

AGENDA  
ESCAMBIA COUNTY PLANNING BOARD  
QUASI-JUDICIAL HEARING  
June 6, 2017–8:30 a.m.  
Escambia County Central Office Complex  
3363 West Park Place, Room 104

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Proof of Publication and Waive the Reading of the Legal Advertisement.
4. Acceptance of Rezoning Planning Board Meeting Packet.
5. Quasi-judicial Process Explanation.
6. Public Hearings.
  - A. Case #: Z-2017-05  
Applicant: Lisa Heaton and Billy Smith, Jr, Owners  
Address: 517 W Detroit Boulevard  
Property Size: 0.19 (+/-) acres  
From: MDR, Medium Density Residential district (10 du/acre)  
To: HDMU, High Density Mixed-use district (25 du/acre)
7. Adjournment.

## Planning Board-Rezoning

6. A.

**Meeting Date:** 06/06/2017  
**CASE :** Z-2017-05  
**APPLICANT:** Lisa Heaton and Billy Smith, Jr, Owners  
**ADDRESS:** 517 W Detroit Blvd  
**PROPERTY REF. NO.:** 22-1S-30-2300-000-007  
**FUTURE LAND USE:** MU- U, Mixed-Use Urban  
**DISTRICT:** 3  
**OVERLAY DISTRICT:** N/A  
**BCC MEETING DATE:** 07/06/2017

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### **SUBMISSION DATA:**

#### **REQUESTED REZONING:**

**FROM: MDR, Medium Density Residential district (10 du/acre)**

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

#### **RELEVANT AUTHORITY:**

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

### **APPROVAL CONDITIONS**

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

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

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

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

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

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

**CPP FLU 1.5.1 New Development and Redevelopment in Built Areas.** To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

## **FINDINGS**

The proposed amendment to HDMU is **consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The comp plan allows for a mix of residential and commercial uses in the mixed use urban category, such as professional offices. The parcel will utilize the existing public road, utilities and infrastructures for the area.

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

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

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

#### **LDC 3-1.6 Compatibility**

**(a) Generally.** Zoning districts provide the primary means to establish and maintain the necessary balance between the needs and interests of different land uses, allowing neighboring uses to coexist successfully in a stable fashion over time, protecting the investments in each. Although zoning separates generally incompatible development, inclusion as a permitted use within a district does not alone ensure compatibility with other district uses.

#### **LDC 3-2.7 MDR, Medium density residential.**

**Purpose.** The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

#### **Sec 3-2.9 HDMU, High density mixed use**

**(a) Purpose.** The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district.

Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

**(b) Permitted uses.** Permitted uses within the HDMU district are limited to the following:

**(1) Residential.** The following residential uses are allowed throughout the district, but if within a Commercial (C) future land use category they are permitted only if part of a predominantly commercial development.

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multi-family dwellings.

See also conditional uses in this district.

**(2) Retail sales.** Small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales, including Low-THC marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales. See also conditional uses in this district.

**(3) Retail services.** The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail services, excluding outdoor work or permanent outdoor storage:

a. Bed and breakfast inns.

b. Boarding and rooming houses.

c. Child care facilities.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners, and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair.

g. Restaurants, and brewpubs, including on-premises consumption of alcoholic beverages, but excluding drive-in or drive-through service and brewpubs with distribution of alcoholic beverages for off-site sales.

See also conditional uses in this district.

**(4) Public and civic.**

a. Preschools and kindergartens.

b. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

c. Foster care facilities.

d. Places of worship.

e. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

**(5) Recreation and entertainment.**

- a. Marinas, private only.
- b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

**(6) Industrial and related.** No industrial or related uses.

**(7) Agricultural and related.** Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.

**(8) Other uses. [Reserved]**

**LDC 3-2.9(e)(4) Location criteria.** All new non-residential uses proposed within the HDMU district that are not part of a predominantly residential development or a planned unit development, or are not identified as exempt by district regulations, shall be on parcels that satisfy at least one of the following location criteria:

**(1) Proximity to intersection.** Along an arterial or collector street, and within 200 feet of an intersection with another arterial or collector.

**(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, or shopping mall.

**(3) Infill development.** Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the HDMU district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

**(4) Site design.** Along an arterial street and at the intersection with a local street that serves to connect the arterial street to another arterial, and all of the following site design conditions:

- a. Any intrusion into a recorded residential subdivision is limited to a corner lot
- b. Access and stormwater management is shared with adjoining uses or properties to the extent practicable.
- c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use (solid waste dumpsters, truck loading/unloading areas, drive-thru facilities, etc.) furthest from the residential uses.

## **FINDINGS**

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. Although, the proposed rezoning meets the site design standards within the location criteria, and there are a number of commercial uses along Detroit Blvd, with zoning of HC/LI and HDMU, staff believes the zoning designation of Low density mixed use (LDMU) would be more appropriate. Low Density mixed use will have less of an impact on the neighboring subdivision, allowing 7 dwelling units per acre verses 25 in HDMU, LDMU allows similiar uses as HDMU such as retail sales and retail services, as well as professional offices. The subject parcel is on the corner of Detroit Blvd and Gardenia Circle and part of a recorded subdivision. LDC Sec. 3-2.6(e)(4)(a) states, "any intrusion into a recorded subdivision is limited to a corner lot", the same as HDMU. There will be screening and buffering requirements for the adjacent residential properties that will be addressed during the Site Plan Review process.

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

**Compatible with surrounding uses**

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

**FINDINGS**

The proposed amendment is compatible with existing uses to the north across Detroit Blvd as well as across Gardenia Circle. The parcel located on the corner of Detroit and Gardenia is part of a platted subdivision.

Within the 500 radius impact area, staff observed properties with zoning districts HC/LI, MDR and HDMU. The properties adjoining the site on two sides are residential, creating compatibility concerns within the existing Ensley Garden subdivision which includes the subject parcel. Most of the Mixed use zoning designations are on the north side of Detroit bringing in question the push of mixed use development into residential areas.

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

**Changed conditions**

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

**FINDINGS**

Staff found no changed conditions that would impact the amendment or property.

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

**Development patterns**

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

**FINDINGS**

The proposed amendment is on a corner lot which will not protrude into the existing residential neighborhood, being as the access would be addressed on Detroit Blvd. This parcel is among five other lots facing Detroit that not zoned for commercial activities. It would appear there is a trend along Detroit Blvd for neighborhood developments instead of the heavy commercial light industrial activities the parcels are currently zoned

**Criterion (f) Effect on natural environment LDC Sec. 2-7.2(b)(4)**

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

**FINDINGS**

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

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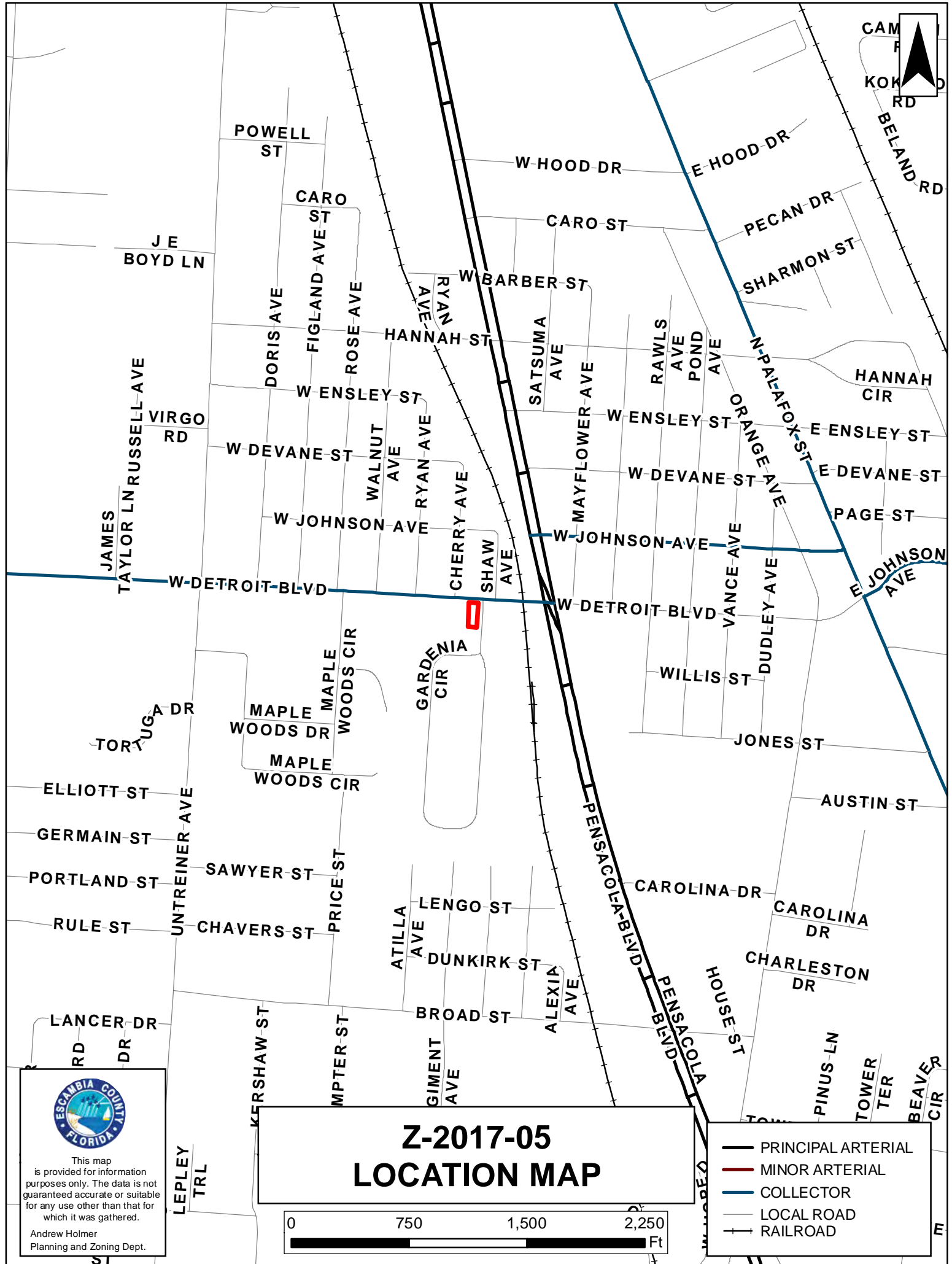
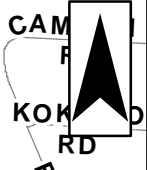
## **Attachments**

Z-2017-05

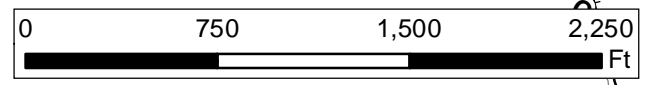
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**Z-2017-05**






# Z-2017-05 LOCATION MAP

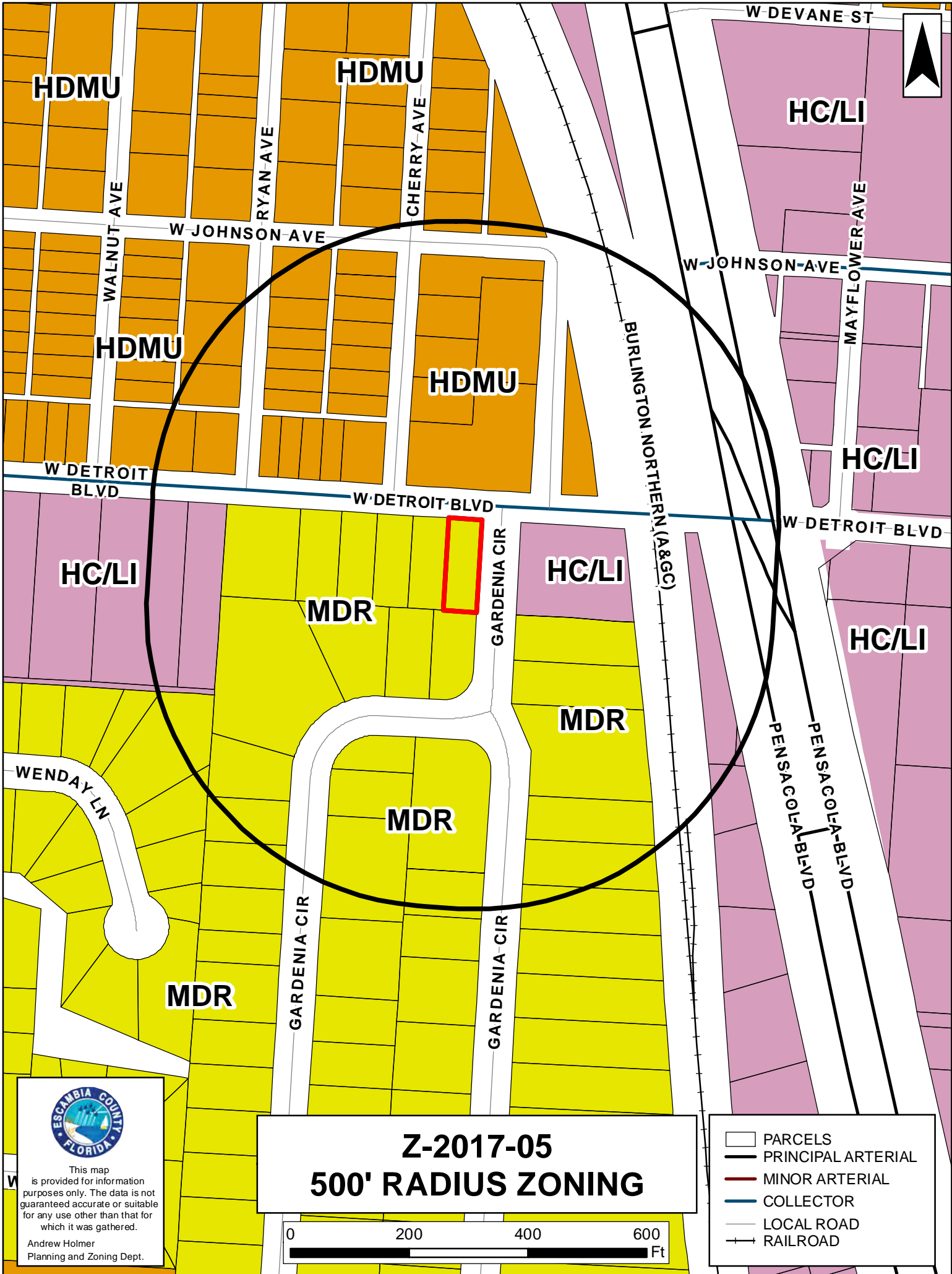


- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



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.



HDMU

HDMU

HC/LI

HDMU

HDMU

HC/LI

HC/LI

MDR

HC/LI

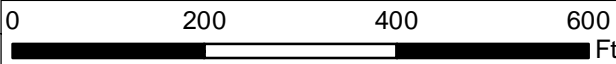
HC/LI

MDR


MDR

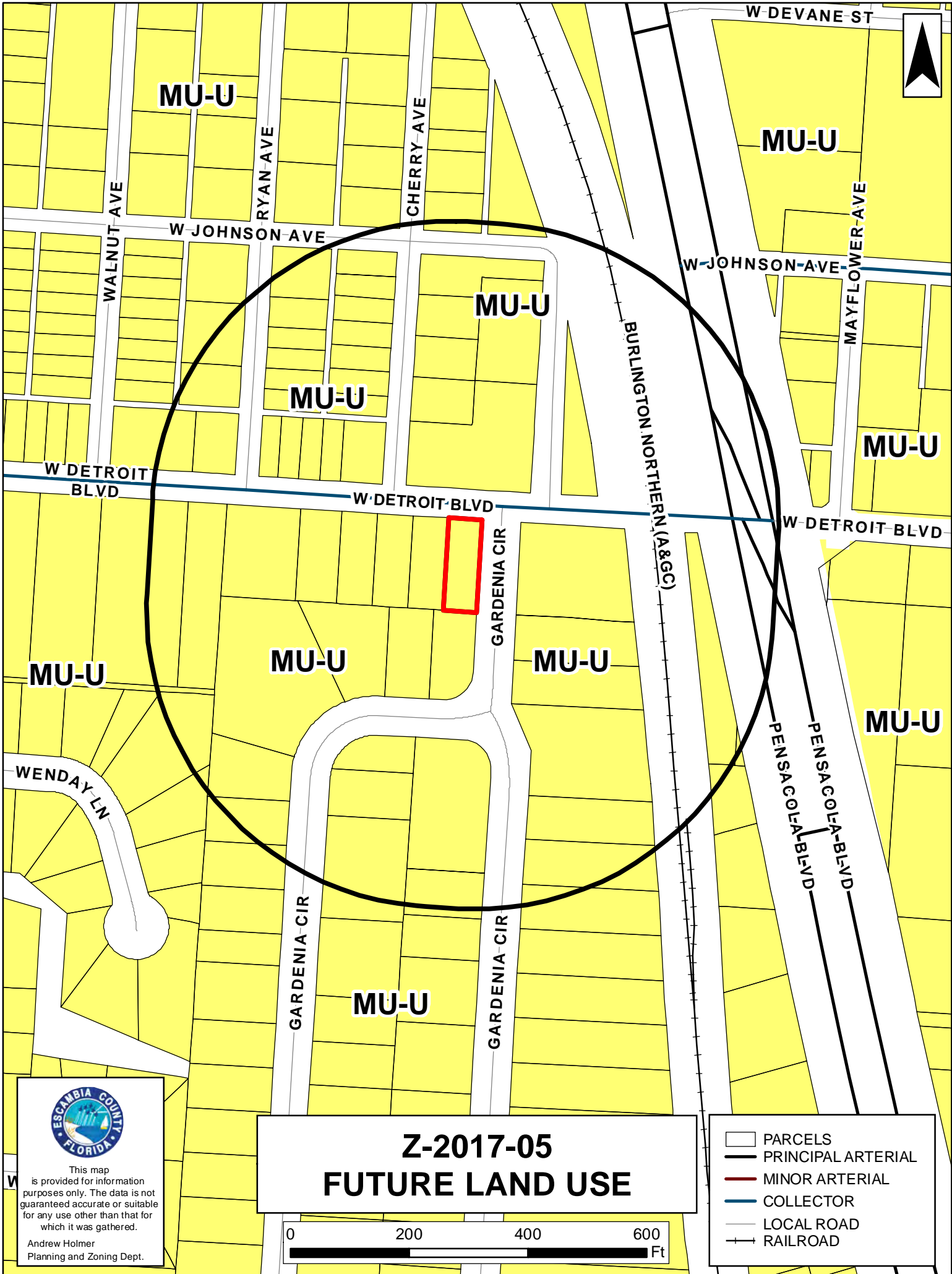
MDR

**Z-2017-05**  
**500' RADIUS ZONING**



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

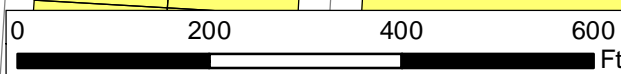
  
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 Andrew Holmer  
 Planning and Zoning Dept.



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Planning and Zoning Dept.

# Z-2017-05 FUTURE LAND USE

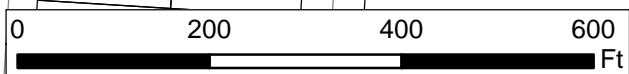


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- RAILROAD



# Z-2017-05 EXISTING LAND USE

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



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Andrew Holmer  
Planning and Zoning Dept.



CHERRY AVE

SHAW AVE

W DETROIT BLVD

GARDENIA CIR

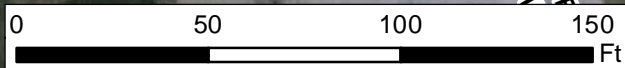


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Andrew Holmer  
Planning and Zoning Dept.

GA

# Z-2017-05 AERIAL MAP



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



Public Notice sign



Looking south onto subject  
parcel from Detroit Blvd.



Looking across Detroit





Looking north along Gardenia toward Detroit;  
subject parcel to the left



Looking west along Detroit  
from subject parcel



Looking onto subject parcel  
from Gardenia Circle



Click to add text

Looking east from subject parcel



At the corner of Detroit  
and Gardenia Circle from



### 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>

#### Rezoning Application

FOR OFFICE USE ONLY - Case Number: 2-2017-05 Accepted by: A Cam PB Meeting: 6/6/17

**1. Contact Information:**

A. Property Owner/Applicant: Lisa Heaton  
Billy R. Smith, Jr / LB Electric Services, LLC  
 Mailing Address: 301 Swift Creek Dr; Cantonment, FL 32533  
 Business Phone: 850-232-3759 Cell: 850-232-3759  
 Email: lbelectric@att.net

B. Authorized Agent (if applicable): N/A  
 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: 517 W. Detroit Blvd  
 Parcel ID (s): 22-15-30-2300-000-007  
LOT 7, Ensley Gardens, Escambia County, Florida

B. Total acreage of the subject property: .2

C. Existing Zoning: MDR  
 Proposed Zoning: HDMU alt  
 FLU Category: 1MUU

D. Is the subject property developed (if yes, explain): No

E. Sanitary Sewer:  Septic:



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

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The area surrounding the lot has George's Mufflers, Auxiliary Power Systems, Duggin Flooring, Ensley Alliance Church & a Storage Shop Warehouse already existing with residences. Our business would not negatively influence any current businesses or residents

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

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This area has no wetlands to be affected, and already has drainage in place. The area known as Ensley Gardens has both houses and businesses. (George's / Auxiliary Power)

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

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The new zoning would be directly across from another HDMU zoned area. The corner would now match the opposite corner of Detroit to the West.

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

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The lot is currently flat & undeveloped without any wetlands or other nature to be preserved. An office warehouse would fit better with current structures and not negatively impact the lot.

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**4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

**CONCURRENCY DETERMINATION ACKNOWLEDGMENT**

Property Reference Number(s): 22-15-30-2300-000-007

Property Address: 517 W. Detroit

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 25<sup>th</sup> DAY OF April, YEAR OF 17

Billy Smith  
Signature of Property Owner

Billy Smith  
Printed Name of Property Owner

4/25/17  
Date

Lisa Heaton  
Signature of Property Owner

Lisa Heaton  
Printed Name of Property Owner

4/25/17  
Date

**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.  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/ds/planning-board> or contact us at 595-3547

Note: Application fees include a \$5 technical fee. Cost of the public notice mailing is to be borne by the applicant. 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 (a 3% fee will be added for credit card payments).

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.  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 LDC.)

E.  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.

Billy Smith  
Signature of Owner/Agent

Billy Smith  
Printed Name Owner/Agent

4/25/17  
Date

Lisa Heaton  
Signature of Owner

Lisa Heaton  
Printed Name of Owner

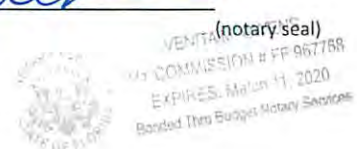
4/25/17  
Date

STATE OF FL COUNTY OF ES The foregoing instrument was acknowledged before me this 25 day of Apr, 2017, by [Signature]

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

[Signature]  
Signature of Notary

Verita M. Chen  
Printed Name of Notary



13150

This Instrument prepared by:  
Deborah C. Beach  
West Florida Title Company of Milton, Inc.  
5220 Willing St., Milton, FL 32570  
In conjunction with the issuance of title insurance  
File Number: \_\_\_\_\_

## **ASSIGNMENT OF LEASES, RENTS, PROFITS AND PURCHASE AGREEMENTS**

THIS ASSIGNMENT made effective the 20th day of April, 2017, by an between LB Electric Services, LLC, hereinafter called the "Borrower," whose mailing address is P. O.Box 156, Cantonment, FL 32533, and ECCO Credit Union organized and existing under the Laws of the Florida, hereinafter called the "Lender", whose mailing address is 4644 E. Spencer Field Rd., Pace, FL 35271.

### **WITNESSETH:**

For value received and as additional security for the loan hereinafter mentioned, the Borrower sells, transfers and assigns unto the Lender, its successors and assigns, all the right, title and interest of Borrower in and to the rents, issues, profits, revenues, royalties, rights and benefits from the following described property, to-wit:

Lot 7, Ensley Gardens, being a subdivision of the North 1650 feet of Lot 2, lying West of the Frisco Railroad, S22-T1S-R30W, Escambia County, Florida, according to the Plat recorded in Plat Book 3, Page 45 of the Public Records of Escambia County, Florida.

unto the Lender, its successors and assigns, arising out of purchase agreements or leases or tenancies between Borrower and tenants of the above described property, or any subsequent assignment or sublease, whether written or verbal, including specifically, without limiting the generality of this assignment, all leases and other agreements for rent covering the subject property located on the improvements constructed on the land described above.

AND the borrower does authorize and empower the Lender, its successors and assigns, to collect the rents, issues, profits, revenues and royalties, rights and benefits as they shall become due under said leases or agreements and does direct that each and all of the tenants and contracting parties to pay the rents and lease fees as may now be due or shall become due hereafter, to the Lender, its successors and assigns. All tenants and escrow agents shall pay the sums herein to the Lender without the necessity of inquiring into the propriety to do so, and shall be fully protected in so doing.

The term of this Assignment shall be until that certain promissory note and mortgage, or any extension or renewal, dated April 20, 2017 executed and delivered by the Borrower to the Lender covering the above-described premises for the sum of \$ 88,500.00, plus interest and all costs and expenses under the terms of said note and mortgage, shall have been paid and satisfied fully, at which time this Assignment is to be fully satisfied, canceled and released of record.

This Assignment is given as additional security for the performance of each and all the obligations and covenants of the aforesaid promissory note and mortgage of even date, or any extension or renewal thereof, and the amounts collected under this Assignment, less expenses of collection, if any, may be applied on account of delinquent costs or expenses under the terms of the said promissory note and mortgage and to the payment of principal and interest due under the terms of the promissory note and mortgage.

IT IS EXPRESSLY COVENANTED AND AGREED by the Borrower as the assignor herein:

1. That at the time of the execution and delivery of this Assignment, there has been no anticipation or prepayment of rents, profits or payments, nor any assignment or pledge thereto.
2. That the Borrower, its successors and assigns, shall have no right, power or authority to alter, modify or amend the terms, or any of them, of any lease involving the premises in questions in any particular whatsoever without first obtaining the consent in writing of the Lender to the alteration, modification or amendment.
3. Nothing contained in this Assignment shall be construed as making the Lender, or its successors and assigns, a mortgagee in possession, nor shall the Lender be liable for laches or failures to collect the aforesaid issues, rents, profits, revenues, royalties, rights and benefits, and it is understood that the Lender is to account only for such sums that are actually collected by it.

4. That neither the existence of this Assignment nor the exercise of its rights to collect the aforesaid rents, issues, profits, revenues, royalties, rights and benefits under it shall be construed as a waiver by the Lender, or its successors and assigns, of its right to enforce the payment of the debt above-mentioned in strict accordance with the terms and provisions of the aforesaid promissory note and mortgage and other collateral documents for which this Assignment is given as additional security.

5. Anything herein contained to the contrary notwithstanding this Assignment of Rents shall become operative only in the event of a default in any payment of the principal or interest payments under the terms of the above-described note or any extensions or renewals thereof, or in the event of default in the performance of any of the covenants and conditions contained in the above-described promissory note and mortgage.

6. Any and all lessees of the Borrower under any and all agreements which are presently in existence or which may be hereafter entered into are hereby authorized and directed to pay the Lender, or its duly authorized representative, on written demand therefor, all amounts due or to become due for rent, provided, however, that so long as there shall be no default in the terms and conditions of the above-described promissory note or mortgage, the Borrower may continue to manage said premises and to collect all income arising therefrom.

IN WITNESS WHEREOF the Borrower has caused this instrument to be executed in Borrower's name on the day and year first above written.

Witnesses:

\_\_\_\_\_  
Deborah C. Beach

LB ELECTRIC SERVICES, LLC

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

*Billy R. Smith, Jr.*  
Billy R. Smith, Jr., Managing Member

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

*Lisa M. Heaton*  
Lisa M. Heaton, Managing Member

State of Florida  
County of Santa Rosa

The foregoing instrument was acknowledged before me this 20th day of April 2017, by Billy R. Smith, Jr. & Lisa M. Heaton, Managing Members of LB Electric\*\* ~~who is personally known~~ ~~to me~~ ~~by~~ presented Florida Driver Licenses as identification and who did not take an oath.

\*\*Services, LLC, for and on behalf of the Company,

My Commission Expires:

\_\_\_\_\_

NOTARY PUBLIC



# NORTHWEST FLORIDA LAND SURVEYING, INC.

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

A PROFESSIONAL SERVICE ORGANIZATION



PREPARED FOR: L B ELCTRIC SERICES, LLC

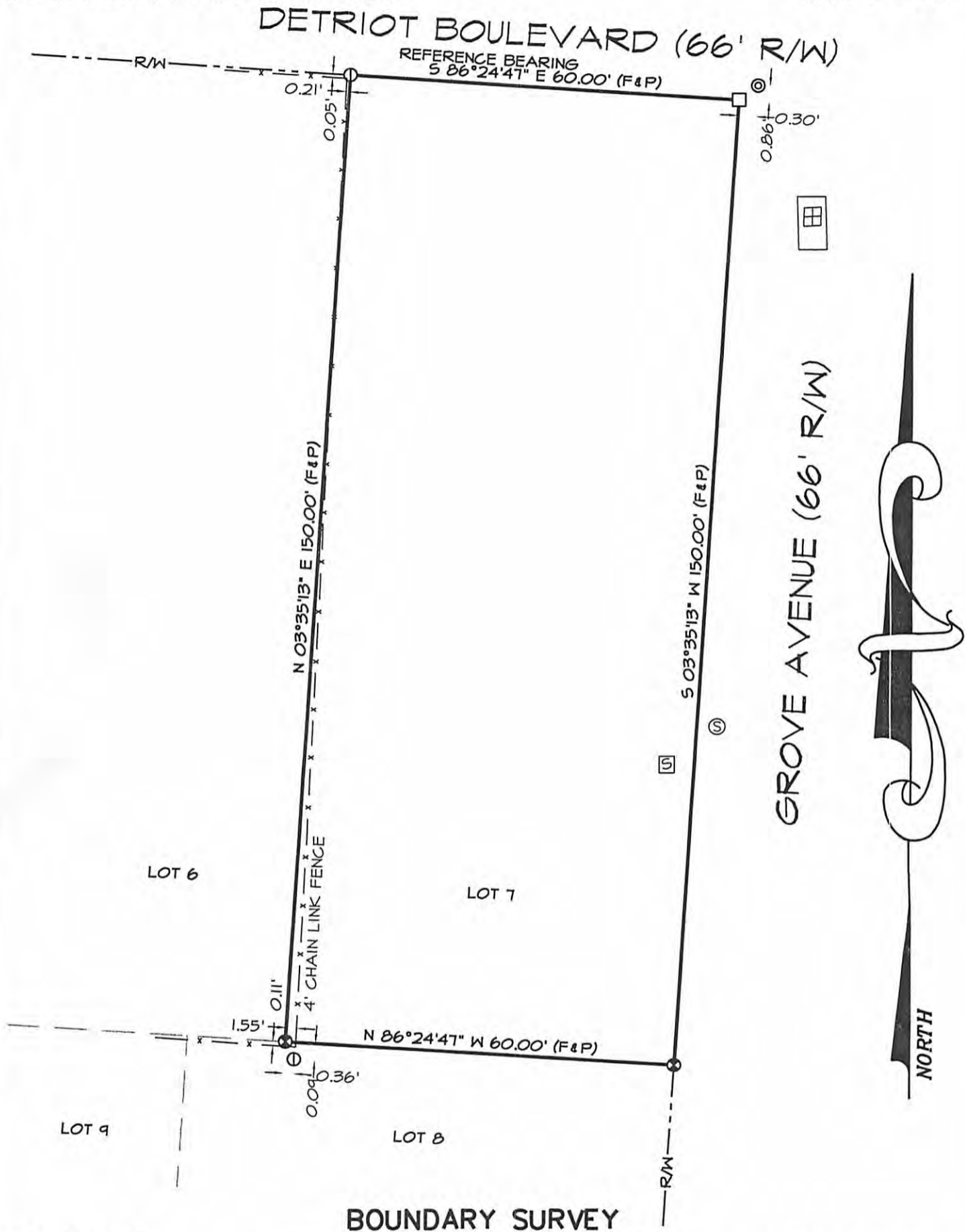
JOB NO.: 10-21342-17

REQUESTED BY: BILLY SMITH

DATE: APRIL 13, 2017

PROPERTY ADDRESS: 517 W. DETROIT BOULEVARD

SCALE: 1" = 20'



## BOUNDARY SURVEY

SHEET 1 OF 2

\*MEASUREMENTS MADE TO UNITED STATES STANDARDS\*

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

DESCRIPTION: LOT 7, ENSLEY GARDENS

SEC. 22, TWP. 1S, RGE. 30W, ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED PLAT BOOK 3, PAGE 45, \*THE ENCROACHMENTS ARE AS SHOWN\*

FIELD DATE: 4/10/17, FIELD BOOK: RM25, PG. 37

NORTHWEST FLORIDA LAND SURVEYING, INC.  
FLORIDA CORPORATION NUMBER 7277

REVISIONS:

*Fred R. Thompson* 4/13/17  
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



# NORTHWEST FLORIDA LAND SURVEYING, INC.

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

A PROFESSIONAL SERVICE ORGANIZATION



PREPARED FOR: L B ELCTRIC SERICES, LLC

JOB NO.: 10-21342-17

REQUESTED BY: BILLY SMITH

DATE: APRIL 13, 2017

PROPERTY ADDRESS: 517 W. DETROIT BOULEVARD

SCALE: 1" = 20'

### GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 86 DEGREES 24 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF THE PROPERTY AS PER THE RECORD PLAT OF ENSLEY GARDENS AS RECORDED IN PLAT BOOK 3 AT PAGE 45 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE RECORD PLAT OF ENSLEY GARDENS 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 0295 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.

### DENOTES:

- ⊙ ~ 1/2" CAPPED IRON ROD, NUMBERED 1271 (PLACED)
- ~ ANGLE IRON, UNNUMBERED (FOUND)
- ⊖ ~ 1" CRIMPED IRON PIPE, UNNUMBERED (FOUND)
- ⊗ ~ 1" IRON PIPE, UNNUMBERED (FOUND)
- (P) ~ PLATTED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- SEC. ~ SECTION
- TWP. ~ TOWNSHIP
- RGE. ~ RANGE
- PG. ~ PAGE

### CERTIFICATIONS:

- ⊕ ~ STORM WATER INLET
- ⊙ ~ SANITARY SEWER MANHOLE
- ⊖ ~ SEWER STUB OUT

L B ELCTRIC SERICES, LLC  
ECCO CREDIT UNION  
WEST FLORIDA TITLE CO.  
CHICAGO TITLE INS. CO.

## BOUNDARY SURVEY

SHEET 2 OF 2

\*MEASUREMENTS MADE TO UNITED STATES STANDARDS\*

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

DESCRIPTION: LOT 7, ENSLEY GARDENS

SEC. 22 , TWP. 1S , RGE. 30W , ESCAMBIA COUNTY, STATE OF FLORIDA.

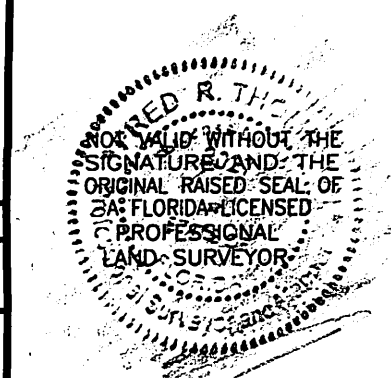
RECORDED PLAT BOOK 3 , PAGE 45 . \*THE ENCROACHMENTS ARE AS SHOWN\*

FIELD DATE: 4/10/17 , FIELD BOOK: RM25 , PG. 37

NORTHWEST FLORIDA LAND SURVEYING, INC.  
FLORIDA CORPORATION NUMBER 7277

### REVISIONS:

*Fred R. Thompson* 4/13/17  
FRED R. THOMPSON PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 3027 STATE OF FLORIDA



# RE: rezoning case 517 Detroit

Jason Walters

Fri 5/26/2017 11:13 AM

Inbox

To: Allyson Cain <MACAIN@co.escambia.fl.us>;

Allyson

As mentioned during the pre-application meeting, I can't deny the applicant access to the site, but did ask that he restrict the vehicular access to Detroit only. He stated he had no desire to provide any other access than the one proposed on Detroit.

Jason

---

**From:** Allyson Cain  
**Sent:** Thursday, May 25, 2017 4:04 PM  
**To:** Jason Walters  
**Subject:** rezoning case 517 Detroit

Jason,  
Please look at the case and provide any comments for this project as far as access.

Allyson Cain, Urban Planner II  
Development Services  
850-595-3547

<https://www.myescambia.com/customer-survey>