent of the district is to sustain rural or semi-rural communities by allowing greater residential density, smaller residential lots, and a more diverse mix of non-residential uses than the Agricultural or Rural Residential districts, but continue to support the preservation of agriculturally productive lands.

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

Effect on natural environment

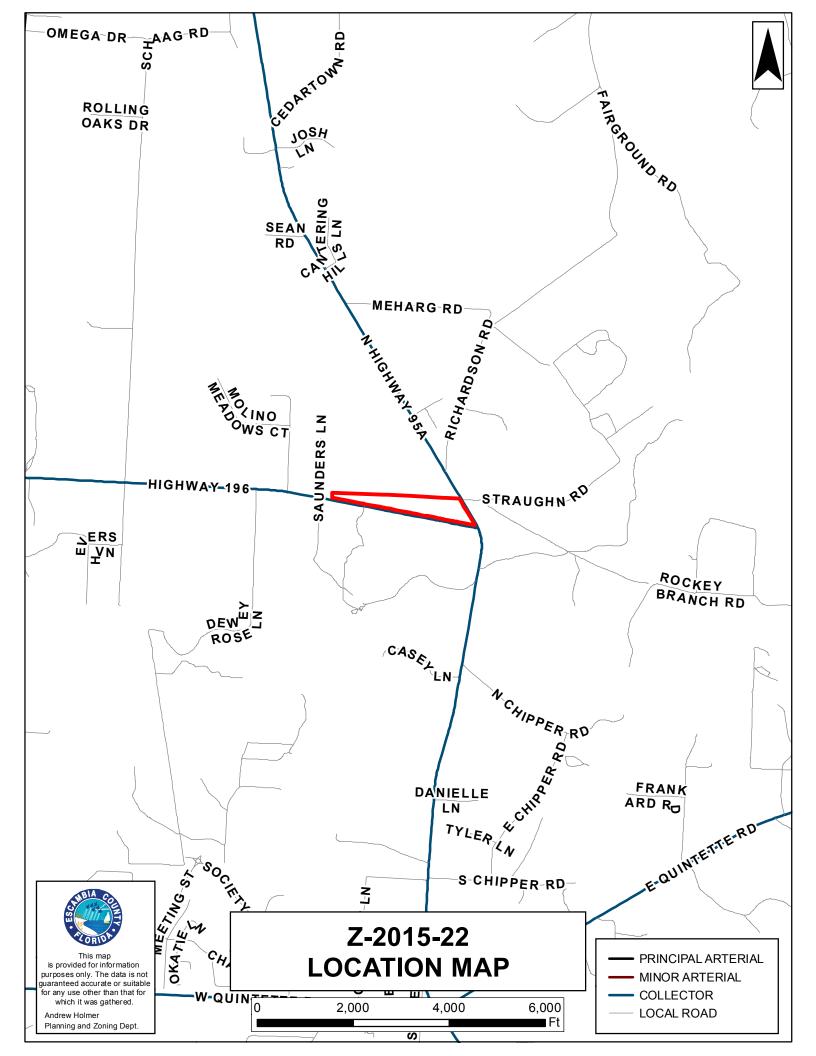
Whether the proposed rezoning would increase the probability of any significant adverse impacts on the natural environment.

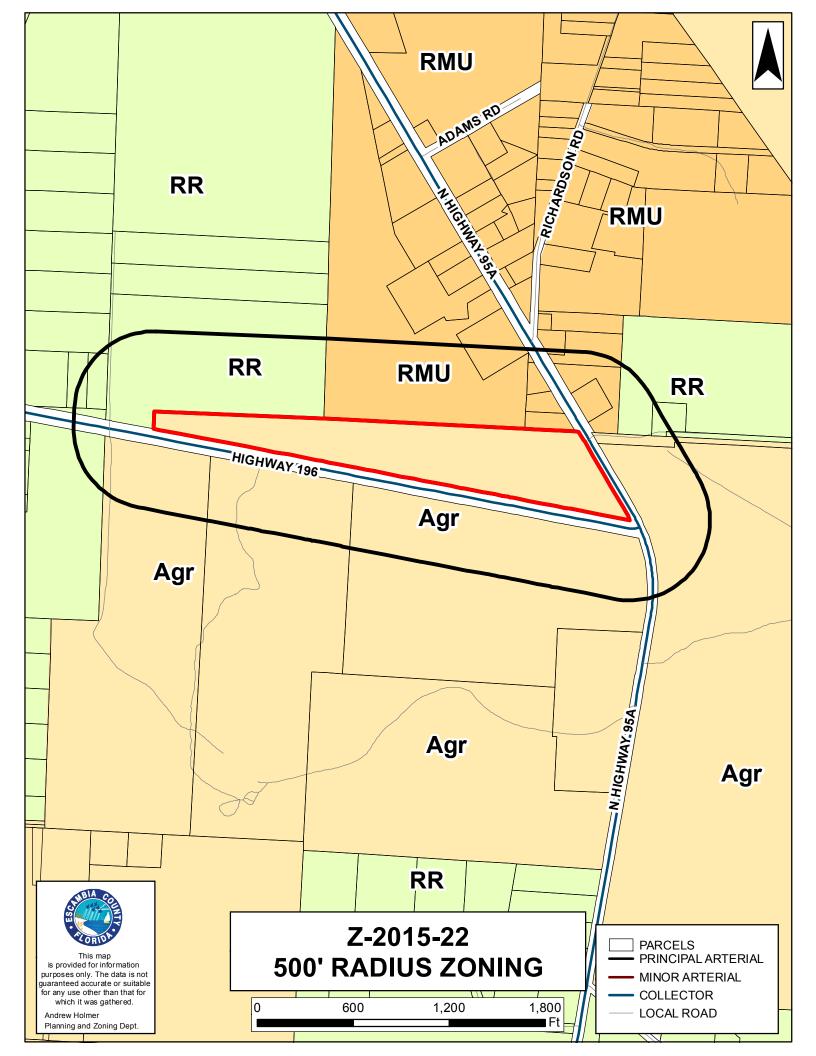
FINDINGS

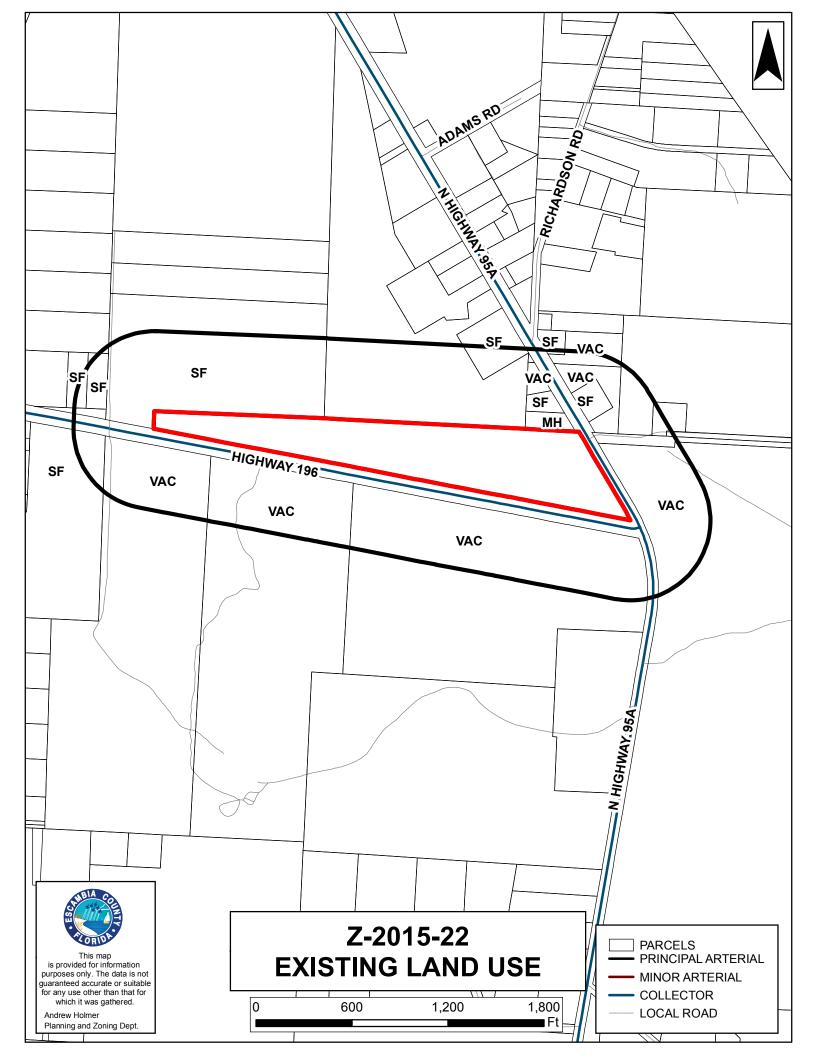
According to the National Wetland Inventory, wetlands and hydric soils were indicated on the subject property which may limit the amount of uplands for development. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

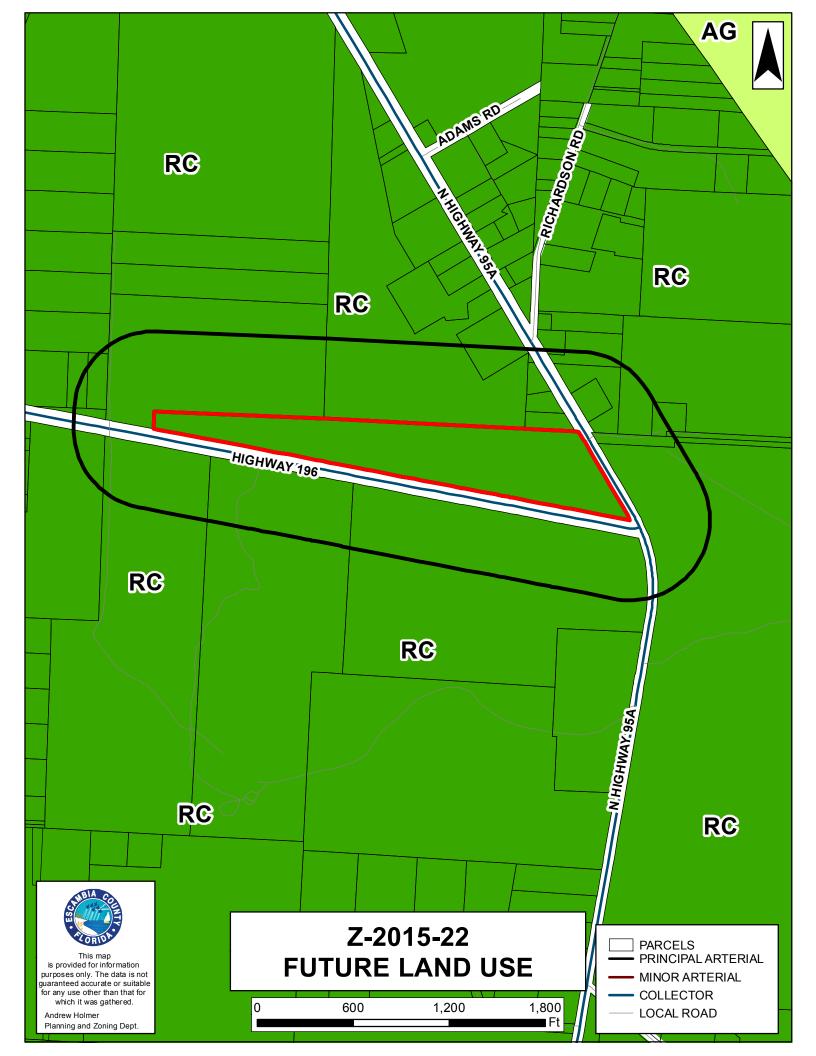
Attachments

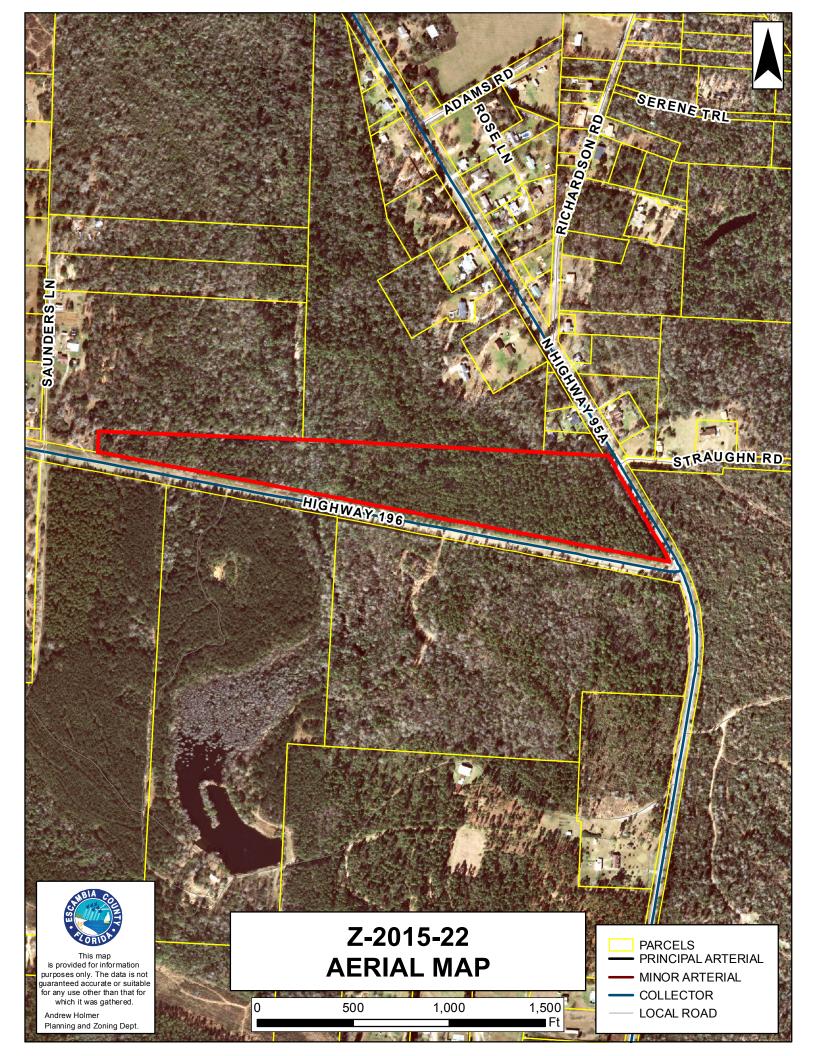
Z-2015-22

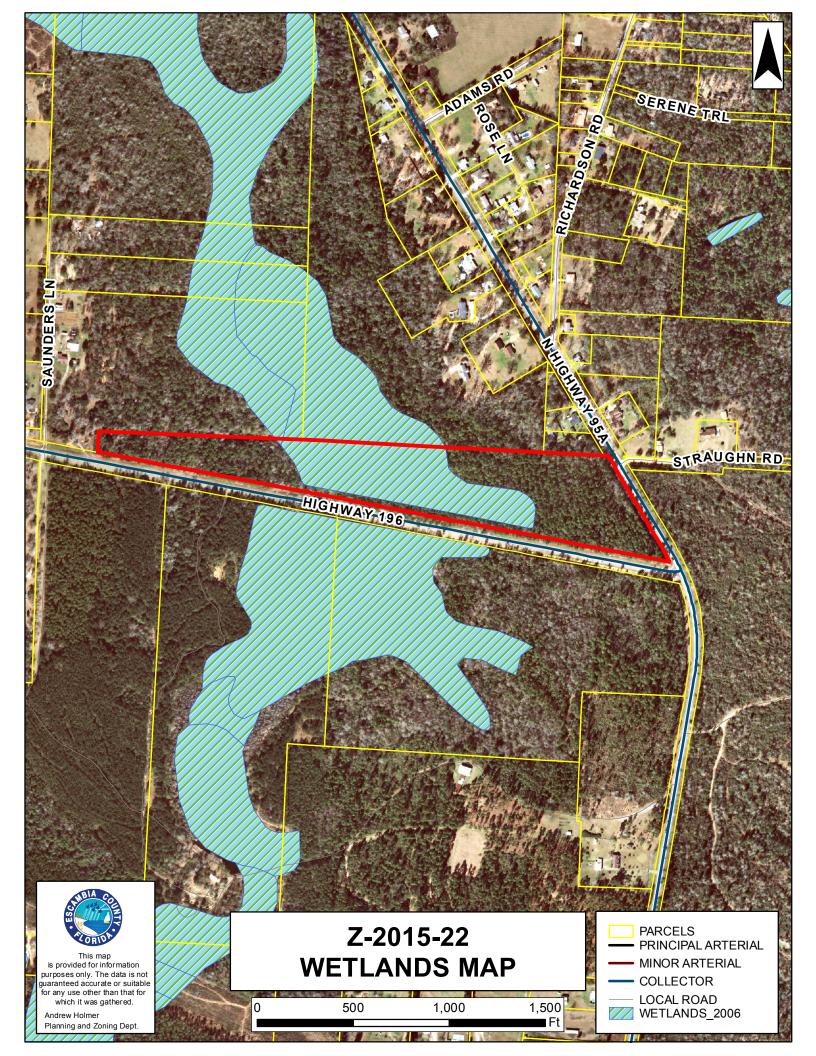




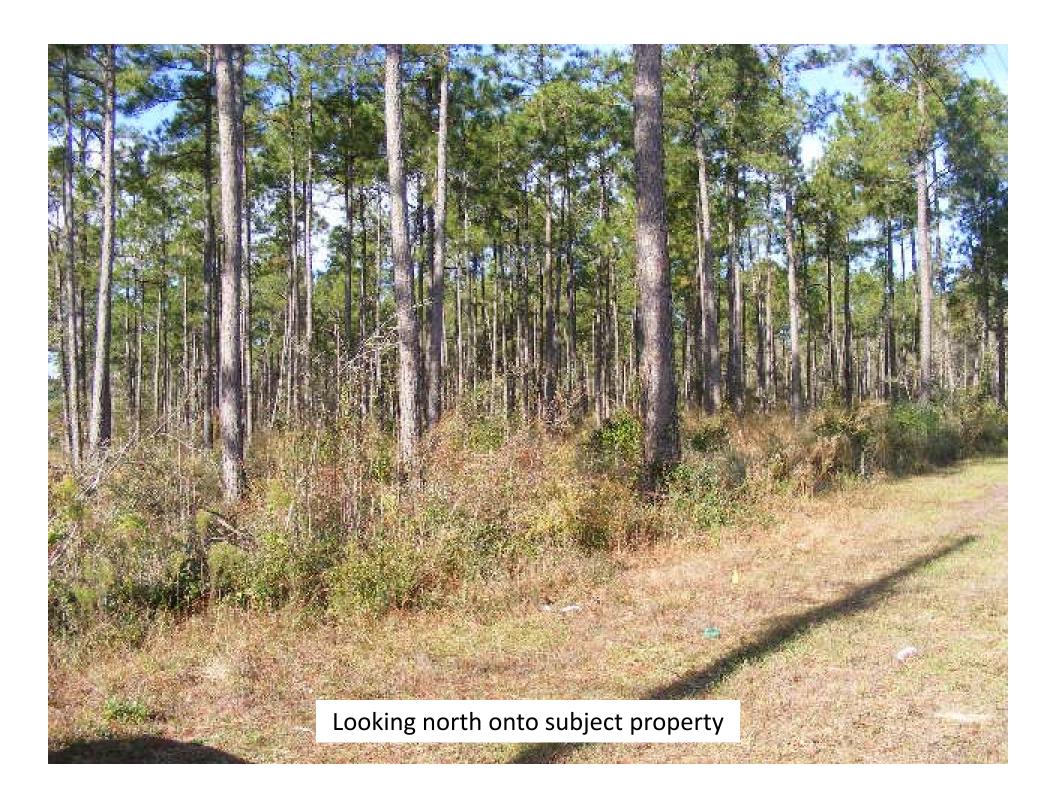




















HAMMOND ENGINEERING, INC.

FLORIDA CERTIFICATE OF AUTHORIZATION No. 00009130
ALABAMA CERTIFICATE OF AUTHORIZATION No. 3277

December 3, 2015

Mrs. Allyson Cain Planning Board Coordinator Development Services Bureau 3363 West Park Place Pensacola, Florida 32505

Reference:

Re-zoning Parcel No. 22-2N-31-1103-000-000

HEI Project No. 15-051

Dear Allyson:

The above referenced parcel is currently zoned AG and is located at the northwest corner of the Hwy 196 and Hwy 95-A intersection. We are requesting the site be re-zoned to RMU. The re-zoning will allow the parcel to be developed for residential subdivision with 1.0 ac lots.

We have attached all of the required items listed on the re-zoning application. Please review these items and provide the county's findings at your earliest convenience. Should you have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.

Thomas G. Hammond, Jr., PE. President

Attachments

cc:

Eli Miller



Development Services Department Escambia County, Florida

APPLICATION

	Please check application type:	☐ Conditional Use Request for:
	☐ Administrative Appeal	☐ Variance Request for:
	☐ Development Order Extension	Rezoning Request from: As Agr to: PMU
	lame & address of current owner(s) as shown of ANDERSON DOUGLAS K SR & MILD Owner(s) Name: PEMBROKE MARYANN TRUSTEE FOR PEMBROKE MARYANN TRUS	Phone:
Α	ddress:125 El	LM ST PENSACOLA, FL 32506 Email:
- 1	imited Power of Attorney form attached herein	g an agent as the applicant and complete the Affidavit of Owner and
P	roperty Address: NW COPANER	22-2N 31-1103-000-000
Ρ	roperty Reference Number(s)/Legal Description:	72-2N 31-1103-000-000
В	y my signature, I hereby certify that:	
1	 I am duly qualified as owner(s) or authorized ag and staff has explained all procedures relating to 	ent to make such application, this application is of my own choosing, o this request; and
2		ny knowledge and belief, and I understand that deliberate ounds for denial or reversal of this application and/or revocation of
3) I understand that there are no guarantees as to refundable; and	the outcome of this request, and that the application fee is non-
4		rty referenced herein at any reasonable time for purposes of site notice sign(s) on the property referenced herein at a location(s) to be
5	l am aware that Public Hearing notices (legal ad Development Services Bureau.	and/or postcards) for the request shall be provided by the
S	ignature of Owner/Agent	Printed Name Owner/Agent Date
Es	ignature of Owner	Firsted Name of Owner Date
S	TATE OF Harida	COUNTY OF Escambia
	he foregoing instrument was acknowledged before	me this 10 day of November 2015,
<u></u>	ersonally Known OR Produced Identification ignature of Notary (notary seal must be affixed)	Type of Identification Produced: Printed Name of Notary R. SIEG MY COMMISSION # EE EXPIRES: December 1 Bonded Thru Budget Notary
N	1 = 1110	Accepted/Verified by: <u>AD/Joune</u> Date: 12/3/15 Permit #: <u>PP2151200020</u>

FOR OFFICE USE:	
CASE #:	

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

For Rezoning Requests Only
Property Reference Number(s): 22-2N -31-1103-000-000
Property Address: NW Coener of Hay 196 = Hay 95.A
I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.
I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.
I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:
a. The necessary facilities or services are in place at the time a development permit is issued.
b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
 For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.
d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.
e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For transportation facilities, all in-kind improvements detailed in a proportionate fair share agreement must be completed in compliance with the requirements of Section 5.13.00 of the LDC. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.
f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.
I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS DAY OF, YEAR OF
Signature of Property Owner Printed Name of Property Owner Date
Signature of Property Owner Printed Name of Property Owner Date



FOR OFFICE US	E:	1100000	
CASE #:_			

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

As owner of the property located at NW WENER OF HWY 1969 Hug 5, A,
Florida, property reference number(s) 2Z-2N -31-1103-000 - 000
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 thisday 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: Thomas Laundon Email: tome selandesign. con Address: 3802 N. 15' ST. Pension Flassos 434 2603
Address: 3802 N. S'ST. Keuron Phone: 434 2603
Elit Miller Illiolis
Signature of Property Owner Printed Name of Property Owner Date
Signature of Property Owner Printed Name of Property Owner Date
STATE OF Horida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this
Personally Known ☐ OR Produced Identification ☐. Type of Identification Produced:
(Notary Seal)
Signature of Notary Printed Name of Notary R. SIEG MY COMMISSION # EE 146400 EXPIRES: December 1, 2015 Bonded Thru Budget Notary Services

Property Reference Number 22-2N-31-1103-000-000 Re-zoning Criteria

A. Consistency with the Comprehensive Plan

The parcel is located in the Rural Communities (RC) Future Land use District which allows for commercial and residential uses as stated in the Comprehensive Plan, Chapter 7, FLU 1.3.1

"FLUM Rural Community (RC)

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

Range of Allowable Uses: Agriculture, silviculture, residential, recreational facilities, public and civic, compact traditional neighborhood supportive commercial.

Standards: Residential Minimum Density: None Maximum Density: 2 du/acre Non-

Residential Minimum Intensity: None Maximum Density: 2 awacre Non-Residential Minimum Intensity: None Maximum Intensity: 0.25 Floor Area Ratio (FAR)".

The proposed re-zoning is consistent with the Comprehensive Plan.

B. Consistency with the Land Development Code

The parcel is currently zoned AGR(Agriculture). The proposed re-zoning of the subject parcel to RMU (Rural Mixed Use) meets the LDC, Article 1, Section 3-1.3 (h):

ZONING		5			USE (F		TEGOR	Y	
DISTRICT Specific distribution and extent of uses	AG max 1du/20ac max 0.25 FAR	RC max 2du/ac max 0.25 FAR	MU-S min 2cu/ac nax 25 tu/ac max 1.0 FAR	MU-U min 3.5du/ac max 25du/ac max 2.0 FAR	C Limited res max 25du/ac max 1.0 FAR	No res allowed max 1.0 FAR	P No res allowed	REC No res allowed max 0.5 FAR	CON No res allowed
Agr max 1du/20ac	Yes	Yes	No min density	No, min density	No, uses	No, uses	No, uses	No, uses	No, use:
RR max 10u/4ac	No, max density	Yes	No, min density	No, min density	No, uses	No, uses	No, uses	No, uses	No, use
RMU max 2du/ac	No, max density	Yes	no, min density	No, min density	No, uses	No, uses	No, uses	No, uses	No, use
LDR max 4du/ac	No, max density	Ho, max density	Yes	No, min density	No, uses	No, uses	No, uses	No, uses	No, use
LDMU max 7du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, use
MDR max 10du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, use
HDR max 18du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, use
HDMU FLU-limited max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, use
Com FLU-limited max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, res use	No, uses	No, uses	No, use
HC/LI FLU-restricted max 25du/ac	No, uses	No, uses	No, uses	Yes	Yes	Yes	No, uses	No, uses	No, use
Ind No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	No, uses	No, uses	No, use
Rec No res allowed	Yes	Yes	Yes	Yes	Yes	No, uses	Yes	Yes	No, use
Con No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pub No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	Yes	No, uses	No, use

For every combination of zoning district and FLU category represented by the table, "Yes" indicates the zoning is consistent with the FLU. "No" indicates zoning inconsistency with the FLU, primarily for the reason noted.

The parcel is located on the northwest corner of CR 196 and CR 95-A. The majority of the existing development surrounding the subject parcel is of single family residential nature. The project parcel is bordered by Rural Mixed Use parcels along its north boundary and Rural Residential property along a portion of its north boundary and its west boundary line.

The proposed re-zoning is consistent with the Land Development Code.

C. Compatibility with surrounding uses

As referenced above, the parcel is bordered by Rural Mixed Use and Rural Residential parcels on the north and west, CR 196 to the south, and CR 95-A to the east. The current use of ALL parcels adjoining the subject parcel is single family residential.

The proposed re-zoning of the parcel is compatible with the surrounding uses.

D. Changed Conditions

There are no changed conditions that impact the property or the proposed rezoning.

E. Development Patterns

The subject parcel is located in the RC (Rural Communities) future land use district which allows for mixed use development of residential and residential supporting type commercial development.

The rezoning and future development of the subject parcel would result in a logical and orderly development pattern consistent with the goals and objectives of Escambia County.

F. Effect on the Natural Environment

The subject parcel contains jurisdictional wetlands, however the majority of the parcel are uplands not encumbered by environmentally sensitive land. The requested re-zoning itself would have no effect on the Natural Environment. Any development of the parcel resulting from the rezoning would require Development Review in accordance to the LDC.

The proposed rezoning will not result in an adverse impact to the environment.

Westcor Land Title Insurance Company

State: Florida County: Escambia

ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

Plant File #:	Reinsurance #:	Premium:	Agent File #:

15-	19843	\$575.00	15-102601
		Sche	dule A
1.	Effective Date: 0	October 27, 2015 @ 08:00 Al	n
2.	Policy or Policie	s to be issued:	
	a Owner's	Policy	Proposed Amount of Insurance
	Eli H Miller and rights of surviv	l James E Miller, as joint ten vorship	ants with full \$100,000.00
	b Loan Pol	icy	Proposed Amount of Insurance
3.	The estate or in is:	terest in the land described or	referred to in this Commitment and covered herein
	Fee Simple		
4.	Title to the Fee	Simple estate or interest in th	e land is at the Effective Date vested in:
		Trustee of the Maryann Pem	erson, husband and wife and Mary Ann broke Revocable Trust Agreement, dated
5.	The land is desc	cribed as follows:	
	See Attached S	Schedule A Continuation for	Legal Description
Co	untersigned Auth	orized Signatory 7	sued By: FL1015 tizens Title Group, Inc. 39-B North 9th Avenue ensacola, Florida 32504

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with and Rider Pages incorporated by reference in the insert pages.

Westcor Land Title Insurance Company ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

Schedule A, Continuation Page

Commence at the Northwest corner of NE 1/4 of NE 1/4 of Section 22, Township 2 North, Range 31 West; thence Easterly along the North line of said section for 280 feet for point of beginning; thence continue along the same line for 2,690 feet more or less to the West right of way line of State Road 95-A; thence Southerly along the said West right of way for 620 feet more or less to the North right of way of State Road 196; thence Westerly along said right of way of State Road 196 for 2,988 feet more or less; thence Northerly and parallel with the West line of said Section for 105 feet more or less to the point of beginning, lying in Section 22 and 23, Township 2 North, Range 31 West, Escambia County, Florida.

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.

Plant File #: 15-49843 Agent File #: 15-102601

Westcor Land Title Insurance Company

ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

Schedule B - Section 1

The following requirements must be satisfied (unless otherwise noted, all documents required to be recorded must be recorded in the official real estate records of the county in which said property is located)

Requirements:

- 1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record to wit:
 - a. Warranty Deed from Mildred Anderson to Eli H. Miller and James E. Miller conveying the land described under Schedule "A".
 - b. Warranty Deed from Mary Ann Pembroke, both individually, joined by spouse if married, or recitation of non-homestead clause, and as Trustee of the Maryann Pembroke Revocable Trust Agreement, dated December 30, 1998, to Eli H. Miller and James E. Miller, conveying the property described in Schedule A herein.
- 2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
- 3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
- 5. Exceptions 3 and 4 of Schedule B Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
- 6. Obtain and record an Affidavit stating the trust has not been amended or modified, except as heretofore disclosed, and that the Trust is still in full force and effect. Said affidavit should also recite the names(s) of the Trustee(s) currently empowered, if different from the original Trustee(s).

NOTE: The Company reserves the right to make additional requirements upon review of said Affidavit.

- 7. Obtain and record a certified copy of death certificate for Douglas K. Anderson, Sr..
- 8. Evidence in satisfactory form must be furnished that Douglas K. Anderson, Sr. and Mildred Anderson were married continuously and without interruption from November 1, 1978 to the date of death of Douglas K. Anderson, Sr. on __/_/__.

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.

Plant File #: 15-49843 Agent File #: 15-102601

Westcor Land Title Insurance Company

ALTA COMMITMENT 6-17-06 (With FLORIDA Modifications)

Schedule B - Section 2

Exceptions

Schedule B of the policy or policies to be issued will contain exception to the following matters unless the same are disposed of to the satisfaction of the Company.

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first
 appearing in the public records or attaching subsequent to the effective date hereof but
 prior to the date the proposed insured acquires for value of record the estate or interest or
 mortgage thereon covered by this Commitment.
- 2. Rights or claims of parties in possession not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on the adjoined land.
- 4. Easements or claims of easements not shown by the Public Records.
- 5. Taxes or special assessments which are not shown as existing liens by the public records.
- 6. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable.
- 7. Anything to the contrary notwithstanding, this policy does not attempt to set out in the manner in which all the oil, gas and minerals in, on or under the property described in Schedule A are now vested, and this policy does not insure any oil, gas or minerals in, on or under the property described in Schedule A, nor any rights or easements in connection therewith. Element of coverage 3b of the Florida Form 9 comprehensive Endorsement issued herewith, if any, shall not apply with respect to this item.

NOTE: Real Estate Taxes for the year 2014 were paid in the amount of \$34.48; Assessed Value \$1,617.00; Gross Amount \$35.92; Exemptions: No; Folio No.: 222N311103000000.

NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only:1. Deed recorded November 1, 1978 in Official Records Book 1270, Page 708, of the Public Records of Escambia County, Florida.2. Deed recorded June 6, 2005 in Official Records Book 5653, Page 404, of the Public Records of Escambia County, Florida.

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider Pages incorporated by reference in the insert pages.

Plant File #: 15-49843 Agent File #: 15-102601

CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company whether or not based on negligence arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued will contain the following arbitration clause: Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

Settlement Date: November 13, 2015

A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT

Citizens Title Group, Inc.

7139 - B North 9th Avenue Pensacola, Florida 32504 850-474-1833 fax: 850-857-1553

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. I have carefully reviewed the HUD-1 Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further ecertify that I have received a copy of HUD-1 Settlement Statement.

File Number: 15-102601

SUBSTITUTION FORM 1099 SELLER STATEMENT: The information contained in Blocks E, G, II and I on line 401 (or if 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER, you are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide the settlement agent with your correct taxpayer identification number, you may be subject to civil or criminal penalities imposed by law.

Under penalities of perjury I certify that the number shown on this statement is my correct taxpayer identification number.

NOTE: Taxes have been prorated based on taxes for the year. Any re-proration will be handled between the buyer and seller. All utility bills (water, sewer, electric, cable and maintenance fees) have been paid or will be paid upon receipt of final bills.

Borrower:	Elif H. Milles	Seller:	Mildred Anderson by Bonnie Jean Ard, as her attorney in fact
Borrower:	James F Miller	Seller:	Mary Ann Yembroke, as Trustee of the Maryann Penthroke. Revocable Trust Agreement dated December 30, 1998
	ettlement Statement which I have prepared is a true and accura	ate account of th	is transaction. I have caused or will cause the funds to be disbursed in WESTCOR 15-49843
Settlement A	gent: Karen Moraniy		Date: November 13, 2015
	It is a section of a few of section of the contract of the United	Characa and their com-	and other shallow forms. Devolting on an americal or against the affine

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

.CTPA-B&S-15-102601

COMPLIANCE AND TAX PRORATION AGREEMENT

DATE:

November 13, 2015

BUYER/BORROWER:

Eli H Miller and James E Miller

SELLER: PROPERTY: Mildred Anderson and Mary Ann Pembroke, as Trustee of the Maryann Pembroke Revocable

Trust Agreement dated December 30, 1998

Unimproved Property - Hwy 196 (Timberland), Molino, Florida 32577

We the undersigned Seller and/or Buyer/Borrowers herein acknowledge the following as conditions of the above referenced transaction:

- 1. All contingencies set forth in the Contract for Sale have been complied with in full.
- 2. All utility bills, including but not limited to water, sewer, gas, garbage and electric are the responsibility of the undersigned parties, not the closing agents. All matters regarding utilitity bills will be handled outside of closing.
- 3. The undersigned parties will fully cooperate if adjustment for clerical errors on any or all closing documents is necessary and will sign such additional documents as are necessary to correct such errors.
- 4. Calculations of payoff figures, or principal balance and escrow account balances and/or prorations, were based on information, either obtained orally or in writing from, lender. The closing agent will not be held liable for miscalculations as a result of errors made by the lender. If there is/are discrepancies between the figures used in preparing the closing statements and future information provided by the lender, resulting in a demand by the lender for additional funds, owner will upon request forward said funds forthwith.
- 5. Consent is hereby given, pursuant to Rule 40186.008(3) of the Florida Administrative Code, to the placement of the settlement funds for the transaction into an interest bearing account in the name of Citizens Title Group Inc.. The parties understand the interest earned or other benefits earned, if any, on such account will be the property of Citizens Title Group Inc..
- 6. The proration of taxes reflected on the closing statement has been made on the basis of:
- (X) Gross Tax figure for the year 2015 the amount of \$35.21
- (X) Estimated gross tax figure in the amount \$35.21, based on information supplied to Citizens Title Group Inc. by the Escambia County Property Assessor's office.
- 7. The property may fall under the "save our homestead" act and that the property taxes may be increased based on a new assessed value.

The undersigned Owner(s) of the above referenced property herein acknowledge they (na) have (X) have not, filed for and received, homestead exemption in the amount of \$25,000.00 for the current year.

We understand the Citizens Title Group Inc. is relying on the statements contained herein to compute the applicable tax proration amounts between Seller and Buyers and/or the appropriate tax amount for the lender's escrow account.

The closing agent will not be liable for any discrepancies that may arise in these proration figures when the actual tax bills for the year of closing are available, or any shortages in escrow accounts. Upon receipt of the current tax statement, the undersigned parties will make proration adjustments between themselves outside of the closing if the total proration difference exceeds \$10.00.

Sellers:

Mildred Anderson by Bonnie Jean Ard as her attorney in fact

Many Company Decorated Total Control of the Control of

Mary Ain Pembroke, as Trustee of the Maryann Pembroke Revogable Trust Agreement dated December 30, 1998

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

In reference to Contract dated October 20, 2015 between Eli H Miller and James E Miller ("Buyer") and Mildred Anderson and Mary Ann Pembroke, as Trustee of the Maryann Pembroke Revocable Trust Agreement dated December 30, 1998 ("Seller"), it is further agreed as follows:

Title will be held as "joint tenants with full rights of survivorship". Closing costs are per the HUD-1 Settlement Statement.

This addendum, upon its execution by both parties, is herewith made an integral part of the aforementioned Contract.

Date executed by Buyer(s) November 13, 2015	Jam Emile
Eli H Miller	James E Miller
Date executed by Seller(s) November 13, 2015	Man Can Bulle Trutto
Mildred Anderson	Mary Anh Pembroke, as Trustee of the Maryann
by Bonnie Jean Ard as her attorney in fact	Pembroke Revocable Trust Agreement dated December 30, 1998

Title Commitment Acceptance

-			
•	12	te	٠.

November 13, 2015

RE: CTG#:

15-102601

Property:

Unimproved Property - Hwy 196 (Timberland), Molino, Florida 32577

I/We hereby acknowledge that the Title Insurance Commitment requirements and exceptions have been reviewed and find that is acceptable.

I/We have also reviewed the Survey, if any, and accepted the same.

James E Miller

BUYER'S AFFIDAVIT (INDIVIDUAL)

THIS IS AN AFFIDAVIT MADE UNDER OATH. THE MAKING OF A FALSE STATEMENT WILL SUBJECT THE AFFIANT TO SEVERE CRIMINAL PENALTIES.

BEFORE ME, the undersigned authority, personally appeared Affiant, Eli H Miller and James E Miller, as joint tenants with full rights of survivorship, who being by me first duly sworn on oath, deposes and says:

- 1. Affiant is the owner of the following described property:
 - Commence at the Northwest corner of NE 1/4 of NE 1/4 of Section 22, Township 2 North, Range 31 West; thence Easterly along the North line of said section for 280 feet for point of beginning; thence continue along the same line for 2,690 feet more or less to the West right of way line of State Road 95-A; thence Southerly along the said West right of way for 620 feet more or less to the North right of way of State Road 196; thence Westerly along said right of way of State Road 196 for 2,988 feet more or less; thence Northerly and parallel with the West line of said Section for 105 feet more or less to the point of beginning, lying in Section 22 and 23, Township 2 North, Range 31 West, Escambia County, Florida.
- 2. Affiant is in exclusive, full, complete and undisputed possession of the above described property and any personal property included therewith; there are no leases, options, claims, unpaid taxes, assessments or interests of any kind held thereon; title has not been transferred; and said property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature and description, except for real property taxes for the current year and except as shown in Title Commitment # 15-49843.
- 3. There have been no improvements, alterations or repairs to the above described property for which costs thereof remain unpaid; there are no claims for labor, material or services furnished or performed for repairing or improving the same which remain unpaid; there are no mechanics', material men's or laborers' liens against the above described property; and no labor has been performed within the last 90 days which has not been paid in full in regards to said premises or personal property.
- 4. No judgments or decrees have been entered in any Court of this State or of the United States of America against Affiant which remain unsatisfied or unpaid; there exist no funds due to the Internal Revenue Service which remain unpaid which may result in a lien against the above described real property; and Affiant is not a non-resident alien for United States Income Tax purposes and Affiant's Federal Income Tax Payer I.D. number (SS#) is as shown below.
- 5. This Affidavit is made for the purpose of inducing to accept the mortgage loan being given on the above described property and inducing Westcor Land Title Insurance Company to authorize Citizens Title Group Inc. hereinafter "Policy Issuing Agent", to issue Westcor Land Title Insurance Company Policies of Title Insurance insuring the lien of the mortgage.
- 6. Affiant agrees to indemnify and hold Policy Issuing Agent and harmless of and from all loss, cost, damage and expense of every kind, including attorneys' fees, which Policy Issuing Agent and Westcor Land Title Insurance Company shall sustain or become liable for under its policies of title insurance now to be issued on account of or in reliance upon any statements made herein, including but not limited to, any matters that may be recorded between the effective date of the Commitment referenced above and the time of the recording of the instruments described in said Commitment.
- 7. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements in an instrument of this nature. Affiant affirm's he has read the foregoing affidavit and fully understands the acts contained herein. For the purposes of this affidavit, the use of the word "he" is intended and understood to mean all persons executing this affidavit be it "he", "she" or "they", and singular shall include plural, when indicated.

James E Mille

FURTHER, Affiants sayeth naught.

Eli H Miller SS #: 589-48-6580 SS #:

STATE OF FLORIDA

COUNTY OF ESCAMBIA
THE FOREGOING INSTRUMENT was sworn and subscribed before me this November 13, 2015 by Eli H Miller and James E Miller, as joint tenants with full rights of survivorship, who is either personally known to me or who produced a driver's license as identification.

(SEAL)



Notary Public Print Name:

My Commission Expires:

RELEASE OF LIABILITY

Unimproved Property - Hwy 196 (Timberland) Property Address:

Molino, Florida 32577

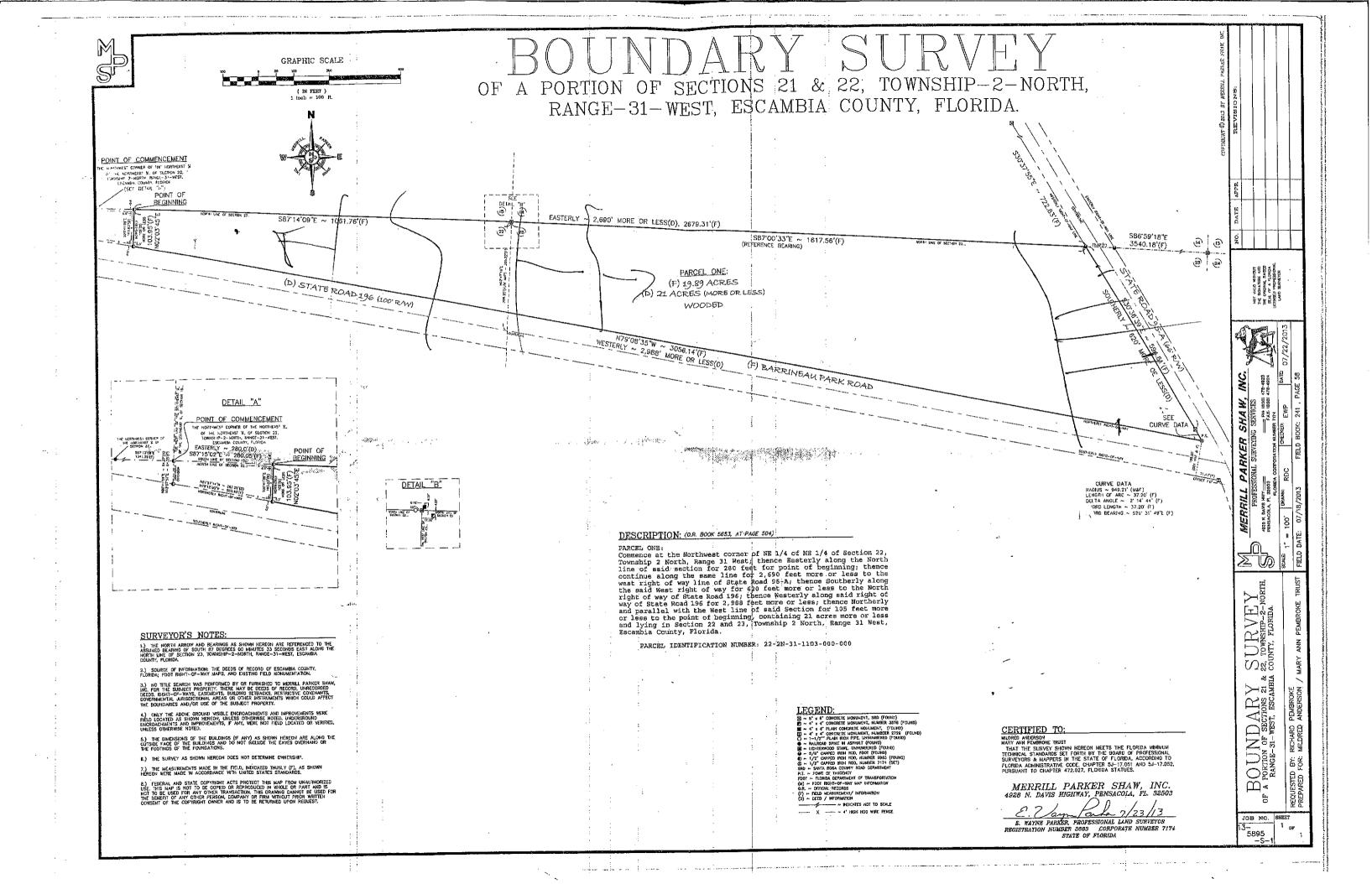
The undersigned Buyer(s) and Seller(s) herein agree and state that with regard to the Contract for Sale and Purchase which is the subject of this transaction that all terms, conditions and contingencies set forth therein have been either met, satisfied, or expressly waived by and to the satisfaction of the parties hereto, or in the event said terms, conditions and contingencies have not been met, satisfied or expressly waived by and to the satisfaction of the parties hereto, the parties hereto expressly relieve Settlement Agent from any and all liability.

Buyers:		Sellers:	
Eli H Miller	11/13/2015 Date	Mildred Anderson by Bonnie Jean Ard as her attorney in	11/13/2015 Date
James E Miller	11/13/2015 Date		Purtos 11/13/2015 Date
	11/13/2015 Date		11/13/2015 Date
	11/13/2015 Date		_ <u>11/13/2015</u> Date

Karen McClammy, an employee of Citizens Title Group, Inc., 7139 - B North 9th Avenue Pensacola Florida 32504

Incident to the issuance of a title insurance policy.

Fle Number: 15-102601 Parcel ID #: 222N311103000000





Development Services Department Building Inspections Division

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

RECEIPT

Receipt No.: **650692** Date Issued.: 12/03/2015

Cashier ID: VHOWENS

Application No.: PRZ151200020

Project Name: Z-2015-22

PAYMENT INFO					
Method of Payment	Reference Document	Amount Paid	Comment		
Check	6735	\$1,270.50	App ID : PRZ151200020		
		\$1,270.50	Total Check		

Received From: ANDERSON DOUGLAS K SR & MILDRED &

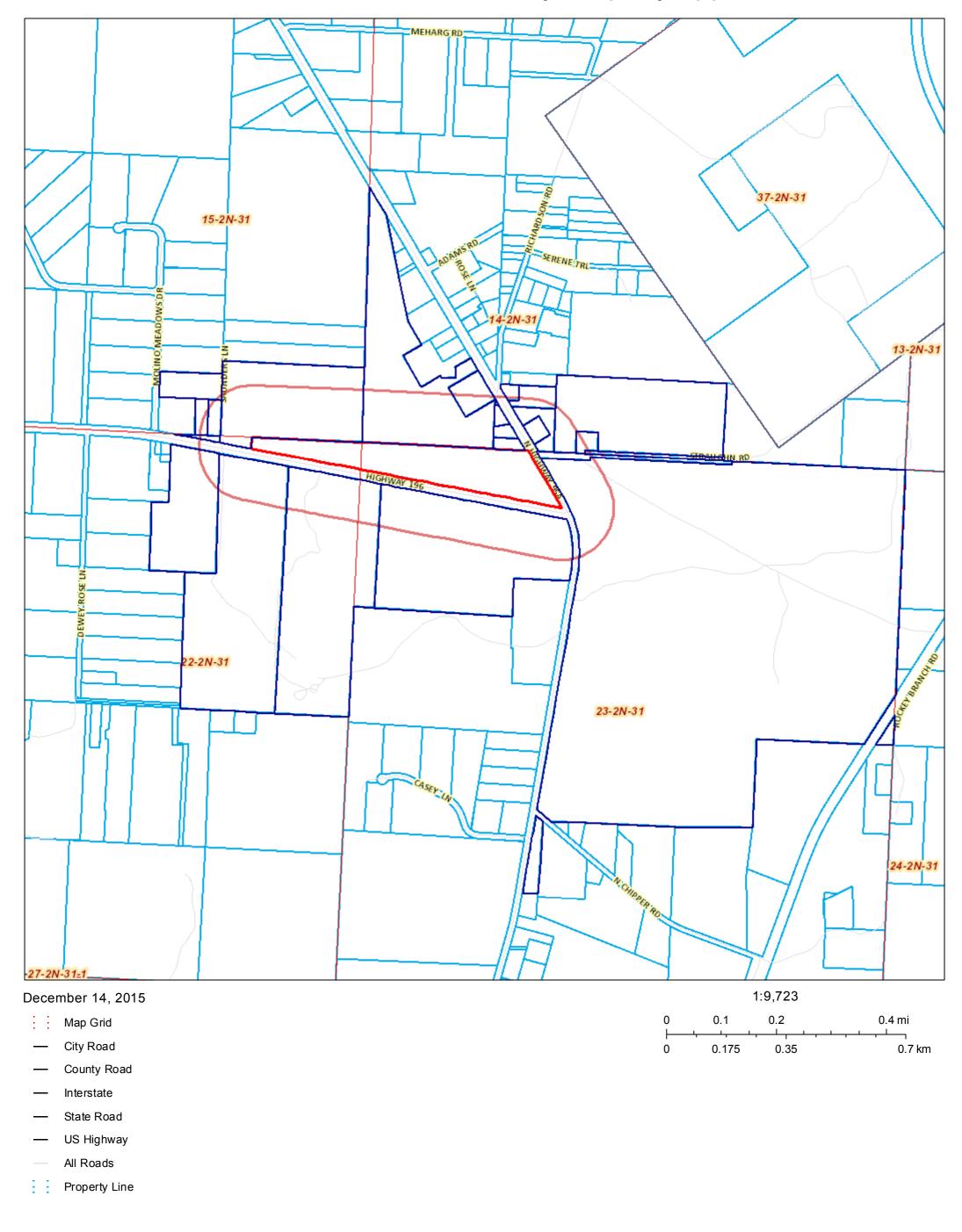
Total Receipt Amount : \$1,270.50

Change Due: \$0.00

APPLICATION INFO				
Application #	Invoice #	Invoice Amt	Balance	Job Address
PRZ151200020	741975	1,270.50	\$0.00	HIGHWAY 196 , MOLINO, 32577
Total Amount :		1,270.50	\$0.00	Balance Due on this/these Application(s) as of 12/3/2015

Receipt.rpt Page 1 of 1

Chris Jones Escambia County Property Appraiser



ANDERSON DOUGLAS & MILDRED	ANDERSON MILDRED	BARRINEAU ESTATE LTD
125 ELM ST	5403 SAUFLEY FIELD RD	5341 MOLINO RD
PENSACOLA, FL 32506	PENSACOLA, FL 32526-1629	MOLINO, FL 32577
BERRY GARY L & THRESSA W	BROWN HENRY L	DUNCAN MICHAEL T
6550 HWY 99	4425 HWY 95-A NORTH	718 HWY 196
MOLINO, FL 32577	MOLINO, FL 32577	MOLINO, FL 32577
GINDL LINDA F	HART DANIEL R	IRBY BARRY L JR
5070 MOLINO RD	PO BOX 909	710 HWY 196
MOLINO, FL 32577	CANTONMENT, FL 32533	MOLINO, FL 32577
JOHNSON J C	MICARI MYRTLE L	PAGE EDITH J
695 BARRINEAU PARK RD	PO BOX 394	142 STRAUGHN RD
MOLINO, FL 32577	CANTONMENT, FL 32533	MOLINO, FL 32577
ROBINSON RANDIE & ESTER V	SMITH PATRICIA A	STRAUGHN ADDIE
4310 MOLINO MEADOWS RD	4423 HWY 95-A NORTH	C/O RUTH THOMAS
MOLINO, FL 32577-9261	MOLINO, FL 32577	PO BOX 1057
		CANTONMENT, FL 32533
STRAUGHN JOHN JR	THOMAS RUTH	WATSON KATIE L EST OF
4414 HWY 95-A NORTH	PO BOX 1057	4352 HWY 95-A NORTH
MOLINO, FL 32577	CANTONMENT, FL 32533	MOLINO, FL 32577

WATSON MATTIE

MOLINO, FL 32577

4355 HWY 95-A NORTH

Planning Board-Rezoning

Meeting Date:

01/05/2016

CASE: Z-2015-23

APPLICANT: Escambia County, Owner

ADDRESS: 1200 West Leonard Street, 1211 West Fairfield Drive, Block of

"H" Street and Cross Street

PROPERTY REF. NO.: See Rezoning Request under Submission Data

FUTURE LAND USE: MU-U, C, Rec (P, pending

state review.)

DISTRICT: 3

OVERLAY DISTRICT: Englewood District

BCC MEETING DATE: 02/02/2016

SUBMISSION DATA:

REQUESTED REZONING:

17-2S-30-5016-000-002 (Leonard Street)

17-2S-30-5016-002-002 (Fairfield Drive)

17-2S-30-5016-001-001 (N "H" Street and W Cross Street)

17-2S-30-5009-000-062 (N "H" Street and W Cross Street)

17-2S-30-5009-000-064 (N "H" Street and W Cross Street)

17-2S-30-5009-000-068 (N "H" Street and W Cross Street)

17-2S-30-5009-041-041 (N "H" Street and W Cross Street)

18-2S-30-6000-001-056 (N "H" Street and W Cross Street) 18-2S-30-6000-004-055 (N "H" Street and W Cross Street)

18-2S-30-6000-004-056 (N "H" Street and W Cross Street)

18-2S-30-6000-005-056 (N "H" Street and W Cross Street)

18-2S-30-6000-002-056 (N "H" Street and W Cross Street)

18-2S-30-6000-003-047 (N "H" Street and W Cross Street)

18-2S-30-6000-003-048 (N "H" Street and W Cross Street)

18-2S-30-6000-003-055 (N "H" Street and W Cross Street)

18-2S-30-6000-017-047 (N "H" Street and W Cross Street)

FROM: HDMU, High Density Mixed Use district (25 du/acre), HDR, High Density Residential district (18 du/acre), HC/LI, Heavy Commercial and Light Industrial district (Dwelling unit density limited to vested residential development.), Rec, Recreation (Dwelling unit density limited to vested development.)

TO: Pub, Public (Dwelling unit density limited to vested residential development.)

RELEVANT AUTHORITY:

6. C.

- (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. Public (P) is intended to provide for uses or facilities owned or managed by the Federal, State, or county government or other public institutions or agencies. Residential density within the Public category has no limits on dwelling units per acre.

CPP FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CPP FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

FINDINGS

The proposed amendment to Public **is consistent** with the intent and purpose of Future Land Use (FLU) category Public, as stated in CPP FLU 1.3.1. The location of the existing facilities and services **are consistent** with CPP FLU 2.2.1 and 2.2.4. 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. 3-2.8 High Density Residential district (HDR).

(a) Purpose. The High Density Residential (HDR) district establishes appropriate areas and land use regulations for residential uses at high densities within urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density and diversity than the Medium Density Residential district. Residential uses within the HDR district include most forms of single-family, two-family and multi-family dwellings. On residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

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.

Sec. 3-2.13 Recreation district (Rec).

(a) Purpose. The Recreation (Rec) district establishes appropriate areas and land use regulations for outdoor recreational uses and open space. The primary intent of the district is to preserve and maintain parcels of land necessary or used for a system of public and private parks providing both active and passive recreational activities and amenities. Indoor recreation facilities are allowed within the Recreational district if customarily incidental to the principal outdoor uses. Non-recreational uses are severely limited to ensure the preservation of district lands and provision of adequate areas for public recreation. New or expanded residential development is generally prohibited.

Sec. 3-2.15 Public district (Pub).

(a) Purpose. The Public (Pub) district establishes appropriate areas and land use regulations for publicly owned parcels with public uses generally having greater potential for adverse off-site impacts.

FINDINGS

The proposed amendment **is consistent** with the stated purposes and intent of the Land Development Code (LDC) and meets the location criteria. The current site is already developed, any new development will have to meet all the requirements of the LDC and 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 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 HDR, HDMU, Com, HC/LI, and Rec. Within the 500' radius there is one public school, one nursing home, one repair shop, one multi-family property, one utility property, two county owned properties, three bakery properties, four restaurants, six churches, seven offices, eight store properties. 50 vacant properties, and 151 single-family properties.

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 no changed conditions that would not impact the amendment or properties.

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 proposed Public district amendment would not change any logical or orderly development pattern, for that the properties are currently used as a Public established zoning district, as well as owned by local government. The zoning

amendment proposed is to make existing county government or other public institutions or agencies on already Escambia County owned property compliant with the Land Development Code and 2030 Future Land Use.

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

<u>Z-2015-23</u>

Z-2015-23

APPLICATION

	Please check application type:	☐ Conditional Use Request for:							
	☐ Administrative Appeal	☐ Variance Request for:							
	☐ Development Order Extension	Rezoning Request from:	to:_Public (Pub)						
Na	me & address of current owner(s) as shown	on public records of Escambia County, FL							
Owner(s) Name: Escambia County Board of County Commissioners Phone: 850-595-3475									
Add	_{dress:} 221 Palafox PL STE 420	Email:	The same of the sa						
Lim	nited Power of Attorney form attached herein.	ing an agent as the applicant and complete the Af	ffidavit of Owner and						
Property Address: 1200 W Leonard St and Block of Leonard Street Area									
Pro	operty Reference Number(s)/Legal Description:	See attachment							
Se	ee attachment	AN A ST	al e						
Ву	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.								
		Escambia County Printed Name Owner/Agent							
Sig	nature of Owner/Agent	Printed Name Owner/Agent	Date						
Sig	nature of Owner	Printed Name of Owner	Date						
ST	ATE OF	COUNTY OF	le_						
v.	20 T.	re me thisday of	20,						
by Personally Known □ OR Produced Identification □. Type of Identification Produced:									
Pe	rsonally known 🖂 OK Produced Identification	Type of Identification Produced.	1 10 -						
Sig	gnature of Notary (notary seal must be affixed)	Printed Name of Notary	- 1 1						
	R OFFICE USE ONLY CASE	E NUMBER: Z-2015-23							
Me	esting Date(s): PB 1/5/16 es Paid: \$ N/A Receipt #: N/A	Accepted/Verified by:	Date:12 7 15						
(CO. C.C. C. T. T. COCIPI II.								



FOR OFFICE USE:

CASE #: 2-2015-23

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

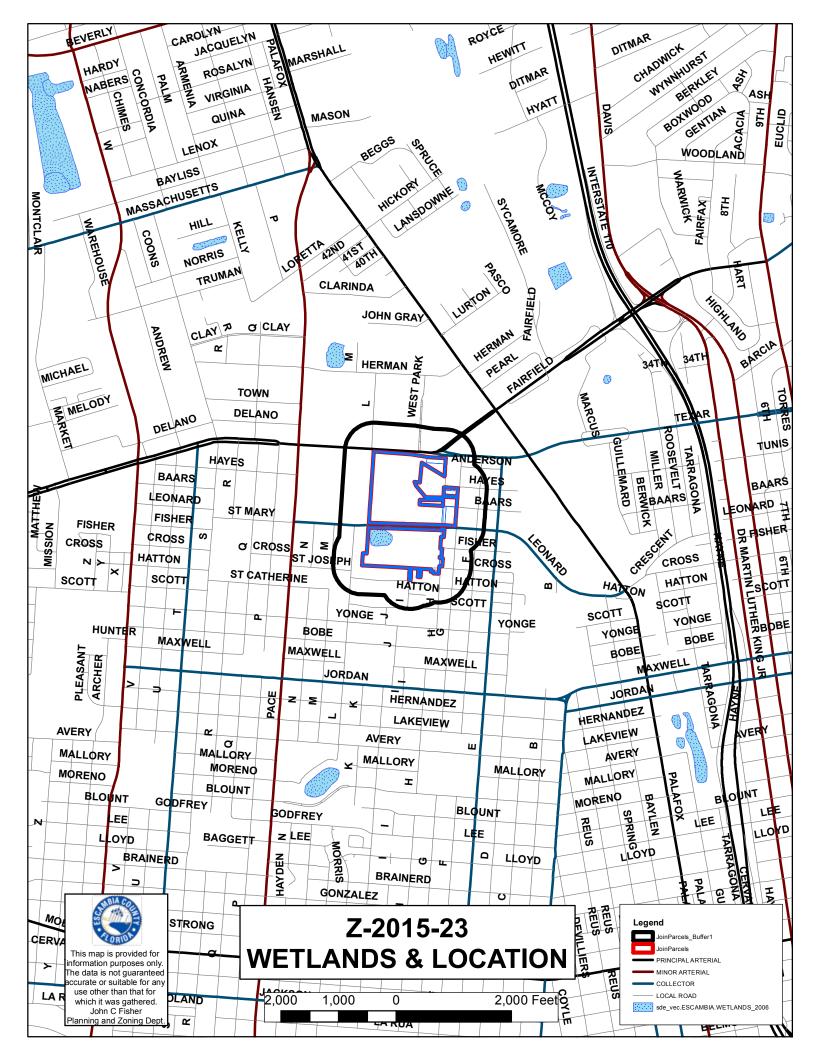
For Rezoning Requests Only			
Property Reference Number(s):	see affached	Parcels of Interest	List
Property Address: 1200 W.	Leonard St. &	Block of Leonard St A	rea
I/We acknowledge and agree that no	future development fo	or which concurrency of require	ed facilities and services
must be certified shall be approved to the development based on the actual application.	or the subject parcel(s) without the issuance of a cert	ificate of concurrency fo
I/We also acknowledge and agree that Map amendment does not certify, vestis, or will be, available for any future of	st, or otherwise guarar	ntee that concurrency of require	
I/We further acknowledge and agree approved unless at least one of the for facility and service of the County's co	ollowing minimum con	ditions of the Comprehensive F	Plan will be met for each
a. The necessary facilities or services	are in place at the tir	ne a development permit is iss	ued.
 b. A development permit is issued sul place and available to serve the ne 			
 For parks and recreation facilities a development permit is issued. 	and roads, the necess	ary facilities are under construc	ction at the time the
 d. For parks and recreation facilities, construction of the facilities at the facility construction must commen 	time the development	permit is issued and the agree	ement requires that
e. The necessary facilities and service enforceable development agreemed Section 163.3220, F.S., or as ame 380, F.S., or as amended. For water agreement will guarantee the necessity development at the time of the iss	ent may include, but is ended, or an agreement estewater, solid waste essary facilities and se	s not limited to, development ag nt or development order issued potable water, and stormwate ervices to be in place and avails	greements pursuant to I pursuant to Chapter r facilities, any such
f. For roads, the necessary facilities napplicable Five-Year Florida Depa actual construction no more than t	rtment of Transportati	on (FDOT) Work Program or a	re in place or under
I HEREBY ACKNOWLEDGE THA STATEMENT ON THIS			
Signature of Property Owner	Printed Nam	ne of Property Owner	Date
Signature of Property Owner	Printed Nam	ne of Property Owner	Date

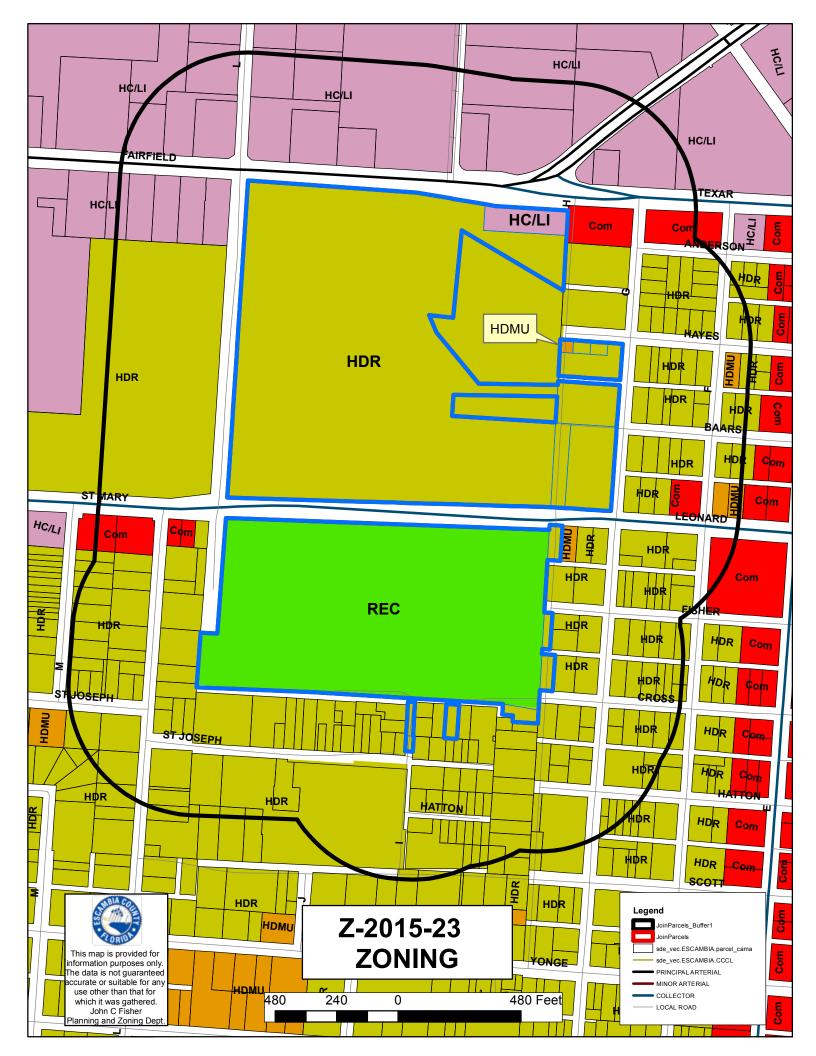
JAIL SITES - PARCELS OF INTEREST

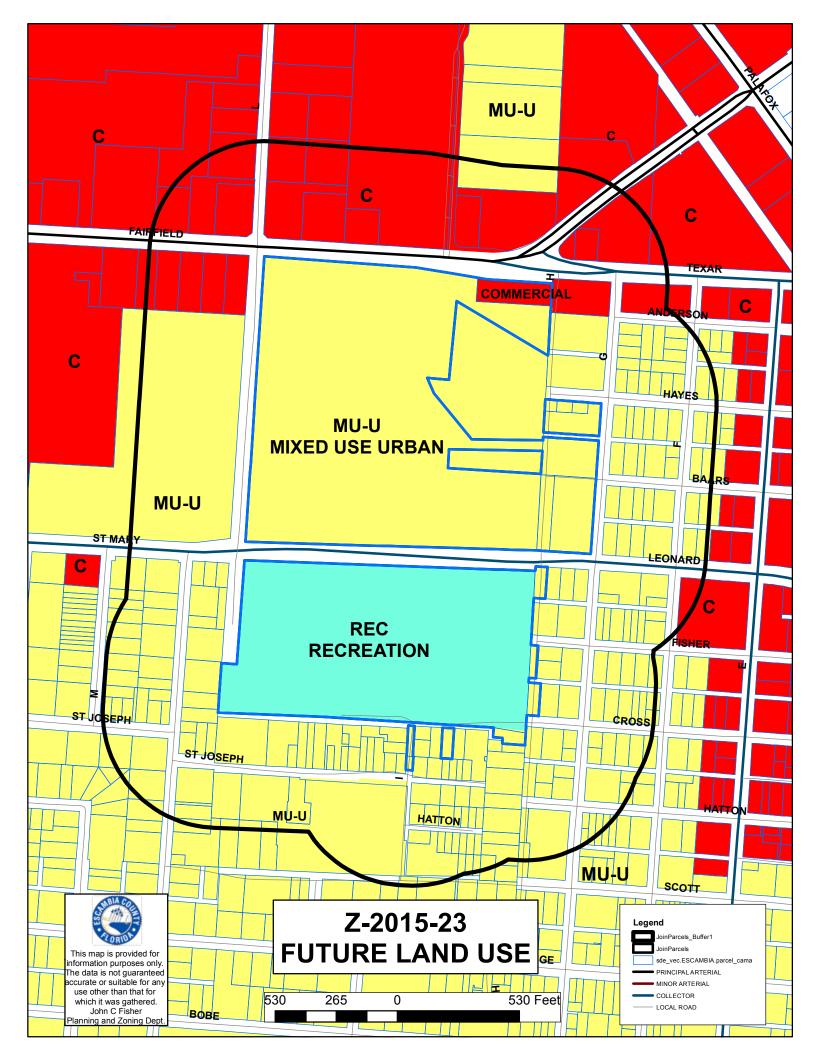
11/18/2015

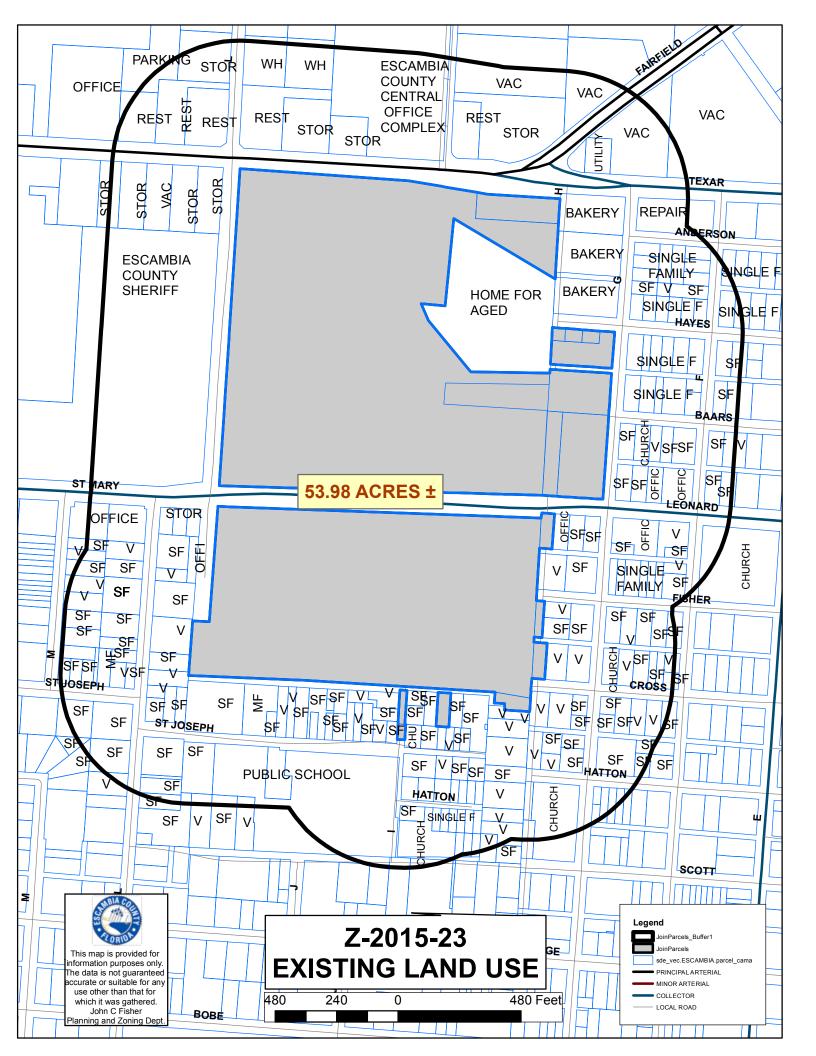
Sheriff's Complex Block (East Block Englewood Park/Rec Site and "H" St. Corridor)

REFNUM	OWNER	MAIL ADDRESS	SITE ADDRESS	LANDTYPE	LANDSIZE EXEMPTION	LINK	NOTES
	ESCAMBIA COUNTY JAIL SITE		0.111.111.111				
17-2S-30-5016-000-002	AND REC SITE.	221 PALAFOX PL STE 420	1200 W LEONARD ST	RESIDENTIAL	48.49 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016000002	
	ESCAMBIA COUNTY BCC						
17-2S-30-5016-001-001	Rectangle piece on Jail site.	221 PALAFOX PL STE 420	3101 N H ST	RESIDENTIAL	0.61 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016001001	
18-2S-30-6000-001-056	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	3000 BLK N G ST	RESIDENTIAL	1.27 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000001056	
18-2S-30-6000-004-055	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1190 W LEONARD ST	RESIDENTIAL	1.35 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000004055	
18-25-30-6000-004-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1125 W HAYES ST	RESIDENTIAL	0.08 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000004056	
18-2S-30-6000-005-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1135 W HAYES ST	RESIDENTIAL	0.08 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000005056	
18-2S-30-6000-002-056	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1400 BLK W HAYES ST	RIGHT OF WAY	0.06 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000002056	
18-2S-30-6000-003-047	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.10 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003047	
18-2S-30-6000-003-048	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.16 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003048	
18-2S-30-6000-003-055	ESCAMBIA COUNTY	221 PALAFOX PL STE 420		RIGHT OF WAY	0.44 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000003055	
17-2S-30-5009-000-062	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	I ST	RIGHT OF WAY	0.08 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000062	
18-2S-30-6000-017-047	ESCAMBIA COUNTY BCC	221 PALAFOX PL STE 420	H ST	RIGHT OF WAY	0.17 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=182S306000017047	
17-25-30-5009-000-064	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	221 PALAFOX PL STE 420	1209 W CROSS ST	RESIDENTIAL	0.15 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000064	
17-2S-30-5009-000-068	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	1209 BLK W CROSS ST	RESIDENTIAL	0.20 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009000068	
17-2S-30-5009-041-041	ESCAMBIA COUNTY	221 PALAFOX PL STE 420	I ST	RIGHT OF WAY	0.04 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305009041041	
17-2S-30-5016-002-002	ESCAMBIA COUNTY Work Release Site	221 PALAFOX PL STE 420	1211 W FAIRFIELD DR	COMMERCIAL	0.70 COUNTY OWNED	http://www.escpa.org/cama/Detail_a.aspx?s=172S305016002002	

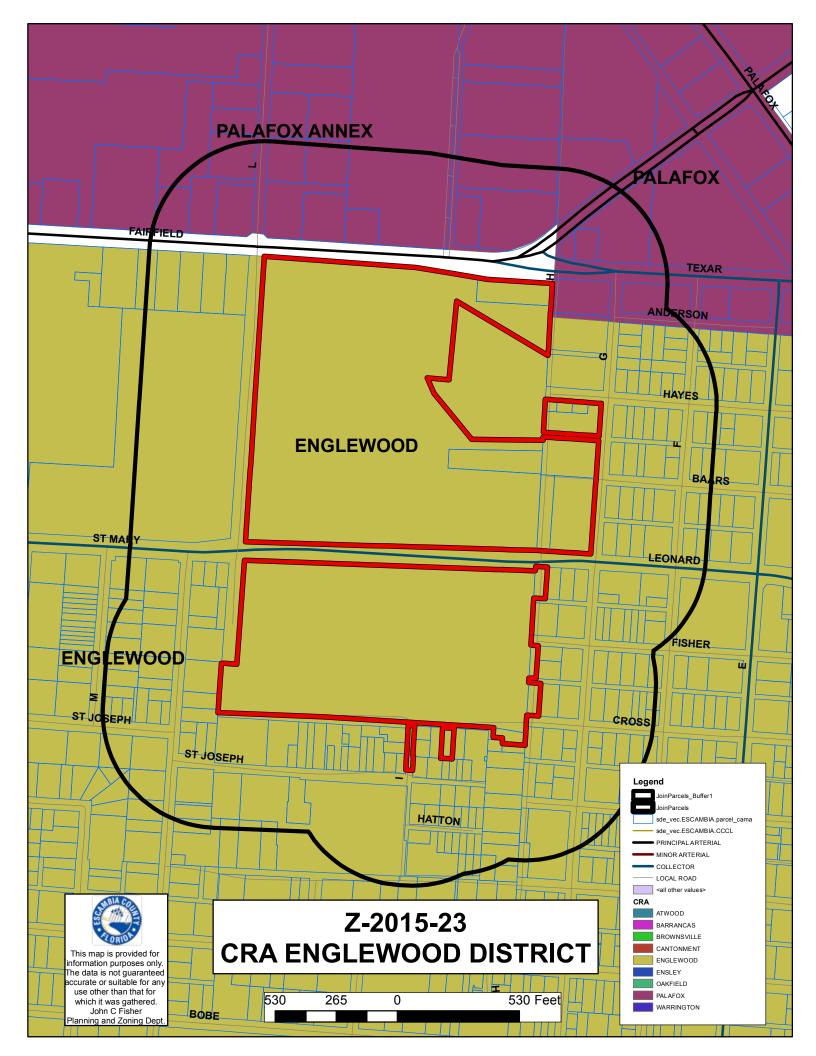




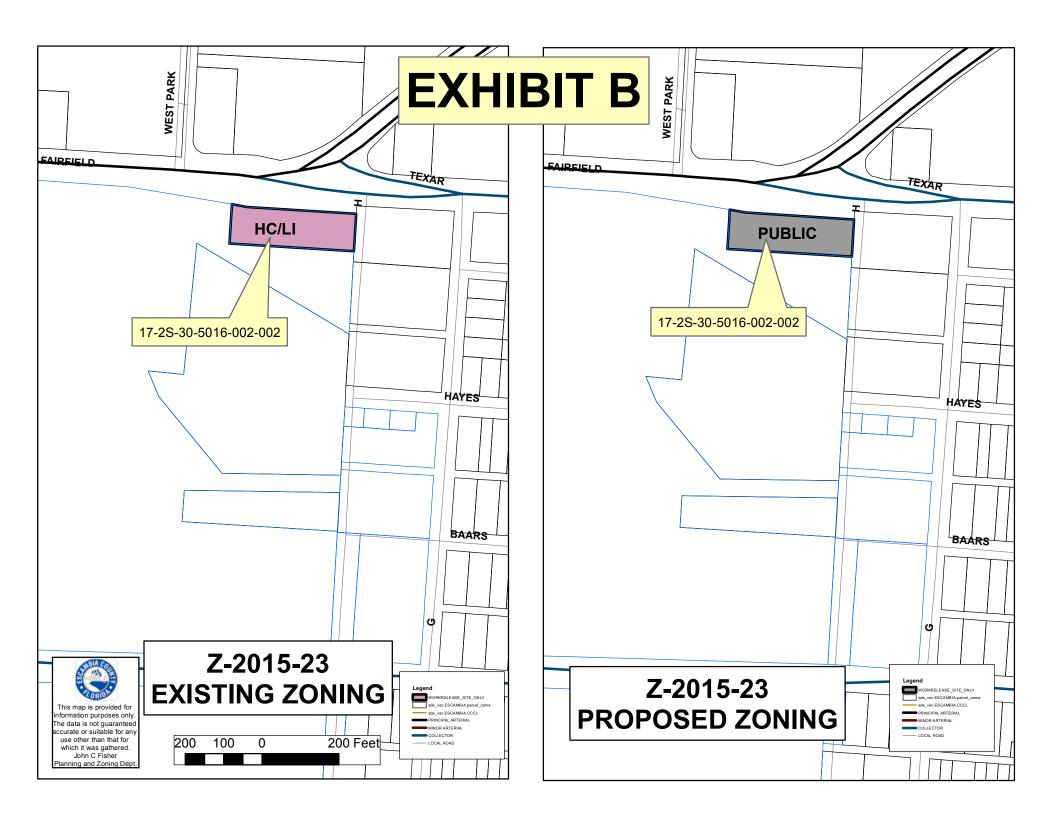


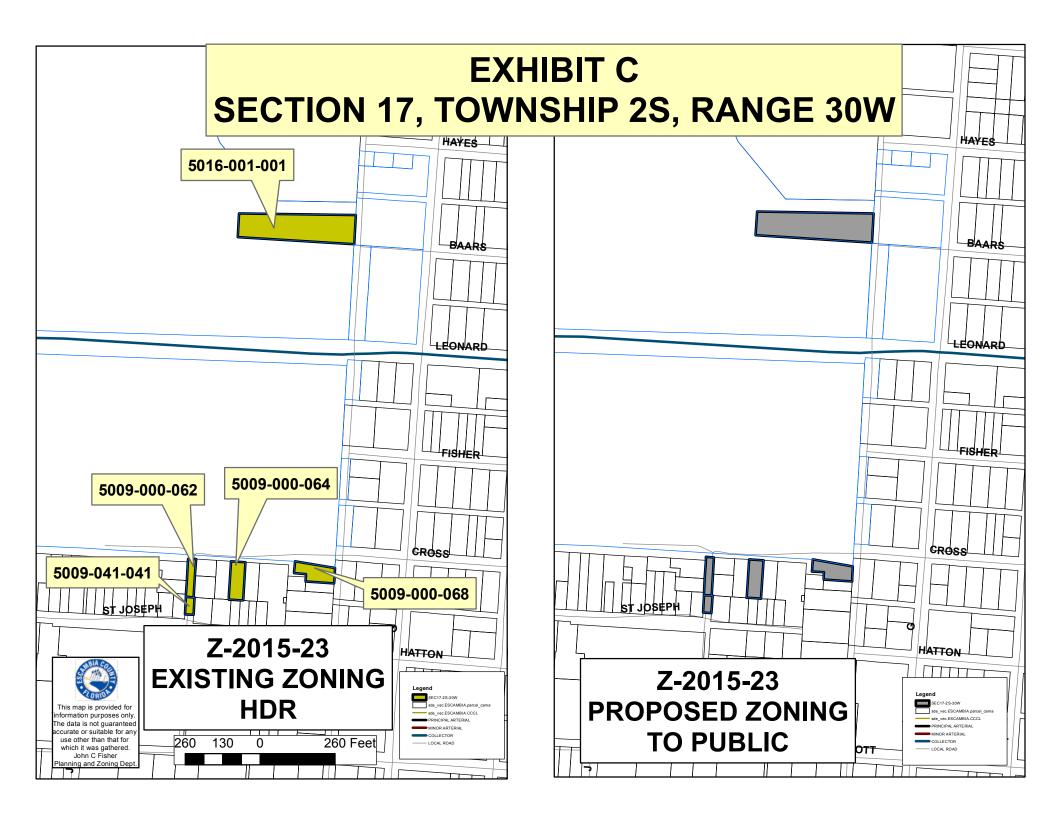


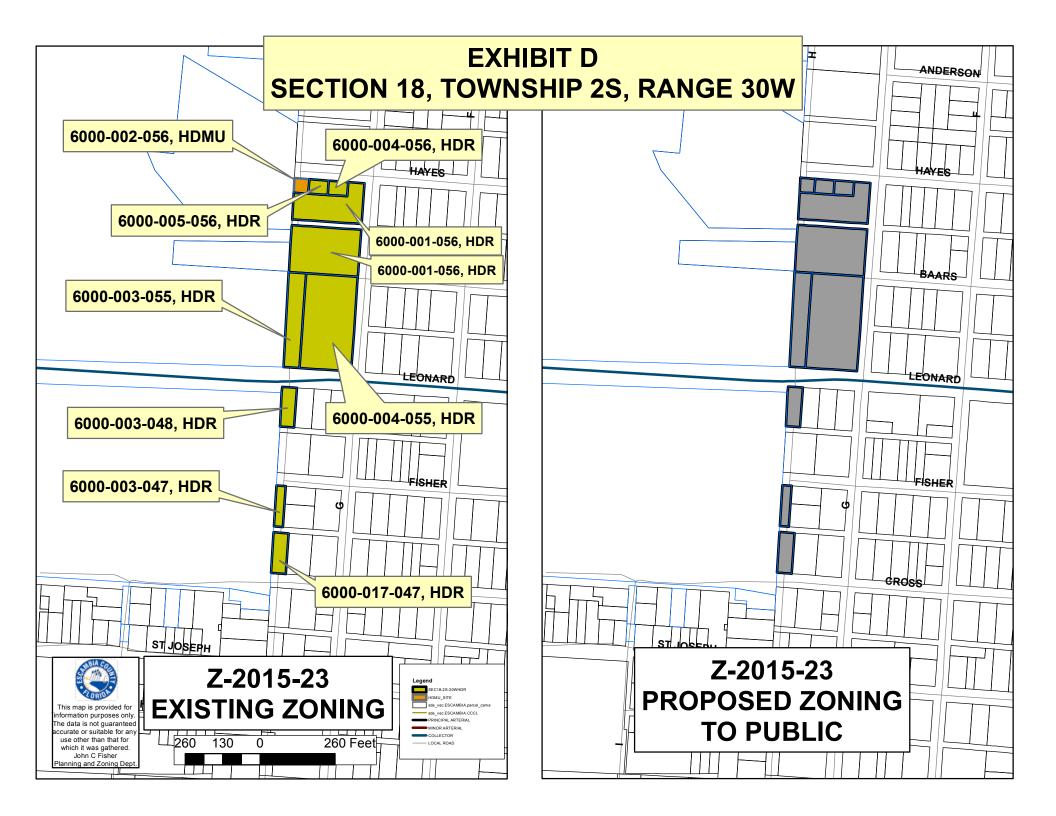




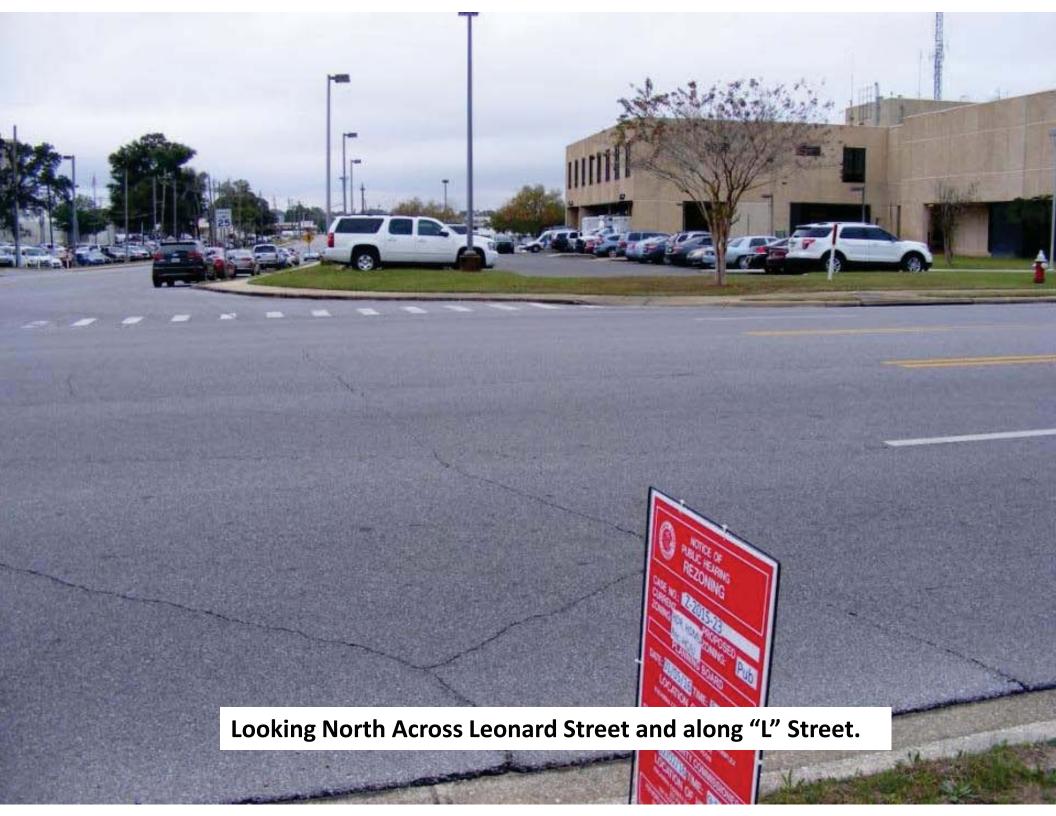




































































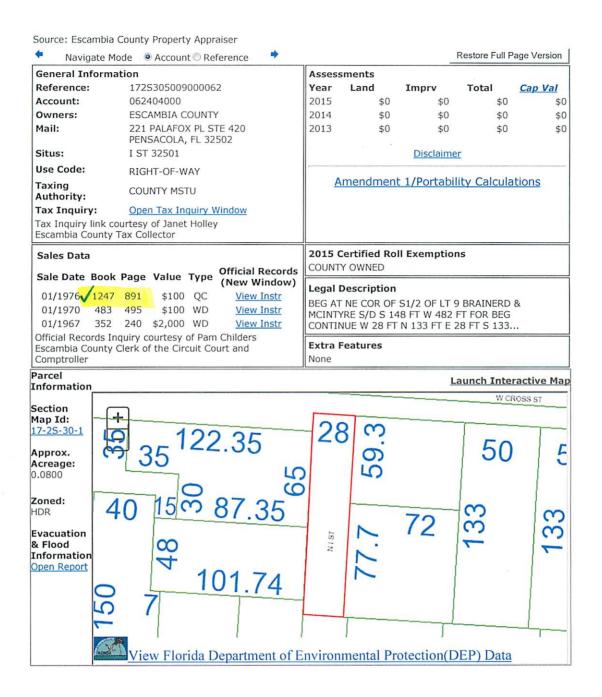
Las a Dersen DEED BOOK 29 AT PAGE /09 ENGL PENSAC01 EWOOD. Attached to and made a part of deed from Pensacola Realty to to Daniel Morgan, dated Nov 27, 1909.

In Witness Whereof the Pensacola Really Or has caused its corporate name to be hereof afficed by W. B. Withers its President and its emperate Les a Berero DEED BOOK & VL BVCE 107 ENGL PENSACOLA \$ 10.700 REALTY HEIGHTS C0.S altached to and souds aspect of dead from John R. South and wife to Daniel Margan dated November 27, 1808.

To Witness Whomos I John R. Seett have hereto set my hand and seal this Nov. 27. 1404 (Seal)

In H. Sauth (Seal)

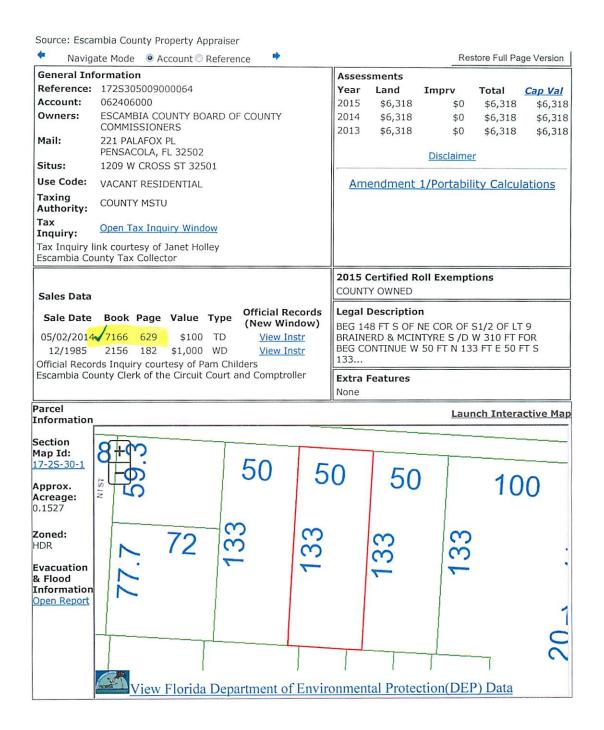




PART PERSONAL CONTRACTOR CONTRACT	Section of the Control of the Contro
Sinte of Florida	This instrument was prepared by Joe A. Florers, Gounty Comptroller Escambia County Gourthouse Ponsacola, Florida
KNOW-KIL MEN BY THESE PRESENTS, That.	Byron M. Peoples Page 891
consideration	DOISTARS
the receipt whereof is hereby seenowledged, do r Escambla County	mist, release, and quit claim unito
	igns. forever, the following described property, simulated a
Company of the Northead	t_corner_ofithe_South_half_of
beginnin continue w	Hest 482 feet for point of 3 est 28 feet, North 133 feet 3 12 13 33 feet to beginning, or pair 3 13 d plat of Paakman's Pike Subi 3 12 13
division, Section 17,	d plat of Poakman's Piko Sibt se Township Z South Range 3013 (211)
Together, with all and singular the tenements, he say anywise appentating, if the from all exemptions as	
diy of U.S. A. D. 1970	noto set _my hand and seal_thit
Signed sealed and delivered in the presence of	(Seal)
Mixing Skilton	Hayas
Sinfe of Florida; Frembri County	CHAIR ST. 19
This day, before the undersigned, personally appeared By ron M. Peoples to me well known to be the individual—described in and who executed the foregoing Deed of Convey.	
ance, and acknowledged that he executed the	
day of AcD. 19.7	E plane January
	My Commission Expiros

ionesi. Yanzi

4



DEED ESCHEATED

STATE OF FLORIDA COUNTY OF ESCAMBIA

This instrument was prepared by: Pam Childers, Clerk of the Circuit Court Escambia County Courthouse Pensacola, Florida

WHEREAS, Tax Certification No. 03165 was issued on May 30, 2008, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 2nd day of May, 2011, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and three years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Escambia County Board of County Commissioners, Escambia County, Florida, 221 Palafox Place, Pensacola, Florida, 32502, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

BEG 148 FT S OF NE COR OF S1/2 OF LT 9 BRAINERD & MCINTYRE S/D W 310 FT FOR BEG CONTINUE W 50 FT N 133 FT E 50 FT S 133 FT TO BEG LT 4 UNRECORDED PLAT OF PEAKMANS PIKE S/D OR 2156 P 182

SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST REFERENCE NUMBER 172S305009000064 TAX ACCOUNT NUMBER 062406000

•• Property previously assessed to: EST OF JOHN RIVERS

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 2nd day of May, 2014.

PAM CHILDERS, Clerk of the Circuit Court Escambia County, Florida

/ H/

Emily Hogg

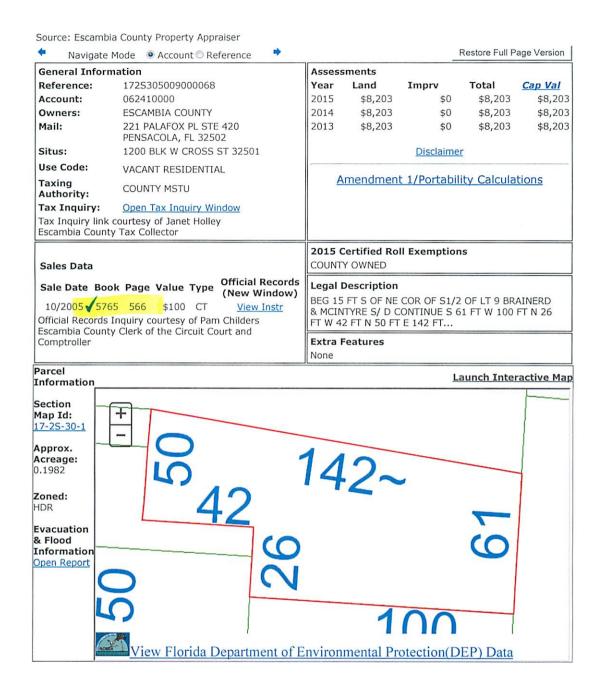
State of Florida County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 2nd day of May, 2014,

Pam Childers, Clerk of the Circuit Court

Emily Hogg, Deputy Cler



Recorded in Public Records 10/31/2005 at 01:13 PM OR Book 5765 Page 566, Instrument #2005438602, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Deed Stamps \$0.70

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL DIVISION

ESCAMBIA COUNTY, FLORIDA, A political subdivision of the State of Florida,

Plaintiff

CASE NO. 2005-CA-689

vs.

DIVISION B

CERTAIN LANDS upon which nuisance abatement liens are delinquent,

Defendants.

CERTIFICATE OF TITLE

THE UNDERSIGNED CLERK of the Court certifies that he executed and filed a Certificate of Sale in this action on October 11, 2005 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Escambia County, Florida:

County Account Number: 06-2410-000

Legal Description: BEGIN 15 FEET SOUTH OF NE CORNER OF S 1/2 OF LOT 9,

CONTINUE SOUTH 61', WEST 100' NORTH 26' WEST 42', N 50', E 142' TO A POINT OF

BEGINNING; SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY,

FLORIDA.

was sold to the Plaintiff, ESCAMBIA COUNTY, FLORIDA

WITNESS my hand and the Seal of the Court on this day of day of

ERNIE LEE MAGAHA, CLERK

Clerk of Circuit and County Courted CHRCING

By:

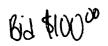
Deputy Clerk

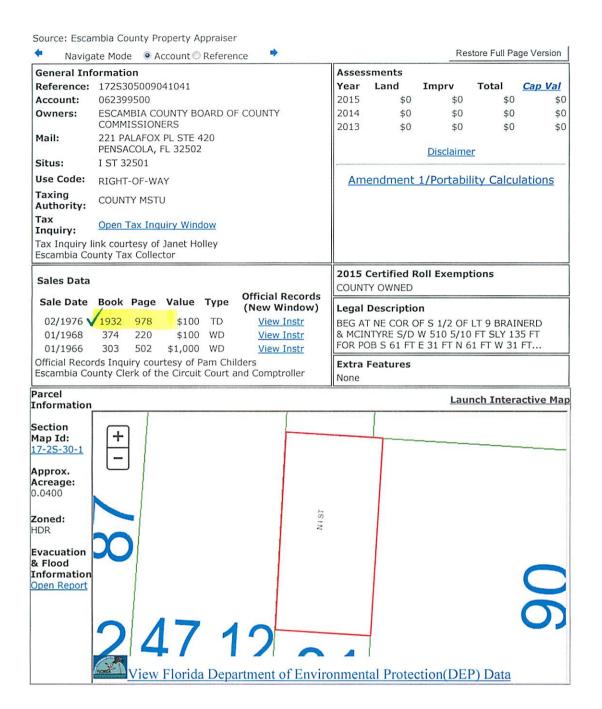
Copies furnished to:

Nixon and Associates, Attorney for Plaintiff, 3105 West Waters Avenue, #204, Tampa, Florida 33614.

Estate of William Dortch, Will Dortch and Lelia May Dortch, 1201 W. Cross Street, Pensacola, FL 32501

Suit 1, Property 3





This instrument was prepared by 855, 1932 PAGE 978 Joa A. Flowers, Comptroller Escembia County Courthouse Pensacola, FL DEED STATE OF FLORIDA COUNTY OF ESCAMBIA Was issued on the 946 WHEREAS, Tax Certificate No. let day of June , 19 73 against the Tand described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 23rd day of February 1976, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida; NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111 , their successors and assigns, for-Pensacola, FL 32595 ever, the following described land in Escambia County, Florida, to-wit: Begin at the NE cor of the S 1/2 of Lot 9, West 510.5 feet, Southerly 135 feet for pob, South 61 feet, East 31 Feet, North 61 feet, West 31 feet to pob, Lot 41 Section 17, Township 2 South, Range 30 West. Acct. Ø 06-2399-500. Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining. IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 3rd July day of

Slave Jarmas

JOE A. FLOWERS, as Comptfoller of Scambia County, Florida

(OFFICIAL S'E

STATE OF FLORIDA COUNTY OF ESCAMBIA

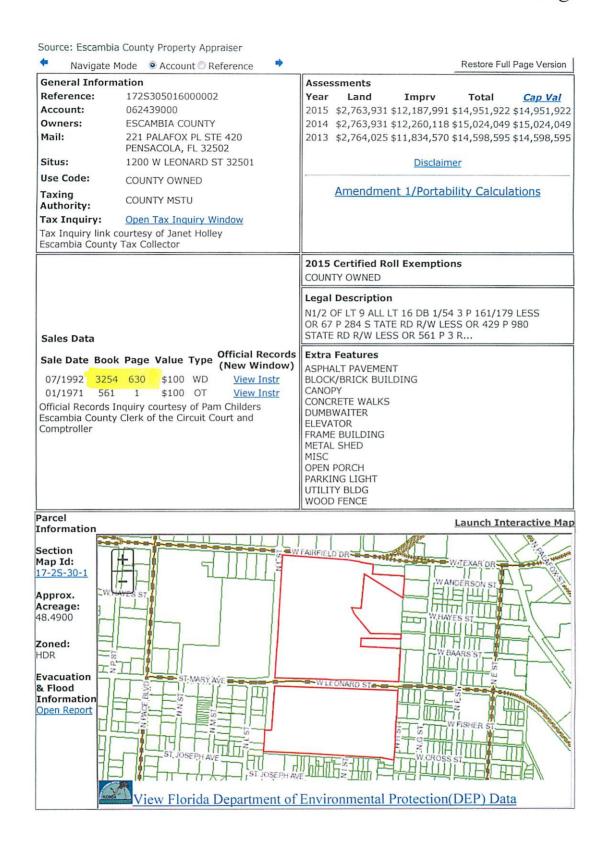
Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

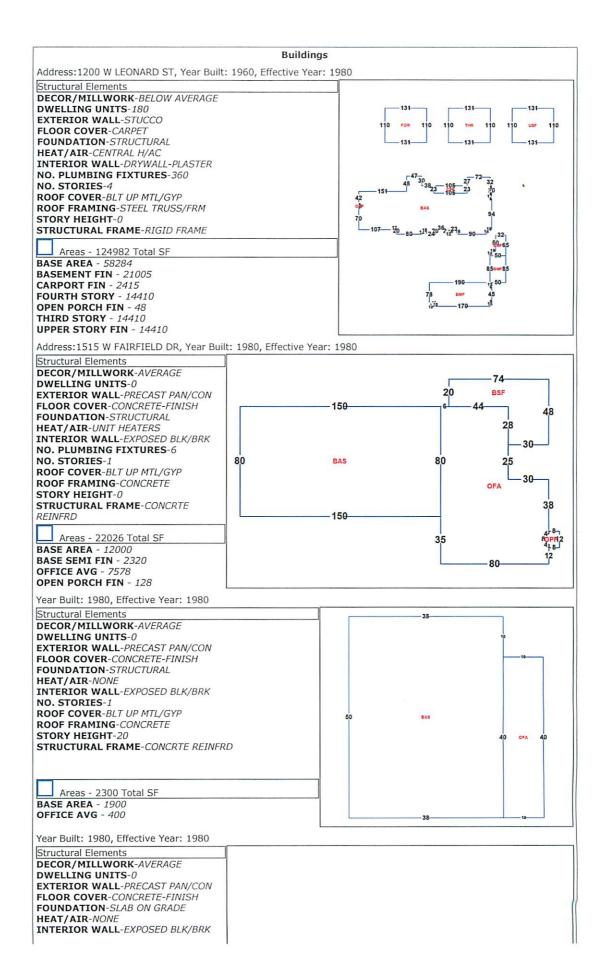
GIVEN under my hand and official seal this 3rd day of

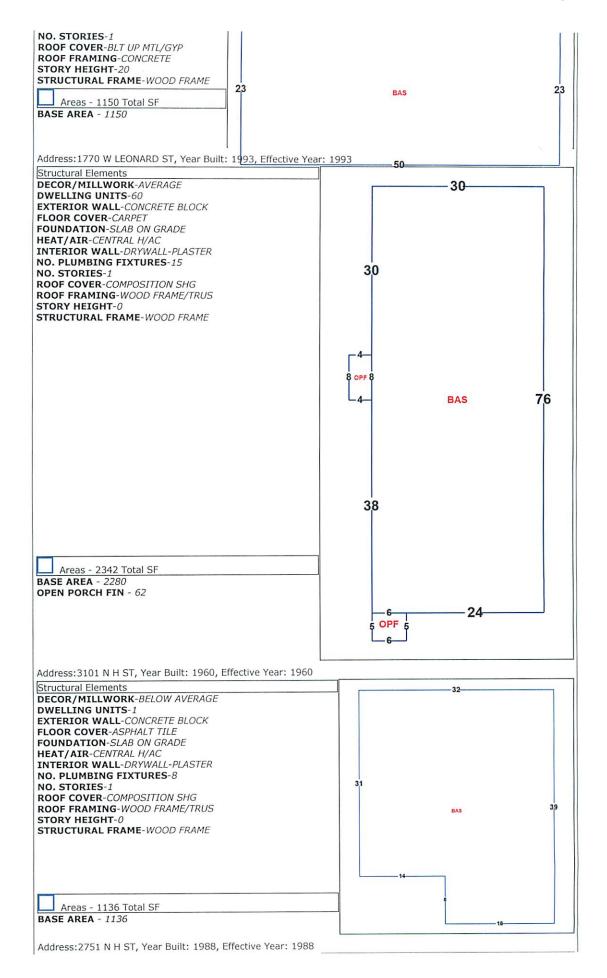
Hotary Public

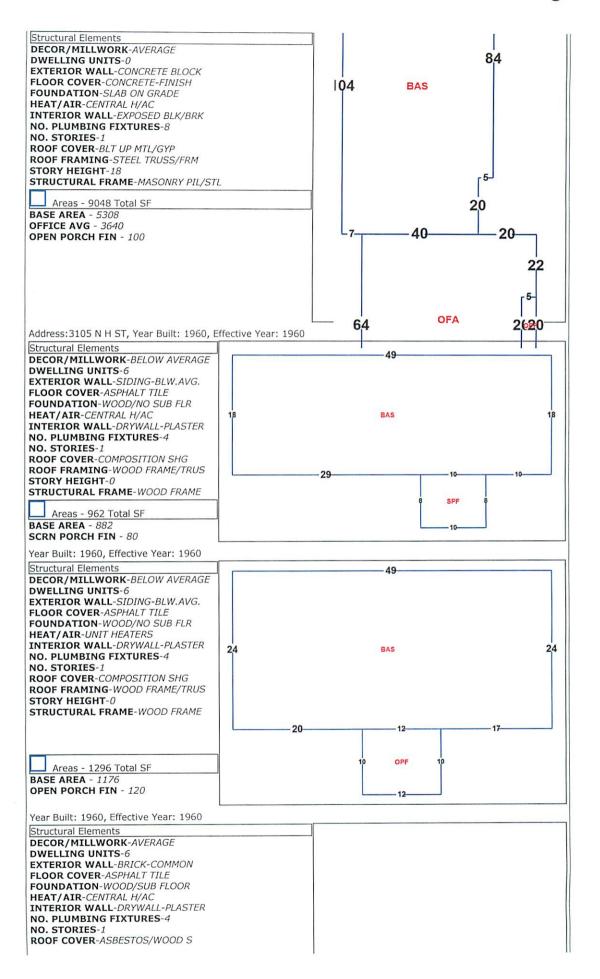
My Commission Expires:

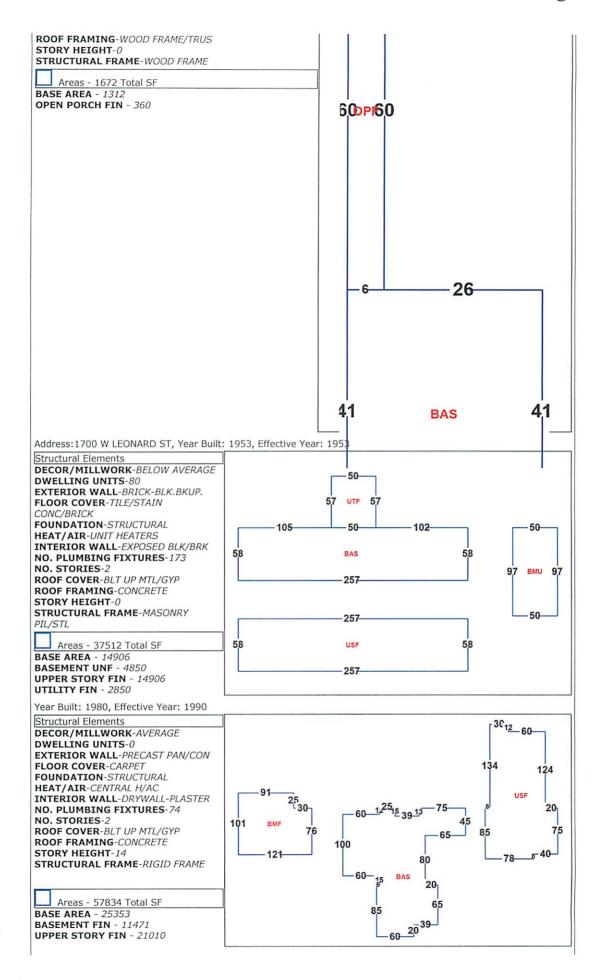
4/21/86

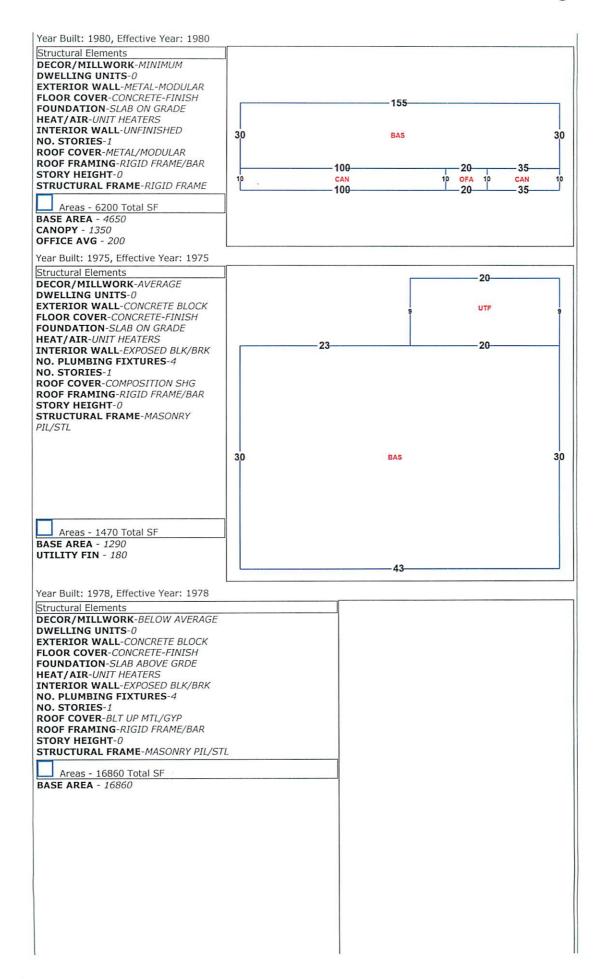


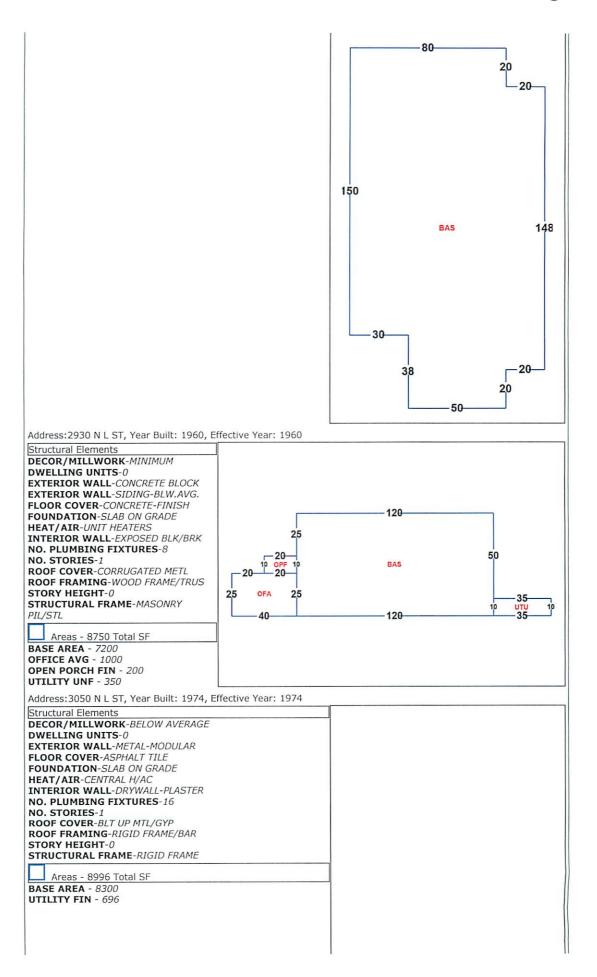


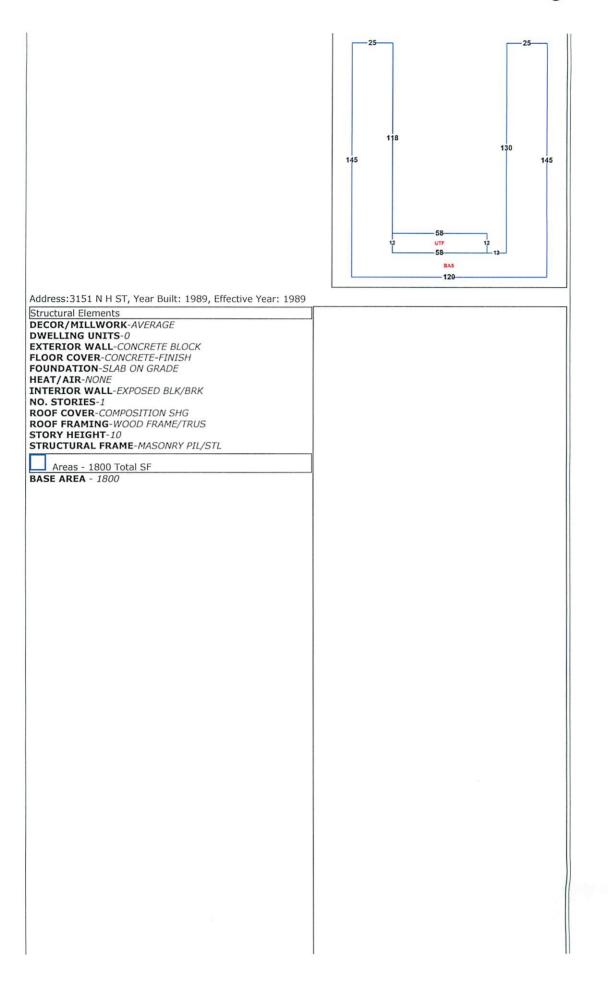


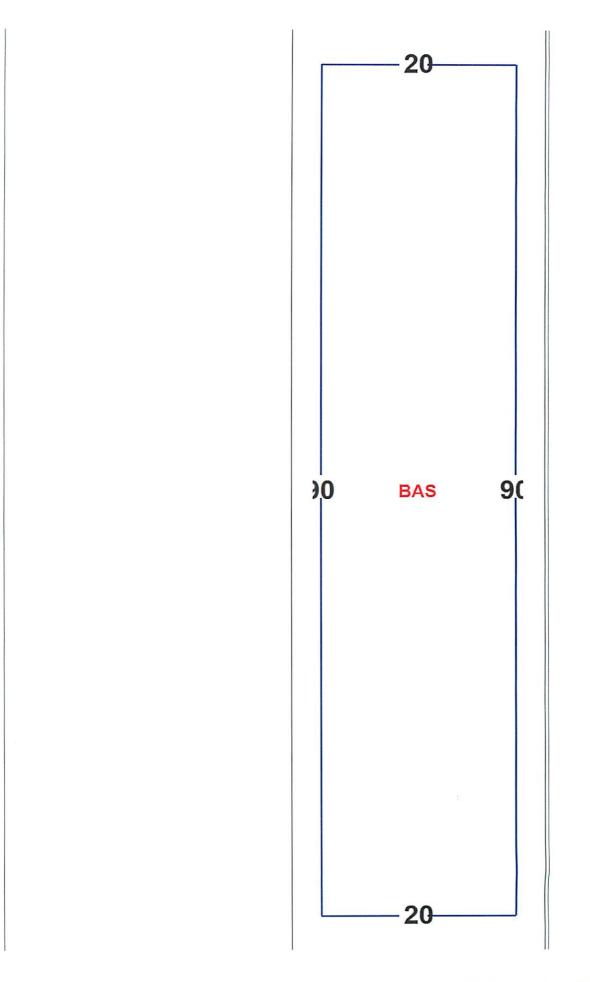


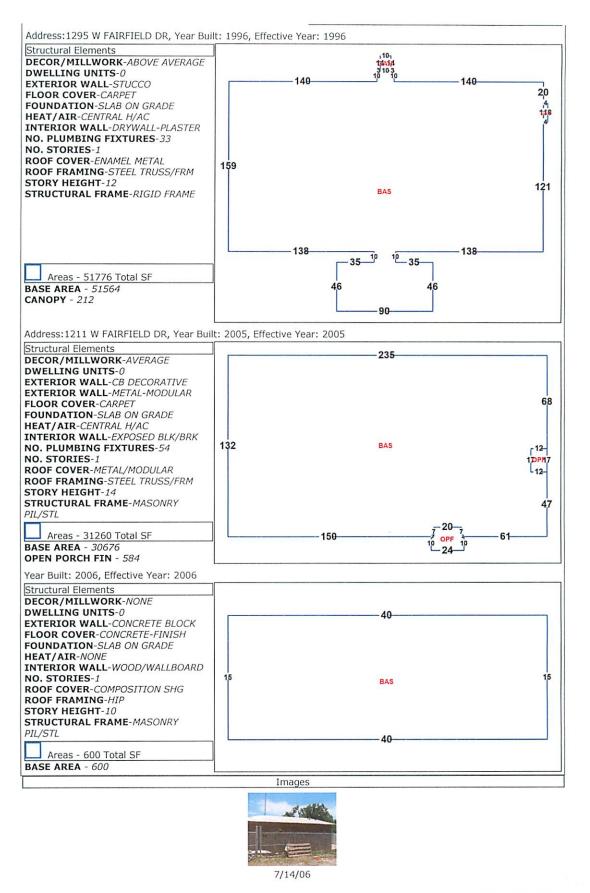












The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

254 630 1125 RED 32541

13+2 W

CORRECTIVE SPECIAL WARRANTY DEED

1

STATE OF FLORIDA

ss.

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, ("Grantor") (whose mailing address is 215 W. Garden St., Pensacola, FL 32501) for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto ESCAMBIA COUNTY, FLORIDA, ("Grantee") (whose mailing address is Escambia County Courthouse, Pensacola, Florida 32501) its successors and assigns, forever, the following described real property, situate, lying and being in the City of Pensacola, Escambia County, Florida, to-wit:

5.06 acres in Section 17, Township 2 South, Range 30 West, described as follows: From the northeast corner of said Section 17, run westerly 'long the North line thereof a distance of 312 feet to the West line of the "Farmers' Market" for "point of beginning" of this description; thence run, Southerly, parallel to the East line of said Section 17, a distance of 525 feet to a point, thence go Westerly, parallel to the north line of said Section, 420 feet to a point, thence go Northerly, parallel to the East line of said Section 17, a distance of 525 feet to a point on the North line of said Section; thence go Easterly, along the North line of said Section to "point of beginning"; all lying and being in Section 17, Township 2 South, Range 30 West, Escambia County, Florida, and containing 5.06 acres, more or less.

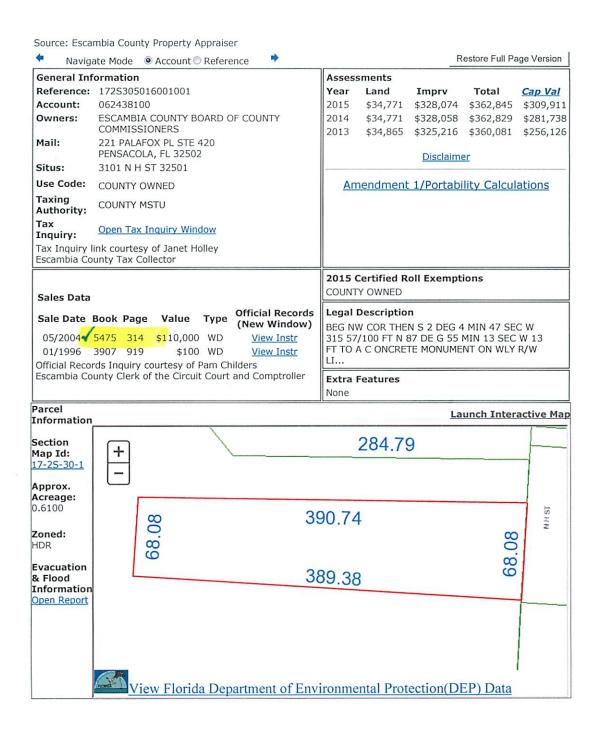
LESS AND EXCEPT any portion thereof lying within the right of way of Fairfield Drive.

Property Appraiser ID No. 172530 5016 000 001

Subject to taxes for the current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

And further subject to that certain Lease Agreement between Grantor and the District Board of Trustees of Pensacola Junior College, Florida, dated December 21, 1984, concerning the construction and operation of a television transmission tower on a portion of said property. The Grantee agrees to honor such lease. The Grantee further agrees to assure to Grantor reasonable access for the operation, maintenance, replacement and repair of antennas of Grantor located on said tower.

And the said Grantor does hereby fully warrant the title to



OR BK 5475 PGO 314 Escambia County, Florida INSTRUMENT 2004-274027

DEED BOC STAMPS PD 8 ESC CO \$ 770.00 08/11/04 ERNIE LEE MAGAMA, CLERK

This Document Was Prepared by:
Office of the County Attorney
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this 2/s+ day of MAY, 2004, by and between Council on Aging of West Florida, Inc., a Florida non-profit corporation, whose address is 21 South Tarragona Street, Pensacola, Florida 32502 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land (Property) situated in Escambia County, Florida:

Commence at the Northeast Corner of Section 17, Township 2 South, Range 30 West of Escambia County, Florida: thence run South 02 degrees 04 minutes 47 seconds West for 315.57 feet; thence run North 87 degrees 55 minutes 13 seconds West for 13.00 feet to a concrete monument on the Westerly Right-of-Way line of "H" Street (50' R/W); thence run South 02 degrees 04 minutes 47 seconds West along said R/W for 465.37 feet for the Point of Beginning of this description:

Thence run South 02 degrees 04 minutes 47 seconds West for 100.63 feet; thence run North 87 degrees 55 minutes 13 Seconds West for 389.38 feet; thence run North 02 degrees 04 minutes 47 seconds East for 68.08 feet; thence run North 87 degrees 18 minutes 04 seconds East for 390.74 feet to the Point of Beginning and termination of this description. All lying and being in Section 17, Township 2 South, Range 30 West and containing .75 acres, more or less.

Parcel ID No. 17-2S-30-5016-001-001

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2004 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

OR BK 5475 PGO315 Escambia County, Florida INSTRUMENT 2004-274027

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

Witness // B

COUNCIL ON AGING OF WEST FLORIDA,

INC.

Print Name

Witness Print Name RAD A SAKA

Donna Jacobi. President

STATE OF FLORIDA COUNTY OF ESCAMBIA

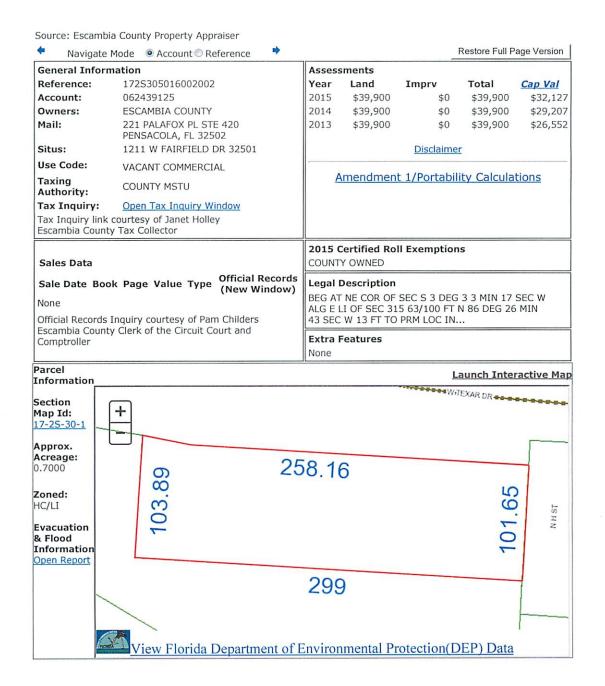
The foregoing instrument was acknowledged before me this 2/5 day of April, 2004, by Donna Jacobi, as President of the Council on Aging of West Florida, Inc., a Florida non-profit corporation, on behalf of the corporation. She is personally known to me, or has () produced current as identification.

ROBA B. SAKALARIOS NOTARY PUBLIC-STATE OF FL COMM. ESP. OCT. 19, 2008 COMM. NO. DO187027 (Notary Seal) Signature of Notary Public

Printed Name of Notary Public

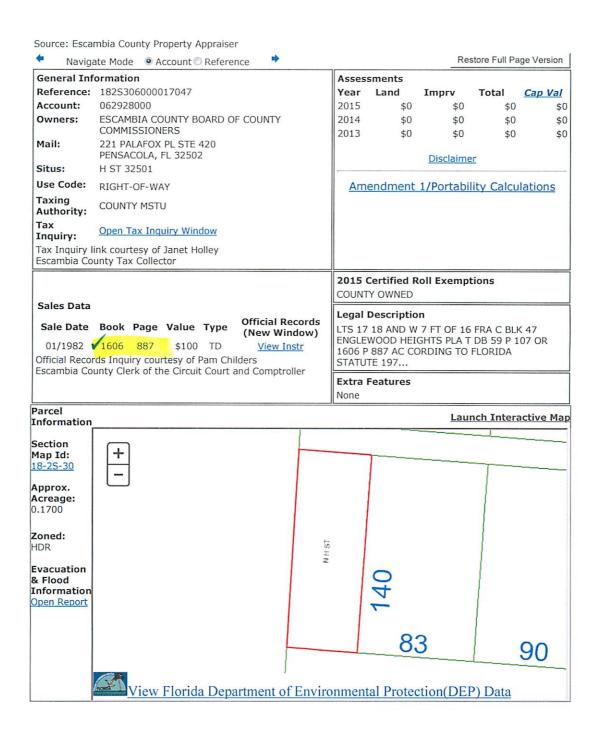
RCD Aug 11, 2004 02:58 pm Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2004-274027



Escambia County Property Appraiser 172S305016002002 - Full Legal Description

BEG AT NE COR OF SEC S 3 DEG 33 MIN 17 SEC W ALG E LI OF SEC 315 63/100 FT N 86 DEG 26 MIN 43 SEC W 13 FT TO PRM LOC IN W R/W LI H ST N 3 DEG 33 MIN 17 SEC E ALG SD W R/W LI 150 FT FOR POB N 86 DEG 51 MIN 43 SEC W 299 FT TO E LI OF PROP OF BD OF PUBLIC INSTR DB 188 P 425 N 3 DEG 33 MIN 17 SEC E ALG SD E LI OF SD PROP 103 89/100 FT TO PT IN SLY R/W LI TEXAR DR S 82 DEG 19 MIN 13 9/10 SEC E ALG SD SLY R/W LI 40 95/100 FT S 87 DEG 5 MIN 3 SEC E ALG SD SLY R/W LI 258 16/100 FT TO PT IN W R/W LI H ST S 3 DEG 33 MIN 17 SEC W ALG SD W R/W LI 101 55/100 FT TO POB



This instrument was prepared by:
Joe A. Flowers, County Comptroller
Escambia County Courtheuse 100 TAGE 887
Pensacola, Florida #50° 1606

STATE OF FLORIDA P. O. Box 1111 COUNTY OF ESCAMBIA Pensacola, Fla. 22595

400 depe

WHEREAS, Tax Certificate No. 601 was issued on the 31st day of May , 19 63, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes: and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is F. O. Box 1111

Pensacola, Fla. 32595

), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

Lots 17 and 18, and the West 7 feet of lot 16, Fractional Block 47, Englewood Heights, Plat Deed Book 59, page 107, Section 18, Township 2 South, Range 30 West.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FIA. ON JUNE 192

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

Witnesses:

Jarinas Shaineles

JOE A. FLOWERS, as Comptrolier of the Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

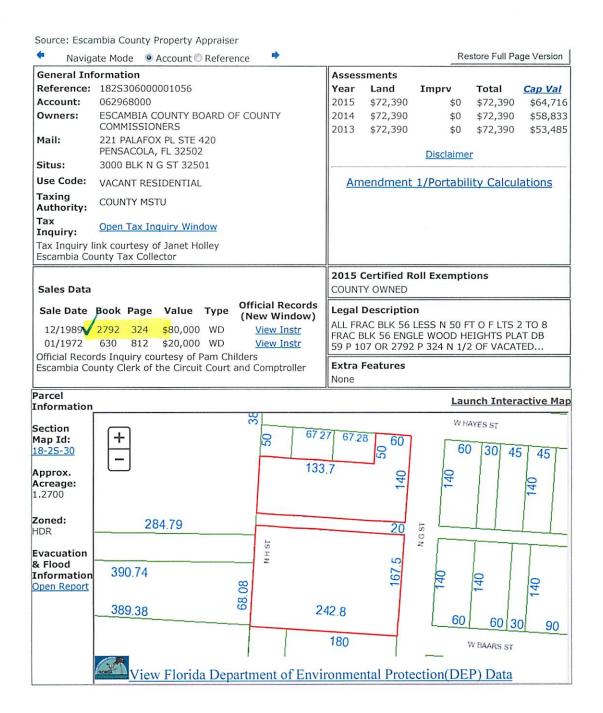
GIVEN under my hand and official seal this 5th day of January

19 82.

Notary Public

My Commission Expires:

1/21/82

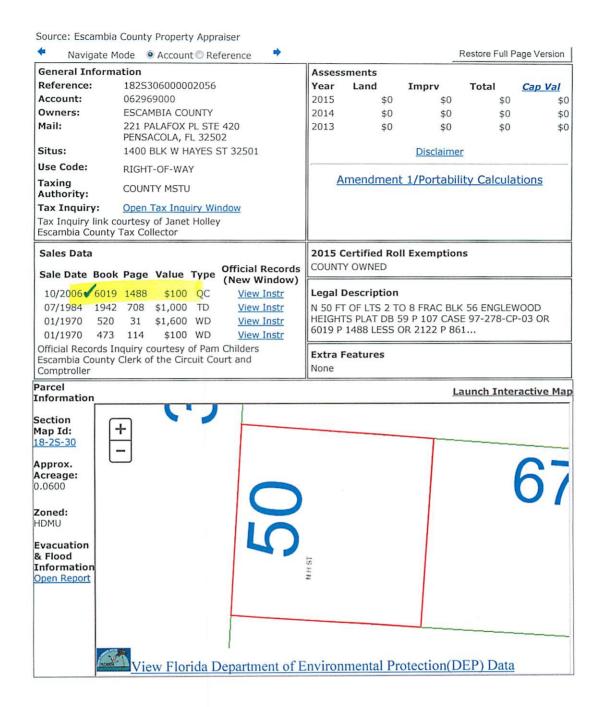


Prepared by & Return to:
Winda G. Salter, an employee of
Southland Title of Pensacola, Inc.
900 E. Scott Street
Pensacola, Florida 3250380027928 324
CORPORATION

WARRANTY DEED

	THE VINA A PROUTE	Componention		_, Grantor*,
on and in consideration	, JR., INC., A Florida n of Ten Dollars (\$10.00) yiedged has bargained, sold	and other good and v	aluable considerations to	
ESCAMBIA CO	UNTY BOARD OF COUNTY	COMMISSIONERS		_ , Grantee
A STATE OF THE PARTY OF THE PAR	ors, administrators and assi y of Escambia	ens forever, the follow	wing described property, , to-wit:	situate, lying
lat recorded in De lorida. Less and	inclusive, Block 56, sed Book 59 at page 10 except the North 50 f ying within right-of- Record Book 629, at Street.	eet of Lots 2 throwway of "H" Street.	ugh 8, inclusive, an Together with alle	d less and ys as
12/19/	199			
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Cultivit to town for a	current year and to valid ea	sements and restrictions	s of record affecting the	above proper
anu which are not here	by reimposed. Subject also t	o oil, gas and mineral res	servations of record.	
Said grantor does ful	ly warrant the title to said	land and will defend the	he same against the lawf	ul claims of
ersons whomsoever.	"Wherever used herein, the term "grant			· 63.
	successors and/or assigns of the respe- the plural, and the plural the singular,	ctive parties hereto, the use of singula the use of any gender shall include t	at member shall include the genders.	1090
IN WITNESS WI	HEREOF, grantor has hereun	to set grantor's hand and	seal on	INC
		C. A.	HOBBS. JR. INC.	
Attest:	Secretary	\mathcal{C}	a last	
Signed, sealed and delive	red	BY:	A. Hobbs, Jristilli	PRESIDE
n the presence of:	1-01	0,	W. 110003, O. 11111111111111111111111111111111111	
			1 :	A. A. La.
Linda V	Balta		(Corporate Seal)	1
STATE OF FLORIDA	NA.			1,
	ment was acknowledged befo	ore me this	ember 15, 1989	-
C. A. Hobbs.	Jr. President	of manufactured	TO THE PARTY AND ADDRESS OF THE PARTY AND ADDR	J.
Florida		corporation, on b	pehalf of the corporation	maril a
CLERK FILE NO	CONTRACTOR CONTRACTOR CONTRACTOR	7	6 M sax	the
		Notary Public		176
		INSTATY PUBLIC		31.11
			June 2, 1991	mandel
			My Commission Experien	動けった。
1		1	*h.15	6

(Notary Seal)



Recorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1488, Instrument #2006108493, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$0.70

This document prepared by: Stephen G. West, Assistant County Attorney Escambia County Attorney's Office 14 West Government Street, Room 411 Pensacola, Florida 32502

STATE OF FLORIDA COUNTY OF ESCAMBIA

...

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this ______ day of ______ 2006, between Dolores Cox, as Trustee under that certain trust instrument recorded in Official Record Book 4920 at page 1303 of the public records of Escambia County, Florida, whose address is 4665 Southside Drive, Gulf Breeze, Florida 32563 (Grantor) and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH, that Grantor for and in consideration of the sum of one dollar and other good and valuable consideration, in hand paid by Grantee, receipt of which is acknowledged, quitclaims to Grantee, and Grantee's successors and assigns forever, all of the right, title, and interest in the following described property in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Number 18-2S-30-6000-002-056

THE ABOVE REFERENCED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR.

Signed in the presence of:

GRANTOR:

Print Name

Print Name_

Print Name 2:1/

Ilian M. Ewens

Dolores Cox. as Trustee

STATE OF FLORIDA COUNTY OF ESCAMBIA SANTA ROSO

LELLAN M. EWENS
Comm# D00314161
Expires 4/28/2006
Bonded thru (800)432-4254
Florida Notary Assn., inc

Signature of Notary Public

Lillian M. Ewens
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Quitclaim Deed accepted by Escambia County, Florida on the 14th day of 2006, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 17th day of August, 2006.

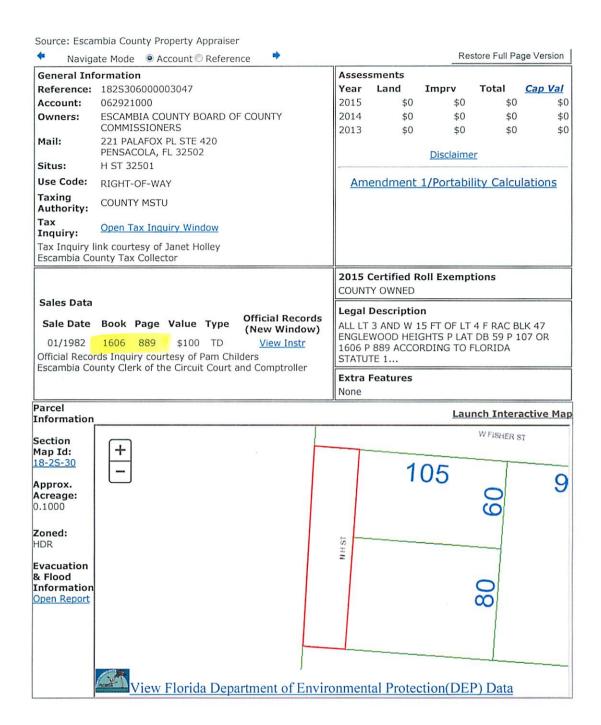
BOARD OF COUNTY COMMISSIONERS ESCAMBLA COUNTY, FLORIDA

D. M. "Mike" Whitehead, Chairman

ATTEST:

Ernie Lee Magenta Count

Deputy Clerk



DEED

This instrument was prepared by: Joe A. Flowers, County Comptroller Escambia County Courthouse Pensacola, Florida 32595

STATE OF FLORIDA COUNTY OF ESCAMBIA

P. O. Box 1111 Pensacola, Florida 32595 1606 PAGE 889

WHEREAS, Tax Certificate No. 978 was issued on the first day of June , 19 67, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florids Statutes: and Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111

Pensacola, Florida 32595

Torever, the following described land in Escambia County, Florida, to-wit: forever, the following described land in Escambia County, Florida, to-wit:

> All of lot 3 and the West 15 feet of lot 4, Fractional Block 47, Englewood Heights, Plat Deed Book 59 page 107, Section 18, Township 2 South, Range 30 West.

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this 5th day of January _____, 19 82 ___.

Witnesses:

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared JOE A. FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January

Notary Public

acus My Commission Expires:

Janua 2

This instrument was prepared by: Joe A. Flowers, County Comptroller Escambia County Courthouse Pensacola, Florida 32595

STATE OF FLORIDA P. O. Box 1111 COUNTY OF ESCAMBIA Pensacola, Florida 32595

dooder

1606 PAGE 888

WHEREAS, Tax Certificate No.1026 was issued on the 29th day of May , 19 69, against the land described herein below, and the Tax Collector of Escambia County, Florida, duly delivered to the Comptroller of the said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 26th day of August , 19 74, offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County, Florida pursuant to Section 197.241(5), Florida Statutes; and

WHEREAS, Section 197.241(5), Florida Statutes, directs the Comptroller to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Comptroller, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.241(5), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, (whose mailing address is P. O. Box 1111

Pensacola, Fla. 32595), their successors and assigns, forever, the following described land in Escambia County, Florida, to-wit:

West one-half of lot 16, all of lots 17 and 18, Fractional Block 40, Englewood Heights, Plat Deed Book 59, page 107, Deed Book 320, page 525, Section 18, Township 2 South, Range 30 West.

FILED & FILED & FILED & FILED & FILED & FILED & FILED SON TALON THE PUBLIC CONTROL OF TH

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

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Comptroller of said County, I have executed this deed and have hereunto set my official seal this $\frac{5\text{th}}{\text{day}}$ of $\frac{\text{January}}{\text{January}}$, $\frac{19}{82}$.

Witnesses:

Jaine Jaimes

JOE A. FLOWERS, as Comptroller of Escambia County, Florida

(OFFICIAL SEAL)

STATE OF FLORIDA COUNTY OF ESCAMBIA

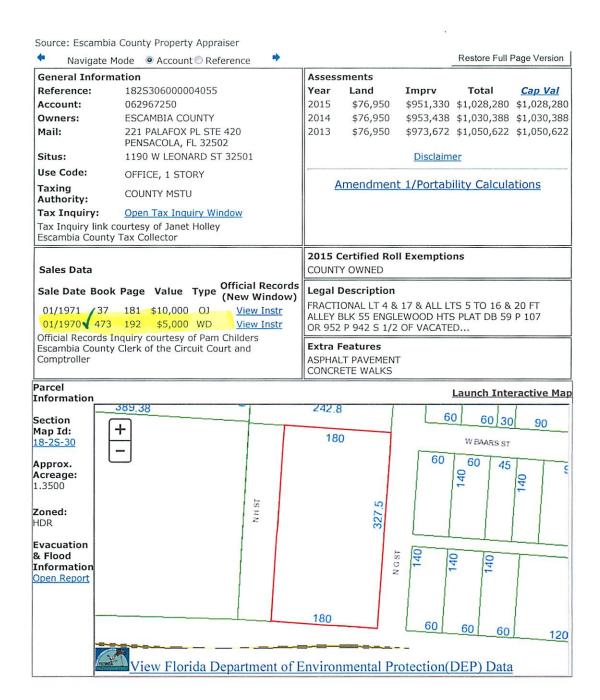
Before me, the undersigned Notary Public, personally appeared JOE A.-FLOWERS, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Comptroller of Escambia County, Florida, who acknowledged that he executed the same as Comptroller for the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 5th day of January

Notary Public

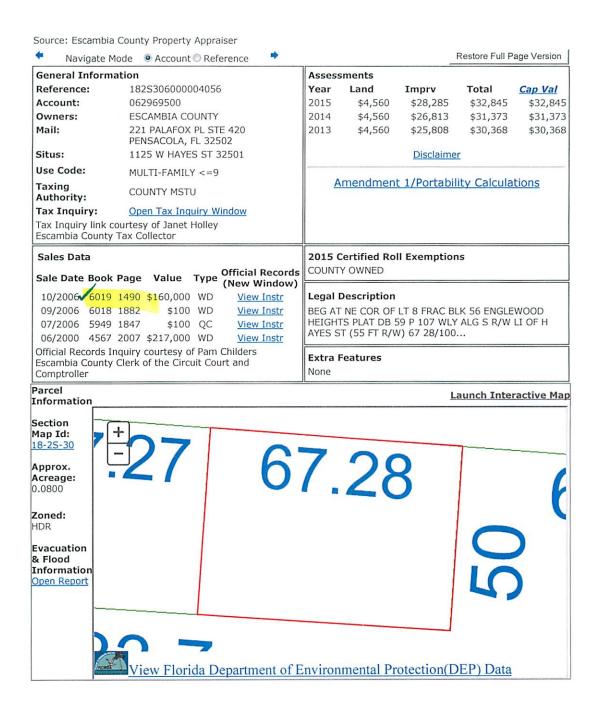
My Commission Expires:

4/21/82



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Thecorded in Public Records 10/26/2006 at 03:42 PM OR Book 6019 Page 1490, Instrument #2006108494, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$1120.00

This document was prepared by: Stephen G. West, Assistant County Attorney Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, Florida 32502 (850) 595-4970

STATE OF FLORIDA COUNTY OF ESCAMBIA

WARRANTY DEED

THIS DEED is made and entered into this <u>Ibblac</u>, 2006, by and between James E. Way, Jr., whose address is 2600 North Palafox Street, Pensacola, Florida 32501 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida:

The North 50 feet of lots 2 to 8, fractional block 56, Englewood Heights, Plat Deed Book 59, page 107 of the public records of Escambia County, Florida.

Parcel Identification Numbers: 18-2S-30-6000-002-056, 18-2S-30-6000-004-056, and 18-2S-30-6000-005-056 (Property).

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2006; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR covenants with Grantee that at the time of delivery of this deed, Grantor was well seized of the Property; Grantor has good right and title to convey; the property is free from all encumbrances to Grantee; Grantee shall have the peaceable and quiet possession of the Property; and Grantor fully warrants the title to the Property and will defend it against the lawful claims of all persons whomsoever.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

•BK: 6019 PG: 1491 Last Page

(Notary Seal)

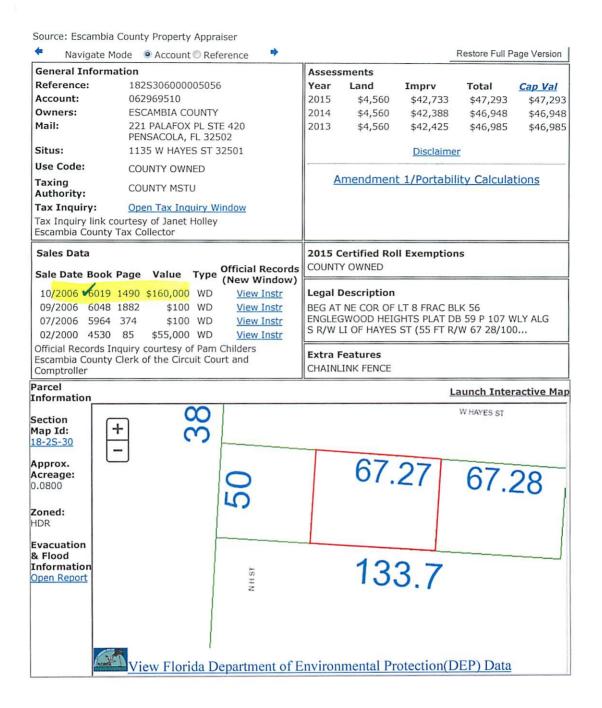
Witness Object G. Vaj F.

Witness Object G. Vaj F.

Witness Object G. Vaj F.

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this John day of 2006, by James E. Way, Jr., who () is personally known to me, or has produced current Ft. Drivers Grand Gignature of Notary Public Elizabeth A Larrieu Bignature of Notary Public County Official County Public State of Florida Cignature of Notary Public County Public State of Florida Cignature of Notary Public County Public Citabeth A Larrieu Cignature of Notary Public Citabeth A Larrieu Cignature Cignatu



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Witness Style Flor G. Way F

Witness ___

Print Name Elizabeth Al

James E. Way, Jr.

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this Loth day of 2006, by James E. Way, Jr., who () is personally known to me, or has produced current H. Down Leave as identification.

South State

Notary Public State of Florida Elizabeth A Larrieu My Commission DD393219 Expires 03/23/2009

(Notary Seal)

Signature of Notary Public

Trabell A larrocci

Printed Name of Notary Public





PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA County of Escambia

	d
Glanda Nall	
who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a least in the matter of	
	t, was

Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

as. 16,1997

Sworn to and subscribed before me this 1814
day of Mav. A.D., 19 97
Bereth Ferenson
Notary Public

12/4/97 5:35 pm

DR BK 4207 PG0402 Escample County, Florida NETFUMENT 97-445058

> NOTICE OF PUBLIC HEARING ON PETITION TO VACATE, CLOSE AND ABANDON CERTAIN ROAD RIGHTS-OF-WAY OR ALLEYWAY

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on December 4th, A.D., 1997, at 5:35 p.m., in the Board of County Commissioner's meeting room, on the 3rd floor of the Escambla County Courthouse, Pensacota, Florida to consider the advisability of vacating, closing, abandonated and discontinuing the following described road right-of-way or alleyway:

All that portion of Baara Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood heights, a subdivision of a subdivision of a portion of Section 18 Township 2 South, Range 30 West, Escambia County, Fiorida, per the plat of reald subdivision recorded in Deed Book 59 Page 109 of the public records of said County. Subject to a utility easement being retained over said right-of-way to be vacated.

Board of County Commissioners

Board of County Commissioners Escambla County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 300, Courthouse, 223 Palatox Piace at Government Street. Persons who need an accommodation, cursuant to the American Disabilities Act, in order to attend or participate in the above meetings should contact Ms. Shirtey Gafford at 438-5778 at least 48 hours in advance of the meeting.

Any person who decides to appeal any decision made by an board, agency or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meeting, such person may need to independently secure a record which should include the testimony or evidence on which the appeal is to be based.

Legal No. 52080 1T November 16, 1997

Florida 10, 2001

BERTTY FERGUSON

Notary Find a State of Florida
My comm. expires Oct. 10, 2001

Comm. No. CC667980

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA, CLOSING AND
ABANDONING CERTAIN PROPERTY ACQUIRED AS A ROAD
RIGHT-OF-WAY AND RENOUNCING AND DISCLAIMING
ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SUCH LAND

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on their own motion and pursuant to Section 336.09 Florida Statutes, has determined it to be in the best interest of Escambia County to adopt a resolution vacating, abandoning, discontinuing and closing the following described property acquired as a road right-of-way:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

and any right of the County and the public in and to the above described land is hereby renounced and disclaimed; and

WHEREAS, the Board of County Commissioners have caused to be published on

November 16, 1997 notice in a newspaper of general circulation in Escambia County, Florida,
that a public hearing thereon would be held at 5:35 p.m., December 4, 1997 in the Board
meeting room, Escambia County Courthouse, Pensacola, Florida; and

WHEREAS, the vacating, abandoning, discontinuing and closing of said property acquired as a road right-of-way and the disclaiming of any right of the County and the public in and to said land will not materially interfere with and will not deprive any person of any reasonable means of ingress and egress to such person's property:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

- 1. That the motion of the Board to vacate is hereby adopted and approved.
- 2. That the following described property acquired as a road right-of-way is hereby vacated, abandoned, discontinued and closed:

All that portion of Baars Street, a 55.00 foot wide, dedicated County right-of-way, lying between Blocks 55 and 56, Englewood Heights, a subdivision of a portion of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, per the plat of said subdivision recorded in Deed Book 59 Page 100 of the public records of said County. Subject to a utility easement being retained over said right-of-way being vacated.

and any right of the County and the public in and to the above described land is hereby renounced and disclaimed.

3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and notice of its adoption shall be published one time within thirty days hereafter in a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

By //autom

ADOPTED: A Resemble 4. 19



PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE	OF	FLO	RIDA
County of	of Es	scami	hia

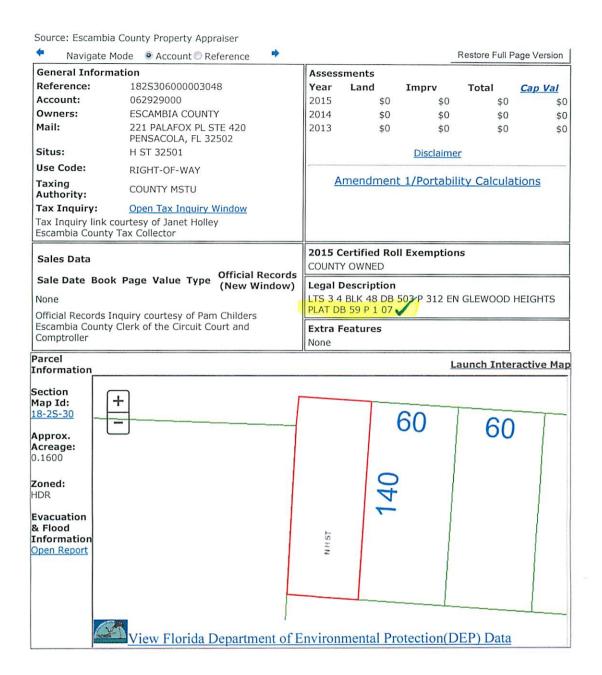
County of Escambia
Before the undersigned authority personally appeared
(Kenda) Jall
who is personally known to me and who on oath says that he/she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of
in the Court, was
published in said newspaper in the issues of Lee. 21,1997
Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.
Sworn to and subscribed before me this 23(1)
day of hore. A.D., 19 97
Berell Ferguson Notary Public
110taly 1 dolle

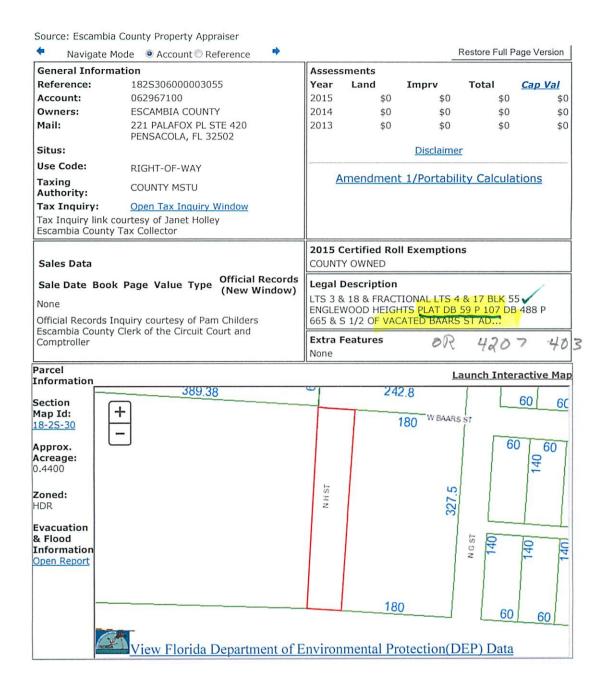
BERETH FERGUSON

Notary Public. State of Florida

Comm. No. CC667980

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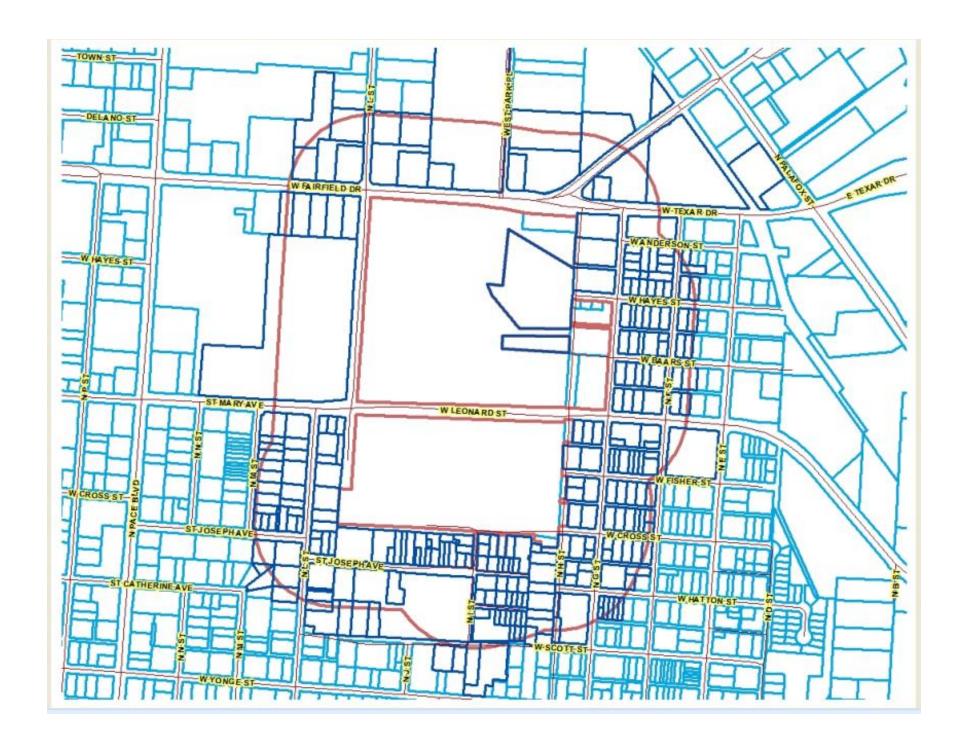




	No. 10309
State of Plorida (Filed for Bosord 18th day of December 19 44 at 5:30P.M.
Escambia County	WARRANTY DEED OF REALTY
know all Men by these Presen	ts, That T. C. McCoy, as Chairman, and Clint Reilly.
Frank L. Parisė, Earl Westmark,	and James M. Cooper as members of the Board of
County Commissioners of Escambia	County, Florida
for and in consideration of \$1.00 (One D	Pollar
·	. DOLLARS.
the receipt whereof is hereby acknowledged, do	bargain, sell, convey and grant unto Board of Public Instruction
of Escambia County, Florida	
successors	gns, forever, the following described real property, situate, lying and being in
•	County of Escambia State of Florida to-wit:
	(17), Township 2 South, Range 30 West, described as
	mer of said Section 17, run westerly along the North
•	est to the West line of the "Farmers' Market" for
	cription; thence run, Southerly, parallel to the
	distance of 525 feet to a point, thence go Westerly.
	and Section, 420 feet to a point; thence go Northerly
	d Section 17, a distance of 525 feet to a point on
	thence go Easterly, along the North line of said
Section to "point of beginning";	All lying and being in Section 17, Twp. 2 South,
Range 30 West, Escambia County,	Plorida, and containing 5.06 acres, more or less.
taining, free from all exemptions and right of	, hereditaments and appurtenances thereto belonging or in anywise apperhomestead. well-soized of an indefeasible estate in fee-simple in the said property, hat it is free of incumbrance, and that
administrators, the said grantee	heirs, executors, administrators and assigns, in the quiet and peaceable persons lawfully claiming the same, shall and will forever warrant and defend.
-	ve hereunto set Our hands and seal sethis 12thday of
	19 44 BOARD OF COUNTY COMMISSIONERS OF ESCAPBIA
Signed, sealed and delivered in the presence of	COUNTY, FLORIDA BY T. C. McCoy, CHAIRMAN
. M. Bruno	J. M. Cooper (SEAL)
Toncile Dixon	
TTEST:	Frank L. Parise (SEAL)
angley Bell, Clerk (OFFICIAL SE	
State of Plorida	As members of the Board of County Commissions of Escambia County, Florida.
SCAMEIA County,)	• •
	dT. C. McCoy, as Chairman, Langley Bell, as clerk
mand T. C. McCoy. Clint Reilly. is members, Board of County Commiss wife, known to me, and known to me to be the	Frank L. Parise Earl Westmark, James M. Cooper, 1881 oners, Escambia County, Florids at individual a described by said names, in and who executed the foregoing in their capacities aforesaid for and on dea and the Board of County Commissioners of Escambia and the Board of County Commissioners of Escambia
executed the same freely and voluntarily, and volushand, and for the purpose of renouncing, related property.	o and spart from her said husband, acknowledged and declared that the without fear, apprehension, compulsion or constraint of or from her said linquishing and conveying all her rights of whatsoever kind in and to the
GIVEN UNDER MY HAND and official	seal, this 12th day of December 19.44
	A. M. Bruno Notary Public.

My Commission expires 3/3/48

(NOTARIAL SEAL)



2813 LLC	ABBOTT REAL ESTATE SOLUIONS LLC	ABNEY BROADUS
642 LAKEWOOD RD	117 COTTONWOOD CIR	1215 W HATTON ST
PENSACOLA, FL 32507	LYNN HAVEN, FL 32444	PENSACOLA, FL 32501
TENSACOLA, TE 32307	ETIMOTIAVEN, TE 32444	TENSACOLA, TE 32301
ABNEY GLENN	AGEE BERTHA HARRISON LIFE EST	ALLEN JAMES A & EARTHA
651 DUNKIRK ST	1507 KYLE DR	3012 TURNERS MEADOW RD
PENSACOLA, FL 32534	PENSACOLA, FL 32505	PENSACOLA, FL 32514
AME ZION BURIAL ASSOCIATION	ANDERSON CHENOA M	ANDREWS LUCILLE
PO BOX 2821	1220 W HATTON ST	2619 NORTH H ST
PENSACOLA, FL 32513	PENSACOLA, FL 32501	PENSACOLA, FL 32501
APPARICIO VINCENT	ARMSTRONG MARY JO	ARNOLD HENRY L
803 E YONGE ST	PO BOX 18398	4551 TERRASANTA
PENSACOLA, FL 32503	PENSACOLA, FL 32523-8398	PENSACOLA, FL 32504
AUTREY AGNES PERRYMAN	AUTREY HERMAN L	BAILEY RAYMOND
1002 W CROSS ST	1002A W CROSS ST	3416 STONEHALL DR
PENSACOLA, FL 32501	PENSACOLA, FL 32501-1316	BELTSVILLE, MD 20705
BAIRD F A JR	BALL ANNIE BELLE	BALL NAPOLEN EST OF
4806 MOBILE HWY STE A	6024 TOULOUSE DR	2357 TRUMAN AVE
PENSACOLA, FL 32506-3241	PENSACOLA, FL 32505	PENSACOLA, FL 32505
BELL ALVIN D II	BLAIR MARY PEARL ALLEN	BLANKENSHIP FIRNAH A
4711 S HIMES AVE APT 2103	17419 INVERWERE ST	1605 W SCOTT ST
TAMPA, FL 33611	CLEVELAND, OH 44128	PENSACOLA, FL 32501
DLOYCON ANNIE	BLOXSON DOROTHY JEAN	DI OVCON IOCEDIUNE D
BLOXSON ANNIE 3005 N F ST	2921 NORTH F ST	BLOXSON JOSEPHINE B 3007 NORTH F ST
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32501
PENSACOLA, PE 32301	FENSACULA, FE 32301	PENSACOLA, PE 32301
BONNER TINNIE MAE	BOOKER ABRAHAM	BOOKER EDDIE
700 TRUMAN AVE APT 145-N	1100 W FISHER ST	2602 NORTH I ST
PENSACOLA, FL 32505-4022	PENSACOLA, FL 32501-1208	PENSACOLA, FL 32501
BRACY MATTIE R	BRK LAND OF PENSACOLA LLC	BROWN ANTHONY
695 RIVER MIST DR	3882 NW 25TH CIRCLE	91 DAVIS RD
JONESBORO, GA 30238-5749	GAINESVILLE, FL 32606	MCHICOPEE, MA 01022

BROWN DOUGLAS J	BROWN EUNICE TRUSTEE OF	BROWN JEWETT
1008 W LEONARD ST	2154 SMALLHOUSE RD	1780 ADAMS CREEK RD
PENSACOLA, FL 32505	BOWLING GREEN, KY 42101	HAVELOCK, NC 28532
BRYANT CALLIE	BYRD NKRUMA KENYATTA	CAPSTONE ADAPTIVE LEARNING CTR
11412 LONGHILL LN	2851 BRENTWOOD RD NE	2912 NORTH E ST
BALCHSPRING, TX 75180	WASHINGTON, DC 20018	PENSACOLA, FL 32501
CARLICLE DALBIL CIII	CARCTARRUEN MARRY	CARTER DAICY
CARLISLE RALPH C III	CARSTARPHEN MARY	CARTER DAISY
1745 W LEONARD ST	1806 W ST JOSEPH AVE	PO BOX 2474
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32513
CARY JACQUELINE JUNE	CHARTERS MARY ELLEN B	CHIANG ALICE CHU YIN
3108 N G ST	3101 E MALLORY ST	2001 COMMERCE ST #200
PENSACOLA, FL 32501	PENSACOLA, FL 32503	HOUTON, TX 77002
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CHRISTIAN APRIL	CLARK KEISHA	CLARK TAYLOR CARRIE A
1610 E HAYES ST	1817 WEST ST JOSEPH AVE	537 HICKORY HILLS DR
PENSACOLA, FL 32503	PENSACOLA, FL 32501	STONE MOUNTAIN, GA 30083
CLAY CHANDRA L	COMMUNITY ENTERPRISE INVESTMENTS	COMMUNITY HOLINESS CHURCH INC
916 W LEONARD ST	302 N BARCELONA ST	1212 ST JOSEPH ST
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32501
CONSTRUCTION SYSTEMS INC	COTTON LOIS SIMPSON	CRENSHAW SANDRA JANET
1011 W TEXAR DR	1010 W LEONARD ST	11807 S VAN NESS AVE
PENSACOLA, FL 32501	PENSACOLA, FL 32501	HAWTHORNE, CA 90250
CUNNINGHAM ANDRE NELSON	CURRY ANTHONY J	CURRY ETHEL L
6204 CREST PL	1217 W HATTON ST	1219 W HATTON ST
MOLINO, FL 32577	PENSACOLA, FL 32501	PENSACOLA, FL 32501
WOLINO, TE 32377	TENDACOLA, TE 32301	TENSACOLA, TE 32301
CURTIS ESTELLE	CUSHON SALLIE B EST OF	DANG DUNG
6500 FABIANO ST	3014 GODWIN LN	1102 W HATTON ST
PENSACOLA, FL 32506	PENSACOLA, FL 32526	PENSACOLA, FL 32501
DAR KHURRAM	DAVIS ACE HOME CENTER INC	DAVIS ANTHONY
916 CRYSTAL SPRINGS AVE	3225 NORTH L ST	1755 ST MARYS AVE
PENSACOLA, FL 32505	PENSACOLA, FL 32505	PENSACOLA, FL 32501

DAVIS ROGER & LATRICIA E	DIXON EDNA	DO TOAN ANH
3074 CREOLE WAY	5989 WEST SHORE DR	1710 FIREMAN DR
PENSACOLA, FL 32526	PENSACOLA, FL 32526-1536	PENSACOLA, FL 32505
DOMINION KEITH (PENSACOLA BAND)	DONALD COUNCIL JR	DUMPSON CAROLYN
2851 NORTH E ST	12 LABRADOR CT	917 W HAYES ST
PENSACOLA, FL 32501	COLUMBUS, GA 31909	PENSACOLA, FL 32501
FACT LIFNIDY	ENGLEWOOD MISSIONARY BAPTIST	ENCLICIT OTIC ID
EAST HENRY 122 BERKLEY DR	CHURCH	ENGLISH OTIS JR 3803 NORTH 10TH AVE
	1100 W SCOTT ST	
PENSACOLA, FL 32503	PENSACOLA, FL 32501	PENSACOLA, FL 32501
ESCAMBIA CO COMMUNITY LAND TRUST	ETHERIDGE HARRY	ETHRIDGE JOSEPHINE
4805 N 9TH AVE	2715 NORTH F ST	2800 NORTH G ST
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32501
TENSACOLA, TE 32301	TENDACOLA, TE 32301	TENDACOLA, TE 32301
FAILS CONNIE F	FAIRFIELD DRIVE PROPERTIES LLC	FAIRLEY YVONNE DONALD
922 TWIN BROOK	1901 CYPRESS ST	202 HANCOCK LN
PENSACOLA, FL 32505	PENSACOLA, FL 32502	PENSACOLA, FL 32503
FIRST EMMANUEL OF REDEEMED SAINTS	FLORIDA STATE OF	FRIENDLY BAPTIST CHURCH
1305 W SCOTT ST	PO BOX 607	1015 W BAARS ST
PENSACOLA, FL 32501	CHIPLEY, FL 32428	PENSACOLA, FL 32501
GEORGE ETHEL MAE	GLOBAL EQUITY INVESTMENTS GROUP LLC	GRIER CHATAY C
1006 W HAYES ST	1200 WESTLAKE AVENUE NORTH STE 1006	5809 RAWSON LN
PENSACOLA, FL 32501	SEATTLE, WA 98109	PENSACOLA, FL 32503
GRIFFIN DEBORAH D	HALE ARTHUR J	HALE MARDINE
1254 LOWNDE AVE	2601 N H ST	1850 ST JOSEPH AVE
PENSACOLA, FL 32507	PENSACOLA, FL 32501	PENSACOLA, FL 32501
HALL CAROLYN F	HALL CHARLES R	HALL GWENDOLYN
1809 E SCOTT ST	10435 MIDTOWN PKWY # 445	2915 N HOLLYWOOD AVE
PENSACOLA, FL 32503	JACKSONVILLE, FL 32246	PENSACOLA, FL 32505
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HARDAWAY JOHNNIE MAE	HARDEES RESTAURANTS LLC	HARPER DARRELL
4034 N 8TH AVE	1325 N ANAHEIM BLVD	534 SHILOH DR
PENSACOLA, FL 32503	ANAHEIM, CA 92801-1202	PENSACOLA, FL 32503

HARRIS EMMA	HARRIS TIKI	HARTLEY ERNESTINE
1004 W CROSS ST	PO BOX 30523	1201 W ST JOSEPHS ST
	PENSACOLA, FL 32503	
PENSACOLA, FL 32501	PENSACULA, FL 32303	PENSACOLA, FL 32501
HAWKINS OMA	HAWTHORNE MINNIE LEE	HAYES GEORGE SR TRUSTEE
2813 N F ST	1009 W HATTON ST	1419 ELLIOTT ST
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32534
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HAYNES CEDRIC W	HOLY TRINITY GOSPEL CHURCH INC	HOOKS LULA MAE
2512 NORTH L ST	2702 NORTH G ST	1408 W MALLORY ST
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32501
HOWARD ANDREW JR	HT LAND CO	HUDSON CHARLES A
5016 RILEY CT APT A	2001 COMMERCE #200	112 COLLEGE DR
EL PASO, TX 79904	HOUSTON, TX 77002	BREWTON, AL 36426
HUGHLEY JANET D	HUNTER JACQUELINE D	JACKSON CARTER REE
107 EAST 126TH ST APT 8H	1822 W ST CATHERINE	1312 1/2 ST JOSEPH AVE
NEW YORK, NY 10035	PENSACOLA, FL 32505	PENSACOLA, FL 32501
JACOBS ANN	JAMES ALBERT C & IREATER C	JAMES FREDERICK N
2610 NORTH L ST	1010 W HAYES ST	916 W BAARS ST
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32501
JAMES VIOLA EST OF	JERNIGAN GLEN M & LOUISE W	JOHNSON FRANCES
6276 FERGUSON CT	PO BOX 17858	3000 NORTH G ST
PENSACOLA, FL 32503	PENSACOLA, FL 32522	PENSACOLA, FL 32501
JOHNSON IOLA EST OF	JOHNSON TRACIE DARNELL	JONES CLAYTON & LINDA
2920 N F ST	39 BAYVIEW ST	1210 W ST JOSEPH AVE
PENSACOLA, FL 32501	SAN FRANCISCO, CA 94124	PENSACOLA, FL 32501
1 2113/1602/1, 12 32301	3,44114446.366, 6,434124	1 2113/16/22/1, 1 2 3 2 3 0 1
JONES EDDIE L LIFE EST	JONES HOSEA JR	JUVENILE JUSTICE CENTER
1824 MAYBERRY DR	7925 HOBART AVE	221 PALAFOX PL STE 420
VIRGINIA BEACH, VA 23456	PENSACOLA, FL 32534	PENSACOLA, FL 32502
KELLY CLEDIUS JR	KING NORMA JEAN	KNIGHT ALICE
200 TROMLEY	6648 HAMPTON ROAD	1320 W HOPE DR
INKSTER, MI 48141	PENSACOLA, FL 32505	PENSACOLA, FL 32514

L L & T PROPERTIES LTD	LAVERETTE FRANK L	LAWYER TOD A & MICHELLE L
PO BOX 143	PO BOX 2221	9922 EDENDALE RD
WILMER, AL 36587	PENSACOLA, FL 32513	CANTONMENT, FL 32533
LETT LUCY MAE	LETT OLA MAE	LEWIS KARL D
3110 NORTH G ST	1324 E BOBE ST	705 W LARUA ST
PENSACOLA, FL 32501	PENSACOLA, FL 32503	PENSACOLA, FL 32501
LEWIS OPHELIA M	LITTLE BETTYE P	LOFTIN INVESTMENTS LLC
7743 DEBORAH COURT	1013 N 7TH AVE	2101 BARRANCAS AVE
PENSACOLA, FL 32514	PENSACOLA, FL 32501	PENSACOLA, FL 32502
LOGAN GENEVA	LYMON GLORIA & ROSETTA	MARSH RUBY NELL
4760 SKYLINE DR	101 LAURA ST	1203 W CROSS ST
PENSACOLA, FL 32503	DONALDSONVILLE, LA 70346	PENSACOLA, FL 32501
MARTIN LUTILDA M	MAXWELL LINDSEY ESTATE OF	MCBRIDE BENNIE LIFE EST
2512 NORTH I ST	1904 W BOBE ST	2602 NORTH M ST
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32501
MCCORVEY ANGELA ELAINE	MCCORVEY BESSIE MAE	MCINTOSH JOHNNY & HELEN
7692 CHARTER OAKS DR	1214 W HATTON ST	3103 NORTH F ST
PENSACOLA, FL 32514-6278	PENSACOLA, FL 32501	PENSACOLA, FL 32501
MCINTOSH MINNIE LEE MCNEALY	MCINTOSH SAMANTHA	MCKEEHAN MATTHEW C
2504 NORTH L ST	2605 NORTH L ST	2728 N PACE BLVD
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32505
MCLELLAN DAVID B & LISA M	MELTON JEFFREY B	MILLS BOBBY
2508 DUNN ST	6212 CHICKADEE PASS	3 GENTIAN DR
PENSACOLA, FL 32526	PENSACOLA, FL 32503	PENSACOLA, FL 32503
MILNER LEE A	MIXON ANGELICA MONIQUE	MONFORD CARL D
PO BOX 292	1005 TUNIS ST	1005 W ANDERSON ST
GULF BREEZE, FL 32562	PENSACOLA, FL 32503	PENSACOLA, FL 32501
MONROE LEROY JR	MOORE EARL L & EULA	MORRIS RONNIE
2619 NORTH G ST	1011 W HAYES ST	2619 NORTH L ST
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32501

MOULTRIE LIVING TRUST	N A LAND COMPANY	NELSON DAVID A
702 FERDINAND DR	2005 COMMERCE ST #200	2725 HEYWARD DR
PENSACOLA, FL 32507	HOUSTON, TX 77002	PENSACOLA, FL 32503
PARKER WALTER J & JOHNNIE M	PDGC HOLDING GROUP LLC	PENSACOLA CITY OF
1808 W ST JOSEPH AVE	14533 90TH AVE	PO BOX 12910
PENSACOLA, FL 32501	SEMINOLE, FL 33776-1956	PENSACOLA, FL 32521
	DENICACOLA LIADITAT FOR LUIAAANITVING	DI FACANIT DAVID FOT OF
PENSACOLA DANCE CLUB LLC	PENSACOLA HABITAT FOR HUMANITY INC	PLEASANT DAVID EST OF
1707 W FAIRFIELD DR	P O BOX 13204	1701 W JACKSON ST
PENSACOLA, FL 32501	PENSACOLA, FL 32591	PENSACOLA, FL 32501
PRESSLEY PATTERSON JR	RANKIN PHYLLIS B	REEVES MINNIE
32 EDGEVIEW HEIGHTS RD	1207 W CROSS ST	1007 W HATTON ST
GREENVILLE, AL 36037	PENSACOLA, FL 32501	PENSACOLA, FL 32501
RFH PENSACOLA LLC	RICHARDSON BARBARA ANN	ROBERTS STEVE
1910 ORIENT RD	1311 W SCOTT ST	1757 ST MARY AVE
TAMPA, FL 33619	PENSACOLA, FL 32501	PENSACOLA, FL 32501
ROBERTS STEVEN G	ROBINSON BETTY JEAN	ROBINSON ETHEL MCCONNICO
3097 PELICAN LN	1204 W ST JOSEPH AVE	1207 NORTH G ST
PENSACOLA, FL 32514	PENSACOLA, FL 32501	PENSACOLA, FL 32501
ROBINSON JUDGE T SR	ROBINSON VICKI L	ROYSTER IDA PEARL
PO BOX 470965	3005 NORTH F ST	1105 W LEONARD ST
LAKE MONROE, FL 32747-0965	PENSACOLA, FL 32501	PENSACOLA, FL 32501
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ROYSTER VIVIAN ANN	RUDOLPH ROSIE L	SAVAGE ELLIAGE
1107 W LEONARD ST	1101 W CROSS ST	3102 NORTH G ST
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32501
SCHOOL BOARD OF ESCAMBIA CO	SELLERS SHIRLEY A	SKYLER FLORIDA INC
75 N PACE BLVD	1014 W LEONARD ST	3107 NORTH H ST
PENSACOLA, FL 32505	PENSACOLA, FL 32501	PENSACOLA, FL 32501
SLADE ALONZO D	SMITH CLARENCE	SMITH HELEN P
1300 W ST JOSEPH AVE	2610 NORTH H ST	2609 NORTH F ST
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32501

SMITH OTIS STABLER GWENDOLYN STABLER LEWIS M & FELICIA M 1801 W MICHIGAN AVE 411 N GREEN ST 1008 W HAYES ST MIDLAND, TX 79701 PENSACOLA, FL 32505 PENSACOLA, FL 32501 STALLWORTH BULAH L STALLWORTH MARY LOIS STEVENSON SAMUEL 1205 ST JOSEPH AVE 1321 W SCOTT ST 3871 BAYWIND DR PENSACOLA, FL 32501 PENSACOLA, FL 32501 **GULF BREEZE, FL 32563** STOKES CLIFFORD & HELEN M STROMAN ROSETTA EST OF SUMMERSON FAITH FAMILY TRUST 7480 ROLLINGHILLS RD **8153 UNTREINER AVE** 6715 W SWEETWATER AVE PENSACOLA, FL 32534 PENSACOLA, FL 32505 **PEORIA, AZ 85381 SUNSHINE 444 INC** TDR ENTERPRISES INC THOMAS HELEN 1020 N 9TH AVE 3311 GULF BREEZE PKWY # 227 1300 W CROSS ST PENSACOLA, FL 32501 **GULF BREEZE, FL 32563** PENSACOLA, FL 32501 **TILLMON ELLA** THOMAS WILLIE J THURMAN ELIZABETH 3100 NORTH F ST 456 LARKSPUR DR 391 CHURCH HILL CT PENSACOLA, FL 32501 EAST PALO ALTO, CA 94303-2037 JONESBORO, GA 30238 TRAVIS HERMAN L TISDALE SYLVIA E **TOBITT GRAHAM** 6250 COLLEGE PKWY 12708 N G ST 2615 NORTH G STREET PENSACOLA, FL 32504 PENSACOLA, FL 32501 PENSACOLA, FL 32501 **TURNER BERNICE** UNITED SURETY SERVICES INC WADE MINNIE CLYDE BONNER 411 W HERNANDEZ ST 800 JOHNSTON ST 1007 W HAYES ST PENSACOLA, FL 32501 ALEXANDRIA, LA 71301 PENSACOLA, FL 32501 WAFFLE HOUSE INC WALKER ANNIE PEARL WARREN/BRADLEY HOLDINGS LLC 17419 INVERMERE AVE 5986 FINANCIAL DR 2060 UTICA PL NORCROSS, GA 30071 PENSACOLA, FL 32503 CLEVELAND, OH 44128 WASHINGTON FLOYD JR & MARY D WE ARE HAVING FUN LLC WEBSTER JESSIE L 4590 YACHT HARBOUR DR PO BOX 13385 2510 NORTH I ST PENSACOLA, FL 32514 PENSACOLA, FL 32591 PENSACOLA, FL 32501 WENDCO CORP WHITE ALICE WHITE LILLIE RUTH DALE 220 W GARDEN ST 1230 W SCOTT ST 1012 W BAARS ST

PENSACOLA, FL 32501

PENSACOLA, FL 32501

PENSACOLA, FL 32501

WILBANKS FRANCES Y 6152 GREEN ISLAND DR # 13 COLUMBUS, GA 31904

WILLIAMS ROBERT L 2504 NORTH I ST PENSACOLA, FL 32501

WINDER VI LLC 18305 BISCAYNE BLVD STE 400 AVENTURA, FL 33160

WOODCOCK BARBARA KAREN 2011 E OLIVE RD PENSACOLA, FL 32514

YOUNG JESSIE REE 3100 NORTH G ST PENSACOLA, FL 32501 WILLIAMS ANNIE PEARL 1228 W SCOTT ST PENSACOLA, FL 32501

WILSON DAMIEN 646 N BROAD ST GROVE CITY, PA 16127

WINGATE JENNIFER 627 W GREGORY ST PENSACOLA, FL 32502

WORSHAM WENDALL M & YULANDA S 8375 RALEIGH CIR PENSACOLA, FL 32534 WILLIAMS MARIE 1314 W ST JOSEPH AVE PENSACOLA, FL 32501

WILSON LASHANA T 1211 W CROSS ST PENSACOLA, FL 32501

WOMACK DAISY B 3105 N F ST PENSACOLA, FL 32501

YANG WEI & CHEN WEN HSIANG 417 KNOWLES AVE PENSACOLA, FL 32503