

AGENDA
ESCAMBIA COUNTY BOARD OF ADJUSTMENT
October 18, 2017–8:30 a.m.
Escambia County Central Office Complex
3363 West Park Place, Room 104

1. Call to Order.
2. Swearing in of Staff and acceptance of staff as expert witness
3. Acceptance of the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.
4. Proof of Publication and waive the reading of the legal advertisement.
5. Approval of Resume Minutes.
 - A. Approval of August 16, 2017 Board of Adjustment Meeting Minutes.
6. **Consideration of the following cases:**
 - A. **Case No.: CU- 2017-10**
Address: 2410 Langley Avenue
Request: to allow kennels or animal shelters not interior to veterinary clinics in HC/LI-NA zoning.
Requested by: For Dogs of NW FLA, Inc. / Micheal W. Milner, Owner
 - B. **Case No.: V-2017-07**
Address: 1929 Winners Circle
Request: variance of 42 inches, (3.5 feet), to the accessory structure setback minimum 5 feet requirement in the Land Development Code.
Requested by: Austin S. Horst, Owner
 - C. **CASE NO.:AP-2017-02**
ADDRESS:11400 Blk. Gulf Beach Hwy.
REQUESTED APPEAL: An appeal of a compatibility decision by the Planning Official
REQUESTED BY: David Theriaque, Agent for Teramore Development, LLC and Shu Shurett and Leo Huang, Owners
7. Discussion Items.
8. Old/New Business.
9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, November 15,2017 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.
10. Adjournment.

Board of Adjustment

5. A.

Meeting Date: 10/18/2017

Attachments

Draft August 16, 2017 Board of Adjustment Meeting Minutes

DRAFT

RESUMÉ OF THE MEETING OF THE BOARD OF ADJUSTMENT HELD August 16, 2017

CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:30 A.M. – 9:03 A.M.)

Present: Auby Smith
Bill Stromquist
Walker Wilson
Judy Gund
Michael Godwin

Absent: Frederick J. Gant
Jennifer Rigby

Staff Present: Andrew Holmer, Division Manager, Planning & Zoning
Kayla Meador, Sr Office Assistant
Kristin Hual, Assistant County Attorney

REGULAR BOA AGENDA

1. Call to Order.
2. Swearing in of Staff and acceptance of staff as expert witness
3. Acceptance of the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.

Motion by Vice Chairman Bill Stromquist, Seconded by Board Member Michael Godwin

Motion was made to accept the August 16, 2017, BOA packet.
Vote: 5 - 0 Approved
4. Proof of Publication and waive the reading of the legal advertisement.

Motion by Vice Chairman Bill Stromquist, Seconded by Board Member Michael Godwin

The Clerk provided proof of publication and motion was made to accept.

Vote: 5 - 0 Approved

5. Approval of Resume Minutes.

A. Approval of Minutes for the May 17, 2017, the June 21, 2017, and the August 3, 2017, BOA meeting.

Motion by Vice Chairman Bill Stromquist, Seconded by Board Member Michael Godwin

Motion was made to approve the May 17th, June 21st, and the August 3rd Resume Minutes.

Vote: 5 - 0 Approved

6. **Consideration of the following cases:**

0. **Case No.: V-2017-05**

Address: 2117 Ziglar Road

Request: Variance for Accessory Structure Size of 225 Square Feet

Requested by: Sharon Harrell, Owner

No BOA member acknowledged any ex parte communication regarding this item.

No BOA member acknowledged visiting the site.

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

Motion by Vice Chairman Bill Stromquist, Seconded by Board Member Michael Godwin

Motion was made to disagree with Staff's Findings and approve the Variance request.

Vote: 5 - 0 Approved

7. Discussion Items.

8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, September 20, 2017 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. Adjournment.

Board of Adjustment**6. A.**

Meeting Date: 10/18/2017
CASE: CU-2017-10
APPLICANT: For Dogs of NW FLA, Inc. / Micheal W. Milner, Owner
ADDRESS: 2410 Langley Avenue
PROPERTY REFERENCE NO.: 10-1S-29-3101-027-001
ZONING DISTRICT: HC/LI-NA, Heavy Commercial Light Industrial
FUTURE LAND USE: MU-U, Mixed-Use Urban
OVERLAY DISTRICT: N/A

SUBMISSION DATA:**REQUESTED CONDITIONAL USE:**

The applicant is seeking Conditional Use approval to allow kennels or animal shelters not interior to veterinary clinics in HC/LI-NA zoning.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section: 3-2.11.c.6

(c) Conditional Uses.

(6) Kennels or animal shelters not interior to veterinary clinics.

CRITERIA:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section 2-6.4

CRITERION (a)

General compatibility. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area.

FINDINGS-OF-FACT

The proposed use will be located in an existing building that will be modify for indoor kennels. Within a 500' radius area, staff observed properties with zoning districts MDR and Com. The majority of the parcels within the 500' area are currently being used or listed by the Property Appraiser as Commercial and would be compatible with the existing surrounding uses. The adjacent property to the east is part of the landing zone for Pensacola Regional Airport. Any new development will go through the Site Plan Review Process and must meet all LDC requirements for buffering, setbacks, access, and stormwater as well as other code requirements that may apply.

CRITERION (b)

Facilities and services. Public facilities and services, especially those with adopted levels of service, will be available, will provide adequate capacity to serve the proposed use consistent with capacity requirements.

FINDINGS-OF-FACT

The level of service and adequate capacity to serve the proposed use are available and will be addressed during the Site Plan Review process.

CRITERION (c)

On-site circulation. Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

FINDINGS-OF-FACT

Access to the site can come from North 9th Avenue or Langley Avenue, traffic flow, adequate on-site parking and loading, and emergency vehicle access will be reviewed during the Development Review process. Parking is already existing on site.

CRITERION (d)

Nuisances and hazards. The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

FINDINGS-OF-FACT

The request to allow the animal kennels does not appear to create any unreasonable nuisance, noise, glare, dust, or other hazards for the adjoining properties or other properties in the immediate area. The applicant has stated the proposed modifications to the existing building will include sound proofing.

CRITERION (e)

Solid waste. All on site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

FINDINGS-OF-FACT

Solid waste service is available and currently provided by ECUA.

CRITERION (f)

Screening and buffering. Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

FINDINGS OF FACT:

Screening and buffering requirements will be reviewed during the Site Plan Review

process.

CRITERION (g)

Signs and lighting. All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

FINDINGS OF FACT:

All proposed signage and lighting will be addressed during the Site Plan Review process to comply with Chapter 5, General Development Standards, Article 8 for signage and Article 9.3 for lighting.

CRITERION (h)

Site characteristics. The size, shape, location and topography of the site appear adequate to accommodate the proposed use, including setbacks, intensity, bulk, height, open space and aesthetic considerations.

FINDINGS OF FACT:

The use is in close proximity to major roads and already established commercial business surrounding the parcel to the south, west, and north. To the east and southeast is Pensacola Regional Airport runway which creates a huge natural buffer from any other business or residential properties in the area.

CRITERION (i)

Use requirements. The proposed use complies with any additional conditional use requirements of the applicable zoning district, use, or other provisions of the LDC.

FINDINGS OF FACT:

The proposed Conditional Use is consistent with all other relevant provisions of this Code.

STAFF FINDINGS

Staff recommends that the Board approve the proposed Conditional Use request with the following condition:

The project must meet all conditions imposed through the Site Plan Review process.

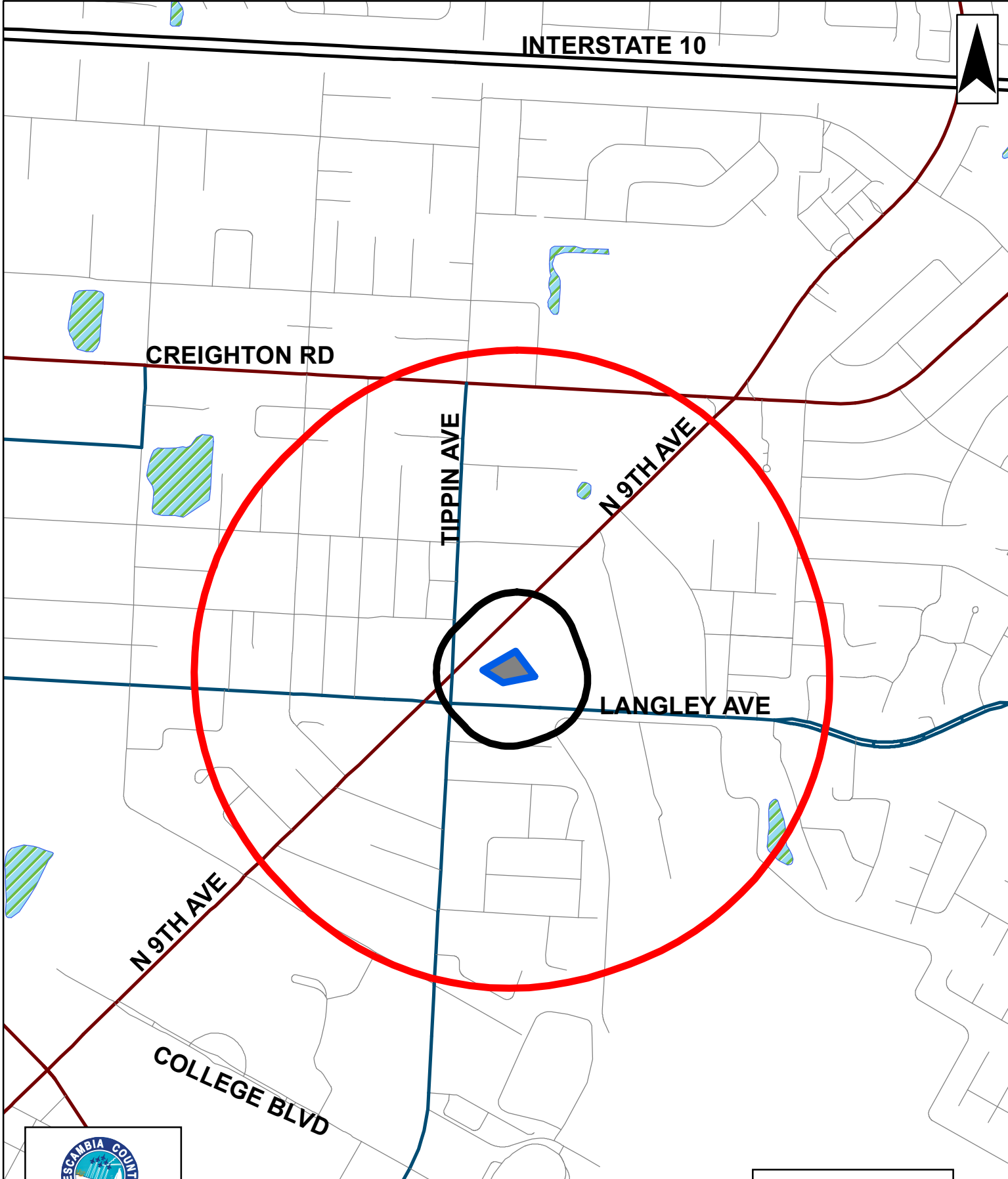
BOA DECISION

BOARD OF ADJUSTMENT FINDINGS

Attachments

CU-2017-10

CU-2017-10



INTERSTATE 10

CREIGHTON RD

TIPPIN AVE

N 9TH AVE

LANGLEY AVE

N 9TH AVE

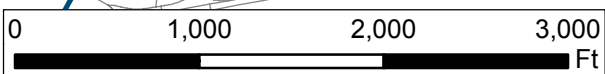
COLLEGE BLVD



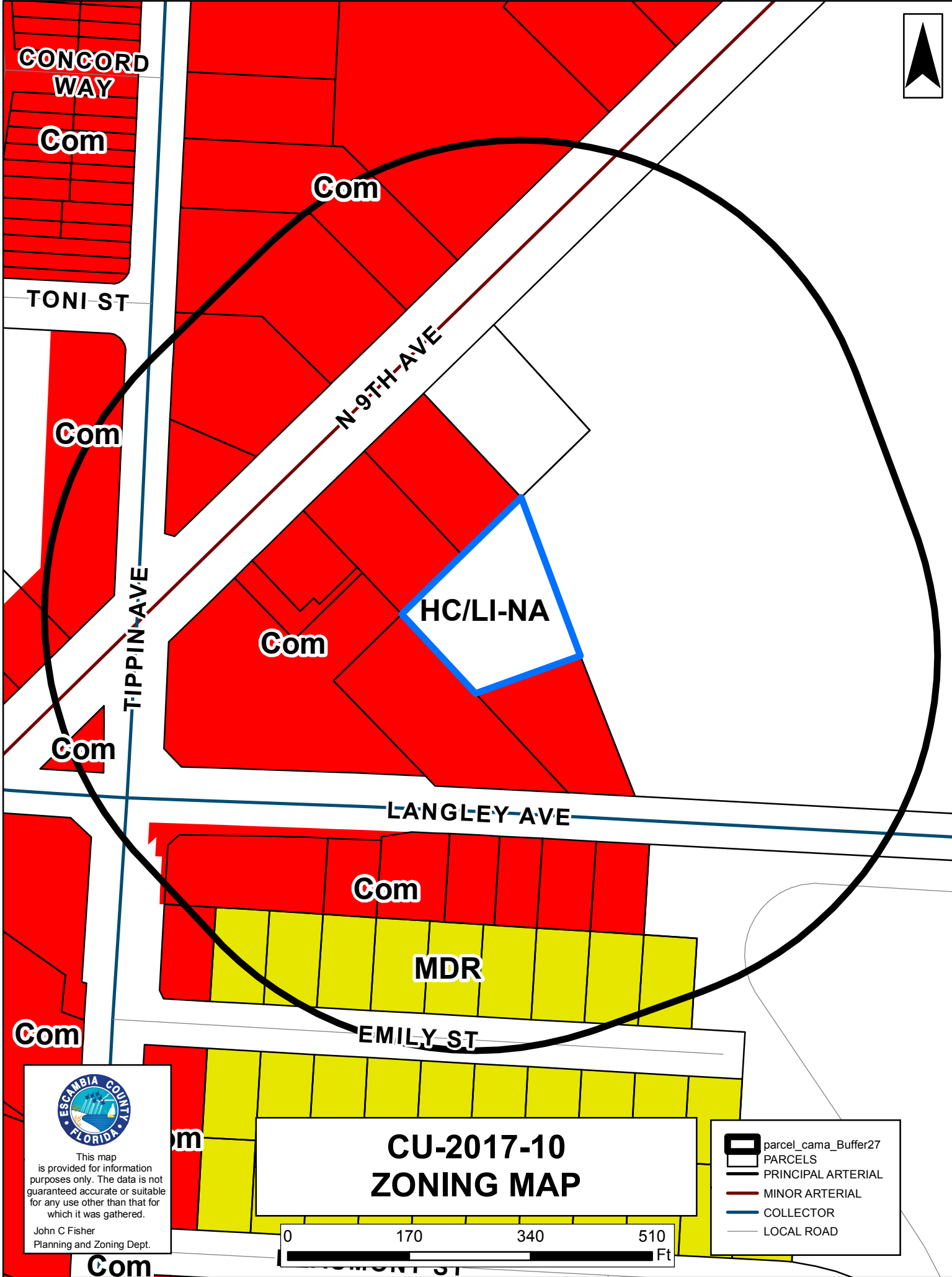
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.


John C Fisher
Planning and Zoning Dept.

CU-2017-10 LOCATION & WETLANDS MAP

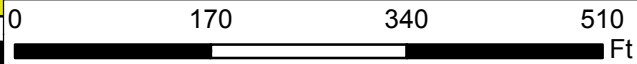








- 2500 FOOT BUFFER
- 500 FOOT BUFFER
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- WETLANDS_2006




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

**CU-2017-10
ZONING MAP**



-  parcel_cama_Buffer27
-  PARCELS
-  PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  COLLECTOR
-  LOCAL ROAD

JOHN CARROLL DR



MU-U

CONCORD WAY

CONCORD WAY

TONI ST

N-9TH AVE

TIPPIN AVE

LANGLEY AVE

EMILY ST



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

John C Fisher
Planning and Zoning Dept.

CU-2017-10
FLU MAP

0 210 420 630
Ft

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



N 9TH AVE

LANGLEY AVE



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

John C Fisher
Planning and Zoning Dept.

CU-2017-10 AERIAL MAP

0 100 200 300
Ft

- PARCELS
 - PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - COLLECTOR
 - LOCAL ROAD
- Escambia_2016_Aerials.ecw
- RGB**
- Red: Red
 - Green: Green
 - Blue: Blue

EMILY ST



PUBLIC HEARING SIGN



Front of Existing Building



Looking Northeast



Looking North





Looking Southwest From Subject Property Parking Lot



Looking South at Langley Ave.



Looking Southeast at Langley Ave.



Looking East at Subject Property



Conditional Use Application

2410 Langley Ave. Pensacola, FL 32504

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Conditional Use Application





Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

Phone: (850) 595-3475 • Fax: (850) 595-3481

<http://myescambia.com/business/ds>

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ BOA Meeting: _____

Condition Use Request for: Indoor Kennels

Variance Request for: _____

1. Contact Information:

A. Property Owner/Applicant: For Dogs of NW FLA, Inc. / Micheal W. Milner

Mailing Address: 11 N Beech Springs Cir, The Woodlands, TX 77389

Business Phone: _____ Cell: 760-216-9675

Email: MWMilner@Gmail.com

B. Authorized Agent (if applicable): _____

Mailing Address: _____

Business Phone: _____ Cell: _____

Email: _____

Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. Property Information:

A. Existing Street Address: 2410 Langley Ave.

Parcel ID (s): 10-1S-29-3101-027-001

B. Total acreage of the subject property: 0.8217

C. Existing Zoning: COM

FLU Category: MU-U

D. Is the subject property developed (if yes, explain): The existing property is developed and has been the sight of a retail store since 1998.

E. Sanitary Sewer: X Septic: _____

3. Amendment Request

- A. Please provide a general description of the proposed request, explaining why it is necessary and/or appropriate.

During our pre-application meeting in May, the staff recommended we apply for a conditional use to allow for indoor kennels. Through the conditional use process described in Chapter 2, the BOA of the BCC as noted, may conditionally allow the following uses within the HD/LI district: (6) Agricultural and related. Kennels or animal shelters not not interior to veterinary clinics.

- B. For Variance Request – Please address *ALL* the following approval conditions for your Variance request. (use supplement sheets as needed)

1. Special conditions and circumstances exist which are peculiar to the land, structure or building and which are not applicable to other lands, structures or buildings in the same zoning district.

2. The special conditions and circumstances do not result from the actions of the applicant.

Last Updated: 01/14/16

3. Granting the variance requested will not confer on the applicant any special privilege that is denied by this land development code to other lands, buildings or structures in the same zoning district.

4. Strict application of the provisions of the land development code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code and would create an unnecessary and undue hardship on the applicant.

5. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

6. The granting of the variance will be consistent with the general intent and purpose of the land development code and that such variance will not be injurious to the area or otherwise detrimental to the public welfare.

C. For Conditional Use Request – Please address *ALL* the following approval

conditions for your Conditional Use request. (use supplement sheets as needed)

1. General compatibility. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area. *If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility, please explain a-e below: a.) The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business b.) The 1000-foot minimum distance is not achieved. c.) The conflicting uses are visible to each other. d.) Any on-premises consumption is outdoors. e.) Any conditions or circumstances mitigate any incompatibility.*

The proposed indoor kennels are compatible with the properties in the area. Since the kennels are indoor, there will be no corresponding increase in sound. The proposed modifications to the existing building will include sound proofing. The property is adjacent to airport property.

2. Facilities and services. Public facilities and services, especially those with adopted levels of service, will be available, will provide adequate capacity to serve the proposed use consistent with capacity requirements.

The indoor kennels are a key component of our proposed services, and this special use is consistent with providing these services.

3. On-site circulation. Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

This special use request will not impact the on-site circulation, as the kennels are indoor. _

4. Nuisances and hazards. The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

This special use request will not create additional nuisances and hazards, as the kennels are indoor. _

5. Solid waste. All on-site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

This special use request will not impact the solid waste container or it's location. In fact, our design will include four Powerloo floor installed dog toilets, where solid waste will be disposed of via the sewer system. Therefore, there will be no odor or nuisance impact. _

6. Screening and buffering. Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

This special use request will not require special screening and buffering, as the kennels are indoor. _

7. **Signs and lighting.** All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

This special use request will not impact the signs and lighting, as the kennels are indoor.

Our signs and exterior lighting will conform to county specifications.

4. **Please complete the following form (if applicable): Affidavit of Owner/Limited Power of Attorney**

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at _____

_____, Florida, property reference number(s) _____

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

Agent Name: _____ Email: _____

Address: _____ Phone: _____

Signature of Property Owner

Printed Name of Property Owner

Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____.

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

Signature of Notary

Printed Name of Notary

(Notary Seal)

5. Submittal Requirements

- A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.
- B. X Application Fees: To view fees visit the website: <http://myescambia.com/business/board-adjustment> or contact us at 595-3448

Note: Fees include all notices and advertisements required for the public hearing and a \$5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

- C. X Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) AND a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)
- D. N/A Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LNC.)
- E. N/A Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrence Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

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

[Signature]
Signature of Owner/Agent

Michael W. Mowse
Printed Name Owner/Agent

7/30/17
Date

Signature of Owner

Printed Name of Owner

Date

STATE OF Texas COUNTY OF Montgomery the foregoing instrument was acknowledged before me this 7th day of July, 2017, by Michael W. Mowse

Personally Known - OR Produced Identification. Type of Identification Produced: TX DL 34962684

[Signature]
Signature of Notary

Lisa C. Brown
Printed Name of Notary



Appendix A – Camp Bow Wow of Pensacola

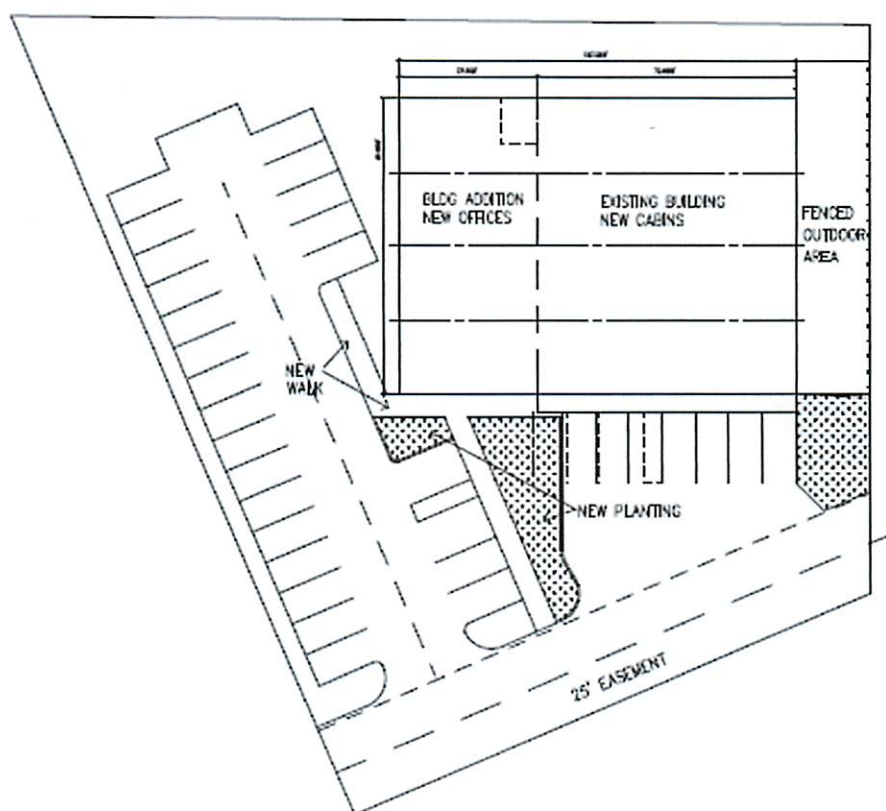
For Dogs of NW Fla, Inc. (For Dogs) desires to open a Camp Bow Wow franchise in Pensacola at 2410 Langley Ave. Camp Bow Wow is an upscale, premier facility providing grooming, training, boarding and daycare for dog owners located in Pensacola and the metropolitan area. Camp Bow Wow was founded in 2001 in Colorado and has nearly 140 franchise locations, and is the largest pet care service provider in the United States.

After an extensive search, For Dogs negotiated a purchase contract for the property located at 2410 Langley Ave. The existing owners operated a very successful retail store at this location since the early 1990's, Water World Tropical Fish & Supplies. The existing 5,600 sq. ft. building will be extended, and the existing site will be reconditioned to remove existing asphalt, yielding a net reduction in the impervious area. The property is bound on the northeast by airport property.

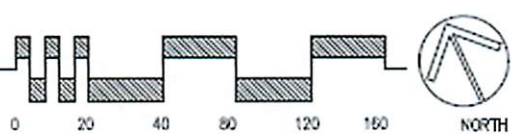
For Dogs and their contractors met with zoning staff on May 31st of this year as part of the pre-application process. Several comments were received, as well as clarifications as to the nature of the proposed business and site plan. The staff recommended that a change in zoning would be required to allow the utilization of kennels in the interior of the structure. The existing building is zoned COM, and the staff recommended HC/LI with a special use certificate which would facilitate the indoor kennels. Although there are several similar businesses in the county operating with the COM zoning, the staff indicated the change to HC/LI would be consistent with the comprehensive plan for Escambia County.

The contractual closing date for the purchase of the property is July 17, 2017. This application is submitted in For Dogs name, although at the time of submission, the property is still owned by the sellers. The contract for sale is attached in Appendix B of this document. Since this rezoning request will be heard at the August session, For Dogs has submitted paperwork and application fees as the owners of the property.

The following figure is the proposed site plan for this location.



SITE DEVELOPMENT PLAN



Appendix B – Contract for sale of property

DocuSign Envelope ID: AF44458B-52C5-433D-8552-65E9FD4138D8
DocuSign Envelope ID: 2BACF4F9-A015-4D12-B44D-CC-EE37D332



COMMERCIAL SALES CONTRACT

1. PURCHASE AND SALE: FOR DOGS OF NW FLA INC photo missing ("Buyer")

agrees to buy and WATER WORLD TROPICAL FISH & SUPPLIES INC ("Seller")

agrees to sell the property described as: Street Address: 2410 Langley Ave, Pensacola, Florida 32504

Parcel ID: 1015253101027001

Legal Description:

38G AT SWLY COR OF LT 2 BLK A ARE S/D PB 1 P 82 S 47 DEG 28 MIN 0 SEC E ALG LI
DIVIDING LTS 1 & 2 OF BLK A 200 FT FOR POB CONT S 47 DEG 28 MIN 0 SEC E 152 FT N 66 DEG
08 MIN 46 SEC E 153 90/100 FT N 25 DEG 51 MIN 14 SEC W 233 64/100 FT S 42 DEG 25 MIN 43 SEC
W 234 60/100 FT TO POB OR 3673 P 444

and the following Personal Property: NA

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

2. TERMS AND PURCHASE PRICE:

• Earnest Money Deposit held in Escrow \$

Due within 3 days of full acceptance \$ 5,000

Mortgage to be Applied For \$

Deferred Payments to Seller \$

Cash on Closing \$ 275,300

Full Purchase Price \$ 280,300

3. THIRD PARTY FINANCING: Within 2 days from Effective Date ("Application Period"), Buyer will if Buyer 3/15/2017
expressly apply for third party financing in the amount of \$ % of the purchase price to be amortized
over a period of years and one in no less than years and with a fixed interest rate not to exceed
☐ % per year or variable interest rate not to exceed % at origination with a lifetime cap not to exceed
 % from initial rate, with additional terms as follows. Buyer will pay for the mortgage title insurance policy and for
all loan expenses. Buyer will timely provide any and all credit, employment, financial and other information reasonably
required by any lender. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. If
Buyer, after diligent effort, fails to obtain a written commitment within 60 days from Effective Date ("Financing
Period"), Buyer may cancel this Contract by giving prompt notice to Seller and Buyer's deposit(s) will be returned to
Buyer in accordance with Paragraph 9.

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

provided there exists no violation of the foregoing and none of them prevents Buyer's intended use of the
Property as dog boarding and services

Page 1 of 3

Initials: Seller

Buyer
Form No. 2-1077-01-1

3/16/2017
3/16/2017
(e) Evidence of Title: Seller will, at (check one) ☒ Seller's expense and within 10 days from effective Date ☐ prior to Closing Date ☐ from date Buyer makes or waives financing contingency in Paragraph 3, deliver to Buyer (check one)
☒ a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above.
☐ an abstract of title prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a basis for reinsurance of coverage. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recorded in the prior policy and in the update.

(b) Title Examination: Buyer will, within 10 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice ("Cure Period"). If the defects are cured within the Cure Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract charges and title examination.

(c) Survey: (check applicable provisions below)

Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to the transaction: _____ prepared for Seller or in Seller's possession, which show all currently existing encumbrances.

☒ Buyer ☐ Seller will, at ☒ Buyer's ☐ Seller's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing encroachments. Such encroachments will constitute a title defect to be cured within the Cure Period.

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

(e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

5. CLOSING DATE AND PROCEDURE: This transaction will be closed in Escambia County, Florida on or before the _____ or within 120 days from Effective Date ("Closing Date"), unless otherwise extended herein. ☐ Seller ☒ Buyer will designate the closing agent. Buyer and Seller will, within 10 days from Effective Date, deliver to escrow agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day, and closing procedures will control over any contrary provisions of this Contract.

(a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrances at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender occupancy letters, assignments of partnership interests, corrective instruments and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an escoppel letter, Seller will certify that information regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements and financing statements.

(c) **Taxes, Assessments, and Prorations** The following items will be made current and prorated As of Closing Date as of : real estate taxes, bond and assessment payments assumed by Buyer, interest, rate, association dues, insurance premiums acceptable to Buyer, operational expenses and .

If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Seller is aware of the following assessments affecting or potentially affecting the Property: . Buyer will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is substantially completed as of Closing Date, in which case Seller will be obligated to pay the entire assessment.

(d) **FIRPTA Tax Withholding**: The Foreign Investment in Real Property Act ("FIRPTA") requires Buyer to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if Seller is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provision of FIRPTA, and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and Buyer does not have cash sufficient at closing to meet the withholding requirement, Seller will provide the necessary funds and Buyer will provide proof to Seller that such funds were properly remitted to the I.R.S.

6. **ESCROW**: Buyer and Seller authorize William H. Mitchum Telephone: 850-469-2514
Email: will@BEGGSBLANE.COM Address: 501 E. Commenenda Street, Pensacola, FL 32502
to act as escrow agent, to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non-interest bearing escrow account. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or (b) issuance of a court order or decision of a arbitrator determining the parties' rights regarding the escrow or (c) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for funds previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorney's fees and costs at all levels with such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to Buyer or Seller of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

7. **PROPERTY CONDITION**: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranty other than marketability of title. By accepting the Property "as is," Buyer waives all claims against Seller for any defects in the property (Check a box):

☐ (a) As is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ (b) Due Diligence Period: Buyer will, at Buyer's expense and within 30 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended use and development of the Property as described in Paragraph 4. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architecture, environmental properties, zoning and zoning restrictions, flood zone designation and restrictions, subdivision regulations, soil and grade availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses, compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; franchisor approval; and other inspections that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and development. Buyer shall deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk.

Page 3 of 6

Initials: Seller

Buyer:
(Print Name, Signature)

Buyer shall indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer shall repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of inspections, and (2) Buyer shall, at Buyer's expense, release to Seller all reports and other work generated as a result of the inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit shall be immediately returned to Buyer and this Contract terminated.

(c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

(d) Disclosures:

I. Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

II. Energy Efficiency: Buyer may have determined the energy efficiency rating of the building, if any, located on the Real Property.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☐ only with Buyer's consent ☐ without Buyer's consent.

9. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida laws and regulations.

10. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than a failure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit or (2) seek specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposits, paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims upon which this Contract will terminate or (2) seek specific performance. If Seller retains the deposit, Seller will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee.

11. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorney's fees, costs and expenses.

12. BROKERS: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Listing Broker: Corradi & Manzo, who is an agent of ☐ Buyer ☒ Seller ☐ Transaction Broker ☐ Neither Party and who will be compensated by ☐ Seller ☐ Buyer ☐ Both Parties pursuant to a listing agreement. Other, specify: _____

(b) Cooperating Broker: Yard & Shumway, who is an agent of ☒ Buyer ☐ Seller ☐ Transaction Broker ☐ Neither Party and who will be compensated by ☐ Seller ☐ Buyer ☐ Both Parties pursuant to a listing agreement. Other, specify: Per Gulf Coast MLS. Collectively referred to as "Brokers"

Page 4 of 6

Initials: Seller [Signature]

Buyer [Signature]
Date: 12/12/2024

in connection with any soliciting to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person arising from (1) compensation claimed which is in excess of, with the representation in this Paragraph (2) enforcement action to collect a brokerage fee pursuant to Paragraph (1) (3) any duty imposed by broker at the request of Buyer or Seller, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of Buyer or Seller.

12. **ASSIGNABILITY; PERSONS BOUND:** This contract ☐ is not assignable ☒ is assignable. The terms "Buyer", "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

14. **AT SUCH TIME** as this transaction is closed, additional sums may be demanded from the Buyer and Seller in the form of closing costs. Listed below are the major closing cost items ordinarily found in a transaction and unless otherwise specified in the contract, and checked are those items each party agrees to pay.

	Buyer	Seller	Buyer	Seller	Buyer	Seller
Attorney Fees		Requesting Party Survey	X	Professional Fees		X
Owners Title Ins	1/2	1/2 Doc Stamps 1/2	X	Credit Report	X	
Mortgagee's Title Ins	X	Doc Stamps Deed		X Tax Service Fee	X	
Recording Fee	X	Appraised Fee	X	Hazard Insurance	X	

3/16/2017

15. **MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, comments, notations in the Contract, or changes in and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms first set in or attached to this Contract prevail over preprinted terms. If any provision of the Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any written notice to any party's agent will be deemed delivery to that party.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

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Initials: Seller

Buyer
Caleb M. MONTGOMERY

DEPOSIT RECEIPT: Deposit of \$ _____ by ☐ check ☐ cash _____ received on _____ by _____

OFFER: Buyer offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by Seller and a signed copy delivered to Buyer or Buyer's agent no later than _____ a.m./p.m. on _____ 2017, Buyer may revoke this offer and receive a refund of all deposits.

Date: 3/17/2017
Buyer: ENRIQUE J. B. B. B. Tax ID No. _____
Title: BUYER Telephone: _____ Facsimile: _____

Date: _____ BUYER: _____ Tax ID No. _____
Title: _____ Telephone: _____ Facsimile: _____

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

Date: 3/17/2017 SELLER: [Signature] Tax ID No. _____
Title: _____ Telephone: _____ Facsimile: _____

Date: _____ SELLER: _____ Tax ID No. _____
Title: _____ Telephone: _____ Facsimile: _____

Page 6 of 8

Initials: Seller [Signature]

Buyer: [Signature]
Date: 3/17/2017

Appendix C - Survey

Appendix D - Current Property Tax Information



Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com

Facebook.com/ECTaxCollector

Twitter.com/escambiatc



SCAN TO PAY ONLINE

2016 Paid Real Estate

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
01-1767-700	06		1015293101027001

WATER WORLD TROPICAL FISH &
SUPPLIES INC
2410 LANGLEY AVE
PENSACOLA, FL 32504

PROPERTY ADDRESS:
2410 LANGLEY AVE

EXEMPTIONS:

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	329,844	0	329,844	2,182.41
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2100	329,844	0	329,844	728.96
BY STATE LAW	4.6660	329,844	0	329,844	1,539.05
WATER MANAGEMENT	0.0366	329,844	0	329,844	12.07
SHERIFF	0.6850	329,844	0	329,844	225.94
M.S.T.U. LIBRARY	0.3590	329,844	0	329,844	118.41
TOTAL MILLAGE		14.5731	AD VALOREM TAXES		\$4,806.84
LEGAL DESCRIPTION		NON-AD VALOREM ASSESSMENTS			
BEG AT SWLY COR OF LT 2 BLK A ABB S/D PB 1 P 82 S 47 DEG 28 MIN 0 SEC E ALG LID See Additional Legal on Tax Roll		TAXING AUTHORITY	RATE	AMOUNT	
		FP FIRE PROTECTION		239.33	
		FOR QUESTIONS ON THIS SECTION ONLY, CALL (850) 595-4960			
		NON-AD VALOREM ASSESSMENTS			
		\$239.33			
Pay online at EscambiaTaxCollector.com		COMBINED TAXES AND ASSESSMENTS			
Payments must be in U.S. funds drawn from a U.S. bank		\$5,046.17			
If Paid By	Nov 30, 2016				
Please Pay	\$0.00				

RETAIN FOR YOUR RECORDS

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

2016 Paid Real Estate

ACCOUNT NUMBER
01-1767-700
PROPERTY ADDRESS
2410 LANGLEY AVE

WATER WORLD TROPICAL FISH &
SUPPLIES INC
2410 LANGLEY AVE
PENSACOLA, FL 32504

Make checks payable to:
Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591
Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Nov 30, 2016
	0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

Paid By
Paid 11/17/2016 Receipt # 189-16-00264121 \$4,844.32 Effective Date 11/15/2016

Appendix E - Camp Bow Wow Franchise Information

North America's Largest Pet Care Franchise



CAMP
BOW WOW

About Camp Bow Wow

- **Camp Bow Wow®** was successfully developed to provide a fun, safe, and upscale environment for dogs to play, romp, and receive lots of love and attention! Dubbed the “Land of Happy Dogs”, we provide all the services a dog owner could need – day care, indoor overnight boarding, grooming and training! We were the first and largest Dog Day Care and Boarding Franchise in the United States and are extremely proud of being a business that makes dogs and their guardians everywhere “Happy Healthy Pets, Happy Healthy People ”on a day to day basis!
- In just 16 years, Camp Bow Wow has grown to include over 135 locations across North America, becoming a \$100+ million business. The company was recently ranked #1 in category in *Entrepreneur’s Franchise 500* list in 2016 again and for the fifth year in a row named to the *INC* magazine 5000 list of America’s fastest growing private companies.
- The Camp concept provides the highest level of safety, fun and service for dogs and peace of mind for their parents. Campers (dogs) get to romp together in a monitored open-play environment and pricing is all-inclusive.

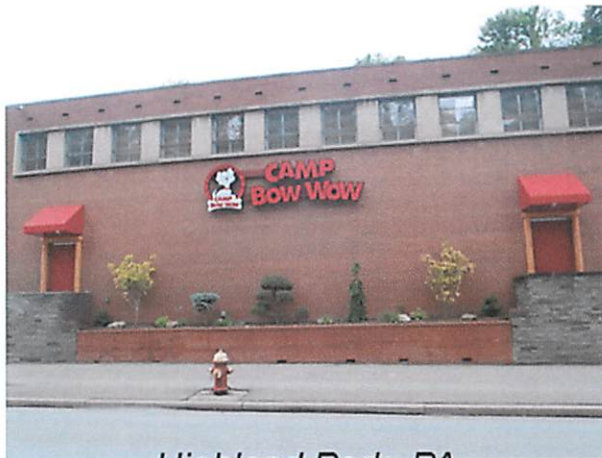


Strong Brand Recognition

- 135+ Camp Locations Across North America!
- Over 600,000 clients system wide!
- Over 3 Million Dogs cared for in 2015!



Camp Exterior & Signage



Highland Park, PA



Portland, ME



Bentonville, AR



Tucson, AZ

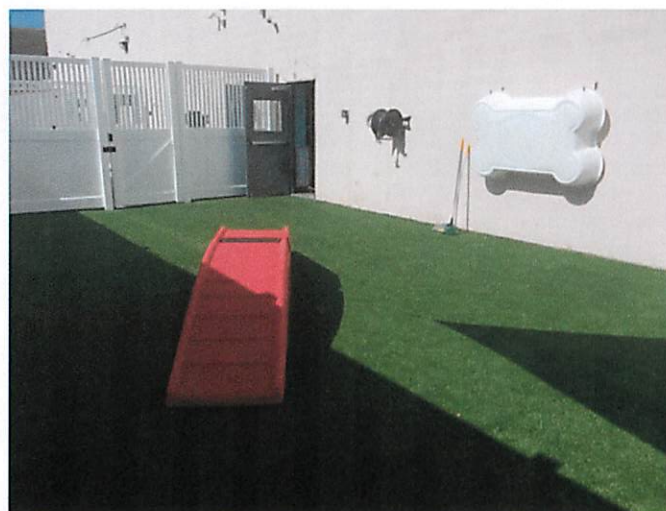
Camp Lobby Pictures



Premier Indoor Boarding Accommodations

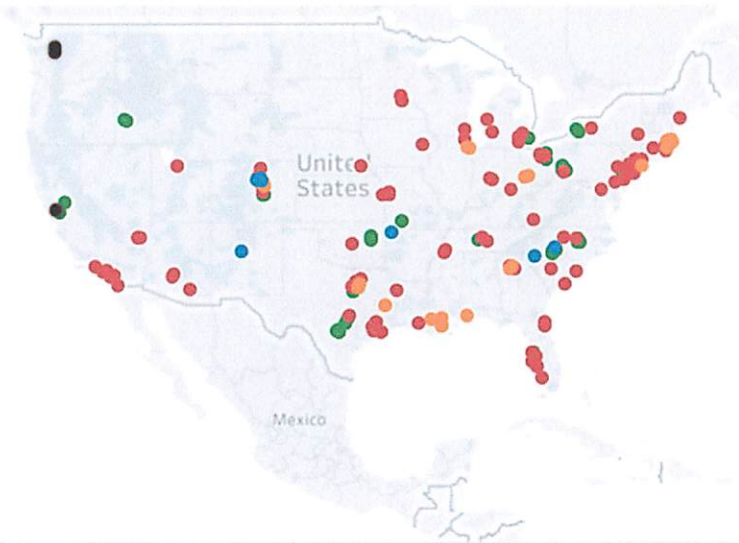


Indoor & Outdoor Play Areas



Growth & Franchisee Base

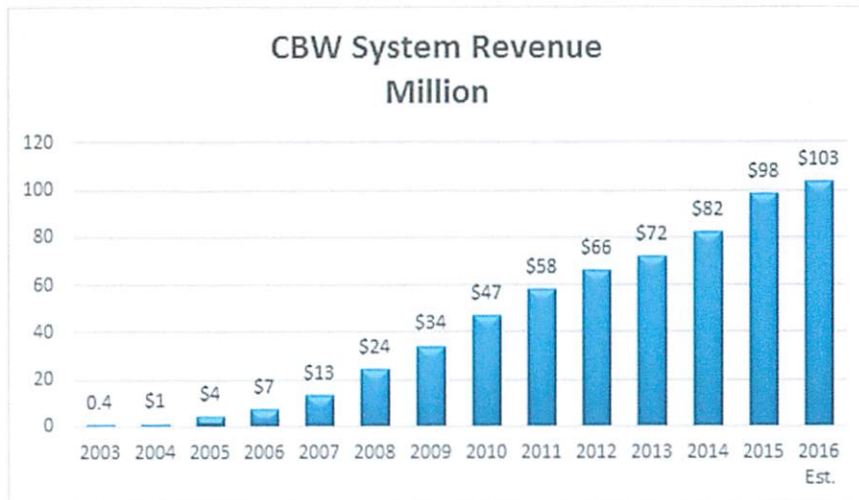
Camp Bow Wow has sold more than 200 franchises in 39 states, plus one in Canada, over 41% being women-owned. As Camp Bow Wow grows, our simple philosophy remains the same: It's all about the Pets!



Multiunit Y/N
■ Corporate
■ Development Multi
■ NO
■ YES



The Pet Industry: Why Camp Bow Wow is in High Demand



65% of U.S. households own a pet, which equates to 79.7 million homes! (per 2015-2016 APPA National Pet Owners Survey)

Pet Industry (per American Pet Products Assoc. & IBIS World Reports)

- 2015 Estimate \$60 B
- Grooming & Boarding Services \$6 B
- Growth Trend 5% YOY

Camp Bow Wow (per 2016 FDD)

- 2015 \$94 M
- Camp Growth 13% YOY



Our Parent Company: VCA Animal Hospitals

- \$6+ Billion Publicly Traded Company est. 1986
- Leading provider of free-standing vet hospitals
 - 772+ Hospitals– 692 in 43 U.S. states, 80 in five (5) Canadian provinces
 - Over 3,300 doctors
 - 20,000+ employees
 - Over 2.0 million clients
 - Over 2.7 million pets
 - Over 8.3 million annual pet visits
- Leading provider of specialty medicine
- Leading provider of animal lab diagnostics
- Leading provider of veterinary medical equipment
- Leading provider of post-grad vet training



ANTECH
DIAGNOSTICS



SOUND
A VCA COMPANY



Why Our Customers Choose Camp Bow Wow!

- Highest Standard of Safety
 - Proven Camper Interview Process
 - Trained Certified Camp Counselors®
- Where a Dog Can Be a Dog®
 - All Day Play Environment
 - Indoor and Outdoor Play Yards
 - Monitored Play Yards= Love & Affection
- Premier Facilities
 - Camp Feel and Décor
 - Cabins with Comfy Cots and Cozy Fleecees
 - High definition Camper CamsSM
- Consumer Friendly!
 - Great Customer Service
 - One Price Service – No Add-On's
 - Dog Training, In Home Pet Care and Grooming
- Allows them to be responsible pet owners!



Why Communities Welcome Camp Bow Wow!

Although a national franchise each of our Camp franchises are individually owned and operated and deeply embedded in their local communities

- Camps provide increased revenue for the local community and stimulate economic growth
- Camps provide entry and management level job opportunities for residents
- Camps provide needed services which keeps pups happy and healthy and out of trouble
- Camps give back to their local communities in many ways:
 - One way is through our 501c3 non-profit Bow Wow Buddies Foundation which offers medical grants to pet parents or shelters for medical expenses.
 - We also have many other programs that franchise owners offer to their communities such as dog bite prevention education for children, our scouts angel therapy dog program to provide comfort to those in need and our Behavior Buddies certified dog trainers work with clients as well as shelters and rescues in communities to better train pet owners and their pets to be good two legged and four legged citizens.



How we will work with the Pet Community?

- Grand Opening Adoption Event!
- In-Camp Foster Dog Program, providing training, socialization and exposure on our website to find fur-ever homes.
- Yappy Hours, and customer appreciation events to raise money for local pet charities.
- Work with local shelters/rescues to provide training at their facility.
- Educate at local child venues on Dog Bite Prevention.
- VIP discount for our local public service providers (Police and Fire, and military).



Local Educational Media Pet Safety Tips for Local Camp Communities

Dog Bite Prevention

Pet Disaster Plan

Keeping Pets Safe in the Summer Heat

Helping Kids Overcome their Fear of Dogs

Promoting Local Pets up for Adoption

Choosing the Right Puppy for Your Family

Pet Obesity



General Camp Operations Information

- Camp staff is on site from 7:00 AM to 7:00 PM. One staff member per 25 dogs minimum. Minimum 2 Certified Camp Counselors® on site during business hours.
- Day Camp is offered weekdays (many locations offer weekend Day Camp). Other services offered: overnight boarding, training, grooming, retail for purchase (pet related supplies).
- Boarding Campers are housed in individual indoor secured cabins overnight. CBW does not have indoor/outdoor runs and all overnight boarding is within the enclosed building.
- The video cameras (Camper Cams) are available to the public during open hours, but they are on 24 hours a day. They can be accessed via the web or mobile phone apps.
- All facilities have fire and security systems connected directly to the fire and police departments for monitoring. The temperature is climate controlled and maintained at a constant 64-78 degrees year round.
- The outdoor play area is used sporadically for relief and fresh air. Staff is present at all times when dogs are outside. Staff are trained to utilize specific dog training methods to keep noise to a minimum. Dogs bark when they are bored and left alone. This is not the case at Camp.
- Dog waste is immediately and continually cleaned up as it occurs and disposed via local municipality approved methods.



Safety First at Camp Bow Wow

- CBW provides the safest dog daycare and boarding experience for our Campers. Every area in Camp is designed to maintain a safe environment for our Campers and staff to prevent injury or illness. Once the dogs are behind the check in area in our lobby the Camper has little potential for escape.
- All of our staff must pass our Certified Camp Counselor® training and also be pet first aid and CPR trained. Campers are never left unsupervised when together in our open play environment.
- All of our Camps have two emergency veterinary hospitals relationships secured so that in the event of an injury or health issue a Camper can immediately be seen and treated.
- All of our Camps work with their local jurisdiction to create emergency evacuation protocols in the event the building must be evacuated short or long term. Our staff is trained on how to implement these protocols following CBW operations standards.
- All of our Camps adhere to our proven cleaning and maintenance processes to ensure a clean and safe environment for staff and Campers. Every surface in Camp is cleaned daily with our hospital grade environmentally safe cleaning products.
- All of our Camps maintain appropriate coverage for business, building and incident insurance complying with federal, state and local law as well as our franchise requirements.



Noise Concerns?

- Barking is not a major issue as our staff are well trained and constantly monitor the dogs inside and outside. We can use a myriad of indoor and outdoor soundproofing materials depending on the Camp design and sound impact anticipated at the location.
- Campers mainly spend their time inside taking brief breaks outside when they need to relieve themselves. With a pack mentality, Campers tend to follow the Counselors (they are the alpha) in the yards making controlling indoor and outdoor egress with the dogs easier.
- Our Certified Camp Counselors® utilize pack management and individual behavior training techniques to keep barking at an absolute minimum. If necessary, overly disruptive Campers will be placed in a cabin for a time out or the guardian will be called to pick them up.
- The outside break yard is constructed with solid vinyl fencing to act as a noise buffer. Fence height is a mandatory 8 feet to insure dog and neighborhood safety.
- The yard is situated at each site on the back or side of the property away from any residential properties, using the building as a buffer.



Waste or Smell Concerns?

- We utilize specialized bio-degradable cleaners and disinfectants – the same that are used in hospitals, child care centers, and gyms. These products keep our facilities (indoor and out) smelling fresh and clean year round.
- CBW provides all franchisees a set daily cleaning schedule. Franchisor site visits occur year round and regular web camera evaluations are conducted to ensure proper maintenance of CBW facilities and that brand standards are being followed. Secret shopper programs are also used for additional review.
- We target a very upscale clientele that requires our facilities are kept spotless.
- The Camp Bow Wow® waste removal routine includes constant play area patrol so that waste is picked up and deposited in a galvanized steel trash can with lid and a 3 mil trash can liner. The liner is removed, sealed and deposited in the facility dumpster daily as needed. A typical CBW produces approximately the equivalent to one large lawn/leaf garbage bag of waste per day. Dumpster pick-up is scheduled for once to twice a week.



Drainage Concerns?

- In our facilities we never spray anything down to clean it – we use a light foaming device along with mops and squeegees to clean our facilities.
- We also use a professional auto-scrubber to clean the floors which intakes any excess water into the machine, minimizing water consumption as well as maximizing cleanliness.
- When cleaning the yards daily, the amount of water used is the equivalent to a 5 minute human shower.
- Our disinfectants are pet safe and environmentally friendly and do not require rinsing.



Traffic or Parking Concerns?

The services of Camp Bow Wow attract high end customers that are in a hurry and on their way to and from work or travel. Camp Bow Wow operates efficiently so that the dog drop off and pick up is quick and easy for our clients:

- Pre-Purchased Day Camp Packages keep front lobby transactions short. Customers are able to drop off or pick up quickly without having to make a payment each time. This keeps the average drop/off and pick up time to 5 minutes or less.
- We do not have typical parking needs of retail businesses since our pick up and drop off for services are quick transactions.
 - On average we require 10-15 parking spaces minimum to accommodate client and employee parking.



Our Mission Statement

Camp Bow Wow® is the premier provider of innovative, healthy, and happy pet care worldwide while lending a paw to animals in need!



Our Vision Statement

Happy Healthy Pets, Happy Healthy People



Board of Adjustment**6. B.**

Meeting Date: 10/18/2017
CASE: V-2017-07
APPLICANT: Austin S. Horst, Owner
ADDRESS: 1929 Winners Circle
PROPERTY REFERENCE NO.: 27-1N-31-0350-004-002
ZONING DISTRICT: MDR, Medium Density Residential district
FUTURE LAND USE: MU-S, Mixed-Use Suburban

SUBMISSION DATA:**REQUESTED VARIANCE:**

The applicant is requesting a variance of 42 inches, (3.5 feet), to the accessory structure setback minimum 5 feet requirement in the Land Development Code.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section: 2-6.3

CRITERIA

Land Development Code of Escambia County, Florida (Ordinance No. 96-3 as amended), Section 6.05.05.F.5

CRITERION (1)

Special conditions and circumstances exist which are peculiar to the land, structure or building and which are not applicable to other lands, structures or buildings in the same zoning district.

FINDINGS-OF-FACT

Based on staff's analysis of an aerial photograph, the subject parcel is not shaped as the majority of other parcels within the subdivision, as a result of pre-existing easements and topography. Review of available topographical map for the area reflects a four feet elevation difference between the parcel's frontage at Winner's Circle and the back of the parcel where the fence is located. The applicant did state that his intent was to prevent any type of injuries due to the backyard grade.

CRITERION (2)

The special conditions and circumstances do not result from the actions of the applicant.

FINDINGS-OF-FACT

The shape of the parcel and the inclination angle of the yard do not result from actions of the applicant.

CRITERION (3)

Granting the variance requested will not confer on the applicant any special privilege that is denied by this land development code to other lands, buildings or structures in the same zoning district.

FINDINGS-OF-FACT

The LDC does provide allowances for requesting of a variance to all property owners in Escambia County, regardless of zoning district. Granting of the variance would not confer on the applicant any special privileges.

CRITERION (4)

Strict application of the provisions of the land development code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code and would create an unnecessary and undue hardship on the applicant..

FINDINGS-OF-FACT

The approved subdivision plat provides for the construction of a single-family residence. Strict application of the provisions of the LDC would not deprive the applicant of rights commonly enjoyed by other properties. Based on the application, the owner built the deck to address safety concerns within his property.

CRITERION (5)

The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure .

FINDINGS-OF-FACT

The variance granted is not the minimum variance that will make possible the reasonable use of the land, building or structure. The lot was designed and approved for a single-family residence. The applicant stated that his yard use is diminished by the existing topography, resulting in a safety concern around the pool.

CRITERION (6)

The granting of the variance will be consistent with the general intent and purpose of the land development code and that such variance will not be injurious to the area or otherwise detrimental to the public welfare.

FINDING OF FACT:

The granting of the variance would not be consistent with the general intent and purpose of the LDC. Based on documentation provided by the applicant there is a ten foot drainage easement on the back of his property; although this appears to be a natural drainage easement based on general topography to aid on the overall subdivision natural flow of storm water, staff is unable to determine if the existing deck would have any detrimental impact in the subject parcel or surrounding parcels, as it relates to the overall storm water drainage process.

STAFF RECOMMENDATION

The applicant did not properly address criteria 4, 5 and 6, therefore, staff recommends that the BOA does not grant the variance as requested.

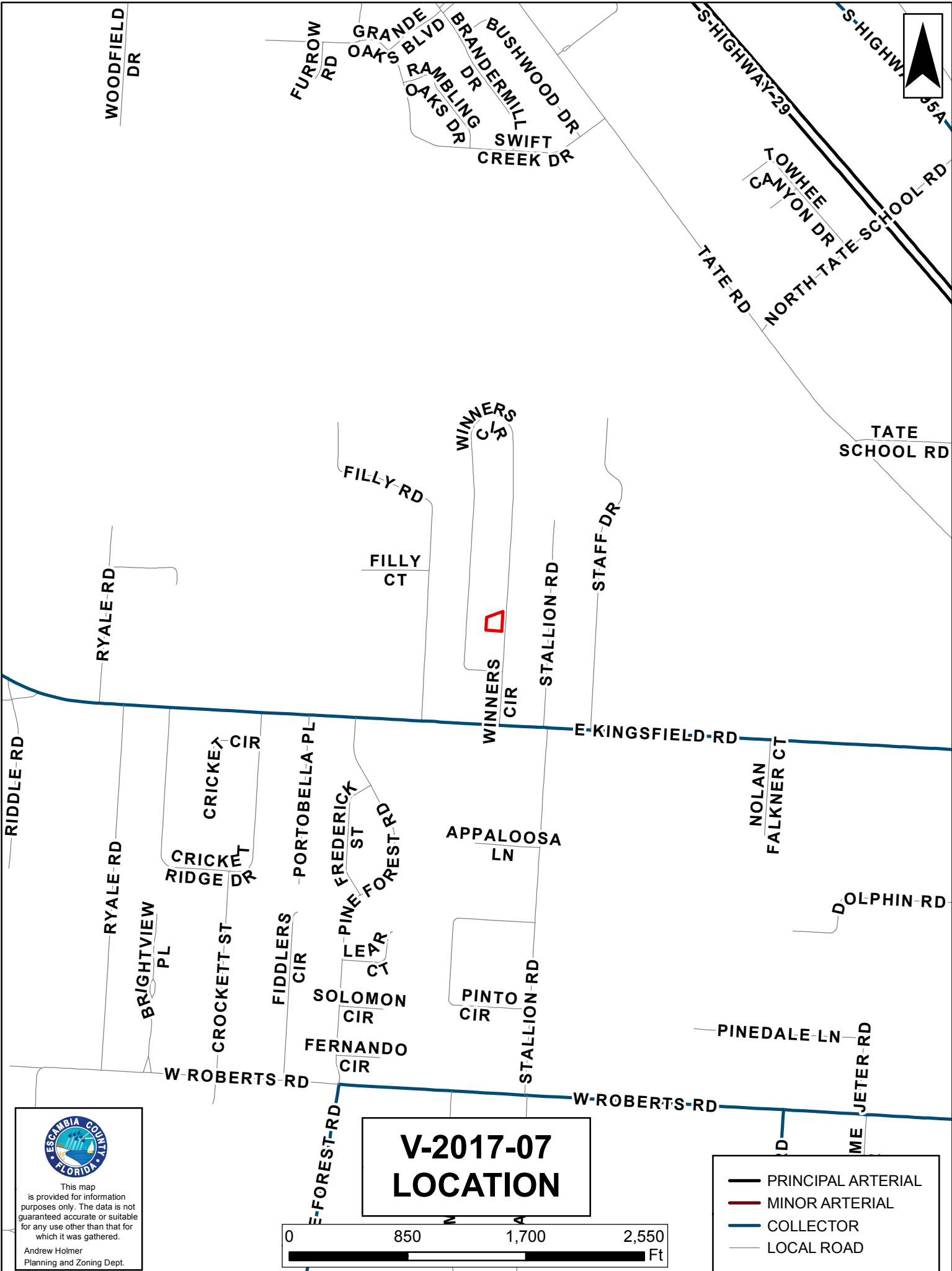
BOA DECISION

BOARD OF ADJUSTMENT FINDINGS:

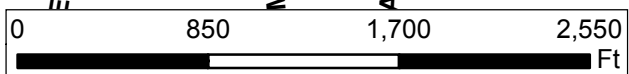
Attachments

V-2017-07


V-2017-07



**V-2017-07
LOCATION**



- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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

Andrew Holmer
Planning and Zoning Dept.



MDR

MDR

WINNERS CIR

LDR

WINNERS CIR

V-2017-07 ZONING

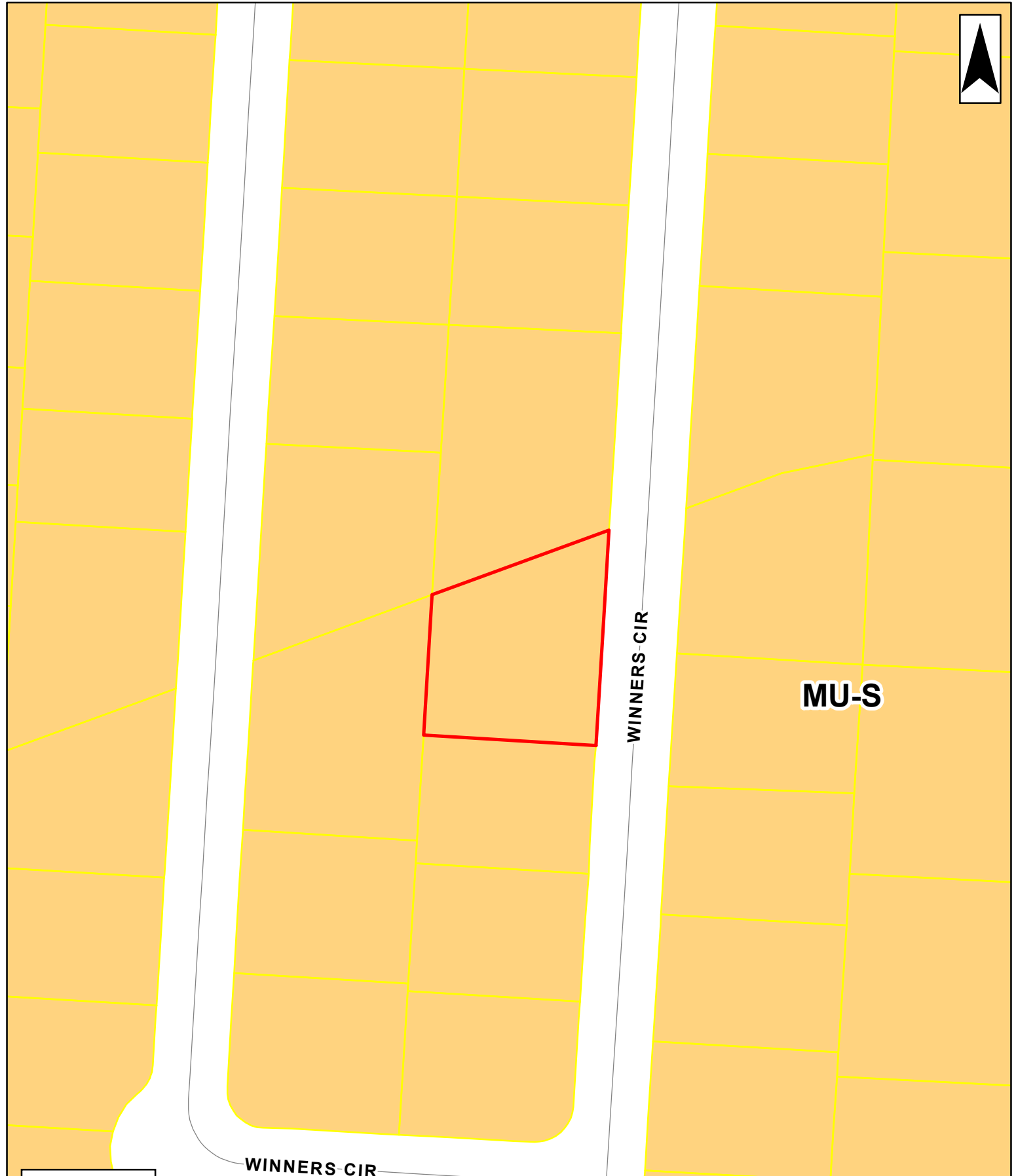
0 80 160 240 Ft

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



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Andrew Holmer
Planning and Zoning Dept.

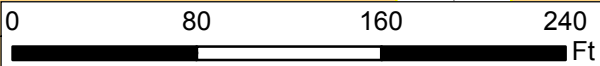


MU-S

WINNERS CIR

WINNERS CIR

**V-2017-07
FLU**



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



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Andrew Holmer
Planning and Zoning Dept.



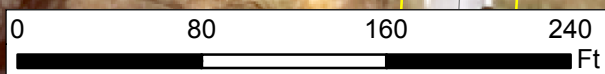
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

WINNERS CIR

WINNERS CIR

V-2017-07 AERIAL MAP



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

**NOTICE OF
PUBLIC HEARING
BOARD OF ADJUSTMENT**

TYPE OF REQUEST: VARIANCE

CASE NO: V-2017-07

DATE: 10/18/2017 **TIME:** 8:30 am

LOCATION OF HEARING

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

FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM



**PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY**

Public
Hearing Sign



Looking West
onto Property



Looking West
on the North
Side of the
Property



Looking to the
Southwest
Towards the
Rear of the
Property



Looking South
at the Existing
Structure



Looking North



Looking West
along
Property Line



Looking
Northwest

Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

Phone: (850) 595-3475 • Fax: (850) 595-3481

<http://myescambia.com/business/ds>

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: V-201707 Accepted by: CM/KM BOA Meeting: 10/18/17

Conditional Use Request for: _____

Variance Request for: _____

1. Contact Information:

A. Property Owner/Applicant: Austin S. Horst
Mailing Address: 1929 Winners Circle, Cantonment, FL 32533
Business Phone: _____ Cell: 619-300-9601
Email: seanaustin03@yahoo.com

B. Authorized Agent (if applicable): _____
Mailing Address: _____
Business Phone: _____ Cell: _____
Email: _____

Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. Property Information:

A. Existing Street Address: 1929 Winners Circle, Cantonment, FL 32533
Parcel ID (s): 27-1N-31-0350-004-002

B. Total acreage of the subject property: _____

C. Existing Zoning: MDR

FLU Category: MU-S

D. Is the subject property developed (if yes, explain): _____

E. Sanitary Sewer: ✓ Septic: _____

3. Amendment Request

- A. Please provide a general description of the proposed request, explaining why it is necessary and/or appropriate.

Request a variance due to my deck being ¹⁶~~18~~ inches from the fence. I was unaware of the 5 foot rule when I built it. It was my own negligence on not obtaining the proper amount of information prior to building the deck.

- B. For Variance Request – Please address **ALL** the following approval conditions for your Variance request. (use supplement sheets as needed)

1. Special conditions and circumstances exist which are peculiar to the land, structure or building and which are not applicable to other lands, structures or buildings in the same zoning district.

The deck sits over a down grade of about 30°. I built the deck past the grade and close to the fence to keep people from accidentally falling down the grade and hurting themselves while standing by the pool. I then proceeded to build the deck 16 inches from the fence to try and keep people from going back there and possibly hurting themselves on the deck.

2. The special conditions and circumstances do not result from the actions of the applicant.

The house was purchased with a small portion of actual usable yard. The deck provides a safer option for people to relax without worrying about falling down a hill.

3. Granting the variance requested will not confer on the applicant any special privilege that is denied by this land development code to other lands, buildings or structures in the same zoning district.

There are multiple structures and buildings that are already within the 5 foot boundary of fences. I do not believe ~~any~~ any special privileges will be perceived.

4. Strict application of the provisions of the land development code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code and would create an unnecessary and undue hardship on the applicant.

The deck is already constructed. Undue hardship would be self inflicted. ~~on~~ if I am required to take it down. I messed up to begin with and want to make it right.

5. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

Yes it is. The land slopes at around 30° down from the cement. Causing a hazard if someone is not paying attention to the slope.

6. The granting of the variance will be consistent with the general intent and purpose of the land development code and that such variance will not be injurious to the area or otherwise detrimental to the public welfare.

The variance will allow my neighbors behind me ~~and~~ to not have to see into my yard due to them being 5 feet lower than I am. The Deck also blocks the view into my house from the street behind us. Without it anyone can see right into my windows.

5. Submittal Requirements

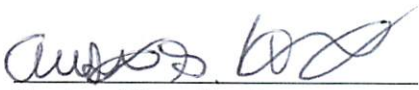
- A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.
- B. _____ Application Fees: To view fees visit the website:
<http://myescambia.com/business/board-adjustment> or contact us at 595-3475.

Note: Fees include all notices and advertisements required for the public hearing and a \$5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

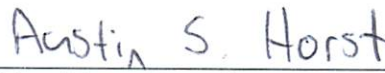
- C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)
- D. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

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



Signature of Owner/Agent



Printed Name of Owner/Agent

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 13th day September of _____

_____ 20 17, by _____.

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



Signature of Notary



Printed Name of Notary



(Notary Seal)

Guarantee Title O1 Northwest Florida, Inc.
4284 Hwy 90
Pace, Florida 32571
Telephone: 850-994-3918
Fax: 850-994-3921

June 29, 2017

Austin S. Horst
1929 Winners Circle
Cantonment, FL 32533

Our File No.: 6333
Property: Lot 4, Block B, Churchhill Unit 2, Escambia County, Florida

In connection with the above referenced closing, please find enclosed the following:

☒ Original Recorded General Warranty Deed

☒ Owner's Policy No. OXFL-08541799

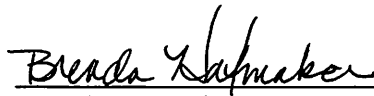
Please place these documents with the other paperwork you received during your recent closing. These are your final papers.

Please accept this as a reminder to file for the HOMESTEAD EXEMPTION during January or February of the coming year if you will occupy this property as your principal residence. Homestead is filed at the Property Appraiser's Office. You should take along the enclosed Warranty Deed to file for this exemption.

Furthermore, depending on the date you purchased the property, the tax bill may be issued in the name of the previous owner. If you are not in receipt of a tax bill by late November, it would be your responsibility to locate the tax bill.

It has been a pleasure to assist you in this transaction and we look forward to providing your future title insurance needs.

Sincerely,



Brenda Hatmaker
Final Documents

2

Prepared by:

Guarantee Title Of Northwest Florida, Inc.
4284 Hwy 90
Pace, Florida 32571

File Number: 6333

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017009542 2/8/2017 2:05 PM
OFF REC BK: 7664 PG: 1023 Doc Type: WD
Recording \$10.00 Deed Stamps \$1,077.30

General Warranty Deed

Made this February 3, 2017 A.D. By **Mary J. Wilson**, a single woman, whose address is: , hereinafter called the grantor, to **Austin S. Horst**, whose post office address is: 1029 Winners Circle, Cantonment, Florida 32533-5727, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Lot 4, Block B, Churchill Subdivision Unit 2, a subdivision according to the plat thereof recorded at Plat Book 15, Pages 76 and 76A, in the Public Records of Escambia County, Florida.

Parcel ID Number: 27-1N-31-0350-004-002

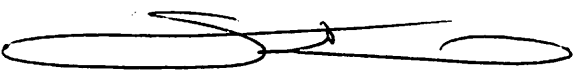
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

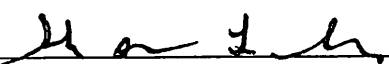
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2017; oil, gas and mineral rights of record, if any; and conditions, easements, restrictions, reservations and limitations of record, if any.

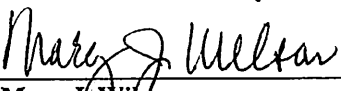
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Printed Name Shannon Wade Henley


Witness Printed Name Shan Flannery

State of Florida
County of Santa Rosa


Mary J. Wilson (Seal)
Address: _____

(Seal)
Address: _____

OWNER'S POLICY OF TITLE INSURANCE

(with Florida Modifications)



Policy Number **OXFL-08541799** File Number: 6333

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

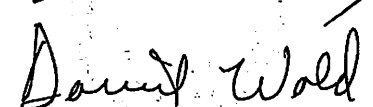
Countersigned: **Policy Issuer:**
GUARANTEE TITLE OF NORTHWEST FLORIDA INC
4284 HIGHWAY 90
PACE, FL 32571
PHONE: (850) 994-3918

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



Authorized Officer or Licensed Agent

By  President

Attest  Secretary

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or

(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

CONDITIONS (con't)

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

Schedule A

Owner's Policy



Issued by Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401-2499
(612) 371-1111

File No.: 6333

Policy No.: OXFL-08541799

Address Reference: 1929 Winners Circle, Cantonment, FL 32533-5727

Amount of Insurance: \$153,877.00

Premium: \$844.50


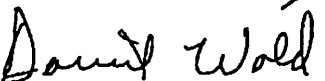
Date of Policy: February 8, 2017 at 02:05 PM

1. Name of Insured: Austin S. Horst
2. The estate or interest in the Land that is insured by this policy is: Fee Simple
3. Title is vested in:
General Warranty Deed executed by Mary J. Wilson, a single woman to Austin S. Horst dated February 3, 2017 and recorded February 8, 2017 in Official Records Book 7664, Page 1023 of the Public Records of Escambia County, Florida, conveying said property described herein.
4. The Land referred to in this policy is described as follows:
Lot 4, Block B, Churchill Subdivision Unit 2, a subdivision according to the plat thereof recorded at Plat Book 15, Pages 76 and 76A, in the Public Records of Escambia County, Florida.

Guarantee Title Of Northwest Florida, Inc.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111


Authorized Officer or Agent

By  President
Attest  Secretary

Schedule B

OWNER'S POLICY

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land 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 adjoining land.
2. Rights or claims of parties in possession.
3. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
4. Easements or claims of easements not shown by the public records.
5. General or special taxes and assessments required to be paid in the year 2017 and subsequent years.

NOTE: Items 1, 2, 3 and 4 listed above are hereby deleted

6. ALL MATTERS CONTAINED ON THE PLAT OF CHURCHILL SUBDIVISION UNIT 2, AS RECORDED IN PLAT BOOK 15, PAGES 76 AND 76A.
7. GUARANTEE OF ROADS AND DRAINAGE IMPROVEMENTS RECORDED IN OR BOOK 4044, PAGE 881
8. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHURCHILL UNIT 2 RECORDED IN OR BOOK 4044, PAGE 875
9. UNITED GAS PIPELINE EASEMENT RECORDED IN DEED BOOK 361, PAGE 200, DEED BOOK 515, PAGE 1 AND OR BOOK 438, PAGE 208
10. OIL, GAS AND MINERAL RESERVATIONS AS SET FORTH IN INSTRUMENT RECORDED IN DEED BOOK 183, PAGE 241, NO DETERMINATION HAS BEEN MADE AS TO THE CURRENT HOLDER OF THE INTEREST EXCEPTED HEREIN
11. ANYTHING TO THE CONTRARY NOTWITHSTANDING, THIS COMMITMENT/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 COMMITMENT/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.

12. Subject to Mortgage executed by Austin S. Horst, an unmarried individual in favor of Navy Federal Credit Union in the original principal amount of \$157,185.00 dated February 3, 2017 and recorded February 8, 2017 in Official Records Book 7664, page 1024 of the Public Records of Escambia County, Florida.
13. Subject to 20' drainage easement as shown on survey by Northwest Florida Land Surveying, Inc., dated 1/31/2017, Job No. 10-21132-17.
14. Subject to concrete driveway and concrete walkway violating building setback line as shown on survey by Northwest Florida Land Surveying, Inc., dated 1/31/2017, Job No. 10-21132-17.
15. Subject to swimming pool violating building setback line and United Gas Pipeline Easement as shown on survey by Northwest Florida Land Surveying, Inc., dated 1/31/2017, Job No. 10-21132-17.
16. Subject to a portion of concrete swimming pool violating the United Gas Pipeline Easement as shown on survey by Northwest Florida Land Surveying, Inc., dated 1/31/2017, Job No. 10-21132-17.
17. Subject to 12.1' x 8.1' metal shed violating 20' drainage easement and United Gas Pipeline Easement as shown on survey by Northwest Florida Land Surveying, Inc., dated 1/31/2017, Job No. 10-21132-17.
18. Subject to fences as shown on survey by Northwest Florida Land Surveying, Inc., dated 1/31/2017, Job No. 10-21132-17.

CONDITIONS (con't)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

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 a 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.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: 612-371-1111.



PREPARED FOR: AUSTIN HORST

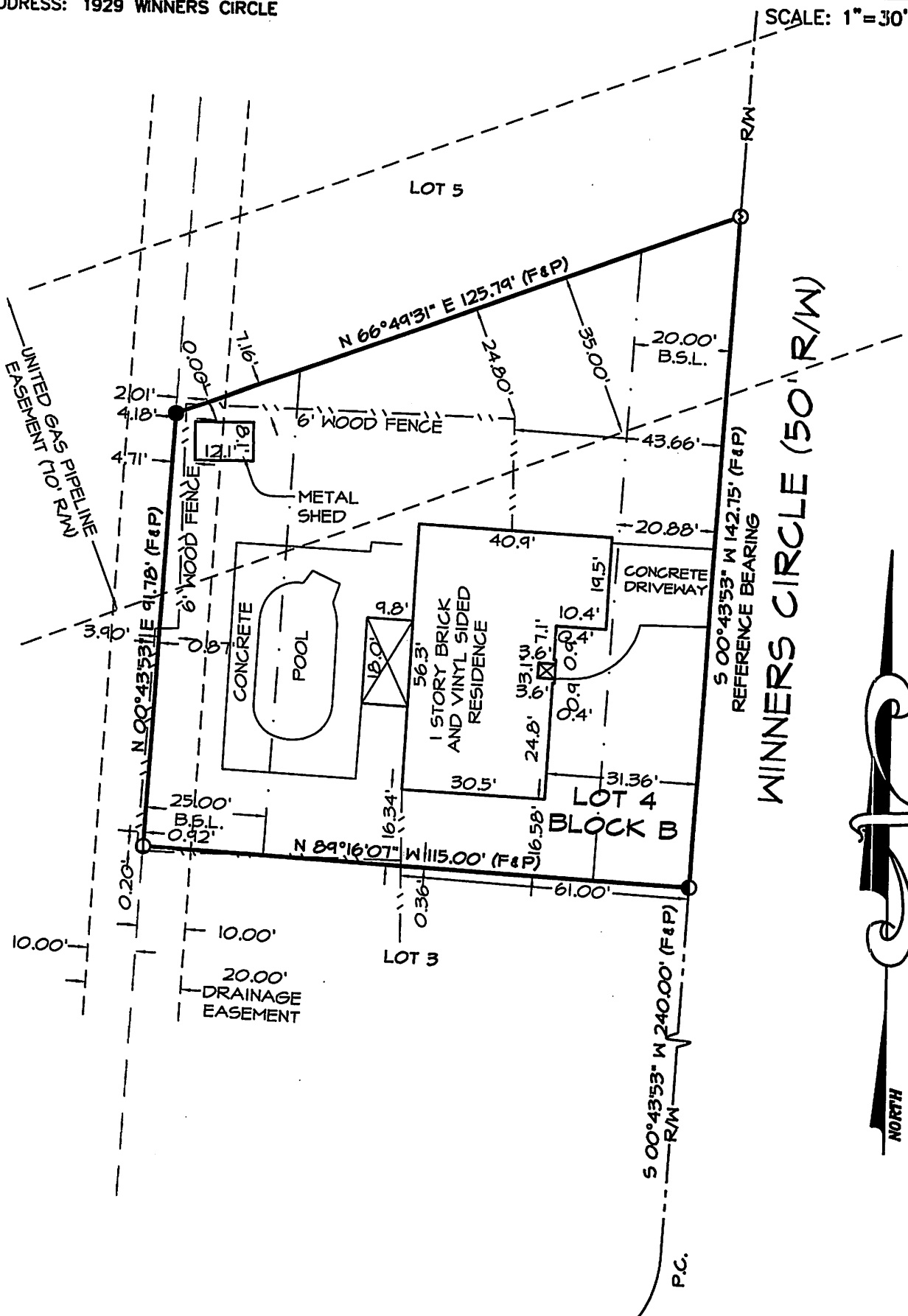
JOB NO.: 10-21132-17

REQUESTED BY: MIKE DOLLEN / COLDWELL BANKER

DATE: JANUARY 31, 2017

PROPERTY ADDRESS: 1929 WINNERS CIRCLE

SCALE: 1"=30'



BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 1 OF 2

MEASUREMENTS MADE TO UNITED STATES STANDARDS

P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: LOT 4, BLOCK B, CHURCHILL SUBDIVISION UNIT 2

SEC. 27, TWP. 1N, RGE. 31W, ESCAMBIA COUNTY, STATE OF FLORIDA.
RECORDED PLAT BOOK 15, PAGE 76. *THE ENCROACHMENTS ARE AS SHOWN*
FIELD DATE: 1/24/17, FIELD BOOK: RM24, PG. 48

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

REVISIONS:

Fred R. Thompson
FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

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



NORTHWEST FLORIDA LAND SURVEYING, INC.

7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052

A PROFESSIONAL SERVICE ORGANIZATION



PREPARED FOR: AUSTIN HORST

JOB NO.: 10-21132-17

REQUESTED BY: MIKE DOLLEN / COLDWELL BANKER

DATE: JANUARY 31, 2017

PROPERTY ADDRESS: 1929 WINNERS CIRCLE

SCALE: 1"=30'

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 00 DEGREES 43 MINUTES 53 SECONDS WEST ALONG THE EAST LINE OF THE PROPERTY AS PER THE RECORD PLAT OF CHURCHILL SUBDIVISION UNIT 2 AS RECORDED IN PLAT BOOK 15 AT PAGE 76 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE RECORD PLAT OF CHURCHILL SUBDIVISION UNIT 2 AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION N/A, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0285 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.173052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

NOTES:

- D ~ 1/2" CAPPED IRON ROD, NUMBERED 5170 (FOUND)
-) ~ 1/2" CAPPED IRON ROD, NUMBERED 6112 (FOUND)
-) ~ 1/2" CAPPED IRON ROD, ILLEGIBLE (FOUND)
-) ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
-) ~ PLATTED INFORMATION
-) ~ FIELD INFORMATION
- /W ~ RIGHT OF WAY
- C. ~ POINT OF CURVATURE
- S.L. ~ BUILDING SETBACK LINE
- EC. ~ SECTION
- TP. ~ TOWNSHIP
- GE. ~ RANGE
- S. ~ PAGE

CERTIFICATIONS:

GUARANTEE TITLE OF NORTHWEST FLORIDA, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
NAVY FEDERAL CREDIT UNION
AUSTIN S. HORST

BOUNDARY SURVEY WITH IMPROVEMENTS

EET 2 OF 2

MEASUREMENTS MADE TO UNITED STATES STANDARDS

P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: LOT 4, BLOCK B, CHURCHILL SUBDIVISION UNIT 2

27, TWP. 1N, RGE. 31W, ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED PLAT BOOK 15, PAGE 76. *THE ENCROACHMENTS ARE AS SHOWN*

FIELD DATE: 1/24/17, FIELD BOOK: RM24, PG. 48

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

REVISIONS:

Fred R. Thompson 2/01/17
FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA

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



DEVELOPMENT SERVICES ADMINISTRATIVE APPEAL WORKSHEET

Board of Adjustment

6. C.

Meeting Date: 10/18/2017

I. SUBMISSION DATA:

APPLICANT: David Theriaque, Agent for Teramore Development, LLC and Shu Shurett and Leo Huang, Owners

DATE OF ADMINISTRATIVE DECISION: July 24, 2017

DATE OF APPEAL APPLICATION: August 7, 2017

PROJECT ADDRESS: 11400 Blk. of Gulf Beach Hwy.

PROPERTY REFERENCE NO.: 23-3S-31-2001-000-000

ZONING DISTRICT: Commercial

FUTURE LAND USE: Mixed-Use Suburban

III. REQUESTED APPEAL::

On July 24, 2017, the Escambia County Planning Official issued a determination of land use compatibility in relation to a request from Teramore Development, LLC.

The determination was that a proposed Dollar General store would not be compatible based on location criteria found in Section 3-2.1 of the county Land Development Code.

The submitted administrative appeal seeks to overturn the decision of the planning official in this matter.

III. RELEVANT APPEAL AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section: 2.04.00 & 2.04.01

Sections 2.04.00, Appeal of Administrative Decisions and 2.04.01, Procedures for the Appeal of Administrative Decisions of the Escambia County Land Development Code (Ordinance No. 96-3 as amended), provide the relevant authority for the BOA's review of administrative decisions.

A. The BOA is authorized to hear and to rule upon any appeal made by those persons aggrieved by administration of this Code. An administrative decision, or staff

interpretation, shall not be reversed, altered, or modified by the BOA unless it finds that:

1. A written application for the appeal was submitted within 15 days of the administrative decision or action indicating the section of this Code under which said appeal applies together with a statement of the grounds on which the appeal is based; and

2. That the person filing said appeal has established that the decision or action of the administrative official was arbitrary and capricious; or

3. An aggrieved party who files an appeal of a decision of the DRC approving or approving with conditions a development plan application, must show, by competent substantial evidence that:

(i) The decision of the DRC is not in compliance with the Comprehensive Plan or the Land Development Code;

(ii) Their property will suffer an adverse impact as a result of the development approval decision;

(iii) The adverse impact must be to a specific interest protected or furthered by the Comprehensive Plan or the Land Development Code; and

(iv) It must be greater in degree than any adverse impact shared by the community at large.

4. In the event the owner, developer, or applicant is aggrieved or adversely affected by a denial of a development plan application or the imposition of conditions, the owner, developer or applicant filing the appeal must show, by competent substantial evidence, that the denial of the development plan or the imposition of conditions is neither required nor supported by the Comprehensive Plan or the Land Development Code or the application of technical design standards and specifications adopted by reference in the Code, or Concurrency Management Procedures and is, therefore, arbitrary and capricious.

IV. BACKGROUND INFORMATION

The request by Teramore Development, LLC for land use compatibility was denied on July 24, 2017, by Escambia County Planning Official, Horace Jones.

The Administrative Appeal was filed with the Board of Adjustment on August 7, 2017, within the 15 day deadline provided in the LDC.

The case was added to the agenda for the scheduled October 18, 2017 BOA meeting.

Attachments

AP-2017-02

AP-2017-02



GARCON
SWAMP



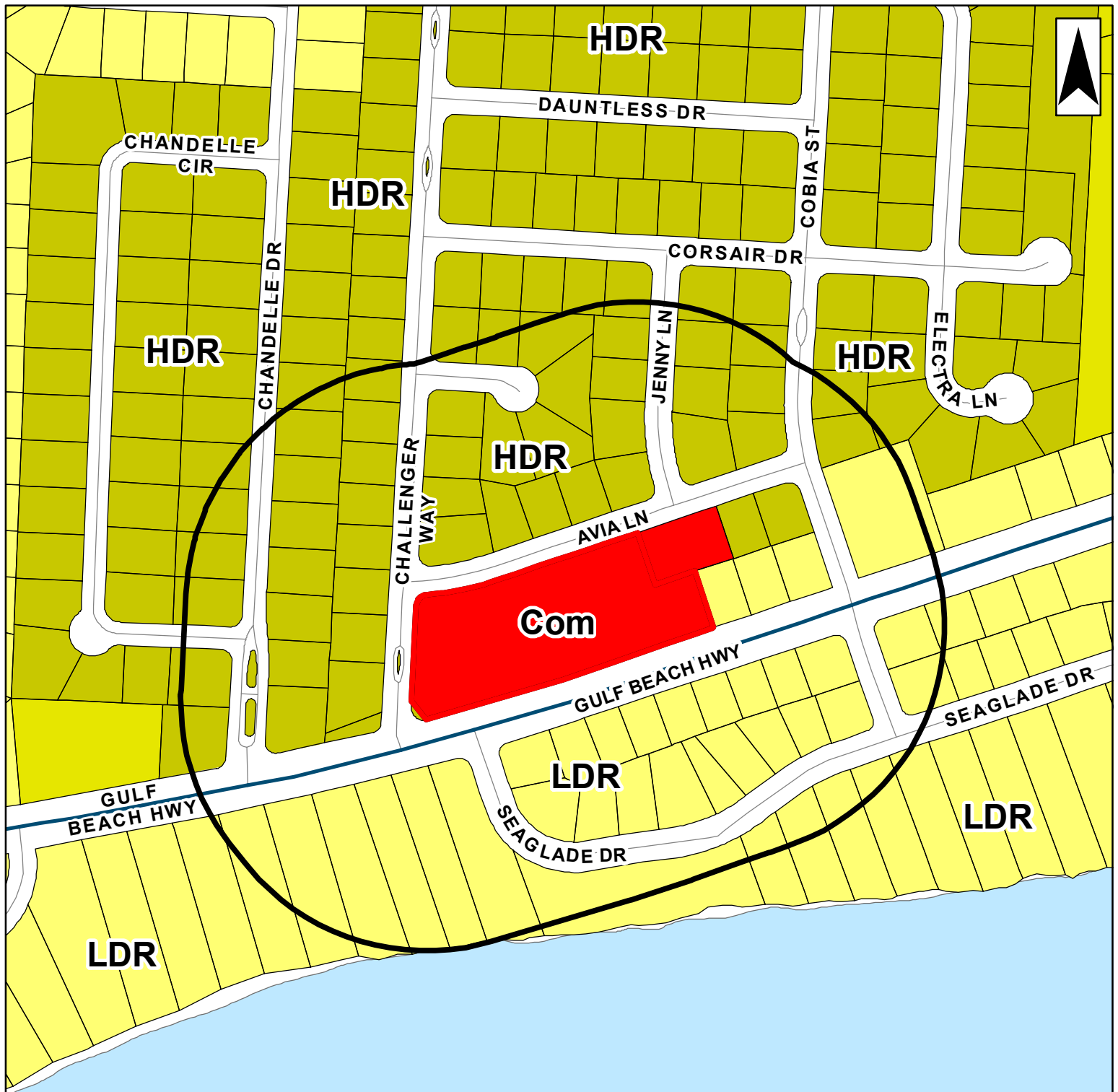
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

AP-2017-02 LOCATION MAP

0 1,000 2,000 3,000
Ft

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



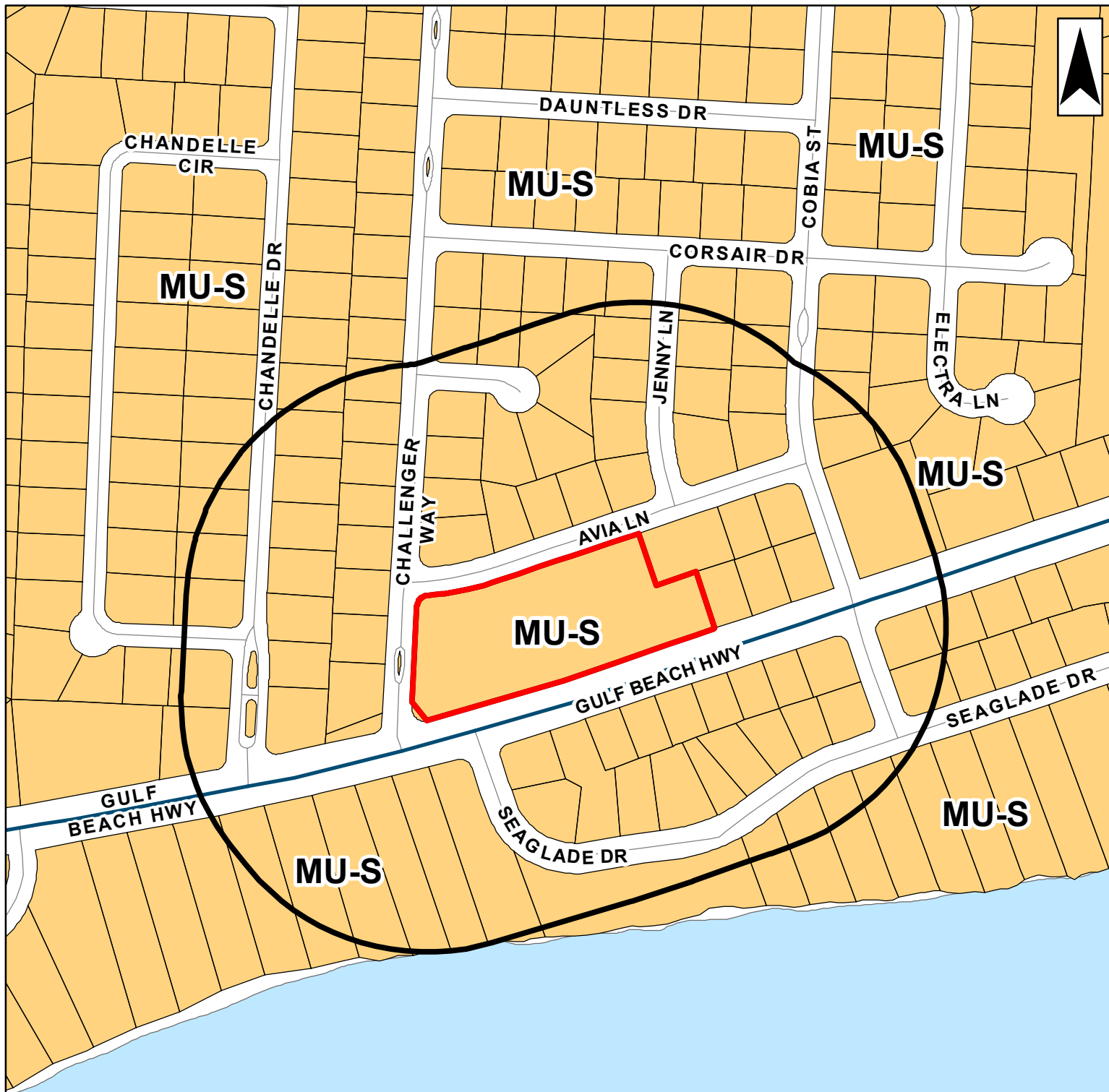
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

AP-2017-02 500' RADIUS ZONING



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



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

Andrew Holmer
Planning and Zoning Dept.

AP-2017-02 FUTURE LAND USE



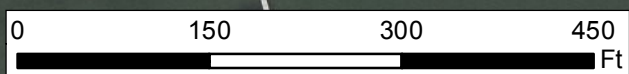
- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



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Andrew Holmer
Planning and Zoning Dept.

AP-2017-02 AERIAL MAP



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



Public Hearing
Sign



Looking onto Subject Property



Looking East along Gulf Beach Hwy.



Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

Phone: (850) 595-3475 • Fax: (850) 595-3481

<http://myescambia.com/business/ds>

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ BOA Meeting: _____

_____ Development Order Extension

☒ **Administrative Appeal**

1. Contact Information:

A. Property Owner/Applicant: Shu Cheng Shurett & Leo Huang

Mailing Address: 3434 Pelham Pkwy, Pelham, AL 35124

Business Phone: _____ Cell: _____

Email: dcsmarketing@aol.com

B. Authorized Agent (if applicable): Teramore Development, LLC

Mailing Address: P.O. Box 6460, Thomasville, GA 31758

Business Phone: 229-516-4289 Cell: 229-403-2436

Email: thodges@teramore.net

Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. Property Information:

A. Project Name & Development Order Number (if applicable): N/A

B. Existing Street Address: 11400 block of Gulf Beach Highway, Pensacola

Parcel ID (s): Number 23-3S-31-2001-0000-000

C. Total acreage of the subject property: 3.4 acres

3. Reason for Request

A. Please explain why the extension or administrative appeal is necessary.

Please see Exhibit "A" which is attached hereto.

B. Development Order Extension

The LDC requires good faith efforts in adhering to its established periods, but extension of an eligible LDC time limit may be requested according to the provisions of this section whereby a landowner asserts that the limit does not anticipate legitimate delays in compliance. However, no applicant is automatically entitled to any extension. Short-term (6 month) extensions are evaluated by the Planning Official, and longer extensions (one year) shall be evaluated through a quasi-judicial public hearing review by the BOA. These extension processes allow additional time for concluding the compliance review, developing an approved use, and continuing or reestablishing some uses.

1. Limits on extensions. Extensions to LDC periods are subject to the following limitations:

a. Availability. Extensions are available and may be granted only for LDC periods that specifically provide that option, only if a complete application for the extension was submitted prior to the expiration of the period for which the extension is requested, and only as otherwise allowed by the provisions of the LDC.

b. Approving authority. Extensions to any period not required by the LDC but imposed as a condition of approval by an approving authority cannot be granted by another approving authority.

c. Individual and multiple limits. An extension can only be granted based on a specific review of an individual period. If an extension of more than one period is requested, the extension criteria shall be evaluated for each limit.

C. Administrative Appeal

Application for appeal of an administrative decision shall be submitted for compliance review within 15 days after the date of the decision being appealed. A quasi-judicial public hearing for the appeal shall be scheduled to occur within 30 business days after receipt of a complete application. The application shall provide information as required by the adopted appeal procedures, including the following:

1. Decision appealed. A copy of the written administrative decision to be reviewed on appeal.

2. LDC reference. Identification of the specific LDC provisions for which noncompliance is alleged.

3. Alleged error. A description of how the decision of the administrative official

is considered arbitrary or capricious.

4. Conditions. Documentation satisfying the conditions established in the compliance review provisions of this section.

5. Remedy. A description of the proposed remedy.

6. Other information. Any other pertinent information the applicant wishes to have considered.

D. Medical Hardship

Temporary placement of a manufactured (mobile) home or park trailer may be requested according to the provisions of this section when a landowner asserts that existing medical conditions require in-home care and an accessory dwelling to reasonably provide it. The manufactured home may be placed within any mainland zoning district to remedy a medical hardship according to the temporary use provisions of Chapter 4, regardless of the density limits of the applicable zoning. The requirements to grant the temporary use of a manufactured home or park trailer as an accessory dwelling to provide in-home medical care is considered by the BOA in a quasi-judicial hearing whether conditions warrant such use.

The BOA shall conduct a quasi-judicial public hearing as noticed to consider the requested medical hardship temporary use of a manufactured home or park trailer according to the provisions of this article. The applicant has the burden of presenting competent substantial evidence to the board that establishes each of the following conditions:

1. Certified need. A Florida-licensed physician certifies in writing the medical need, specifying the extent of the need for in-home medical care and the approximate length of time for such in-home medical care.

2. Minimum necessary. Conditions and circumstances make it difficult or impossible for the recipient and provider of medical care to reside in the same dwelling and the temporary accessory dwelling is the minimum necessary to provide relief of that medical hardship.

3. Adequate public services. The manufactured home or park trailer will have adequate water, sewer, solid waste removal, and electric services available.

4. Compatibility. The temporary use will not produce adverse impacts on the uses of surrounding properties.

5. Standard conditions. The temporary use can comply with the applicable standards of Chapter 4.

4. Please complete the following form (if applicable): Affidavit of Owner/Limited Power of Attorney

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY
(if applicable)

As owner of the property located at the 11400 block of Gulf Beach Highway, Pensacola
Florida, Florida, property reference number(s) Number 23-38-31-2001-0000-000
I hereby designate Tom Hodges of Teramore Development, LLC.
for the sole purpose of completing this application and making
a presentation to the Board of Adjustments on the above referenced property. This Limited Power of
Attorney is granted on this 7th day of August the year of, 2017, and is effective until 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 Department.

Agent Name: Tom Hodges of Teramore Development, LLC Email: thodges@teramore.net

Address: P.O. Box 6480, Thomasville, GA 31758 Phone: 229-516-4288

Shu Cheng Shurett Shu Cheng Shurett 8-7-17
of Property Owner Printed Name of Property Owner Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Alabama COUNTY OF Shelby
The foregoing instrument was acknowledged before me this 7 day of August 20 17
by Shu Cheng Shurett

Personally Known ☐ OR Produced Identification: ☒ Type of Identification Produced: Drivers License

Signature of Notary

Printed Name of Notary

(Notary Seal)



5. Submittal Requirements

4. Please complete the following form (if applicable): Affidavit of Owner/Limited Power of Attorney

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY
(if applicable)

As owner of the property located at the 11400 block of Gulf Beach Highway, Pensacola
_____, Florida, property reference number(s) Number 23-36-31-2001-0000-000
_____, I hereby designate Tom Hodges of Teramore Development, LLC
_____ for the sole purpose of completing this application and making
a presentation to the Board of Adjustments on the above referenced property. This Limited Power of
Attorney is granted on this 7th day of August the year of, 2017, and is effective until the Board of
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reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice
to the Development Services Department.

Agent Name: Tom Hodges of Teramore Development, LLC Email: thodges@teramora.net

Address: P.O. Box 6460, Thomasville, GA 31756

Phone: 228-516-4289

[Signature]

of Property Owner

Leo Huang

Printed Name of Property Owner

8-9-17 Signature

Date

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF Alabama COUNTY OF Shelby
The foregoing instrument was acknowledged before me this 7 day of August 2017,
by _____

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: Driver's License

[Signature]

Signature of Notary

Samuel F. Clemmons

Printed Name of Notary



5. Submital Requirements

4. Please complete the following form (if applicable): Affidavit of Owner/Limited Power of Attorney

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY
(If applicable)

As owner of the property located at the 11400 block of Gulf Beach Highway, Pensacola
_____, Florida, property reference number(s) Number 23-SS-31-2001-0000-000
_____, I hereby designate David A. Theriaque, Esquire,
_____ for the sole purpose of completing this application and making
a presentation to the Board of Adjustments on the above referenced property. This Limited Power of
Attorney is granted on this 7th day of August the year of, 2017, and is effective until 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 Department.

Agent Name: David A. Theriaque, Esquire Email: dat@theriaquelaw.com

Address: 433 North Magnolia Drive, Tallahassee, FL 32308 Phone: 850-224-7332

Leo Huang 8-7-17
of Property Owner Printed Name of Property Owner Date

Signature of Property Owner Printed Name of Property Owner Date

STATE OF Alabama COUNTY OF Shelby
The foregoing instrument was acknowledged before me this 7th day of August 20 17
by _____

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: Driver's License

Samuel F. Clemens Samuel F. Clemens
Signature of Notary Printed Name of Notary



5. Submittal Requirements

- A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.
- B. X Application Fee: Application Fees: To view fees visit the website: <http://myescambia.com/business/board-adjustment> or contact us at 595-3448

Note: Fees include all notices and advertisements required for the public hearing and a \$5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to place a public notice sign(s) on the property referenced herein.

Shu Cheng Shurett

Shu Cheng Shurett

8-2-17 Signature of O-
Signature of O-

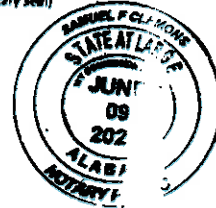
STATE OF Alabama COUNTY OF Shelby The foregoing instrument

was acknowledged before me this 7 day of August 2017 by Shu Cheng Shurett
Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: Driver's License

[Signature]
Signature of Notary

Gemma F. Clonias
Printed Name of Notary

(notary seal)



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Leo Huang

Leo Huang

8-7-17 Signature of On
Signature of On

STATE OF Alabama COUNTY OF Shelby The foregoing instrument

was acknowledged before me this 7 day of August 2017 by Leo Huang

Personally Known ☐ OR Produced Identification ☐ Type of Identification Produced: Driver's License

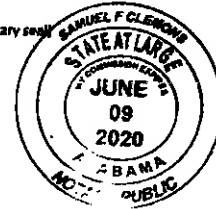
Samuel F. Clemens

Signature of Notary

Samuel F. Clemens

Printed Name of Notary

(notary seal)





Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
<http://myescambia.com/business/ds>

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ BOA Meeting: _____

_____ **Development Order Extension**

☒ **Administrative Appeal**

1. Contact Information:

A. Property Owner/Applicant: Teramore Development, LLC

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Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. Property Information:

A. Project Name & Development Order Number (if applicable): N/A

B. Existing Street Address: 11400 block of Gulf Beach Highway, Pensacola

Parcel ID (s): Number 23-3S-31-2001-0000-000

C. Total acreage of the subject property: 3.4 acres

3. Reason for Request

- A. Please explain why the extension or administrative appeal is necessary.
Please see Exhibit "A" which is attached hereto.**

B. Development Order Extension

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- 3. Adequate public services.** The manufactured home or park trailer will have adequate water, sewer, solid waste removal, and electric services available.
- 4. Compatibility.** The temporary use will not produce adverse impacts on the uses of surrounding properties.
- 5. Standard conditions.** The temporary use can comply with the applicable standards of Chapter 4.

5

Last Updated: 6/21/17

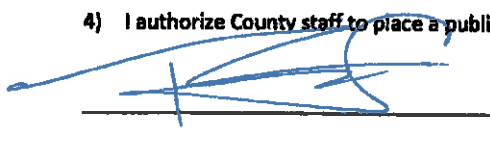
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- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to place a public notice sign(s) on the property referenced herein.



Tom Hodges

Signature of Owner

Signature of Owner

STATE OF FLORIDA COUNTY OF THOMAS The foregoing instrument

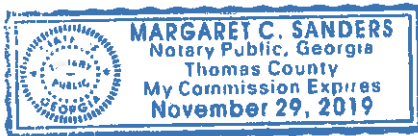
was acknowledged before me this 7th day of AUGUST 2021, by TOM HODGES OF
TERAMORE DEVELOPMENT, LLC

Personally Known X OR Produced Identification . Type of Identification Produced:


Signature of Notary

MARGARET C. SANDERS
Printed Name of Notary

(notary seal)





REPLY TO: TALLAHASSEE

August 7, 2017

Kayla Meador, Administrative Assistant
County Clerk to the Board of Adjustment
Developmental Services Department
3363 West Park Place
Pensacola, Florida 32505

Re: *Teramore Development, LLC – Parcel Number 23-3S-31-2001-0000-000*
Administrative Appeal of Horace Jones' Determination on July 24, 2017

Dear Ms. Meador:

Our law firm represents Teramore Development, LLC, in regard to its desire to construct a 9,100 square foot Dollar General retail store on Parcel Number 23-3S-31-2001-0000-000 in Escambia County, Florida ("Property"). Teramore Development, LLC, requested a confirmation of compatibility from the Planning Official. On July 24, 2017, Horace Jones issued a written determination in which he concluded that the proposed development is not compatible. (A copy of Mr. Jones' letter dated July 24, 2017, is attached hereto as Exhibit "1").

Teramore Development, LLC, hereby files this Administrative Appeal of Mr. Jones' July 24 determination. The specific provisions of the County's Land Development Code ("LDC") at issue in this Administrative Appeal include, but are not limited to, Sections 2-2.7 and 3-2.10(e). Teramore Development, LLC, respectfully submits that Mr. Jones incorrectly determined that the proposed development is not compatible. Rather, for the reasons set forth in the Land Use Compatibility Analysis prepared by The Planning Collaborative on June 25, 2017, the proposed development is compatible and, therefore, fulfills the locational criterion set forth in Section 3-2.10(e)(5) of the County's LDC. (A copy of the Land Use Compatibility Analysis is attached hereto as Exhibit "2").¹

¹ Teramore Development, LLC, reserves the right to submit additional evidence, including expert witness testimony, during the quasi-judicial hearing before the Board of Adjustment.

TALLAHASSEE
433 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32308
(850) 224-7332
FAX: (850) 224-7662

WINTER GARDEN
12200 WEST COLONIAL DRIVE, SUITE 300C
WINTER GARDEN, FLORIDA 34787
(407) 347-5388
FAX: (407) 264-6132



Kayla Meador, Administrative Assistant
August 7, 2017
Page 2

Teramore Development, LLC, requests that the Board of Adjustment determine that the proposed development is compatible and, therefore, fulfills the locational criterion set forth in Section 3-2.10(e)(5) of the County's LDC. Such a determination would allow Teramore Development, LLC, to submit an application for site plan approval for its proposed non-residential development.

I appreciate your attention to this matter. Please do not hesitate to contact me if you have any questions or need further information.

Sincerely,



David A. Theriaque

Enclosures

cc: Teramore Development, LLC



Board of County Commissioners • Escambia County, Florida

Horace L. Jones, Director
Development Services

Applicant information:

Name: Teramore Development, LLC Date: July 24, 2017

Address: 11400 Blk. Gulf Beach Highway, Pensacola, FL Parcel ID #: 23-3S-31-2001-000-000

Phone: (229) 516-4286 Other: _____ Email: develop@teramore.net

Section of the LDC to be interpreted: Sec. 3-2.10(e)

Address of proposed development for Compatibility Analysis: 11400 Blk. Gulf Beach Highway

Response to Request for Interpretation and/or Confirmation of Compatibility:

The applicant has submitted a Land Use Compatibility Analysis for a proposed Dollar General located at 11400 block of Gulf Beach Highway. The property is zoned Commercial and has a FLU of Mixed-Use Suburban (MU-S). The applicant has requested a confirmation of compatibility from the Planning Official pursuant to Sec. 2-2.7 of the LDC.

The proposed development is **NOT COMPATIBLE**. The proposed development does not meet the Location Criteria prescribed by the LDC.

Pursuant to Sec. 3-2.10(e) of the Land Development Code, all new nonresidential uses proposed within the commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria: (1) Proximity to intersection. Along an arterial or collector street and within one quarter mile of its intersection with an arterial street. (2) Proximity to traffic generator. Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator. (3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels.



Response to Request for Interpretation and/or Confirmation of Compatibility

Teramore Development, LLC - 11400 Blk. Gulf Beach Highway

Page - 2 -

Additionally, the location would promote compact development and not contribute to or promote strip commercial development. (4) Site design. Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions: a. Any intrusion into a recorded subdivision is limited to a corner lot. b. A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics. c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses. (5) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist: a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county. b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

Gulf Beach Highway is designated as a major urban collector street. However, the proposed development is not within one-quarter mile of an intersection with an arterial street. The proposed development is not within one quarter mile radius of an individual traffic generator of more than 600 daily trips. The proposed development is not in an area where already established nonresidential uses are otherwise consistent and where the new development would constitute infill development of similar intensity. The proposed development is not more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district. The compatibility analysis provided by the applicant does not show unique circumstances that were not anticipated by the alternative criteria. The proposed use will not serve to achieve long-term compatibility with existing and potential uses. The proposed development is surrounded by existing residential uses and established residential development.

This confirmation of compatibility is not final authorization or denial of any requested development and the applicant must complete the County development review process prior to proceeding.

Date:

July 24, 2017

Signature:

H. Jones

Horace L. Jones, Director, Development Services

Additional pages attached: yes X no

Land Use Compatibility Analysis

For a Dollar General Store to be located in the 11400 block of Gulf Beach Highway, Pensacola, Florida

Also referenced as Parcel ID number 23-35-31-2001-000-000

Conducted for:

Teramore Development, LLC

Ph: 229.516.4286

develop@teramore.net



Prepared for:

Escambia County Planning and Zoning Division

Ph: 850.554.8210

3363 West Park Place

Pensacola, FL 32505

Prepared by:

The Planning Collaborative

Allara Mills Gutcher, AICP

Ph: 850.319.9180

allara@theplanningcollaborative.com



June 25, 2017



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EXHIBIT 2 – Survey of 1.95-acre parcel.	
EXHIBIT 3 – Preliminary Site Plan prepared by Bell Engineering Services, LLC, as revised February 2, 2017.	

EXHIBIT 4 – Escambia County Property Appraiser Subdivision Map, as printed April 16, 2017.

EXHIBIT 5 – Example of a Dollar General Store architectural design.

EXHIBIT 6 – Example of a Dollar General Store architectural design.

EXHIBIT 7 – Example of a Dollar General Store architectural design.

EXHIBIT 8 – Letter dated June 22, 2017, from Bonita Player, P.E.

PURPOSE AND INTRODUCTION

This report analyzes the compatibility of a Dollar General retail store proposed to be located in the 11400 block of Gulf Beach Highway, Pensacola, Florida. As set forth below, the proposed Dollar General retail store will not, over time, adversely or negatively impact the surrounding existing uses. The proposed store will provide daily necessities and other common household items for consumers. Dollar General is known for its neighborhood-scale stores in locations convenient to customers.

In the development of this report, the following definition of compatibility set forth in §163.3164(9), *Florida Statutes*, was utilized:

“Compatibility means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.”

The Escambia County Comprehensive Plan also provides a definition of “Incompatible/compatible development” in Chapter 3 Definitions. Section 3.04 Definitions states as follows:

“Incompatible development is new development proposed to be constructed next to existing development wherein the proximity of the two kinds of development would each diminish the usefulness of the other or would be detrimental to existing operations. The incompatibility can arise from either land use or structure size and design. Compatible development is new development proposed to be constructed next to existing development in which the proximity of the two kinds of development would each complement or enhance the usefulness of the other.”

Finally, the County’s Land Development Regulations Chapter 6, Definitions, Section 6-0.3 Terms Defined provides the following definition for “compatible:

“*Compatible*. A condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition.”

As a note, the definition of “compatible” in Section 6-0.3 of the County’s Land Development Regulations is nearly identical to the definition of “compatibility” set forth in §163.3164(9), *Florida Statutes*.

This analysis has considered the type of development proposed in comparison to the existing built environment as directed by Florida Statutes and the Escambia County Comprehensive Plan. Such factors of study included the surrounding uses, lighting, building setbacks, building height, building orientation, open space ratios, and hours of operation.

The consultant, Allara Mills Gutcher, completed the following research in preparation of this report:

- A site visit conducted on Tuesday, April 4, 2017
- Review of the Escambia County Property Appraiser website data and maps
- Review of the Escambia County Comprehensive Plan, 2030
- Review of the Escambia County Land Development Regulations dated February 2017
- Review of the Escambia County Future Land Use Map and Zoning Map as shown on Escambia County's web mapping service web page.¹
- Consultation with Teramore Development, LLC

PROJECT DESCRIPTION

The applicant proposes construction of a retail establishment known as Dollar General, with approximately 9,100 gross square feet of building space on +/-1.25 acres of a 3.4-acre parcel. Approximately 2.15 acres of the 3.4-acre site will remain highly vegetated with the existing flora. (See Exhibits 1 and 2). The building will be oriented towards the south, facing Gulf Beach Highway. The area surrounding the developed portion of the site will remain in its natural condition. Parking will be located to the front of the structure, with a driveway along the east side of the structure to accommodate the loading and dumpster area. Ingress and egress to the site will be from Gulf Beach Highway. (See Exhibit 3).

The scale of the project will be that of a typical prototype Dollar General retail store. It will be single story in height, with a maximum height of twenty-two (22) feet, which includes any roof-top apparatus. This will be approximate in height to many of the existing on-site trees.

Hours of operation will begin at either 7:00 a.m. or 8:00 a.m., and close by 9:00 p.m. These hours of operation are conducive to general business hours with time in the evenings for local residents to shop for convenience needs. There will be no noise, smoke, glare, emissions, dust, vibration, or odors emitted from this use. Lighting used to support safety for vehicles and pedestrians will be installed in a down-lit fashion and attached to the side of the structure.

GENERAL PROJECT LOCATION AND SETTING

The site is in the 11400 block and on the north side of Gulf Beach Highway (CR 292A) in unincorporated Escambia County, 32507. The parcel is located to the east of and borders Challenger Way and is west of Cobia Street. It is south of and borders Avia Lane. The parcel is located within Section 23, Township 3S, Range 31. The Escambia County Property Appraiser's Reference Number is 23-3S-31-2001-000-000.

¹ <http://www.arcgis.com/home/item.html?id=4388823ea5fb4feeb4ebb3beb6677129>.

The undeveloped lot of 3.4 acres² is currently heavily vegetated with various types of trees. None of the trees are protected pursuant to the definition in Chapter 2, Environmental, Article 2 – Landscaping, Section 2-3.1(a) of the Escambia County Design Standards Manual. The site has a designation of “Upland Coniferous Forest” which includes a “canopy (of) at least 66 percent dominated by Coniferous species.”³ There are no wetlands on the site.⁴ The existing use of the site is classified as “Vacant Commercial.”⁵

Figure 1. Aerial Photograph



As part of this analysis, a review of the “*Escambia County Site Specific Survey for Environmentally Sensitive Lands or the Gulf Beach Highway Site*” was conducted. This document indicates that there are no wetlands, protected species, or protected trees that will be impacted or other environmentally sensitive land issues as a result of this development.⁶

² KJM Land Planning, LLC, Boundary and Topographic Survey dated January 16, 2017.

³ Florida Land Use, Cover and Forms Classification System, Florida Department of Transportation Surveying and Mapping Geographic Mapping Section.

⁴ Escambia County Site Specific Survey for Environmentally Sensitive Lands for the Gulf Beach Highway Site prepared by Biome Consulting Group, January 2017, pg. 2.

⁵ Escambia County Property Appraiser assigned Department of Revenue Tax Code.

⁶ Escambia County Site Specific Survey for Environmentally Sensitive Lands for the Gulf Beach Highway Site, prepared by Biome Consulting Group, January 2017, pg. 4.

Surrounding the parcel is established residential development. (See Exhibit 4). To the north and east of Avia Lane is a platted subdivision called Chevalier. This subdivision is within the Mixed-Use Suburban ("MU-S") Future Land Use category and the High Density Residential ("HDR") zoning district. The lots in close proximity to the subject site average three (3) to four (4) dwelling units per acre. To the south of Gulf Beach Highway is a platted subdivision called Seaglade. This subdivision is within the MU-S Future Land Use category and the Low Density Residential ("LDR") zoning district. The lots in Seaglade, that are within close proximity to the development site, range from one (1) to four (4) dwelling units to the acre, with the waterfront lots being the larger parcels. Within a quarter mile radius of the subject parcel, the average lot size is 0.45 acres, or approximately two (2) dwelling units to the acre.⁷ All of the lots contiguous to the subject parcel and not otherwise separated by a roadway are currently vacant.

Figure 2. Street View of Site



APPLICABLE POLICIES AND REGULATIONS

The site is currently designated with a Future Land Use category of MU-S and a zoning district of Commercial. All properties surrounding this site are also categorized with a Future Land Use category of MU-S. (See Figure 3). Consequently, no Future Land Use Map amendment or zoning change is required to allow the proposed development. Descriptions of the Future Land Use category and zoning district are provided below:

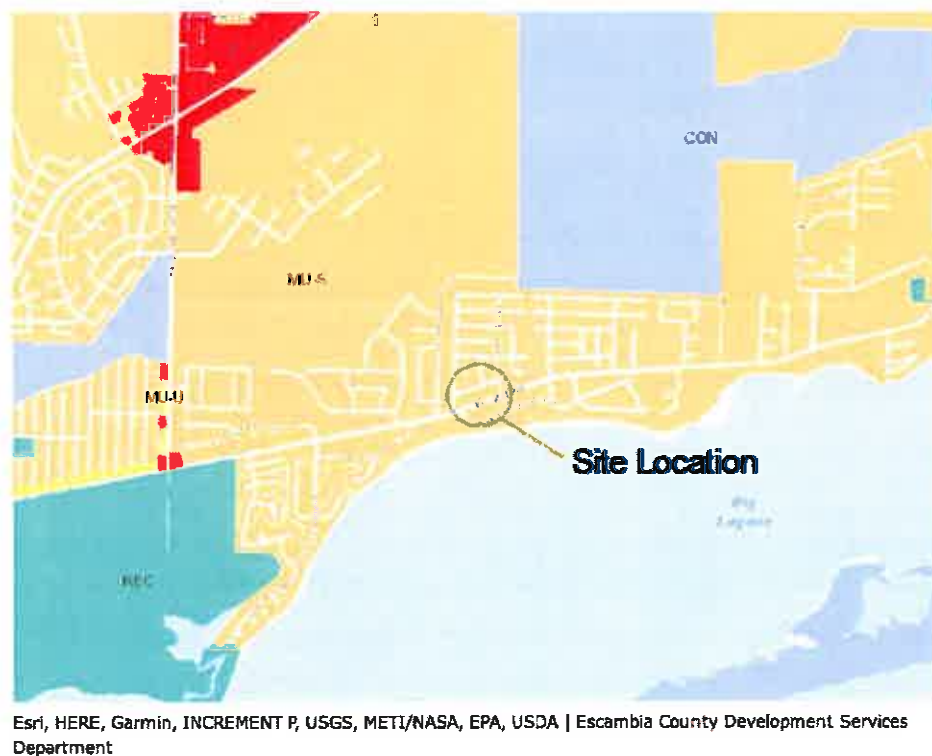
⁷ Escambia County Property Appraiser.

Future Land Use Category: Mixed-Use Suburban (MU-S)⁸

General Description of MU-S Future Land Use category: "Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses."

MU-S Allowable Uses: The Comprehensive Plan describes the allowable uses as a range. These include: "Residential, **retail sales** and services, professional office, recreational facilities, public and civic, limited agriculture." (Emphasis added). The maximum intensity for this category is a floor area ratio of 1.0.⁹

Figure 3. Escambia County Future Land Use Map



MU-S = Mixed-Use Suburban
MU-U = Mixed-Use Urban
REC = Recreation

C = Commercial
Con = Conservation

The MU-S Future Land Use category was created to "encourage redevelopment in underutilized properties (and) to maximize development densities and intensities"¹⁰ located not only within this category, but also in the MU-U, Commercial, and Industrial

⁸ www.myescambia.com/our-services/development-services/gis as of April 3, 2017.

⁹ Escambia County Comprehensive Plan, Future Land Use Element, Policy FLU 1.3.1.

¹⁰ Policy FLU 1.5.1 of the Escambia County Comprehensive Plan, 2030.

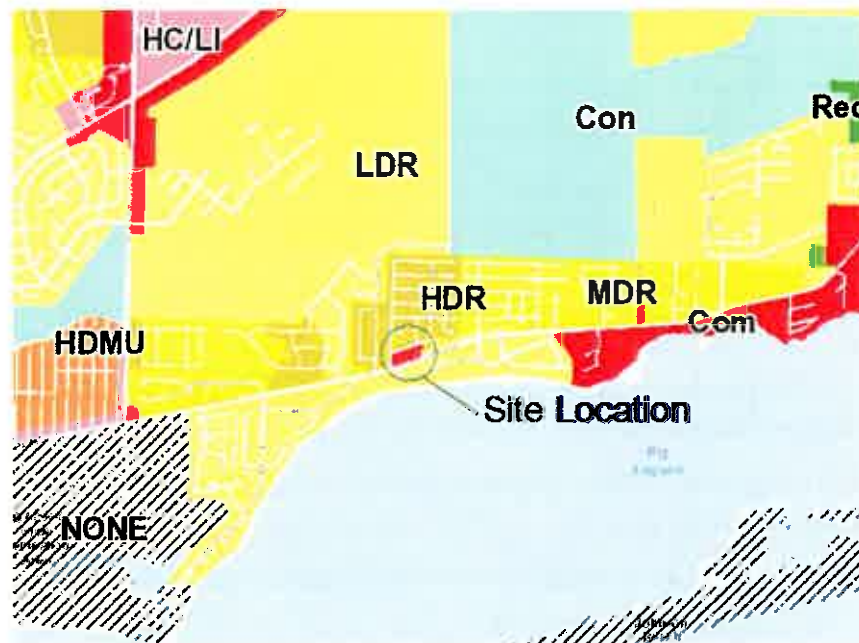
Future Land Use categories. In addition, the MU-S Future Land Use category provides for a minimum density to “ensure that developments are designed to be compact and to accommodate travel mode choices especially for short, local trips.”¹¹

Zoning Designation: Commercial¹²

The Commercial zoning district is established to designate appropriate areas and land for commercial activities, especially those in the retail and service industries. This category supports intense commercial uses.

The allowable uses within the Commercial zoning district are listed as: Residential (with restrictions), **retail sales** and services, public and civic uses, recreation and entertainment, limited industrial, agriculture and limited other uses such as billboard structures, parking garages and lots and some self-storage facilities. (Emphasis added). Other conditional uses are allowed.¹³

Figure 4. Escambia County Zoning Map



Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA | Escambia County Development Services Department

Com = Commercial	Con = Conservation
HDR = High Density Res	REC = Recreation
MDR = Medium Density Res	HC/LI = High Commercial and Light Industrial
LDR = Low Density Res	
HDMU = High Density Mixed Use	

¹¹ Policy FLU 1.5.2 of the Escambia County Comprehensive Plan, 2030.

¹² http://maps2.roktech.net/escambia_gomaps4/?mapName=General&mapType=zoning as of April 3, 2017.

¹³ Section 3-2.10 of the Escambia County Land Development Regulations dated February 2017.

The development standards for a parcel zoned "Commercial" are shown in Table 1, and are compared to the adjacent zoning district criteria.

Table 1. Zoning District Regulations Assigned to Subject Parcel and Parcels Contiguous to the Site

Criteria	Zoning Designation		
	Commercial	HDR	LDR
Location	Subject Parcel	North and West	South and East
Max Density	Max 25 d/u per acre	Max 18 d/u per acre	Max 4 d/u per acre
FAR	Not Specified*	Max 2.0	Max 1.0
Max Height	150 feet	120 feet	45 feet
Lot Area	No minimum	No minimum	No minimum
Minimum Lot Width	None for commercial uses.	40 feet for single family; 80 feet for two-family; 80 feet for other	20 feet for cul-de-sac lots; 70 feet for all other lots
Lot Coverage	15% minimum pervious; 85% max semi-impervious and impervious	20% minimum pervious; 80% max semi-impervious and impervious	30% minimum pervious; 70% max semi-impervious and impervious
Setbacks Front	15 feet	20 feet	25 feet
Setbacks Rear	15 feet	15 feet	25 feet
Setbacks Side	10 feet for structures less than 35 feet high; then additional 2 feet per each additional 10 feet in height.	10 feet for structures less than 35 feet high; then additional 2 feet for each additional 10 feet in height but does not exceed 15 feet.	5 feet or 10% of the lot width, not required to exceed 15 feet.

*Note: The floor area ratio is limited to 1.0 based on the Future Land Use category restriction of 1.0 (Policy FLU 1.3.1 for MU-S). Although the County's Land Development Regulation lists FARs for Commercial FLU and MU-U FLU categories, neither are assigned to this MU-S designated parcel.

Section 3-2.10(e) of the County's Land Development Regulations includes location criteria for new non-residential uses within the Commercial zoning district. At least one of the listed criteria for new non-residential uses proposed within the Commercial district which are not part of a PUD or otherwise exempt must be met. The proposed Dollar General retail store fulfills the location criteria pursuant to Section 3-2.10(e)(5), which is labelled as "Documented Compatibility."

This compatibility analysis constitutes competent substantial evidence that the use of the property was not anticipated by the alternative criteria listed in Section 3-2.10(e)(1)-(4) of the County's Land Development Regulations. Additionally, this compatibility analysis constitutes competent substantial evidence that the proposed use will achieve long-term compatibility with the existing residential uses without any detriment or conflict. Furthermore, the following criteria are met as listed in Section 3-2.10(e)(5)a. and b.:

- a. The parcel was not rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the County.
- b. The parcel is not within a County Redevelopment District.

Overlay District: Airfield Influence Planning District-2¹⁴

The Airfield Influence Planning District-2 (AIPD-2) is established in Section 4-4.4 of the County's Land Development Regulations and with the AIPD-1 overlay is created to "enhance protection in support of the continued operation of military airfields for areas that are close enough to those airfields to influence or be influenced by their activities." This site is located in the AIPD-2 overlay district, as shown on the Escambia County Zoning map.

Section 4-4.4(b)(6) describes the development regulations for the AIPD-2 overlay district. This section only notates that "densities and minimum lots sizes of the underlying zoning district," which is commercial in this case, "are not modified by AIPD-2." Therefore, no additional development criteria apply to this site as a result of its location within the AIPD-2.

ANALYSIS

It is clear that the intent of Escambia County is to promote new infill development in already developed areas, and to be resourceful with existing transportation networks, utilities, and governmental services such as police and fire protection. Goals, Objectives, and Policies from the Escambia County Comprehensive Plan to support this include:

"Policy FLU 1.5.1: **New Development and Redevelopment in Built Areas.** To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the **MU-S**, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development)." (Emphasis added).

"GOAL FLU 2 Development and Public Services. Escambia County will promote urban strategies for compact development, the efficient provision of infrastructure and urban services, and the protection of natural resources. Urban strategies will include **infill development**, mixed-use development, and coordinated land use and transportation planning." (Emphasis added).

¹⁴ http://maps2.roktech.net/escambia_gomaps4/?mapName=General&mapType=zoning as of April 3, 2017.

“Objective FLU 2.1 Urban Development. Direct growth toward those areas where infrastructure and services exist to support development at approved densities and intensities.”

“Objective 2.3 Infill Development. **Encourage infill development** in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and **MU-S.**” (Emphasis added).

This project will accomplish these directives by creating a general store that will provide daily necessities to local residents within a short walk or drive time. The development plan is supported by FLU Policy 1.3.1 – FLUM Mixed-Used Suburban standards where Escambia County describes the intent of the MU-S category as a “mix of residential and non-residential uses while promoting compatible infill development.”

As depicted in Table 2 below, the standards of the Commercial zoning district are far greater in intensity than the actual plan for development. The structure’s floor area ratio (“FAR”) is approximately 0.06 due to the developer leaving most of the site in its natural vegetative state. This is substantially less than the maximum amount allowed of 1.0 FAR in the neighboring LDR zoning district. The building height will be no more than twenty-two (22) feet, which is similar in height to some of the on-site trees.

Table 2. Commercial Development Standards Comparison to Development Plan

Standard	LDR Requirement	Development Plan
Density	Not applicable	None
Floor Area Ratio (FAR)	Not mentioned (see note)	0.06 FAR
Structure Height	Max 150 feet above grade	Max 22 feet above grade
Lot Area	No minimum	3.4 acres
Lot Width	No minimum for commercial	Approximately 650 feet at road frontage
Lot Coverage	Minimum pervious 15%; 85% maximum semi-impervious and impervious cover.	Pervious surface will be approximately 77%, or 23% impervious surface.
Structure Setbacks	Front and Rear: 15 feet	Front +/- 97 feet; Rear +/- 82 feet
	Side: 10 feet minimum	West side +/- 231 feet at shortest distance; East side +/- 175 feet at shortest distance

Note: The floor area ratio is limited to 1.0 based on the Future Land Use category restriction of 1.0 (Policy FLU 1.3.1 for MU-S). Although the Land Development Regulation lists FARs for Commercial FLU and MU-U FLU categories, neither are assigned to this parcel.

The Escambia County Land Development Regulations offer some guidance when analyzing compatibility when a new use is introduced. Chapter 3, Zoning Regulations, Section 3-1.6 “Compatibility” contains criteria which describe new non-residential development in relation to existing residential uses. Section 3-1.6(b) states that such criteria are created to allow for residential and non-residential uses to be located in close proximity to each other, specifically “small-scale dispersed neighborhood commercial uses in proximity to residential areas,” which is the case here. This site will be developed with a small-scale neighborhood use store to serve the residents with daily necessities.

Section 3-1.6(c) of the County’s Land Development Regulations states that other compatibility measures may be required such as landscaping, buffering, and screening to protect lower intensity uses from commercial uses. This criterion is met with the retention of most of the existing on-site vegetation. The site will only remove the vegetation that is within the footprint of the development, in addition to that which is needed for the site triangle and open space for transportation safety. Of the 3.4-acre parcel, approximately 2.15 acres will remain undisturbed, or sixty-three (63) percent of the site. This percentage will provide more than adequate buffering and screening from the Chevalier subdivision. Therefore, because of the extensive setbacks and existing tree canopy, the residential neighborhood to the north, east, and west will not have a visual sight-line of the structure or parking area. The building will be visible from Gulf Beach Highway, an Escambia County designated collector street.¹⁵

The planned setbacks are outlined below in Table 3, and are shown against the requirement for the zoning district. These extensive setbacks are an additional measure to ensure compatibility with the surrounding uses. The distance from the side of the structure to the property line has been greatly increased to provide a large vegetative buffer to the surrounding residential uses. These distances are shown as a percentage increase over the requirement, and are in no case less than 400 percent of the adopted standard.

Table 3. Setback Comparison

Setback Standard	Commercial Requirement	Development Plan	Percent Exceeded
Front	15 feet	97 feet	547%
Rear	15 feet	82 feet	447%
Side (West)	10 feet	231 feet at rear corner	2,210%
Side (East)	10 feet	175 feet at narrowest point	1,650%

Section 2-2.3 of Chapter 2, Article 2 of the Design Standards Manual incorporated in the Land Development Regulations states “the buffer shall protect the lower intensity use from the higher intensity use and provide an aesthetically attractive barrier between the uses.” Furthermore,

¹⁵ Escambia County Land Development Regulations, Chapter 6, Section 6-0.3 Terms Defined and Escambia County GIS interactive map.

through the preservation of the on-site vegetation, this buffer will provide a natural barrier between the uses.

Section 2-2.1 of Chapter 2, Article 2 of the Design Standards Manual requires no less than fifteen (15) percent of the parcel to be landscaped. This development, with sixty-three (63) percent of the parcel landscaped, exceeds the criterion by more than 300 percent.

Transportation Analysis:

Engineering & Planning Resources, PC, performed a traffic impact analysis of the proposed Dollar General retail store. The analysis focused on a comparison of the maximum allowable residential scenario to the planned commercial scenario for the referenced parcel.

The maximum development intensity for residential use of this site, using the Escambia County Comprehensive Plan and the County's Land Development Code as the guide, is an eighty-five (85) unit high-rise condominium. The planned commercial scenario under review is a proposed 9,100-square foot Dollar General discount store.

According to Engineering & Planning Resources, PC's analysis, none of the impacted roadway segments will exhibit adverse traffic conditions in the current year at either the planned commercial scenario or the maximum allowable residential scenario. (See Exhibit 8).

FINDINGS AND CONCLUSIONS

The proposed development of a 9,100-square foot retail store in the center of 3.4 acres (2.15 acres which will remain undisturbed) located on a collector roadway in unincorporated Escambia County will be compatible with the surrounding residential development. The proposed retail store will not result in any land use conflicts with the existing surrounding development. No adverse impacts will be generated such as noise, smoke, exhaust, emissions, dust, adverse lighting, vibrations, or odors that would be detrimental to the existing surrounding uses or would otherwise disturb the quiet enjoyment of adjacent residents. Additionally, the local residents will benefit from the location of this store with daily necessities and other common household items. This location will reduce vehicle trips and miles traveled on the roadways and reduce congestion by providing goods within a walkable or short driving distance to home.

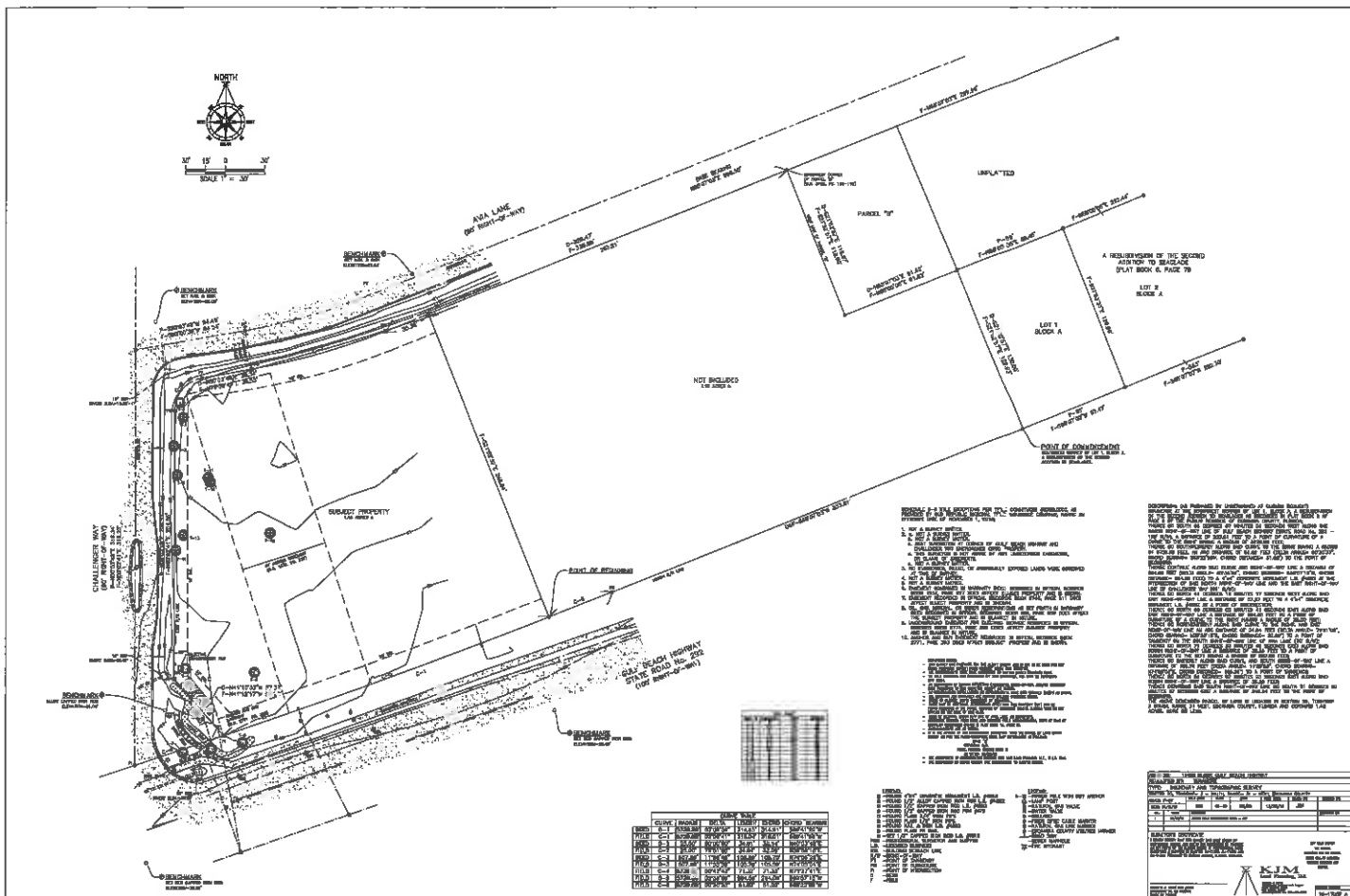
Extensive buffering surrounding the retail store will be retained in the existing natural vegetative state to create a visual barrier from the residential subdivision north of Gulf Beach Highway. Setbacks greatly exceeding the minimum requirements of the Commercial zoning district are incorporated into the plan for development. The proposed retail store is considerably below the intensity allowed for this parcel with a Commercial zoning designation.

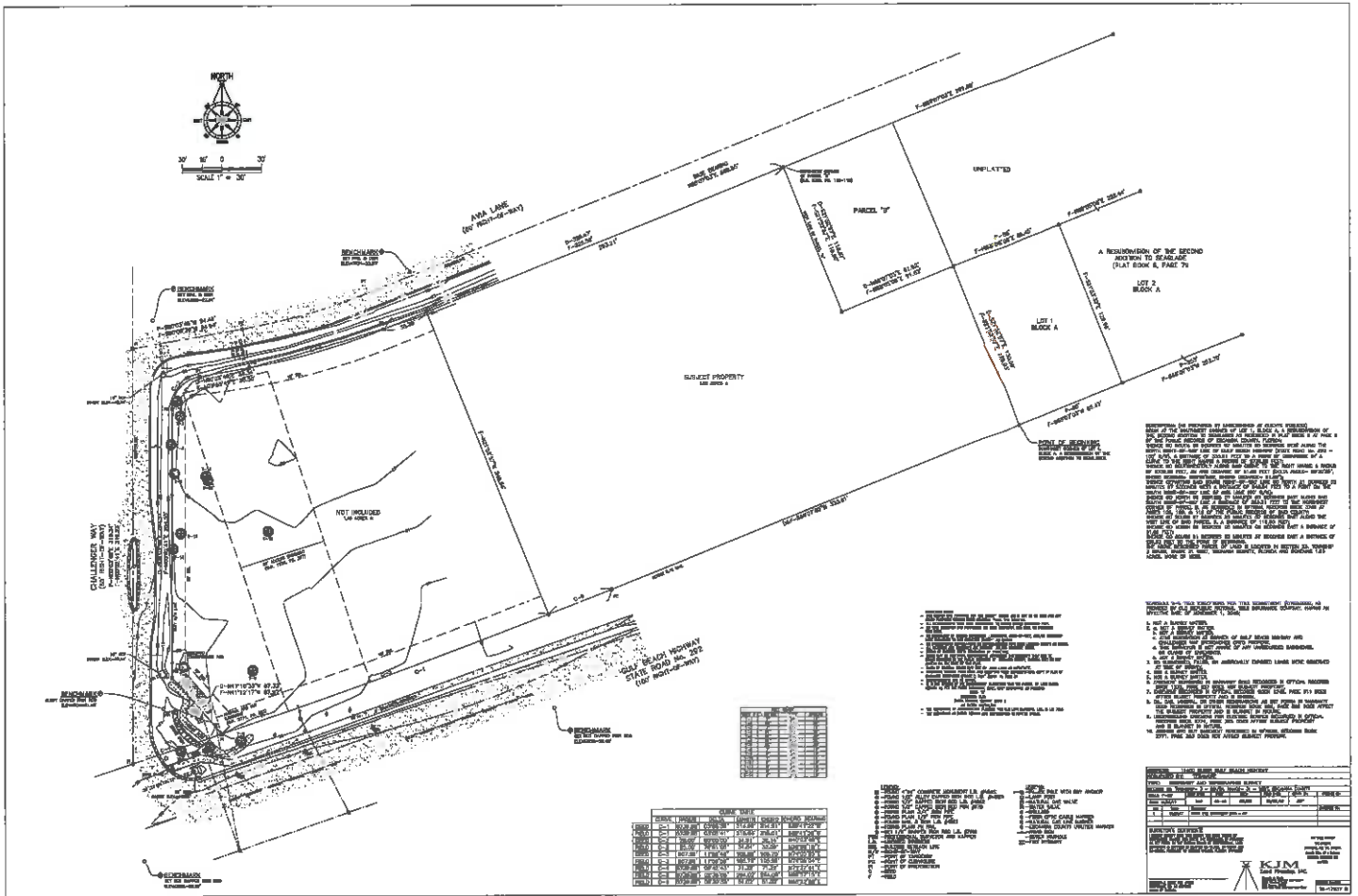
At 3.4 acres, the allowable residential density is eighty-five (85) dwelling units. The height limitation for the commercial zoning district is 150 feet and the floor area ratio is 1.0. In comparison to a residential development alternatively allowed on this site, a 150-foot high-rise

multi-family condominium or apartment complex with eighty-five (85) dwelling units would be less compatible due to the bulk and height of the structure. The proposed Dollar General store will not be visually obtrusive to the surrounding neighborhoods, and the traffic generation is similar for both development scenarios. (See Exhibit 8).

The proposed Dollar General retail store is consistent with and furthers the Goals, Objectives, and Policies of the Escambia County Comprehensive Plan and complies with the adopted requirements of the County's Land Development Regulations. The development of this store will not create a condition that will negatively impact the residential uses over time.

Exhibit 1 - Survey of 1.45-Acre Parcel





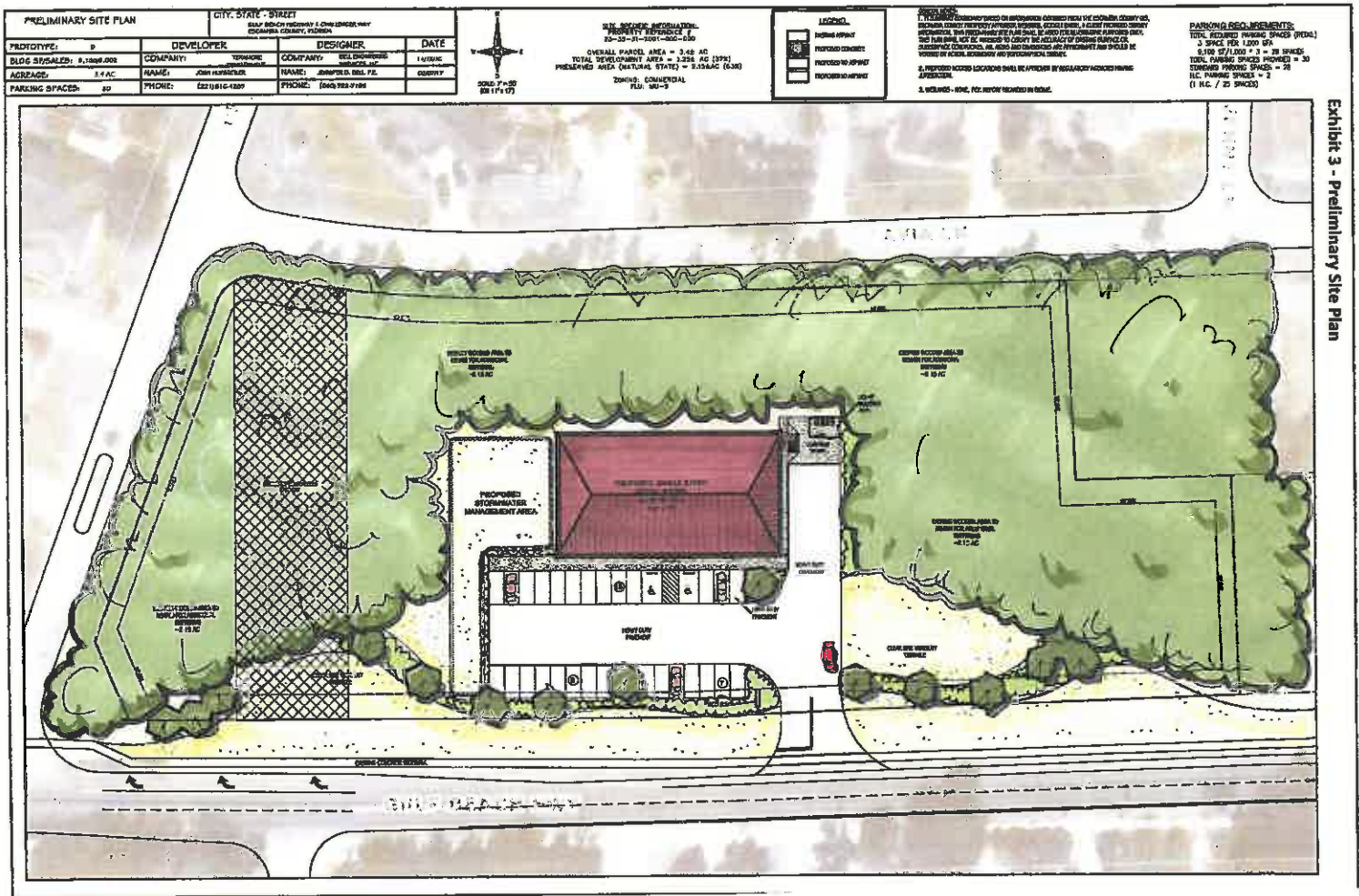


Exhibit 3 - Preliminary Site Plan

EXHIBIT 5 – Example of elevation rendering of a Dollar General Store



EXHIBIT 6 – Example of elevation rendering of a Dollar General Store



EXHIBIT 7 – Example of elevation rendering of a Dollar General Store





Exhibit 8 - Letter from Bonita Player, P.E.

June 22, 2017

Horace L. Jones
Department Director/Supervisor
Escambia County Developmental Services
3363 W Park Place
Pensacola, FL 32501

Dear Mr. Jones:

I have performed a traffic impact analysis of a proposed development located at parcel reference number 23-3S-31-2001-0000-000 in Escambia County at the northeast corner of Gulf Beach Highway and Challenger Way. The analysis focused on a comparison of the maximum allowable residential scenario to the planned commercial scenario for the referenced parcel.

The maximum development intensity for residential use of this site, using the Escambia County Comprehensive Plan and the County's Land Development Code as the guide, is an eighty-five (85) unit high-rise condominium. The planned commercial scenario under review is a proposed 9,100-square foot Dollar General discount store.

According to my analysis, none of the impacted roadway segments will exhibit adverse traffic conditions in the current year at either the planned commercial scenario or the maximum allowable residential scenario.

Sincerely,
Engineering & Planning Resources, PC

A handwritten signature in blue ink that reads 'Bonita Player'.

Bonita Player, PE